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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**SUPPLEMENTAL DECLARATION TO THE CENTRAL MOUNT PLEASANT
MIXED-USE DECLARATION FOR UNIVERSITY MEDICAL ASSOCIATES
OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA**

THIS SUPPLEMENTAL DECLARATION TO THE CENTRAL MOUNT PLEASANT MIXED-USE DECLARATION FOR UNIVERSITY MEDICAL ASSOCIATES OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA (hereinafter referred to as this "Supplemental Declaration") is made as of this 30th day of March, 2010, by **HASSELL TRACT ASSOCIATES, LLC**, a South Carolina limited liability company organized and existing under the laws of South Carolina (hereinafter referred to as "**Declarant**"). Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Declarations, as that term is defined below.

RECITALS:

WHEREAS, Declarant previously executed the Central Mount Pleasant Master Development Declaration, dated March 30, 2010, and recorded April 1, 2010, in Book 0114 at Page 972 in the Office of the Register of Mesne Conveyance of Charleston County, South Carolina (hereinafter referred to as the "**Master Declaration**");

WHEREAS, the Master Declaration creates a governance structure and a system of standards and procedures for the development, expansion, administration, maintenance, preservation and imposes certain restrictions, conditions, and limitations on the "**Central Mount Pleasant Development**," which is described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**");

WHEREAS, the Master Declaration provides for the recording of a Mixed-Use Development Declaration which is dated March 30, 2010, and recorded March 1, 2010, in Book 0114 at Page 977 in the Office of the Register of Mesne Conveyance of Charleston County, South Carolina, (hereinafter referred to as the "**Mixed-Use Declaration**" and together with the Master Declaration hereinafter referred to collectively as the "**Declarations**"), and its purpose is to establish specific declarations, conditions, and restrictions for the governance of the Mixed-Use portion of the Property, which is described in Exhibit B attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Mixed-Use Property**");

WHEREAS, Declarant is contemporaneously conveying to University Medical Associates of the Medical University of South Carolina, a South Carolina nonprofit corporation (hereinafter referred to as "**UMA**," such term includes UMA's successors and assigns and all other parties hereafter having an interest in any portion of the Supplemental Property and all parties claiming by, through, or under UMA) the land, which is a part of the Mixed-Use Property, which is described in Exhibit C attached hereto and incorporated herein by this reference (hereinafter referred to as the

“Land”) and UMA plans to construct a medical office building and any related improvements thereon (the Land, together with any improvements thereon, shall be hereinafter referred to collectively as the “Supplemental Property”); and

WHEREAS, as a condition to and in conjunction with the purchase of the Land, Declarant agreed to record this Supplemental Declaration pursuant to Article II, Section 2.10 of the Mixed-Use Declaration and encumber the Supplemental Property and the Mixed-Use Property by certain covenants, rights, and restrictions and to grant certain exclusive rights to UMA within the Mixed-Use Property pursuant to the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of Five and No/100 (\$5.00) Dollars, the above set forth premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant is executing this Supplemental Declaration in order to subject the Mixed-Use Property and the Supplemental Property to the covenants, rights, and restrictions contained herein.

SUPPLEMENTAL DECLARATION

Article I.

Property Subjected to Rights and Covenants

1.1 **Property.** Declarant sets forth, clarifies, grants, and modifies certain rights and conditions, covenants, or limitations which apply to the Mixed-Use Property for the benefit of the Supplemental Property in this Supplemental Declaration.

1.2 **Covenants and Rights to Run with the Land.** UMA hereby declares that the Mixed-Use Property shall be held, sold, and conveyed subject to the easements, restrictions, covenants, rights and conditions of the Declarations and this Supplemental Declaration (except to the extent of any conflict between the provisions of the terms of such documents, as addressed below), which shall run with the Land and which shall be binding upon all parties having any right, title, or interest in the Mixed-Use Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

Article II.

Special Rights, Limitations, Covenants

2.1 **Exclusive Rights.**

a. **UMA’s Right to Provide Exclusive Services.** Declarant grants to UMA and any of its lessee, successors, or assigns, the exclusive rights to provide the following services within the Mixed-Use Property: urology, dermatology, psychology/substance abuse, family medicine, internal medicine, orthopedics, pathology, radiation/oncology, pediatrics, radiology, anesthesia, otolaryngology, obstetrics/gynecology, ophthalmology, neurology, general surgery, surgical subspecialties, “urgent care”, medical diagnostic imaging (which exclusive right shall

be limited to applications in support of Exclusive Services, as such term is defined below), and physician-supervised physical therapy and rehabilitation (hereinafter referred to collectively as the "Exclusive Services"). Further, Declarant agrees not to convey to, lease, rent, or occupy itself any part of the Mixed-Use Property for the purpose of allowing such Exclusive Services to be rendered by Declarant or any third party other than UMA and/or its successors, lessees, or assigns.

The right to provide exclusive services shall be subject to the following:

(i) The right to provide Exclusive Services shall terminate twenty (20) years from the date of this Supplemental Declaration, unless extended by the Mixed-Use Association;

(ii) The right to provide Exclusive Services shall terminate in the event UMA sells, transfers, or conveys the Land or any improvements on the Land to a party other than an Affiliated Party (as defined below);

(iii) The right to provide Exclusive Services shall terminate within five (5) years from the date of this Supplemental Declaration if occupancy by UMA or one or more Affiliated Parties (as defined below) of the initial facility constructed on the Land is below fifty (50%) percent;

(iv) If at any time after five (5) years from the date of this Supplemental Declaration, the Certificate of Need, or any subsequent revisions to the Certificate of Need pertaining to the Land prevents UMA or an Affiliated Party (as defined below) from practicing one or more of the services listed within the Exclusive Services, those practice areas shall be permanently removed from the list of Exclusive Services; and

(v) If at any time after five (5) years from the date of this Supplemental Declaration, any service listed within the Exclusive Services is not provided by UMA or an Affiliated Party at its facilities on the Land for a period of twelve (12) consecutive months, such practice areas shall be permanently removed from the list of Exclusive Services.

b. UMA Not Subject to Other Exclusives Granted within the Master Declaration. Declarant herein declares that the Supplemental Property, so long as it is owned by UMA, or its affiliate, shall not be made subject to any exclusives granted by Declarant to any third party within the Development (as defined in the Master Declaration) which would in any way prohibit or limit UMA's right to engage in any of the Contemplated Uses on the Supplemental Property. For purposes hereof, the term "Contemplated Uses," shall include the following: medical office (including, but not limited to, those offering services or treatment for urology, dermatology, psychology/substance abuse, family medicine, internal medicine, orthopedics, pathology, radiation/oncology, pediatrics, radiology, anesthesia, otolaryngology, obstetrics/gynecology, eye care/ophthalmology, neurology, general surgery, and surgical subspecialties), "urgent care", medical diagnostic imaging, group/physician

practices (either independent or part of a bigger group), physical therapy, rehabilitation, pharmacies, medical administration, and associated clinics, and/or laboratories as well as any accessory or other similar uses which are concurrent with existing uses and which shall include, but not be limited to, an in-house pharmacy, gift shop, coffee shop, restaurant/cafeteria/food service, optical shop, or wellness/fitness/exercise area, all of which may be open to the general public.

2.2 Temporary Structures. The Master Declaration and the Mixed-Use Declaration prohibit the use of temporary structures, including, but not limited to, construction trailers, in the absence of advance written approval by the Mixed-Use Architectural Review Board (hereinafter referred to as the "ARB") (see Sections 1.3 and Exhibit "C" paragraph 12, of each document, respectively). Notwithstanding, Declarant agrees to allow such temporary structures on the Supplemental Property without written preapproval from the ARB, so long as such structures are reasonable and or customary in nature as related to construction activities and/or the mobile units, equipment and vehicles described in Section 2.7.b. hereof; Declarant further agrees to provide UMA with appropriate consents with respect to such temporary buildings and/or the mobile units, equipment and vehicles prior to or simultaneously with the erection or delivery of such structures.

2.3 Assessments and Budget.

a. Allocation of Assessments to UMA. For a period of four (4) years from the date a Certificate of Occupancy is issued to University Medical Associates with regard to its building constructed on the Land, and with respect to Assessment provisions set forth in the Master Declaration at Article XI and Exhibit "C" thereto incorporated by reference therein, and in the Mixed-Use Declaration at Article VI, Declarant hereby declares that the Benefit Factor for the Supplemental Property shall be determined so that the allocation of the UMA's Assessments (including Base Assessments, General Assessments, Specific Assessments, Service Area Assessments, Special Assessments, and any other assessments imposed under the terms of the Master Declaration or the Mixed-Use Declaration) shall not exceed 20% as to the Mixed-Use Declaration and 11.3% as to the Master Declaration. The assessment provisions in this Section 2.3(a) shall not be subsequently modified by the Master Association or the Mixed-Use Association or otherwise without the prior written consent of UMA.

b. Exhibit "C" Formula Allocation. Declarant agrees that UMA shall have a Benefit Factor of 1 under Section 1(c) of Exhibit "C" to the Master Declaration as it applies to any assessments imposed upon UMA via use of the formula set forth in said Exhibit "C", and such Benefit Factor shall not be subsequently modified by the Master Association or the Mixed-Use Association or otherwise without the prior written consent of UMA.

2.4 Transfer Fees. Section 7.1 (d)) of the Master Declaration imposes transfer fees upon the sale or transfer of title to any Unit (as defined in the Master Declaration). Declarant hereby declares that such transfer fees shall not apply to any transfer in title from UMA to any Affiliated Party. For purposes hereof, "Affiliated Party" shall mean any party in control of, under common control with, or controlled by, the Medical University of South Carolina, University Medical

Associates of the Medical University of South Carolina, the Health Sciences Foundation of the Medical University of South Carolina, the MUSC Foundation for Research Development or the Pharmaceutical Education and Development Foundation of the Medical University of South Carolina.

2.5 Indemnification. Declarant declares that UMA is fully exempt from the Owner indemnification provisions set forth in Section 10.5 of the Master Declaration and Section 4.8 of the Mixed-Use Declaration or as otherwise contained in such instruments, and such provisions shall not be applicable to UMA or any Affiliated Party which may succeed UMA in title.

2.6 Capitalization of Master Association and Mixed-Use Association. Section 6.12 of the Mixed-Use Declaration and Section 11.10 of the Master Declaration require each first owner of a Unit to make a contribution to the working capital of the Mixed-Use Association and the Master Association, respectively, such amounts as determined by the appropriate Association. Declarant declares that UMA shall postpone the contribution of the applicable working capital assessments (which would have been paid at closing) to the date two (2) years from the date that construction of the improvements on the Supplemental Property are complete and a certificate of occupancy has been issued by the appropriate governmental authorities.

2.7 Exhibit "C" Rules and Restrictions under the Mixed-Use Declaration.

a. Parking. Declarant grants to UMA the right to keep construction vehicles overnight on the Supplemental Property during UMA's construction period.

b. Use of Mobile Units, Equipment, and Vehicles by UMA and its Lessees. Declarant grants to UMA (and its future lessees as applicable), the right and ability to utilize non-permanent mobile medical vehicles and other mobile medical equipment as such may be needed on the Supplemental Property to provide or enhance health or medical-related services, transportation, or treatment subject to the following conditions:

(i) The right to locate a mobile imaging vehicle on the Supplemental Property shall terminate two (2) years from the date a Certificate of Occupancy is issued for UMA's building provided that UMA will screen the vehicle to the reasonable satisfaction of Declarant.

(ii) The right to locate other non-permanent mobile medical vehicles and mobile medical equipment on the Supplemental Property, including overnight, shall be subject to the requirement that no such vehicle or piece of equipment remain on the Supplemental Property for more than fourteen (14) consecutive days, except with the prior written approval of the Mixed-Use Architectural Review Board.

Declarant also agrees and declares that such mobile vehicles and other mobiles, equipment, supplies, or vehicles will not (except as to any mobile imaging vehicle referred to in (i) above) be subject to screening restrictions contained in the Declarations or any rules, guidelines, or restrictions issued pursuant thereto, including, but not limited to, the Central Mount Pleasant Mixed-Use Property Design Guidelines and Review Procedures.

**Article III.
Conflicts**

3.1 Conflicts. In the event of any conflict between this Supplemental Declaration and the Declarations, the terms of this Supplemental Declaration shall control, as also provided at Section 2.10 of the Mixed-Use Declaration.

**Article IV.
Miscellaneous**

4.1 Headings. The paragraph headings used in this Supplemental Declaration are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope or content of this Supplemental Declaration or any provision hereof.

4.2 Binding on Parties. This Supplemental Declaration and any conditions, restrictions, and rights contained herein shall inure to and be binding upon UMA and Declarant, and their respective successors and assigns.

4.3 Force and Effect. UMA and Declarant agree that the Master Declaration and the Mixed-Use Declaration, as amended by this Supplemental Declaration, are and shall remain in full force and effect.

4.4 Counterparts. This Supplemental Declaration may be signed by each party upon a separate copy; in such case one counterpart of this Supplemental Declaration shall consist of enough of such copies to reflect the signature of each party. This Supplemental Declaration may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary to produce or account for more than one such counterpart.

4.5 Governing Law. This Supplemental Declaration shall be governed by and construed in accordance with the laws of the State of South Carolina.

4.6 Recitals, Exhibits and Schedules. The recitals, exhibits and any schedules (and any appendices thereto) referred to in this Supplemental Declaration are and shall be incorporated herein and made a part hereof by this reference.

4.7 Amendment. The provisions of this Supplemental Declaration may be amended or modified only in writing upon mutual consent of Declarant and its successors and assigns as Declarant and UMA and its successors and assigns; any such amendment shall be recorded in the Office of the Register of Mesne Conveyance of Charleston County, South Carolina.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS THEREOF, the undersigned has executed this Supplemental Declaration for University Medical Associates of the Medical University of South Carolina To the Central Mount Pleasant Mixed-Use Declaration as of this 30th day of March, 2010.

WITNESSES:

DECLARANT:

HASSELL TRACT ASSOCIATES, LLC,
a South Carolina limited liability company

By: McAlister-Togant Rifle Range, LLC,
a South Carolina limited liability company
Its: Member

Charles F. Burt
Witness #1

By: [Signature]
Name: M. Anthony McAlister, Jr.
Title: Managing Member [SEAL]

[Signature]
Witness #2

By: GTP Charleston I, LLC,
a Delaware limited liability company
Its: Member

By: Greystar Investment Group, LLC,
a Delaware limited liability company

[Signature]
Witness #1
Elizabeth L Davis
Witness #2

By: [Signature]
Name: A. Joshua Cooper
Title: Vice President [SEAL]

