

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, as used in this Declaration, have the following meanings:

1.1 Association. The term "Association" shall mean the condominium association to be formed to administer the maintenance, operation and resale of Units (as hereinafter defined).

1.2 Beneficiary. The term "beneficiary" shall mean a mortgagee under a mortgage or deed of trust.

1.3 Condominium Regime. The term "condominium regime" shall be a regime established by the Declarant pursuant to Texas Statute _____ pursuant to which Units (as hereinafter defined) shall be sold, owned and the Subject Property operated.

1.4 Declarant. The term "Declarant" shall mean Medical Center, its successor and assigns.

1.5 Declaration. The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Matlock Medical Center, as it may from time-to-time be amended or supplemented.

1.6 Deed of Trust. The term "deed of trust" shall mean a mortgage as well as a deed of trust.

1.7 Hospital. The term "hospital" shall mean Arlington Community Hospital, located east of the Subject Property on Matlock Road in Tarrant County, Texas.

1.8 Hospital Corporation of America. The term "HCA" shall mean Hospital Corporation of America, its corporate successors and assigns.

1.9 Mortgage. The term "mortgage" shall mean a deed of trust as well as a mortgage securing the loan of an institutional lender on a Unit (as hereinafter defined).

1.10 Mortgagee. The term "mortgagee" shall mean a beneficiary under, or holder of, a deed of trust as well as a mortgagee under a mortgage on the Subject Property or a Unit.

1.11 Occupant. The term "Occupant" shall mean a lessee or person or entity occupying a Unit pursuant to a lease, or with the permission of the Owner of the Unit.

1.12 Owner. The term "Owner" shall mean the owner of a condominium Unit (as hereinafter defined).

1.13 Right of First Refusal. The term "right of first refusal" shall mean the right of HCA to purchase Units in accordance with Article 3.1(c).

1.14 Unit. The term "Unit" shall refer to a condominium unit in the Subject Property pursuant to the condominium regime.

ARTICLE II

SUBJECT PROPERTY

2.1 General Declaration. Declarant hereby declares that all of that certain real property located in Tarrant County, Texas, more particularly described in Exhibit "A", is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions and restrictions set forth herein are declared and agreed to be in furtherance of a general plan for the development, construction of improvements and sale of Subject Property, pursuant to a condominium regime, and are established for the the purpose of enhancing and protecting the value, desirability and attractiveness of Subject Property and each part thereof. All of said covenants, conditions and restrictions shall run with the land ("Subject Property") for all purposes, and shall be binding upon, and be for the benefit of, the owners of the Subject Property and portions thereof, their successors and assigns.

ARTICLE III
USE RESTRICTIONS

3.1 Use Restrictions. Unless otherwise approved by the Administrator of the Hospital or HCA, the following use restrictions shall be applicable to the Subject Property and the Units thereof.

(a) Any Owner of a Unit in the Matlock Medical Center (the "Buildings") shall be a member in good standing of the Hospital staff;

(b) No commercial radiological, laboratory, or out-patient surgical services shall be offered in the Buildings, or in any Unit, which services are offered in the ordinary course of business by the Hospital, including, without limitation, surgery, x-ray, computer axial tomography, blood laboratory work offered on a commercial basis to non-patient third-party users;

(c) The documents establishing the condominium regime shall provide that after the initial sale of a Unit, HCA shall have the right to receive notice from an Owner of a Unit of an offer to buy a Unit (the "Offer"), which notice shall set forth the purchase price for the Unit, the proposed terms for financing of the purchase price, the identity of the proposed purchaser ("Offeree"). Following receipt of notice of the terms of the Offer, HCA shall have twelve (12) business days to notify the Owner whether or not it has elected to purchase the Unit on the same terms and conditions as the Offer made by the Offeree. If HCA elects to buy the Unit, the Owner shall provide, at its expense, evidence of a marketable title satisfactory to HCA; thereafter the closing shall occur within twenty-one (21) days of HCA's being satisfied with the status of title of the Unit. The conveyance of title to the Unit by Owner to HCA, or its assigns, shall be by general warranty deed.

If HCA declines to exercise its rights under this subparagraph (c), the Owner of the Unit shall be free for a ninety (90) day period to conclude a sale of the Unit to the Offeree on the terms set forth in the Offer. If the Owner fails to sell the

Unit to the Offeree within that period, then HCA's Right of First Refusal shall, once again, be applicable to the Unit.

Notwithstanding subparagraph 3.01(c) above, HCA may transfer a Unit which it owns, or on which it has a Right of First Refusal, to any affiliated company without such transfer being subject to the Right of First Refusal mechanism.

3.2. Duration. Except as provided in Article IV hereafter, the term of this Declaration shall be for so long as HCA, or its ^{firm -} subsidiaries operates the Hospital in its present location or within a one (1) mile radius of its present location.

ARTICLE IV

FILING OF CONDOMINIUM REGIME

TERMINATING THE DECLARATION

4.1 Filing of Regime. Upon Declarant's imposing a condominium regime on the Subject Property incorporating the use restrictions set forth in Article III above as covenants running with the land, the Declarant may revoke this Declaration. Otherwise, the terms of the Declaration shall be covenants running with the land, which may not be revoked without the prior written approval of the Administrator of the Hospital, and HCA.

ARTICLE V

MISCELLANEOUS

5.1 Severability. If any provision of this Declaration is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration.

5.2 Amendment or Supplement. Except to the extent prohibited by Article IV above, the Declarant may amend this Declaration by executing and causing to be recorded a Supplemental Declaration adding to the provisions of this Declara-

tion, or subjecting additional adjacent property to the covenants, conditions and restrictions set forth in this Declaration.

5.3 Choice of Law. The Declaration shall be construed pursuant to the laws of the State of Texas.

ARTICLE VI
MORTGAGE ON A UNIT
FOR THE SUBJECT PROPERTY

6.1 Mortgagee to take subject to the Declaration. The beneficiary or mortgagee of a mortgage or deed of trust on the Subject Property, or a Unit, shall take subject to the provisions of this Declaration. If a Unit or any portion of the Subject Property is sold at foreclosure of any such mortgage or deed of trust or by deed in lieu thereof, any purchaser at such sale, its successor and assigns, shall hold the Subject Property, or Unit therein, subject to the covenants, conditions and restrictions contained in this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its general partners, this 31st day of July, 1984.

ARLINGTON MEDICAL CENTER PARTNERS,
a Texas General Partnership

BY: *Paul Bartolucci*
Paul Bartolucci

BY: *Bernard McGowen M.D.*
Bernard McGowen, M.D.

WCL 7807 PAGE 1528

Lot 93 of A. NEWTON ADDITION to the City of Arlington,
Tarrant County, Texas, according to plat recorded in
volume 388-175, page 29, Plat Records, Tarrant County,
Texas (the "adjoining property"),

exhibit "a"

VOL 7907 PAGE 1529

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared PAUL BARTOLUCCI, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 31st day of July, 1984.

Carol Wallows
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
The State of Texas
My Commission Expires on 10-31-84

Printed/Typed Name of Notary _____
Date Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared BERNARD MCGOWEN, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 31st day of July, 1984.

Carol Wallows
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
The State of Texas
My Commission Expires on 10-31-84

Printed/Typed Name of Notary _____
Date Commission Expires: _____

AFTER FILING RETURN TO:

Stewart Title
1200 Texas Commerce Tower
Arlington, Texas 76010

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 1 1984



Madeline Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Copy

FILED
TARRANT COUNTY, TEXAS
84 AUG 1 10:40
HARRIS COUNTY