

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA

MMB PROPERTIES, a Florida general partnership,

Plaintiff,

vs.

Case No. _____

PLANNED PARENTHOOD OF GREATER
ORLANDO, INC., a Florida non-profit corporation,

Defendant.

_____ /

COMPLAINT

COMES NOW, Plaintiff MMB PROPERTIES, a Florida general partnership (“MMB”), and hereby sues Defendant, PLANNED PARENTHOOD OF GREATER ORLANDO, INC., a Florida non-profit corporation (“PLANNED”), and alleges as follows:

Parties, Jurisdiction and Venue

1. This is an action for a permanent injunction against PLANNED, and this Court has jurisdiction to enter permanent injunctions.
2. MMB is a Florida general partnership of medical providers specializing in cardiovascular medicine that is doing business in Osceola County.
3. At all times material, MMB has owned and continues to own real property located at 601 Oak Commons Boulevard, Kissimmee, Florida described as follows:

Lot 5, Oak Commons Medical Park, according to the Plat thereof, as recorded in Plat Book 5, Page 128, Public records of Osceola County, Florida (the “MMB Property”).
4. PLANNED is a sexual and reproductive health care provider and advocate that is doing business in Osceola County.

5. PLANNED is an affiliate of Planned Parenthood Federation of America, a well-known and politically active organization that, among other things, provides and advocates for abortions and contraception.
6. At all times material, PLANNED has owned and continues to own real property located at 610 Oak Commons Boulevard, Kissimmee, Florida described as follows:

Lot 10, Oak Commons Medical Park, according to the Plat thereof, as recorded in Plat Book 5, Page 128, Public records of Osceola County, Florida (the “PLANNED Property”).
7. Venue is proper because the two parcels of real property that are at issue in this case are located in Osceola County, Florida.

Factual Background

8. The MMB Property and the PLANNED Property are located within the Oak Commons Medical Park, which was formed pursuant to Plat Book 5, Page 128, Public Records of Osceola County, Florida (the “Medical Park”).
9. The Medical Park is governed by a Declaration of Restrictions, located at Official Records Book 819, Page 016, of the Public Records of Osceola County, Florida. A copy is attached as Exhibit A.
10. The Medical Park is also governed by a Declaration of Covenants, Conditions and Restrictions, located at Official Records Book 898, Page 2584, of the Public Records of Osceola County, Florida. A copy is attached as Exhibit B.
11. Exhibit B is expressly “supplemental, complementary, and concordant” to Exhibit A (together, the “Declarations”). (Ex. B at 3-4.)
12. The Declarations contain use restrictions that expressly run with the land.
13. The following uses are expressly restricted by the Declarations:

1. An Outpatient Surgical Center.
2. An Emergency Medical Center.
3. A Diagnostic Imaging Center which includes the following radiographic testing: Fluoroscopy, Plane Film Radiography, Computerized Tomography (CT), Ultrasound, Radiation Therapy, Mammography and Breast Diagnostics, Nuclear Medicine Testing and Magnetic Resonance Imaging (MRI).

(Ex. A at 1.)

14. The Declarations also contain the following use restriction:

In addition, no activity or use shall be permitted on or with respect to any part of the property that is obnoxious to or out of harmony with other developments on the Property.

(Ex. B at 10.)

15. The Declarations were in effect at the time PLANNED purchased the PLANNED Property, have been in effect at all material times, continue to remain in effect, and govern PLANNED's use of the PLANNED Property.

16. MMB has never violated a use restriction, and MMB is not aware of the violation of any use restrictions by any other entities other than PLANNED.

17. PLANNED has applied for a City of Kissimmee zoning letter to determine whether it may operate an "Out Patient Surgical Center" at the PLANNED Property. A copy of the zoning letter application is attached as Exhibit C.

18. PLANNED has also applied with the Florida Agency for Health Care Administration to operate the PLANNED Property as an abortion clinic. A copy of this application is attached as Exhibit D.

19. PLANNED intends to perform abortions at the PLANNED Property.

20. PLANNED intends to provide the “Morning After Pill,” which it advertises as “Emergency Contraception,” at the PLANNED Property.
21. In response to PLANNED’s clear, immediate, and unambiguous intent to perform abortions at the PLANNED Property, protestors have regularly appeared throughout the Medical Park carrying evocative signage, chanting, and employing bullhorns to protest abortions. The protestors’ activity has disrupted MMB’s business, disrupted MMB’s tenants’ businesses, and disturbed patients.
22. All conditions precedent to bringing this action, if any, have been satisfied or waived.

COUNT I – BREACH OF THE DECLARATIONS

23. MMB repeats and realleges Paragraphs 1-22 as if fully set forth herein.
24. MMB is an “Owner” as that term is defined in the Declarations. (Ex. B. at 3.)
25. MMB has standing to bring this action pursuant to its status as an Owner and Art. VI, § 6 of the Declarations. (Ex. B. at 18.)
26. PLANNED’s operation of an “Out Patient Surgery Center” would violate the Declarations’ use restriction prohibiting the use of the PLANNED Property as an “Outpatient Surgical Center.”
27. PLANNED’s operation of a licensed abortion clinic would violate the Declarations’ use restriction prohibiting the use of the PLANNED Property as an “Outpatient Surgical Center.”
28. PLANNED’s operation of a licensed abortion clinic would violate the Declarations’ use restriction prohibiting the use of the PLANNED Property as an “Emergency Medical Center.”

29. PLANNED's provision of the "Morning After Pill" violate the Declarations' use restriction prohibiting the use of the PLANNED Property as an "Emergency Medical Center."
30. PLANNED's performance of abortions would itself be obnoxious to or out of harmony with other developments at the Medical Park and would violate the Declarations.
31. PLANNED's performance of abortions is well-known to attract outspoken and disruptive protestors and is therefore obnoxious to or out of harmony with other developments at the Medical Park and violates the Declarations.
32. PLANNED's past, ongoing, and intended violations of the Declarations has caused, is causing, and will continue to cause MMB to suffer irreparable harm.
33. MMB has no adequate remedy at law and has will continue to suffer irreparable harm should the Court refrain from granting injunctive relief to stop PLANNED from the activity described above
34. MMB has a clear legal right to permanent injunctive relief and entry of an injunction will not be contrary to the public interest.
35. MMB has retained the undersigned counsel in this matter and is contractually obligated to pay counsel a reasonable fee for their services.

WHEREFORE, Plaintiff MMB PROPERTIES hereby requests the following relief against Defendant PLANNED PARENTHOOD OF GREATER ORLANDO, INC.:

- a) A permanent injunction to enforce the Declaration, including but not limited to the prevention of Defendant from performing outpatient surgical procedures, including abortions, and from providing emergency medical services, including the provision of the "Morning After Pill";
- b) Taxable costs and reasonable attorneys' fees pursuant to Art. VI § 6 of the Declarations;

c) All other such relief that this Honorable Court deems just and proper.

Respectfully submitted this 9th day of June, 2014,



DENNIS R. O'CONNOR, ESQ.

Florida Bar No. 376574

doconnor@oconlaw.com

DEREK J. ANGELL, ESQ.

Florida Bar No. 73449

dangell@oconlaw.com

O'CONNOR & O'CONNOR, LLC

eservice@oconlaw.com

840 S. Denning Dr., Ste. 200

Winter Park, FL 32789

(407) 843-2100

(407) 843-2061 Facsimile

MAUREEN A. ARAGO, ESQ.

Florida Bar No. 835821

maureenarago@aragolaw.com

THE ARAGO LAW OFFICE

P.O. Box 452275

Kissimmee, FL 34745-2275

(407) 344-1185

(407) 201-6798 Facsimile

Attorneys for Plaintiff MMB Properties

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that AMERICAN MEDICORP DEVELOPMENT CO... a Delaware corporation, being the owner of real property located in Osceola County, Florida, and more particularly described as follows, to-wit:

SBH ATTACHED

makes the following Declaration of Restrictions covering the above described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deriving title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

The property described herein shall not be used for the following activities without the prior written permission of AMERICAN MEDICORP DEVELOPMENT CO... a Delaware corporation, which shall be granted only in its sole and unfettered discretion, unless ancillary and incidental to a physician's practice of medicine:

1. An Outpatient Surgical Center
2. An Emergency Medical Center.
3. A Diagnostic Imaging Center which includes the following radiographic testing: Fluor oscopy, Plane Film Radiography, Computerized Tomography (CT), Ultrasound, Radiation Therapy, Mamography and Breast Diagnostics, Nuclear Medicine Testing and Magnetic Resonance Imaging (MRI).

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years.

Invalidation of any one of these covenants by judgment or Court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and

This instrument was prepared by
DANIEL J. LEHEVRE, LAWYER
P.O. Box 70, Winter Park, Fla. 32780

seals on this the 17th day of October, 1986.

AMERICAN MEDICORP DEVELOPMENT CO.,
a Delaware corporation

ATTEST:

BY: John O. Kroger
Assistant Secretary

BY: Michael A. Hendricks
Michael A. Hendricks
Vice President

STATE OF KENTUCKY)
COUNTY OF JEFFERSON

I HEREBY CERTIFY that on this day before me personally appeared Michael A. Hendricks and John O. Kroger respectively, Vice President and Assistant Secretary of AMERICAN MEDICORP DEVELOPMENT CO., a Delaware corporation, to me known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged its execution to be their free act and deed as such duly authorized officers; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my signature and official seal at Louisville, County of Jefferson, State of Kentucky on this the 17th day of October, 1986.

Dora A. Dewhile
Notary Public, State of Kentucky

My Commission Expires:

DORA A. DEWHILE
Notary Public, State of Kentucky
My commission expires June 23, 1989

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF FLORIDA
COUNTY OF OSCEOLA

KNOW ALL MEN BY THESE PRESENTS: THAT

This Declaration ("Declaration"), made this 3rd day of November, 1988, by AMERICAN MEDICORP DEVELOPMENT COMPANY, a Delaware corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the developer and (along with those certain Owners who have joined in the execution of this Declaration) owner of approximately 11.367 acres of real property described in Exhibit "A" attached hereto, such real property being hereinafter called and referred to as the ("Property"); and

WHEREAS, the Property has previously been submitted by Declarant to that certain Declaration of Restrictions ("Use Restrictions") dated October 7, 1986, and recorded in O.R. Book 819, Page 016, Public Records of Osceola County, Florida, to which this instrument is intended to be supplemental and complementary, and with which this instrument shall be construed in concordance; and

WHEREAS, Declarant desires to sell and/or develop the Property for medical office, commercial and other medically-related uses approved by Declarant and consistent with the Use Restrictions, and to provide and adopt a uniform plan of covenants, easements, restrictions, conditions, reservations, charges and liens designed to govern, control and preserve the values and amenities of the Property for the better development, improvement, sale and enjoyment of the Property for medical office, commercial and other medically-related uses approved by Declarant; and

WHEREAS, Declarant desires to provide for the maintenance of drainage works, retention/detention ponds, and entryway gates, and to this end desires to subject the Property to the covenants, easements, conditions, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner (hereinafter defined) of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Property, to create an Association (hereinafter defined) to which shall be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions, and levying,

PLAINTIFF'S
EXHIBIT

B

collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will incorporate the Oak Commons Medical Park Property Owners' Association, Inc., a non-profit organization created under the laws of the State of Florida, and will establish the By-Laws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, held, used, sold, leased and conveyed in accordance with and subject to the following plan of development, easements, restrictions, reservations, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon the Property and shall run with the Property and be binding on all persons now and at any time hereafter, having or claiming any right, title or interest in the Property (including a lessee's interest) or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

ARTICLE X

DEFINITIONS

Section 1 Wherever used in this Declaration, the following terms shall have the following meanings:

"ARC" shall mean and refer to the Architectural Review Committee.

"Association" shall mean and refer to Oak Commons Medical Park Property Owners' Association, Inc., its successors and assigns.

"Board" shall mean and refer to the four (4) member Board of Directors of the Association.

"Common Area" shall mean and refer to Tract "A" of the Property, together with the entryway gate areas at each end of Oak Commons Boulevard, as set forth on the plat of the Property filed in the Public Records of Osceola County, Florida.

"Declarant" shall mean American Medicorp Development Company and its designated successors and assigns. No successor or assignee of Declarant shall have any of the rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or unless such rights pass by operation of law.

"Landscaping Activities" shall mean and refer to the planting of trees, shrubs and small scale foliage or the laying of turf or grass.

"Lot" shall mean a platted lot or a defined parcel within the Property owned by an Owner.

"Owner" shall mean and refer to the legal title holder of record of any Lot in the Property, whether one or more persons or entities, and any person or entity holding legal title as trustee, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" as used in this Declaration is further defined to include and refer to the heirs, executors, personal representatives, administrators, devisees and assigns of any Owner, and all other persons, firms or corporations acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner. The term Owner does not include the Declarant.

"Plans" shall mean the Plans as described in Section 1 of Article IV hereof.

"Property" shall mean the property described in Exhibit "A" together with any additional property hereafter subjected to this Declaration by Declarant by the recording of an amendment to such effect to this Declaration.

"Public Roadway" shall mean a paved roadway constructed to provide vehicular access to more than one Lot that is constructed on a right-of-way dedicated or to be dedicated to public use.

"Restrictions" shall mean and refer to those certain covenants, conditions, reservations and restrictions hereinafter set forth.

"Signs" shall mean any structure, component, surface, fabric, flag, banner, pennant, device or display exposed to public view which bears lettered, pictorial or sculptured matter (including forms shaped to resemble any human, animal or products) designed to convey information or images visually. The term signs shall include and consist of all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. In circumstances where matter is displayed in a random or unconnected manner without organized relationship of the components, each component shall be considered a single sign.

"Use Restrictions" shall mean those restrictions upon the use of the Property set forth in that certain Declaration of Restrictions dated October 7, 1986, and recorded in O.R. Book 819, Page 016, Public Records of Osceola County, Florida, to

which this Declaration of Covenants, Conditions and Restrictions is supplemental, complementary, and concordant.

ARTICLE II

OAK COMMONS MEDICAL PARK PROPERTY OWNERS' ASSOCIATION, INC.

At such time as one hundred percent (100%) of the Property (exclusive of those portions of the Property dedicated, reserved or conveyed for streets, boulevards, drainage areas, and other public purposes) has been conveyed to parties other than Declarant (or any subsidiary or affiliated corporations of Declarant), or at such earlier date as Declarant may elect, Declarant shall establish the Association. Declarant shall have the right to assign all of its right, duties and obligations hereunder to the Association and the Association shall in such event accept such title to any and all portions of the Common Area together with other reserved or public areas and easements. Upon such establishment of the Association, the terms and provisions of this Article II shall be applicable.

Section 1. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

(a) Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single Lot. Any Owner who is delinquent in the payment of any assessment as hereinafter set forth shall not be entitled to vote during any period in which such assessments are delinquent.

(b) The Class B member shall be the Declarant and shall be entitled to a number of votes equal to the number of Class A members plus one. The Declarant's Class B membership shall continue until the Declarant no longer owns any Lots, and at such time its Class B membership shall terminate.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the

purpose of the improvement and maintenance of the Common Area, and for services and facilities devoted to this purpose, including, but not limited to, maintenance of entryway gates, entry markers, retention/detention ponds, and landscape areas related thereto, and the enforcement of restrictions upon the use of land within the Property.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or any part thereof, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided.

Section 3. Annual Assessments. In order to provide a fund to be applied for the purposes herein specified, Declarant does hereby subject the Property to an annual assessment, which assessment shall not commence until the establishment of the Association and shall be allocated among the Lots comprising the Property in the following manner: (i) a determination shall be made as to whether all Lots comprising the Property are at the time of the assessment deriving a benefit from each Common Area facility whose maintenance and upkeep is funded by the assessments, and if any Lot or Lots are not so deriving a benefit from any Common Area facility, such Lot or Lots shall not be assessed for the maintenance and upkeep of such Common Area facility; (ii) all Lots deriving benefits from the Common Area facilities shall be assessed their pro rata portion on a per-square-foot basis. For instance, a Lot that does not at the time of the assessment derive a benefit from the stormwater drainage and retention system of the Property shall not be assessed for the maintenance and upkeep of the stormwater drainage and retention system, but shall be assessed for its pro rata share of the costs of maintenance and upkeep for all other Common Area facilities from which it derives a benefit. The amount and timing for payment of such annual assessment shall be fixed by the affirmative vote of members of the Association having votes in the Association, it being intended that the Association will for each year fix the annual assessment at an amount estimated by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes herein specified.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments levied pursuant to

this Section shall be levied and assessed only upon Lots that at the time of the special assessment are deriving a benefit from the Common Area facilities for which the special assessment is levied.

Section 5. Effect of Non-Payment of Assessments--The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due and payable as specified in Section 3 hereof, then such assessment shall be delinquent and shall, together with interest thereon, attorney's fees, court costs and other costs of collection thereof, become a continuing lien on the Lot as well as the personal obligation of the then Owner. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate permitted by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot in the manner of foreclosing materialmen's liens under applicable Florida Law. No Owner may waive or otherwise avoid liability for the assessments provided for herein.

Section 6. Liens to Secure Assessments--Subordination of Lien to Mortgages. The annual and special assessments shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Owners and shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by County and State Governments or any political subdivision or special district thereon and (b) all liens, including but not limited to mortgages and other security instruments, that secure any loan for any part of the purchase price of the Lot and/or improvements placed thereon filed for record prior to the date when such charges or assessments become due and payable. No foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the personal obligations of the Owner foreclosed be extinguished by any foreclosure.

ARTICLE IV

GENERAL USE RESTRICTIONS

Section 1. ARC Approval Required. Prior to the commencement of any construction, reconstruction, alteration or addition to or of any building, improvement or other structure upon or to any Lot (whether initially or by way of addition to another building or structure), two complete sets of final drawings and specifications for the building or other structure or improvement, as hereinafter set forth (the "Plans"), shall be submitted to the ARC for its written approval; the Plans shall be

delivered to the ARC, c/o American Medicorp Development Company, 500 West Main Street, P. O. Box 1438, Louisville, Kentucky 40201-1438, Attn: Michael A. Hendricks. In reviewing the submitted Plans the ARC may consider and take into account the amount of gross leaseable building area proposed to be built by the Owner on the Lot, and may reject the Plans because the ARC considers the amount proposed to be excessive for the Lot. In addition to final drawings and specifications, the Plans shall consist of: (1) site plan showing the location of all contemplated buildings or other structures, parking areas, driveways, pedestrian walkways, service areas, loading docks (if any), drainage system, and grading plans, if necessary, as required by the ARC, (2) exterior elevations and building sections showing the design, including front, rear and side elevations together with a complete description of materials (outside walls of all buildings shall be of materials approved by the ARC and shall be selected from the following list: (i) stone, (ii) brick, (iii) pre-finished metal panels, (iv) glass, (v) concrete-precast or cast-in-place, or (vi) such other materials as the ARC may find acceptable), colors, antennas and micro-wave dishes, (3) clearing, landscaping and sprinkler system plans, (4) an exterior lighting plan, graphics and sign specifications and (5) a calculation of the gross leaseable area contained within the improvement to be constructed. For purposes of this calculation gross leaseable area shall mean gross building square footage less common areas, elevator cores, restrooms, stairwells, utility areas, and similar non-leaseable areas. The Plans shall be submitted in writing over the signature of the Owner or tenant (or his authorized agent) of the Lot and shall be accompanied by the request of such Owner, tenant or agent specifying for which part of such Plans approval is sought. Nothing herein shall be construed to require the submission of Plans for the alteration of the interior of an existing building unless such planned interior alteration will substantially change the primary use of the Lot or any portion thereof or create a greater demand for parking. The ARC shall within thirty (30) days after receipt of the Plans advise the submitting party of its approval or disapproval. In the event the ARC does not advise the party submitting the Plans by written notice given within such 30-day period of the disapproval or objection to certain features of the Plans as submitted, the approval of the ARC shall be conclusively presumed to have been given, subject, however, to the Restrictions contained herein. The aforesaid 30-day period for the ARC's review of the Plans shall not commence to run until two complete sets of all the above-described drawings, plans and specifications comprising the Plans have been received by the ARC in final form. In the event the ARC shall object to or disapprove all or any portion of the Plans, the party submitting the Plans shall cause the Plans to be modified to the extent required by the ARC and resubmit revised Plans to the ARC for approval. No construction of any kind (including clearing or grading) shall be commenced upon any Lot without the ARC's prior written approval of the Plans as set forth above. All buildings or other structures built on the

Property shall be constructed in accordance with the Plans as the same shall be finally approved by the ARC. The decision of the ARC shall be conclusive in the absence of bad faith. The ARC shall not be liable to any person under any theory or under any circumstances including, without limitation, any liability based on soundness of construction, adequacy of drawings and specifications, or otherwise by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such Plans. Every person who submits Plans to Declarant or the ARC for approval agrees, by submission of such Plans, and every Owner and tenant of any Lot agrees, by acquiring title thereto or interest therein, that it will not bring any action, proceeding or suit against Declarant or the ARC to recover any such damages. In case of conflict between the review of the Plans and the Restrictions herein contained, these Restrictions shall govern the rights and obligations of the parties. Declarant's or the ARC's approval of any building plans, specifications, Lot or landscape plans or elevations, or any other approvals or consents given by Declarant or the ARC pursuant hereto or otherwise, is given solely to protect the aesthetics of the Property and shall not be deemed a warranty, representation or covenant that such building, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of any applicable laws, rules or regulations, and Declarant and the ARC are hereby expressly released and relieved of any and all liability in connection therewith. In the event construction does not commence on a project for which Plans have been approved within one (1) year of such approval, it shall be necessary for the Owner to submit the Plans to the ARC for a renewal of this approval.

Section 2. Completion of Construction. After commencement of Construction of any improvements upon a Lot, the Owner or tenant shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner or tenant of the Lot on which improvements are being constructed shall at all times keep public and private streets contiguous to said Lot free from any dirt, garbage, trash or other debris that might be occasioned by construction of the improvement.

Section 3. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of any improvements located on a Lot and in accordance with an approved site plan. Upon completion thereof, exposed openings shall be leveled, graded and seeded, as provided in the Plans for landscaping required by Section 13 of this Article IV.

Section 4. Subdivision of Property. No Lot shall be subdivided or replatted without the prior written consent of

Declarant. If subdivided, said subparcels shall be governed by these Restrictions.

Section 5. Minimum Building Setback Lines, Buffers and Standards.

(a) General:

No part of any structure of any kind constructed upon the Property shall be placed within any right-of-way, easement or setback line other than as herein provided. The following structures and improvements are specifically excluded from these setback provisions:

- (1) Roof overhang subject to the specific approval of ARC in writing;
- (2) Steps and walks;
- (3) Paving and associated curbing, except that vehicle parking areas shall not be permitted within five (5) feet of any Lot property line abutting any street right-of-way;
- (4) Landscaping;
- (5) Planters, not to exceed two and one-half (2.5) feet in height.
- (6) Signs subject to the specific written approval of the ARC.

(b) Side and Rear Set Backs:

Setback from interior (side) and rear property lines -- the setback line is established as ten (10) feet from the rear property line of the Lot and from an interior property line of a Lot, except as otherwise provided in Sub-section (d) hereof.

(c) Street Set Backs:

The setback from street right-of-way is established as twenty (20) feet from all street right-of-way lines or proposed street right-of-way lines, whether such street right-of-way lines run along front, rear or side.

(d) Other:

(1) In the case of a Lot that is subject to governmental restrictions that are less stringent than the restrictions set forth in this Section, the ARC shall determine the required building setback lines with respect thereto in a

manner that the ARC deems to be consistent with the intentions and purposes of this Declaration, and the decision of the ARC shall be final.

(e) Minimum Open Space:

(1) Each Lot shall have no more than sixty (60%) percent of the total land area covered with buildings, storage areas, driveways and parking surfaces.

(2) The following minimum open areas surrounding the building, between facade and drives, parking or other paved areas apply:

(A) Front areas along the primary building entrance facade: 20 feet.

(B) Side areas along secondary building facades: 16 feet.

These open areas shall be landscaped subject to the approval of the ARC.

Section 6. Use Restrictions.

a. The Property is intended to be a medical office park and for uses compatible therewith and consistent with the Use Restrictions. All other land uses permitted under the City of Kissimmee zoning classifications for the Property are allowed provided the uses do not detract from the primary purpose of the Property as a medical office park, and further provided that, so long as Declarant holds title to any Lot in the Property, such other land use shall require (and can only occur with) the prior written approval of Declarant.

b. No use shall be permitted that is offensive, noxious or illegal by reason of light emissions, vibrations, odor, fumes or gas, dust, dirt or flying ash, smoke, noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness or pollution, or that is hazardous by reason of excessive danger of fire or explosion, or that violates any law or ordinance. In addition, no activity or use shall be permitted on or with respect to any part of the Property that is obnoxious to or out of harmony with other developments on the Property.

Section 7. Parking. Adequate automobile parking spaces including spaces for employee and customer/visitor parking, shall, consistent with City of Kissimmee approvals and code, be provided on-Lot and all parking areas shall be internally drained, curbed, and paved with a hard dust-free surface. All

paving materials other than asphalt shall be subject to the prior written approval of Declarant.

Section 9. Loading/Unloading. Delivery vehicle loading and unloading shall occur on-Lot only; on-street delivery vehicle loading and unloading is not permitted.

Section 9. Outside Storage or Operations. No outside storage or operations of any kind shall be permitted (except during the period of construction of improvements but subject to Section 2 of this Article) unless such activity is visually screened from public view in a manner that is architecturally compatible and is approved by the ARC by its approval of the Plans. No boats, trailers, campers, horse trailers, buses, inoperative vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any Lot unless properly screened from public view in a manner approved by the ARC by its approval of the Plans. Water towers, cooling towers, communication towers, storage tanks (including, but not limited to, those used for storage of water or propane gas), and other structures or equipment shall be architecturally compatible or effectively shielded from public view. All utility service system components, air conditioning equipment and trash pick-up stations shall be integrated with the building or screened by a fence, wall of compatible materials or landscaping and shall not be visible above such screening from any street. The method of garbage and refuse storage must be depicted on the Plans submitted to Declarant for approval. No mail boxes shall be permitted on any Lot except within the building.

Section 10. Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of a parapet wall. Ground-mounted equipment such as power transformers and air conditioning equipment shall be screened from public view by fencing or landscaping, all of which must be approved in writing by the ARC with its approval of the Plans.

Section 11. Grading and Drainage. Declarant has established a master drainage plan for the Property approved by the City of Kissimmee. Construction upon any Lot shall be performed in a manner not to alter, modify, or diminish the effectiveness of the master drainage plan for such Lot or any other Lots in the Property. Care shall be taken not to cause damage to adjacent properties during construction or after completion of improvements on any Lot. Grading of the Lot shall be done with minimum damage to existing trees on such Lot. It shall be the responsibility of the Owner or tenant to provide for the maintenance of all on Lot drainage facilities and structures, except as otherwise expressly provided for herein. The Owner or tenant agrees to indemnify, defend and hold harmless Declarant

and the Association from and against any liabilities, claims, damages, costs (including court costs and attorneys' fees) or loss occasioned by injury arising from, relating to or because of the drainage facilities.

Section 12. Underground Utilities. Except as hereinafter specified, no pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained (outside of any building) by any Owner above the surface of the ground within any Lots. Notwithstanding the foregoing, Declarant, but no other Owner, may grant easements for and cause temporary and permanent overhead electricity lines and supporting structures to be installed on the Property solely for the purpose of providing service to same.

Section 13. Landscaping Activities.

a. The entire area of every Lot containing a building shall be landscaped in accordance with the unrecorded Master Landscape Plan prepared by Declarant, except for areas covered by such buildings and for paved areas. The natural beauty of the Property will be enhanced by the preservation of as many native trees as reasonably possible, especially along Lot boundaries, parking and landscaped areas. The landscape plan submitted to Declarant for approval as part of the Plans shall indicate such things as the preservation of native trees, the planting of trees, shrubs and grass and installation of earth berms and screens. Any changes in the landscaping must have the prior written approval of Declarant.

b. The Owner or tenant of any Lot or any portion thereof shall at all times keep on-Lot landscaping in a neat and orderly condition and shall mow lawns and trim hedges, water when needed, and remove weeds from planted areas. Should any Owner or tenant fail to remedy any deficiency in the maintenance of landscaping within thirty (30) days after written notice thereof, Declarant or the Association hereby expressly reserves the right, privilege and license to make any and all corrections or improvements in landscape maintenance at the sole cost and expense of such Owner or tenant. Such cost and expense together with interest accrued thereon at the highest rate allowed by law from the date of disbursement to the date of payment shall be paid to Declarant or the Association upon written demand. If not paid within fifteen (15) days after demand, then such cost, interest and expense shall become a lien upon the Lot upon the recordation by Declarant or the Association or its agent of a claim of lien setting forth the amount due, the description of the Lot intended to be encumbered and referring to the terms of this Section. Said lien shall secure all cost of collection, including, without limitation, court costs and fees upon appeal. Said lien may be foreclosed in the same manner as a mortgage upon real estate, or Declarant, without waiving the right of

foreclosure, may pursue collection directly against the affected Owner or tenant. Notwithstanding the foregoing, said lien shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by County and State Governments or any political subdivision or special district thereof and (b) all liens, including but not limited to, mortgages and other security instruments that secure any loan for any part of the purchase price of the Lot and/or improvements placed thereon filed for record prior to the date when such charges or assessments become due and payable. No foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed by extinguished by any foreclosure.

c. The Owner or tenant of the Lot or any portion thereof shall be responsible for the installation of all landscaping and irrigation in accordance with Section 13. This landscaping shall conform to the Plans submitted to and approved by Declarant (or the ARC).

d. Landscaping shall comply with the requirements of the Master Landscape, Signage, and Lighting Plan established by Declarant.

Section 14. Exterior Illumination. All exterior illumination shall comply with the requirements of the Master Landscape, Signage, and Lighting Plan established by Declarant.

Section 15. Signage. All signage shall comply with the requirements of the Master Landscape, Signage, and Lighting Plan established by Declarant.

Section 16. Temporary Structures. No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Lot without the prior written approval of the ARC. All temporary structures used for construction purposes must receive approval by the ARC with regard to location and appearance and must be removed promptly upon completion of construction. In no event may any such temporary structures be located or stored on any Public Roadway.

Section 17. ARC Deviations. The ARC or its assignee, at its sole discretion, is hereby authorized and empowered to grant reasonable waivers and variances from the provisions of the Restrictions (including set back and floor area ratio limitations) and the Master Landscape, Signage, and Lighting Plan or any portion thereof; provided, however, that said waivers and variances shall not materially injure any of the Property. Such approvals must be granted in writing and no variance shall constitute a waiver of any provision of the Restrictions or Plan as applied to any other person or property, nor shall the

granting of a waiver or variance to one Owner entitle another Owner to receive a similar waiver or variance.

Section 18. Access. Access to each Lot shall be limited to not more than two (2) points unless the Owner receives the prior written approval of the ARC.

Section 19. Replat and Rezoning. No Owner shall plat or replat any portion of the Property, or petition for consent to or request rezoning of any portion of the Property unless agreed to in writing by the Declarant.

Section 20. Sidewalks. Concurrent with the construction of facilities of a given Lot, the Owner shall construct paved sidewalks within the roadside pedestrian easement or adjoining dedicated road rights-of-way throughout the full length of the Owner's frontage abutting the roadway. Sidewalks shall be constructed of concrete (non-colored) and given a broom finish with tooled control joints. Sidewalks shall be four (4) feet in width. The Owner's architect or engineer may determine the alignment of sidewalks within the Owner's area of responsibility so long as the sidewalk does not encroach any closer than four (4) feet from the back of public roadway, curbing, and proper alignment connections are made at the Owner's side property lines to insure alignment continuity with adjoining Lots. Suggested sidewalk layout will be provided by the Declarant prior to the start of the Owner's preliminary site planning efforts. The Declarant will assist in the coordination of sidewalk-layout continuity with adjoining Lots. The Owner shall maintain and repair all sidewalks at all times.

Section 21. Antennae. No antennas for receipt or transmission of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot without the prior written approval of Declarant.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

The ARC shall be composed of three (3) individuals designated by Declarant. The members of the ARC shall be appointed by Declarant for a one-year term; Declarant may reappoint an individual for any number of one-year terms. One member of the ARC shall be an Owner of a Lot (other than Declarant). Declarant shall have the right to remove the members appointed by it any time and to appoint new members to the ARC in the event of removal, death, incapacity or resignation of a member appointed to it. Declarant may assign its right to appoint the ARC to the members of the Board of Directors of the Association, and the ARC shall have the right to assign all of its duties and rights hereunder to the Board of the Association at any time. Any

action by the ARC shall require the approval of at least two members of same. Until another address for the ARC is placed upon public record in Osceola County, Florida, by Declarant or the ARC, all Plans, notices or other materials to be sent to Declarant shall be addressed to American Modicorp Development Company, 500 West Main Street, P. O. Box 1438, Louisville, Kentucky 40201-1438, Attn: Michael A. Hendricks.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Maintenance. The Owner or tenant of any Lot shall have the duty of and responsibility for keeping the Lot, premises, building, improvements, appurtenances and landscaping in a well-maintained, safe, clean and attractive condition at all times and comply in all respects with all government, health, fire and police requirements and regulations and shall remove at its own expense any rubbish that may accumulate on its Lot or any part thereof. Without limiting the generality of the foregoing, in the event of damage to any improvements on any Lot or any Lot itself as a result of condemnation, casualty or other occurrence, the Owner and tenant, if any, of such Lot shall immediately clean such Lot and, if appropriate, raze the improvements on such Lot damaged by such occurrence. If, in the opinion of Declarant, or the ARC on behalf of the Association, any such Owner or tenant is failing in this duty and responsibility, then Declarant or the ARC on behalf of the Association may elect to give notice of such fact to such Owner or tenant which shall, within ten (10) days of such notice, undertake the care and maintenance required to restore said Owner's or tenant's Lot to a well-maintained, safe, clean and attractive condition. Should any such Owner or tenant fail to fulfill this duty and responsibility or any other of the aforesaid specifications and requirements after such notice, Declarant or the ARC on behalf of the Association shall have the right and power to enter upon the Lot and perform such care and maintenance or perform such acts necessary to cause compliance with the aforesaid specifications and requirements, and the Owner or tenant shall be liable for the cost thereof. Said cost shall bear interest from date of disbursement until paid at the highest rate allowed by law and shall be paid by such Owner or tenant to Declarant within fifteen (15) days after receipt of notice of the amount due. If such Owner or tenant shall fail to reimburse the entity performing the work or Declarant, the amount of such charge and interest thereon shall constitute a lien upon the Lot enforceable as any other lien upon the recordation by Declarant or its agent of a claim of lien setting forth the amount due, a description of the Lot intended to be encumbered and referring to the terms of this Section. Said lien shall also secure all cost of collection, including, without limitation, court costs and attorneys' fees (including costs and fees upon appeal). Said lien may be foreclosed in the same manner as a mortgage upon real

estate, or Declarant, without waiving the right of foreclosure, may pursue collection directly against the affected Owner or tenant. Notwithstanding the foregoing, said lien shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by County or State Governments or any political subdivision or special district thereof and (b) all liens, including but not limited to mortgages and other security instruments, that secure any loan for any part of the purchase price of the Lot and/or improvements placed thereon filed for record prior to the date when such charges or assessments become due and payable. No foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed be extinguished by any foreclosure.

Section 2. Duration. These Restrictions shall remain in full force and effect until January 1, 2009, and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of five (5) years each, unless modified or terminated in the manner set forth in Article VII, Section 2 hereof.

Section 3. Modification or Termination.

a. These Restrictions may be modified at any time in any particular or terminated in their entirety by the recording in the Public Records of Osceola County, Florida, of an instrument modifying or terminating these Restrictions, signed by Owners representing two-thirds (2/3) of the total number of Lots in the property; provided, however, that so long as Declarant owns any part of the Property, no such modification or termination shall be effective without the written approval of Declarant. The proposed amendment may be instituted by Declarant, the Association once activated, or by petition signed by fifteen (15%) per cent of the Owners then encompassed by this Declaration. A written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than one hundred twenty (120) days prior to the designated meeting to discuss such particular amendment. Such notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have the full right to rely upon said recitation in such recorded amendment.

b. Declarant reserves and shall have the sole right (i) to amend these Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (ii) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the affected land or Lot that do not

lower standards of these Restrictions; and (iii) to release any Lots from any part of these Restrictions that have been violated (including, without limitation, violations of the building restriction lines and provisions hereof related thereto) if Declarant, in its sole judgment, determines such violation to be a minor or unsubstantial violation.

C. At its sole discretion, Declarant may add additional property of similar intended use and lying in the general areas of the Property to the encumbrance of this Declaration at any time after the date this Declaration is recorded. Such annexation shall be effective on the recordation by Declarant of an amendment to this Declaration describing the property to be annexed, specifically referring to the Declaration and providing for such annexation. Said amendment may contain such additional covenants and restrictions as to the property annexed as shall be appropriate in the sole discretion of Declarant to reflect the differing character of the property to be annexed and the plan of development for that property; provided, however, that such amendment shall not act to amend these Restrictions except in conformity with the terms hereof. No Owner or Association need execute said Amendment for it to be effective. Once annexed, the annexed land should be subject to and governed by these Restrictions; provided, however, nothing contained herein shall be construed as requiring Declarant to annex any additional property or develop any adjacent properties owned by Declarant in any particular manner.

Section 4. Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Declaration shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given or served and shall be effective upon being personally delivered or upon being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the other party at the known address of such other party or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt.

Section 5. Right of Entry. During reasonable hours and subject to reasonable security requirements, Declarant, the ARC, the Association, and their authorized representatives shall have the right to enter any Lot, but not the inside of buildings, for

the purpose of ascertaining whether the Restrictions have been or are being complied with. Authorized personnel of the Association performing outside lawn and landscape maintenance shall also have such right of entry. Any such entry shall constitute an authorized entry and Declarant, the Association or their agents and representatives shall not be deemed guilty of trespass by reason thereof.

Section 6. Violation of Restrictions. These restrictions shall be construed as covenants running with the land and shall inure to the benefit of, be binding upon, and enforceable by Declarant, the Association or any Owner. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the Owner of any Lot or by Declarant or by the Association. If Declarant, the Association or any owner shall seek to remedy a violation of these Restrictions through obtaining an order from a court of competent jurisdiction enabling it to enter upon the portion of the Lot upon or as to which such violation exists, and shall summarily abate or remove the same, then in such event the Owner committing such violation shall pay on demand the cost and expense of such abatement or removal, which shall include attorneys' fees and other costs (including fees and costs upon appeal) in connection with seeking the court order, together with interest thereon at the highest rate allowed by law from date of disbursement to date of recovery. Payment not made within fifteen (15) days after demand shall become a lien upon the Lot upon which the violation had occurred upon the recordation by Declarant or its agent of a claim of lien setting forth the amount due, the description of the Lot intended to be encumbered and referring to the terms of this Section. Said lien shall also secure all costs of collection including, without limitation, court costs and attorneys' fees (including costs and fees upon appeal). Said lien may be foreclosed in the same manner as a mortgage upon real estate, or Declarant, without waiving the right of foreclosure, may pursue collection directly against the affected Owner. Notwithstanding the foregoing, said lien shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments levied by County and State Governments or any political subdivision or special district thereof and (b) all liens, including but not limited to mortgages and other security instruments, that secure any loan for any part of the purchase price of the Lot and/or improvements placed thereon filed for record prior to the date when such charges or assessments become due and payable. No foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed be extinguished by any foreclosure. The failure of any person entitled to enforce any of these Restrictions to enforce the same

shall in no event be deemed a waiver of the right to enforce these Restrictions thereafter nor shall any liability attach to Declarant or any other organization or individual for failure to enforce the Restrictions.

Section 7. Validity of Declaration. Invalidation of one or more of the covenants, conditions, reservations, or restrictions herein contained by judgment or court order or otherwise, shall in no way affect any other of the covenants, conditions, reservations or restrictions which shall continue and remain in full force and effect.

Section 8. Good Faith Lenders Clause. Any violation of these Restrictions shall not affect any lien, mortgage or security deed of record held in good faith, upon any Lot or any part thereof, which lien may be enforced in due course, subject to the covenants, conditions, reservation, and restrictions contained herein.

Section 9. Conflict with Deeds of Conveyance. If any part of these Restrictions shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall control to the extent of such conflict.

Section 10. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular paragraph to which they refer.

Section 11. Assignment of Declarant's Rights and Duties. Any and all rights, powers, duties and reservations of Declarant herein contained may be assigned to any person, corporation, partnership or association including, without limitation, the Association, which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation, partnership or association's evidencing its consent in writing to accept such assignment and assume such duties, he or its shall, to the extent of such assignment, have the same rights, powers, duties and reservations and be subject to the same obligations as are given and assumed by Declarant herein.

Section 12. Constructive Notice and Acceptance. Every person, corporation, partnership or organization, who now or hereafter owns or acquires any right, title or interest in or to any Lot, any portion of a Lot or the property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person, corporation, partnership or

organization acquires such right, title or interest in and to said Lot, the Property or any portion of either.

Section 13. Withdrawal of Land from the Restriction. The Declarant may, but shall have no obligation to, withdraw at any time and from time to time portions of land that have not been sold to an Owner from the effect of these Restrictions by filing in the Public Records of Osceola County, Florida, a supplementary declaration with respect to the lands withdrawn, without the consent or joinder of the Owners and/or mortgagees of land in the subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of November, 1988.

AMERICAN MEDICORP DEVELOPMENT COMPANY

By: Michael J. Hendricks
President

FILED, RECORDED AND
RECORD VERIFIED
WILLIAMS, JR., CLK. CIR. CT
OSCEOLA COUNTY
BY [Signature] D.C.

(CORPORATE SEAL)

Attest: Joan O. Kroger
Asst. Secretary

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 3rd day of November, 1988, by MICHAEL A. HENDRICKS and JOAN O. KROGER, as VICE President and ASST. Secretary, respectively, of American Medicorp Development Company, a Delaware corporation, on behalf of the corporation.

(NOTARIAL SEAL)

Linda A. Miller
Notary Public
My commission expires:
Notary Public, State of Large, KY.
My commission expires Jan. 4, 1992

880057623

1988 NOV 14 PM 2:02

DESIGNATION OF SUCCESSOR IN INTEREST

OSCEOLA REGIONAL HOSPITAL, INC., a Florida corporation, W. Main Street, Louisville, Kentucky 40202, as of March 31, 1994, became the successor in interest to AMERICAN MEDICORP DEVELOPMENT CO., a Delaware corporation, P.O. Box 740033, Louisville, Kentucky 40201-7433 to all duties and obligations contained in the restrictions, declarations, covenants and any first rights of refusal which appear in the Public Records of Osceola County, Florida, affecting the following property:

All of Oak Commons Medical Park, as recorded in Plat Book 5, Page 128, Public Records of Osceola County, Florida.

Signed, sealed and delivered in the presence of:

Kate Morrison
Witness
David J. Malone, Jr.
Witness

AMERICAN MEDICORP DEVELOPMENT CO., a Delaware corporation

BY: David J. Malone, Jr.

~~TENNESSEE~~
~~STATE OF KENTUCKY~~
~~COUNTY OF JEFFERSON~~
DAVIDSON

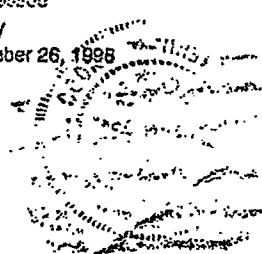
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared David J. Malone, Jr. Vice President of American Medicorp Development Company, a Delaware corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, 1995.

Helen W. Cook
Notary Public, State of ~~Kentucky~~ Tennessee
My Commission Expires: Tennessee
HELEN W. COOK
Notary Public, State of Tennessee
Qualified in Davidson County
Commission Expires September 26, 1998

This instrument prepared by:

Daniel J. LeFevre, Lawyer
1491 W. Fairbanks Avenue
P.O. Box 70
Winter Park, Florida 32790
(407) 647-3975





CITY OF KISSIMMEE
ZONING VERIFICATION LETTER
APPLICATION

The City of Kissimmee zoning letter is a document which informs property owners, lenders and potential buyers of zoning laws related to the particular property based on the City's current zoning. Dependent upon the information requested, letters can be provided in two different formats.

Please select type:

A Standardized Zoning letter will provide the future land use and zoning classifications, to any applicable zoning and development standards, and property ownership information. A fee is required at time of submittal and requires a minimum of two business days to complete.

A Customized Zoning letter includes all those items within the standardized zoning letter plus additional information requested. A \$50 fee is required at time of submittal and requires a minimum of five business days to complete.

If Customized was selected, within the space below or on separate sheet, provide additional information and any special instructions to be researched:

Medical office
Out Patient Surgical center

Contact Information:

Contact Name: MARY Hortins
Phone #: 407-897-6700 | E-mail or Fax: 407-897-6700

Address of subject property:

Address: 610 Oak Commons Blvd | Zip Code
Parcel ID#:

Name & address of person to whom letter should be addressed:

Name: Jenna Tash
1 [unclear] at [unclear] [unclear]





AHCA USE ONLY:

File #: 13960133
 Application #: 1360
 Check #: 50354
 Check Amt: 345.05
 Batch #: 101000319

13
 NA
 I

Under the authority of Chapters 408 Part II, and 390 Florida Statutes (F.S.), and Chapters 59A-35 and 59A-9, Florida Administrative Code (F.A.C.), an application is hereby made to operate an abortion clinic as indicated below:

1. Provider / Licensee Information

A. Provider Information - please complete the following for the abortion clinic name and location. Provider name, address and telephone number will be listed on <http://www.myflorida.com>.

License # (for renewal & change of ownership applications)	National Provider Identifier (NPI) (if applicable)		
Name of <i>Abortion Clinic</i> (include fictitious name, if applicable) Planned Parenthood of Greater Orlando, Inc.			
Street Address 610 Oak Commons Blvd.			
City Kissimmee	County Osceola	State FL	Zip 34741
Telephone Number 407.246.1788	Fax Number 321.299.1041	E-mail Address	Provider Website www.pppo.org
Mailing Address or <input type="checkbox"/> Same as above (All mail will be sent to this address) 726 S. Tampa Ave.			
City Orlando	State FL	Zip 32805	
Contact Person for this application Nicole Virtue		Contact Telephone Number 407.246.1788 ext. 108	
Contact e-mail address or <input type="checkbox"/> Do not have e-mail nicole.virtue@ppgo.org		NOTE: By providing your e-mail address you agree to accept e-mail correspondence from the Agency.	

B. Licensee Information - please complete the following for the entity seeking to operate the abortion clinic.

Licensee Name (may be same name as listed in above) Planned Parenthood of Greater Orlando, Inc.	Federal Employer Identification Number (EIN) 593092996
Mailing Address or <input type="checkbox"/> Same as above 610 Oak Commons Blvd.	
City Kissimmee	State FL
Zip 34741	
Telephone Number 407.246.1788	Fax Number 321.299.1041
E-mail Address	
Description of Licensee (check one):	
<input type="checkbox"/> For Profit <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Not for Profit <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Religious Affiliation <input type="checkbox"/> Other
	<input type="checkbox"/> Public <input type="checkbox"/> State <input type="checkbox"/> City/County <input type="checkbox"/> Hospital District

RECEIVED
 FEB 07 2014
 Central Systems Management Unit

2. Application Type and Fees



Indicate the type of application with an "X." **Applications will not be processed if all applicable fees are not included.** Pursuant to subsection 408.805(4), Florida Statutes, fees are nonrefundable. Renewal and Change of Ownership applications must be received 60 days prior to the expiration of the license or the proposed effective date of the change to avoid a late fine. If the renewal application is received by the Agency less than 60 days prior to the expiration date, it is subject to a late fee as set forth in statute. The applicant will receive notice of the amount of the late fee as part of the application process or by separate notice.

- Initial licensure
 Is this application to reactivate an expired license? YES NO

If yes, please provide the name of the agency (if different), the EIN # and the year the prior license expired or closed:

NAME:	EIN #	Year Expired/Closed:
-------	-------	----------------------

- Renewal licensure
 Change of ownership, proposed effective date: _____
 Change during licensure period proposed effective date: _____
 Name/address change of the provider
 Change in Administrator or Financial Officer (No fee required)

Action	Fees	Total Fees
LICENSE FEE (Initial, Renewal and Change of Ownership): <input type="checkbox"/> License Fee Exemption (County or Municipal Government pursuant to 390.014(4), F.S.) = \$ 0.00	\$545.05	\$ 545.05
Change During Licensure Period/Replacement License	\$ 25.00	\$
Biennial Assessment (Renewal applications only)	\$300.00	\$
Late fee, if applicable	Contact licensure unit for details.	\$
Other: _____		\$
TOTAL FEES INCLUDED WITH APPLICATION:		\$ 545.05

3. Controlling Interests of Licensee

AUTHORITY:

Pursuant to section 408.806(1)(a) and (b), Florida Statutes, an application for licensure must include: the name, address and Social Security number of the applicant and each controlling interest, if the applicant or controlling interest is an individual; and the name, address, and federal employer identification number (EIN) of the applicant and each controlling interest, if the applicant or controlling interest is not an individual. Disclosure of Social Security number(s) is mandatory. The Agency for Health Care Administration shall use such information for purposes of securing the proper identification of persons listed on this application for licensure. However, in an effort to protect all personal information, do not include Social Security numbers on this form. All Social Security numbers must be entered on the Health Care Licensing Application Addendum, AHCA Form 3110-1024.

DEFINITIONS:

Controlling interests, as defined in subsection 408.803(7), Florida Statutes, are the applicant or licensee; a person or entity that serves as an officer of, is on the board of directors of, or has a 5-percent or greater ownership interest in the applicant or licensee; or a person or entity that serves as an officer of, is on the board of directors of, or has a 5-percent or greater ownership interest in the management company or other entity, related or unrelated, with which the applicant or licensee contracts to manage the provider. The term does not include a voluntary board member.

RECEIVED

FEB 07 2014

Central Systems
 Management Unit

In Sections A and B below, provide the information for each individual or entity (corporation, partnership, association) with 5% or greater ownership interest in the licensee. Attach additional sheets if necessary.

A. Individual and/or Entity Ownership of Licensee

FULL NAME OF INDIVIDUAL or Entity	PERSONAL OR BUSINESS ADDRESS	TELEPHONE NUMBER	(No. SSNs)	PERCENTAGE OWNERSHIP
Planned Parenthood of Greater Orlando, Inc.	726 S. Tampa Ave., Orlando, FL 32805	407.246.1788	593092996	100%

B. Board Members and Officers of Licensee (Excludes Voluntary Board Members)

TITLE	FULL NAME	PERSONAL OR BUSINESS ADDRESS	TELEPHONE NUMBER
Director/CEO	Jenna Tosh	726 S. Tampa Ave., Orlando, FL 32805	407.246.1788
President	Jenna Tosh	726 S. Tampa Ave., Orlando, FL 32805	407.246.1788
Vice President			
Secretary			
Treasurer			
Other:			

4. Management Company Control

Does a company other than the licensee manage the licensed provider?

If NO, skip to section 5 – *Required Disclosure*

If YES, provide the following information:

Name of Management Company		EIN (No SSNs)	Telephone Number / Fax	
Street Address		E-mail Address		
City	County	State	Zip	
Mailing Address or <input type="checkbox"/> Same as above				
City		State	Zip	
Contact Person	Contact E-mail	Contact Telephone Number		

RECEIVED

FEB 07 2014

Central Systems
Management Unit

In Sections A and B below, provide the information for each individual or entity (corporation, partnership, association) with 5% or greater ownership interest in the management company. Attach additional sheets if necessary.

A. Individual and/or Entity Ownership of Management Company *N/A*

NAME OF INDIVIDUAL OR ENTITY	PERSONAL OR BUSINESS ADDRESS	TELEPHONE NUMBER	PERCENTAGE OWNERSHIP INTEREST

B. Board Members and Officers of Management Company (Excludes Voluntary Board Members) *N/A*

TITLE	FULL NAME	PERSONAL OR BUSINESS ADDRESS	TELEPHONE NUMBER
Director/CEO			
President			
Vice President			
Secretary			
Treasurer			
Other:			

5. Required Disclosure

The following disclosures are required:

A. Pursuant to subsection 408.809(1)(d), F.S., the applicant shall submit to the agency a description and explanation of any convictions of offenses prohibited by Sections 435.04 and 408.809(5), F.S., for each controlling interest.

Has the applicant or any individual listed in sections 3 and 4 of this application been convicted of any level 2 offense pursuant to subsection 408.809(1)(d), Florida Statutes? (These offenses are listed on the Affidavit of Compliance with Background Screening Requirements, AHCA Form #3100-0008.) YES NO

If yes, enclose the following information:

- The full legal name of the individual and the position held.
- A description/explanation of the conviction(s) - If the individual has received an exemption from disqualification for the offense, include a copy.

B. Pursuant to Section 408.810(2), F.S., the applicant must provide a description and explanation of any exclusions, suspensions, or terminations from the Medicare, Medicaid, or federal Clinical Laboratory Improvement Amendment (CLIA) programs.

Has the applicant or any individual listed in Sections 3 and 4 of this application been excluded, suspended, terminated or involuntarily withdrawn from participation in Medicare or Medicaid in any state? YES NO

If yes, enclose the following information:

- The full legal name of the individual and the position held
- A description/explanation of the exclusion, suspension, termination or involuntary withdrawal.

RECEIVED

FEB 07 2014

Central Systems Management Unit

C. Pursuant to Section 408.815(4), F.S., does the applicant or any controlling interest in an applicant have any of the following:

YES NO Convicted of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a felony under chapter 409, chapter 817, chapter 893, 21 U.S.C. ss. 801-970, or 42 U.S.C. ss. 1395-1396, Medicaid fraud, Medicare fraud, or insurance fraud, within the previous 15 years prior to the date of this application;

YES NO Terminated for cause from the Medicare program or a state Medicaid program, have not been in good standing with the Medicare program or a state Medicaid program for the most recent 5 years and the termination occurred at least 20 years before the date of this application.

6. Provider Fines and Financial Information

Pursuant to subsection 408.831(1)(a), Florida Statutes, the Agency may take action against the applicant, licensee, or a licensee which shares a common controlling interest with the applicant if they have failed to pay all outstanding fines, liens, or overpayments assessed by final order of the agency or final order of the Centers for Medicare and Medicaid Services (CMS), not subject to further appeal, unless a repayment plan is approved by the agency.

Are there any incidences of outstanding fines, liens or overpayments as described above? YES NO

If yes, please complete the following for each incidence (attach additional sheets if necessary):

Amount: \$ _____ assessed by: Agency for Health Care Administration CMS

Date of related inspection, application or overpayment period if applicable: _____

Due date of payment: _____

Is there an appeal pending from a Final Order? YES NO

Please attach a copy of the approved repayment plan if applicable.

7. Procedure / Director / Hospital Information

PROCEDURES PERFORMED (check all that apply):

- First Trimester Abortions (the first 12 weeks of pregnancy)
 Second Trimester Abortions (the portion of the pregnancy following the 12th week through the 24th week)

DESIGNATED MEDICAL DIRECTOR:		FLORIDA MEDICAL LICENSE NUMBER:	
MEDICAL DIRECTOR HAS: <input type="checkbox"/> Admitting privileges and/or <input type="checkbox"/> A transfer agreement With the following hospital:			
Hospital Street Address		Telephone Number	
City	County	State	Zip

RECEIVED

FEB 07 2014

Central Systems
Management Unit

8. Personnel

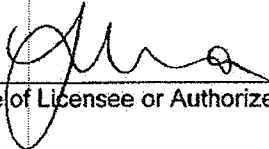
Administrative Personnel:

	NAME	PHONE	EMAIL
Administrator/Facility Manager	Nicole Virtue	407.246.1788	nicole.virtue@ppgo.org
Financial Officer	Maurice VanVeld	407.246.188	Maurice.vanveld@ppgo.org

9. Affidavit

I, Jenna Tosh, hereby swear or affirm, under penalty of perjury, that the statements in this application are true and correct. As administrator or authorized representative of the above named provider/facility, I hereby attest that all employees required by law to undergo Level 2 background screening have met the minimum standards of sections 435.04, and 408.809(5), Florida Statutes (F.S.) or are awaiting screening results.

In addition, I attest that all employees subject to Level 2 screening standards have attested to meeting the requirements for qualifying for employment and agree to inform me immediately if arrested for or convicted of any of the disqualifying offenses while employed here as specified in subsection 435.04(5), F.S.


Signature of Licensee or Authorized Representative

President & CEO
Title

2/3/14
Date

RETURN THIS COMPLETED FORM WITH FEES AND ALL REQUIRED DOCUMENTS TO:

AGENCY FOR HEALTH CARE ADMINISTRATION
HOSPITAL AND OUTPATIENT SERVICES UNIT
2727 MAHAN DR., MS 31
TALLAHASSEE FL 32308-5407

Questions?

Review the information available at <http://ahca.myflorida.com/> or contact the Hospital & Outpatient Services Unit at (850) 412-4549

RECEIVED

FEB 07 2014

Central Systems
Management Unit