

ADDENDUM (BEFORE RECORDATION) TO DECLARATION OF
CONDOMINIUM FOR MANDARIN PROFESSIONAL COMPLEX,
AN OFFICE CONDOMINIUM

1. INTRODUCTION. In a final, pre-recording review of the Declaration and its attachments, Schedules A through C, it has been determined that there are some inconsistencies between the documents comprising the Declaration. The purpose of this Addendum is to create rules that reconcile those conflicts. Therefore, this Addendum prevails over any conflicts with its express terms.

2. SOME INTERPRETATIONS OF PARAGRAPHS 27 AND 33 OF DECLARATION.

Those provisions are to be interpreted in certain circumstances by the following rules:

A. If there is substantial destruction of the condominium property, and if there is an insufficiency of insurance proceeds to pay for reconstruction or repair (27B), and if an assessment is not approved to fund the deficit (27H), then the condominium will terminate (33.4).

B. If there is less than substantial destruction of the condominium property, then there shall be an assessment for any deficit after insurance proceeds, as determined by a simple majority of the Board of Directors of the Association, subject to a veto right by not less than one hundred per cent (100%) of the unit owners. If such a veto passes, then there shall be an automatic termination.

3. VOTING BY UNIT OWNERS. Notwithstanding any provisions to the contrary, the voting rights for unit owners that are an appurtenance to each unit shall be determined by the square footage of each unit, as more particularly set forth in Schedule A to this Declaration (and any duly adopted amendments). Those voting rights shall be cast by each unit in the manner prescribed in Article IV of the By-Laws (Schedule C) (and any duly adopted amendments).

4. ELEVEN INITIAL UNITS AND RELATED MATTERS. Schedule A contains a list that identifies units, gives their square footages, and gives their percentage of common elements, common surplus, and voting rights. After that list, there are "Notes" numbered 1 through 5. The first two notes (1 and 2) contain incomplete or inaccurate references to the number of units. There are, indeed, eleven initial units, and the data for identification, square footages, and appurtenances remain the same as stated in Schedule A.



SCHEDULE A TO DECLARATION OF CONDOMINIUM FOR
MANDARIN PROFESSIONAL COMPLEX, AN OFFICE CONDOMINIUM

VOL 6592 PG 1194

OFFICIAL RECORDS

This Schedule A to the Declaration of Condominium for Mandarin Professional Complex, an office condominium, is attached to and is an integral part of the Declaration. This is a composite exhibit to the Declaration concerning the following topics:

1. Description of Real Property comprising the Condominium.
2. Survey of Condominium.
3. Floor plans for Units.
4. Description of Units.
5. Description of common elements and limited common elements.
6. Description of Easements.
7. Percentages of common elements, common surplus, and voting rights appurtenant to each Unit, and related matters.
8. Surveyor's Certificate.

DESCRIPTION OF LAND COMPRISING CONDOMINIUM

OVERALL BOUNDARY:

A part of the Southeast one quarter of the Northwest one quarter of Section 32, Township 3 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Northeasterly right of way line of Pall Mall Drive (a 60.0 foot right of way) with the Northwesterly right of way line of San Jose Boulevard and/or State Road No. 13 (as now established); thence North $34^{\circ}00'00''$ East, along said Northwesterly right of way line of San Jose Boulevard, a distance of 455.84 feet for a POINT OF BEGINNING; thence North $55^{\circ}43'40''$ West, a distance of 198.00 feet; thence South $34^{\circ}00'00''$ West, parallel to said Northwesterly right of way line of San Jose Boulevard, a distance of 65.00 feet to a point situate in the Southwesterly boundary line of those certain lands described in Official Records Volume 3300, Page 59 of the Current Public Records of said County; thence North $55^{\circ}43'40''$ West, along said last mentioned line a distance of 411.26 feet, to a point situate in the Easterly line of that certain 50.00 foot right of way for drainage, utilities and sewers, as shown on the plat of Pickwick Park Unit Three, as recorded in Plat Book 35, Pages 91 and 91A of said Current Public Records; thence North $00^{\circ}03'19''$ East, along said last mentioned line, a distance of 120.95 feet, to a point situate in the Northeasterly line of said lands described in Official Records Volume 3300, Page 59; thence South $55^{\circ}43'40''$ East, along said last mentioned line, a distance of 676.80 feet to said Northwesterly right of way line of San Jose Boulevard; thence South $34^{\circ}00'00''$ West, along said Northwesterly right of way line, a distance of 35.00 feet to the POINT OF BEGINNING.

Containing 51,442.91 square feet and/or 1.1810 acres, more or less.

Mandarin Professional Complex
AN OFFICE CONDOMINIUM

SCALE: 1" = 60'

- REVISED JULY 6, 1988, Job N^o 88-989
REVISED SEPT. 29, 1988

O. R. V. 3336, PG. 970



EXHIBIT SHEET

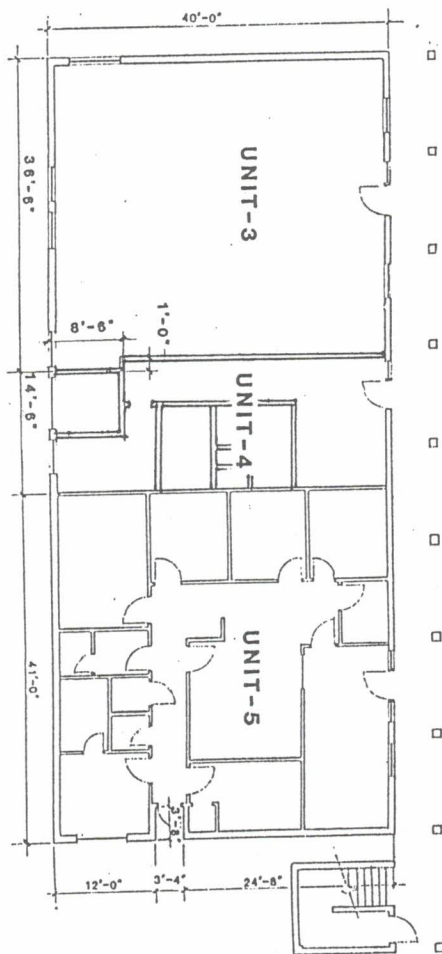
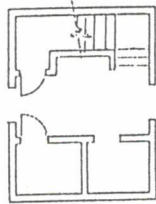
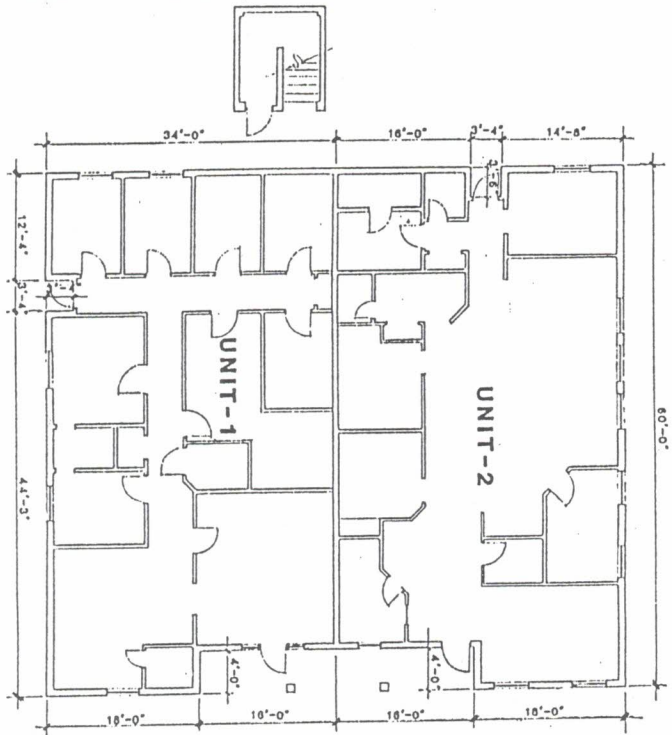
Mandarin Professional Complex

AN OFFICE CONDOMINIUM

UNITS	FIRST FLOOR	CEILING
1	29.22	37.26
2	29.22	37.26
3	29.22	37.26
4	29.22	37.26
5	29.22	37.26
6	39.76	47.80
7	39.76	47.80
8	39.76	47.80
9	39.76	47.80
10	39.76	47.80
12	39.76	47.80

Note: Elevations refer to N.G.V.D. of 1929.

Mandarin Professional Complex AN OFFICE CONDOMINIUM



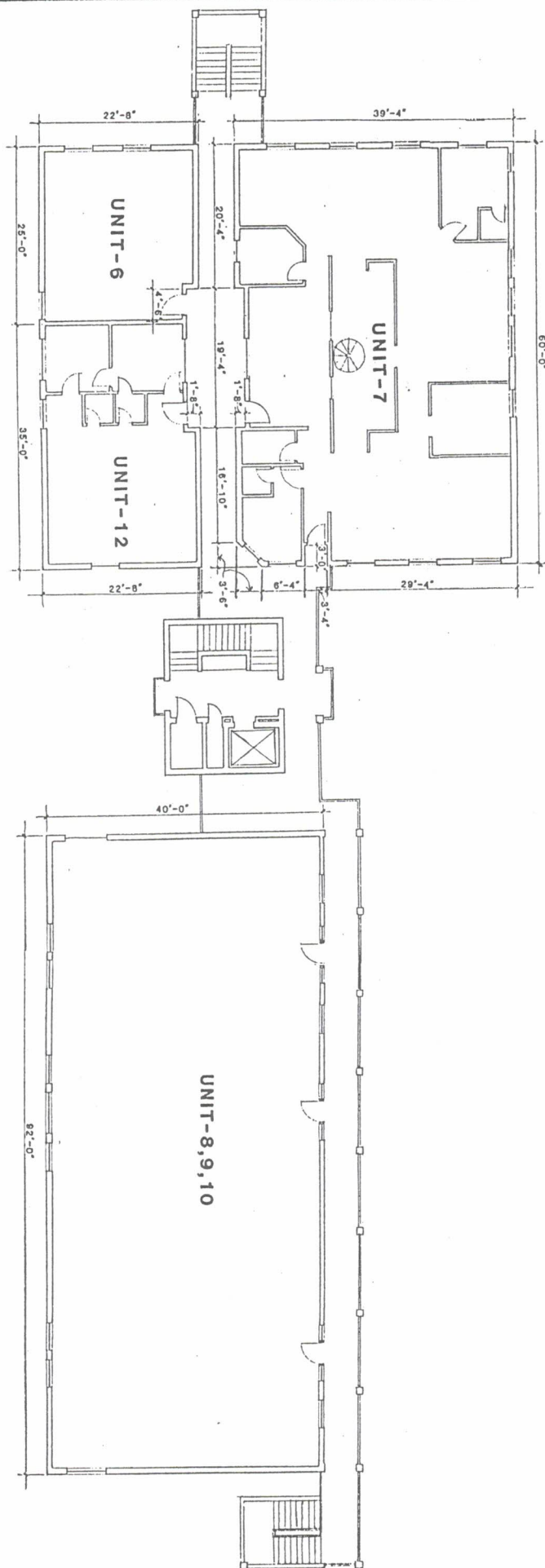
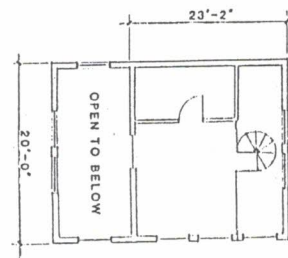
FIRST FLOOR PLAN



EXHIBIT

SHEET

Mandarin Professional Complex

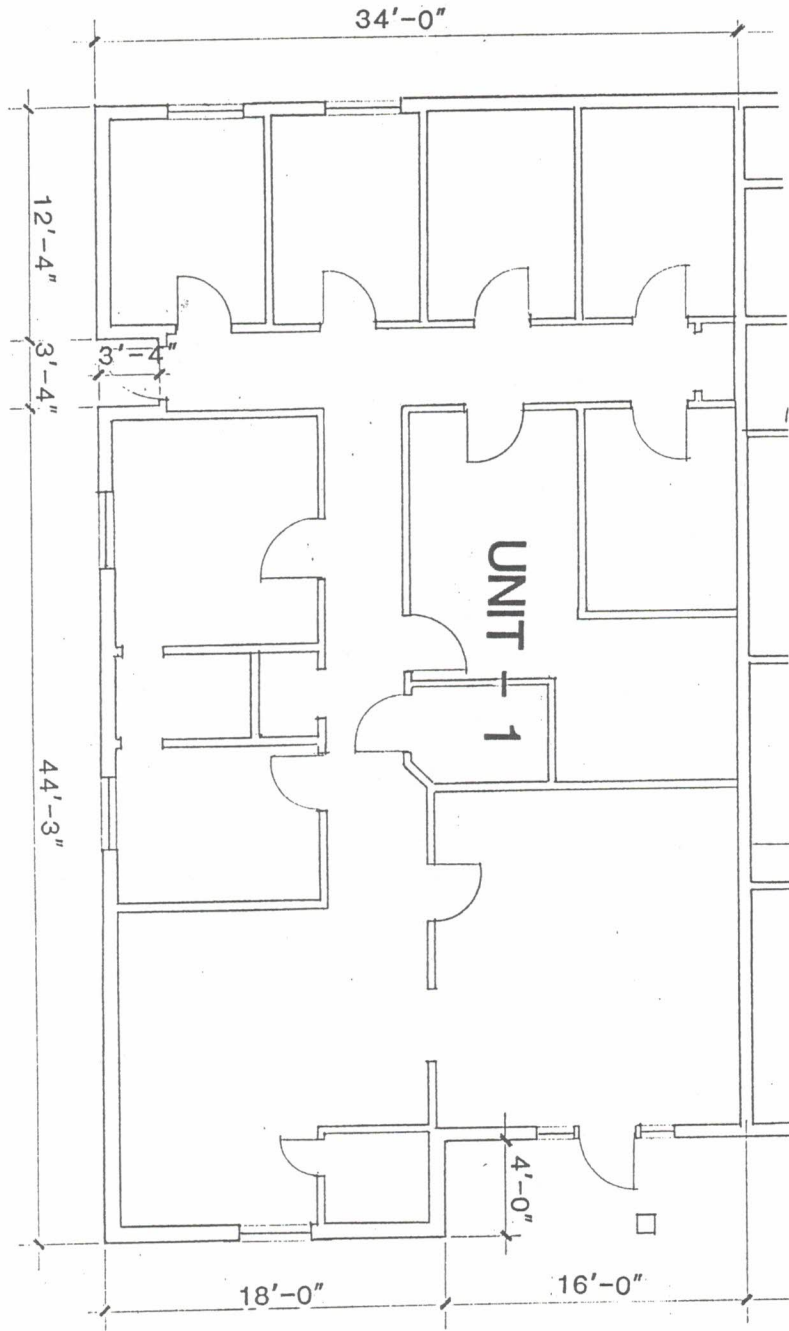


SECOND FLOOR PLAN

11-11-1944

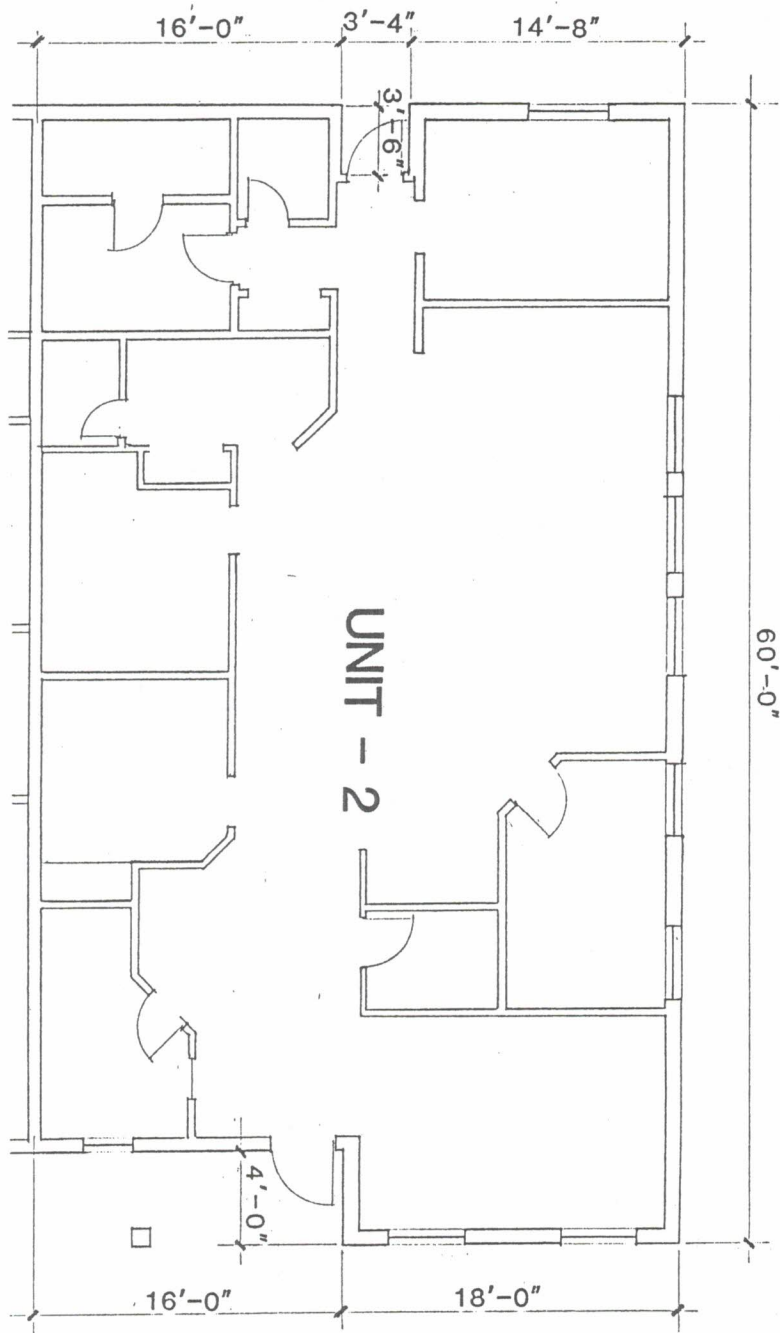
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Mandarin Professional Complex AN OFFICE CONDOMINIUM



0 2 4 6 8
Graphic Scale
in feet

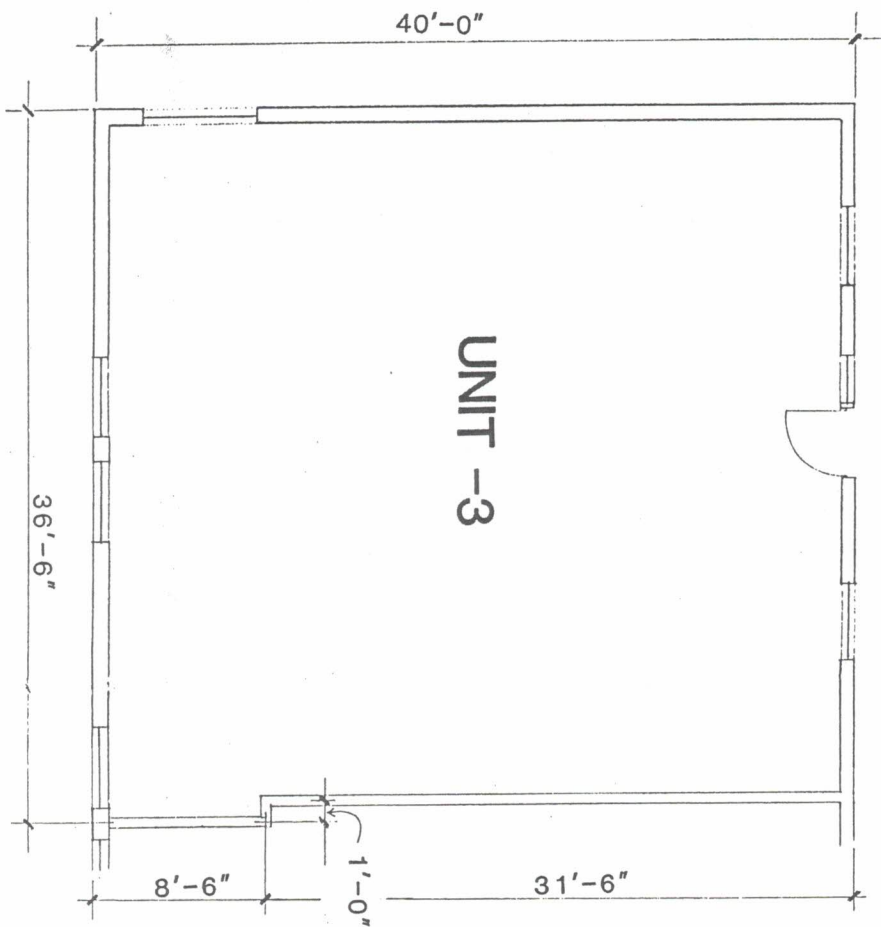
Mandarin Professional Complex AN OFFICE CONDOMINIUM



Graphic Scale
in feet

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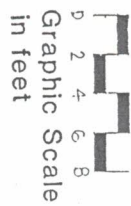
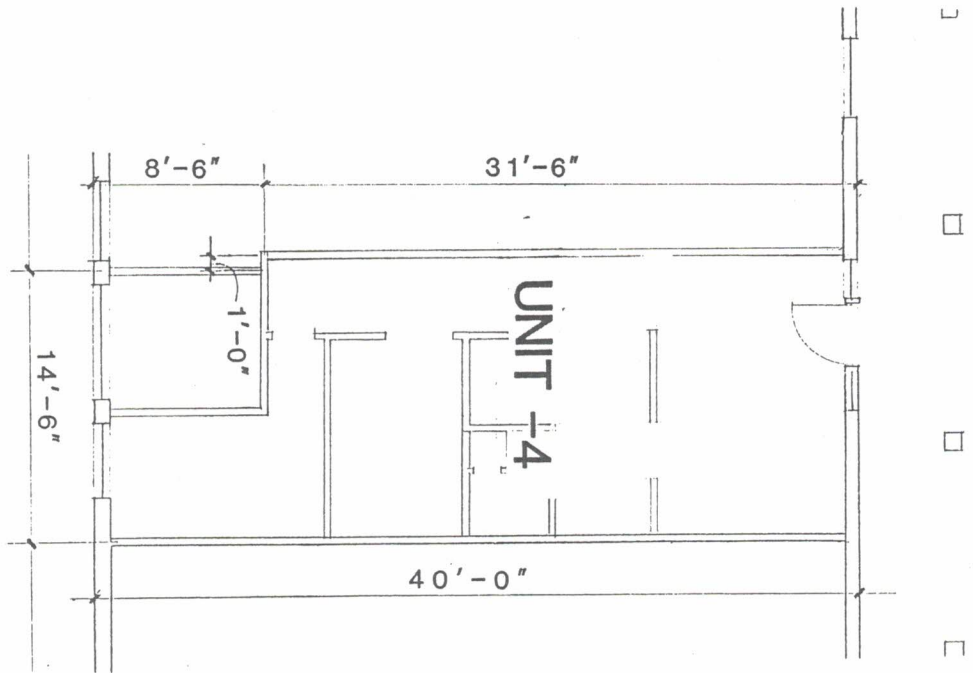
Mandarin Professional Complex AN OFFICE CONDOMINIUM



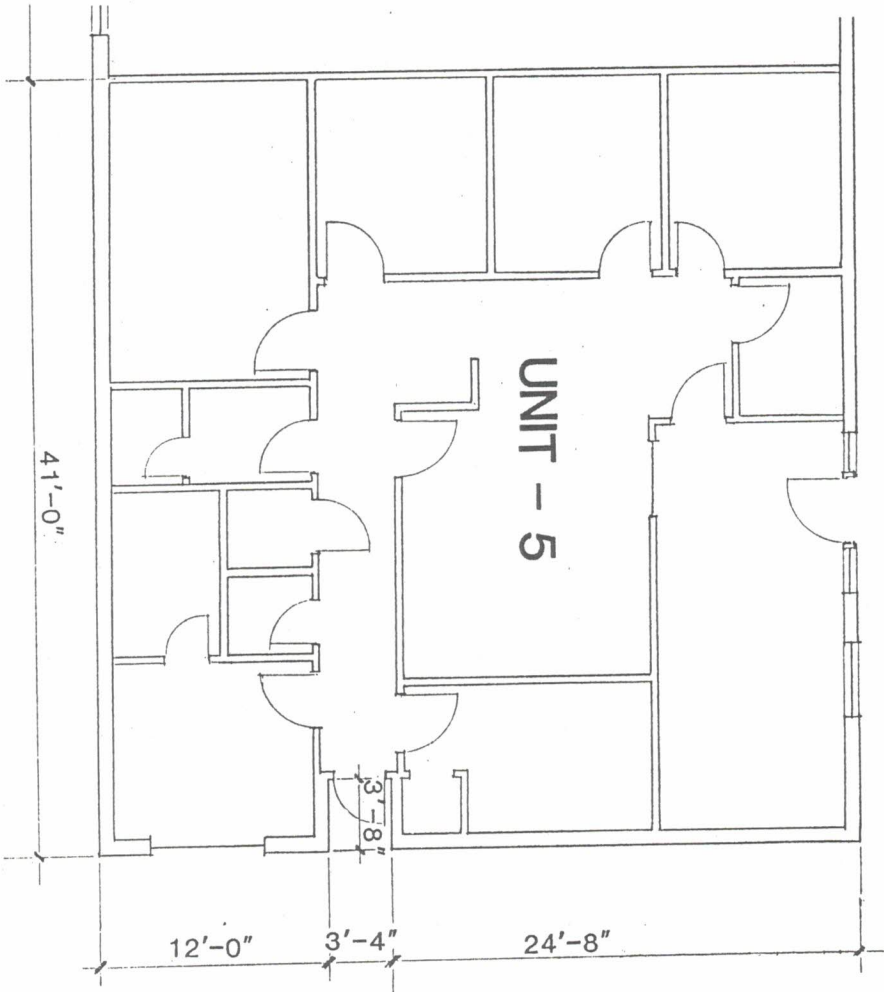
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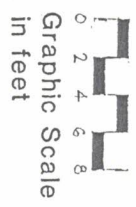
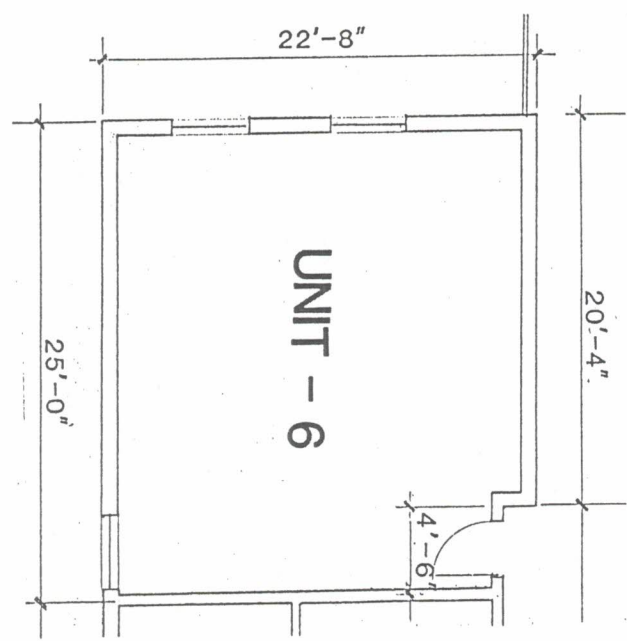
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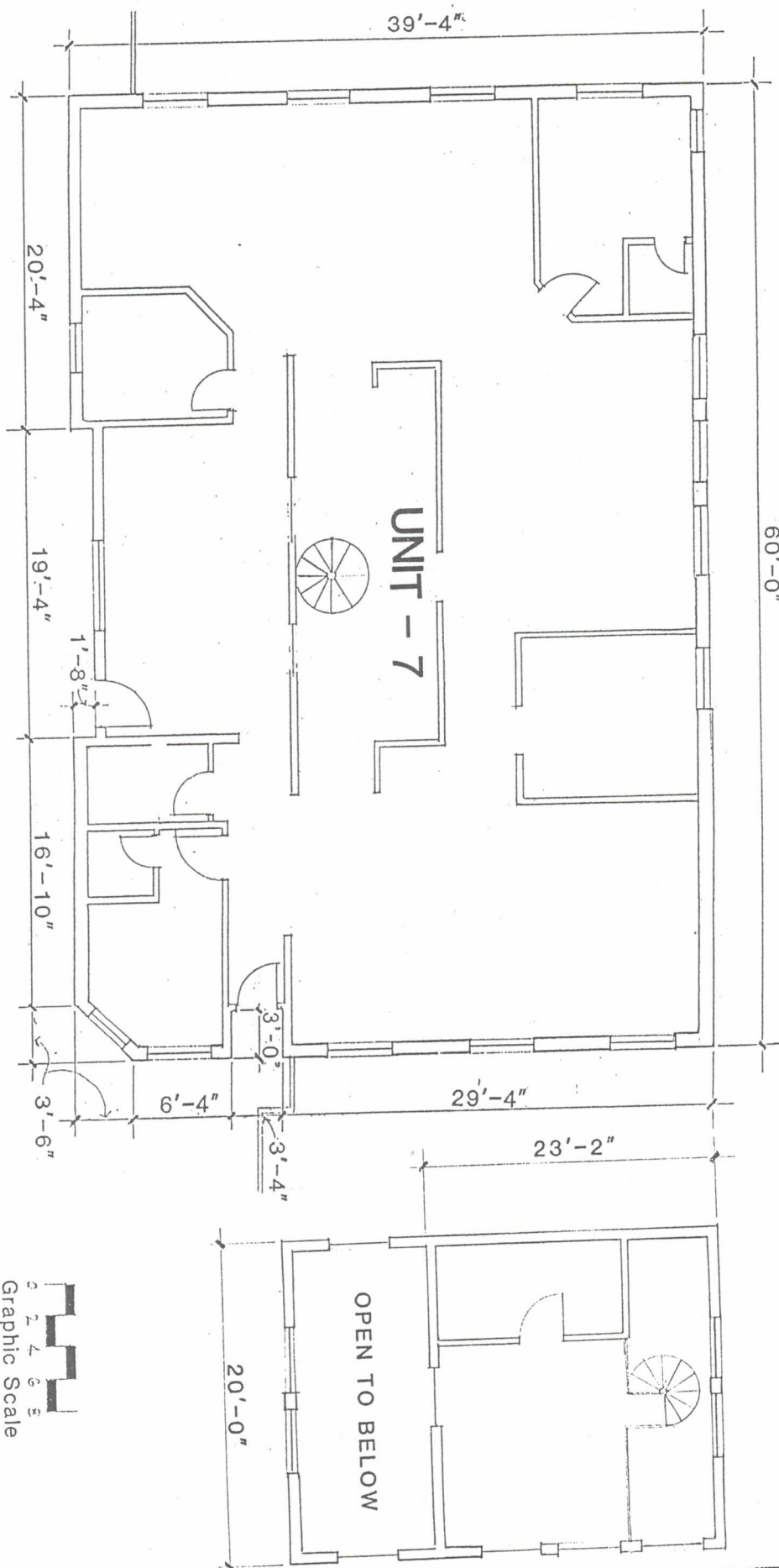


Mandarin Professional Complex AN OFFICE CONDOMINIUM



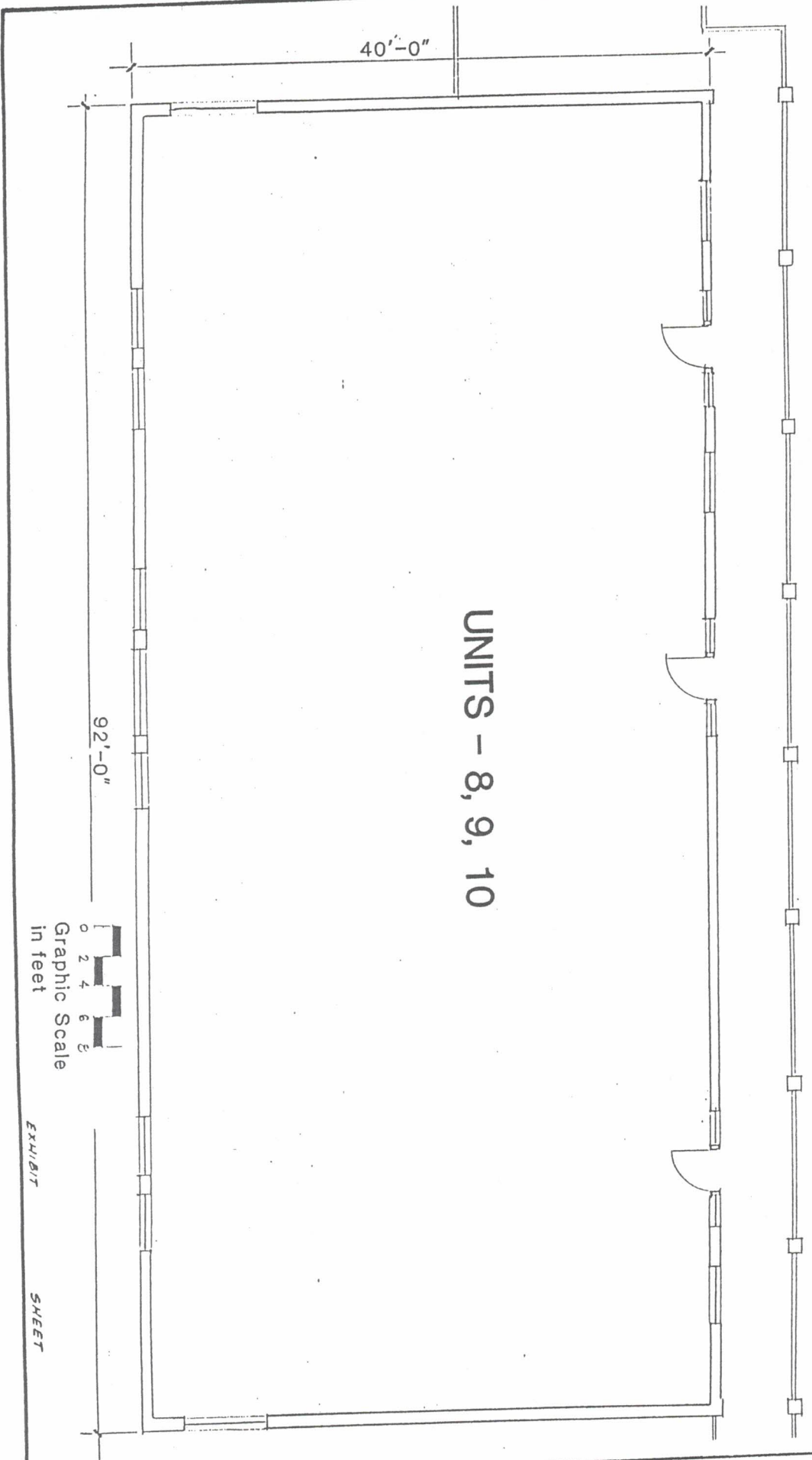
Mandarin Professional Complex
AN OFFICE CONDOMINIUM



Mandarin Professional Complex AN OFFICE CONDOMINIUM

Graphic Scale
in feet

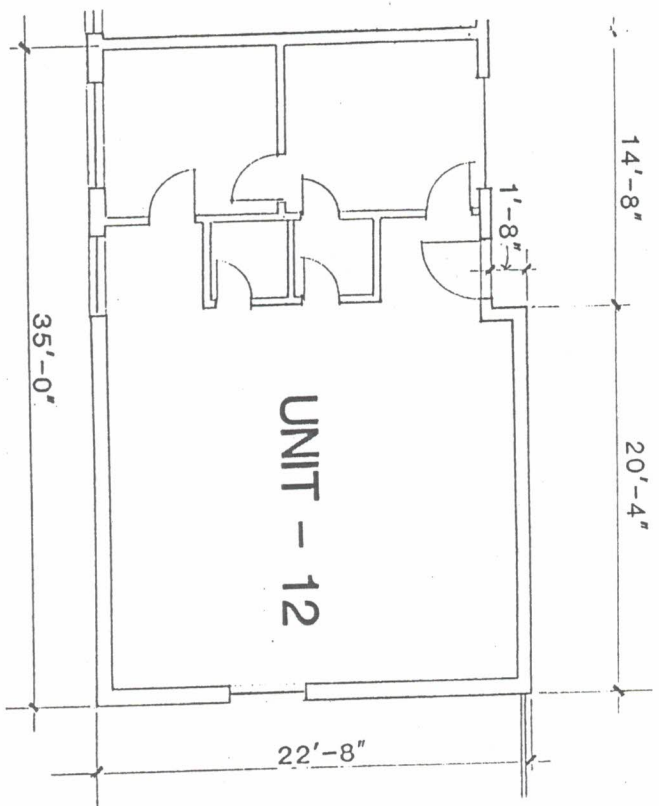
Mandarin Professional Complex AN OFFICE CONDOMINIUM



0 2 4 6 8
Graphic Scale
in feet

EXHIBIT SHEET

Mandarin Professional Complex AN OFFICE CONDOMINIUM



DESCRIPTION OF A UNIT

Vol 6592001209
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1. Unit Boundaries. Each unit shall include that part of the condominium building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

i. Upper Boundary. The horizontal plane of the highest point on the undecorated finished ceiling.

ii. Lower Boundary. The horizontal plane of the lowest point on the undecorated finished floor.

B. The perimetrical boundaries of each unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

2. Subdivision. The foregoing formulas for defining the boundaries of a unit shall continue to apply in the event of a subdivision as permitted by this Declaration.

DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. Common Elements. The common elements constitute all portions of the condominium property not contained within the boundaries of a unit.

2. Limited Common Elements. There are no limited common elements in this condominium.

3. Distinction Between Common Element and Unit. In some instances, a unit owner will be allowed to have special equipment servicing only their unit lying within the common elements, as for example special plumbing to service a particular unit. Notwithstanding the location of that special equipment, that special equipment shall be deemed to be part of the unit and not part of the common elements for all purposes under this Declaration. In the event there is uncertainty as to whether or not any such property is part of a unit as opposed to a part of the common elements, it shall be presumed to be part of the common elements only if it serves as a benefit for more than one unit but only where there is not an exact identity of unit owners for the two or more affected units.

DESCRIPTION OF EASEMENTS

The Developer hereby grants and reserves the following easements:

1. Declaration of Perpetual Easement For Ingress, Egress, Parking, and Utilities Recorded in Official Records Volume 6334, Page 441, Duval County, Florida. Attached to this portion of Schedule A, and incorporated by this reference, is a photocopy of the Declaration of Perpetual Easement for Ingress, Egress, Parking and Utilities as recorded in Official Records Volume 4334, Page 441, of the current public records of Duval County, Florida. That Declaration burdens a portion of the lands contained within this condominium and benefits certain lands lying contiguous to and outside of this condominium. The terms and conditions of the Declaration recorded in Official Records Volume 6334, Page 441, are incorporated into this Declaration by this reference and are made superior to any other rights created by this Declaration.

2. Utilities and Others. Easements are reserved as may be required for the entrance upon, construction, maintenance, and operation of utility services to adequately serve the condominium, including, but not limited to, the installation of cable television systems, mains, and such other equipment as may be required throughout the condominium project, it being expressly agreed that the Developer, or the utility company, or the unit owner making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility; provided, however, easements herein reserved which necessitate entry through a unit shall only be according to the plans and specifications for the building contained in the unit or as the building is actually constructed, unless approved in writing by the unit owner and the unit owner's mortgagees and lien holders. In addition, easements are reserved for such further utility easements over and across the condominium property as may be required from time to time to service the condominium property, including units. The Association shall have the exclusive right to grant the easements, licenses, and permits reserved by this paragraph.

3. Encroachments. In the event that, by virtue of construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement shall exist to the extent of that encroachment so long as the encroachment shall exist.

4. Pedestrian and Vehicular Traffic. A perpetual, nonexclusive easement for ingress and egress shall exist for the pedestrian traffic over, through, and across sidewalks, paths, walks, lanes and other portions of the common elements as may be from time to time intended and designated for such purposes and use; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purpose. These easements shall be for the use and benefit of the units owners and those claiming by, through or under them; provided, however, nothing in this section shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes. These easements of ingress and egress for pedestrian and vehicular traffic shall be appurtenant to each unit. These easements for ingress and egress for pedestrian and vehicular traffic shall be of equal dignity with those that are created in the Declaration recorded in Official Records Volume 6334, Page 441, Duval County, Florida.

5. Easements in Favor of Developer. Until such time as the Developer has sold all of the units, easements, including, but not limited to those for ingress and egress, are hereby reserved and shall exist through and over the condominium property as may be required by the Developer for the sale of the unsold units. Neither the unit owners nor the Association, nor the use of the condominium property, shall interfere in any way with such sales.

DECLARATION OF PERPETUAL EASEMENT
FOR
INGRESS, EGRESS, PARKING, AND UTILITIES

THIS DECLARATION OF PERPETUAL EASEMENT is made this 22 nd
day of April, 1987, by RONALD ELINOFF and RICHARD LEIBOWITZ,
herein collectively called the "Declarants".

FOR VALUE RECEIVED, and other good and valuable
consideration, the receipt and legal sufficiency of which
consideration is acknowledged, the Declarants, for themselves and
for the other beneficiaries named in this Declaration, hereby
declare and agree as follows:

1. Introduction. On September 24, 1971, the Declarants
acquired fee simple title to certain real property lying in Duval
County, Florida, by Warranty Deed recorded in Official Records
Volume 3300, Page 59, of the current public records of Duval
County, Florida.

On December 9, 1983, the Declarants refinanced an
existing mortgage indebtedness by way of a new loan from The
Independent Life and Accident Insurance Company, which loan was
in the original principal sum of \$168,000.00, and which loan was
secured by a mortgage recorded in Official Records Volume 5733,
Page 280, of said current public records. In the balance of this
Declaration, all documents evidencing and securing that loan
shall be collectively referred to as the "Independent Life
Mortgage".

The Independent Life Mortgage encumbered only a portion
of the lands owned by the Declarants, being essentially all of
the 100 feet of State Road 13 frontage and a depth from State
Road 13 to the rear of 223 feet.

The property encumbered by the Independent Life
Mortgage currently houses the dental practice of the Declarants.
The Declarants are desirous of developing the lands that are not
encumbered by the Independent Life Mortgage as an office
condominium. As well, the Declarants are desirous of keeping the
property encumbered by the Independent Life Mortgage as a
separate entity that the Declarants may own and hold or sell in
accordance with applicable provisions of law and contract.

In order to develop the office condominium, it is
necessary that the Declarants have unencumbered fee simple
ownership of thirty-five (35) feet of State Road 13 frontage. In
order to achieve that goal, the Declarants have requested
Independent Life to release a portion of the lands encumbered by
the Independent Life Mortgage. Independent Life has agreed to
that request in exchange for this Declaration. The release of
the Independent Life Mortgage is recorded under Clerk's No. 87-
60473 of said current public records.

Therefore, the purpose of this Declaration is to
declare certain easements for ingress, egress, parking, and
utilities in favor of the lands remaining encumbered by the
Independent Life Mortgage.

2. Beneficiaries. The beneficiaries of this Declaration
are the following: the Declarants; the Independent Life and
Accident Insurance Company; present tenants; future tenants;
future owners; future lien holders; invitees of the Declarants,
present tenants, future owners, and future tenants; public and
private police, fire, health, mail and delivery services.

3. Property Burdened and Benefitted by Declaration. In
Schedule "A", attached hereto and incorporated by this reference,
is the description of the lands release by Independent Life from
the Independent Life Mortgage in the Partial Release referenced
in Paragraph 1, above. Those are the lands that are burdened by

THIS INSTRUMENT WAS PREPARED BY:
WILLIAM B. RYAN, JR., Attorney
RYAN AND MARKS
3000-8 HARTLEY ROAD
JACKSONVILLE, FLORIDA 32217

Record and Return to:

this Declaration. The lands that are benefitted by this Declaration are the lands that remain encumbered by the Independent Life Mortgage as described in Official Records Volume 5733, Page 280, Duval County, Florida, less and except the lands described in Schedule "A" to this Declaration. This Declaration shall run with the title to the lands identified in this paragraph as being burdened and benefitted by this Declaration.

4. Declaration of Easements. The following easement rights and duties are hereby created, reserved, and granted, subject to the terms and conditions expressed in this Paragraph:

A. The fee simple title to the lands described in Schedule "A" to this instrument are intended to remain as an integral part of the fee simple title to the lands owned by the Declarants, upon which the condominium project will be developed. Therefore, the lands described in Schedule "A" shall be subject to present and future easement rights for ingress, egress, and utilities of equal dignity with the rights for ingress, egress, and utilities created by this Declaration. For this purpose, the Declarants reserve unto themselves the exclusive right to grant any such future easements for ingress, egress, and utilities.

B. There is hereby created an easement for ingress and egress over, under, in and through the lands described in Schedule "A" to this instrument for the benefit of the lands remaining encumbered by the Independent Life Mortgage, as described above. This easement shall be for pedestrian and public and private vehicular traffic (including, but not limited to, postal service, private couriers, fire, police, and emergency medical services) to and from State Road 13 and the improvements now or hereafter existing on the lands remaining encumbered by the Independent Life Mortgage.

C. The parking area that presently serves the building located on the lands remaining encumbered by the Independent Life Mortgage lies in part on the lands contained within Schedule "A" to this instrument. Therefore, there is hereby created an easement for parking over and upon lands described in Schedule "A" to this instrument for the benefit of the lands remaining encumbered by the Independent Life Mortgage.

D. Presently, the lands remaining encumbered by the Independent Life Mortgage receive sewage services from a septic tank lying to the front of those lands, and water services from a well and pump located substantially within the rear twenty-three (23) feet of those lands. Now or in the future, there is a possibility that some of the utilities serving the lands remaining encumbered by the Independent Life Mortgage may have or may need to have their lines installed or extended through the lands described in Schedule "A" to this instrument. Therefore, there is hereby created an easement over, under, in and through the lands described in Schedule "A" to this instrument for utility lines and equipment for the lands remaining encumbered by the Independent Life Mortgage. This easement shall be for the benefit of present and future owners and providers of utility services. This easement shall include ingress and egress to effect installation and repair of utility lines and equipment.

E. The Declarants reserve the right, but not the duty, to require all future fee simple title holders of the lands remaining encumbered by the Independent Life Mortgage to agree to jointly maintain in a proper condition the presently paved surface of the lands described in Schedule "A" to this instrument. Any such agreement for reciprocal duties of maintenance may be supplemented by the Declaration of Condominium for the office condominium. This reservation of rights is expressly subject to and subordinate to the Independent Life Mortgage.

5. Effect of This Instrument Upon Fee Simple Title For Lands Described in Schedule A To This Instrument and Lands Remaining Encumbered By Independent Life Mortgage, Both As Described Above. This Declaration, including all of its rights, duties and remedies, shall be perpetual and transferable and shall run with the fee simple title to the lands described in Schedule "A" to this instrument and the lands remaining encumbered by the Independent Life Mortgage, all without the necessity of making a reference in any instrument now or hereafter affecting those titles. References in this Declaration to "the lands remaining encumbered by the Independent Life Mortgage" is for convenience in identifying those lands by reference and is not intended to limit the effect of this instrument to the Independent Life Mortgage.

6. Applicable Laws and Remedies. This Declaration shall be construed and enforced in accordance with the laws of the State of Florida. All beneficiaries shall be entitled to all rights and remedies provided by those laws including, but not limited to, specific performance. In any action arising out of this Declaration, personal venue and jurisdiction shall lie with the appropriate State court in Duval County, Florida.

Executed and delivered on the date stated at the beginning of this Declaration.

Signed, sealed and delivered
in the presence of:

Witness

Witness

Witness

Witness

RONALD ELINOFF

RICHARD LEIBOWITZ

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing Declaration was sworn to and acknowledged before me by RONALD ELINOFF this 22 day of April, 1987.

Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing Declaration was sworn to and acknowledged before me by RICHARD LEIBOWITZ this 22 day of April, 1987.

Notary Public, State of Florida

My Commission Expires: 3/14/88

A portion of the Southeast 1/4 of the Northwest 1/4 of Section 32, Township 3 South, Range 27 East, Duval County, Florida, being the Northeast 35 feet of the lands described in Official Records Volume 5733, Page 280, being more particularly described as follows: beginning at a point on the Northwestern right-of-way line of State Road 13 as now established, which is the most Easterly corner said lands; thence run South 34 degrees 00 minutes West along said right-of-way a distance of 35 feet; thence run North 55 degrees 43 minutes 40 seconds West a distance of 223 feet to a point; thence run North 34 degrees 00 minutes East parallel to said Northwestern right-of-way line a distance of 35 feet to a point on the Northeasterly line of the property described in said Official Record Volume 5733, Page 280; thence run South 55 degrees 43 minutes 40 second East along said Northeasterly line a distance of 223 feet to the Point of Beginning.

07 MAY 20 P 2: 06

87- 60472

RECORDED
INDEXED

MANDARIN PROFESSIONAL COMPLEX

67905/QTR

UNIT	SQUARE FOOTAGE PER UNIT <i>6850/QTR</i>	PERCENTAGE OF COMMON ELEMENTS, COMMON SURPLUS, VOTING RIGHTS
<i>DE</i> - 1	1,964	13
<i>SS</i> - 2	1,964	13
<i>CHURCH</i> 3	1,428	9 ✓
<i>CHURCH</i> 4	612	4 -
<i>DET</i> - 5	1,627	10
<i>CHURCH</i> 6	563	4 -
<i>LIR</i> - 7	2,847	18
<i>CHURCH</i> 8, 9, 10	3,680	24 - <i>17+24 = 41</i>
<i>LIR</i> - 12	775	5
TOTAL	15,460	100 <i>= 23</i>

6283 church

NOTES:

1. As more fully set forth in this Declaration, there is the possibility that the boundaries of Units may change during the life of this condominium. The formula for determining the percentages of common elements, common surplus, and voting rights appurtenant to each unit applies to Units 1 through 10, inclusive, as described in this Declaration, as originally recorded, and, as well, it applies to all subsequent configurations of units during the life of this condominium.

2. The architect for this condominium, Fleet & Associates, prepared the list of square footage for Units 2 through 10, as reflected above. For the purpose of the formulas established in this part of this Schedule A, all future determinations of square footage shall be made by a licensed architect, engineer, or surveyor.

3. The formula for determining the percentage of common elements, common surplus, and voting rights appurtenant to each unit shall be the percentage of square footage within each unit as compared to the total square footage within all units. For the purpose of this formula, the square footage within the common elements shall not be employed.

4. The condominium has been designed so that electrical service is separately metered for each unit. That design shall be continued in the event of any subdivision of a unit, to the extent permitted by the supplier of that utility. The initial design provides for water service to be subject to only one meter. Therefore, electrical service to any unit not separately metered and water service to all units shall be apportioned among the units based upon the foregoing formula. However, the Board of Directors of the Association shall have the power to modify those allocations and to impose a disproportionate assessment for electrical and/or water services, as may be applicable under the circumstances, where the user consumes a disproportionately high amount of the utilities. For example, if one unit is a provider of health services with a number of outlets using water, whereas another unit is a provider of insurance services using a substantially lesser amount of water, then the unit providing the health services may be subject to an increased assessment as determined by the Board of Directors from time to time. The determinations permitted under this rule shall be subject to the assessment process required by applicable law and this Declaration.

5. The number 11 has not been employed for a unit because the Jacksonville Electric Authority has designated the number 11 as the address for the common meter for utilities that are not being separately provided to individual units. Thus, it is the intention of the Developers to create eleven condominium units as of the time of the recordation of this Declaration, subject to the right of the owners and the Association to make modifications in the numbers and sizes of units as expressly provided in various parts of this Declaration.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA

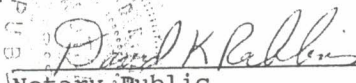
COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared Richard A. Miller, who being duly sworn, deposed and said as follows:

1. Affiant is a Registered Florida Land Surveyor, having Certificate No. 3848.
2. Affiant is authorized to practice surveying in the state of Florida.
3. Affiant certifies with respect to the Mandarin Professional Complex, an office condominium, that the construction and all planned improvements, including, but not limited to, landscaping, utilities, and access to such buildings, and common element facilities serving such buildings are substantially complete and that the materials set forth in this composite Schedule A, together with the provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.


RICHARD A. MILLER

Sworn to and subscribed before
me this 30 day of July,
1988, by Richard A. Miller.


Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 17, 1991;
BONDED THRU NOTARY PUBLIC UNDERWRITERS.