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DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
VOLUSIA MEDICAL PARK

THIS DECLARATION, made this 1st day of September, 1993 by BMP, INC., a Florida corporation (hereinafter referred to as "Developer"), of Volusia County, Florida.

W I T N E S S E T H :

WHEREAS, the undersigned is the sole owner of that certain parcel of real property situated in the City of Daytona Beach, Volusia County, Florida, as described as Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the undersigned desires to impose a common plan of development on said real property for the purpose of enhancing the marketability thereof;

NOW THEREFORE, the undersigned hereby declares that all of the real property described in Exhibit "A" or any other such contiguous property that the Developer may wish to annex or add to this project at a future time, shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of and which shall run with, said real property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors and assigns; and which shall inure to the benefit of the Association and each Owner thereof, as said terms are hereinafter more particularly defined.

All references to the "Declaration" or "Declaration of Easements, Covenants, Conditions and Restrictions of Volusia Medical Park," or "Declaration of Easements, Covenants, Conditions and Restrictions for Volusia Medical Park," now or hereafter made in other instruments of the Public Records of Volusia County, Florida, or in the Articles of Incorporation, By-laws and other documents and papers of "VOLUSIA MEDICAL PARK OWNER'S ASSOCIATION, INC.," shall mean and refer to this Declaration as herein set forth.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1. "ASSOCIATION" means VOLUSIA MEDICAL PARK OWNER'S ASSOCIATION, INC., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

SECTION 2. "OWNER" means the record Owner, whether one or more persons or entities, of the fee simple title to any Site which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

SECTION 3. "PROPERTIES" means that certain parcel of real property described in Exhibit "A" attached hereto, together with such additions thereto as may hereafter be annexed by amendment to this Declaration.

SECTION 4. "COMMON AREA" means all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area shall include but not be limited to the entranceway to VOLUSIA MEDICAL PARK located at Clyde Morris Boulevard, the entranceway to VOLUSIA MEDICAL PARK located at Dunn Avenue, and Parcels "A," "B" and "C," as shown on the plat for VOLUSIA MEDICAL PARK, which is attached hereto as Exhibit "B" and incorporated herein by reference, plus any subsequently acquired property designated as Common Area.

SECTION 5. "SITE" means each separate lot located in VOLUSIA MEDICAL PARK, said Map or Plat being recorded in Map Book 44, Page 102, Public Records of Volusia County, Florida.

SECTION 6. "DEVELOPER" means BMP, INC., a Florida corporation, its successors and assigns.

SECTION 7. "MORTGAGE" means any mortgage, deed of trust or other instrument transferring any interest in a Site, or any portion thereof, as security for performance of an obligation.

SECTION 8. "MORTGAGEE" means any person named as the obligee under any Mortgage, as hereinabove defined, or any successor in interest to such person under such Mortgage.

SECTION 9. "THE WORK" means the initial development of the Properties as an office community by the construction and installation thereon of streets, buildings and other improvements by the Developer.

SECTION 10. "RECORDED" means filed of record in the Public Records of Volusia County, Florida.

SECTION 11. "PERSON" means any natural person or artificial legal entity.

SECTION 12. "STORMWATER RETENTION AREA" means that common area set forth in more detail on the plat or plats of VOLUSIA MEDICAL PARK for the purpose of collecting stormwater and which is part of the stormwater management system. This common area and the structures located therein shall be maintained or caused to be maintained by the Association for the common good and enjoyment of the owners and for stormwater runoff purposes.

SECTION 13. "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse of water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of the discharge from the system as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42 F.A.C.

SECTION 14. "INTERPRETATION." Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereto to effectuate the purpose of protecting and enhancing the value, marketability and desirability of the Properties by providing a common plan for the development and preservation thereof. The

headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## ARTICLE II

### PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Site, subject to the following provisions:

(a) the right of the Association to make regular and special assessments and other fees for the construction, beautification and maintenance of the Common Area;

(b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Site remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members, provided that same does not impair or prevent use of any Site for its intended purpose. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-laws of the Association, his right or enjoyment to the Common Area and facilities thereon to his tenants or contract purchasers, provided the foregoing actually occupy upon such Owner's Site.

SECTION 3. OWNERS' OTHER EASEMENT. The undersigned declares that each Owner shall have easements for utility services (including water, sewer, electric, cable), pedestrian and vehicular

ingress and egress over, upon and across the Common Area for access to his Site and shall have the right to lateral and subjacent support of his Site. Such easements of ingress and egress and utilities shall be non-exclusive as to all streets, sidewalks and roads situated on the Properties.

There shall be reciprocal appurtenant easements for the maintenance, repair and reconstruction of any Common Area, as hereinafter more particularly provided. All such rights and easements granted by this Declaration shall be appurtenant to and pass with the title to each Site.

SECTION 4. USAGE OF RETENTION PONDS AND LAKES. Surface water retention ponds and lakes which are designated as Common Areas shall be dedicated and/or reserved to the Association in the plat of VOLUSIA MEDICAL PARK, or by other appropriate recorded documents. It is understood that the Association shall be liable for maintenance and any activities around said retention ponds and lakes. There shall be no motor boats permitted on any lake, retention pond or any portion of the drainage system in the VOLUSIA MEDICAL PARK subdivision, except that agents and independent contractors of the Association may use motored boats for the maintenance and upkeep of such areas and for other uses as are reasonably related to the performance of the obligations of the Association with respect to such ponds, lakes and the drainage system. The Association shall enact such other rules and regulations as are deemed necessary to regulate the usage of the lakes, retention pond and drainage system located within the VOLUSIA MEDICAL PARK subdivision. The Association and its agents shall have and are hereby granted all rights of ingress and egress which are necessary for maintenance and upkeep of the Common Areas, surface water retention ponds and lakes, and the drainage system and facilities.

Nothing herein shall be interpreted under any circumstances to allow the Stormwater Retention Area to be used for recreational purposes

SECTION 5. USE OF SITES. Each Site shall be used solely for the following purposes:

- (a) Medical office, dental office, medical clinic or outpatient surgery center, medical doctor, dentist or surgeon only.
- (b) Hospitals for human care.
- (c) Medical and dental clinical laboratories.
- (d) Pharmacies devoted exclusively to preparation and retailing of drugs, medications, surgical and orthopedic supplies.
- (e) Nursing/convalescent homes.
- (f) Care for life facilities.
- (g) Professional services as permitted under the zoning ordinances for the City of Daytona Beach.
- (h) Medically related business, including but not limited to any health insurance company or insurance claims activities.

SECTION 6. USE OF COMMON AREA. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Area except upon prior written consent of the Association.

SECTION 7. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES. Nothing shall be done or kept in any Site or Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Site or in the Common area, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to or waste of the Common Area or any part thereof, or of the exterior of the Properties and buildings shall be committed by any Owner or

any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by him or his tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Site or in the Common Area, or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully occupying the Properties.

SECTION 8. EXTERIOR SIGNS. Exterior signs, lettering or any displays or identification shall be limited to the following:

(a) Wall mounted: Surface mounted letters to identify by name, profession, specialties and office hours shall be permitted. The size of the letters shall not violate any local ordinances. Style, material and method of mounting must be approved by the Association.

(b) Free standing: Site identification signs shall be as installed by the Developer for identification of the entire development and shall be limited to entrance signs, directional or directory, traffic and parking. Developer reserves the right to maintain a sign on the Common Area to promote the sale of Sites.

(c) Building identification: Each building will be allowed a freestanding monument facing on the interior drive of the project. Sites located on interior roads, as well as Clyde Morris Boulevard or Dunn Avenue, may also have monument type signs visible to those roadways. Any such signs shall be located on the site.

(d) In any event, exterior signs shall be limited by the Rules and Regulations of the City of Daytona Beach, Florida, and all signage shall be uniform throughout the project. Prior to construction or permitting of any signage, a plan shall be submitted to the Architectural Control Committee for review and approval as set forth in Article VI.

SECTION 9. RUBBISH. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Site or Common Area, except inside the improvements on each Site or in sanitary containers concealed from view and in accordance with rules and regulations adopted by the Association, and in accordance with all codes, ordinances, rules, regulations and laws of governmental authorities having jurisdiction thereof.

SECTION 10. PROVISIONS INOPERATIVE AS TO INITIAL CONSTRUCTION. So long as the Developer retains ownership of any Site, nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees or its or their contractors or sub-contractors, from doing or performing on all or any part of the Properties owned or controlled by Developer, including Common Areas identified in Exhibit "B," or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion of the work as long as same is in compliance with all codes, ordinances, rules, regulations and laws of governmental agencies having jurisdiction thereof, including without limitation:

(a) erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the work and establishing the Properties as a professional community and disposing of the Sites by sale, lease or otherwise;

(b) conducting thereon its or their business of completing the work and establishing the properties as a professional community and disposing of the Properties in parcels by sale, lease or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of the parcels. Said signs may be located on Properties



as described in Exhibits "A" and "B". (As used in this Section and its sub-paragraphs, the term, "its transferees" specifically does not include purchasers of Sites improved as completed offices.)

Provided, however, none of the foregoing shall impair or prevent use of any Site for its intended purposes.

SECTION 11. RULES AND REGULATIONS. No Owner shall violate the rules and regulations for the use of the Sites and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by rules and regulations, but the foregoing shall not be construed as an implied prohibition against the Association's extending the scope of such prohibitions and restrictions by from time to time adopting rules and regulations consistent with this Declaration.

SECTION 12. OWNERSHIP RIGHTS LIMITED TO THOSE ENUMERATED. No transfer of title to any Site shall pass to the Owner thereof any rights in and to the Common Area except as are expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of any interest in any Site shall be construed as passing any right, title and interest in and to the Common Area except as expressly provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP. Every Owner of a Site which is subject to assessment and the Developer shall be members of the Association. If title to a Site is held by more than one person, each of such persons shall be members. Each such membership shall be appurtenant to the Site upon which it is based and shall be transferred automatically by conveyance of that Site. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be

transferred except in connection with the transfer of title to a Site or portion thereof; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

SECTION 2. VOTING. The Association shall have two (2) classes of voting membership. All Owners shall be entitled to one (1) vote for each Site owned by member, which constitutes "Class A" voting membership. When more than one person holds an interest in any Site, all such persons shall be Members. The vote for such Site shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Site and there shall be no splitting of such vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

The Developer shall be entitled to three (3) votes for each Site owned by the Developer, which constitutes "Class B" voting membership. The Class B membership shall cease and become converted to Class A membership as set forth in the Articles of Incorporation of VOLUSIA MEDICAL PARK OWNER'S ASSOCIATION, INC.

SECTION 3. AMPLIFICATION. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-laws of the Association; provided however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-laws, this Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. THE COMMON AREA. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, substantial, attractive and sanitary condition, order and repair.

In addition to maintenance of the Common Area, the Association shall be responsible for maintaining the grass and property between the paved area of Clyde Morris Boulevard and the paved area of Dunn Avenue and the Owners' Site lines. Each Owner is responsible for maintaining their individual Site(s). An Owner may be liable to the Association for special assessments, pursuant to Article V, Section 1(3), if the Owner fails to maintain their Site(s) and if the Association is consequently required to spend any monies to maintain such Site(s), whether such Site(s) are developed or vacant.

SECTION 2. SIDEWALKS. The Association shall be responsible for the exclusive management, control and maintenance of any and all sidewalks, if any, installed within the Common Area.

SECTION 3. RIGHT OF ENTRY. The Association, through its employees, contractors and agent, is hereby granted a right of entry into and upon each Site to the extent reasonably necessary for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration, including without limitation, the discharge of any duty of maintenance or replacement, or both, imposed upon any Owner. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any

improvement upon any Site shall not be made without the consent of the Owner or occupant thereof, except when such entry is reasonably necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any person lawfully upon the Properties or of any such person's property. Any Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing Sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

SECTION 4. SERVICES FOR ASSOCIATION. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any persons or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or enforcement of this Declaration.

SECTION 5. INSURANCE. The Association shall procure and maintain in force, at its own expense, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Common Area in a minimum amount of \$10,000,000 for each person injured, \$10,000,000 for any one accident and \$500,000 for property damage.

SECTION 6. SERVICES FOR OWNERS. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement and other common services to all Sites. Any Owner additionally may voluntarily contract with the Association for the

Association to perform, or cause performance of, any service benefitting such Owner's Site at the cost and expense of such Owner. All sums due to the Association pursuant to such contract shall be added to and become an assessment against such Owner's Site. Notwithstanding the foregoing, the Association may not contract with any Owner to provide any service at such Owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

SECTION 7. PERSONAL PROPERTY FOR COMMON USE.

The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-laws.

SECTION 8. RULES AND REGULATIONS. The Association from time to time may adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Sites and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

SECTION 9. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation or By-laws and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privilege granted herein.

SECTION 10. RESTRICTION ON CAPITAL IMPROVEMENTS.

All capital improvements to the Common Area, except for replacement or repair of those items installed by Developer at its sole cost and expense as part of the Work and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of the votes of the Class A voting membership and shall also require the approval of two-thirds (2/3) of the votes of the Class B voting membership, as long as such

Class B voting membership exists. Such approval is required by two-thirds (2/3) of all the members of each respective class of voting membership; two-thirds (2/3) approval of the quorum of any class of voting membership is not sufficient for purposes of this Section. Any capital improvements to the Common Area made by the Developer during the construction of the development and made at the Developer's sole expense, are excepted from the approval requirements of this Section.

#### ARTICLE V

##### COVENANT FOR ASSESSMENTS

SECTION 1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each Site owned within the properties, hereby covenants and each Owner of any Site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) usual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided; and (3) special assessments against any particular Site which are established pursuant to the terms of this Declaration; and (4) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall arise in an Owner's successors in title and exist jointly in such present Owner and the Owner at the time the assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners of the Properties, the improvement, maintenance and beautification of the Common Area, payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both, and the Association's general activities and operations in promoting the health, safety and welfare of the Owners of the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1st of the calendar year immediately following the conveyance of the first lot by Developer to an Owner (other than to those Owners joining in this Declaration), the maximum annual assessment shall be \$75.00 per Site per month.

From and after January 1st of the year immediately following the conveyance of the first Site as described above, the maximum annual assessment shall be determined by the Board of Directors of the Association.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of the Class A voting membership and shall also have the approval of two-thirds (2/3) of the votes of the Class B voting membership, as long as such Class B voting membership exists. Such approval must be made by two-thirds (2/3) of all the members of each respective class voting membership; two-thirds (2/3) approval of the quorum of any class of voting membership is

not sufficient for purposes of this Section. Any such approval must be made at a Special Members Meeting duly called for this purpose. In addition, during the first five (5) years from the date hereof, any authorization for special assessments for capital improvements require the approval of the Developer, unless the Developer has sold seventy-five percent (75%) of all the Sites at Volusia Medical Park.

SECTION 5. NOTICE OF MEETINGS. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At a meeting so called, the presence of members or of proxies entitled to cast a majority of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same as the required quorum at the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both special assessments for capital improvements and annual assessments, shall be fixed at a uniform rate for all Sites and may be collected on a monthly, quarterly, semi-annual or annual basis; provided, however, the foregoing requirement of uniformity shall not prevent special assessments against any particular Site which are established pursuant to the terms of this Declaration.

SECTION 7. DEVELOPER'S ASSESSMENT. Developer shall be responsible for the upkeep and maintenance of, and payment of assessments attributable to, the Sites owned by the Developer until the date of transfer of title to new Owners. Commencing with the month following the date of transfer of title for any Site(s), the new Owner shall be responsible for any assessments from that date forth.



SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The annual assessments as provided for herein shall commence as to such Site on the first day of the month following conveyance by the Developer to the Owner. The first annual assessment against any Site shall be prorated according to the number of months then remaining in the calendar year. Both annual and special assessments may be collected on a monthly basis in the discretion of the Board of Directors of the Association, which shall fix the amount of the annual assessment against each Site at least thirty (30) days in advance of each annual assessment period. The annual assessments for each Site shall be Two Hundred Forty Dollars (\$240), or Twenty Dollars (\$20.00) per month, in 1993. The Board of Directors shall determine the amount for the annual assessments for 1994 in January 1994. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments against a specific Site have been paid, and if not, the amount of the delinquency thereof. The Board of Directors of the Association shall establish the due date of all assessments contemplated by this Declaration.

SECTION 9. LIEN FOR ASSESSMENTS. All sums assessed to any Site pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable Attorney's fees, shall be secured by a lien on such Site in favor of the Association. Such lien shall be subject and inferior to the lien for all sums secured by a first mortgage obtained from a commercial or institutional lender encumbering such Site. Except for liens for all sums secured by a first mortgage obtained from a commercial or institutional lender, all other lienors acquiring liens on any Site after the recordation of this Declaration in the

Public Records of Volusia County, Florida, shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the Public Records of Volusia County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors or either, of the right to a lien hereby created in favor of the Association and the priority thereof and shall place upon each such purchaser or creditor, other than a first mortgagee, the duty of inquiring of the Association as to the status of assessments against any Site within the Properties.

SECTION 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowable by law, whichever is less, and shall constitute a lien in favor of the Association as described in Section 9, Article V above. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Site. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Site. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same, and the Association shall be entitled to collect all costs, expenses and reasonable attorney's fees involved whether suit be brought or not and whether the action is for money judgment or foreclosure of lien.

SECTION 11. FORECLOSURE. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and

expenses of foreclosure including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the property which shall become due during the period of foreclosure and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the property foreclosed and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purpose of sale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency in the same manner as is provided for foreclosure of mortgages in the State of Florida.

SECTION 12. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by any commercial or institutional lender. Sale or transfer of any Site shall not affect the assessment lien. However, the sale or transfer of any Site pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Site from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any encumbrancer of any Site any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such encumbrancer a period of thirty (30) days in which to cure such delinquency before instituting the foreclosure proceedings against the Site; provided, however, that such encumbrancer first shall have furnished to the

Association written notice of the existence of the encumbrance, which notice shall designate the Site encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the encumbrancer. Any encumbrancer holding a lien on a Site may pay, but shall not be required to pay, any amounts secured by the Association's lien and upon such payment to be subrogated to all rights of the Association with respect to such lien, including priority as to the amounts paid.

SECTION 13. LIEN FOR LEGAL COSTS AND FEES DUE TO ACTS OF OWNERS. In the event that the Association is sued or named as a party in any civil action, and the Association is sued or named as a party in such civil action because of the actions of any particular Owner(s), then such Owner(s) shall indemnify the Association for the costs and attorney's fees to defend such lawsuit. If the particular Owner(s) fails to indemnify the Association, then a special assessment shall be established against each and every Site(s) owned by the particular Owner(s) in an amount equal to the amounts of money expended by the Association for such costs and attorney's fees, pursuant to Article V, Section 1(3). This section does not apply to any civil actions in which the Association is sued or named as a party because of the actions of the Association, or because of the actions of any of the directors, officers and/or agents of the Association acting on behalf of the Association in their capacity as a director, officer and/or agent.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL CONTROL COMMITTEE. The Board of Directors of the Association shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) persons appointed by the Board of Directors,

or in the Board's discretion, the Board may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Properties in the manner hereinafter provided. One (1) member of the initial Architectural Review Committee shall be a member or designee of ATLANTIC UROLOGICAL ASSOCIATES during the first year of the existence of the Association. After the first year of the existence of the Association, at least one (1) member of the Architectural Review Committee shall be an Owner.

SECTION 2. COMMITTEE AUTHORITY. The Committee shall have full authority to regulate the use and appearance of the exterior of the Properties to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Properties as a professional community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a professional community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration, and in the event the Board of Directors of this Association has not constituted itself as the Committee, such rules and regulations shall be approved by the Board of Directors prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board of Directors, unless such enforcement authority is delegated to the Committee by resolution of the Board of Directors.

SECTION 3. COMMITTEE APPROVAL. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, replacements or attachments of any nature whatsoever shall be made to the exterior of any Site, including that portion on any Site not actually occupied by the improvements thereon, except such as are identical to those installed, improved or made by Developer in connection with the Work, until the plans and specifications showing the nature, kind, shape, heights, materials, locations, color and approximate cost of the same shall have been submitted to and approved by the Architectural Control Committee, in writing, and any and all governmental authorities having jurisdiction thereof. The Committee's approval shall not be required for any changes or alterations within a completely enclosed courtyard area, provided the same are not visible from the Common Area or visually objectionable to any adjoining lot. Nothing shall be kept, placed, stored or maintained upon the exterior of any Site, including any portion of any Site not enclosed by the improvements thereon or upon the Common Area, without the Committee's prior approval. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. The Committee shall provide an interim response in writing to any Owner(s) submitting an application to the Committee for approval within thirty (30) days after the application has been submitted to the Committee. In the event the Committee fails to approve or disapprove any application within forty-five (45) days after the application has been submitted to the Committee, the Committee's approval shall be deemed to have been given to such application. In all other events, the Committee's approval shall be in writing. If no application has been made to the Architectural Control Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in

violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

SECTION 4. PROCEDURE. The Committee may, from time to time, adopt promulgate, rescind, amend and revise rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board of Directors of the Association does not constitute itself the Architectural Control Committee, then the Board of Directors, in its discretion, may provide by resolution for appeal of decisions of the Architectural Control Committee to the Board of Directors, subject to such limitations and procedures as the Board deems advisable. The Board of Directors of the Association or the Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. The Committee's procedures at all times shall afford the Owner, whose Site is affected by Committee action, reasonable notice of all Committee proceedings and a reasonable opportunity for such Owner to be heard personally and through representatives of his choosing.

SECTION 5. STANDARDS. No approval shall be given by the Association's Board of Directors or Architectural Control Committee pursuant to the provisions of this Article VI unless the Board or Committee, as the case may be, determines that such approval shall:

(a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties;

(b) shall protect and conserve the value and desirability of the Properties as a professional community;

(c) shall be consistent with the provisions of this Declaration; and

(d) shall be in the best interests of the Association in maintaining the value and desirability of the Properties as a professional community. The Committee may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications therefor submitted to the Committee.

#### ARTICLE VII

##### GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association or any Owner, shall have the right to enforce the provisions of this Declaration by any proceeding at law, and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorney's fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such Owner's Site as a special assessment, pursuant to the provisions hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorney's fees, in the discretion of the Board of Directors of the Association.

SECTION 2. SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.



SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Site subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by the owners of not less than ninety percent (90%) of the property and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the property. Any amendment must be properly recorded.

Notwithstanding anything herein to the contrary, the Developer reserves the right to make any and all changes to this Declaration without a meeting of the Association, in order to comply with the law, or to fulfill any condition or in any permit by any agency having jurisdiction over the permitted property, including without limitation, any requirement by the St. Johns River Water Management District, so long as any revision does not work a forfeiture of title to any lot by any owner or otherwise jeopardize any security therein held by any mortgagee.

SECTION 4. EFFECT OF RECORDING. Any Site situated within the real property described in Exhibit "A" attached hereto shall be deemed to be "subject to assessment," as such term is used in this Declaration, or in the Association's Articles of Incorporation or By-laws, upon recording of this Declaration and any Site annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the Amendment to this Declaration annexing the same.

SECTION 5. DEDICATIONS. Subject to the requirements of Section 1, Article II of this Declaration, the Association may dedicate the Common Area to public use and upon acceptance of such dedication by the public agency having jurisdiction of the same, the terms and provisions of this Declaration shall not apply to the areas so dedicated to the extent that the provisions of this Declaration are inconsistent with such dedication.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Easements, Covenants, Conditions and Restrictions for Volusia Medical Park for the uses and purposes therein expressed on the day and year first above written.

Witnesses:

Jane L. Ozierski  
As to Developer

BMP, INC., a Florida corporation,  
Developer

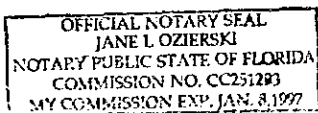
By: Berrien H. Becks, Sr.  
Berrien H. Becks, Sr., (President)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared BERRIEN H. BECKS, SR., President of BMP, INC., a Florida corporation, personally known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of September, 1993.

My Commission expires:



Jane L. Ozierski  
Notary Public State of Florida

BOOK PAGE  
3862 3936  
VOLUSIA, FLA

EXHIBIT "A"

# VOLUSIA MEDICAL PARK

CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA  
BEING A RESUBDIVISION OF A PORTION OF LOTS 1, 2, AND 3, BLOCK 4, G.E. COLEMAN SUBDIVISION  
AS RECORDED IN MAP BOOK 1, PAGE 155 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PORTION OF LOTS 1, 2 AND 3, G.E. COLEMAN SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 155, AND MAP BOOK 12, PAGE 33, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,

FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID LOT 3, THENCE N 25°52'17" W, ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 25.00 FEET TO NORTHERLY RIGHT-OF-WAY LINE OF DUNN AVENUE, A 50 FOOT RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1247, PAGE 269, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N 64°28'22" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 963.47 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE OF DUNN AVENUE N 25°31'38" W, A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N 19°28'22" E, AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET; THENCE N 25°31'38" W, A DISTANCE OF 78.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 285.00 FEET, A CHORD BEARING OF N 07°28'43" W, AND A CENTRAL ANGLE OF 36°05'49"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 179.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N 24°41'00" W, AND A CENTRAL ANGLE OF 70°30'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING OF N 42°44'00" W, AND A CENTRAL ANGLE OF 34°24'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 311.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING OF N 11°01'34" W, AND A CENTRAL ANGLE OF 29°00'28"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 141.76 FEET; THENCE N 86°31'20" W, A DISTANCE OF 211.39 FEET; THENCE N 25°30'43" W, A DISTANCE OF 200.00 FEET TO THE NORTHERLY LINE OF SAID LOT 1, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF MADISON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 211, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N 64°29'17" E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 950.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD, AN 80 FOOT RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY LINE S 25°28'53" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 376.13 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S 25°31'48" E, A DISTANCE OF 882.75 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE S 64°28'22" W ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 323.74 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF DUNN AVENUE, A 50 FOOT RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1247, PAGE 269 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, A CHORD BEARING OF S 73°20'57" W, AND A CENTRAL ANGLE OF 17°45'10"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DUNN AVENUE, A DISTANCE OF 162.67 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S 64°28'22" W, A DISTANCE OF 347.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.57 ACRES MORE OR LESS.

EXHIBIT "A"

# VOLUSIA MEDICAL PARK

CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA  
BEING A RESUBDIVISION OF A PORTION OF LOTS 1, 2, AND 3, BLOCK 4, G.E. COLEMAN SUBDIVISION  
AS RECORDED IN MAP BOOK 1, PAGE 155 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL

A PORTION OF LOTS 1, 2 AND 3, G.E. COLEMAN SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 155, AND MAP BOOK 12, PAGE 33, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE N 25°31'35" W, ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 25.00 FEET TO  
RIGHT-OF-WAY, A 50 FOOT RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1247, PAGE 289, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N 64°28'22" E, ALONG SAID  
ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N 18°28'22" E, AND A CENTRAL ANGLE OF 107°00'00"; THENCE  
A DISTANCE OF 38.27 FEET; THENCE N 25°31'35" W, A DISTANCE OF 78.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING OF  
N 07°28'43" W, AND A CENTRAL ANGLE OF 34°05'48"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 179.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO  
THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N 24°41'00" W, AND A CENTRAL ANGLE OF 70°30'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF  
30.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING OF N 42°44'00" W, AND A CENTRAL ANGLE OF 34°24'23";  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 183.14 FEET; THENCE N 25°31'46" W, A DISTANCE OF 311.87 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT  
HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING OF N 11°01'34" W, AND A CENTRAL ANGLE OF 28°00'25"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF  
FEET; THENCE N 86°31'20" W, A DISTANCE OF 211.39 FEET; THENCE N 25°30'43" W, A DISTANCE OF 200.00 FEET TO THE NORTHERLY LINE OF SAID LOT 1, SAID  
THE SOUTHERLY LINE OF MADISON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 211, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N 84°28'12" E, ALONG SAID  
NORTHERLY LINE, A DISTANCE OF 950.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD, AN 80 FOOT RIGHT-OF-WAY; THENCE DEPARTING SAID  
E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 378.13 FEET; THENCE CONTINUE ALONG SAID  
TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 378.13 FEET; THENCE CONTINUE ALONG SAID  
POINT OF INTERSECTION OF SAID SOUTHERLY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD, AN 80 FOOT RIGHT-OF-WAY AS  
THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, A CHORD BEARING OF S 73°20'57" W, AND A CENTRAL  
ANGLE OF 17°45'10"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 525.00 FEET TO THE POINT OF BEGINNING.  
SAID NORTHERLY RIGHT-OF-WAY LINE S 64°28'22" W, A DISTANCE OF 347.55 FEET TO THE POINT OF BEGINNING.  
CONTAINING 23.57 ACRES MORE OR LESS.

MADISON HEIGHTS SUB MB 11 PG 211

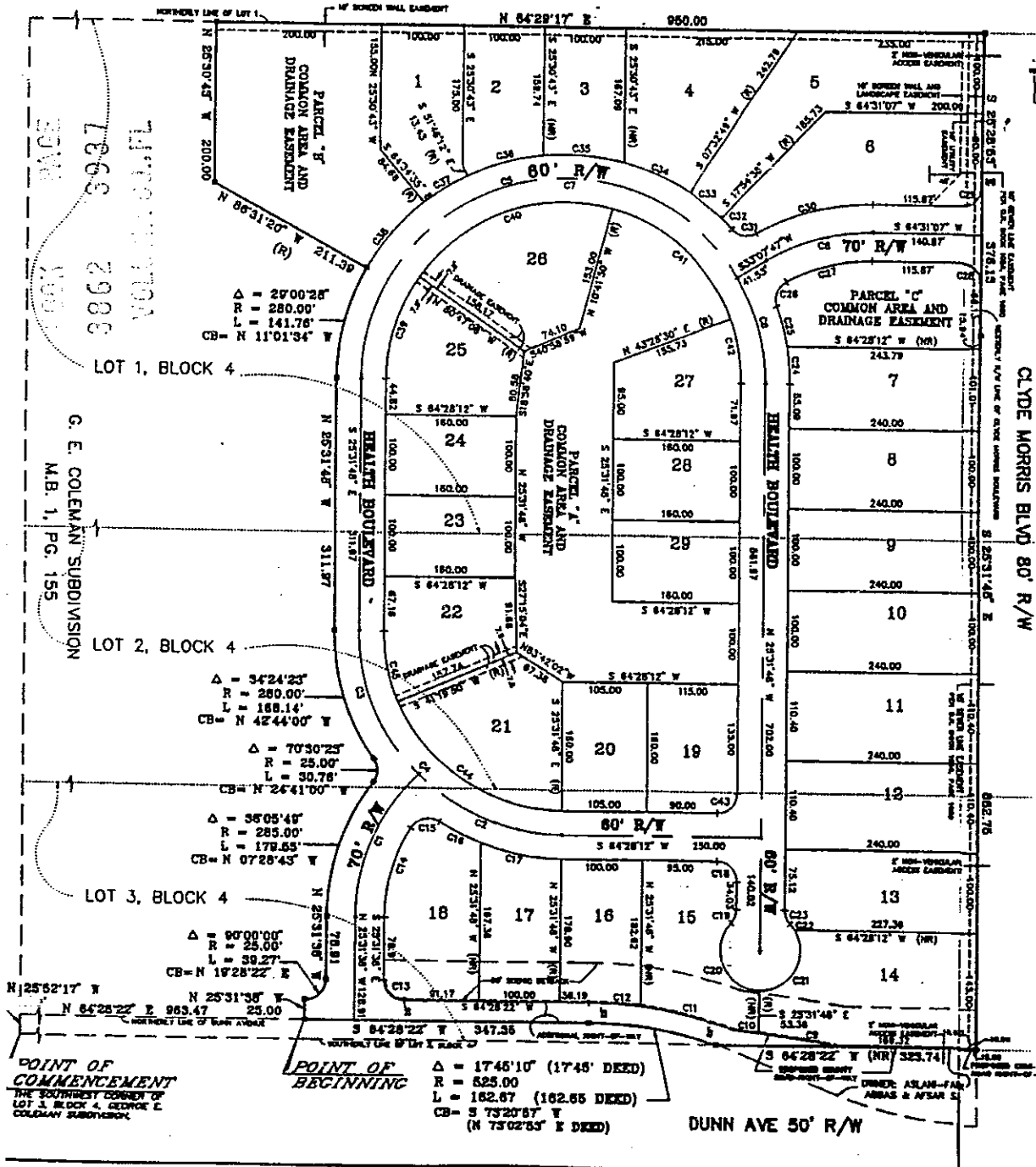


EXHIBIT "B"