

20.2 Easement for Construction of Exteriors to Units.

In the event of any partial taking of the Condominium Property by action in eminent domain and the reconstruction and repair of remaining Common Elements of the Condominium Property by the Board, such reconstruction and repair shall include, to the extent determined necessary by the Board, the construction and installation of exteriors to Units whose exteriors were taken in such eminent domain action, upon which construction and installation such exteriors shall then be Common Elements and not parts of Units under the Amendment of this Declaration required by Section 20.3 immediately following. All Units shall be and hereby are reserved and declared to be subject to an irrevocable, perpetual, nonexclusive easement running with the Land for the benefit and behalf of the Association for the construction and installation of any such exteriors to a Unit necessary or appropriate as a result of any such taking by eminent domain.

20.3 Amendment of Declaration. In the event of any partial taking of the Condominium Property by action in eminent domain, then the total number of Units under this Declaration shall be automatically, by such taking, and the share in the Common Elements, Common Expenses and Common Surplus of each such remaining Unit under this Declaration shall automatically, by such taking, be changed so that the numerator of the fractional share of each such remaining Unit in Common Elements, Common Expenses and Common Surplus shall be one (1) and the denominator of such fractional share shall be the total number of Units remaining after such taking. The Board shall have the right to determine for any purpose under this Section 20.3 whether any partial Unit remaining after any taking in eminent domain should be an entire Unit or part of an adjacent Unit. The change in total number of Units under this Declaration and the change in the share of Common Elements, Common Expenses and Common Surplus of the remaining Units under this Declaration after a taking in eminent domain may be evidenced by an amendment to this Declaration approved and executed solely by a majority of the members of the Board. Requirements under Articles

B5020 P1824

18 and 19 as to the number, percentage or fraction of Owners or Units which must approve any amendment, modification or termination of this Declaration shall require such number, percentage or fraction only of the total number of Owners or Units remaining in the Condominium pursuant to this Section 20.3 after such taking.

ARTICLE 21

Miscellaneous Provisions

21.1 Severability. The invalidity in whole or in part of any covenant, restriction, section, subsection or sentence of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

21.2 Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, Bylaws, and Rules adopted pursuant thereto and any amendments thereto. The terms and conditions contained in this Declaration may be enforced by Developer, the Association, any Unit Owner or Owners, and any Approved Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any term or condition herein. The prevailing party in any such litigation shall be entitled to court costs and reasonable attorney's fees at trial and appellate levels.

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

21.4 Incorporation of the Condominium Documents. Any and all deeds conveying a Unit shall be conclusively presumed to have incorporated therein all of the terms and conditions of the

B5020 P1825

Condominium Documents, including this Declaration, whether or not the incorporation of the terms and conditions of the Condominium Documents is specifically set forth by reference in such deeds, and acceptance by a Unit Owner of such a deed shall be deemed acceptance by such Unit Owner of all of the terms and conditions of the Condominium Documents.

21.5 Disputes. In the event there is any dispute as to whether the use of the Condominium Property complies with the terms and conditions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

21.6 Notices to Owners. Except as otherwise expressly set forth in any Condominium Document, any notice or other communication required or permitted to be given or delivered under any Condominium Documents to any Unit Owner shall be deemed properly given or delivered upon the mailing thereof by certified United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing.

21.7 Notices to Approved Mortgagees. Upon receipt by the Association from any Approved Mortgagee which holds a first mortgage on any Unit or Units, of a copy of the mortgage held by such Approved Mortgagee on a Unit and a written request that the Approved Mortgagee receive any of the following items specified by the Approved Mortgagee, then the Association shall deliver to such Approved Mortgagee, specifically, if and as required, a copy of any notice of a meeting of the Association or of the Board of Directors which is delivered to Unit Owners, a copy of any financial statement of the Association which is delivered to Unit Owners, thirty (30) days prior written notice of the cancellation or termination by the Association of any policy of insurance held by the Association, written notice of any damage to the Common Elements the cost of repair of which is estimated by the Association to be in excess of Ten Thousand Dollars (\$10,000.00), written notice of any damage or

B5020 P182b

destruction of the Common Elements or of Units which gives rise to net insurance proceeds being available for distribution to Unit Owners, written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Condominium Property, and written notice of any material amendment to this Declaration or the abandonment or termination of this Declaration and the Condominium.

21.8 Captions. Article and Section captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Declaration.

21.9 Gender and Number. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any noun or pronoun used herein may be deemed to mean the corresponding plural form thereof and vice versa.

Signed and sealed and delivered
in our presence as witnesses:

TENTH AVENUE DEVELOPMENT
ASSOCIATES, a Florida General
Partnership

Joseph M. Book
Robert E. Tach

By: Kenneth A. Mehr
Title: General Partner

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th
day of August, 1986, by KENNETH A. MEHR,
general partner on behalf of TENTH AVENUE DEVELOPMENT ASSOCIATES, a
Florida General Partnership.

Joseph M. Book
NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUN 16, 1989
BOOKED 21880 CALLED 100, 1000

85020 P1827

MORTGAGEE CONSENT

THE FIRST NATIONAL BANK IN PALM BEACH, a national banking association, whose mailing address is 255 South County Road, Palm Beach, Florida 33480, is the holder of a certain mortgage dated April 24, 1985 and recorded April 29, 1985 in Official Records Book 4530 at Page 0975 of the Public Records of Palm Beach County, Florida, which mortgage constitutes a lien upon the following described real property, which real property is being submitted to the condominium form of ownership by this Declaration of Condominium:

A parcel of land lying in Section 24, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida, being more fully described as follows:

Commence at the Northeast Corner of Section 24; thence with a bearing of due South, along the Eastern Boundary of said Section, 514.48 feet to a point; thence due West, 30.0 feet to a point; thence N. 88° 18' 20" W., 280.01 feet to the POINT OF BEGINNING of the herein described parcel; thence due South, 407.10 feet to a point in the Northerly Boundary of that certain parcel of land conveyed to Klingshirm Corporation of Florida Inc. by O. R. 2067, p. 1079; thence N. 88° 18' 20" W., along said North Boundary, 147.99 feet to a point; thence due North, 407.10 feet to a point; thence S. 88° 18' 20" E., 147.99 feet to the POINT OF BEGINNING. Containing 1.379 Acres of Land.

THE FIRST NATIONAL BANK IN PALM BEACH does hereby consent to the submission of the real property to the provisions of the Florida Condominium Act and the aforesaid Declaration of Condominium.

Signed, sealed and delivered in the presence of:

Christine St. Paul
James E. Carson
By: Robert W. Truitt
Title: STENOGRAPHER

STATE OF FLORIDA)
COUNT OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this 1st day of August, 1986, by ROBERT W. TRUITT, of FIRST NATIONAL BANK IN PALM BEACH, a national banking association, on behalf of FIRST NATIONAL BANK IN PALM BEACH.

My commission expires:

Maria J. Connolly
NOTARY PUBLIC
My commission expires 6/25/90
-54-

BS020 P1828

0797R/13R

EXHIBIT 1

SURVEY, PLOT PLAN, FLOOR PLAN AND
GRAPHIC DESCRIPTION

B5020 P1829

CERTIFICATE OF SURVEYOR

FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared

BRUCE CARTER

by me well known and known to me to be the person hereinafter described who, being by me first duly cautioned and sworn, deposes and says:

1. That he is a duly registered and duly licensed land surveyor, authorized to practice under the laws of the State of Florida.

2. Affiant hereby certifies that the construction of the improvements of FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM is substantially complete so that the material, i.e., this Exhibit #1, together with the provisions of the Declaration of Condominium describing the Condominium Property is an accurate representation of the location and dimensions of the Improvements constituting the Condominium, and that the identification, location and dimensions of the common elements and of each unit in the Condominium can be determined from these materials.

FURTHER AFFIANT SAYETH NAUGHT


BRUCE CARTER

Registered Land Surveyor No. 2963

State of Florida

SWORN TO AND SUBSCRIBED before me this 17th day of June, 1986


NOTARY PUBLIC

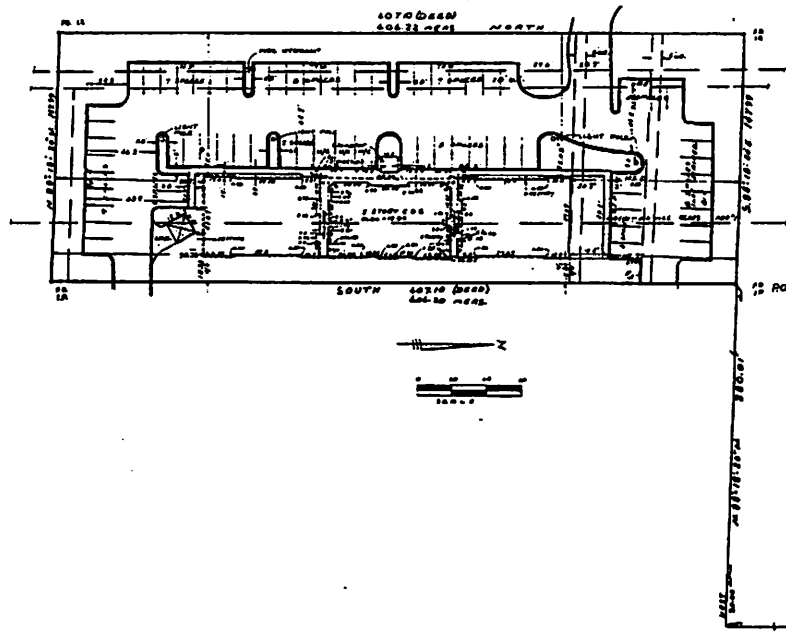
My commission expires:

NOTARY PUBLIC STATE OF FLA.
MY COMMISSION EXP. OCT 28, 1988
BONDED THRU GENERAL INS. UND.

B5020 P1830

B5020 P1831

SKETCH OF SURVEY SITE PLAN



DESCRIPTION:

A parcel of land lying in Section 24, Township 17 South, Range 12 East, City of Santa Fe, Santa Fe County, N.M., being more fully described as follows: Commencing at the northeast corner of Section 24; thence with a bearing of due South, along the Eastern boundary of said Section, 314.00 feet to a point; thence due West, 40.0 feet to a point; thence S. 89° 15' 20" W., 200.0 feet to the Point of Beginning of the Survey; thence due North 40.0 feet to a point; thence S. 89° 15' 20" W., 200.0 feet to the Point of Beginning of the Survey; thence due North, 40.0 feet to a point; thence S. 89° 15' 20" W., 200.0 feet to the Point of Beginning of the Survey. Containing 1.175 acres of land per this Survey.

NOTES:

1. This sketch of Survey is based on a Survey made by the Surveyor dated Aug. 11, 1959, which was provided by the City.
2. The purpose of this Survey is to lay out a building and its appurtenances, no other improvements were located.

CERTIFICATE:

I hereby CERTIFY that the attached sketch of Survey and the above description thereof is true and correct to the best of my knowledge and belief as surveyed under my direction and supervision.

DATED: Feb. 11, 1961

Bruce A. Carter
BRUCE A. CARTER
Surveyor and Planner to A.B.C.

EXHIBIT NO. 1

PAGE 1 OF 3



BRUCE CARTER & ASSOCIATES, INC.
LAND SURVEYORS LAND PLANNERS

1580 W. 2ND AVE., SUITE 3, BOCA RATON, FLORIDA 33432 PHONE (305) 395-0400
TELETYPE (305) 395-0400

| DATE | BY | SCALE |
|------------|------|----------|
| 1961-11-11 | B.C. | 1" = 40' |
| 1961-11-11 | B.C. | 1" = 40' |
| 1961-11-11 | B.C. | 1" = 40' |
| 1961-11-11 | B.C. | 1" = 40' |
| 1961-11-11 | B.C. | 1" = 40' |
| 1961-11-11 | B.C. | 1" = 40' |
| 1961-11-11 | B.C. | 1" = 40' |
| 1961-11-11 | B.C. | 1" = 40' |
| 1961-11-11 | B.C. | 1" = 40' |
| 1961-11-11 | B.C. | 1" = 40' |

FIFTEEN HUNDRED MEDICAL OFFICE
CONDOMINIUM

BRUCE CARTER & ASSOCIATES, INC.



LAND SURVEYORS

LAND PLANNERS

1580 N.W. 2nd AVE., SUITE 5, BOCA RATON, FLORIDA

PHONE (305) 395-6495

WEST PALM (305) 848-8455

FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM

SECOND FLOOR

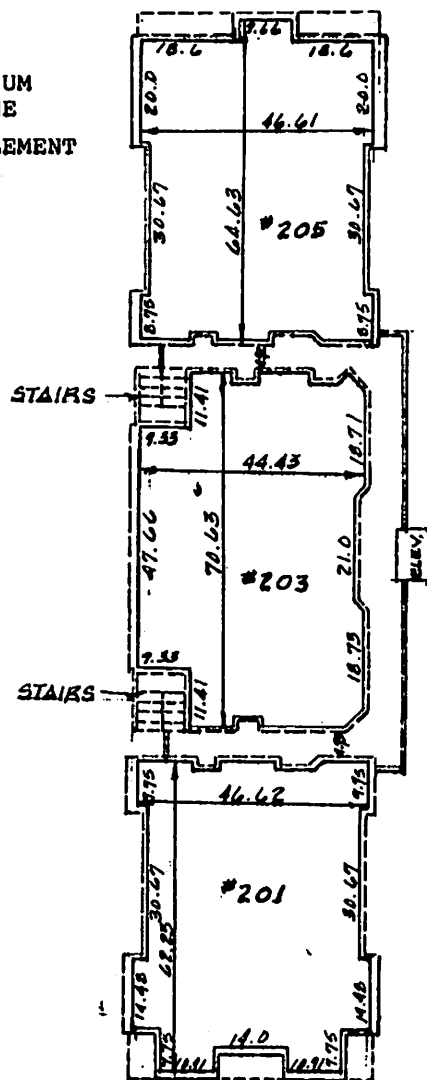
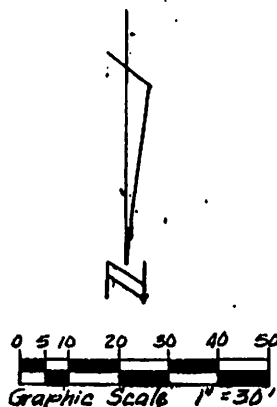
FLOOR ELEVATION = 24.44

CEILING ELEVATION = 32.71

————— DENOTES CONDOMINIUM
UNIT BOUNDARY LINE
----- DENOTES COMMON ELEMENT
BOUNDARY LINE

NOTE:

1. NORMAL CONSTRUCTION PRACTICE MAY RESULT IN DIMENSIONAL VARIANCE FROM THE UNIT SIZES SHOWN HEREON.
2. WIDTH OF WALLS IS 0.67' UNLESS OTHERWISE NOTED.



B5020 P1832

EXHIBIT NO. 1

PAGE 3 OF 3

THIS sketch is the property of BRUCE CARTER & ASSOCIATES, INC. and shall not be reproduced in whole or part without permission of the above in writing.

| UPDATES and/or REVISIONS | DATE | BY | CK'D |
|--------------------------|------|----|------|
| | | | |
| | | | |
| | | | |
| | | | |

NOTE The undersigned and BRUCE CARTER & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title search.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

BRUCE CARTER & ASSOCIATES, INC.



LAND SURVEYORS

LAND PLANNERS

1580 N.W. 2nd AVE., SUITE 5, BOCA RATON, FLORIDA

PHONE (305) 395-6495
WEST PALM (305) 848-8455

FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM

FIRST FLOOR

FLOOR ELEVATION = 12.80

CEILING ELEVATION = 21.00

————— DENOTES CONDOMINIUM
UNIT BOUNDARY LINE

----- DENOTES COMMON ELEMENT
BOUNDARY LINE

NOTE:

1. NORMAL CONSTRUCTION PRACTICE MAY RESULT IN DIMENSIONAL VARIANCE FROM THE UNIT SIZES SHOWN HEREON.
2. WIDTH OF WALLS IS 0.67' UNLESS OTHERWISE NOTED.

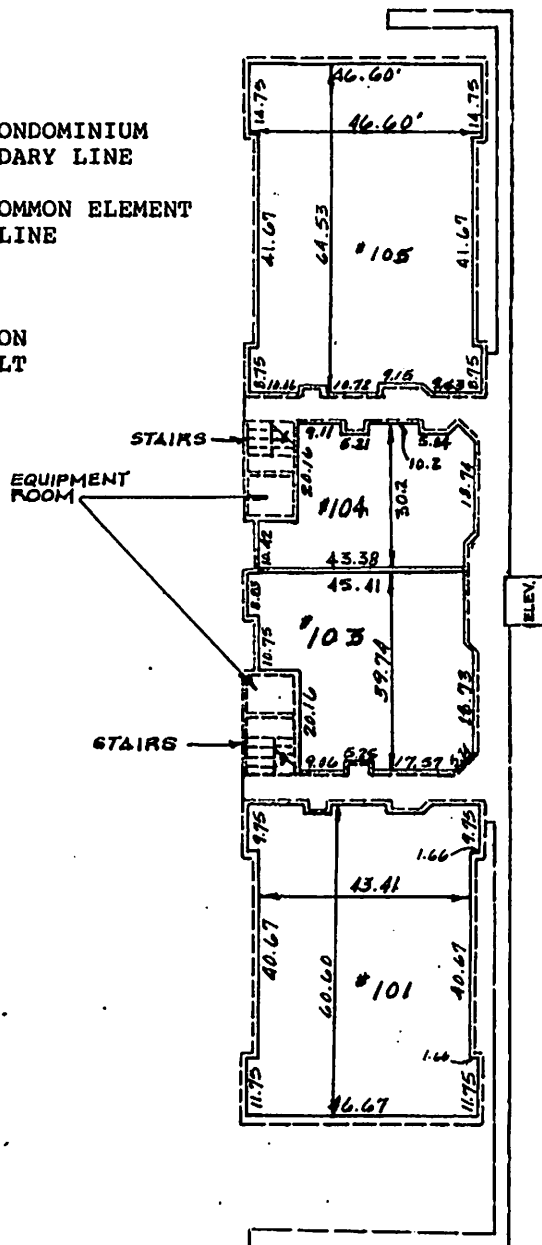


EXHIBIT NO. 1

PAGE 2 OF 3

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| UPDATES and/or REVISIONS | DATE | BY | CK'D |
|--------------------------|------|----|------|
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NOTE The undersigned and BRUCE CARTER & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title search.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

BS020 P1833

EXHIBIT 2

PERCENT OF OWNERSHIP OF COMMON ELEMENTS
AND COMMON SURPLUS AND SHARES IN COMMON EXPENSES

B5020 P1834

Percentage of Ownership of Common Elements and Common Surplus and Shares in Common Expenses.

| <u>Unit No.</u> | <u>Percentage of Ownership of Common Elements</u> | <u>Percentage of Ownership of Common Surplus and Shares in Common Expenses</u> |
|-----------------|---|--|
| 101 | 16.87% | 16.87% |
| 103 | 9.48% | 9.48% |
| 104 | 6.75% | 6.75% |
| 105 | 17.15% | 17.15% |
| 201 | 15.97% | 15.97% |
| 203 | 17.50% | 17.50% |
| 205 | <u>16.28%</u> | <u>16.28%</u> |
| <u>TOTAL</u> | 100.00% | 100.00% |

NOTE: Developer reserves the right to combine or not to combine units prior to conveyance as it deems necessary to meet the needs of the owners and/or lessees, and to amend this Exhibit accordingly without joinder by any other party so long as no other unit owner's percentages as indicated above are changed.

85020 P1835

EXHIBIT 3

ARTICLES OF INCORPORATION OF
FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM
ASSOCIATION, INC.

B5020 P1836

Declaration of Condominium in the Public Records of Palm Beach County, Florida, and to undertake the performance of the acts and duties incident to the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the Declaration of Condominium establishing said Condominium and the Exhibits annexed thereto, and the Condominium Act. The Corporation shall be conducted as a corporation not for profit for the benefit of its members, and the Corporation shall make no distributions of income to its members, directors or officers. There shall be no dividends paid to any of the members. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses. The Corporation may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income. This Corporation shall issue no shares of stock of any kind or nature whatsoever.

ARTICLE IV

4.1 The members of the Corporation shall consist of all of the record owners of units in the Condominium, and such membership shall be automatic upon recording in the public records of Palm Beach County, Florida, a deed or other instrument establishing record title to a unit in the Condominium. Membership in the Corporation shall terminate automatically upon an owner of a unit no longer having record title to the unit, provided, however that any party who owns more than one unit shall remain a member of the Corporation so long as he shall retain record title to, or a record fee ownership interest in, any unit. Membership in this Corporation shall be limited to the record owners of units in the FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM. Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed in the Public Records of Palm Beach County, Florida.

4.2 On all matters on which the membership of the Corporation shall be entitled to vote, there shall be only those votes for each unit as set forth in the Declaration of Condominium, notwithstanding the fact that the unit is owned by more than one person, and such vote or votes may be exercised by the owner or owners of each unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any owner or owners own more than one unit, such owner or owners shall be entitled to exercise or cast as many votes as are allocated to the particular units owned, in the manner provided by the Declaration of Condominium.

ARTICLE V

The street address of the initial registered office of the Corporation is 5301 North Federal Highway, Suite 310, Boca Raton, Florida 33431, and the name of the registered agent of the Corporation at this address is Joseph R. Cook.

ARTICLE VI

6.1 All corporate powers of the Corporation shall be exercised by, or under the authority of, and the affairs of the Corporation shall be managed under the direction of, a Board of Directors. The number of persons which will constitute the entire Board of Directors shall be fixed by the Corporation's Bylaws, but in no event shall be less than three (3) nor more than twelve (12).

6.2 The number of directors constituting the initial Board of Directors of the Corporation is three (3). The name and address of each person who is to serve as an initial Director is:

| <u>Name</u> | <u>Address</u> |
|-----------------|---|
| Kenneth A. Mehr | 1500 N.W. 10th Avenue, Suite 201 Boca Raton, Florida 33432 |
| Marc S. Frager | 1500 N.W. 10th Avenue, Suite 205 Boca Raton, Florida 33432 |
| Timothy W. Valk | 1500 N.W. 10th Avenue, Suite 205 Boca Raton, Florida 33432 |

6.3 Each person named in these Articles as a member of the initial Board of Directors shall hold office until the first annual meeting of members and until his successor shall have been elected and qualified, or until his earlier resignation, removal from office or death.

6.4 Directors, subsequent to the initial Board of Directors, shall be elected at the annual meeting of the members of the Corporation to hold office until the next succeeding annual meeting of members, and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death. Provisions for the election of Directors and respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Board of Directors shall be as set forth in the Declaration of Condominium and as established in the Bylaws.

ARTICLE VII

The name and address of the incorporator is:

| <u>Name</u> | <u>Address</u> |
|----------------|--|
| David A. Riggs | 5301 North Federal Highway, Suite 310 Boca Raton, Florida 33431 |

ARTICLE VIII

The initial Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors and the members of the Corporation in the manner provided by the Bylaws and the Declaration of Condominium.

ARTICLE IX

This Corporation shall have all the powers set forth in Florida Statutes Article 617, all of the powers set forth in the Condominium Act of the State of Florida, and all of the powers granted to it by the Declaration of Condominium and the Exhibits annexed thereto.

ARTICLE X

The date of commencement of the corporate existence of the corporation, pursuant to section 607.014 (1) of the Florida Statutes shall be upon the date of subscription and acknowledgment of these Articles of Incorporation, provided such articles are filed by the Department of State within 5 days, exclusive of legal holidays, after such date.

ARTICLE XI

Amendments to these Articles of Incorporation shall be adopted in accordance with the provisions of Florida Statutes Sections 617.016 through 617.019; provided that, notwithstanding anything to the contrary contained in Florida Statutes Sections 617.016 through 617.019, the affirmative vote of not less than two-thirds (2/3ds) of the voting interests of the Corporation shall be required to adopt any amendment or amendments to these Articles of Incorporation. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of the State of Florida and upon the registration of such amendment or amendments with the said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Palm Beach County, Florida.

Provided, however, that no amendment shall make changes in the qualifications for membership nor the voting rights of the members.

nor make changes in Article III or Article IX, without approval in writing of all voting members and the joinder of all record owners of mortgages on the units. No amendment shall be made of these Articles of Incorporation that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made of these Articles of Incorporation if such amendment would affect or impair the validity or priority of any mortgage held by an Approved Mortgagee (as defined in the Declaration of Condominium) without the prior written consent of the Approved Mortgagee which holds the affected or impaired mortgage.

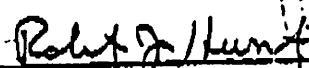
Executed and subscribed at Boca Raton, Florida his signature this 23rd day of June, 1986.



David A. Riggs

STATE OF FLORIDA)
 ss.
COUNTY OF PALM BEACH)

The foregoing Articles of Incorporation of FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC. were acknowledged before me this 23rd day of June, 1986, by David A. Riggs, the incorporator.



NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 21, 1990
BONDED THRU GENERAL INS. UN92

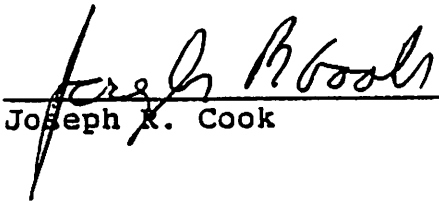
0800R/11R

FILED

ACCEPTANCE OF REGISTERED AGENT

JUN 24 11 01 AM '86

I, Joseph R. Cook, hereby accept the ~~Secretary designation~~ as registered agent of FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC.



Joseph R. Cook

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing Acceptance of Registered Agent was acknowledged by Joseph R. Cook before me on June 23, 1986.



NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 21, 1990
BONDED THRU GENERAL INS. UND.

B5020 P1845

EXHIBIT 4

BYLAWS OF
FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM ASSOCIATION INC.

85020 P184b

BYLAWS
OF
FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit Under
the laws of the State of Florida)

ARTICLE I
Identity

Section 1. Identification. These are the Bylaws of FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (the "Association"). The Association has been organized for the purpose of administering the operation and management of FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM (the "Condominium") to be established in accordance with Florida Statutes Chapter 718 (the "Condominium Act") by the recording of a Declaration of Condominium (the "Declaration") in the public records of Palm Beach County, Florida.

Section 2. Applicability. These Bylaws are applicable to the Condominium and are subject to the provisions of the Articles of Incorporation (the "Articles") of the Association. A copy of the Articles and a copy of these Bylaws will be annexed as exhibits to the Declaration. The terms and provisions of the Articles and the Declaration shall control whenever the same may conflict with the Bylaws.

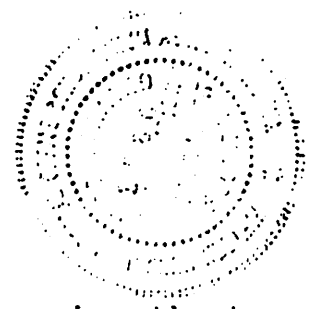
Section 3. Principal Offices. The office of the Association shall be at the condominium property of the Condominium (the "Condominium Property") in Boca Raton, Palm Beach County, Florida, or at such other place as the Board of Directors may determine from time to time.

Section 4. Registered Office. The registered office of the Association, required by the applicable laws of the State of Florida to be maintained in the State of Florida, may be, but need not be, identical with the principal office in the State of Florida, and the address of the registered office may be changed from time to time by the Board of Directors.

Section 5. Fiscal Year. The fiscal year of the Association shall be the calendar year, provided, however, the Board of Directors is expressly authorized to adopt a different fiscal year at such time as the Board deems advisable.

B5020 P1847

Section 6. Seal. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation. An impression of which seal is as follows:



Section 7. Definition of "Developer". As used herein, the term "Developer" shall mean and refer to TENTH AVENUE DEVELOPMENT ASSOCIATES, a general partnership organized under the laws of the State of Florida.

Section 8. Definition of "Approved Mortgagee". As used herein, the term "Approved Mortgagee" shall mean a commercial bank, savings bank, life insurance company, real esstate or mortgage investment trust, mortgage company, bank holding company, trust company, insurance company, the Developer, an agency of the United States government, private or public pension fund, savings and loan association, a holder of a mortgage granted to the seller of a Unit, or the successors or assigns of the foregoing. An Approved Mortgagee may hold not only a first mortgage but a subordinate mortgage.

ARTICLE II

Membership, Voting, Quorum, Proxies

Section 1. Membership. The qualifications of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be set forth in the Articles, the provisions of which are incorporated herein by reference.

Section 2. Roster of Members. The Association shall maintain a roster of the names, mailing addresses, unit identifications, voting certifications and, if known, telephone numbers, of all Members. 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 to substantiate the holding of a membership. Each Member shall furnish to the Association a copy of the record evidence of his title substantiating his membership in the manner required by the Articles of Incorporation of the Association and the Declaration.

Section 3. Quorum; Approvals. A quorum at meetings of Members shall consist of persons present entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, the Articles, or these Bylaws.

Section 4. Multiple Owners. The vote of the owners of a unit in the Condominium ("Unit" or Units", as the case may be) owned by more than one person or by a corporation, a partnership, a trust or other entity, shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act by the one person named in a certificate signed and acknowledged before a notary public by all the owners of the Unit and filed with the secretary of the Association; and such certificate shall be valid until revoked by a subsequent certificate signed and acknowledged by all the owners of the Unit before a notary public and filed with the secretary of the Association. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose. Approval or disapproval by the owner of a Unit ("Unit Owner") on any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Unit Owner if in an Association meeting.

Section 5. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and any lawfully adjourned meetings thereof, and must be filed with the secretary of the Association before the appointed time of the meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Unit Owner executing it.

ARTICLE III Annual and Special Meetings of Membership

Section 1. Annual Meeting. The annual meeting of Members shall be held at the office of the Association or at such other place in Boca Raton, Florida as may be specified in the notice of the meeting, on the second Tuesday of March of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding regular business day.

Section 2. Special Meetings. Special meetings of Members shall be held whenever called by the president or vice-president or by a

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majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members of the Association owning not less than a majority of the Units. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 3. Notice of Meeting. Written notice of all Members' meetings, regular or special, shall be given by the president or vice-president or secretary of the Association, or other officer of the Association in the absence of such officers, to each Member; and such notice shall be written or printed and shall state the time and place and purpose for which the meeting is called. Such notice shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. Unless a Unit Owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by certified mail, return receipt requested, to each Member at his address as it appears on the records of the Association with postage thereon prepaid, and the post office certificate of mailing shall be retained as proof of such mailing. If presented personally, receipt of such notice shall be signed by the Member indicating the date on which said notice was received by him. The officer of the Association giving notice of the meeting to Members shall provide an affidavit, to be included in the official records of the Association, affirming that a notice of the Association meeting was mailed or hand-delivered, in accordance with the Condominium Act and this provision of the By-Laws, to each Member at the address last furnished to the Association. Additionally, written notice of such meeting shall be posted conspicuously on the Condominium Property at least fourteen (14) days prior to the date of said meeting. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Presiding Officer. At meetings of the Members, the president shall preside, or in his absence, the vice-president, or in the absence of both, the Members shall select a chairperson.

Section 5. Order of Business. The order of business at annual meetings of Members and, as far as practical, at all other meetings of Members, shall be as follows:

- (a) Call of the roll and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.

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- (c) Reading of minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

Section 6. Voting. Voting shall be in accordance with the Declaration as recorded in the Public Records of Palm Beach County, Florida.

Section 7. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

Section 8. Minutes of Meetings. Minutes of all meetings of members shall be kept by the secretary or an assistant secretary, and shall be available for inspection by the Members and the Board of Directors of the Association at the office of the Association at all reasonable times.

ARTICLE IV DIRECTORS

Section 1. Directors. The affairs of the Association shall be managed by the Board of Directors consisting of twelve (12) directors. Each director shall hold office until the later of the next annual meeting of the Members or until his successor shall have been elected and qualified. Directors need not be residents of the State of Florida or Members of the Association.

Section 2. Election of Directors. Election of directors shall be held at the annual meeting of Members, subject to the provisions of Article IV, Section 3 hereof. The election shall be by written ballot (unless dispensed by unanimous consent) and each Member or proxy holder shall be entitled to cast the number of votes set forth in Article 10 of the Declaration of Condominium for each Unit owned by such Member or by the Member giving the proxy, as the case may be, for each director to be elected with respect to each Unit owned by such Member.

Section 3. Resignations. Any director or member of a committee may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time is specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective.

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Section 4. Removal of Directors. Any director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all the voting interests. A special meeting of the Members to recall one or more directors may be called by ten (10%) percent of the voting interests giving notice of the meeting as required for a meeting of Members, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all the voting interests, the recall shall occur in accordance with the provisions of the Condominium Act.

Section 5. Vacancies. Any vacancy occurring on the Board of Directors shall be filled by the Unit Owner or Owners who elected the director whose resignation or removal gave rise to the vacancy. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Notwithstanding the foregoing, any vacancy occurring on the Board of Directors prior to the initial meeting of Members may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors.

Section 6. Regular Meetings. One regular meeting of the Board of Directors shall be held annually and shall be held immediately following the annual meeting of Members and at the same location. The Board of Directors may provide, by resolution, the time and place, within the City of Boca Raton, Florida, for the holding of additional regular meetings. Notice of regular meeting shall be given to each director in writing personally or by mail, or telegraph, at least three (3) days prior to the day named for such meeting. A notice of all regular meetings of the Board of Directors shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of the meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president and must be called by the secretary at the written request of five (5) of the directors. Not less than three (3) days notice of the meeting shall be given to each director in writing, personally or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice of a special meeting of the Board of Directors shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of the meeting, except in an emergency. These notice provisions may be waived if an emergency exists.

Section 8. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed to be equivalent to the giving of the notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when a director states, at the beginning of the

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meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 9. Quorum. A majority of the number of directors fixed by Section 1 of this Article IV shall constitute a quorum for the transaction of business unless a greater number is required by the Articles of Incorporation. The acts approved by a majority of those present at a meeting at which quorum is present shall constitute the acts of the Board of Directors unless the act of a greater number is required by the Declaration, the Articles or these Bylaws.

Section 10. Adjourned Meetings. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Notice of any such adjourned meeting shall be given to the directors and notice of the adjourned meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of the adjourned meeting.

Section 11. Presiding Officer. The presiding officer of meetings of the Board of Directors shall be the president and, in his absence, the vice-president. In the absence of such presiding officer, the directors present shall designate one of their number to preside at such meeting.

Section 12. Order of Business. The order of business at meetings of the Board of Directors shall be as follows:

- (a) Call of the roll.
- (b) Proof of due notice of meeting.
- (c) Reading of minutes and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

Section 13. Minutes of Meetings. Minutes of all meetings of the Board of Directors shall be kept by the secretary and shall be available for inspection by Members and Directors at all reasonable times.

Section 14. Open Meetings. Meetings of the Board of Directors shall be open to all Members and notice of all such meetings shall be posted as required by these Bylaws and the Condominium Act. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a

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statement that assessments will be considered and the nature of any such assessments. Meetings of the Board of Directors may be held only in person and not by means of a conference telephone or any other communications equipment, except as set forth in paragraph 14 of this Article IV.

Section 15. Emergency Meetings. Emergency meetings of the Board of Directors may be held by the directors conferring with each other by conference telephone or similiar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. In such event, the signature of a director on the minutes of any such meeting shall conclusively establish said director's presence at, and joinder in, such meeting for purposes of determining a quorum, and unless a contrary vote is indicated, shall establish said directors' vote in favor of actions approved by the Board during such meeting.

Section 16. Fees and Expenses. Directors shall not be entitled to any fees or compensation for their services as directors, other than direct expenses, except with the approval of a majority of the voting interests of the Association reflected by a vote taken at a duly constituted meeting of the Members.

Section 17. Powers and Duties. All of the powers and duties of the Association, including those existing under the Condominium Act and the others laws of Florida, the Declaration, the Articles, and these Bylaws, shall be exercised exclusively by the Board of Directors, subject to approval by the Members only when such approval is specifically required by the Condominium Act, the Declaration, the Articles or the Bylaws. Such powers and duties shall be exercised in accordance with the Condominium Act, the Declaration, the Articles, and these Bylaws, and shall include, without limitation, the right, power and authority to:

(a) Financial. Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium; use funds in its possession in the exercise of its powers and duties; pay taxes, assessments and fines which are liens against any part of the Condominium other than the individual Units owned by other than the Association.

(b) Control. Maintain, repair, replace and operate Condominium Property; purchase insurance upon the Condominium Property and insurance for the protection of the Association and its Members; reconstruct improvements after casualty; make, from time to time, reasonable rules and regulations respecting the use of the property in the Condominium, provided, such rules and regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of property under the terms of the Articles, and the Declaration; employ personnel for

reasonable compensation to perform the services required for the proper administration of the Association and the Condominium.

(c) Managment Control. Contract the maintenance, management or operation of Condominium Property, and delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration or these Bylaws to have approval of the Board of Directors or the Members of the Association. No such management contract shall be construed to be invalid by reason of the Association's delegation or assignment of it rights, duties, privileges or responsibilities as set forth in the Condominium Act or Declaration.

(d) Approval of Proposed Sales. Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale of a Unit in the manner specified in the Declaration. The president or the vice president of the Association are and shall be authorized to approve (but not disapprove) any proposed purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same.

(e) Disposition of Property. Acquire, own, hold, operate, lease, encumber, convey, exchange, manage and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration.

(f) Enforcement. Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted.

(g) Liens. Pay all taxes and assessments which are liens against any part of the Condominium, other than Units and the appurtenances thereto, and to assess the same against the Members and their respective Units subject to such liens.

(h) Utilities. Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units.

(i) Employment. Employ personnel for reasonable compensation to perform the services required for proper administration of the Association and the Condominium.

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ARTICLE V Officers

Section 1. Officers. The executive officers of the Association shall be a president, who shall be a director; a vice-president, who shall be a director; a treasurer and a secretary, and as many assistant secretaries and assistant treasurers as the Board shall deem advisable from time to time, all of whom shall be elected annually by the Board of Directors and who may preemptorily be removed by a majority vote of the directors present at any duly constituted meeting. Any person may hold two or more offices, except that the president shall not also be the secretary or an assistant secretary. The Board of Directors shall, from time to time, elect such other officers, and designate their powers and duties, as the Board shall find to be necessary to manage the affairs of the Association. An officer may resign at any time. Such resignation shall be made in writing, and shall take effect at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective. A vacancy in any office shall be filled by the Board of Directors.

Section 2. President. The president shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of the president of a corporation not for profit, including, but not limited to, the responsibility to serve as chairman of all meetings of the Board of Directors and meetings of Members, and the power to appoint committees from among the Members, from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association. He shall have such additional powers as may be contained in those Bylaws and as the Board of Directors may designate.

Section 3. Vice-President. The vice-president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

Section 4. Secretary. The secretary shall keep the minutes of all proceedings of the Board of Directors and the Members. He shall attend to the giving and service of all notices to the Members and directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of a corporation not for profit and as may be required by the Board of Directors or the President. The assistant secretary shall perform the duties of the secretary when the secretary is absent.

Section 5. Treasurer. The treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; keep the books of the Association in accordance with good accounting practices; make provision for collection of assessments; and he shall perform all other duties incident to the office of treasurer of a corporation not for profit. The assistant treasurer shall perform the duties of the treasurer when the treasurer is absent.

Section 6. Compensation of Officers. No compensation shall be paid to any officer of the Association except with the approval of a majority of the Members, reflected by a vote taken by a duly constituted meeting of the Members.

ARTICLE VI Fiscal Management

The provisions for fiscal management of the Association, set forth in the Declaration and Articles, shall be supplemented by the following provisions:

Section 1. Accounting Classifications. The Association shall maintain separate accounts under the following classifications as shall be appropriate all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

(b) Reserve amounts classified as appears below. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. The Members of the Association may, by the vote of a majority of the Members presented at a duly called meeting of the Association at which there is a quorum, determine for a fiscal year to provide no reserves or reserves less adequate than required by this Article of the Bylaws and the Condominium Act.

(i) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(ii) Reserve for replacement, which shall include funds for repair or replacements required because of damage, depreciation or obsolescence.

(iii) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which may be a part of the common elements. Any or no amount may be budgeted for this reserve in the sole discretion of the Board of Directors.

Section 2. Assessment Roll. The Association shall maintain an assessment roll which shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the owner(s) and mortgagee(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount and due date of each assessment, the amounts paid upon the account, and the balance due upon each assessment.

Section 3. Budget. The Board of Directors shall adopt for, and in advance of, each calendar year, a budget that shall include the estimated funds required to defray the Common Expenses for the year, and to provide and maintain funds for such reserves as may be established. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association, and any reserve accounts and/or funds which may be established from time to time by the Board of Directors. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Owner(s) of each Unit and the due date(s) and amounts of installments thereof. The adoption of the budget shall comply with the requirements hereinafter set forth:

(a) A copy of the proposed annual budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of the meeting indicating the time and place of such meeting. Such meeting of the Board of Directors shall be open to Members. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

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(b) If a budget is adopted by the Board of Directors which requires assessment of the Unit Owners in any budget year exceeding 115% of such assessments for the preceding budget year, the Board of Directors, upon written application to the Board of Directors of ten percent (10%) of the voting interests of the Association, shall call a special meeting of the Unit Owners within thirty (30) days of the delivery of such application of the Board of Directors, upon not less than ten (10) days written notice to each Unit Owner, at which special meeting Unit Owners may consider only and enact only a revision of the budget, or recall any and all members of the Board of Directors and elect their successors in accordance with the rights of a Unit Owner or Owners to elect certain directors, as set forth in the Declaration. Any such revision of the budget shall require a vote of not less than a majority vote of all the voting interests.

(c) The Board of Directors may propose a budget to the Unit Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted and such budget shall not thereafter be re-examined by the Unit Owners.

(d) If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(e) In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded from the computation any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, or for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or for assessments for betterments to the Condominium Property.

Section 4. Assessments. Upon adoption of the budget, the Board of Directors shall cause a written copy thereof to be delivered to each Unit Owner. Assessments shall be made against Unit Owners pursuant to procedures established by the Board of Directors, and in accordance with the terms of the Declaration and the Articles. Unit Owners shall be liable to pay assessments monthly; provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

Section 5. Commingling of Funds. Notwithstanding the fact that the Association shall maintain separate books of account for each of the Units, all sums collected by the Association from all

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assessments against all Units in the Condominium may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors.

Section 6. Depository of Funds. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by persons as are designated by the Board of Directors.

Section 7. Bonding of Officers. Fidelity bonds of some or all officers, employees and/or agents of the Association may be required by the Board of Directors. The amount of such bonds shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

Section 8. Special Assessments. Special assessments, if required, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all Members in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Elements (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the Members at a duly convened meeting, and (ii) those assessed against one or more Members individually to cover repairs or maintenance for which such Member or Members are responsible and which he or they have failed to make, which failure impairs the value of or endangers the Common Elements of the Condominium, or which are for expenses incident to the abatement of a nuisance within his or their Units.

Section 9. Reports to Unit Owners. Recognizing that it is extremely difficult to adopt a budget for each fiscal year that exactly coincides with the actual expenses during the year, the Board of Directors shall report to the Unit Owners at the annual meeting of such Unit Owners, the amount, if any, by which assessments for the preceding fiscal year have exceeded the expenditures of the Association. Such excess shall be applied automatically against the following year's assessment.

Section 10. Audits. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each Member not later than April 1, of the year following the year for which the audit is made.

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**ARTICLE VII
Parliamentary Rules**

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles and these Bylaws or with the Statutes of the State of Florida.

**ARTICLE VIII
Arbitration**

Internal disputes between and among Unit Owners, the Association, and their agents and assigns, at the request of all parties to the dispute shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association before a single arbitrator. The arbitration shall be held in the City of Boca Raton, Palm Beach County, Florida.

**ARTICLE IX
Transfer Fee**

There shall be a fee of \$50.00, to be paid to the Association by any Unit Owner who seeks to sell, lease or sublease his Unit, to cover the expenses of the Association in connection with the approval of such sale, lease or sublease. The transfer fee shall be nonrefundable.

**ARTICLE X
Amendments to Bylaws**

Amendments to these Bylaws shall be proposed and adopted in the following manner:

Section 1. Proposed Amendments. Amendments to these Bylaws may be proposed by a majority of the Board of Directors of the Association or upon vote of a majority of the Unit Owners, whether meeting as Members or by instrument, in writing, signed by them.

Section 2. Notice of Meeting to Consider Amendments. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the president of the Association or acting chief executive officer in the absence of the president, who shall thereupon call a special meeting of the Members not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each Member written or printed notice of such meeting in the same form and in the same manner as the notice of the call of a special meeting of the Members, provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of Members.

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notice of such meeting in the same form and in the same manner as the notice of the call of a special meeting of the Members, provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of Members.

Section 3. Approval of Amendments. In order for such amendment or amendments to become effective, the same shall be approved by affirmative vote of the owners of not less than two-thirds of the Units. A copy of such approved amendment(s) to these Bylaws shall be transcribed, certified by the president and secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida.

Section 4. Effective Date. Notwithstanding the foregoing, an amendment signed by the owners of all the Units shall become immediately effective.

Section 5. Written Vote of Members. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any Member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

Section 6. Discrimination Prohibited. Notwithstanding anything to the contrary contained herein, no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles or any of the provisions of the Declaration.

Section 7. Limitation Upon Power of Amendment. Notwithstanding any provision in these Bylaws to the contrary, these Bylaws may not be amended in any way or manner which adversely affects, limits, impairs or prejudices any right of Developer hereunder without the prior written consent of Developer; nor may these Bylaws be amended if such amendment would affect or impair the validity or priority of any mortgage held by any Approved Mortgagee without the prior written consent of the affected Approved Mortgagee.

EXHIBIT 5

VOTING RIGHTS OF MEMBERS OF
FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM
ASSOCIATION, INC.

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VOTING RIGHTS OF MEMBERS OF FIFTEEN HUNDRED MEDICAL
OFFICE CONDOMINIUM ASSOCIATION, INC.

| <u>Unit No.</u> | <u>Votes Appurtenant to the Unit</u> |
|-----------------|--|
| 101 | 2 |
| 103 | 1 |
| 104 | 1 |
| 105 | 2 |
| 201 | 2 |
| 203 | 2 |
| 205 | <u>2</u> |
| TOTAL VOTES: | 12 |

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EXHIBIT 6

RIGHT OF OWNERS TO ELECT DIRECTORS

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RIGHT OF OWNERS TO ELECT DIRECTOR

| <u>Unit No.</u> | <u>Number of Directors Nominated and Elected by Unit</u> |
|----------------------------|--|
| 101 | 2 |
| 103 | 1 |
| 104 | 1 |
| 105 | 2 |
| 201 | 2 |
| 203 | 2 |
| 205 | <u>2</u> |
| TOTAL NUMBER OF DIRECTORS: | 12 |

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AFFIDAVIT OF PARTNERSHIP

STATE OF FLORIDA

COUNTY OF PALM BEACH

The undersigned, Timothy W. Valk, being duly sworn, deposes and says:

1. This Affidavit is made pursuant to Florida Statutes §620.605(1).

2. That Affiant is a general partner in TENTH AVENUE DEVELOPMENT ASSOCIATES, a Florida general partnership (the "Partnership").

3. That the partners of the Partnership are as follows:

Jonathan I. Greene
Kenneth A. Mehr
Richard S. Baily
Harold C. Friend
Marc S. Frager
Timothy W. Valk
Richard E. Kowalsky.

4. That the individuals identified in paragraph 3 above constitute all the Partners in the Partnership.

5. That Kenneth A. Mehr, a partner in the Partnership, had the authority to execute and record a declaration of condominium and any other documentation necessary or desirable for the creation of FIFTEEN HUNDRED MEDICAL OFFICE CONDOMINIUM, and that, in doing so, he was acting in the usual course of Partnership business.


TIMOTHY W. VALK

STATE OF FLORIDA

COUNTY OF PALM BEACH

Subscribed and sworn to before me this 25th day of September 1986
by Timothy W. Valk.


Notary Public
My commission expires: August 8, 1990
Notary Public, State of Florida at Large
My Commission Expires Aug. 8, 1990



B5020 P1867

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE

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