

2 (91)

This Instrument Prepared by:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
780 N. Ponce de Leon Boulevard
St. Augustine, Florida 32084
File No. 04-06-214

IN RE →

DECLARATION OF CONDOMINIUM

FOR

FLAGLER-WHITEHALL PROFESSIONAL PARK, A CONDOMINIUM

TABLE OF CONTENTS

Page	
1. PURPOSE	1
1.1 Name	1
1.2 Address	1
1.3 Description of Land	1
1.4 Binding Effect of Declaration	1
2. DEFINITIONS	2
3. PROPOSED PLAN OF DEVELOPMENT	4
3.1 Development Plans	4
3.2 Improvements	5
3.3 Legal Descriptions of Units	5
3.4 Unit Owner Build-Out	5
3.5 Subdividing and Combining Units	6
4. UNIT BOUNDARIES	7
4.1 Unit Boundaries	7
4.2 Improvements and Areas Excluded from the Units	7
4.3 Square Footage	8
5. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	8
5.1 Common Elements	8
5.2 Limited Common Elements	8
6. PHASE DEVELOPMENT	9
6.1 Proposed Plan of Development	9
6.2 Units and Facilities in Future Phases	9
6.3 Unit Configuration and Size	9
6.4 Legal Descriptions	9
6.5 Ownership in Common Elements and Share of Common Expenses;	
Membership in Association	10
6.6 Effect of Addition of Phases	10
6.7 Modification of Phase Development Plans	10

7. MULTICONDOMINIUM10

7.1 Association.....10

7.2 Apportionment of Common Expenses10

7.3 Use Rights in Facilities and Amenities11

7.4 Common Surpluses of Condominium and Multicondominium.....11

7.5 Voting Rights11

7.6 No Limitation11

8. OWNERSHIP12

8.1 Type12

8.2 Association Membership.....12

8.3 Owner’s Rights12

8.4 Registry of Owners12

8.5 Time Share Prohibited12

9. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON
ELEMENTS.....12

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND
LIABILITY FOR COMMON EXPENSES13

11. MAINTENANCE13

11.1 Common Elements and Limited Common Elements.....13

11.2 Units.....13

11.3 Enforcement of Maintenance and Right of Entry14

11.4 Limitation on Liability15

12. ALTERATIONS AND IMPROVEMENTS15

12.1 Alterations by Owners15

12.2 Alterations by the Association16

13. USE OF CONDOMINIUM PROPERTY16

13.1 Occupancy.....16

13.2 Conveyances and Leasing of Units16

13.3 Restrictions on Leasing of Units17

13.4 Nuisances18

13.5 Lawful Use18

13.6 Rules and Regulations.....18

13.7 Signage.....18

13.8	Driveways and Walkways.....	19
13.9	Window Coverings	19
13.10	Animals	19
13.11	Lighting	19
13.12	Storm Shutters.....	19
13.13	Parking	19
13.14	Common Elements and Limited Common Elements.....	19
13.15	Trash Disposal.....	19
13.16	Developer’s Use of Condominium Property.....	20
14.	EASEMENTS	20
14.1	Utilities.....	20
14.2	Support.....	20
14.3	Common Elements	20
14.4	Air Space.....	20
14.5	Encroachments	21
14.6	Overhangs	21
14.7	Pedestrian and Vehicular Traffic	21
14.8	Access and Drainage	21
14.9	Mailboxes and Drop Boxes.....	21
14.10	Developer’s Reserved Easements	21
15.	ASSOCIATION	22
15.1	Restraint Upon Assignment of Shares	22
15.2	Membership	22
15.3	Voting.....	23
15.4	Duties of the Association	23
16.	COMMON EXPENSES, COMMON SURPLUS, AND ASSESSMENTS	23
16.1	Share of Common Expenses and Common Surplus	23
16.2	Determination.....	23
16.3	Special Assessments	24
16.4	Non-Waiver.....	24
16.5	Interest, Late Fees, and Application of Payments.....	24
16.6	Lien for Assessments	25
16.7	Collection and Foreclosure	25
16.8	Assignment of Claim	25
16.9	Certificate of Unpaid Assessments	25
16.10	Assessments on Developer-Owned Units	25

17. INSURANCE.....26

17.1 Authority to Purchase.....27

17.2 Insurance Trustee27

17.3 Casualty Insurance27

17.4 Officers and Agents28

17.5 Liability29

17.6 Worker’s Compensation29

17.7 Premiums29

17.8 Proceeds29

17.9 Owner’s Obligations29

17.10 Qualifications of Insurance Carriers30

17.11 Mortgagee’s Rights30

17.12 Self-Insurance30

18. CONDEMNATION AND TOTAL OR PARTIAL LOSS OR DESTRUCTION...30

18.1 Condemnation Award30

18.2 Reconstruction or Repair after Casualty or Condemnation31

18.3 Assessments32

19. COMPLIANCE AND DEFAULT32

19.1 Remedies for Violations.....32

19.2 Fines32

19.3 Costs and Attorneys’ Fees.....32

20. AMENDMENT33

20.1 Restrictions on Amendments33

20.2 Notice34

20.3 General Procedure.....34

20.4 Amendment for Errors and Omissions.....34

20.5 Amendment by Developer34

21. NOTICE TO MORTGAGEES35

21.1 Certain Amendments to the Declaration35

21.2 Condemnation or Casualty Loss35

21.3 Termination of Condominium35

21.4 Insurance35

21.5 Actions Requiring Mortgagee Consent.....35

22.	TERMINATION	35
22.1	As a Result of Substantial Loss.....	35
22.2	By Agreement	35
22.3	Certificate of Termination.....	36
22.4	Shares of Owners after Termination	36
22.5	Sale of Property.....	36
22.6	Effect of Termination	37
23.	CONSTRUCTION.....	37
23.1	Severability and Invalidity	37
23.2	Headings.....	37
23.3	Gender.....	37
23.4	Intent	38
23.5	Assignment.....	38
24.	DISCLAIMER OF WARRANTIES	38

Exhibits

Exhibit A	Legal Description of Condominium Property (Phase I)
Exhibit B	Identification of Units and Allocation of Shares (Phase I)
Exhibit C	Survey (Phases I and II)
Exhibit D	Site Plan (Phases I–III)
Exhibit E	Building and Unit Floor Plans (Phase I)
Exhibit F	Elevations (Phase I)
Exhibit G	Surveyor’s certificate (Phase I)
Exhibit H	Legal Descriptions (Phases II and III)
Exhibit I	Articles of Incorporation of Flagler-Whitehall Professional Park Condominium Association, Inc.
Exhibit J	Bylaws of Flagler-Whitehall Professional Park Condominium Association, Inc.

DECLARATION OF CONDOMINIUM**FOR****FLAGLER-WHITEHALL PROFESSIONAL PARK, a condominium**

THIS DECLARATION OF CONDOMINIUM is made and executed this 16th day of June, 2008, by Flagler Whitehall Office and Storage, LLC, a Florida limited liability company ("Developer"), as owner of the real property described on Exhibit A, for itself and its successors, grantees, assignees and transferees.

1. PURPOSE. The purpose of this Declaration is to submit the lands described in Exhibit A and the improvements to be constructed on such lands to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes ("the Condominium Act"), and the Developer does hereby submit such lands and improvements to the condominium form of ownership and use. The provisions of the Condominium Act are hereby adopted and shall govern the condominium and the rights, duties, and responsibility of Owners except where permissive variances appear in the Declaration, Bylaws, or Articles of Incorporation of Flagler-Whitehall Professional Park Condominium Association, Inc.

1.1 Name of Condominium. The name by which this condominium is to be identified is Flagler-Whitehall Professional Park, a condominium ("the Condominium").

1.2 Address. The address of the Condominium is 101 and 105 Whitehall Drive, St. Augustine, Florida 32086.

1.3 Description of Land. The lands which by this instrument are submitted to the condominium form of ownership are those certain lands lying in St. Johns County, Florida, described in Exhibit A attached to and made part of this Declaration ("the Land"). Only Phase I of the Condominium is being submitted to condominium ownership by the recording of this Declaration. The Land will be subject to the conditions, restrictions, limitations, easements, and reservations of record, including without limitation the easement for utilities recorded in Official Records 1494, page 287 and the Declaration of Easements described in this Declaration.

1.4 Binding Effect of Declaration. All provisions of this Declaration will be construed to be perpetual covenants running with the Land or any part thereof or interest therein, and every Owner and claimant of the Land or any part thereof or interest therein, and his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of this Declaration, unless this Declaration is terminated pursuant to its terms or the Condominium Act. Both the burdens imposed by and the benefits of this Declaration shall run with each Condominium Parcel.

2. DEFINITIONS. The terms used in this Declaration and in the Articles of Incorporation, the Bylaws, and the Rules and Regulations shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires:

2.1 “Articles” or “Articles of Incorporation” means the Articles of Incorporation for Flagler-Whitehall Professional Park Condominium Association, Inc.

2.2 “Assessment” means a share of the funds required for the payment of Condominium Common Expenses, which from time to time is assessed against a Unit.

2.3 “Association” means Flagler-Whitehall Professional Park Condominium Association, Inc., the corporate entity responsible for the operation of the Condominium.

2.4 “Association Property” means that property, real and personal, which is owned or leased by the Association for the use and benefit of its members.

2.5 “Board of Administration” or “Board” means the board of directors or other representative body responsible for administration of the Association.

2.6 “Bylaws” means the Bylaws of the Association existing from time to time.

2.7 “Common Elements” means the portions of the Condominium Property not included in the Units, as further described in Section 5.

2.8 “Common Expenses” means all expenses properly incurred by the Association in the performance of its duties, including without limitation expenses specified in Section 718.115, Florida Statutes (2007).

2.9 “Common Surplus” means the amount of all receipts or revenues, including without limitation all assessments, rents, or profits, collected by the Association which exceed Common Expenses.

2.10 “Condominium” means Flagler-Whitehall Professional Park, a condominium.

2.11 “Condominium Parcel” means an individual Unit as defined in Section 2.23 below, together with the undivided share in the Common Elements and all easements, rights, and interests appurtenant to the Unit.

2.12 “Condominium Property” means the lands, leaseholds, and personal property that are subject to condominium ownership pursuant to this Declaration and any amendments, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.13 "Declaration" means this Declaration of Condominium for Flagler-Whitehall Professional Park, a condominium, the instrument by which the Condominium is created.

2.14 "Declaration of Easements" means and refers to that certain Declaration of Easements, Covenants and Restrictions recorded in Official Records 3104, page 1663, of the public records of St. Johns County, Florida, which grants easements for signage and drainage over portions of the Condominium Property in favor of parcels adjacent to the Condominium Property and which provides for shared use and maintenance of certain portions of the Condominium Property and architectural control over the parcels.

2.15 "Developer" means the person or entity which creates the Condominium or offers Condominium Parcels for sale or lease in the normal course of business, and such of its successors and assigns as to which the rights of Developer are specifically assigned in writing, but does not include an Owner or lessee who has acquired his Unit for his own occupancy. The Developer of this Condominium is Flagler-Whitehall Office and Storage, LLC, a Florida limited liability company. The rights of the Developer under this Declaration are independent of the Developer's right to control the Board of Administration as described in the Bylaws and shall not be deemed assigned, transferred, or waived upon Turnover.

2.16 "Governing Documents" means the Declaration, the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted by the Board of Administration.

2.17 "Institutional Mortgage" means the Owner and holder of a mortgage encumbering a Condominium Parcel, which shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agency, the Developer, or other any mortgagee acceptable to and approved by the Board of Administration. "Institutional First Mortgage" means an Institutional Mortgagee holding a first mortgage encumbering a Condominium Parcel.

2.18 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units, as specified in this Declaration.

2.19 "Owner" means the record owner of legal title to a Condominium Parcel and shall include the Developer.

2.20 "Participating Condominium" means any other condominium managed and operated by the Association as part of a multicondominium.

2.21 "Surface Water or Stormwater Management System" or "the 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 water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, and includes the retention pond depicted on the Site Plan.

2.22 “Turnover” means the time at which the Unit Owners other than the Developer elect a majority of the members of the Board of Administration and the Developer relinquishes control of the Association to the Unit Owners, as provided in the Bylaws.

2.23 “Unit” means a constructed office unit as more particularly described in Section 4 below, the part of the Condominium Property that is subject to exclusive ownership.

2.24 “Utility Services” as used in the Condominium Act, as construed with reference to this Condominium, and as used in this Declaration and all exhibits attached thereto, shall include without limitation electric power, hot and cold water, garbage and sewage disposal, Internet, data, and other services required by governmental authorities.

3. PROPOSED PLAN OF DEVELOPMENT.

3.1 Development Plans. The development plans for the Condominium consist of the following, which are attached to and by reference incorporated into this Declaration:

- | | | |
|--------------|------------|---|
| 3.1.1 | Exhibit A: | Legal Description of Condominium Property (Phase I) |
| 3.1.2 | Exhibit B: | Identification of Units (Phase I) |
| 3.1.3 | Exhibit C: | Survey (Phases I and II) |
| 3.1.4 | Exhibit D: | Site Plan (Phases I through III) |
| 3.1.5 | Exhibit E: | Building and Unit Floor Plans (Phase I) |
| 3.1.6 | Exhibit F: | Elevations (Phase I) |
| 3.1.7 | Exhibit G: | Surveyor’s certificate (Phase I) |
| 3.1.8 | Exhibit H: | Legal Descriptions of Proposed Phases II and III |

The survey meets the minimum technical standards set forth by the Board of Professional Land Surveyors as required by the Condominium Act.

3.2 Improvements. The Phase I Condominium improvements will consist of two (2) buildings (Buildings 2 and 3) containing sixteen (16) Units, parking areas, and a retention pond, all as shown on Exhibit D. The proposed improvements that may be added in future phases of the Condominium are described in Section 6. These proposed improvements are shown on Exhibit D but will not become part of the Condominium unless and until the Developer elects, in its sole discretion, to add them to the Condominium by recording an appropriate amendment to this Declaration in the public records of St. Johns County, Florida.

3.3 Legal Descriptions of Units. The legal description of each Unit shall consist of the identifying number of such Unit as set forth on Exhibit B and as depicted in the building plans attached as Exhibit E. Every deed, lease, mortgage, or other instrument shall legally describe a Condominium Parcel by its identifying letter as set forth on Exhibits B and E and each and every such description shall be deemed good and sufficient for all purposes.

3.4 Unit Owner Build-Out. The Developer will construct and convey the Units as unfinished "vanilla boxes" without floor slabs or interior walls, ceilings, finishes, or other improvements. Main lines for furnishing Utility Services will be installed by the Developer to a point on the Common Elements determined by the Developer in its sole discretion. The initial purchaser of a Unit or its successors or assigns shall be responsible, at such Unit Owner's expense, for connecting to such main lines and constructing all interior build-out improvements to the Unit ("the Initial Build-Out"), including without limitation ceilings, floor slab, floor and wall coverings, interior walls and doors, cabinets, electrical and plumbing fixtures and fittings, and for installing any necessary water lines, electrical wiring, telephone wiring, and other lines and wiring for the furnishing of Utility Services to the Unit from the point of connection to the main lines installed by the Developer. Prior to the commencement of construction of the Initial Build-Out, the Unit Owner must obtain Developer's written approval of the plans for the Initial Build-Out, which may be granted, withheld, or conditioned in the Developer's sole discretion, and must obtain, at such Unit Owner's expense, all necessary permits and approvals from St. Johns County, Florida, and any other governmental agency with jurisdiction over the Condominium Property for the construction of the Initial Build-Out and proposed use of the Unit. The Developer shall not be responsible for any loss or damage resulting from the actions by a Unit Owner prior to receipt of the Developer's approval of the plans for Initial Build-Out. The portions of the Initial Build-Out lying outside the boundaries of the Owner's Unit, if any, shall become Limited Common Elements or Common Elements, as applicable, in accordance with Sections 5.1 and 5.2. The Association may impose reasonable restrictions on the construction of the Initial Build-Out and on other alterations by Unit Owners so as to minimize the impact of such improvements and alterations on the businesses conducted by other Unit Owners on the Condominium Property.

3.5 Subdividing and Combining Units. Unit Owners may divide and combine their Units, provided:

3.5.1 The Owner of a Unit may divide his Unit solely for the purpose of conveying a portion of his Unit ("the Divided Unit") to the Owner of a Unit that is adjacent to the portion being conveyed ("the Combined Unit");

3.5.2 The Divided Unit and the Combined Unit must comply with all governmental laws, codes, ordinances and regulations, as evidenced by permits and approvals obtained from St. Johns County, Florida, by the Owners of such Units and furnished to the Association;

3.5.3 The Board of Administration must approve in writing the division and combination of the Units and the proposed alterations of the Units in accordance with Section 12.1;

3.5.4 The total share of liability for the Common Expenses and ownership of the Common Elements and Common Surplus appurtenant to the Divided Unit and the Combined Unit after the division and combination is equal to the total of such shares appurtenant to the Units prior to the division or combination, it being the intent that the square footage of the Units described in Exhibit B will be adjusted to reflect the decrease and increase in their respective sizes as a result of the division and combination;

3.5.5 No Unit may be smaller than the smallest enclosure permitted under the applicable zoning laws and ordinances, and both the Divided Unit and the Combined Unit must have ingress and egress by means of at least one (1) covered exterior entryway;

3.5.6 The Owners of the Units being divided or combined shall be solely responsible for all costs associated with dividing or combining the Units, including without limitation the cost of constructing or removing demising walls, re-routing any pipes, ducts, conduits, wiring, and other Common Elements within the demising wall, and the cost of preparing and recording an amendment to the Declaration as described below; and

3.5.7 The percentage of voting rights of the Owners of the combined and subdivided Units shall be the same as their share of liability for the Common Expenses, as adjusted pursuant to Section 3.5.4.

Any demising wall constructed to divide a Unit shall become a Limited Common Element for the exclusive use of the Owners of the Divided Unit and Combined Unit bounded by such wall. Upon the removal of any demising wall for the purposes of combining a Unit, the floor space previously occupied by such wall shall become a part of the Combined Unit. Removal and replacement of demising walls and Common Elements in connection with the division and combination of Units shall be performed only by licensed contractors and all expenses resulting from such removal or replacement shall be

borne by the Owner of the Units being divided and combined. Should any Units be combined in their entirety, such combined Units shall exist as separate Units as described in this Declaration for the purpose of applying the provisions of this Declaration and no amendment to the Declaration shall be required. Otherwise, any division and combination of Units shall become effective only upon the recording in St. Johns County, Florida, of an amendment to the Declaration executed by the Association and the Owners of the Units being divided and combined and containing a copy of the floor plans of the Units as divided and combined and the resulting percentages of ownership in the Common Elements and liability for the Common Expenses and voting interests, which shall be based upon the square footages of the Divided Unit and Combined Unit set forth on the floor plans approved by the Association. An amendment pursuant to this section shall require the approval of the Owners of the Units being combined or separated and the Association, but shall not require the approval of any other Unit Owners.

4. UNIT BOUNDARIES.

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

4.1.1 Upper and Lower. The upper boundaries of the Units shall be the horizontal plane of the unfinished, undecorated ceiling at an elevation of nine feet (9') above the concrete slab, and the lower boundaries of the Units shall be the horizontal plane of the undecorated, unfinished floor slab, both as shown on the building elevation attached as part of Exhibit F (or as depicted in cross sections of Units in future phases that may be incorporated into this Declaration by an amendment). Both the upper and lower boundaries of the Unit shall extend to the intersection with the perimetrical boundaries of the Unit as defined below. The roof, beams, and unfinished floor shall not be included within the Unit. The Unit as constructed by the Developer will not include a finished floor or ceiling, and it shall be the responsibility of the Unit Owner to install the floor slab and ceiling to specifications provided by the Developer as part of the Initial Build-Out.

4.1.2 Perimetrical. The perimetrical boundaries of the Units shall be the vertical plane of the undecorated, unfinished inner surfaces of the walls bounding the Unit depicted on the floor plans attached as Exhibit E (or in any revised floor plans contained in an amendment to the Declaration as a result of the division and combination of Units in accordance with Section 3.5 or as a result of the addition of a future phase), extended to intersections with themselves and the upper and lower boundaries. Where there is an opening in any perimetrical boundary of a Unit, including without limitation doors and windows, the Unit shall include the exterior unfinished surface of such opening.

4.2 Improvements and Areas Excluded from the Units. The boundaries of a Unit shall not include all of those spaces and improvements lying within the undecorated, unfinished inner surfaces of the perimeter walls; those surfaces above the undecorated, finished ceilings; those surfaces below the undecorated, finished floors, and shall exclude those spaces and improvements lying within the undecorated, unfinished

inner surfaces of the interior bearing walls and partitions; and all pipes, ducts, wires, conduits and other utilities for the furnishing of utility services to other Units or the Common Elements running through any interior wall or partition.

4.3 Square Footage. For purposes of determining the square footage of a Unit, measurements have been computed as follows: (a) for exterior walls, by measuring from the exterior of the walls or windows of the building, and (b) for interior walls between Units, from the midpoint of the perimeter walls of the Unit that constitute party walls between two Units, even though the walls are excluded from the boundaries of the Units. The square footage of the Units as constructed, measured in accordance with this method, may vary by a nominal amount from those shown on the floor plans and listed on Exhibit B, and the Developer disclaims any representation or warranty that the square footage shown on the floor plans is the exact square footage of the Units.

5. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

5.1 Common Elements. The Common Elements of the Condominium shall consist of all of the real property, improvements, and facilities of the Condominium other than the Units. The Common Elements shall include without limitation the Limited Common Elements and:

5.1.1 All portions of the Condominium building contributing to the support of the building, including without limitation the exterior walls and all fixtures on its exterior; those portions of bearing boundary walls not part of the Units; and load-bearing columns, walls, and partitions, even if such columns, walls and partitions are located within the boundaries of a Unit; floor slabs, and roofs.

5.1.2 All conduits, ducts, plumbing, and wiring up to their outlets and all wells, pumps, and other facilities for the furnishing of Utility Services to any Unit or the Common Elements, regardless of their location.

5.1.3 The parking areas, walkways, and driveways.

5.1.4 The Surface Water or Stormwater Management System.

5.1.5 The easements set forth in Section 14.

The Common Elements shall not include any improvements or build-outs not constructed or installed by the Developer or the Association, other than the floor slabs and demising walls constructed pursuant to Section 3, and shall specifically exclude without limitation finished floors and ceilings.

5.2 Limited Common Elements. The Limited Common Elements of the Condominium shall include:

5.2.1 The equipment, fixtures, and appurtenances serving only one Unit, (including without limitation all air conditioning and heating compressors and equipment, fans, equipment, plumbing, pipes, wiring, ducts, conduits, connections and fixtures, required to provide Utility Services to the Unit, but excluding equipment, fixtures, and appurtenances serving more than one Unit);

5.2.2 The easements described in Section 14; and

5.2.3 The demising walls constructed to divide a Unit pursuant to Section 3.

6. PHASE DEVELOPMENT.

6.1 Proposed Plan of Development. The Developer hereby reserves the right but no obligation to develop the Condominium in up to three (3) phases. Phase I is being submitted to condominium ownership by this Declaration. The lands which will become part of the Condominium if Phases II or III are developed are described on Exhibit H and the approximate location of all proposed buildings that may ultimately be constructed as part of this Condominium is shown on Exhibit D. The Developer reserves the right, in its sole discretion, to add or not add any or all of the future phases and makes no representation or warranty that any future phase will be added.

6.2 Units and Facilities in Future Phases.

6.2.1 Phase II. Phase II is planned, at the time of recording this Declaration, to consist of two buildings (Buildings 4 and 5) containing a maximum of eleven (11) and a minimum of nine (9) Units, as shown on Exhibit D. In order to minimize damage to the Common Elements, the area between Building 4 and Building 5 will be landscaped upon the completion of Building 5.

6.2.2 Phase III. Phase III is planned, at the time of recording this Declaration, to consist of one building containing a maximum of twenty (20) and a minimum of sixteen (16) Units.

6.3 Unit Configuration and Size. The Developer reserves the right to modify the configuration and mix of types of the Units in the future phases, provided the general size of the smallest Unit shall be no less than six hundred (600) square feet and the general size of the largest Unit shall be no more than five thousand (5,000) square feet.

6.4 Legal Descriptions. The proposed legal descriptions of the lands to comprise the future phases are attached as Exhibit H. The Developer reserves the right to make non-material changes in the legal descriptions and surveys of the future phase lands.

6.5 Ownership in Common Elements and Share of Common Expenses; Membership in Association. Upon the completion of the planned improvements in each of the future phases, the percentage of ownership in the Common Elements and liability for the Common Expense allocated to each Condominium Parcel shall be recomputed and shall be based upon the total square footage of each Unit in uniform relationship to the total square footage of each of the other Units in the Condominium. All Owners of Condominium Parcels in developed phases shall be members of the Association and shall have the voting rights described in Section 15.

6.6 Effect of Addition of Phases. As each phase is added, the land and number of Units in, and the Common Elements of, the Condominium will increase and the Owners' ownership interest in the Common Elements and share of liability for the Common Expenses will decrease. The Association will be responsible for the additional cost of maintaining, repairing and operating the additional Common Elements; however, the resulting additional Common Expenses will be borne by a greater number of Unit Owners.

6.7 Modification of Phase Development Plans. Notwithstanding anything to the contrary in this Declaration, but subject to the limitations on the size and number of Units in Sections 6.2, the Developer reserves the right to modify the development plans described in Section 3.1 to accommodate the changes to the number and sizes of Units authorized by this Section and to satisfy the requirements of any governmental agency with jurisdiction over the Land. Such changes shall include without limitation varying the sizes of the buildings and Units, moving the buildings within the phase boundaries, increasing or decreasing the height of the buildings, changing the exterior designs and arrangements of the Units, reorienting the facing of the buildings, and making non-material modifications to the legal descriptions of the phases. These changes may be made by the Developer within its sole discretion. If the Developer makes any such modifications, they shall be reflected by an appropriate amendment to this Declaration, which amendment shall not require the approval or consent of the Unit Owners or the Association.

7. MULTICONDOMINIUM. As one alternative to adding Phase III, this Condominium may participate in a multicondominium with no more than one other Participating Condominium, which may be located on the Phase III parcel and which shall be operated by the Association. In the event this Condominium participates in a multicondominium, the following conditions shall apply:

7.1 Association. The Association shall serve as the multicondominium association.

7.2 Apportionment of Common Expenses. The common expenses of the multicondominium association will be the common expenses directly attributable to the operation of the multicondominium association and will not include the common expenses directly attributable to the operation of any specific condominium within the

multicondominium except as provided in Section 7.4. The assets, liabilities, common surplus, and common expense of the multicondominium association will be apportioned among all of the units in the multicondominium based upon the total square footage of each unit in uniform relationship to the total square footage of each other unit in the multicondominium. Each unit's share of the assets, liabilities, common surplus and common expenses shall be determined by dividing the square footage of the unit by the total square footage of all units operated by the multicondominium association, as such square footages are set forth in the governing documents for the condominiums containing the respective units.

7.3 Use Rights in Facilities and Amenities. The unit owners in the Participating Condominium will not have the right to use the facilities of this Condominium other than the retention pond, dumpsters, and signage in accordance with the terms of the Declaration of Easements. The Unit Owners in this Condominium will not have the right to use any facilities of the Participating Condominium. The common expenses of the multicondominium association will include categories of expenses related to the facilities shared by this Condominium and the Participating Condominiums in accordance with the terms of the Declaration of Easements.

7.4 Common Surpluses of Condominium and Multicondominium. The total common surplus owned by a unit owner will consist of the owner's share of the common surplus of the multicondominium association, calculated in accordance with Section 7.1, plus that owner's share of the common surplus of the condominium in which the owner's unit is located, in the proportion set forth in the declaration of condominium governing such owner's unit.

7.5 Voting Rights. Each Unit in the multicondominium shall have one (1) vote in the election of directors and in other multicondominium association affairs when a vote of the owners is taken. The percentage of voting rights initially assigned to the Owner of each Unit in the multicondominium shall be the same as such Owner's liability for the multicondominium expenses pursuant to Section 7.2. On matters related to a specific condominium, only unit owners in that condominium will be entitled to vote, and the vote assigned to each unit will be as set forth in that condominium's governing documents. Each unit owner will be entitled to personally cast his or her vote on all matters voted upon by the members; provided, however, that where a unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such unit until such authorization is changed in writing.

7.6 No Limitation. Nothing in this Declaration shall require the Developer to add any additional phases to the Condominium, develop the Participating Condominium, or otherwise restrict the use of the Phase II or Phase III lands.

8. OWNERSHIP.

8.1 Type. Ownership of each Condominium Parcel may be in fee simple or in any other estate in real property recognized by Florida law, and shall be subject to this Declaration.

8.2 Association Membership. The record Owners of Condominium Parcels shall be members of the Flagler-Whitehall Professional Park Condominium Association, Inc. as more fully set forth in Section 15.

8.3 Owner's Rights. The Owner of a Condominium Parcel is entitled to the use and possession of his Unit. The Owner is also entitled to use the Common Elements in accordance with the purposes for which they are intended, subject to the exclusive use rights in certain Limited Common Elements granted under Section 5.2 and the terms of this Declaration and applicable laws and ordinances, and a joint mutual easement for that purpose is hereby created. No use of the Common Elements may hinder or encroach upon the lawful rights of Owners of other Condominium Parcels. Each Owner shall take title to his Condominium Parcel subject to:

8.3.1 The terms and conditions of this Declaration, including without limitation the nonexclusive easements specified in Section 14;

8.3.2 The terms and conditions of the Declaration of Easements; and

8.3.3 Any other exceptions set forth in the Unit Owner's deed or policy of title insurance.

8.4 Registry of Owners. The Association shall at all times maintain a register setting forth the names and addresses of all Owners of Condominium Parcels and all holders, insurers, and guarantors of mortgages on the Units who have notified the Association in writing of their names and addresses.

8.5 Time Share Prohibited. There are no time share estates created by this Declaration, nor will any be created in the Condominium or the Participating Condominium.

9. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. The fee title to each Condominium Parcel shall include the Unit, an undivided interest in the Common Elements, and the use rights in the Limited Common Elements appurtenant to such Unit. An undivided interest in the Common Elements is deemed to be conveyed or encumbered with its entire respective Condominium Parcel, even though the description in the instrument of conveyance may refer only to the fee title to the Unit or a portion thereof. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit or a portion thereof. Any

attempt to separate or any action to partition the fee title to a Unit from the undivided interest in such Common Elements appurtenant to such Unit shall be null and void, provided nothing in this section shall prohibit combining and dividing Units in accordance with Section 3.5.

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND LIABILITY FOR COMMON EXPENSES.

Each Owner shall own an undivided interest in the Common Elements and Common Surplus of the Condominium and shall own an undivided share of the liability for the Common Expenses. The ownership share of the Common Elements and Common Surplus and share of liability for the Common Expenses assigned to each Unit shall be based upon the total square footage of each Unit in uniform relationship to the total square footage of each other Unit in the Condominium, as such shares and square footages are set forth in Exhibit B, as it may be amended from time to time to reflect the division and combination of Units in accordance with Section 3.5 and the addition of future phases.

11. MAINTENANCE.

11.1 Common Elements and Limited Common Elements. Except as otherwise set forth in this section and in Section 11.2, the Association shall operate, maintain, repair and replace the Common Elements (including without limitation the exterior finishes of the buildings and doors) and all portions of a Unit contributing to the support of the Condominium building in good order and repair and, at a minimum, in accordance with maintenance specifications furnished by the Developer. The cost of maintaining, repairing, and replacing the Common Elements and the Limited Common Elements, other than those described in Sections 5.2.1 and 5.2.3, shall be a Common Expense. The cost of maintaining, repairing and replacing the Limited Common Elements described in Section 5.2.1 and 5.2.3 shall be the responsibility of the Owner of the Unit served by such Limited Common Elements.

11.2 Units. Each Owner shall maintain, repair, and replace, at his expense his Unit, the Limited Common Elements described in Section 5.2.1 and 5.2.3, the Initial Build-Out, and any interior finishes, decorating, furnishings, interior walls, fixtures, and accessories which such Owner constructs, places or maintains in his Unit. Non-bearing demising walls constructed to divide a Unit pursuant to Section 3 shall be maintained, repaired, and replaced by the Owners of the demised Units and the cost shall be shared equally by the Owners of such Units. All repairs, maintenance, and replacement must be performed by licensed plumbers, electricians, and other qualified contractors. Each Unit Owner must promptly perform all such maintenance and repairs which, if not performed, would affect either the appearance or integrity of a Unit belonging to another Unit Owner or the Common Elements. Each Unit Owner shall be liable for damages arising out of his failure to perform such maintenance and replacement. Each Unit shall be maintained and repaired in accordance with the final building plans of the Condominium furnished by the Developer, subject to any changes authorized by the Board in accordance with this

Declaration. The Unit Owners shall promptly report to the Association or its agents any defect or need for repair on the Condominium Property.

If a Unit Owner fails to perform any maintenance required under this section, in the sole reasonable judgment of the Association, the Association shall give the Unit Owner written notice of the deficiency, except that if the failure results in an emergency, the Association shall be entitled to exercise its right of entry and maintenance rights pursuant to Section 11.3.1. If the Unit Owner does not cure the deficiency within ten (10) calendar days after receipt of the notice or, if the deficiency is such that it cannot be cured within ten days, commence substantial efforts to cure the deficiency within that ten-day period, the Association shall have the right to perform such maintenance and repairs as are necessary in the Association's sole reasonable judgment. The Unit Owner shall reimburse the Association for the cost of performing such maintenance and repair work within thirty (30) days after receipt of an invoice for the work.

11.3 Enforcement of Maintenance and Right of Entry.

11.3.1 By the Association. The Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements contain in or accessible from the Unit; any portion of a Unit or Units that is to be maintained by the Association pursuant to this Declaration; as necessary in the Board of Administration's reasonable judgment to prevent damage to the Common Elements or a Unit; or to remove any improvements that interfere with or impair the easements created or reserved by this Declaration. The Association shall have the right to take any or all such steps as may be necessary in the Board of Administration's reasonable judgment to maintain, repair, or replace such Common Elements or to prevent such damage. This right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit except in an emergency. Other than in the event of an emergency, the Association shall give the Unit Owner at least three (3) days' notice prior to entering the Unit. In the case of an emergency originating in or threatening any Unit or Common Elements, as determined by the Association in its sole reasonable judgment, the Association shall have an immediate right to enter a Unit for the purpose of remedying or abating the cause of such emergency, regardless of whether the Unit Owner is present at the time. In order to exercise its rights under this Section, the Association may require each Owner to provide the Association with a key to his Unit. Only officers or agents of the Association bonded pursuant to Section 17 may have custody of Unit keys. The Association shall also have the right to proceed in any appropriate court to seek compliance with a Unit Owner's maintenance obligations and to enforce the Association's right of entry. Any expenses incurred by the Association to enforce the maintenance obligations of a Unit Owner and the Association's rights under this section shall be the responsibility of such Unit Owner. Nothing in this section shall require the Association to maintain or repair any part of any Unit.

11.3.2 By the Developer. For so long as the Developer is potentially liable under any warranty in connection with the development, construction, sale, lease, or marketing of the Condominium, the Developer shall have the irrevocable right of entry to any and all portions of the Condominium Property, including the Units, during reasonable hours to inspect and test such property, to repair or replace any portion of the Condominium Property as necessary in the Developer's reasonable judgment to fulfill the Developer's warranty obligations, and to monitor the Association's maintenance of the Common Elements. The Developer shall be entitled to use the keys in the custody of the Association for access to the Units. This right of entry shall survive Turnover. The Developer shall also have the right to proceed in any appropriate court to seek compliance with the Association's maintenance obligations and to enforce the Developer's right of entry. Any expenses incurred by the Developer to enforce the maintenance obligations of Association and the Developer's rights under this section shall be the responsibility of the Association. Nothing in this section shall require the Developer to maintain or repair any part of any Unit or Common Elements.

11.4 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair certain parts of the Condominium Property, neither the Association nor the Developer shall be liable to Owners or their tenants, guests, or invitees for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or third parties.

12. ALTERATIONS AND IMPROVEMENTS

12.1 Alterations by Owners. No portion of a Unit that is to be maintained by the Association may be altered or added to, and no alteration to a Unit that would jeopardize the safety or soundness of a Condominium building, increase the sound transference between Units, alter the exterior appearance of the Condominium, or impair any easements may be made, without first obtaining the written approval of the Approving Party, defined as follows: prior to Turnover, the Approving Party shall be the Developer; thereafter, the Approving Party shall be the Board of Administration. A copy of the plans for such work, which must be prepared by an architect or contractor licensed by the state of Florida, must be filed with the Association and approved by the Approving Party prior to the start of such work. The appearance of any portion of the Common Elements, including without limitation the exterior surfaces of a Unit, may not be painted or changed except by the Association. No wiring, air conditioning, water softeners, or other machines may be installed on the exterior of any building or be allowed to protrude through the walls or roof of any building, other than those installed as part of the initial construction of the Condominium, without the written consent of the Approving Party. Any such equipment or machines approved by the Approving Party and installed on the Common Elements shall be the personal property of the Owner of the Unit such equipment serves and the cost of operating, maintaining, insuring, repairing and replacing such equipment or machines shall be the responsibility of the Owner of such Unit. No apparatus, machinery or device

may be connected to common electric wires, water pipes, or air ducts without the written consent of the Approving Party. The Association shall have the right to remove any equipment or other installation from the Common Elements if the responsible Unit Owner or tenant fails to maintain it or if it becomes a nuisance, in the reasonable judgment of the Board. The Association shall determine the exterior color scheme of the Condominium buildings and shall be responsible for the maintenance of all exterior finishes.

12.2 Alterations by the Association. The Common Elements and Association Property may be materially altered or substantially added to in accordance with this Section and the Condominium Act. Whenever in the judgment of the Board of Administration the Condominium Property shall require additions, alterations, or improvements (in addition to the usual items of maintenance), and the making of such additions, alterations or improvements has been approved in writing by the Board of Administration, at least seventy-five percent (75%) of all voting interests in the Association, and the Developer, if the Developer holds at least one Unit for sale in the ordinary course of business, the Board of Administration shall proceed with such additions, alterations, or improvements and shall specially assess all Owners for the cost as a Common Expense. Notwithstanding the foregoing, any alteration or modification described in Sections 718.110(4) and (8), Florida Statutes, must be approved in accordance with those statutes, and the Developer may not be assessed as a Unit Owner for capital improvements so long as it holds Units for sale in the ordinary course of business. The acquisition of property by the Association, the addition of future phases, and material alterations or substantial additions to such property or the Common Elements by the Association or Developer shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

13. USE OF CONDOMINIUM PROPERTY.

13.1 Occupancy. The Units may be occupied only by the Owner or his tenant and their employees, agents, and invitees, subject to the terms of this Declaration and all applicable zoning and other governmental regulations. Neither the Condominium Property nor the Units have been approved by the Agency for Health Care Administration for any purpose. No Unit may be used for any purpose that is incompatible with medical offices and clinics, in the sole discretion of the Board of Administration.

13.2 Conveyances and Leasing of Units. In the interest of establishing and maintaining an environment that is compatible with professional and medical offices and thus protecting the value of the Units for all Owners, the sale, leasing, and mortgaging of Units by any owner other than the Developer shall be subject to the terms and conditions of this Section. No Unit Owner may sell, lease or mortgage his Unit or any interest in such Unit without the approval of the Association, except to another Unit Owner who is not in default under the Governing Documents. If the purchaser, tenant or mortgagee is a corporation, the Association's approval shall be conditioned upon the approval of the

persons who will be the occupants of the Unit. The procedure for obtaining the Association's approval shall be as follows:

13.2.1 A Unit Owner intending to make a bona fide sale or lease of his Unit or any interest in his Unit (including mortgaging his Unit) shall deliver to the Association a true and correct copy of the proposed contract for sale or lease or the proposed mortgage ("the Bona Fide Offer"). The Association shall have sixty (60) days from receipt of the Bona Fide Offer to either approve the transaction or furnish to the Unit Owner a purchaser or tenant approved by the Association who will purchase or lease the Unit or part thereof at the same price and on the same or better terms and conditions as contained in the Bona Fide Offer, and the Unit Owner shall be obligated to sell or lease to such purchaser or tenant on those terms and conditions. The approval of the Association of the sale or lease of a Unit shall be in recordable form and delivered to the purchaser or tenant.

13.2.2 In the event the Association approves the sale, lease, or mortgage to the buyer, tenant or mortgagee making the Bona Fide Offer, the Unit Owner may close the sale, lease or mortgage of the Unit in accordance with its terms. In the event, however, the sale, lease, or mortgage of the Unit pursuant to the Bona Fide Offer is not consummated, the Association's rights set forth in Section 13.2.1 shall not terminate, but shall continue to be applicable to any subsequent Bona Fide Offers.

13.2.3 Any sale, lease or mortgage of a Unit or any interest in a Unit without first complying with this Section 13.2 may be voided by the Association.

13.2.4 This Section 13.2 shall not apply to the sale, leasing, or mortgaging of Units by the Developer. The restrictions against mortgaging Units shall not apply if the proposed mortgagee is an Institutional Mortgagee. For purposes of this section, the term "Unit Owner" shall include a tenant and subtenant. It is the intent of the Developer that subleasing of Units and assignments of leases and mortgages shall be subject to this section.

13.3 Restrictions on Leasing of Units. Time sharing and transient use of Condominium Parcels is prohibited. Leasing of Units and individual rooms within Units is not prohibited but is subject to Section 13.2 and all applicable building and life safety codes and other applicable laws and ordinances. Developer makes no representation that individual rooms or any portion of a Unit may be leased. Tenants shall have all use rights in the Condominium property and those Common Elements otherwise available for use generally by Owners and, if an Owner has leased all portions of its Unit, the Owner shall not have such rights. All leases shall be in writing and shall be subject to this Declaration and the other Governing Documents. Nothing in this subsection shall interfere with the access rights of the Owner set forth in Chapter 83, Florida Statutes. No lease of a Condominium Parcel shall release or discharge the Owner from compliance with this Section or any of his other duties as Owner.

13.4 Nuisances. No nuisances or any use or practice that is a source of annoyance to the Owners, would result in an increase in the cost of insurance premiums on the Condominium Property, or that interferes with the peaceful possession and use of the Condominium Property, in the sole reasonable judgment of the Board of Administration, will be permitted on the Condominium Property. The following shall be deemed nuisances, without limiting the Association's right to determine that other uses, practices, or occurrences are also nuisances:

13.4.1 Emission of dust, sweepings, dirt, cinders, fumes, odors, gases, vapors, acids or other substances into the atmosphere that may adversely affect the use or intended use of any Unit or may adversely affect the health, safety, or comfort of persons in the Condominium;

13.4.2 Discharge of waste or any substance or material of any kind into any public or Association-maintained sewer serving the Condominium or the Surface Water or Stormwater Management System, or any part thereof, in violation of any law, rule, or regulation of any public body or utility having jurisdiction thereof;

13.4.3 The perception at any point outside the boundaries of a Unit of noise or vibrations from any activity, machine, device or combination thereof located in that Unit that unreasonably interferes with the use or enjoyment of any other Unit or the Common Elements.

13.5 Lawful Use. The Condominium Property may not be used for any immoral, improper, offensive or unlawful use. All applicable laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium Property shall be observed. Any violation of any law, ordinance, regulation, or other requirements of a governmental agency with jurisdiction over the Condominium Property shall be corrected by the party responsible for such violation at such party's expense. All permitted uses of a Unit shall be performed and carried out entirely within the Unit in such a manner that does not cause a nuisance to other portions of the Condominium Property.

13.6 Rules and Regulations. The Board of Administration may adopt reasonable rules and regulations governing the use of the Common Elements, and shall furnish copies to all Unit Owners.

13.7 Signage. Each Unit Owner may, at such Owner's expense, install one identification sign on or adjacent to the exterior door of his Unit. The size, form, design, color, and content of any sign installed on the Condominium Property, other than those installed by the Developer, must be approved in writing by the Approving Party. No hand-written signs may be displayed on the Condominium Property. No other signs, advertisements, flags, or notices of any type may be displayed from an Unit or on the Common Elements. No exterior antennas, aerials, transmitters, or other devices for radio, cable, or other means of transmission or reception may be erected on the Condominium

Property or the exterior of any Unit except with the approval of the Association and, as long as the Developer owns at least one Unit, the Developer. Notwithstanding the foregoing, United States flags and the other official flags specified in Section 718.113(4), Florida Statutes (2007), may be displayed in accordance with that statute.

13.8 Driveways and Walkways. An Owner or tenant shall not place or cause to be placed any furniture, packages, equipment, or objects of any kind in the driveways, walkways, courtyards, or in or on any other Common Elements.

13.9 Window Coverings. So as to maintain the Condominium's uniform appearance, the portions of all window coverings visible from the exterior of a Unit shall be white or such other color as may be determined by the Board of Administration.

13.10 Animals. Aquariums are permitted within the Units; otherwise, no animals may be kept in a Unit or on the Condominium Property except that service animals shall be permitted within the Units and on the Condominium Property as required by law.

13.11 Lighting. No external lighting may be installed on the Common Elements or any Unit without the prior approval of the Board of Administration.

13.12 Storm Shutters. The Board of Administration shall adopt hurricane shutter specifications for each building within the Condominium, which shall include the color, style, and other factors deemed relevant by the Board. Unit Owners must obtain the approval of the Board before installing hurricane shutters; however, the Board shall not refuse to approve the installation or replacement of hurricane shutters that conform to the specifications adopted by the Board.

13.13 Parking. No parking space may be used for any purpose other than the temporary parking of registered and operable vehicles by Unit Owners and their tenants, employees, and invitees while conducting business within a Unit. Boat, recreational vehicle, or vehicle storage is prohibited on the Condominium Property. This section shall not apply to the Developer and its designees, who shall be exempt from all restrictions on parking vehicles that are engaged in any activity relating to the construction or marketing of Units or the maintenance, inspection, or repair of any part of the Condominium Property.

13.14 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements may be used only for the purposes for which they are intended.

13.15 Trash Disposal. All portions of the Units and the Condominium Property shall be maintained in a neat, workmanlike, and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist. Owners and occupants of Units shall be responsible for depositing all trash in the

dumpster located on the Condominium Property; provided, however, no hazardous or biomedical waste, as defined by applicable law, may be deposited in the dumpster. Owners and occupants of Units generating hazardous or biomedical waste are responsible for its proper disposal in accordance with all applicable local, state and federal laws, ordinances, and regulations.

13.16 Developer's Use of Condominium Property. Until the Developer has closed the sale of all Units in the Condominium, neither the Owners nor the Association shall interfere with the completion and sale of Units, and the Condominium Property may not be used for any purpose that interferes with the completion and sale of Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including without limitation maintenance of a sales office and model, the showing of the Condominium Property, and the display of signs.

14. EASEMENTS. The Developer hereby creates for the benefit of the Condominium Property and reserves for itself the following easements, which are perpetual and non-exclusive unless otherwise stated. Each of these easements is a covenant running with the Land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose:

14.1 Utilities. An easement for Utility Services in order to adequately serve the Condominium Property; provided, however, easements through a Unit shall only be according to the plans and specifications for the building or as the building and Units are actually constructed and built-out in accordance with plans and specifications approved by the Approving Party, unless approved in writing by the Owner of such Unit.

14.2 Support. An easement of support for the benefit of all other Units and Common Elements in the building. Such easement shall burden every portion of the Units contributing to the support of the Condominium building or an adjacent Unit.

14.3 Common Elements. An easement over the Common Elements, in favor of all Owners of Units in the Condominium, for their use and the use of their tenants, employees, and invitees guests for all proper and normal purposes, and for the furnishing of services and facilities for the enjoyment of each and every Owner; provided, however, that these easement rights shall be subject to the rights of certain Unit Owners to the exclusive right to use the Limited Common Elements appurtenant to their Units.

14.4 Air Space. An easement for the exclusive use of the air space occupied by a Unit as it exists at any particular time and as the Unit may be lawfully altered, divided, or combined, and for the use of the area and air space occupied by air conditioning and heating equipment and other equipment approved by the Approving Party situated on or within the Common Elements but exclusively serving a Unit. The easement for equipment shall be extinguished upon the permanent removal of such equipment, but the

removal of the equipment for repair or replacement shall not be construed as permanent removal.

14.5 Encroachments. An easement for encroachments onto the Common Elements by any Unit, provided that such encroachment is not caused by the purposeful or negligent act of an Owner; and for encroachments into a Unit by the Common Elements. Such easements shall exist for the continuance of such encroachments for so long as they may naturally exist.

14.6 Overhangs. An easement for overhanging troughs, gutters, or downspouts and the discharge therefore of rainwater and the subsequent flow thereof over the Units and Common Elements.

14.7 Pedestrian and Vehicular Traffic. An easement for pedestrian traffic over, through and across the sidewalks, paths, and driveways that exist from time to time on the Common Elements; and for vehicular traffic over, through, and across such portions of the Common Elements as may from time to time be paved and intended for such use, for reasonable access from the Condominium Property to a dedicated public way.

14.8 Access and Drainage. An easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain, or repair the System, in favor of the Association. By this easement, the Association shall have the right to enter upon any portion of the Property which is a part of the System, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire System. No person shall alter the drainage flow of the System, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

14.9 Mailboxes and Drop Boxes. An easement for the installation, operation, and maintenance of mailboxes and drop boxes for U.S. Postal Service, Federal Express, and similar uses on the Condominium Property, in favor of the Developer and the Association.

14.10 Developer's Reserved Easements. In addition to the foregoing, the Developer hereby reserves for itself and its successors and assigns:

14.10.1 Nonexclusive easements over, across, and under the Land for all purposes, including without limitation construction of additional Condominium improvements; the development, marketing, and sales of improvements on lands adjacent to the Condominium Property (including without limitation future phases of this Condominium and the Participating Condominium); performance of warranty work on the Condominium Property; marketing and sales purposes; and for the installation, maintenance, and operation of utilities; and

14.10.2 A non-exclusive easement for pedestrian and vehicular access over and across any driveways constructed on the Land and for drainage over, under and across the Surface Water or Stormwater Retention System, for the benefit of other lands owned by the Developer.

The Condominium Property is also subject to the easements for ingress, egress and drainage contained in the Declaration of Easements.

Notwithstanding anything to the contrary contained in this Declaration, the provisions of this Section 14 shall not be subject to amendment by anyone other than the Developer until such time as the Developer has sold all of the Units held or to be held by the Developer in the normal course of business.

15. ASSOCIATION. In order to provide for the proficient and effective administration of the Condominium by the Owners of Condominium Parcels, a non-profit corporation designated as Flagler-Whitehall Professional Park Condominium Association, Inc., has been organized under the laws of the state of Florida. This corporation shall operate and manage the Condominium and undertake and perform all incidental acts and duties in accordance with the terms of this Declaration and the Articles of Incorporation and Bylaws, which are attached as Exhibits I and J, respectively, and by reference incorporated into this Declaration. The Association may contract for the management and maintenance of the Condominium and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the Common Element; however, the Association shall retain at all times the powers and duties granted it by the Condominium Act and the Governing Documents. The Association may also manage the Participating Condominium in accordance with Section 7.

15.1 Restraint Upon Assignment of Shares. The shares of members of the Association in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any way except as an appurtenance to a Unit or as provided in Section 22.

15.2 Membership. All record Owners of Condominium Parcels shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation and the owners of units in the Participating Condominium. Membership shall be established by acquisition of a legal interest in a Condominium Parcel, whether by conveyance, devise, judicial decree, or otherwise, and by the recordation in the public records of St. Johns County, Florida, of the deed or other instrument establishing the acquisition of such interest. Membership shall be subject to the terms of this Declaration and the Governing Documents.

15.3 Voting. On all matters as to which the membership is entitled to vote, there shall be one (1) vote for each Unit. The percentage of voting rights initially assigned to each Unit is set forth in Exhibit B and has been determined based upon the square footage of the Units as depicted on the building plans attached as Exhibit E. In the event Units are divided and combined, the Association shall recalculate the percentage of voting rights assigned to the divided and combined Units in accordance with the floor plans for the divided and combined Units, and the Association's calculation shall be binding on all of the Owners. If a Unit is owned by a corporation, partnership, or other legal entity or by more than one (1) natural person, all the Owners of such Unit shall be collectively entitled to the voting rights assigned to such Unit and such owners shall designate in writing an individual who shall be entitled to cast the vote on behalf of all the Owners. Such written designation shall be filed with the Association's secretary and shall be effective until changed in writing.

15.4 Duties of the Association. In addition to the duties of the Association set forth in the Bylaws and Articles of Incorporation of the Association, the Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System, which shall mean the exercise of practices which allow the System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

16. COMMON EXPENSES, COMMON SURPLUS, AND ASSESSMENTS. The making and collecting of assessments against Condominium Parcels for Common Expenses of the Condominium shall be the obligation of the Board of Administration pursuant to the Bylaws and subject the following:

16.1 Share of Common Expenses and Common Surplus. Each Owner of a Condominium Parcel shall bear a proportionate share of the total operating expenses and costs of the Condominium. Each Owner shall be responsible for a portion of such Common Expenses, and such share shall be in the percentage of the undivided share in the Common Elements appurtenant to such Owner's Condominium Parcel as set forth in Section 10. Any Common Surplus of the Condominium shall be owned by each of the Owners in the same proportion as their percentage liability for Common Expenses. In the event the Condominium participates in a multicondominium association, each Owner will also be responsible for the common expenses of the multicondominium association in accordance with Section 7.

16.2 Determination. The Board of Administration shall propose annual budgets, including a Common Expense budget, in advance for each fiscal year. These budgets shall contain estimate of the cost of performing the functions of the Association and the cost of operating the Condominium. The Common Expenses shall include, without limitation, the estimated amounts necessary for the Association's maintenance and

operation of the Common Elements, replacement reserves, casualty insurance, liability insurance, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, the Maintenance Costs described in the Declaration of Easements, and administrative salaries. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management System, including without limitation work within retention areas, drainage structures, and drainage easements. The failure of the Board of Administration to include any item in the annual budget shall not preclude it from levying an additional assessment in any calendar year for which the budget has been projected. In determining the Common Expenses, the Board of Administration may provide for a contingency account not to exceed fifteen percent (15%) of the total projected Common Expenses for the year. Budget meetings shall be conducted in accordance with the Bylaws and the Condominium Act. One-twelfth (1/12th) of the annual Assessments shall be due and payable in advance to the Association on the first day of each month.

16.3 Special Assessments. Special Assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium and to provide for emergencies, repairs, or replacement of Condominium Property, infrequently occurring items of maintenance, and for payment of premiums for insurance on the Condominium Property. However, any Special Assessments which are not connected with an actual operating, managerial, or maintenance expense of the Condominium, or which are not for payment of insurance premiums, shall not be levied without the approval of two-thirds (2/3rds) of the voting interests. The Developer may not be assessed as a Unit Owner for capital improvements as long as the Developer holds Units for sale in the ordinary course of business.

16.4 Non-Waiver. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Condominium Parcel for which the Assessment is made.

16.5 Interest, Late Fees, and Application of Payments. The Owner of each Condominium Parcel shall be personally liable to the Association for the payment of all Assessments, annual and special, and for all costs of collecting delinquent Assessments. In the case of more than one record Owner of a Condominium Parcel, each such Owner shall be jointly and severally liable with the other Owners of such Condominium Parcel for the payment of such Assessments. Assessments and installments on them which are not paid when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid. An administrative late fee in the amount of \$25.00 or five percent (5%) of the unpaid Assessment or installment, whichever is greater, shall also be due on any late payment. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent Assessment.

16.6 Lien for Assessments. The Association shall have a lien on each Condominium Parcel to secure unpaid Assessments, interest thereon, and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process at all levels of the proceedings. Such lien shall be perfected and enforced in the manner set forth in the Condominium Act.

16.7 Collection and Foreclosure. The Board of Administration may take such action it deems necessary to collect Assessments, including bringing an action for damages against the Owner or foreclosing its lien, and may settle and compromise its claim if it deems such settlement or compromise is in the best interests of the Association. The Association shall be entitled to bid at any foreclosure sale and to apply as a cash credit against its bid all sums due the Association and covered by the lien being enforced.

16.8 Assignment of Claim. The Association shall have the right to assign its claim to the recovery of any unpaid Assessments to the Developer, any Owner or group of Owners, or any third party.

16.9 Certificate of Unpaid Assessments. Any Owner and any holder of a mortgage on a Condominium Parcel shall have the right to require from the Association a certificate showing the amount of unpaid Assessments against that Condominium Parcel. The Association or its agent may charge a reasonable fee for the preparation of such certificate.

16.10 Assessments on Developer-Owned Units.

16.10.1 As provided by Section 718.116(a)(1), Florida Statutes (2007), the Developer shall be excused from the payment of assessments on Units it owns for the period beginning on the date this Declaration is recorded in the public records of St. Johns County, Florida, and terminating on the first day of the fourth calendar month following the month during which the first closing on the sale of a unit occurred. The Developer shall pay Common Expenses incurred during this period which exceed regular periodic assessments against other Unit Owners.

16.10.2 As provided by the Condominium Act, the Developer shall be excused from payment of Assessments, annual and special, on Units it owns for a period commencing on the date this Declaration is recorded in the public records of St. Johns County, Florida, and ending on earlier of the first anniversary of the recording date or Turnover ("the Guarantee Period"). The Developer reserves the right but does not intend to extend the Guarantee Period for up to 18 additional 2-month periods. During the Guarantee Period the Developer obligates itself to pay any amount of Common Expenses incurred during the Guarantee Period that exceed Assessments at the following guaranteed levels receivable from other Unit Owners:

16.10.2.1 From the date the Declaration is recorded until an amendment adding Phase II is recorded in the public records, the annual Assessments, including reserves, shall not exceed \$ 3.45 per square feet of Unit size, as described in Exhibit B.

16.10.2.2 From the date the amendment adding Phase II is recorded until the date an amendment adding Phase III is recorded in the public records, the annual Assessments, including reserves, shall not exceed \$ 2.83 per square feet of Unit size, as described in the Declaration as amended.

16.10.2.3 From the date the amendment adding Phase III is recorded until the end of the Guarantee Period and any extensions, the monthly installments of annual Assessments, including reserves, shall not exceed \$2.83 per square feet of Unit size, as described in the Declaration as amended.

Notwithstanding anything to the contrary in this Declaration, in no event shall the Developer be obligated to fund the Association's operating deficit after Turnover or after the first anniversary of the date on which the Declaration is recorded.

Provided also, so long as the Association has maintained all insurance coverages required by Section 718.111 (11)(a) of the Condominium Act, the Common Expenses incurred during the Guaranty Period resulting from a natural disaster or an Act of God which are not covered by insurance proceeds from the insurance maintained by the Association may be assessed against all Unit Owners, including the Developer, in accordance with their share of Common Expenses on the date of such natural disaster or Act of God.

In the event this Condominium participates in a multicondominium, in addition to the Developer's obligation to pay Common Expenses of the Condominium as described above, during the Guarantee Period the Developer shall also pay the Common Expenses of the multicondominium association, including funding of reserves as provided in the adopted annual budget of the association, which are allocated to units within a condominium affected by a guarantee and which exceed the regular periodic assessments against all other unit owners within that condominium.

17. INSURANCE. At the expense of the Owners, the Association shall use its best efforts to procure and maintain casualty and liability insurance on the Condominium and shall procure and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. For so long as the Developer has the right to elect a majority of the Directors, the Association shall exercise due diligence to obtain and maintain such insurance. Such insurance shall be subject to the foregoing and governed by the following provisions:

17.1 Authority to Purchase. All such insurance policies shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates or mortgagee endorsements to such mortgagees.

17.2 Insurance Trustee. The Association may name as an insured, on behalf of the Association, the Association's authorized representative ("the Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform other functions as necessary to accomplish this purpose. Each Owner, by acceptance of a deed to a Condominium Parcel, hereby appoints the Association or the Insurance Trustee as his attorney-in-fact for the purpose of purchasing and maintaining such insurance, collecting and disposing of the proceeds therefore, adjusting claims, negotiating losses, and executing releases of liability, executing all documentation, and the performance of all other acts necessary to accomplish this purpose. The Insurance Trustee shall not be liable for payments of premiums, the renewal or sufficiency of the policies, or the failure to collect any insurance proceeds.

17.3 Casualty Insurance.

17.3.1 Property Insured. To the extent available at reasonable cost, in the reasonable judgment of the Board of Administration, every hazard insurance policy issued to protect the Condominium shall be in amount equal to the maximum insurable replacement value, excluding land, foundation, and excavation costs, as determined annually by the Board of Administration, and shall provide primary coverage for:

17.3.1.1 All portions of the Condominium Property located outside the Units;

17.3.1.2 The Condominium Property located inside the Units, if any, as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed by the Developer; and

17.3.1.3 Any other portions of the Condominium Property that the Association is required to maintain at the Association's expense.

The term "Condominium Property" shall exclude all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of

any of the foregoing which are located within the boundaries of a Unit and serve only one Unit, and all air conditioning compressors and air handlers that service only one Unit, whether or not located within the Unit boundaries. Unit Owners shall be responsible for insuring such items as provided by Section 17.10.

17.3.2 Coverage. To the extent available at reasonable cost, such coverage shall, at a minimum, provide protection against:

17.3.2.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

17.3.2.2 Flood disaster insurance, if the Condominium is located in an area which has been officially identified by the appropriate governmental authority as having special flood hazards for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"). Such policy shall, at a minimum, provide coverage in an amount equal to the lesser of the maximum coverage available under the NFIP for all buildings and other insurable property within the Condominium (to the extent that such buildings and property are within an area having special flood hazards), or one hundred percent (100%) of the current "replacement cost" of all such buildings and other insurable property. Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Program.

17.3.2.3 Such other risks as from time to time shall be customarily covered with respect to condominiums similar in construction, location, and use, including without limitation vandalism, malicious mischief, and all perils normally covered by an "all-risk" endorsement.

17.3.2.4 If available, the policy shall include a construction cost endorsement if the Condominium is subject to a construction code provision that would become operative and require changes to undamaged portions of the building, thereby imposing significant costs in the event of partial destruction of the Condominium by an insured hazard.

Adequate insurance may include reasonable deductibles as determined by the Board of Administration based upon available funds or predetermined assessment authority at the time the insurance is obtained.

17.4 Officers and Agents. The Association shall maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association, including without limitation those individuals authorized to sign checks on behalf of the Association

and the president, secretary, and treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

17.5 Liability. The Association shall maintain liability insurance in such amounts and with such coverage as shall be required by the Board of Administration, with cross liability endorsements to cover the liability of the Owners as a group to an Owner

17.6 Worker's Compensation. The Association shall maintain Worker's Compensation insurance as required by applicable law.

17.7 Premiums. Premiums for insurance policies purchased by the Association pursuant to this Section and the cost of fidelity bonding shall be paid by the Association and shall be a Common Expense.

17.8 Proceeds. All insurance policies purchased by the Association under this Section shall be for the benefit of the Association and the owners and mortgagees of the Condominium Parcels, and shall provide that all proceeds covering casualty losses shall be paid to the Association or to the Insurance Trustee.

17.8.1 Common Elements. Proceeds on account of Common Elements shall be held in as many undivided shares as there are Condominium Parcels, the shares of each Owner being the same as his share in the Common Elements.

17.8.2 Condominium Parcels. Proceeds on account of Condominium Parcels shall be held in the following undivided shares:

17.8.2.1 Partial Destruction. When a building is to be restored pursuant to Section 18.2, for the Owners of the damaged Condominium Parcels in such building in proportion to the cost of repairing the damage suffered by each Owner.

17.8.2.2 Total Destruction. When a building is not to be restored pursuant to Section 18.2, for the Owners of all Condominium Parcels in such damaged building in proportion to their share of the Common Elements appurtenant to their Condominium Parcel.

17.8.2.3 Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests appear.

17.9 Owner's Obligations. Each Owner shall, at his expense, purchase liability insurance to protect himself against claims due to accidents within his Unit and casualty insurance on all real and personal property located within the boundaries of his

Unit and the air compressor and air handler serving his Unit, which is excluded from the coverage to be provided by the Association pursuant to Section 17.3. ***Unit Owners should review the Association's coverage to determine whether additional coverage protecting the Unit Owner is advisable.*** All such insurance policies issued to individual Owners shall provide that the coverage afforded by such policies is in excess over the amount recoverable under any other policy covering the same loss without rights of subrogation against the Association. Each Owner shall provide the Association with evidence of his compliance with this section.

17.10 Qualifications of Insurance Carriers. The Association shall use generally acceptable insurance carriers.

17.11 Mortgagee's Rights. Any Institutional First Mortgagee holding a mortgage upon a Condominium Parcel shall have the right:

17.11.1 to cause the Association to create and maintain an escrow account in the Association's name for the purpose of assuring the availability of funds with which to pay premiums due from time to time on insurance policies required to be carried by the Association under this Section 17. In the event an Institutional First Mortgagee exercises this right, the Association shall deposit in an escrow depository a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sums as may be required therefore, so that there shall be on deposit in escrow, at least one (1) month prior to the due date for payment of premiums, a sum which will be sufficient to make full payment therefore. Such escrowed funds shall not be commingled with any other funds of the Association, and in no event shall the Association be required to maintain more than one such account.

17.11.2 to pay any taxes, insurance premiums, or other items of Common Expense which may or have become a charge against the Common Elements or which, if not paid, could result in loss or damage to the Institutional First Mortgagee and shall be entitled to immediate reimbursement from the Association for sums so paid.

17.12 Self-Insurance. The Association may self-insure against claims against the Association, the Association Property, and the Condominium Property required to be insured by the Association as provided in the Condominium Act.

18. CONDEMNATION AND TOTAL OR PARTIAL LOSS OR DESTRUCTION.

18.1 Condemnation Award. The Association shall represent the Owners in the condemnation proceedings or in negotiations, settlement, and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, by the condemning authority. Each Owner appoints the Association as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the Common Elements by a

condemning authority, the award or proceeds of settlement shall be payable to the Association in trust for the Owners and Institutional Mortgagees as their interests appear. Nothing in this section shall require the Association to represent any Owner with regard to an Owner's claim for business damages.

18.2 Reconstruction or Repair after Casualty or Condemnation. As used in this section, "substantial loss, damage, or destruction" shall mean any loss, damage or destruction which renders more than fifty percent (50%) of the Units untenable.

18.2.1 Substantial Loss. If substantial loss, damage or destruction is sustained, the Condominium shall be terminated unless within sixty (60) days from the date of loss the owners of two-thirds (2/3rds) of the Condominium Parcels agree in writing that the damaged property shall be repaired or reconstructed, or unless repair or reconstruction is required as a condition of payment under any policy of casualty insurance covering such loss.

18.2.2 Less than Substantial Loss. In the event damage sustained by the Condominium improvements is less than substantial as defined above, such damage shall be repaired unless within sixty (60) days from the date of loss all of the Owners agree in writing to terminate the Condominium in accordance with the procedure set forth in Section 22.

Repair of damage and reconstruction of the Condominium must either be substantially in accordance with the plans and specifications for the Condominium as originally constructed or in accordance with new plans and specifications approved by the Board, provided that such new plans and specifications must be approved by at least seventy-five percent (75%) of all of the voting interests and all of the Owners of the damaged Units, which approval may not be unreasonably withheld. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the Common Elements and of any Condominium Parcel unless an appropriate amendment is made to this Declaration.

The Board of Administration may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by the Board. The Board of Administration shall not be required to cause such insurance proceeds to be made available to the Association prior to the completion of any necessary restoration, repairs, or reconstruction, unless arrangements are made by the Association to assure that such restoration, repairs, or reconstruction shall be completed. Such assurances may, without limitation, consist of obtaining a construction loan from other sources, entering into a binding contract for such restoration, repairs, or reconstruction, or obtaining performance or payment bonds.

18.2.3 Common Elements. Damage to the Common Elements shall be repaired unless the Condominium is to be terminated as provided above and in Section 22.

18.3 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for payment of the costs thereof are insufficient, the Owners who own the damaged Condominium Parcels may be charged for the cost of reconstruction and repair. In the case of damage to the Common Elements, all Owners may be assessed in sufficient amounts to provide funds to pay the estimated costs. Charges for damage to Condominium Parcels shall be in proportion to the cost of reconstruction and repair of each Owner's respective damaged Condominium Parcel. Assessments on account of damage to the Common Elements shall be in proportion to the Owner's share of the Common Elements.

19. COMPLIANCE AND DEFAULT. Each Owner shall be governed by and shall comply with the terms of this Declaration and the other Governing Documents, as they may be amended from time to time, and the Condominium Act. The Association shall be entitled to the following remedies in addition to those otherwise available under the Condominium Act or other applicable law, which shall all be cumulative:

19.1 Remedies for Violations. In the event an Owner or an occupant of a Unit violates any provision of the Governing Documents or the Condominium Act, the Association, the Owners, and the Institutional First Mortgagees, jointly and severally, shall have the right to proceed in an appropriate court for an action for damages or to compel compliance with the terms of those documents or for other appropriate relief. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, or repair of the Surface Water or Stormwater Management System. These enforcement rights shall be in addition to the other remedies set forth in this Declaration or the Condominium Act.

19.2 Fines. The Association may levy reasonable fines as permitted by the Condominium Act for failure of an Owner or the occupant, licensee, or invitee of a Unit to comply with any provision of this Declaration or the other Governing Documents.

19.3 Costs and Attorneys' Fees. In any proceeding arising out of the failure of an Owner or an occupant of a Unit to comply with the terms of the Governing Documents or the Condominium Act, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees as may be awarded by the court.

The failure of the Association or any Owner to enforce a covenant, restriction, or other provision of the Governing Documents or the Condominium Act shall not constitute a waiver of the right to do so thereafter. The Association may avoid enforcing any provision of the Declaration or any rule or regulation that has a discriminatory effect and may regulate the use of the Common Elements so as to comply with the requirements of state and federal law. No breach of any of the provision contained in this Declaration shall

defeat or adversely affect the lien of any valid first mortgage on a Condominium Parcel. Notwithstanding the foregoing, the rights and remedies granted by this Declaration may be enforced against the Owner of a Condominium Parcel that is subject to a mortgage notwithstanding such mortgage. The purchaser at any foreclosure sale shall be bound by all of the provisions of the Governing Documents and the Condominium Act.

20. AMENDMENT. Except as elsewhere provided otherwise, this Declaration may be amended in accordance with the following provisions:

20.1 Restrictions on Amendments.

20.1.1 Certain Changes to Units and Appurtenances. Any amendment that changes the configuration or size of any Unit in a material fashion, materially alters or modifies the appurtenances to a Unit, or changes the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus shall require the joinder of the Owners of all affected Units and must be approved by at least seventy-five percent (75 %) of all voting interests, except as provided in Section 3.

20.1.2 Amendments Affecting Developer. Any amendment to this Declaration which affects the rights, privileges, power, or options of the Developer shall require the approval of the Developer.

20.1.3 Amendments Materially Affecting Mortgagees. Any amendment that requires the consent of a mortgagee pursuant to Section 718.110(4) or (8), Florida Statutes, that adversely affects the priority of a mortgagee's lien or the mortgagee's right to foreclose its lien, or that operates to materially affect the rights or interests of any Institutional First Mortgagee shall require the consent of such Mortgagee, which consent shall not be unreasonably withheld.

20.1.4 Amendments Altering Stormwater Management System. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the St. Johns River Water Management District.

20.1.5 Application of Amendments Restricting Rental Rights. Any amendment restricting Unit Owners' rights relating to the rental of Units applies only to Unit Owners who consent to the amendment and Unit Owners who purchase their Units after the effective date of the amendment.

20.1.6 Amendments in Violation of Law. No amendment to this Declaration will be valid if the effect of the amendment results in the Condominium Property being in violation of applicable laws and ordinances.

20.1.7 Amendment of Sections 20 and 21. Notwithstanding anything to the contrary contained in this Declaration, this Section 20 concerning amendment cannot be amended without the consent of two-thirds (2/3rds) of all voting interests and, if the amendment would be detrimental to sales of Units by the Developer and the Developer holds Units for sale in the ordinary course of business, by the Developer. Section 21 cannot be amended without the consent of eighty percent (80%) of Institutional First Mortgagees, which consent shall not be unreasonably withheld.

20.1.8 Multicondominium. Any amendment to change the percentage share of liability for the Common Expenses and ownership of the Common Surplus of the Association must be approved by at least a majority of the total voting interests of each condominium operated by the Association.

20.2 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered in accordance with the requirements of the Condominium Act and, if required by Section 21, shall be sent to holders, insurers, or guarantors of first mortgages in accordance with that Section.

20.3 General Procedure. A resolution adopting a proposed amendment may be proposed by either the Board of Administration, by the members of the Association, or by a Unit Owner in the case of an amendment pursuant to Section 3. Except where elsewhere provided, approval of a proposed amendment must be by no less than two-thirds (2/3rds) of the Board of Administration, by no less than two-thirds (2/3rds) of the voting interests of the entire membership of the Association, and by the Developer if the Developer holds at least five percent (5%) of the Units for sale.

20.4 Amendment for Errors and Omissions. Whenever it appears that there is an error or omission in this Declaration or any exhibit or amendment, a resolution adopting a proposed amendment to cure such error or omission may be proposed by either the Board of Administration or the members of the Association. Approval of such proposed amendment must be by no less than fifty percent (50%) of the Board of Administration and by no less than fifty percent (50%) of the members of the Association present at a meeting called for such purpose.

20.5 Amendment by Developer. Notwithstanding anything to the contrary set forth in this Declaration, until Turnover, and except as otherwise provided in Sections 718.110(4) and (8), Florida Statutes, the Developer reserves the unilateral right to amend the Declaration to add future phases of the Condominium or for any other purpose. An amendment by the Developer shall be evidenced by recording a written amendment in the public records of St. Johns County, Florida, that complies with the requirements of Section 718.110(1)(b), Florida Statutes. Amendments authorized by this Section shall not require the approval of the Board of Administration, the Association, the Owners, or any lienors or mortgagees of Condominium Parcels.

21. NOTICE TO MORTGAGEES. The Association shall provide a holder, insurer, or guarantor of an Institutional First Mortgage that has registered its name with the Association, upon written request of such holder, insurer or guarantor, at least one copy of the annual financial statement or report of the Association, and notice of the following:

21.1 Certain Amendments to the Declaration. Any proposed amendment of the Condominium documents affecting a change in:

21.1.1 The boundaries of any Unit or the exclusive easement rights appurtenant thereto;

21.1.2 The interest in the Common Elements or Limited Common Elements appurtenant to any Condominium Parcel or the liability for Common Expenses appurtenant thereto;

21.1.3 The percentage of voting interests in the Association allocated to any Condominium Parcel; or

21.1.4 The purposes to which any Condominium Parcel or the Common Elements are restricted;

21.2 Condemnation or Casualty Loss. Any condemnation loss or casualty loss which affects a material portion of the Condominium or which affects any Condominium Parcel on which there is an Institutional First Mortgage;

21.3 Termination of Condominium. Any proposed termination of the Condominium;

21.4 Insurance. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

21.5 Actions Requiring Mortgagee Consent. Any proposed action that requires the consent of a specified percentage of Institutional First Mortgagees.

22. TERMINATION. The Condominium may only be terminated as follows and in the manner set forth in the Condominium Act:

22.1 As a Result of Substantial Loss. In the event that it is determined as provided in Section 18 that the Condominium shall not be reconstructed because of substantial loss, the condominium plan of ownership for the Condominium shall be terminated without the necessity of agreement or approval by the membership.

22.2 By Agreement. The Condominium may be terminated pursuant to a plan of termination approved in writing by least eighty percent (80%) of the members of

the Association if not more than ten percent (10%) of the members have rejected the plan of termination by negative vote or by providing written objections thereto.

22.3 Due to Economic Waste or Impossibility. The Condominium may also be terminated by a plan of termination approved by at least seventy-five percent (75%) of the members of the Association in accordance with Section 718.117(2), Florida Statutes.

22.4 Certificate of Termination. The termination of the Condominium in any of the foregoing manners shall be evidenced by a written instrument of the Association, executed by all members and certified by the President and Secretary as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of St. Johns County, Florida.

22.5 Shares of Owners after Termination. After termination of the Condominium, Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective shares of the Owners in the same amount and with the same priorities as existed on the Owners' Condominium Parcels.

22.6 Sale of Property. Immediately after the required vote of consent to terminate, each and every Owner shall immediately convey to the Association by warranty deed all of such Owner's right, title and interest to his Condominium Parcel, provided the Association's officers and employees handling funds have first been adequately bonded. The Association or any member shall have the right to enforce such conveyance by specific performance. The Board of Administration shall then sell all of the Condominium Property at public or private sale, upon such terms as are deemed by the Board of Administration to be in the best interests of the Association. Upon the sale of the Condominium Property, the costs, fees, and charges for the sale, the cost of liquidation of the Association, and costs incurred in connection with the management and operation of the Condominium Property up to and including the time when distribution is made to the Owners shall be paid out of the proceeds of the sale. The remaining balance ("the net proceeds of the sale") shall be distributed as follows:

22.6.1 Determination of Distributive Share. The distributive share of each Owner in the net proceeds of the sale, subject to the provisions of this Section, shall be the same as such Owner's share of the undivided interest in the Common Elements appurtenant to the Owner's Unit.

22.6.2 Payment of Liens. Upon determination of each Owner's distributive share, the Association shall pay out of each Owner's distributive share all mortgages, Assessments, and other liens encumbering the Condominium Parcel in accordance with their priority of record, and upon such payment all mortgagees, the

Association, and lienors shall execute and record satisfactions or releases of their mortgages and liens, regardless of whether the same are paid in full.

22.6.3 Payment to Owners. After making the payments described in Section 22.6.2, the Directors shall proceed to liquidate and dissolve the Association and distribute the remaining portion of each distributive share, if any, to the Owner of such share. If a Condominium Parcel is owned by more than one person, the Association shall pay the remaining distributive share allocated to such Condominium Parcel to the various Owners of record.

22.6.4 Disputes. In the event there is a dispute over the validity, priority, or amount of mortgages or liens encumbering a Condominium Parcel, or in the event there is a dispute between Owners of a Condominium Parcel as to each Owner's share in such Condominium Parcel, then payment shall be made jointly to the parties to such dispute and, upon receipt of such joint payment, all parties to the dispute shall execute and deliver to the Association satisfactions and release of record of all liens against the Condominium Parcel.

22.7 Effect of Termination. After the certificate described in Section 22.4 is recorded, all Owners have conveyed their interests in the Condominium Property to the Association, and the Association has conveyed all of the Condominium Property to a purchaser, the title to the Condominium Property shall thereafter be free of all restrictions, reservations, covenants, conditions, and easements set forth in this Declaration.

23. CONSTRUCTION.

23.1 Severability and Invalidity. The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration or the Governing Documents shall not affect the validity of the remaining portions, which shall remain in full force and effect provided the essential provisions for the Developer, Association, Unit Owners, and Institutional First Mortgagees remain valid, binding, and enforceable. In the event any court determines that any provision of this Declaration violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not become invalid but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose the measuring life shall be that of the Association.

23.2 Headings. The headings in this Declaration are for reference and in no way define, limit, or describe the scope of this Declaration.

23.3 Gender. The use of the masculine gender shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall refer to the other, as the context or application may require.

23.4 Intent. The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of an office condominium in accordance with the Condominium Act.

23.5 Assignment. The Developer may assign any or all of its rights under this Declaration to any successor developer without the consent of the Association or any Unit Owner.

24. DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS DECLARATION OR AS OTHERWISE REQUIRED BY LAW, NEITHER THE DEVELOPER NOT ITS AGENTS OR EMPLOYEES HAVE MADE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, (A) AS TO ANY PART OF THE CONDOMINIUM PROPERTY, INCLUDING WITHOUT LIMITATION ITS STRUCTURAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE CODES AND LAWS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR (B) IN CONNECTION WITH THE SALE, OPERATION, RENTAL, MAINTENANCE, OR TAXATION OF UNITS.

IN WITNESS WHEREOF, the Developer, Flagler-Whitehall Office and Storage, LLC, has executed this Declaration of Condominium this 10th day of June, 2008.

Signed and sealed in the presence of:

Donna L. Watkins
Name: Donna L. Watkins

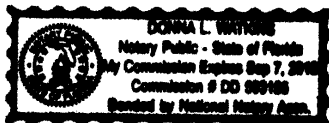
Rebecca L. Hendrian
Name: Rebecca L. Hendrian

FLAGLER-WHITEHALL OFFICE
AND STORAGE, LLC, a Florida limited
liability company

By: George E. Erickson, Jr.
Name: George E. Erickson, Jr.
Its Managing Member

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 16 day of June, 2008, by ~~Attilio G. Jackson~~, the manager of Flagler Whitehall and Storage, LLC, a Florida limited liability company, on behalf of the company. He () is personally known to me or () has produced a Florida driver's license as identification.



Donna L. Watkins
Notary Public

JOINDER AND CONSENT OF MORTGAGEE

BRANCH BANKING AND TRUST COMPANY, the owner and holder of a mortgage on the real property described in the foregoing Declaration of Condominium, which mortgage is recorded in Official Records 2564, page 1640, of the public records of St. Johns County, Florida, hereby joins in and consents to the filing of said Declaration of Condominium as covenants running with the land and to the subordination of the lien of its mortgage to the terms of the aforesaid Declaration of Condominium. This Joinder and Consent shall be binding upon the undersigned and its successors and assigns.

Dated this 7th day of July, 2008.

Signed, sealed and delivered
in the presence of:

BRANCH BANKING & TRUST
COMPANY, a North Carolina corporation

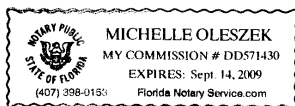
Candace Miller
Name: Candace Miller

Joe Grass
By: Joe Grass
Its: Vice President
Address: 200 West Forsyth Street
Jacksonville, Florida 32202

Patti McCullough
Name: Patti McCullough

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7 day of July, 2008, by Joe Grass, the VP of Branch Banking & Trust Company, a North Carolina corporation, on behalf of the corporation. He or she is personally known to me or has produced a Florida drivers' license as identification.



Michelle Oleszek
Name: Michelle Oleszek
Notary Public
Commission No. DD571430
Commission Expires 09-14-09

EXHIBIT A

Legal Description of Condominium Property (Phase I)



CLARSON & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA 32207

PHONE: 396-2623
FAX: 396-2633

JULY 30, 2007

FLAGLER WHITEHALL OFFICE AND STORAGE LLC

PARCEL B-1 SECTION 1

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND RUN SOUTH 04° 39' 56" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA POWER AND LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 87° 46' 28" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 716.53 FEET; THENCE SOUTH 02° 13' 32" EAST, A DISTANCE OF 35.00 FEET; THENCE NORTH 87° 46' 28" EAST, ALONG THE SOUTH LINE OF WHITEHALL DRIVE, A DISTANCE OF 341.50 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 87° 46' 28" EAST, ALONG THE SOUTH LINE OF WHITEHALL DRIVE, A DISTANCE OF 385.94 FEET; THENCE SOUTH 02° 07' 43" EAST, A DISTANCE OF 290.01 FEET; THENCE SOUTH 87° 46' 28" WEST, A DISTANCE OF 385.45 FEET; THENCE NORTH 02° 13' 32" WEST, A DISTANCE OF 290.01 FEET TO THE POINT OF BEGINNING .

THE ABOVE DESCRIBED LANDS CONTAIN 2.57 ACRES, MORE OR LESS.

EXHIBIT B

Identification of Units and Allocation of Shares

UNIT IDENTIFICATION AND ALLOCATION OF SHARES

A Condominium Parcel shall be described as “Unit _____, Flagler-Whitehall Office Park Phase ___, a condominium, as recorded in Official Records ___, page ___, of the of the public records of St. Johns County, Florida.”

The Units shall be numbered as shown on the building floor plans attached as Exhibit E. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to each Unit, and the percentage of liability for Common Expenses is based on a fraction, the numerator of which is the size of the Unit in square feet, and the denominator of which is the total square footage of all Units in the Condominium. The shares of ownership and liability assigned to Units in Phase I is as follows:

<u>Unit Size (s.f.*)</u>	<u>#of Units</u>	<u>Fractional Share/Unit Size*</u>	<u>Voting Interests/ Unit Size*</u>	<u>Total Voting Interests(Rounded)</u>
796	2	.035602	3.5602 %	7.1204
813	2	.036363	3.6363	7.2726
1,593	2	.071262	7.1262	14.2524
1,595	10	.071351	7.1351	<u>71.3510</u>
				100.00% (R)

*Note: Total square footage of Units in Phase I is 22,354 s.f. Section 4.3 of the Declaration provides that the square footage calculations set forth above and as shown in the Condominium Documents will control in the event of a difference in the actual square footage of the Units.

EXHIBIT C

Survey (Phases I and II)

MAP SHOWING SPECIFIC PURPOSE SURVEY OF
PARCEL "B-1" AND "B-2" FOR FLAGLER
WHITEHALL OFFICE AND STORAGE, LLC, ST.
JOHNS COUNTY, FLORIDA

- NOTES:
1. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO AMEND PARCELS "B-1", "B-2" AND PROPOSED IMPROVEMENTS.
 2. BEARING REFERENCE: N87°46'28"E FOR THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA POWER & LIGHT EASEMENT PER OFFICIAL RECORD BOOK 1460, PAGE 1651.
 3. ALL IMPROVEMENTS SHOWN ARE PROPOSED, EXCEPT AS NOTED.
 4. SEE ATTACHED LEGAL DESCRIPTIONS.

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	177.50	177.50	177.50	177.50
C2	177.50	177.50	177.50	177.50
C3	177.50	177.50	177.50	177.50
C4	177.50	177.50	177.50	177.50

LINE TABLE				
LINE	LENGTH	BEARING	CHORD	DELTA
L1	177.50	177.50	177.50	177.50
L2	177.50	177.50	177.50	177.50
L3	177.50	177.50	177.50	177.50
L4	177.50	177.50	177.50	177.50

POINT OF REFERENCE
(ALL PARCELS)
INTERSECTION OF THE NORTH LINE OF
SECTION 36 AND THE EASTERLY RIGHT OF WAY
LINE OF FLORIDA EAST COAST RAILROAD

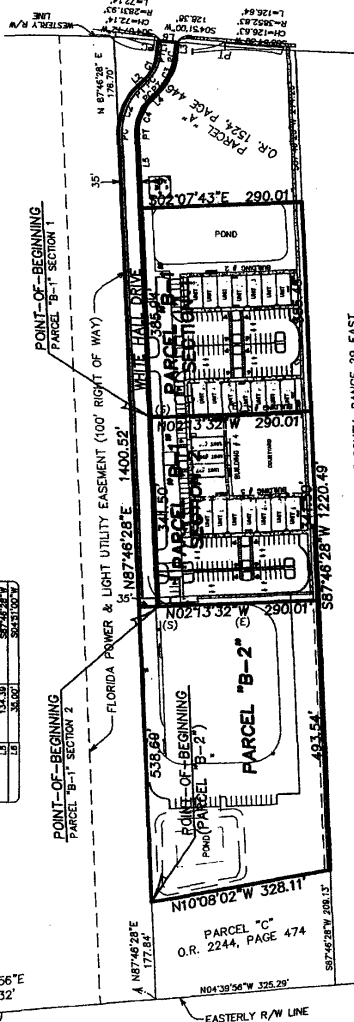
504°39'56"E
1228.32'

FLORIDA EAST COAST RAILROAD
(150' RIGHT OF WAY)

POINT-OF-BEGINNING
PARCEL "B-1" SECTION 2

POINT-OF-BEGINNING
PARCEL "B-1" SECTION 1

OLD MOULTRE ROAD
(66' RIGHT OF WAY)



A PORTION OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST
AND SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST

LEGEND:

R	RADIUS
L	ARC LENGTH
CH	CHORD LENGTH
R/W	RIGHT OF WAY
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE

REVISED 7-27-2007 TO AMEND PARCELS TO EXCLUDE "WHITE HALL DRIVE".
REVISED 8-6-2007 TO AMEND PARCEL "B-1" SECTION 1 TO INCLUDE ACCESS ROAD.
REVISED 5-23-2007 TO SHOW PARCEL "B-1" SECTIONS 1 AND 2.

I HEREBY CERTIFY THAT THIS SURVEY, PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE
MINIMUM STANDARDS FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 61017-6, FLORIDA
ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

DATED: FEBRUARY 2, 2007

SCALE: 1"=200'

C:\WORK\A-1014\OLD MOULTRE ROAD\SPECIFIC PURPOSE.dwg/B

11: CLARSON AND ASSOCIATES, INC.
STATE PROFESSIONAL SURVEYORS & ENGINEERS
1843 W. 14th AVE., JACKSONVILLE, FL 32207
(904) 398-7823 LB NO. 1704
JOSE A. HILL JR.
REGISTERED SURVEYOR NO. 448 FLORIDA

EXHIBIT D

Site Plan (Phases I-III)

FLAGLER-WHITEHALL PROFESSIONAL PARK, a condominium
SITE PLAN

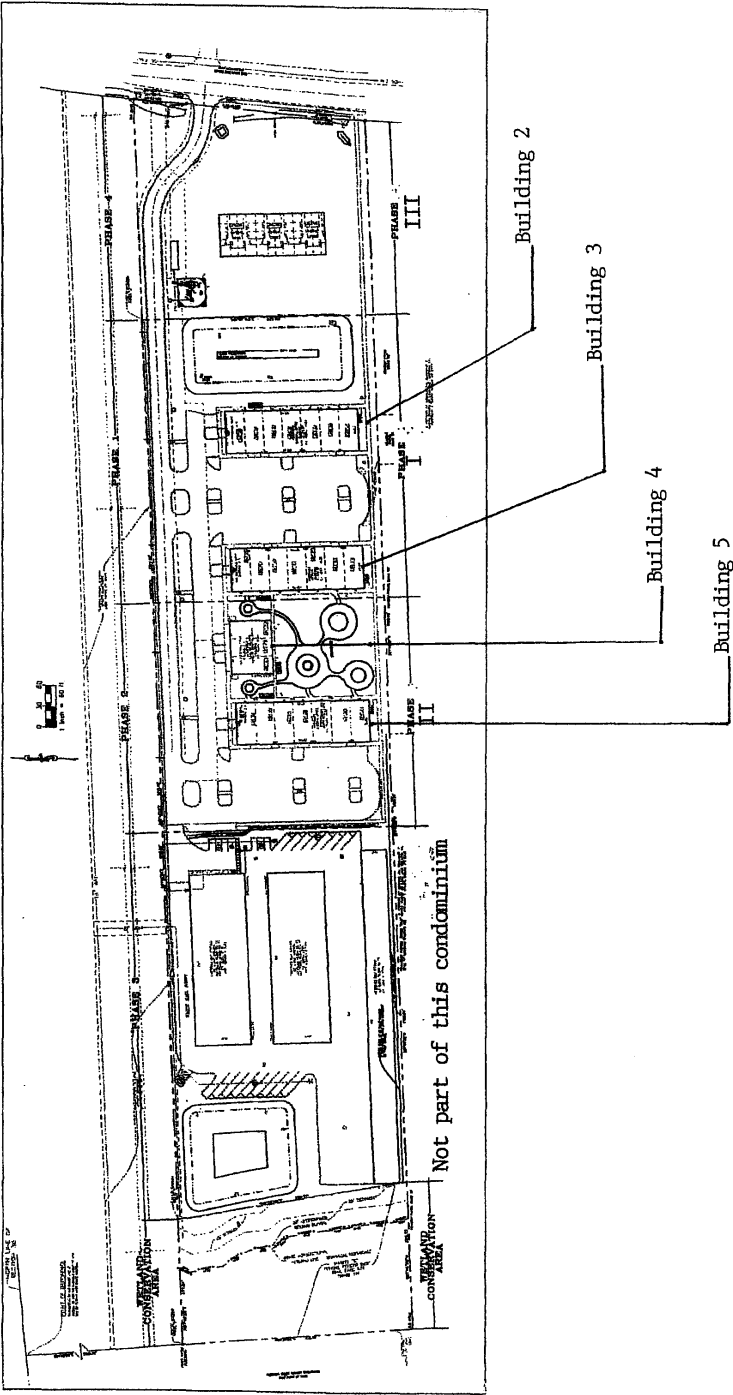
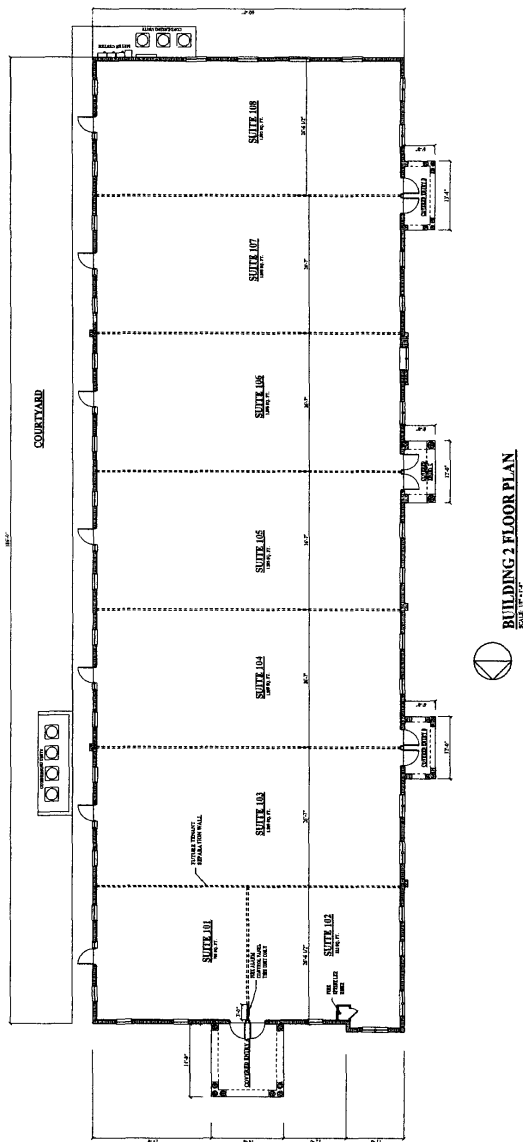


EXHIBIT E

Building and Unit Floor Plans (Phase I)



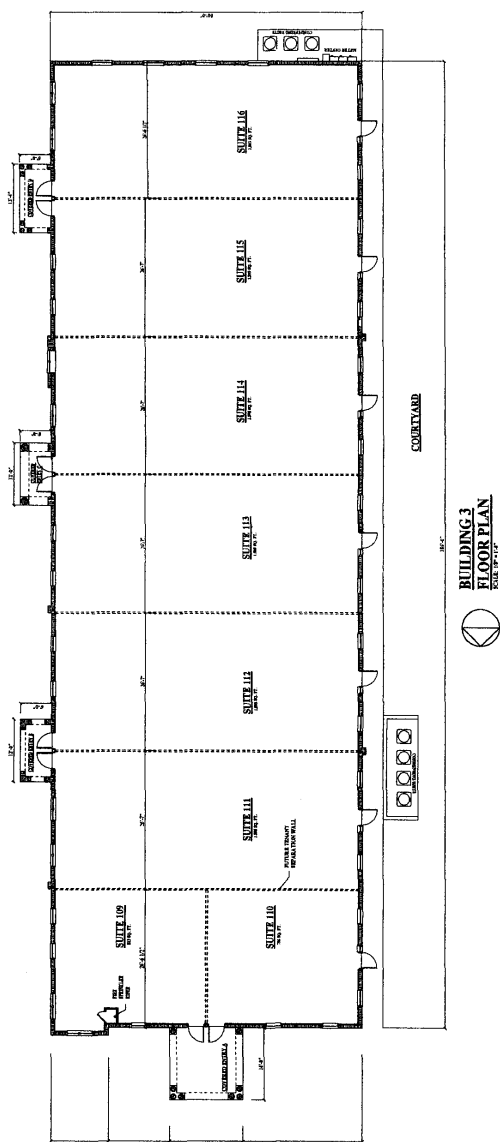
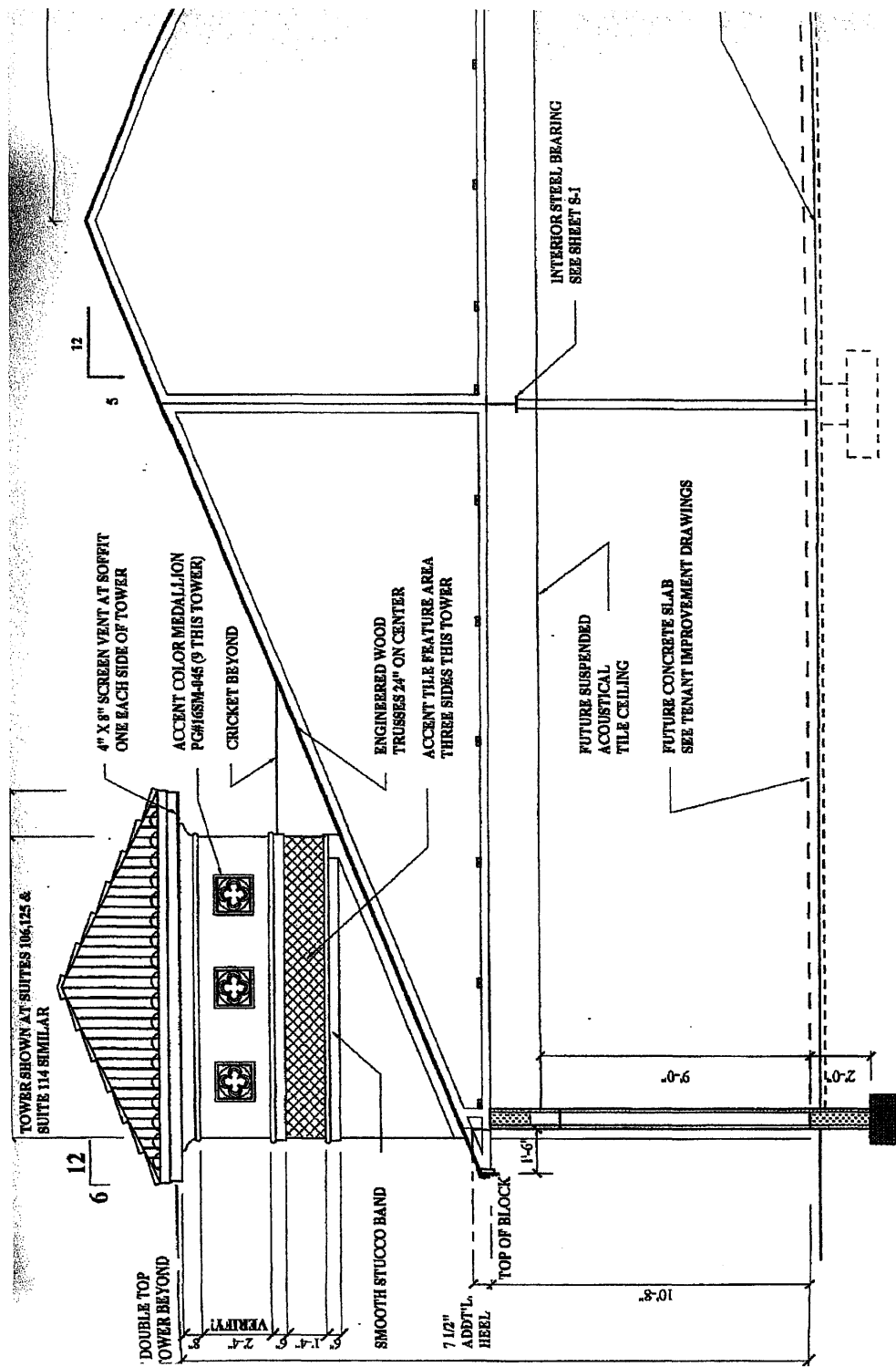


EXHIBIT F

Elevations (Phase I)



BUILDING 2 & 5 CROSS SECTION

Note: Geodetic finished floor elevation will be 34.25 feet.

EXHIBIT G

Surveyor's Certificate (Phase I)

**SURVEYOR'S CERTIFICATE
FLAGLER-WHITEHALL PROFESSIONAL PARK, a condominium**

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**


BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Jose A. Hill, Jr., P.S.M., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn, deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.

2. I hereby certify that the construction of Buildings 2 and 3, Phase I of Flagler-Whitehall Professional Park, a condominium, is substantially complete so that the survey and plot plan, together with the provisions of the Declaration of Condominium describing the condominium, is an accurate representation of the location and dimensions of the condominium and that the identification, location and dimensions of the common elements and of the Units in Phase I can be determined from these materials.

3. I further certify that all planned improvements, including but not limited to landscaping, utility services and access to the Units in Buildings 2 and 3, Phase I and common-element facilities serving the Units in Phase I have been substantially completed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 25th day of June, 2008.


Jose A. Hill, Jr., P.S.M.
Florida Certification No. 4487



SWORN TO AND SUBSCRIBED before me this 25th day of June, 2008, by Jose A. Hill, Jr., who is personally known to me or who has produced a Florida driver's license as identification.



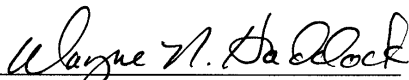

Signature of Notary
WAYNE N. HADDOCK
Name of Notary Typed/Printed/Stamped
Commission Number DD0661779
My Commission Expires 4/11/2011

EXHIBIT H

Legal Descriptions of Proposed Phases II and III

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Phase II Lands

JULY 30, 2007

FLAGLER WHITEHALL OFFICE AND STORAGE LLC

PARCEL B-1 SECTION 2

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND RUN SOUTH 04° 39' 56" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FLORIDA POWER AND LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 87° 46' 28" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 716.53 FEET; THENCE SOUTH 02° 13' 32" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 87° 46' 28" EAST, ALONG THE SOUTH LINE OF WHITEHALL DRIVE, A DISTANCE OF 341.50 FEET; THENCE SOUTH 02° 13' 32" EAST, A DISTANCE OF 290.01 FEET; THENCE SOUTH 87° 46' 28" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 02° 13' 32" WEST, A DISTANCE OF 290.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 2.27 ACRES, MORE OR LESS.

Phase III Lands

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE, COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE, SOUTH 04°39'56" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A FLORIDA POWER AND LIGHT EASEMENT AND UTILITY EASEMENT (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE, NORTH 87°46'28" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1444.03 FEET; TO THE POINT OF BEGINNING, THENCE, CONTINUE NORTH 87°46'28" EAST A DISTANCE OF 311.03 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAYLINE OF OLD MOULTRIE ROAD (COUNTY ROAD 5A, A 66 FOOT RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION SECTION NUMBER 7855-150), AND A POINT ON A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 2381.93 FEET, THENCE, SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°07'12" WEST AND A CHORD DISTANCE OF 72.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE, SOUTH 04°51'00" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 128.38 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 3852.83 FEET; THENCE, CONTINUING SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 126.64 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°54'30" WEST AND A CHORD DISTANCE OF 126.63 FEET TO A POINT ON SAID CURVE; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 87°46'28" WEST, A DISTANCE OF 274.26 FEET; THENCE, NORTH 02°07'43" WEST 325.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.56 ACRES MORE OR LESS.

EXHIBIT I

Articles of Incorporation

of

Flagler-Whitehall Professional Park Condominium Association, Inc.

**ARTICLES OF INCORPORATION
OF
FLAGLER-WHITEHALL PROFESSIONAL PARK
CONDOMINIUM ASSOCIATION, INC.**

I, the undersigned natural person competent to contract, associate myself for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes (2007), and certify as follows:

ARTICLE ONE: NAME

The name of the corporation is Flagler-Whitehall Professional Park Condominium Association, Inc. ("the Association").

ARTICLE TWO: PURPOSE

The purposes and objectives of the corporation are such as are authorized under the Florida Condominium Act, Chapter 718, Florida Statutes (2007), and the Florida Corporation Not-for-Profit Act, Chapter 617, Florida Statutes (2007), as they may be amended from time to time, and include providing for the operation, maintenance, preservation, administration, and management of Flagler-Whitehall Professional Park, a condominium, located in St. Johns County, Florida ("the Condominium"), and the property of the Association ("the Property").

ARTICLE THREE: POWERS

In addition to the general powers afforded a corporation not-for-profit under the laws of the State of Florida, the Association shall have all the powers reasonably necessary to implement the purpose of this Association, including without limitation the following powers:

1. To operate and manage the Property, the Condominium, and the lands on which it is situated. Furthermore, in the event the Condominium elects to participate in a multicondominium in accordance with the terms of the Declaration of Condominium for Flagler-Whitehall Professional Park, a condominium ("the Declaration of Condominium"), the Association shall have to power to manage the multicondominium and the Participating Condominium, as defined in the Declaration of Condominium.

2. To carry out all the powers and duties vested in the Association pursuant to the Declaration of Condominium, Bylaws, any rules and regulations of the Association, and the Declaration of Easements (as defined in the Declaration of Condominium), which shall include without limitation:

a. to make and collect assessments against members to defray the costs, expenses and losses of the Association;

duties;

b. to use the proceeds of assessments in the exercise of its powers and

c. to maintain, repair, replace and operate the Property;

d. to reconstruct improvements after casualty and to further improve the Property;

e. to make and amend regulations respecting the use of the Property;

f. to enforce by legal means the provisions of the Declaration of Condominium, these Articles, the Bylaws of the Association, the rules and regulations for the use of the Property promulgated by the Board of Administration from time to time ("the Rules and Regulations") and the Declaration of Easements;

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

h. to purchase insurance upon the Property and insurance for the protection of the Association and its members as Unit Owners;

i. to acquire title to property or otherwise hold, convey, lease and mortgage Association property for the use and benefit of its members.

j. to operate, maintain, and manage the Surface Water or Stormwater Management System described in the Declaration of Condominium for Flagler-Whitehall Professional Park ("the Declaration") in a manner consistent with the St. Johns River Water Management District permit no. 42-109-104-3000-1 requirements and applicable District rules, and to assist the enforcement of the Declaration which relate to the Surface Water or Stormwater Management System; and

k. to levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the Surface Water or Stormwater Management System.

3. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon nonprofit corporations of a similar character by the provisions of Chapter 617, Florida Statutes (2007), and as may be amended from time to time to do any and all things necessary to carry out its purposes.

4. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations formed to operate condominiums under the provisions of Chapter 718, Florida Statutes (2007), and as may be amended from time to time.

5. No compensation shall be paid to Directors for their services as Directors. However, compensation may be paid to a Director in his or her capacity as an employee or for other services rendered to the Association outside of his or her duties as a Director. In such case, compensation must be approved by the other members of the Board. The Directors shall have the right to set and pay all salaries or compensation to be paid to employees, agents, or attorneys for services rendered to the corporation.

6. All funds and the title to all property acquired by this Association and the proceeds thereof shall be held in trust for the owners of the Condominium Parcels in accordance with the provisions of the Declaration of Condominium, these Articles and the Bylaws.

7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws and Rules and Regulations.

ARTICLE FOUR: MEMBERS

Each Condominium Parcel shall have as an appurtenance thereto a membership or memberships in the Association, which shall be held by the Owner or Owners of the Condominium Parcel. No person or entity holding title to a Condominium Parcel as security for the performance of an obligation, shall acquire the membership appurtenant to such Condominium Parcel by virtue of such title ownership. In no event may any membership be severed from the Condominium Parcel to which it is appurtenant. The voting rights of members are set forth in the Bylaws and Declaration.

ARTICLE FIVE: DURATION

The period of the duration of the corporation is perpetual.

ARTICLE SIX: SUBSCRIBER

The name and address of the subscriber to these Articles is:

Name

George E. Erickson, Sr.

Address

6170 St. Andrews Court
Ponte Vedra Beach, Florida 32082

ARTICLE SEVEN: OFFICERS

The affairs of the corporation are to be managed by a President, Secretary, and Treasurer who will be accountable to the Board of Administration. The offices of Vice President, Secretary or Treasurer may be combined in one individual. Officers will be elected annually in the manner set forth in the Bylaws.

ARTICLE EIGHT: DIRECTORS

The number of persons constituting the first Board of Administration is not less than three (3). The number of directors may be increased or decreased from time to time as provided by the Bylaws, provided there shall never be less than three (3). The names and addresses of the directors who are to serve until the first annual meeting of the members or until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
George E. Erickson, Sr.	6170 St. Andrews Court Ponte Vedra Beach, Florida 32082
Michael Harrigan	273 Odom's Mill Boulevard Ponte Vedra Beach, Florida 32082
Bruce Eric Morris	420 West Mill Chase Court Ponte Vedra Beach, Florida 32082

The election of Directors, their terms of office, removal or the filling of vacancies on said Board shall be in accordance with the Bylaws of the Association.

ARTICLE NINE: BYLAWS

Bylaws regulating operation of the corporation shall be adopted by the Board of Administration.

ARTICLE TEN: AMENDMENT

Amendments to these Articles of Incorporation may be proposed by at least two-thirds (2/3) of the Directors or by members entitled to exercise at least one-third (1/3) of the then authorized membership voting power. Amendments may be adopted by affirmative vote of those members exercising not less than two-thirds (2/3) of the total voting power of the corporation. Additional requirements concerning proposal and adoption of amendments to these Articles shall be set forth in the Bylaws.

ARTICLE ELEVEN: INDEMNIFICATION

Every Director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that, in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct in the performance of his or her duties, the indemnification shall apply only when the Board of Administration approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

ARTICLE TWELVE: PRINCIPAL OFFICE, INITIAL REGISTERED OFFICE, AND REGISTERED AGENT

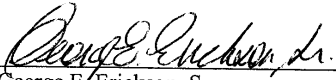
The street and mailing address of the initial principal office of the Association is c/o MAY Management, Inc., 5455 A1A South, St. Augustine, Florida 32080. The initial registered office of the Association is 780 N. Ponce de Leon Boulevard, St. Augustine, Florida, and the name of its initial Registered Agent at such address is Katherine G. Jones.

ARTICLE THIRTEEN: DISSOLUTION

The Association may be dissolved only pursuant to the provisions of the Condominium Act and the Declaration. Upon dissolution of the Association, other than as part of a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, or for the general welfare of the residents of the county in which the Condominium Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE FOURTEEN: DEFINITIONS

Capitalized terms not defined in these Articles shall have the meanings set forth in the Declaration and the Condominium Act.


George E. Erickson, Sr.
Subscriber/Incorporator

ACCEPTANCE BY REGISTERED AGENT

I am familiar with and accept the duties and responsibilities as Registered Agent for the foregoing corporation.

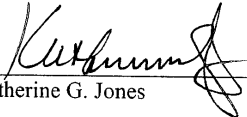

Katherine G. Jones

EXHIBIT J

Bylaws

of

Flagler-Whitehall Professional Park Condominium Association, Inc.

2022-05-23 14:11:11

**BYLAWS OF
FLAGLER-WHITEHALL PROFESSIONAL PARK
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE ONE: PLAN OF CONDOMINIUM OWNERSHIP

Section One. **Creation of Condominium.** Flagler-Whitehall Professional Park, a condominium, located at 101 and 105 Whitehall Drive, St. Augustine, Florida 32086, ("the Condominium") is submitted to the provisions of Chapter 718, Florida Statutes (2006), ("the Condominium Act"), by Declaration of Condominium for Flagler-Whitehall Professional Park, a condominium ("the Declaration") recorded simultaneously herewith in the public records of St. Johns County, Florida.

Section Two. **Applicability to Property.** The provisions of the Bylaws are applicable to the Flagler-Whitehall Professional Park Condominium Association, Inc. ("the Association") and to the Condominium, which terms includes the land, the buildings, and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith. These provisions shall also apply to any Participating Condominium, as defined in the Declaration.

Section Three. **Applicability to Persons.** All present and future Owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the Condominium in any manner shall be subject to these Bylaws, the Declaration, relevant Unit deeds, and the rules and regulations pertaining to the use and operation of the condominium property promulgated by the Association from time to time ("the Rules and Regulations").

Section Four. **Office.** The office of the Association shall be located at c/o MAY Management, 5455 A1A South, St. Augustine, Florida 32080.

Section Five. **Definitions.** All capitalized terms not defined in these Bylaws shall have the meanings set forth in the Declaration or the Condominium Act. "Electronic Transmission" or "Electronically Transmit" refers to any form of communication, nor directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process.

ARTICLE TWO: MEMBERSHIP

Section One. Members. The Developer and all record Owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except those Owners of Units in a Multicondominium. Membership shall be established by (i) the acquisition of Ownership of legal title to a Condominium Parcel, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of these Bylaws, (ii) the recordation in the public records of St. Johns County, Florida, of the deed or other instrument establishing acquisition and designating the parcel affected thereby and (iii) the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of the prior Owner as to the parcel designated shall be terminated.

Section Two. Restraint Upon Assignment of Shares. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a Unit.

Section Three. Voting. On all matters as to which the membership is entitled to vote, there shall be only one (1) vote for each Unit. The percentage of voting rights assigned to a Unit is set forth in the Declaration. Where a Unit is owned by a corporation, partnership, or other legal entity or by more than one (1) natural person, all the Owners of such Unit shall be collectively entitled to the vote assigned to such Unit and such owners shall designate in writing an affiliated individual who shall be entitled to cast the vote on behalf of all the Owners. Such written designation shall be filed with the Association's secretary and shall be effective until changed in writing. A vote to waive or reduce reserves shall be effective for only one annual budget.

ARTICLE THREE: FORM OF ADMINISTRATION

Section One. The Association and Board of Administration. The affairs of the Condominium shall be administered and managed by an Association of Unit Owners organized as a Florida corporation not-for-profit, having the name Flagler-Whitehall Professional Park Condominium Association, Inc., All power and authority of the Association shall be exercised through its Board of Administration ("the Board"), consisting of not less than three (3) members.

Section Two. Composition of Board of Administration. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Administration of the Association. Unit Owners other than the

Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

- a. Three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- b. Three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- c. When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- d. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- e. Seven years after recordation of the Declaration of Condominium creating the Condominium;

whichever occurs first. The Developer is entitled to elect at least one member of the Board of Administration and to elect all of the members of the Board not constituting a majority as long as the Developer holds for sale in the ordinary course of business at least five percent of the Units. Members of the Board of Directors, other than those appointed by the Developer, must be Owners of Units; provided, however, that in the event a Unit Owner is a corporation, partnership, limited liability company, or other entity other than an individual, only the person designated as being entitled to cast a vote for that Unit Owner shall be entitled to serve on the Board, and such individual shall be required to resign in the event his authority to cast the vote for the Unit Owner is revoked. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony.

Section Three. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Association and the Condominium and may do all such acts and things as are not directed to be exercised and done by the Unit Owners by law, the Declaration, or these Bylaws. The powers and duties to be exercised by the Board of Administration shall include, but shall not be limited, to the following:

- a. Maintenance, repair, replacement, and cleaning of the Common Elements, the Association Property, and the easements and improvements described in the Declaration of Easements;
- b. Determination, assessments, and collection of funds for Common Expenses, and payment of such expenses;
- c. Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the Condominium and the use of the Common Elements, subject to the right of a majority of Unit Owners to change any such rules;
- d. Procurement and maintenance of insurance as hereinafter provided;
- e. Maintenance of accounting records for the Association, which records shall be made available for inspection by Unit Owners and mortgagees at all reasonable times;
- f. Authorization and prosecution in the name of the Association of any and all actions and proceeding deemed necessary or appropriate in furtherance of the interests of Unit Owners generally, including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments;
- g. Entry into contracts for the management of the Association and any and all other contracts deemed necessary or appropriate in furtherance of the interest of Unit Owners generally;
- h. Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the Common Elements, and the Limited Common Elements;
- i. Establishment of bank accounts in the name of the Association, and authorization of signatories therefor;
- j. Purchasing, leasing or otherwise acquiring in the name of the Board of Administration, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale, lease, or surrender by their owners to the Board;
- k. Purchasing Units at foreclosure or other judicial sale in the name of the Board of Administration or its designee, corporate or otherwise, on behalf of all Unit Owners;

l. Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and sub-leasing Units leased by, the Board of Administration or its designee, corporate or otherwise, on behalf of all Unit Owners;

m. Organizing corporations to act as designees of the Board of Administration in acquiring title to or leasing Units on behalf of all Unit Owners;

n. Contracting for repairs of, and additions and improvement to, the Association Property, and for repairs to, and restoration of, the property in accordance with the Provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

o. Acquiring title to property or otherwise holding, leasing, mortgaging, or disposing of property in the Association's name for the use and benefit of its members; and

p. Conveying a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section Four. Election and Terms of Office. Board members shall be elected in accordance with the procedure set forth in Article Five. The terms of all members of the Board shall expire upon the election of their successors at the annual meeting of the members. A vacancy on the Board caused by the expiration of a director's term shall be filled electing a new Board member, and the election shall be by secret ballot; however, if the number of vacancies equals or exceeds the number of candidates, no election is required.

Section Five. Resignation, Recall or Removal of Board Members. Any member of the Board of Administration may be removed from office in accordance with the provisions of Section 718.112(2)(j), Florida Statutes (2006), as amended from time to time. Electronic Transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

Section Six. Organizational Meeting. The first meeting of each Board of Administration shall be held within thirty (30) days after the election of such Board, at such place as may be fixed by the Board. Notice of the organizational meeting shall be given in accordance with Section Eleven below.

Section Seven. Regular Meetings. Regular meetings of the Board of Administration may be held at such times and places as shall from time to time be determined by the Board; provided, however, at least one (1) such meeting shall be held during each calendar year.

Section Eight. Special Meetings. Unless a longer or shorter period is required by the Condominium Act, special meetings of the Board of Administration may be called by the President, and shall be called by the President or Secretary on the written request of a least two (2) Board members, on ten (10) days' notice to each Board member, given personally or by mail, telephone, or facsimile. Any such notice shall state the time, place and purpose of the meeting.

Section Nine. Budget Meetings.

a. Regular Procedure. Any meeting at which a proposed annual budget of the Association will be considered by the Board shall be open to all Unit Owners. At least fourteen (14) days prior to such meeting, the Board shall furnish a notice of such meeting and a copy of the proposed annual budget to each Unit Owner by hand delivery, Electronic Transmission, or by mail to the address last furnished to the Association. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

b. Substitute Budget Procedure. If in any fiscal year the Board adopts an annual budget which requires assessments against Unit Owners that exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent of the voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall furnish a notice of the meeting to each Unit Owner by hand delivery, Electronic Transmission, or by mail to the address last furnished to the Association. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or the substitute budget is not approved, the annual budget previously adopted by the Board shall take effect as scheduled.

c. Developer Budget. If the Developer controls the Board, assessments shall not exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year unless approved by a majority of all voting interests.

Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

Section Ten. Waiver of Notice. Any Board member may at any time waive notice of any meeting of the Board, in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any Board meeting by a member shall constitute a waiver by him or her of notice of the time and place thereof.

Section Eleven. Notice of Board Meetings. Adequate notice of all meetings of the Board of Administration, which shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting at which non-emergency special assessments or amendment to rules regarding Unit use will be considered shall be mailed, delivered, or Electronically Transmitted to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Notice of any meeting at which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of meetings of the Board and committees may only be given by Electronic Transmission to those Unit Owners who have consented to receive notices by Electronic Transmission.

Section Twelve. Quorum. At all meetings of the Board of Administration, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meetings of the Board of Administration there be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

Section Thirteen. Minutes. Minutes shall be taken at all meetings of the Board of Administration. Copies of the minutes shall be available for inspection at the office of the Association by Unit Owners and Board members at all reasonable times.

Section Fourteen. Attendance by Unit Owners. Meetings of the Board of Administration and any committee thereof at which a quorum is present shall be open to

all Unit Owners, except meetings between the Board or Committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice. Any Unit Owner may tape record or videotape meetings of the Board and may speak at such meetings with reference to all designated agenda items. The Board may adopt reasonable rules and regulations governing the frequency, duration, and manner of Unit Owner statements and governing the tape recording and videotaping of the meeting.

Section Fifteen. Compensation. The members of the Board of Administration shall serve without compensation; however, the Association may reimburse the Directors for their reasonable travel expenses incurred in attending annual and special meetings. Neither this section nor Article Four, Section Seven, shall be construed to prohibit the Board of Administration from employing any member of the Board or contracting with a corporation or other entity of which a member of the Board is a shareholder, member, officer, director, or is otherwise affiliated in accordance with the Articles of Incorporation.

Section Sixteen. Fiscal Year. The Association shall initially operate on a fiscal year commencing on the date the Declaration of Condominium is recorded. After turnover of control to the Association, the Board of Directors may elect to change the Association's fiscal year to a calendar year.

Section Seventeen. Action by Directors without a Meeting. Notwithstanding any provision of these Bylaws, any action required or permitted to be taken at a meeting of the Board or a committee of the Board may be taken without a meeting in accordance with the Florida Not for Profit Corporation Act.

ARTICLE FOUR: OFFICERS

Section One. Designation. The principal officers of the Association shall be a President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Administration. The President must be a member of the Board, but the other officers need not be.

Section Two. Election of Officers. The Officers of the Association shall be elected annually by the Board of Administration at its organizational meeting, and shall hold office at the pleasure of the Board.

Section Three. Removal of Officers. On the affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose.

Section Four. **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Administration and of Unit Owners. He shall have all general powers and duties that are incident to the office of President of a Florida non-profit corporation, including, without limitation, the power to appoint committees from among the Owners from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association.

Section Five. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Administration and of Unit Owners, shall have charge of such books and papers as the Board of Administration may determine and shall, in general, perform all duties incident of the office of Secretary of a Florida non-profit corporation.

Section Six. **Treasurer.** The Treasurer shall have responsibility for the funds and securities of the Association and the Condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Administration, and shall, in general, perform all duties incident of the office of Treasurer of a Florida non-profit corporation.

Section Seven. **Compensation.** The officers shall serve without compensation.

ARTICLE FIVE: UNIT OWNERS

Section One. **Annual meetings.** The annual meetings of the Unit Owners shall be held on a day designated by the Board, provided that there shall be an annual meeting every calendar year and, to the extent possible, each annual meeting shall be no more than 13 months after the previous annual meeting.

Section Two. **Elections.** The regular election shall occur on the date of the annual meeting in accordance with the following procedure:

a. Voting. The members of the Board shall be elected by written ballot or voting machine. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner who permits another to vote his or her ballot may be fined by the Association in accordance with Section 718.303, Florida Statutes (2006), as amended from time to time. A Unit Owner needing assistance in casting the ballot for the reasons stated in Section 101.051,

Florida Statutes (2006), as amended from time to time, may obtain assistance in casting the ballot.

b. Notice. Not less than sixty days before a scheduled election, the Association shall mail, deliver or Electronically Transmit to each Unit Owner entitled to a vote a first notice of the date of the election, which must contain the correct mailing address of the Association. Any Unit Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before a scheduled election. At least fourteen (14) days before the election, the Association shall mail, deliver, or Electronically Transmit a second notice of the election, together with an agenda and a ballot listing all candidates, to all Unit Owners entitled to vote therein.

c. Candidate Information Sheet. Upon request of a candidate, the Association shall include with the second notice of the election a candidate information sheet. The information sheet may not be larger than 8 ½ by 11 inches and must be furnished by the candidate not less than thirty-five (35) days before the election to be included with the mailing of the ballot. The Association may not edit, alter, or otherwise modify the contents of the information sheet, and the original information sheet shall become part of the official records of the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. The cost of mailing, delivering, or Electronically Transmitting the information sheet shall be borne by the Association.

Notwithstanding the foregoing, an election is not required unless more candidates file notices of intent to run or are nominated than Board of Administration vacancies exist.

Section Three. Special Meetings. The President may, and, if directed by resolution of the Board of Administration or by petition signed and presented to the Secretary/Treasurer by Unit Owners owning a total of at least two-thirds (2/3) of the common interest, shall, call a special meeting of Unit Owners. No business shall be transacted at a special meeting except as stated in the notice unless by consent, either in person or by proxy, of Unit Owners owning at least two-thirds (2/3) of the common interest.

Section Four. Place of Meetings. Meetings of Unit Owners shall be held at the principal office of the Association, or at such other suitable place convenient to the Owners as may be designated by the Board of Administration.

Section Five. Notice of Unit Owner Meetings. Written notice including an agenda and stating the place, day, and hour of the meeting and, in the case of a special meeting, stating the purpose and purposes for which the meeting is called,

shall be mailed, hand delivered, or Electronically Transmitted to each Unit Owner at the address last furnished to the Association by the Unit Owner or hand delivered to each Unit Owner at least fourteen (14) days prior to the meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the meeting. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of Unit Owner meetings shall be posted. Unit Owners may waive notice of specific meetings.

Section Six. **Quorum.** At all meetings of Unit Owners at which a quorum is required, a majority of Unit Owners shall constitute a quorum for transaction of business. If, at any meeting of Unit Owners at which a quorum is required, less than a quorum is present, a majority of those present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section Seven. **Order of Business.** The order of business at all meetings of Unit Owners shall be as follows:

- a. Collection of election ballots.
- b. Roll call.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading of minutes of preceding meeting.
- e. Reports of officers.
- f. Reports of Board of Administration.
- g. Reports of committees.
- h. Election of inspectors of election (when appropriate).
- i. Election of members of Board of Administration (when required).
- j. Unfinished business.
- k. New business.

Section Eight. **Proxies.** Except as otherwise specifically provided in the Condominium Act and these Bylaws, Unit Owners may not vote by general proxy, but

may vote by limited proxies substantially conforming to a limited proxy form adopted from time to time by the Division of Florida Land Sales, Condominiums, and Mobile Homes. Limited and general proxies may be used to establish a quorum. Limited proxies may be used for any matter for which the Condominium Act requires or permits a vote of the Unit Owners unless the use of a proxy is specifically prohibited by the Condominium Act or by these Bylaws. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. No proxy, limited or general, may be used in the election of Board members or to fill vacancies on the Board of Administration unless permitted by the Condominium Act. Notwithstanding the provisions of this section, Unit Owners may vote in person at Unit Owner meetings.

Section Nine. Minutes. Minutes shall be taken at all meetings of Unit Owners. Copies of the minutes shall be available for inspection at the office of the Association by Unit Owners and members of the Board of Administration at all reasonable times.

Section Ten. Unit Owner Participation. Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items and may tape record or videotape any meeting of the Unit Owners. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation in Unit Owner meetings and governing tape recording or videotaping of Unit Owner Meetings.

Section Eleven. Approval by Unit Owners. Any approval by Unit Owners required by the Condominium Act, the Declaration of Condominium or these Bylaws shall be made at a duly noticed meeting of Unit Owners, which notice shall specifically incorporate an identification of agenda items, and shall be subject to all requirements of the Condominium Act, the Declaration, and these Bylaws, provided that Unit Owners may take action by written agreement without a meeting on any matter that requires the approval of the Unit Owners as provided by Section 718.112(2)(d)(4), Florida Statutes (2006).

Section Twelve. Action Without a Meeting. Any action required or permitted to be taken at an annual or special meeting of the members may be taken by written consent without a meeting, without prior notice, and without a vote in accordance with the Florida Not for Profit Corporation Act, to the extent permitted by such Act.

ARTICLE SIX: OPERATION OF PROPERTY

Section One. Share of Common Expenses and Common Surplus.

Appurtenant to each Condominium Parcel shall be an undivided share in the Common Elements and Common Surplus and an undivided share of liability for the Common Expenses. The ownership share of the Common Elements and Common Surplus and share of liability for the Common Expenses assigned to each Unit shall be based upon the total square footage of each Unit in uniform relationship to the total square footage of each other Unit in the Condominium, as such shares and square footages are set forth in Exhibit B, as it may be amended from time to time to reflect the division and combination of Units in accordance with the Declaration.

Section Two. Determination of the Common Expenses. Each year the Board of Administration shall prepare detailed proposed budgets of Common Expenses for the Association. The Association's budget shall contain estimates of the cost of performing the functions of the Association, including without limitation the estimated amounts necessary for maintenance and operation of Association Property, landscaping, streets and walkways, office expenses, utility services, replacement reserves, casualty insurance, liability insurance, and administration salaries, and other expenses required by the Condominium Act. All budgets shall show the amounts budgeted by accounts and expense classifications and shall include projections of Common Expenses, common revenues (from sources, if any, other than assessments of Unit Owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against Unit Owners as provided in these Bylaws and the Declaration of Condominium. The final annual budgets shall be adopted by the Board after consideration at a meeting held pursuant to Article Three, Section Nine.

After adoption of the budgets and determination of the annual Assessments per Unit, the Association shall assess such sums by promptly notifying all Owners by delivering or mailing notice thereof to the voting member representing each Unit at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12th) of the Association's annual assessments shall be due and payable in advance to the Association on the first day of each month.

As used in these Bylaws, the term "Common Expenses" shall include, but shall not be limited to the following:

- a. All expenses of administration, maintenance, repair and replacement of the Association Property and the Common Elements of the Condominium.
- b. Insurance premiums on all policies of insurance obtained by the Board of Administration, managing agent or manager, as the case may be.
- c. Working capital reserve and contingency account.

- d. General operating expenses.
- e. Repair and replacement reserve.
- f. Reserve for deficits accrued in prior years.

g. At the option of the Board, reserve for acquisition or lease of Units, the Owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.

h. Utility rates for water and gas, and related sewer rents.

i. Utility rates for electricity.

j. All other amounts that the Owners may agree upon or that the Board of Administration may deem necessary or appropriate for the operation, administration, and maintenance of the Association and Condominium.

k. All other amounts designated Common Expenses by the Declaration, by these Bylaws, or the Condominium Act.

Section Three. Reserves. The Condominium budget shall include reserve accounts for capital expenditures and deferred maintenance. These reserve accounts shall include but are not limited to, roof replacement, building painting and pavement resurfacing reserves and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. Reserve funds and any interest thereon shall remain in the reserve accounts and shall be used only for authorized reserve expenditures unless their use for other purposes has been approved in advance by a majority vote at a duly called meeting of the Association. This subsection does not apply to an adopted budget in which the Members have determined, by a majority vote at a duly called meeting of the Association, to provide no reserves or less reserves required by this subsection. Prior to turnover of control of the Association by the Developer, the Developer may vote to waive the reserves or reduce funding of reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial Declaration is recorded. Any vote to waive or reduce reserves shall be effective for only one annual budget.

Section Four. Special Assessments. Special Assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association and to provide for emergency repair or replacement of Association Property

and infrequently recurring items of maintenance and for the payment or pre-payment of insurance premiums to obtain a discounted premium. However, any special Assessments which are not connected with an actual operating, managerial, insurance or or maintenance Common Expense, shall not be levied without the approval of two-thirds (2/3rds) of all of the voting interests.

Section Five. **Non-Waiver.** The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Association Property.

Section Six. **Collection of Assessments.** The Board of Administration shall, by suitable written notice, assess Common Expenses against Condominium Parcels monthly, on the first day of each month, each such assessment covering the next succeeding month. If any such installment remains unpaid for more than ten (10) days from the date due, the Board of Administration shall take prompt action to collect it.

Section Seven. **Common Surplus.** If in any taxable year the net receipts of the Association from assessments and all other sources except casualty insurance proceeds and other non-recurring items exceeds the sum of (a) total Common Expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for Common Expenses and other liabilities in the next succeeding taxable year as may be determined by the Board of Administration, such excess shall be retained and applied to lessen the assessments for the next year, the amount of such reduction for each Unit Owner being in proportion to his undivided interest in the Common Elements.

Section Eight. **Liability for Assessments.** All Unit Owners are jointly and severally obligated to pay the Common Expenses assessed by the Board of Administration at the times set forth in these Bylaws. No Unit Owner may exempt himself from liability for any assessment for Common Expenses by waiver of use or enjoyment of any of the Association Property or Common Elements or by abandonment of his Unit.

Section Nine. **Default in Payment of Common Expenses.** In the event a Unit Owner shall fail, for thirty (30) days following the due date thereof, to pay to the Board of Administration the Common Expenses assessed against his Unit, such Unit Owner shall be deemed in default, and shall be obligated to pay interest at the highest rate allowed by law on such Common Expenses from the due date thereof, together with all administrative late fees and expenses, including reasonable attorneys' fees, incurred by the Board of Administration in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

Section Ten. **Foreclosure of Liens for Unpaid Common Expenses.**

The Board of Administration may bring an action to foreclose any lien for unpaid Common Expenses in the manner that a mortgage of real property is foreclosed or it may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Board shall give notice to the Unit Owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by personal delivery or by certified mail, return receipt requested, addressed to the Unit Owner.

Section Eleven. **Use of Units; Rules and Regulations.** The use of Units and the Common Elements shall be subject to reasonable restrictions set forth in the Declaration and the Rules and Regulations promulgated and amended from time to time by the Board of Directors with the approval of a majority of Unit Owners. Copies of all such rules and regulations shall be furnished to each Unit Owner prior to their effective date.

ARTICLE SEVEN: RECORDS

Section One. **Records; Certification.** The Board of Administration shall keep detailed records of all actions of such Board, including financial records and books of account of the Association. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each Condominium Parcel containing, among other things, the amount of each assessment against such Condominium Parcel, the date when due, amounts paid thereon, and the balance remaining due. The Board of Administration shall also prepare a quarterly written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all Unit Owners. Additionally, an annual report of receipts and disbursements of the Condominium or a complete set of financial statements shall be rendered by the Board of Administration to all Unit Owners and mortgagees requesting the same promptly after the end of each fiscal year.

Section Two. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor may be accepted by the Board as evidence of compliance by the Condominium Units to the applicable fire and life safety codes.

ARTICLE EIGHT: DISPUTE RESOLUTION

Section One. **Written Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board of Administration, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the Board requests advice from the division, the Board shall,

within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide in writing a substantive response to the inquiry as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board of Administration adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period. In such a case, any additional inquiry must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

Section Two. **Disputes Between Unit Owners and Association.** Prior to the institution of any litigation between a Unit Owner and the Association, the parties shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration. Arbitration shall be conducted according to the rules promulgated by the Division and in accordance with the procedure set forth in Chapter 718.1255, Florida Statutes (2006), as amended from time to time.

Section Three. **Fines.** The Association may levy reasonable fines against a Condominium Parcel for the failure of the Unit Owner or its occupant, licensee, or invitee, to comply with any provision of the Declaration of Condominium, Bylaws or reasonable rule of the Association in accordance with the procedure set forth in Section 718.303, Florida Statutes (2006), as amended from time to time.

ARTICLE NINE: MISCELLANEOUS

Section One. **Notices.** All notices required or permitted to be sent to the Board of Administration shall be sent by registered or certified mail to the office of the Board, or to such other address as such Owner may have designated, in writing, to the Board. All notices required or permitted to be sent to a Unit Owner shall be sent to the address last furnished to the Association by the Unit Owner. All notices to Unit mortgagees shall be sent by registered or certified mail to their respective addresses as maintained by the Secretary. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section Two. **Waiver.** No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

Section Three. Invalidity. If any provision or provisions or these Bylaws is, or are, declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these Bylaws.

Section Four. Captions. Captions are inserted in these Bylaws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these Bylaws or any provision hereof.

Section Five. Conduct of Meetings. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration, Articles of Incorporation, or these Bylaws.

Section Six. Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

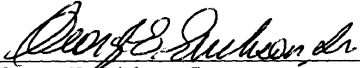
- a. The Declaration of Easements
- b. The Declaration of Condominium
- c. The Articles of Incorporation
- d. The Bylaws
- e. The Rules and Regulations

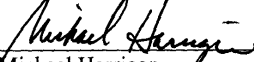
Section Seven. Electronic Transmission. The Board shall adopt rules and procedures for giving notice of meetings of the Board, committees, and Unit Owners by Electronic Transmission in a manner authorized by law.

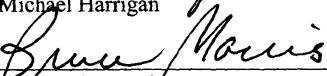
ARTICLE TEN: AMENDMENT

Section One. Amendments. These Bylaws may be amended or supplemented by the vote of Unit Owners entitled to exercise two-thirds (2/3) or more of the total voting power of the Association at a meeting of Unit Owners duly called and held for such purpose. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment alter, abridge or amend the rights of the Developer or mortgagees of Units without their consent. Any such amendment or supplement shall be filed or recorded in the office in which the Declaration and a copy of these bylaws are recorded.

IN WITNESS WHEREOF, We, being all of the Directors of Flagler-Whitehall Professional Park Condominium Association, Inc., have hereunto set our hands this 24th day of June, 2008.


George E. Erickson, Sr.


Michael Harrigan


Bruce Eric Morris

CERTIFICATE

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Flagler-Whitehall Professional Park Condominium Association, Inc., a Florida non-profit corporation, and,

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 24th day of June, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 24th day of June, 2008.


Its: Secretary

(Corporate Seal)

This Instrument Prepared By and Return To:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN: 4-12-560

**AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Amended Declaration") is made and executed this 17th day of May, 2013, by FLAGLER-WHITEHALL ACQUISITION, LLC, a Virginia limited liability company whose address for the purpose of this documentation is 501 Riverside Avenue, Suite 601, Jacksonville, Florida 32202, c/o Eugene G. Peek III, Esquire ("Flagler Acquisition"); FLAGLER-WHITEHALL PROFESSIONAL PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, whose address for the purpose of this documentation is Post Office Drawer 3007, St. Augustine, Florida 32085-3007, c/o Katherine G. Jones, Esquire ("Association"), and Unit 101, Unit 102, Unit 108 and Unit 117 of the Condominium and their respective owners described hereinafter (collectively "Unit Owners").

PRELIMINARY STATEMENT

A. Flagler Acquisition is the owner and holder of the respective real property described as Parcel A-1, Parcel A-2, Parcel A-3, Parcel A-4, Parcel B-2, Parcel C, and Whitehall Drive, together with all the Units in Flagler-Whitehall Professional Park, A Condominium ("Condominium"), in Parcel B-1, Section 1 and Section 2 thereof, with the exception of Condominium Unit 101, Unit 102 and Unit 108 (Parcel B-1, Section 1 – Building 2) and Condominium Unit 117 (Parcel B-1, Section 2 – Building 4) as shown on Exhibit A attached hereto and incorporated herein by this reference. Flagler Acquisition also holds and owns an "Assignment of the Developer Rights" ("Assignment") from Flagler-Whitehall Office and Storage, LLC, the original Declarant under the "Declaration of Easements, Covenants and Restrictions" and developer of the Land described hereinafter, recorded in Official Records Book 3618, Page 105, Public Records of St. Johns County, Florida.

B. The Unit Owners are the holders and owners of Condominium Unit 101, Unit 102 and Unit 108 (Parcel B-1, Section 1 – Building 2) and Condominium Unit 117 (Parcel B-1, Section 2 – Building 4) in Flagler-Whitehall Professional Park, a Condominium.

C. Collectively, Flagler Acquisition and the Unit Owners own all of the real property shown on Exhibit A consisting of Parcel A-1, Parcel A-2, Parcel A-3, Parcel A-4, Parcel B-1 (Section 1 and Section 2 thereof) Parcel B-2, Parcel C (individually a "Parcel" and collectively the "Parcels"), and Whitehall Drive. The Parcels and Whitehall Drive are referred to as the "Land."

D. The Association is the entity responsible for the maintenance, operation and ownership of the Condominium, in accordance with the "Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium" ("Condominium Declaration"), recorded in Official Records Book 3104, Page 1679, Public Records of St. Johns County, Florida, as supplemented, modified and amended thereafter in the "First Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium" ("Amended Condominium Declaration"), recorded in Official Records Book 3104, Page 1770, Public Records of St. Johns County, Florida.

E. Flagler Acquisition (as the Declarant and developer under this Amended Declaration with all of the rights, title and interests granted to same hereunder), the Association and the Unit Owners desire to supplement, modify, amend and restate in its entirety the "Declaration of Easements, Covenants and Restrictions" ("Declaration") recorded in Official Records Book 3104, Page 1663, Public Records of St. Johns County, Florida among other things to establish the following: a non-exclusive perpetual easement for pedestrian and vehicular ingress and egress over, upon and across Whitehall Drive for the benefit of the Parcels, a non-exclusive perpetual easement for maintenance and utilization of the Monument Sign described hereinafter and the rights to advertising thereon, and the further easements and other matters described hereinafter. And furthermore, the respective parties hereto also desire to supplement, modify, amend and restate in their entirety the non-exclusive easements set forth in the Declaration and to further establish other non-exclusive easements for the future. Henceforth, all respective parties shall hereafter be governed by this Amended Declaration and the provisions, conditions and terms hereof without any further reference to the Declaration of earlier date.

NOW, THEREFORE, the respective parties hereto hereby declare that the Land shall be held, sold and conveyed, subject to the following supplemented, modified, amended and restated easements, covenants and restrictions hereinafter set forth in this Amended Declaration:

1. CREATION OF EASEMENTS. The Land is hereby made subject to the following easements:

a. Sign Easement. Flagler Acquisition hereby grants to the Association and reserves in and unto itself and its successors and assigns, specifically as to Parcel B-2, a non-exclusive perpetual easement over, upon and across Parcel A-4 for the maintenance and utilization of a monument sign ("Monument Sign") ("Sign Easement") identifying the Condominium (i.e., "Flagler-Whitehall Professional Park") and Parcel B-2 (and the business conducted thereon and/or the owners thereof). The Monument Sign shall have an advertising area designated thereon for signage (two (2) advertising faces) for the Condominium and Parcel B-2 in accordance with Exhibit B attached hereto and incorporated herein by this reference. The Monument Sign shall have the Condominium signage on the top portion of the signage area and the Monument Sign shall have the Parcel B-2 signage on the bottom portion of the signage area, both said signage areas being approximately equal in size. The Condominium through its Association and the Parcel B-2 owners shall mutually cooperate, utilizing prudent best efforts and good faith, to create compatible equal signage on the Monument Sign in the designated signage area in accordance with Exhibit B. The Sign Easement shall be appurtenant to and benefit Parcel B-1 (Section 1 and Section 2 thereof) and Parcel B-2. The Monument Sign shall be maintained and owned by the Association.

b. Drainage Easement. The Association hereby grants to the owners of Parcel A-1, Parcel A-2, Parcel A-3, Parcel A-4, Parcel B-1 (Section 2), and Whitehall Drive and reserves in and unto itself and its successors and assigns a non-exclusive perpetual easement for drainage of surface waters and storm waters into the Surface Water or Stormwater Management System on Parcel B-1, Section 1 ("Drainage Easement"), which shall be appurtenant to and benefit Parcel A-1, Parcel A-2, Parcel A-3, Parcel A-4, Parcel B-1 (Section 2), and Whitehall Drive.

c. Utilities Easements. Flagler Acquisition and the Association hereby grant to the owners of Parcel A-1, Parcel A-2, Parcel A-3, Parcel A-4, Parcel B-1 (Section 1 and Section 2 thereof), Parcel B-2, Parcel C and Whitehall Drive, and reserve in and unto themselves and their successors and assigns a non-exclusive perpetual easement for the installation, construction, repair, and maintenance of lines and facilities for electricity, telephone cable, water and sanitary sewer over, upon, across and under all portions of the Land not improved with a building or other permanent structure, which shall burden and benefit all of the Parcels.

d. Driveway Easement. Flagler Acquisition hereby grants to the Association and reserves in and unto itself and its successors and assigns, specifically as to Parcel A-1, Parcel B-2 and Parcel C, a non-exclusive perpetual easement for vehicular and pedestrian egress and ingress over, upon and across Whitehall Drive ("Driveway Easement"), which shall be appurtenant to and benefit all the Parcels. In the event Flagler Acquisition conveys Whitehall Drive to the Association for the benefit and use of same and its members, such conveyance of

Whitehall Drive from Flagler Acquisition to the Association shall be subject to the Driveway Easement, specifically as to the Parcel A-1, Parcel B-2 and Parcel C reservations and rights described herein.

e. Flagler Acquisition's Reserved Easements and Rights. Flagler Acquisition, as assignee of the original Declarant, Flagler-Whitehall Office and Storage, LLC, hereby reserves the following easements and rights:

1.) Future Easements. Flagler Acquisition reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Land owned by Flagler Acquisition, provided such easements do not materially or adversely affect any improvements or unreasonably interfere with any owners' use and enjoyment of its Parcel. Such easements may be for any and all purposes, including without limitation construction, development, marketing and sale of additional improvements on the Land; the installation, maintenance, and operation of utilities to serve the Land; pedestrian and vehicular ingress and egress; and to act upon and carry out its rights and duties, express or implied, under this Amended Declaration.

2.) Cable Television, Telephone or Other Communication Lines. Flagler Acquisition reserves for itself, and its successors and assigns, a non-exclusive perpetual easement for the installation, maintenance and operation of cables for the transmission of cable television, telephone, or other electronic communications of any form, through, over, upon and across any and all portions of the Land, provided such easements do not materially or adversely affect any improvements or unreasonably interfere with any owners' use and enjoyment of its Parcel, and further that the owners of any Parcels affected thereby consent to same, which consent shall not be unreasonably withheld or delayed provided the foregoing conditions have been met. For purposes of this Section, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

3.) Assignment of Flagler Acquisition's Rights. Flagler Acquisition reserves the right to assign any and/or all of its interests, rights and title under this Amended Declaration to its respective successors and assigns. Any such assignment shall be evidenced in writing and recorded in the public records.

2. Maintenance. The Association shall maintain, repair, replace and insure the Sign Easement, Drainage Easement, Utilities Easement, and Driveway Easement (collectively, "Easements"), and all drainage improvements, lines and facilities installed over, upon, across, under or through the Easements, other than those improvements, lines, and facilities that serve only one Parcel, in good condition and repair in accordance with applicable laws, rules and

regulations. Furthermore, the Association shall pay all assessments/taxes imposed on Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive as same become payable and due. The owners of Parcel A-1 and Parcel B-2 shall contribute toward the cost of such maintenance, repair, replacement and insurance, and furthermore the assessments/taxes described herein, in accordance with Section 3 hereof. Notwithstanding anything herein to the contrary, the owner(s) of Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive shall not at any time as a result of such ownership of Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive have any responsibility, nor make any contributions, for any of the costs for such maintenance, repair, replacement, insurance and assessments/taxes described herein. Notwithstanding the foregoing, any improvement, line, or facility that serves only one Parcel shall be maintained, repaired, and replaced at the expense of the owner of such Parcel.

3. Payment of Maintenance Costs. Except as otherwise set forth in this Amended Declaration, the owners of Parcel A-1, Parcel B-1, and Parcel B-2 shall be responsible for a share of the reasonable and necessary costs of maintaining, repairing, replacing and insuring the foregoing easements described herein (collectively "Easements") and the improvements constructed within the Easements, and furthermore the Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive assessments/taxes described herein, (collectively "Maintenance Costs"). Initially, the Association shall be responsible for 100% of the Maintenance Costs as a common expense of the Association. Thereafter, and effective as of the date hereof, the owners of Parcel A-1, Parcel B-1 (Section 1 and Section 2 thereof), and Parcel B-2 shall be obligated to pay to the Association a percentage of the Maintenance Costs. The percentage of the Maintenance Costs to be paid by each said Parcel is as follows:

Parcel A-1	16%
Parcels B-1	48%
Parcel B-2	36%

Any sums due the Association under this Amended Declaration shall be paid within twenty (20) days of receipt of a written request therefore, provided such written request includes evidence of such reasonable Maintenance Costs. The Association may require payment of Maintenance Costs in advance of the performance of any contracted labor, services or materials to maintain and/or improve the Land pursuant to its obligations hereunder.

4. Lien for Maintenance and Construction Costs. The Association is hereby granted a lien upon Parcel A-1 and Parcel B-2, which lien shall secure the Maintenance Costs now or hereafter due under the conditions and terms of this Amended Declaration together with interest, if any, which shall be due on the amount of any delinquent payment at the rate of eighteen percent (18%) per annum. This lien shall also secure all costs and expenses, including reasonable attorneys' fees incurred at all levels of the proceedings, in enforcing the lien rights

granted in this paragraph. With respect to any Condominium units constructed on any such Parcels, the lien shall attach to each unit within the Condominium on a pro rata basis for each respective unit and the units may be released from the lien as provided by the Condominium Act. The lien granted herein may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien herein granted shall be effective from and after the time of the recording in the public records of St. Johns County, Florida, of a Claim of Lien stating the description of the applicable Parcel, the name of the then record owner, the amount due and the date when due. Except with respect to Condominium units, which may be released from the lien on a pro rata basis as described above, the lien shall continue in effect until all sums secured by said lien are fully paid. Upon full payment of all sums secured by such Claim of Lien, the said lien shall be satisfied of record.

The lien rights granted in this section shall be subject and subordinate to any bona fide mortgage given for valuable consideration and recorded in the public records of St. Johns County, Florida, prior to the recording of a Claim of Lien in the form described above.

5. Relocation of Utilities Easements. Flagler Acquisition shall have the right to relocate any portion of the Utilities Easements on the Land owned by Flagler Acquisition, and any respective owner of a Parcel shall have the right to relocate any portion of the Utilities Easements located on its Parcel, provided such relocation of a Utility Easement does not materially or adversely affect any improvements or unreasonably interfere with any owners' use and enjoyment of its Parcel, and further provided access (ingress and egress) to and from the Utilities Easements and their services furnished to the other Parcels are not unreasonably or materially impaired or restricted as a result of such relocation. The respective party exercising this right shall perform the relocation work in a manner so as to minimize the interruption of Utilities Easements access (ingress and egress) or services to the other Parcels and shall be solely responsible for the cost of relocating any Utilities Easements or other improvements within the Utilities Easements, including without limitation permitting, surveying and construction expenses, and the cost of preparing and recording an instrument relocating such portion of the Utilities Easements. Upon the physical relocation of any portion of a Utility Easement in accordance with this section, all of the owners of the Parcels where and when necessary shall join in the execution of such instrument relocating same.

6. Use of Easements. The owners of the Parcels on which the Easements are located may utilize their Parcels for all purposes which will not interfere with the reasonable use and enjoyment of the Easements.

7. Architectural Control.

a. **Architectural Control Committee.** Flagler Acquisition herewith establishes an Architectural Control Committee ("Committee"), which shall be initially composed of three (3) members appointed by Flagler Acquisition. Thereafter, on July 1, 2013, the Committee shall be a committee of the Association and the three (3) members of the Committee shall be appointed by the Association. The Committee shall have the following powers and duties:

1.) To draft and adopt from time to time architectural planning criteria, standards, and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval, all as it may consider necessary or appropriate. These criteria shall include, without limitation, the requirement that all buildings constructed on the Land be constructed of masonry or steel or a combination thereof and that no structure or improvement constructed or placed on a Parcel may exceed thirty-five feet (35') in height.

2.) To require submission to the Committee of two (2) complete sets of preliminary and final plans and specifications for any Proposed Improvements (as defined in Subsection b hereinafter). The Committee may also require submission of samples of building materials and colors proposed for use on any Parcel, and may require such additional information as may be reasonably necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Amended Declaration and any architectural planning criteria adopted by the Committee.

3.) To approve or disapprove any Proposed Improvement or change or modification thereto and to approve or disapprove any exterior additions, changes, modifications or alterations whatsoever. Subsequent to Flagler Acquisition's assignment of its rights of architectural review to the Association, any party aggrieved by a decision of the Committee shall have the right to make a written request for review to the Board of Directors (the "Board") of the Association within thirty (30) days of such decision. The determination of the Board upon reviewing any such decision shall in all events be final. Prior to the time Flagler Acquisition assigns the right of architectural review to the Association, a determination by the Committee shall be final and there shall be no right of review by the Board.

4.) To evaluate each application for the total effect, including the manner in which the Parcel is developed. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Amended Declaration or adopted by the Committee and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of

the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Parcels.

5.) If any Proposed Improvement is changed, modified or altered without prior approval of the Committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

6.) The Committee is hereby authorized to make such reasonable charges for each submittal as it deems necessary to cover the costs associated with its review of the plans and specifications.

In addition, any owner of a Parcel making or causing to be made any Proposed Improvement or additions to its Parcel agrees and shall be deemed to have agreed, for such owner and its successors and assigns, to hold the Committee and the Flagler Acquisition harmless from any liability, damage to the Land, and from expenses arising from any Proposed Improvement and such owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

b. Architectural Review Process. No construction, grading, tree removal, excavating, building, accessory structure, fence, mailbox, wall, driveway, landscaping, exterior lighting plan, paving, or exterior improvement ("Proposed Improvement"), other than those erected by Flagler-Whitehall Office and Storage, LLC, Flagler Acquisition, and/or their respective successors and assigns may be commenced, erected or maintained upon the Parcels, and no exterior addition to or change may be made on the Parcels until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Committee, in its sole discretion, as to quality of workmanship and materials, color, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Amended Declaration. The plans for the Proposed Improvements must be submitted to the Committee prior to commencing the Proposed Improvements and shall be either approved or disapproved in writing by the Committee within ten (10) working days following receipt. Construction of approved Proposed Improvements must be completed within a period of six (6) months from date construction is begun or such longer time as may be approved by the Committee in its sole discretion. If any Proposed Improvement is changed, modified or altered without prior approval of the Committee, the owner of the Parcel upon which such Proposed Improvement is located

shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

c. Waiver. Flagler Acquisition or the Committee shall have the right to release a Parcel from minor violations of this Amended Declaration by written instruments.

d. Parcel A-1, Parcel B-2 and Parcel C. Notwithstanding anything in this Amended Declaration or in any other documentation to the contrary, Section 7 [Architectural Control] or any other paragraphs or sections with reference to architectural control for the development and/or utilization of Parcel A-1, Parcel B-2 and Parcel C shall henceforth be declared null and void with no force or effect whatsoever. Parcel A-1, Parcel B-2 and Parcel C, and the development and/or utilization thereof, shall not be subject to any architectural control or review whatsoever by the Association.

8. Provision for Condominium Ownership; Time Share Prohibited. In the event any condominium is developed on any Parcel, any reference to "owner" in this Amended Declaration shall refer to the condominium association responsible for the management and operation of such condominium, and the share of the Maintenance Costs assigned to such Parcel shall be a common expense of such condominium association. No time share estates may be created on any Parcel.

9. Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or easement, either to restrain the violation or to recover damages, or both. Such action may be undertaken by the owner of any Parcel. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceedings.

10. Modification. No prior or present agreements or representations shall be binding upon the respective parties hereto unless included in this Amended Declaration. No modification or change to this Amended Declaration shall be valid or binding upon the respective parties hereto unless in writing and executed by the party or parties to be bound thereby. Such modification or change must be recorded in the public records.

11. Notice. Any notice necessary under this Amended Declaration shall be in writing and sent by United States or express mail or hand delivered to the parties at the last known address of the party and shall be deemed given upon receipt.

12. **Section Headings.** The section headings in this Amended Declaration are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Amended Declaration or any of its provisions.

13. **Governing Law.** This Amended Declaration shall be governed by the laws of the State of Florida.

14. **Effect of Invalidation.** Invalidation of any one of the provisions, conditions and/or terms of this Amended Declaration by judgment or court order shall not affect any of the other provisions, conditions and/or terms hereof, which shall remain in full force and effect, provided the essential provisions, conditions and/or terms of this Amended Declaration for Flagler Acquisition and the owners of the Parcels remain valid, binding, and enforceable. Subject to, but without limitation of the foregoing, the invalidation or reduction in the provisions, conditions and/or terms of any of the covenants, restrictions, conditions and/or terms of this Amended Declaration by reason of the legal rule against perpetuities shall in no way affect any other provision, condition and/or term which shall remain in full force and effect for the period of time as may be permitted by law.

15. **No Waiver.** Any failure of Flagler Acquisition or any owner of a Parcel or their successors or assigns to promptly enforce any of the easements, covenants and/or restrictions contained in this Amended Declaration shall not be deemed a waiver of the right to do so thereafter.

16. **Binding Effect.** The Easements and the conditions and terms of this Amended Declaration shall run with the Land and be binding upon all respective parties with any right or title to or interest in the Land and their successors and assigns.

17. **Gender.** The use of the masculine gender shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall refer to the other, as the context or application may require.

18. **Amendment.** This Amended Declaration may only be supplemented, modified or amended by the unanimous vote of the owners of Parcel A-1, Parcel B-1 (Section 1 and Section 2 thereof), Parcel B-2 and Parcel C; provided however, that any amendment that materially alters or modifies the Easements, or changes the percentage by which an owner of a Parcel shares the Maintenance Costs of the Easements, shall require the joinder and consent of all the affected Parcels and owners thereof. Furthermore, any amendment that alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, must have the prior approval of the St. Johns River Water Management District or other governmental agency having jurisdiction over such system.

19. Voting by an Association. For purposes of exercising any voting rights for a respective Parcel entitled to vote under this Amended Declaration, the Association shall be deemed the “owner” of Parcel B-1 (Section 1 and Section 2 thereof) , and shall be entitled to cast only one vote for or against any Amended Declaration amendment. If a condominium or homeowners association is created to operate any other respective Parcel in the future, such condominium or homeowners association shall also be considered the “owner” of that Parcel for voting purposes and shall be entitled to cast only one vote for or against any Amended Declaration amendment.

20. Duration and Termination. This Amended Declaration and the covenants, restrictions, provisions, conditions and terms contained in this Amended Declaration (excluding the Easement provisions, conditions and terms which are non-exclusive and perpetual), shall run with and bind all of the Parcels and inure to the benefit of Flagler Acquisition, the owners and occupants of the Parcels, and their respective heirs, successors, and assigns, for an initial term of fifty (50) years. After this initial 50-year term, this Amended Declaration shall automatically be renewed and extended for successive periods of ten (10) years each, unless at least one year before the termination of the initial 50-year period, or before each ten-year extension, as the case may be, an agreement terminating this Amended Declaration is recorded in the Public Records of St. Johns County, Florida, which agreement must be signed by all of the owners of Parcels.

IN WITNESS WHEREOF, the respective parties hereto have caused this Amended and Restated Declaration of Easements, Covenants and Restrictions to be executed on the date and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

FLAGLER-WHITEHALL ACQUISITION,
LLC, a Virginia limited liability company

[Handwritten initials]

Signed, sealed and delivered in the
presence of:

FLAGLER-WHITEHALL
LLC, a Virginia limited liability company

[Signature of Tammy A. Maitland]
Witness: Tammy A. Maitland
(type/print name)

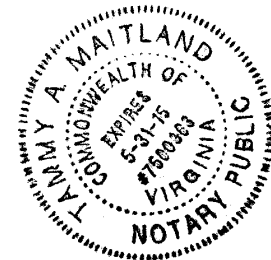
By: *[Signature of Jeffrey J. Begin]*
Jeffrey J. Begin, Manager

[Signature of Christy Goodman]
Witness: Christy Goodman
(type/print name)

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

THE FOREGOING instrument was acknowledged before me this 14 day of May, 2013, by Jeffrey J. Begin, the Manager of Flagler-Whitehall Acquisition, LLC, a Virginia limited liability company, on behalf of the Company. He () is personally known to me or () has produced a T23964574 driver's license as identification.

[Signature of Tammy A. Maitland]
Notary Public
Tammy A. Maitland
(Name of notary, typed/printed/stamped)
My commission expires: 5-31-15
My commission number: 7500363



Signed, sealed and delivered in the presence of:

FLAGLER-WHITEHALL PROFESSIONAL PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation

Witness: Raphael NG
(type/print name)

By: ANNA NG
ANNA NG, President

Witness: Carol L. Ruck
(type/print name)

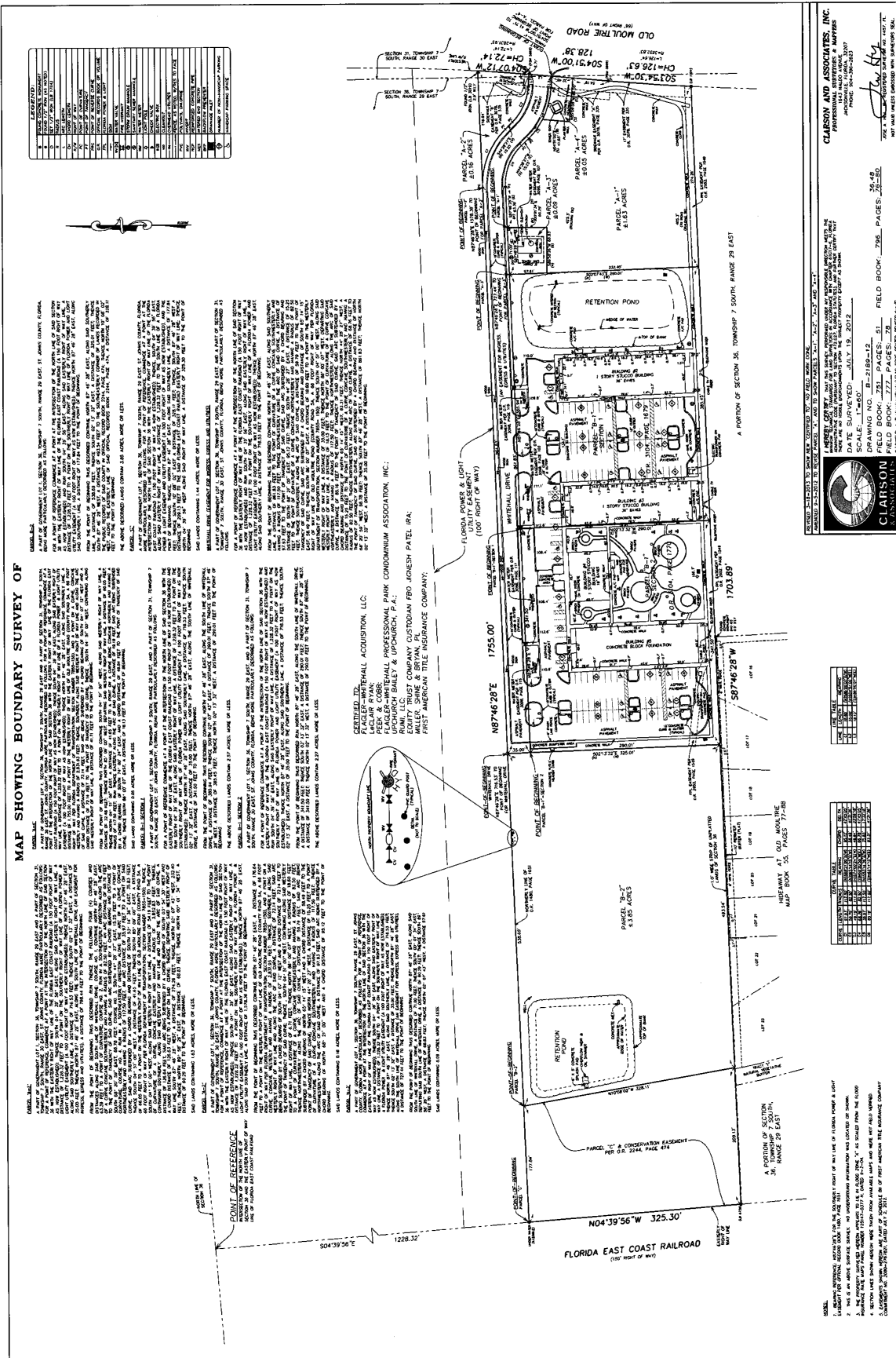
STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 17th day of May, 2013, by ANNA NG, as the President of Flagler-Whitehall Professional Park Condominium Association, Inc., a Florida corporation, on behalf of the Association. She (☒) is personally known to me or (☐) has produced a Florida driver's license as identification.

Donna M. Bailey
Notary Public
Donna M Bailey
(Name of notary, typed/printed/stamped)
My commission expires: _____
My commission number: _____

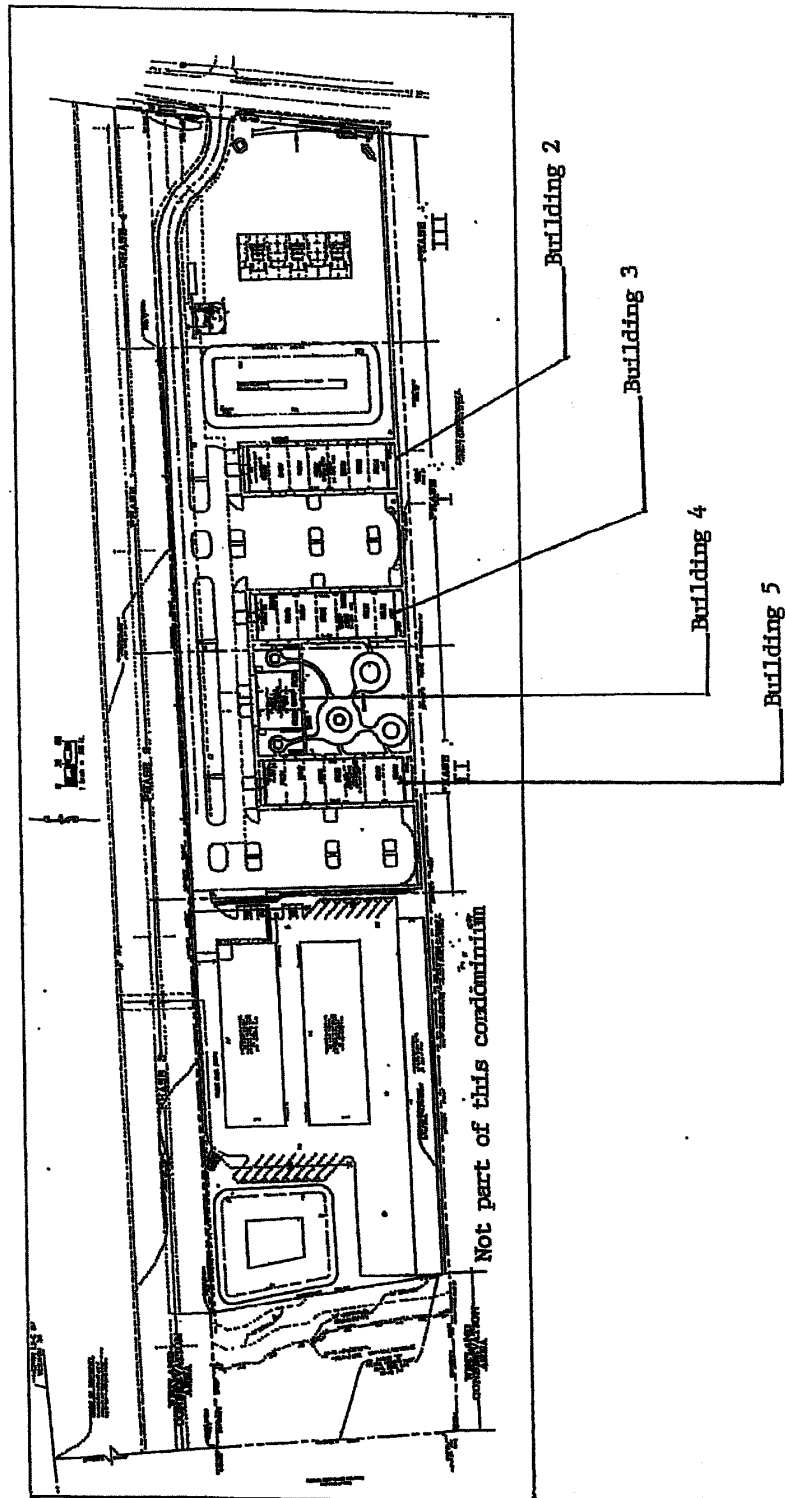


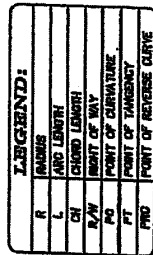
EXHIBIT A

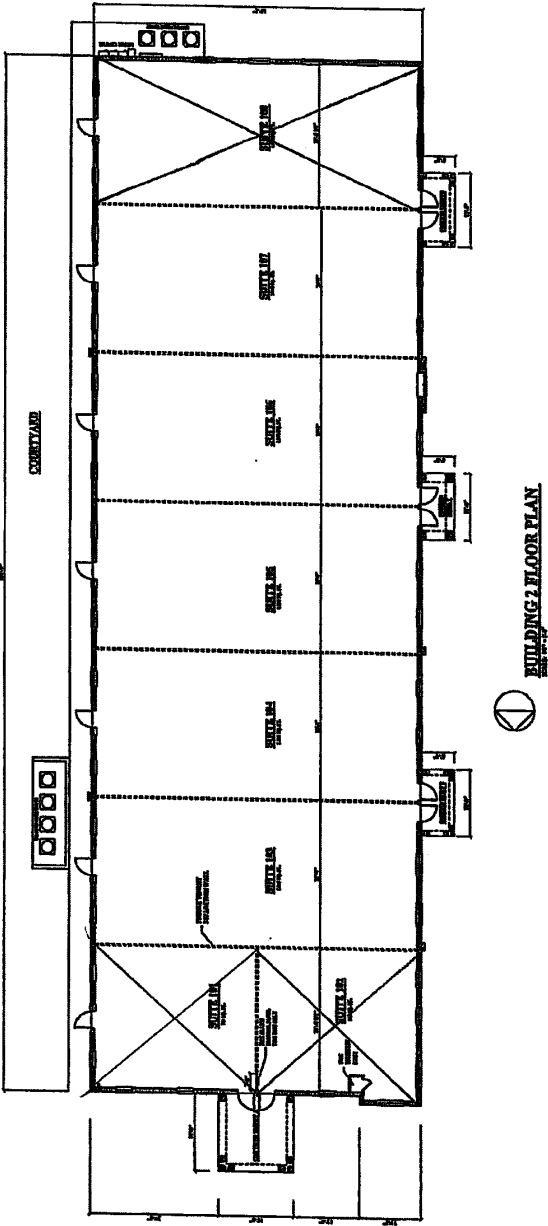


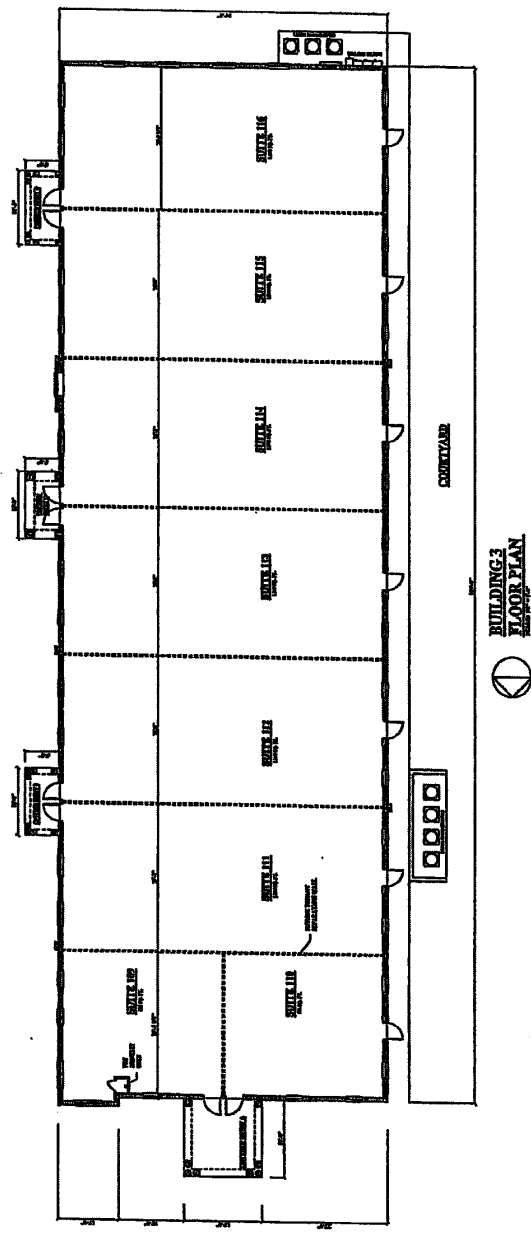
FLAGLER-WHITEHALL PROFESSIONAL PARK, a condominium

SITE PLAN









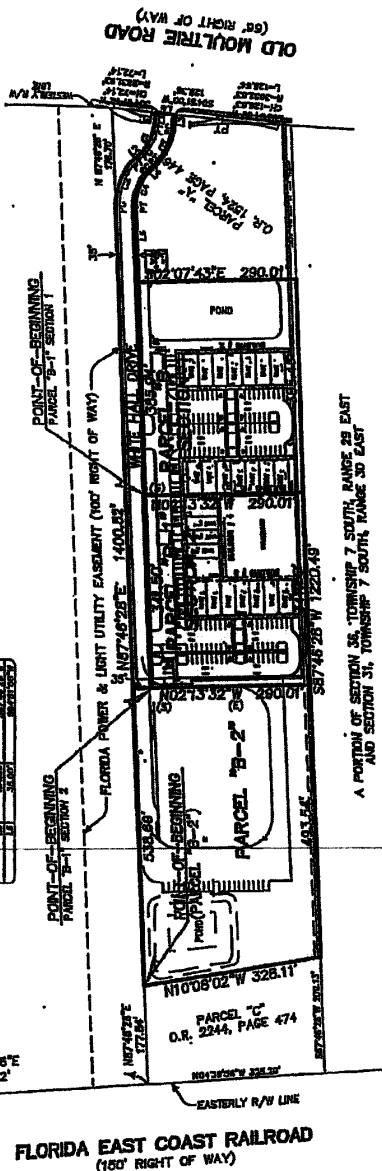
MAP SHOWING SPECIFIC PURPOSE SURVEY OF
PARCEL "B-1" AND "B-2" FOR FLAGLER
WHITEHALL OFFICE AND STORAGE, LLC, ST.
JOHNS COUNTY, FLORIDA

NORTH LINE OF SECTION 30

POINT OF REFERENCE,
(ALL PARCELS)
INTERSECTION OF THE NORTH LINE OF SECTION 30 AND THE EASTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD

LINE TABLE		
LINE	LENGTH	BEARINGS
1	16.43	S89°00'07"E
2	15.32	S45°52'57"E
3	15.31	S89°00'07"E
4	15.31	S45°52'57"E
5	16.43	S89°00'07"E
6	15.32	S45°52'57"E
7	15.31	S89°00'07"E
8	15.31	S45°52'57"E
9	16.43	S89°00'07"E

CLINE TABLE						
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	
01	51.71	51.50	88.514567	50.48	0.48	0.000000
02	67.31	112.56	88.514567	50.52	0.52	0.000000
03	85.15	174.56	88.514567	50.55	0.55	0.000000
04	105.71	251.56	88.514567	50.57	0.57	0.000000



A PORTION OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST
AND SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST

LEGEND:	
R	RADIUS
L	ARC LENGTH
CH	CHORD LENGTH
R/W	RIGHT OF WAY
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
SSC	POINT OF BEGINNING CURVE

REVISU 7-27-2007 TO AMEND PARCELS TO EXCLUDE "WHITE HALL DRIVE".
REVISU 6-6-2007 TO AMEND PARCEL "B-1" SECTION 1 TO INCLUDE ACCESS ROAD..
REVISU 5-23-2007 TO SHOW BLOCK "B-1" SECTIONS 1 AND 2

HEREBY CERTIFY THAT THIS SURVEY, PERFORMED IN ACCORDANCE WITH THE MEASUREMENT ACT AND THE FLORIDA MECHANICAL STANDARDS FOR LAND SURVEYS, IS A TRUE AND CORRECT REPRESENTATION OF THE FIELD DATA COLLECTED BY ME AND MY ASSISTANTS ON FEBRUARY 2, 2007.

I AM AN ACTIVE MEMBER OF THE PROFESSIONAL SURVEYORS' BOARD OF REGULATION, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 473.227, FLORIDA STATUTES).

DATED: FEBRUARY 2, 2007

HICKEYSON & ASSOCIATES, INC.
STATE PROFESSIONAL SURVEYORS & MAPPERS
1980 W. UNIVERSITY AVENUE, SUITE 200
TALLAHASSEE, FLORIDA 32310
TEL: 904.241.1111 FAX: 904.241.1112
WWW.HICKEYSON.COM

SCALE: 1"=200'

2010-04-01 100% THE ROAD TO SPECIFIC PURPOSES 10/17/10

REGISTERED SURVEYOR NO. 4457, FLORIDA

REGISTERED SURVEYOR NO. 4457, FLORIDA

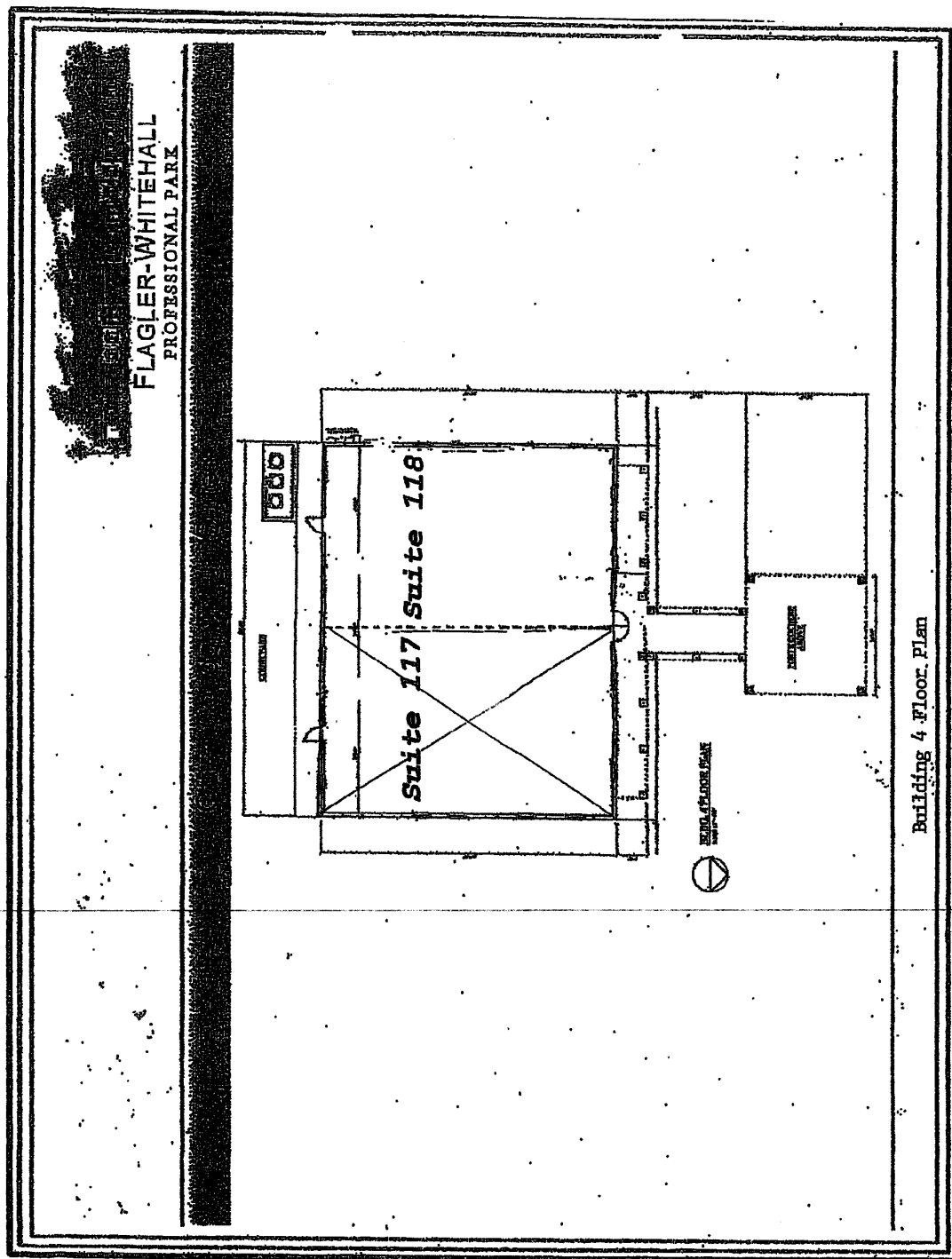
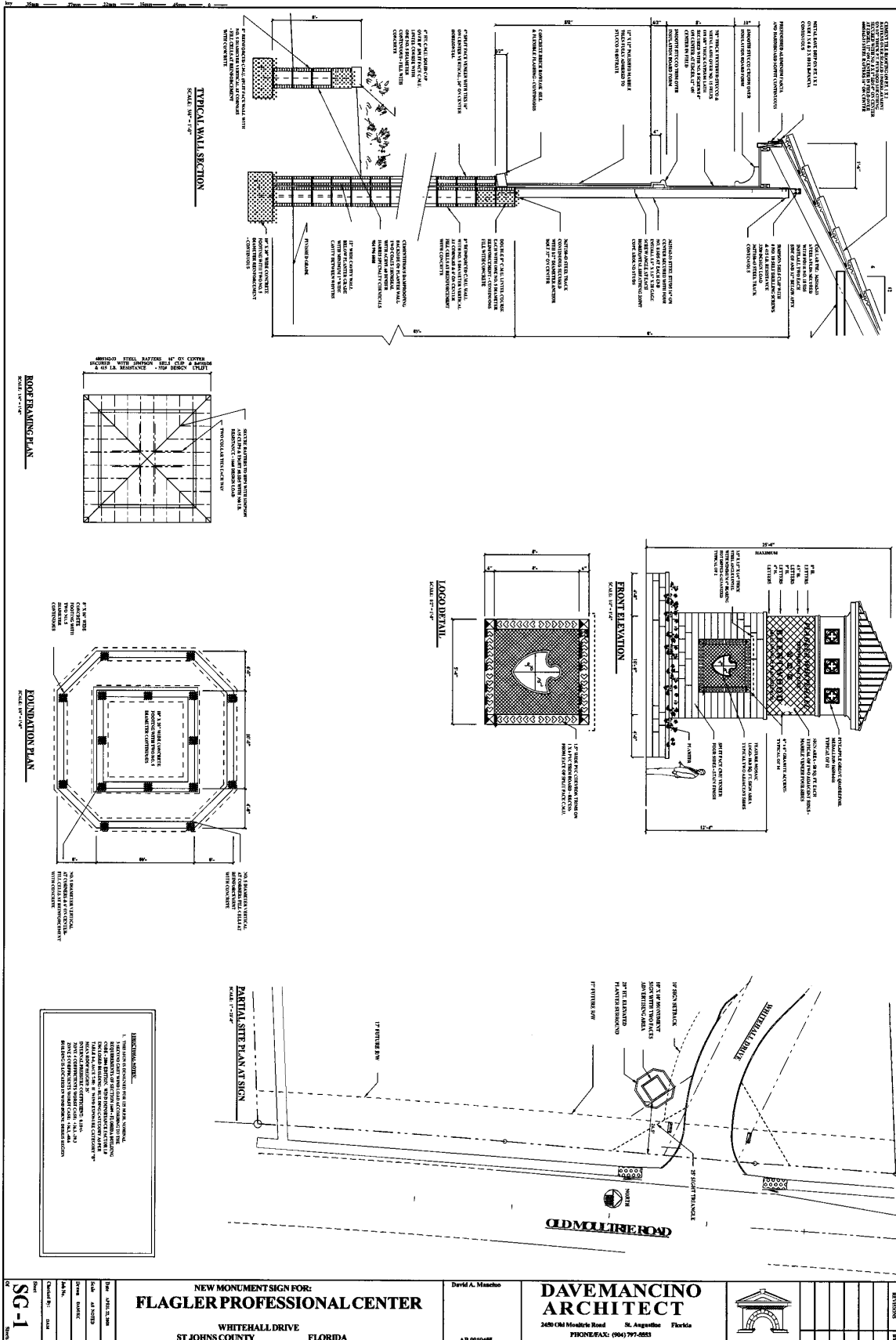


EXHIBIT B



SG-1 Sheet	NEW MONUMENT SIGN FOR: FLAGLER PROFESSIONAL CENTER WHITEHALL DRIVE ST. JOHNS COUNTY FLORIDA	David A. Mancino AR 0010406	DAVEMANCINO ARCHITECT 2450 Old Moultrie Road St. Augustine, Florida PHONE/FAX: (904) 797-6853	
	DATE: 01/11/2018			
	BY: [Signature]			
	CHECKED BY: [Signature]			

Prepared by and return to:

Katherine G. Jones, Esquire
Upchurch Bailey and Upchurch
PO Drawer 3007
St. Augustine, Florida 32085-3007

SECOND AMENDMENT
TO DECLARATION OF CONDOMINIUM
FOR
FLAGLER-WHITEHALL PROFESSIONAL PARK, A CONDOMINIUM

THIS SECOND AMENDMENT to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium ("Second Amendment"), is effective the 20th day of February, 2014, by Flagler-Whitehall Acquisition, LLC, a Virginia limited liability company ("F-W Acquisition"), the Successor Developer of Flagler-Whitehall Professional Park, a condominium ("the Condominium"), whose address for the purpose of this documentation is 501 Riverside Avenue, Suite 601, Jacksonville, Florida 32202, Attention: Eugene G. Peek III, Esquire; and Flagler-Whitehall Professional Park Condominium Association, Inc., a Florida corporation ("Association"), whose address for the purpose of this documentation is PO Drawer 3007, St. Augustine, Florida 32085-3007, Attention: Katherine G. Jones, Esquire.

PRELIMINARY STATEMENT

A. F-W Acquisition is the owner and holder of all the Condominium Units in the Condominium, with the exception of Unit 101, Unit 102, Unit 108 and Unit 117 as shown on **Exhibit A** attached hereto and incorporated herein by this reference.

B. F-W Acquisition also holds and owns an Assignment of the Developer Rights from Flagler-Whitehall Office and Storage, LLC, the original Developer of the Condominium as defined in the Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, recorded

in Official Records 3618, Page 105, of the public records of St. Johns County, Florida (“the Declaration of Condominium”). The Assignment of Developer Rights is recorded in Official Records 3618, page 105, of the public records of St. Johns County, Florida.

C. F-W Acquisition was the owner and holder of the real property described as Parcel A-2, Parcel A-3, Parcel A-4, and Whitehall Drive as shown on Exhibit A attached hereto and incorporated herein by this reference (“the Additional Property”). On June 11, 2013, F-W Acquisition conveyed all of its right, title and interest in and unto the Additional Property to the Association by that certain Quit Claim Deed recorded in Official Records Book 3749, Page 842 of the public records of St. Johns County, Florida, as thereafter corrected in that certain Corrective Quit Claim Deed recorded in Official Records Book 3838, Page 538 of the public records of St. Johns County, Florida.

D. The Association is the entity responsible for the maintenance, operation and ownership of the Condominium in accordance with the Declaration of Condominium as supplemented, modified and amended thereafter by the First Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium (“the First Amendment”) recorded in Official Records Book 3104, Page 1770, Public Records of St. Johns County, Florida.

E. Flagler Acquisition and the Association desire to supplement, modify and amend the Declaration of Condominium and the First Amendment to submit the Additional Lands to the condominium form of ownership and make them subject to the terms of the Declaration of Condominium and the First Amendment, and to correct an ambiguity in the depiction of Building 4 of the Condominium contained in the First Amendment.

F. F-W Acquisition is the owner and holder of more than seventy-five percent (75%) of the Units in the Condominium as of the date hereof and has approved the acquisition of the Additional Lands by the Association as required by Section 718.111(7), Florida Statutes (2013) and Section 20.3 of the Declaration of Condominium.

NOW, THEREFORE, F-W Acquisition and the Association hereby supplement, modify and amend the Declaration of Condominium, as amended by the First Amendment, as follows:

1. The Additional Property, more particularly described as Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive, as further designated and described on **Exhibit A** attached hereto and incorporated herein by this reference, is hereby submitted to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as part of Flagler-Whitehall Professional Park, a Condominium, and is hereby made subject to the Declaration of Condominium, as supplemented, modified and amended by the First Amendment and this Second Amendment. In accordance with Sections 718.110(4) and 718.111(7), Florida Statutes (2013), the foregoing acquisition of real property from F-W Acquisition by the Association shall not in any manner be deemed to constitute a material alteration or modification of the appurtenances to the Units in the Condominium.

2. The First Amendment contains an ambiguity with reference to Unit 117 and Unit 118 in Building 4. The Building 4 Floor Plan attached as Exhibit C to the First Amendment (see Official Records 3104, page 1176) correctly depicts Building 4 as a 4,500 sq.ft. building containing two 2,250 square foot units, Unit 117 and Unit 118. However, the survey and site plan attached as Exhibit B to the First Amendment (see Official Records 3104, page 1174) incorrectly depicts Building 4 as containing three units, Unit 117, Unit 118, and Unit 119. The correct Building 4 Floor Plan with Unit 117 and Unit 118 accurately depicted thereon is attached hereto as **Exhibit B** and incorporated herein by this reference.

3. The certificate of Jose A. Hill, Jr. is attached hereto as **Exhibit C** and incorporated herein by this reference in accordance with Section 718.404(b)(d) and Section 718.104(4)(e), Florida Statutes.

4. This Second Amendment is evidenced by the Certificate of Amendment attached hereto as **Exhibit D** pursuant to Section 718.110(2), Florida Statutes (2013).

5. Except as otherwise supplemented, modified and amended herein by this Second Amendment, the Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, as amended by the First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, Flagler Acquisition and the Association have executed this Second Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, effective the date and year first above written.

Signed, sealed and delivered in the presence of:

"F-W ACQUISITION"

FLAGLER-WHITEHALL ACQUISITION, LLC, a Virginia limited liability company

Witness: Christy Goodman
(print name)

By: Jeffrey J. Begin
Jeffrey J. Begin, Manager

Witness: Tammy A. Mastland
(print name)



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

THE FOREGOING instrument was acknowledged before me this 25 day of February, 2014, by Jeffrey J. Begin, the Manager of Flagler-Whitehall Acquisition, LLC, a Virginia limited liability company, on behalf of the Company. He () is personally known to me or (☒) has produced a driver's license as identification.

Dawn C. Archer
Notary Public

Signed, sealed and delivered in the
Presence of:

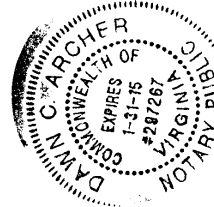
"ASSOCIATION"

FLAGLER-WHITEHALL PROFESSIONAL
PARK CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation

Christy Goodner
Witness: Christy Goodner
(print name)

By: Jeffrey J. Begin
Jeffrey J. Begin, President

Danny A. Maitland
Witness: Danny A. Maitland
(print name)



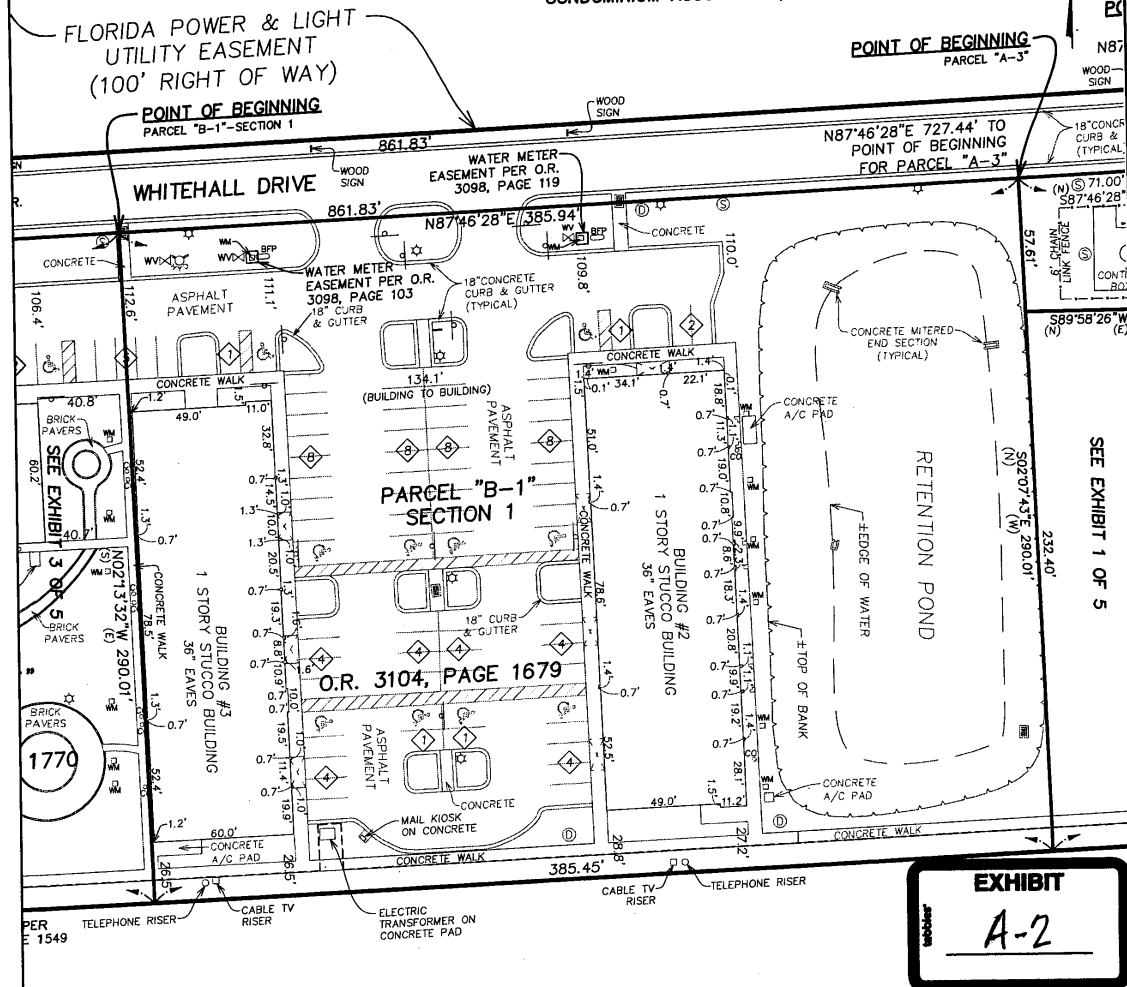
COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

THE FOREGOING instrument was acknowledged before me this 25 day of February, 2014, by Jeffrey J. Begin, the President of Flagler-Whitehall Professional Park Condominium Association, Inc., a Florida Corporation, on behalf of the Corporation. He () is personally known to me or (☒) has produced a driver's license driver's license as identification.

Dawn C. Archer
Notary Public

**MAP SHOWING BOUNDARY SURVEY EXHIBIT 2 OF 5 FOR
FLAGLER-WHITEHALL PROFESSIONAL PARK,
A CONDOMINIUM**

CERTIFIED TO:
FLAGLER-WHITEHALL ACQUISITION, LLC;
FLAGLER-WHITEHALL PROFESSIONAL PARK
CONDOMINIUM ASSOCIATION, INC.



NOTES:

1. THIS EXHIBIT IS NOT A COMPLETE SURVEY. THE SURVEY LOCATION WAS GATHERED ON JULY 19, 2012.
2. SEE CLARSON & ASSOCIATES DRAWING NO. B-2189 FOR FULL SIZE BOUNDARY SURVEY AND FOR ADDITIONAL INFORMATION.

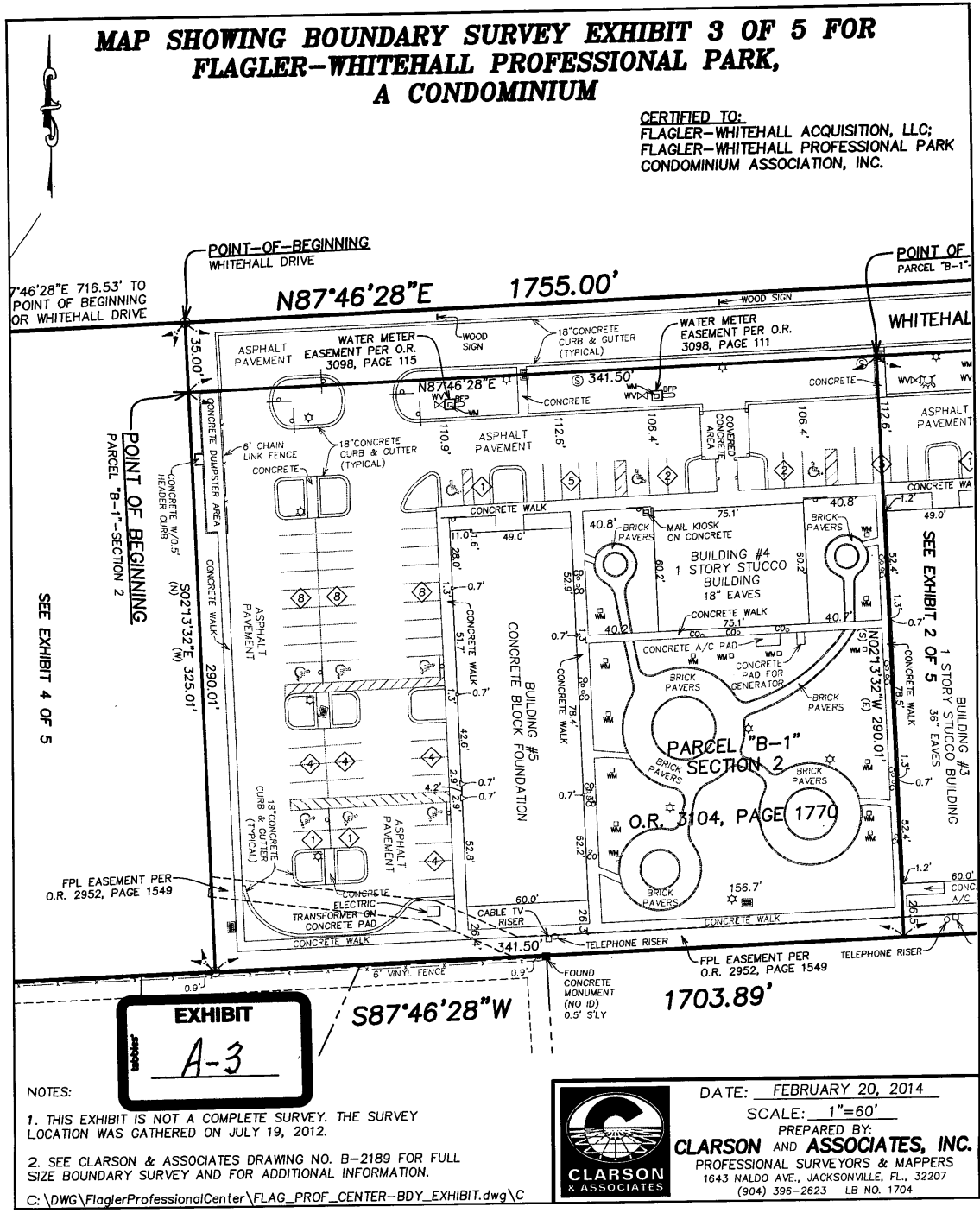
C:\DWG\FlaglerProfessionalCenter\FLAG_PROF_CENTER-BDY_EXHIBIT.dwg\C



DATE: FEBRUARY 20, 2014

SCALE: 1"=60'

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
1643 NALDO AVE., JACKSONVILLE, FL., 32207
(904) 396-2623 LB NO. 1704



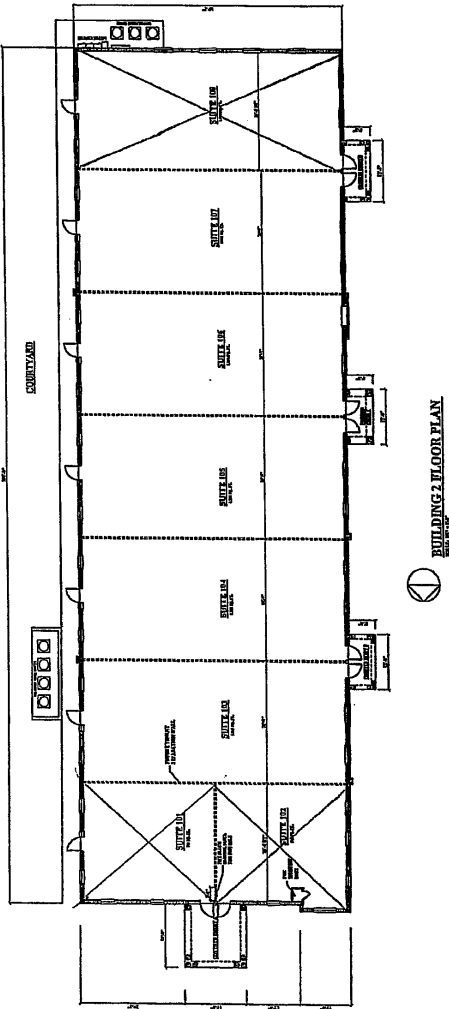


EXHIBIT
A-4

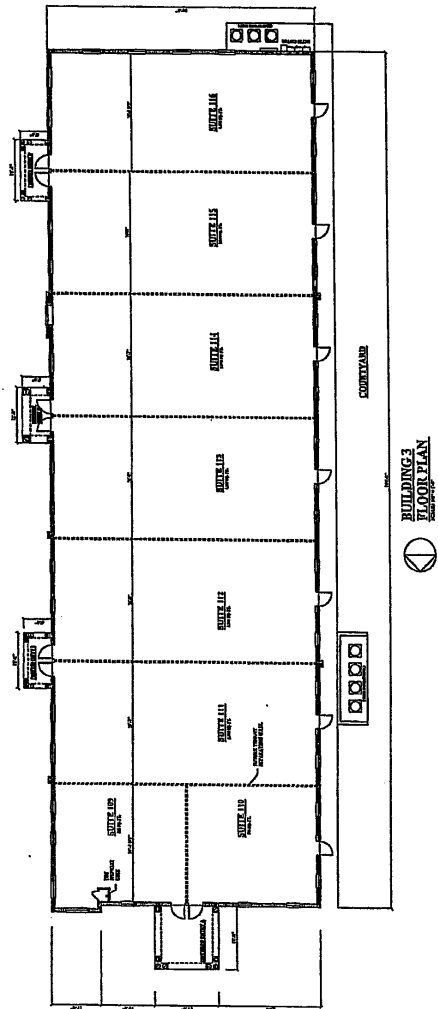
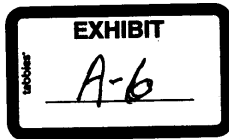
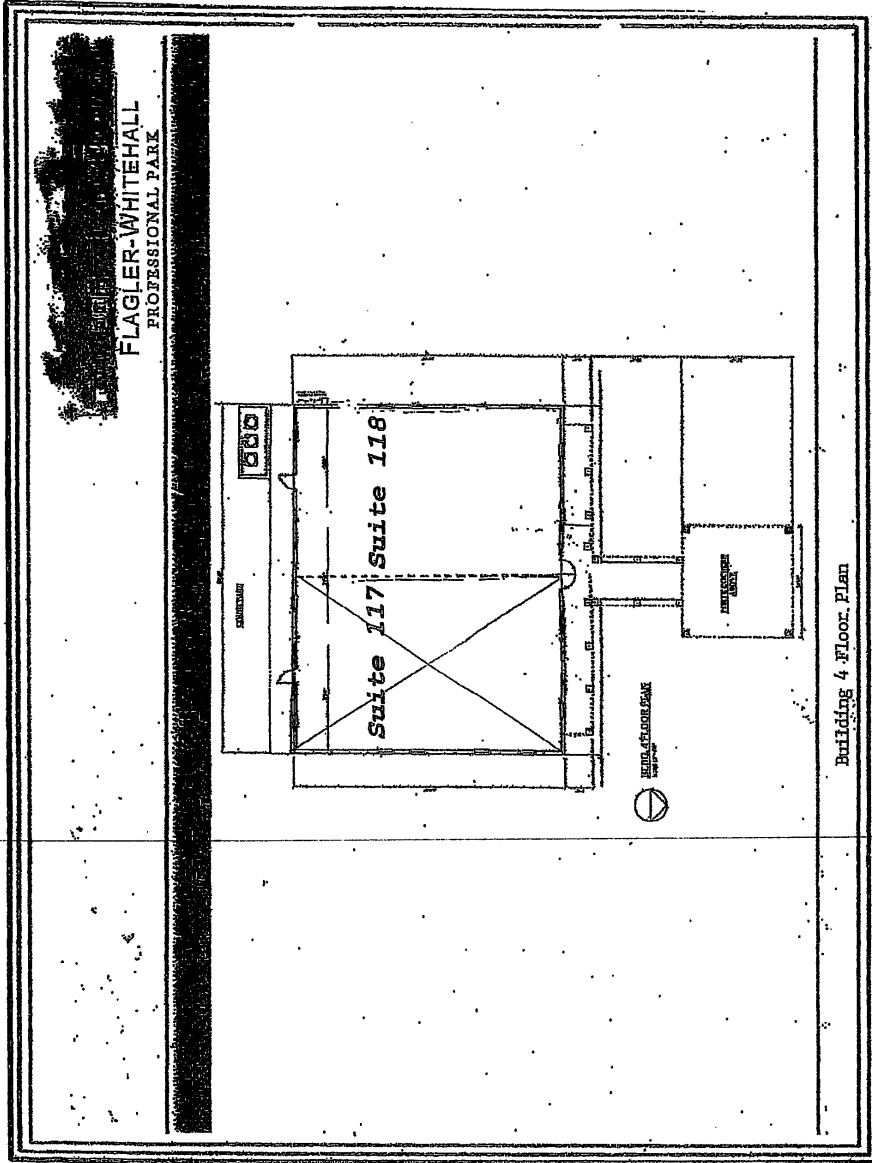
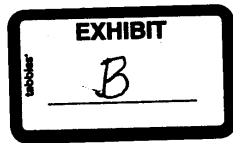
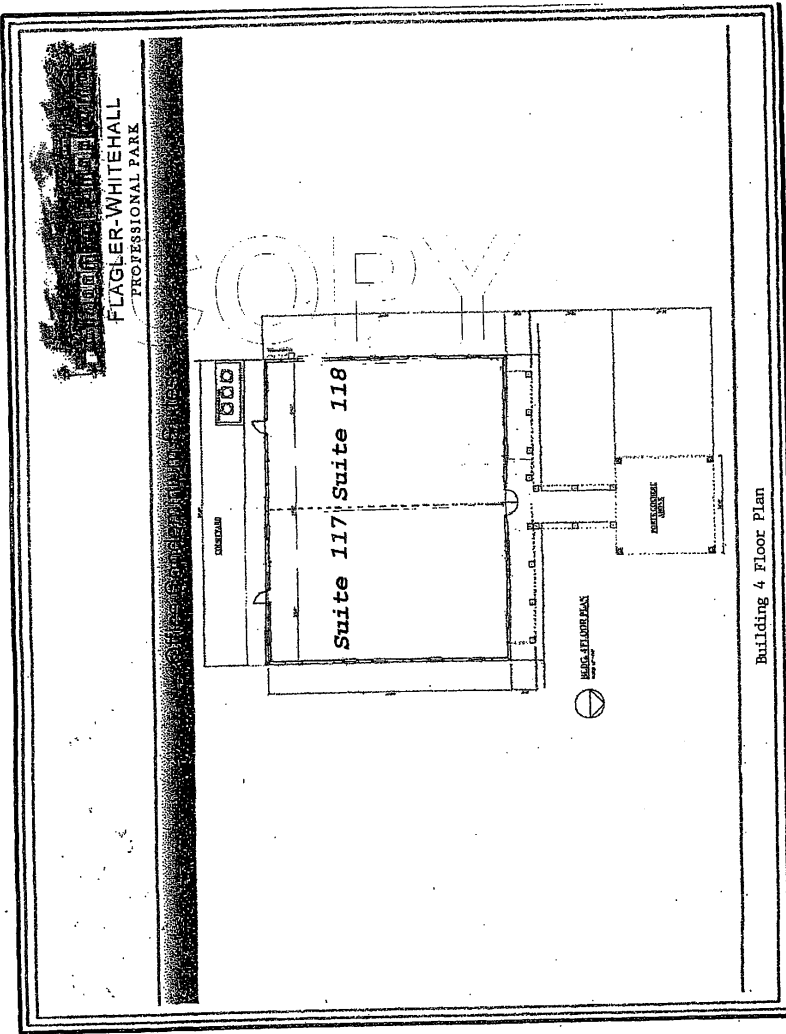


EXHIBIT
A-5





**SURVEYOR'S CERTIFICATE
FLAGLER-WHITEHALL PROFESSIONAL PARK, A CONDOMINIUM**

**STATE OF FLORIDA
COUNTY OF DUVAL**

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared **Jose A. Hill, Jr., P.S.M.**, by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn, deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.

2. I hereby certify that construction of Building 2, Building 3 and Building 4, Whitehall Drive, Monument Sign, Lift Station and other Common Elements contained within Parcel A-2, Parcel A-3, Parcel A-4, and Whitehall Drive, all within the Flagler-Whitehall Professional Park, a Condominium, are substantially complete so that the survey and site plan, together with the provisions of the Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, as supplemented, modified and amended by the First Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, and the Second Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, describing the Condominium this date, is an accurate representation of the location and dimensions of the Condominium and that the identification, location and dimensions of the Phase I and Phase II Buildings and Units, together with the Common Elements, in Flagler-Whitehall Professional Park, a Condominium, can be determined from these materials herein.

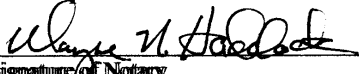
3. I further certify that all planned Phase I and Phase II Condominium improvements, including but not limited to, landscaping, utility services and access to the Units in the Condominium and Common Elements facilities serving the Units in the Condominium have been substantially completed as of this date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 27th day of February, 2014.



Jose A. Hill, Jr., P.S.M.
Florida Certification No. 4487

SWORN TO AND SUBSCRIBED before me this 27th day of February, 2014, by Jose A. Hill, Jr., who is personally known to me or who has produced a Florida driver's license as identification.



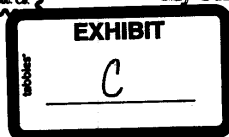
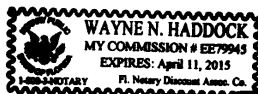
Signature of Notary

WAYNE N. HADDOCK

Name of Notary Typed/Printed/Stamped

Commission Number EE79945

My Commission Expires APRIL 11, 2015



Prepared by and return to:
 Katherine G. Jones, Esquire
 Upchurch Bailey and Upchurch
 PO Drawer 3007
 St. Augustine, Florida 32085-3007

CERTIFICATE OF AMENDMENT

I HEREBY CERTIFY that the Second Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium (the "Second Amendment"), attached hereto and incorporated herein by this reference, was duly adopted and placed in full force and effect on February 20, 2014 by virtue of that certain Consent Action from all of the Members and Directors of Flagler-Whitehall Professional Park Condominium Association, Inc., a Florida corporation not-for-profit (the "Association"), as evidenced by that certain "Consent to Action Taken" attached hereto and incorporated herein by this reference.

I FURTHER CERTIFY that the Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium (the "Declaration"), was recorded on July 15, 2008, in Official Records 3104, Page 1679, and thereafter supplemented, modified and amended by a First Amendment to the Declaration recorded in Official Records 3104, Page 1770, all of the public records of St. Johns County, Florida.

I FURTHER CERTIFY that the Second Amendment has been approved by the unanimous vote of all the Members and Directors of the Association; that the President of the Association is hereby authorized to execute this Certificate of Amendment and the Second Amendment; that the Secretary of the Association is hereby authorized to certify the foregoing; and that the provisions thereof are in conformity with the Articles of Incorporation and Bylaws of the Association.

I FURTHER CERTIFY that Jeffrey J. Begin and Diane L. Dupree are the duly elected President and Secretary, respectively, of the Association and have been duly appointed and are presently serving in those capacities in accordance with the Bylaws of the Association.

THIS CERTIFICATE OF AMENDMENT has been executed by the President and Secretary of the Association as of February 20, 2014.

FLAGLER-WHITEHALL PROFESSIONAL
 PARK CONDOMINIUM ASSOCIATION, INC., a
 Florida corporation

By: 
 Jeffrey J. Begin, President

By: 
 Diane L. Dupree, Secretary



**CONSENT TO ACTION TAKEN
BY
FLAGLER-WHITEHALL PROFESSIONAL PARK
CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Sections 718.1112(2)(d)4 and 617.0701(4), Florida Statutes (2013), all of the Members and Directors of Flagler-Whitehall Professional Park Condominium Association, Inc. (the "Association") execute this document to evidence their unanimous consent to the adoption of the Second Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium (the "Second Amendment"), and the acquisition of Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive by the Association as described in the Second Amendment. Such foregoing Consent Action was taken on February 20, 2014 without an Association and/or Directors meeting, the requirement of a meeting and notice thereof having been waived by all of the Association Members and Directors as evidenced herein.

" MEMBERS "

FLAGLER-WHITEHALL ACQUISITION,
LLC, a Virginia limited liability company

By: *Jeffrey J. Begin*
Jeffrey J. Begin, Manager
As Owner of all Units other than Unit 101,
Unit 102, Unit 108 and Unit 117

C.L. NICHOLS, LLC, a Florida limited
liability company

By: *Carol L. Nichols*
Carol L. Nichols, Manager
As Owner of Unit 101

GLORIA MOORE

By: *Gloria Moore*
Gloria Moore
As Owner of Unit 102

RED J PROPERTIES, LLC, a Florida
limited liability company

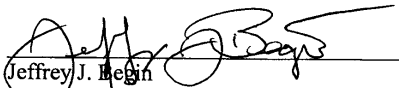
By: *Diane L. Dupree*
Diane L. Dupree, Manager
As Owner of Unit 108

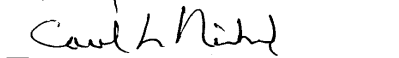
NG ST. AUGUSTINE, LLC, a Florida
limited liability company

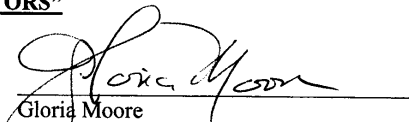
By: *Ana Maria NG*
Ana Maria NG, Manager
As Owner of Unit 117




"DIRECTORS"

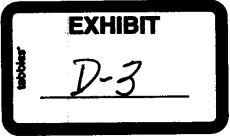

Jeffrey J. Begin


Carol L. Nichols


Gloria Moore


Diane L. Dupree


Ana Maria NG



Prepared by and return to:

Katherine G. Jones, Esquire
Upchurch Bailey and Upchurch
PO Drawer 3007
St. Augustine, Florida 32085-3007

**ADDENDUM TO
SECOND AMENDMENT
TO DECLARATION OF CONDOMINIUM
FOR**

FLAGLER-WHITEHALL PROFESSIONAL PARK, A CONDOMINIUM

THIS ADDENDUM TO SECOND AMENDMENT to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium ("Addendum - Second Amendment"), is effective the 20th day of February, 2014, by Flagler-Whitehall Acquisition, LLC, a Virginia limited liability company ("F-W Acquisition"), the Successor Developer of Flagler-Whitehall Professional Park, a Condominium ("the Condominium"), whose address for the purpose of this documentation is 501 Riverside Avenue, Suite 601, Jacksonville, Florida 32202, Attention: Eugene G. Peek III, Esquire; and Flagler-Whitehall Professional Park Condominium Association, Inc., a Florida corporation ("Association"), whose address for the purpose of this documentation is PO Drawer 3007, St. Augustine, Florida 32085-3007, Attention: Katherine G. Jones, Esquire.

PRELIMINARY STATEMENT

A. F-W Acquisition and the Association executed that certain Second Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium ("Second Amendment"), with an effective date of February 20, 2014 and recorded the Second Amendment in Official Records Book 3850, Page 1802 of the public records of St. Johns County, Florida.

B. In the Second Amendment on Exhibit A attached thereto, Flagler-Whitehall and the Association designated and described therein certain "Additional Property" identified collectively as Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive; however, inadvertently the legal descriptions for Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive were not included within Exhibit A and should have been a part thereof.

C. In the Second Amendment in Paragraph B thereof, the recording information for the Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, should read "Official Records Book 3104, Page 1679" of the public records of St. Johns County, Florida.

NOW, THEREFORE, F-W Acquisition and the Association hereby supplement, modify and amend the Second Amendment with this Addendum to Second Amendment as follows:

1. In the Second Amendment on Exhibit A attached thereto, the "Additional Property," more particularly described as Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive, were further designated and described therein on the respective Exhibit A-1 through Exhibit A-6; however, inadvertently the legal descriptions for Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive were not included within Exhibit A and should have been a part thereof. In this Addendum – Second Amendment, the "Additional Property" is further designated and described on the continuing Exhibit A, attached hereto and incorporated herein by this reference, as supplemented, modified and amended to add the legal descriptions for Parcel A-2, Parcel A-3, Parcel A-4 and Whitehall Drive (respectively Exhibit A-7, Exhibit A-8, Exhibit A-9 and Exhibit A-10) as part of the Second Amendment to be governed by the provisions, conditions and terms thereof.

2. In the Second Amendment in the Preliminary Statement, Paragraph B thereof is herewith stricken and replaced in its entirety by the following:

"B. F-W Acquisition also holds and owns an Assignment of the Developer Rights from Flagler-Whitehall Office and Storage, LLC, the original Developer

of the Condominium as defined in the Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, recorded in Official Records 3104, Page 1679, of the public records of St. Johns County, Florida ("the Declaration of Condominium"). The Assignment of Developer Rights is recorded in Official Records 3618, page 105, of the public records of St. Johns County, Florida."

3. Except as otherwise supplemented, modified and amended by this Addendum to Second Amendment, the Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, as amended by the First Amendment and Second Amendment thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, Flagler Acquisition and the Association have executed this Addendum to Second Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium, effective the date and year first above written.

Signed, sealed and delivered in the presence of:

"F-W ACQUISITION"

FLAGLER-WHITEHALL ACQUISITION, LLC, a Virginia limited liability company

AS Bowley
Witness: ANNE S BOWLEY
(print name)

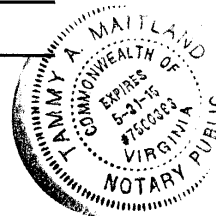
By: Jeffrey J. Begin
Jeffrey J. Begin, Manager

Christy Goodman
Witness: Christy Goodman
(print name)

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

THE FOREGOING instrument was acknowledged before me this 10 day of March, 2014, by Jeffrey J. Begin, the Manager of Flagler-Whitehall Acquisition, LLC, a Virginia limited liability company, on behalf of the Company. He (☒) is personally known to me or (☐) has produced a _____ driver's license as identification.

Tammy A. Maitland
Notary Public



Signed, sealed and delivered in the
Presence of:

"ASSOCIATION"

FLAGLER-WHITEHALL PROFESSIONAL
PARK CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation

AS Bouley
Witness: ANNE S BOULEY
(print name)

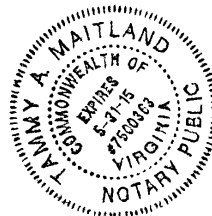
By: Jeffrey J. Begin
Jeffrey J. Begin, President

Ch
Witness: Christy Gooden
(print name)

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

THE FOREGOING instrument was acknowledged before me this 10 day of March, 2014,
by Jeffrey J. Begin, the President of Flagler-Whitehall Professional Park Condominium Association,
Inc., a Florida Corporation, on behalf of the Corporation. He (✓) is personally known to me or ()
has produced a _____ driver's license as identification.

[Signature]
Notary Public





CLARSON & ASSOCIATES, INC.
Professional Surveyors and Mappers
1643 Naldo Avenue
Jacksonville, FL 32207

Ph: (904) 396-2623

Fax: (904) 396-2633

AUGUST 30, 2012

PARCEL "A- 2", FLAGLER WHITEHALL PROJECT

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH $04^{\circ} 39' 56''$ EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A FLORIDA POWER & LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH $87^{\circ} 46' 28''$ EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1,578.36 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH $87^{\circ} 46' 28''$ EAST, A DISTANCE OF 176.64 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD MOULTRIE ROAD (COUNTY ROAD 5A, A 66 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NUMBER 7855-150), AND A POINT ON A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 2,831.93 FEET; THENCE, SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $04^{\circ} 07' 12''$ WEST AND A CHORD DISTANCE OF 72.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE, SOUTH $04^{\circ} 51' 00''$ WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 6.71 FEET; THENCE NORTH $86^{\circ} 00' 07''$ WEST, A DISTANCE OF 18.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 82.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $65^{\circ} 14' 15''$ WEST AND A CHORD DISTANCE OF 58.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $44^{\circ} 28' 27''$ WEST, A DISTANCE OF 15.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 117.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $68^{\circ} 21' 00''$ WEST AND A CHORD DISTANCE OF 95.12 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.16 ACRES, MORE OR LESS.





CLARSON & ASSOCIATES, INC.
Professional Surveyors and Mappers
1643 Naldo Avenue
Jacksonville, FL 32207

Ph: (904) 396-2623
 Fax: (904) 396-2633

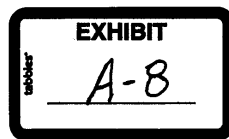
SEPTEMBER 05, 2012

PARCEL "A-3", FLAGLER WHITEHALL PROJECT

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 04° 39' 56" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A FLORIDA POWER & LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 87° 46' 28" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 716.53 FEET; THENCE SOUTH 02° 13' 32" EAST, A DISTANCE OF 35.00 FEET; THENCE NORTH 87° 46' 28" EAST, ALONG THE SOUTH LINE OF WHITEHALL DRIVE (AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES), A DISTANCE OF 727.44 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 87° 46' 28" EAST, ALONG SAID SOUTH LINE OF WHITEHALL DRIVE, A DISTANCE OF 71.00 FEET; THENCE SOUTH 00° 01' 34" EAST, DEPARTING SAID SOUTH LINE OF WHITEHALL DRIVE, A DISTANCE OF 60.29 FEET; THENCE SOUTH 89° 58' 26" WEST, A DISTANCE OF 68.83 FEET; THENCE NORTH 02° 07' 43" WEST, A DISTANCE 57.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.09 ACRES, MORE OR LESS.





CLARSON & ASSOCIATES, INC.
Professional Surveyors and Mappers
1643 Naldo Avenue
Jacksonville, FL 32207

Ph: (904) 396-2623
 Fax: (904) 396-2633

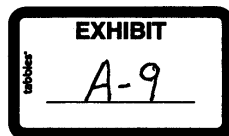
SEPTEMBER 05, 2012

PARCEL "A- 4", FLAGLER WHITEHALL PROJECT

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH $04^{\circ} 39' 56''$ EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A FLORIDA POWER & LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH $87^{\circ} 46' 28''$ EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1,755.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD MOULTRIE ROAD (COUNTY ROAD 5A, A 66 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NUMBER 7855-150), AND A POINT ON A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 2,831.93 FEET; THENCE, SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $04^{\circ} 07' 12''$ WEST AND A CHORD DISTANCE OF 72.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE, SOUTH $04^{\circ} 51' 00''$ WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 41.71 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH $04^{\circ} 51' 00''$ WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 32.48 FEET; THENCE NORTH $85^{\circ} 09' 00''$ WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 66.05 FEET; THENCE NORTH $04^{\circ} 51' 00''$ EAST, A DISTANCE OF 41.65 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 117.50 FEET; RUN THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 49.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $74^{\circ} 00' 24''$ EAST, AND A CHORD DISTANCE OF 48.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $86^{\circ} 00' 07''$ EAST, A DISTANCE OF 18.13 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.





CLARSON & ASSOCIATES, INC.
Professional Surveyors and Mappers
1643 Naldo Avenue
Jacksonville, FL 32207

Ph: (904) 396-2623
Fax: (904) 396-2633

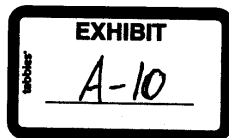
AUGUST 30, 2012

WHITEHALL DRIVE

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND RUN SOUTH $04^{\circ} 39' 56''$ EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A FLORIDA POWER AND LIGHT UTILITY EASEMENT (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH $87^{\circ} 46' 28''$ EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 716.53 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH $87^{\circ} 46' 28''$ EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 861.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 117.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $68^{\circ} 21' 00''$ EAST, 95.12 FEET; THENCE SOUTH $44^{\circ} 28' 27''$ EAST, A DISTANCE OF 15.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 82.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $65^{\circ} 14' 15''$ EAST, 58.49 FEET; THENCE SOUTH $86^{\circ} 00' 07''$ EAST, A DISTANCE OF 18.60 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD MOULTRIE ROAD (COUNTY ROAD 5A, A 66 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NUMBER 7855- 150); THENCE SOUTH $04^{\circ} 51' 00''$ WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 35.00 FEET; THENCE NORTH $86^{\circ} 00' 07''$ WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 18.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 117.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 85.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $65^{\circ} 14' 15''$ WEST, 83.31 FEET; THENCE NORTH $44^{\circ} 28' 27''$ WEST, A DISTANCE OF 15.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 82.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $68^{\circ} 20' 59''$ WEST, 66.78 FEET; THENCE SOUTH $87^{\circ} 46' 28''$ WEST, A DISTANCE OF 861.83 FEET; THENCE NORTH $02^{\circ} 13' 32''$ WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.



This Instrument Prepared By
and Return To:
Eugene G. Peek III, Esquire
Peek & Cobb
501 Riverside Avenue – Ste 601
Jacksonville, Florida 32202

**ADDENDUM TO AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS ADDENDUM TO AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Addendum Declaration") is made and executed this 11th day of April, 2016, by FLAGLER-WHITEHALL ACQUISITION, LLC, a Virginia limited liability company whose address for the purpose of this documentation is 501 Riverside Avenue, Suite 601, Jacksonville, Florida 32202, c/o Eugene G. Peek III, Esquire ("Flagler Acquisition") and FLAGLER-WHITEHALL PROFESSIONAL PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, whose address for the purpose of this documentation is Post Office Drawer 3007, St. Augustine, Florida 32085-3007, c/o Katherine G. Jones, Esquire ("Association"), for itself and on behalf of all of the Condominium Units in FLAGLER-WHITEHALL PROFESSIONAL PARK, A CONDOMINIUM ("Condominium"), and their respective owners (collectively "Unit Owners").

PRELIMINARY STATEMENT

A. On or about July 15, 2008, that certain "Declaration of Easements, Covenants and Restrictions" ("Declaration") dated June 16, 2008 affecting the subject real property described therein, more commonly known as the "Flagler-Whitehall Professional Park", was recorded in the Public Records of St. Johns County, Florida, in Official Records Book 3104, Page 116.

B. On or about May 21, 2013, that certain "Amended and Restated Declaration of Easements, Covenants and Restrictions" ("Amended Declaration") dated May 17, 2013 affecting the subject real property described therein, more commonly known as the "Flagler-Whitehall Professional Park", was recorded in the Public Records of St. Johns County, Florida, in Official Records Book 3733, Page 758, supplementing, modifying, amending and restating the earlier Declaration described herein. The Amended

Declaration described herein is incorporated herein by this reference and made a part hereof.

C. The Unit Owners are the holders and owners of all of the Condominium Units in the Condominium described herein and the Association as owner of Parcel B-1 (Section 1 and Section 2 thereof) is authorized on behalf of the Unit Owners to execute this Addendum Declaration.

D. Collectively, Flagler Acquisition and the Association hold and own all of the real property in the "Flagler-Whitehall Professional Park" consisting of Parcel A-1, Parcel A-2, Parcel A-3, Parcel A-4, Parcel B-1 (Section 1 and Section 2 thereof), Parcel B-2, Parcel C (individually a "Parcel" and collectively the "Parcels"), and Whitehall Drive. The Parcels and Whitehall Drive are referred to as the "Land".

E. The Association is the entity responsible for the maintenance, operation and ownership of the Condominium, in accordance with the "Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium" ("Condominium Declaration"), recorded in the Public Records of St. Johns County, Florida, Official Records Book 3104, Page 1679, as supplemented, modified and amended thereafter in the "First Amendment to Declaration of Condominium for Flagler-Whitehall Professional Park, a Condominium" ("Amended Condominium Declaration"), recorded in the Public Records of St. Johns County, Florida, Official Records Book 3104, Page 1770.

F. Pursuant to the Amended Declaration – Section 18 (Amendment) and Section 19 (Voting By An Association) thereof, Flagler Acquisition and the Association, as collective holders and owners of the Parcels as described herein, desire to supplement, modify, amend and restate that certain portion of the Amended Declaration described hereinafter to further describe, clarify and define the term "facilities" to specifically include the sanitary water and sewer lift station, and such inclusion to the term "facilities" therein shall not in any way constitute any material modification and/or alteration of any Easements described in the Amended Declaration.

G. Flagler Acquisition (as the Declarant and developer under the Amended Declaration with all of the rights, title and interests granted to same thereunder), and the Association desire to supplement, modify, amend and restate that certain portion of the Amended Declaration to supplement, modify, amend and restate Section 1 (Creation of Easements) – Subsection c. (Utility Easements) thereof as follows hereinafter. Henceforth, all of the respective parties shall hereafter be governed by the Amended Declaration and this Addendum Declaration to same and the provisions, conditions and terms hereof.

NOW, THEREFORE, the respective parties hereto hereby declare that the Land shall be held, owned, sold and conveyed, subject to the Amended Declaration and this Addendum Declaration as supplemented, modified, amended and restated herein:

1. **ADDENDUM-CREATION OF EASEMENTS.** In the Amended Declaration, Section 1 (Creation of Easements) – Subsection c. (Utilities Easements) thereof shall be herewith stricken and replaced in its entirety by the following:

c. Utilities Easements. Flagler Acquisition and the Association hereby grant to the owners of Parcel A-1, Parcel A-2, Parcel A-3, Parcel A-4, Parcel B-1 (Section 1 and Section 2 thereof), Parcel B-2, Parcel C and Whitehall Drive, and reserve in and unto themselves and their successors and assigns a non-exclusive perpetual easement for the installation, construction, operation, maintenance, repair and usage of all facilities (specifically included in the definition of facilities herein is the water and sanitary sewer lift station ("Lift Station") situate in Parcel-3 which mutually benefits Parcel A-1, Parcel B-1 (Section 1 and Section 2 thereof), and Parcel B-2, with access to the Lift Station and usage thereof, for their respective water and sanitary sewer services and uses) and all lines for electricity, telephone cable, water and sanitary sewer over, upon, across and under all portions of the Land not improved with a building or other permanent structure, which shall burden and benefit all of the Parcels.

2. Except as otherwise supplemented, modified, amended and restated by this Addendum Declaration, the Amended Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Flagler Acquisition and the Association have executed this Addendum Declaration to the Amended Declaration for "Flagler-Whitehall Professional Park" effective the day and year first above written.

**[PLEASE SEE SIGNATURE PAGES]
[REST OF PAGE INTENTIONALLY LEFT BLANK]**

Signed, sealed and delivered in the presence of:

K Cromer
Witness: Kate Cromer
(type/print name)

Sarah Xaver Doughty
Witness: Sarah Xaver Doughty
(type/print name)

FLAGLER-WHITEHALL ACQUISITION, LLC, a Virginia limited liability company

By: Jeffrey J. Begin
Jeffrey J. Begin, Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF Chesterfield

April THE FOREGOING instrument was acknowledged before me this 11 day of March, 2016, by Jeffrey J. Begin, the Manager of Flagler-Whitehall Acquisition, LLC, a Virginia limited liability company, on behalf of Flagler Acquisition. He () is personally known to me or (X) has produced a Virginia driver's license as identification.



Sarah A. Pifer
Notary Public
(Name of notary, typed/printed/stamped)
My Commission expires: 03.31.2019
My Commission Number: 7504112

Signed, sealed and delivered in the
presence of:

FLAGLER-WHITEHALL PROFESSIONAL
PARK CONDOMINIUM ASSOCIATION,
INC., a Florida corporation

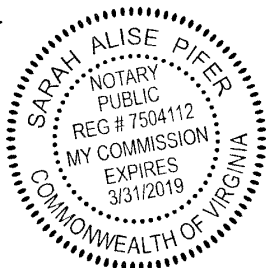
Y. Cromer
Witness: Yvette Cromer
(type/print name)

By: Jeffrey J. Begin
Jeffrey J. Begin, President

Janine Xavier Daulty
Witness: Janine Xavier Daulty
(type/print name)

COMMONWEALTH OF VIRGINIA
COUNTY OF Chesterfield

April THE FOREGOING instrument was acknowledged before me this 11 day of
~~March~~, 2016, by JEFFREY J. BEGIN, as the President of Flagler-Whitehall Professional
Park Condominium Association, Inc., a Florida corporation, on behalf of the Association.
He () is personally known to me or X) has produced a Virginia driver's license
as identification.



Sarah A. Pifer
Notary Public
Sarah A. Pifer
(Name of notary, typed/printed/stamped)
My Commission expires: 03-31-2019
My Commission Number: 7504112