

Exhibit "E"

By-Laws

**BYLAWS
OF
METROWEST WILSHIRE PLAZA
CONDOMINIUM ASSOCIATION, INC.
A NONPROFIT CORPORATION**

These are the Bylaws of Metrowest Wilshire Plaza Condominium Association, Inc., herein called the "Association", a nonprofit corporation as provided in Chapter 718, Florida Statutes, and organized pursuant to Chapter 617, Florida Statutes, for the purpose of administering Metrowest Wilshire Plaza, A Commercial Condominium, being situate in Orange County, Florida, upon the land more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

1. **Definitions.** All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Declaration of Condominium for Metrowest Wilshire Plaza, A Commercial Condominium.

2. **Association.**

2.1.**Office.** The office of the Association shall be at 2701 Wilshire Drive, Orlando, FL 32835.

2.2.**Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3.**Seal.** The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1.**Qualification.** The members of the Association shall consist of all the record owners of Units as more particularly described in the Articles of Incorporation.

3.2.**Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing record title to a Unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument shall thereby become a member of the Association. The membership of the prior owner shall be thereby terminated.

3.3.**Voting Rights.** The owner of record of each Unit in the Condominium, including Developer, shall be entitled to the voting rights established for the Unit as set forth in Section 3.1 of the Declaration.

3.4.**Designation of Voting Representative.** If a Unit is owned by more than one person, the person entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the votes for the Unit shall be

designated by a certificate of appointment signed by the owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

3.5.Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4. Members' Meetings.

4.1.Place. All meetings of the Association membership shall be held at the Condominium Property, or at such other place of the meeting and at such time as designated by the Board of Directors and stated in the notice of the meeting, and shall be open to all members.

4.2.Notices. The secretary of the Association shall mail or deliver a notice of each annual or special meeting, stating the time and place of the meeting, to each member of the Association not less than fourteen (14) days prior to the meeting. All notices shall be mailed to or served at the address of the member as it appears on the books of the Association and shall be posted at least forty-eight (48) consecutive hours in advance, except for notices of annual meetings which shall be posted at least fourteen (14) consecutive days in advance, in a conspicuous place on the Condominium Property. Notice of any meeting at which assessments against members are to be considered for any reason shall contain a statement that assessments will be considered and the nature of the assessments.

4.3.Annual Meeting. The annual meeting of the members shall be held at such date, time, and place as may be designated by the Board of Directors for the purpose of electing members of the Board of Directors and transacting any other business authorized to be transacted by the members.

4.4.Special Meetings. Special meetings of the members shall be held whenever called by a majority of the Board of Directors and must be called by the Board of Directors upon receipt of a written request from a majority of the members entitled to vote at an Association meeting.

4.5.Quorum. A quorum of members at meetings shall consist of ten percent (10%) of the members entitled to vote. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Condominium Act, the Declaration, the Articles of Incorporation or the Association, or these By-Laws.

4.6.Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.7.Minutes of Meetings. The Association shall maintain minutes of each meeting of the membership and the Board of Directors in a businesslike manner and the minutes shall be kept in a book available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. Board of Directors.

5.1. Membership. The affairs of the Association shall be managed by a Board of no less than three (3) Directors or more than five (5). Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 5.2(d) of these Bylaws.

5.2. Election of Directors.

(a) Members of the Board of Directors shall be elected by a majority of the owners present and entitled to vote at the annual meeting of the members of the Association.

(b) Except as to vacancies created by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors provided that vacancies caused by resignation of a Developer appointed Director may be filled by the Developer appointing a replacement.

(c) Recalled members shall turn over to the Board any and all records of the Association in their possession within 72 hours after the meeting at which they are recalled or notified of their recall. The vacancy on the Board of Directors created by a Director being recalled shall be filled by the members of the Association at the same meeting at which the Director is recalled.

(d) The Developer shall be vested with the power to designate the initial Board of Directors, who need not be members entitled to vote in the Association. The initial Board of Directors shall serve until Unit Owners are entitled to elect Directors to replace a member or members of the initial Board of Directors as contained in the Schedule set out in Paragraphs 5.2(e) and 5.2(f) hereof.

(e) The Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors at such time as the Developer has conveyed fifteen percent (15%) or more of the total Units to be developed as part of the condominium, as provided in the Articles of Incorporation, or at such earlier time as the Developer in its discretion may determine.

(f) The Unit Owners other than the Developer shall be entitled to elect a majority of the members of the Board of Directors at such earlier time as the Developer in its discretion may determine or upon the earliest of the following to occur:

1. Three (3) years after the Developer has conveyed fifty percent (50%) of the total Units to be developed as part of the Condominium which will ultimately be operated by the Association to purchasers; or

2. Three (3) months after the Developer has conveyed ninety percent (90%) of the total Units to be developed as part of the Condominium which will ultimately be operated by the Association to purchasers; or

3. When all of the Units in the Condominium have been completed and some of the Units have been conveyed to purchasers, and none of the remaining Units are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the Units then existing have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

5. Seven (7) years after recording the Declaration of Condominium.

(g) The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

(h) At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. In relinquishing control of the Association the Developer shall deliver to the Association, at Developer's expense, all Association property, including, but not limited to all corporate records and other intangible property.

5.3.Term. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

5.4.Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Prior written notice of such meeting, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours prior to the meeting except in an emergency.

5.5.Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, and shall be open to all Unit Owners. Notice of regular meetings shall be given or delivered to each Director, personally or by mail, telephone or telegraph at last three (3) days prior to the day named for such meeting, and except in the case of an emergency (in which case no notice shall be required) and in the case of meetings in which non-emergency special assessments or amendments to rules regarding unit use will be considered (which will require conspicuous posting of notice of such meeting no less than fourteen (14) days in advance (evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association)), notice of such meetings shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of Unit Owners.

5.6.Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days (or, in the case of special meetings regarding non-emergency special assessments or amendments to rules regarding Unit use, fourteen (14) days) notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Except in the case of an emergency, notice of such meetings shall be posted conspicuously on the Condominium Property forty-eight (48) hours (or, in the case of special meetings regarding non-emergency special assessments or amendments to rules regarding Unit use, fourteen (14) days) in advance for the attention of Unit Owners. Evidence of compliance with the aforementioned fourteen (14) days notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association.

5.7.Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

5.8.Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these Bylaws.

5.9.Adjourned Meetings. If at any meetings of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.10. Joinder in Meeting by Approval of Minutes. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

5.11. Assessments. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

5.12. Recall of Directors. Directors of the Board may be recalled as provided in Section 718.112(2)(j) of the Condominium Act.

5.13. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Department of Business and Professional Regulation, Division of Florida Land Sales, Condominiums, and Mobile Homes (the "Division"). If the Board requests advice from the Division, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested,

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

6. Powers and duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include, but not be limited to, the following:

6.1.Assess. To make and collect assessments against members to defray the costs and expenses of the Condominium.

6.2.Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

6.3.Maintain. To maintain, repair, replace and operate the Condominium Property or any property beyond the boundaries of the Condominium elected to be maintained by the Association.

6.4.Insure. To purchase insurance upon the Condominium Property and individual Units and insurance for the protection of the Association and its members as Unit Owners, as well as liability insurance for the protection of the Directors

6.5.Reconstruct. To reconstruct Common Element improvements after casualty and further improve the Condominium Property.

6.6.Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the Condominium in the manner provided by the Declaration of Condominium.

6.7.Approve. To approve or disapprove of the plans and specifications for the construction, repair or replacement of any improvements to be constructed on the Condominium Property, and to approve or disapprove the transfer, lease, sale, mortgage and ownership of Units in the manner provided by the Declaration of Condominium. No fee shall be charged in connection with a transfer, lease, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge will be made in connection with an extension or renewal of a lease or in connection with review of plans and specifications.

6.8.Management Contract. To contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying

out its powers and duties by performing the functions necessary to operate the Association, except that the management agent may not carry out any action that requires the approval of the Board of Directors without first obtaining such approval.

6.9.Utilities. To pay the cost of all power, water, sewer, and other utility services rendered to the Condominium and not billed to owners of individual Units.

6.10. Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

6.11. Bank. To maintain bank accounts on behalf of the Association.

6.12. Easements. To grant, modify, or move easements from time to time over the Common Elements of the Condominium Property.

7. Officers

7.1.Officers and Election. The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

7.2.President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to the power to appoint committees from among members from time to time, as he may, in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members meetings.

7.3.Vice-President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.4.Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5.Treasurer. The Treasurer shall have custody of all property of the Association, including, but not limited to, financial records, funds, securities, and evidence of indebtedness.

The Treasurer shall keep the financial records of the Association and shall keep the assessment rolls, the accounts of members, and the financial books of the Association in accordance with good accounting practices. The Treasurer shall perform all other duties incident to the office of Treasurer and as may be required by the Directors or President.

7.6. Indemnification of Directors and Officers.

(a) Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

(b) Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Bylaws.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Bylaws.

8. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions.

8.1. **Budget.** In accordance with the provisions of the Condominium Act, the Board of Directors shall adopt a budget for each calendar year, which shall include the estimated funds required to defray the current expenses and may provide funds for reserves.

(a) The proposed annual budget for the Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, the provisions of Section 718.504(21) of the Condominium Act. In

addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Such reserve accounts may be waived from the budget or reduced, if the membership of the Association has, by a majority vote at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than set out herein.

8.2. If the Board adopts in any year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of assessments for the preceding year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless these By-Laws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. The Board shall not, while controlled by the Developer, adopt a budget in which the assessments are in excess of one hundred fifteen percent (115%) of the previous year's assessments unless the budget is approved by a majority of all voting interests. Any determination of whether assessments exceed one hundred fifteen percent (115%) of the previous year's assessments shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

8.3. Assessments. Assessments against the Unit Owners for their shares of the items of the budget, as the same shall be determined pursuant to the Declaration, shall be made in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in equal quarterly installment on January 1, April 1, July 1, and October 1 of the assessment year but at the discretion of the Board of Directors may be payable in twelve (12) equal monthly installments, one of which shall come due on the first day of each month of the year for which the assessments are made. Assessments shall be made in an amount no less than required to provide funds in advance for payment of the Common Expenses. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next

succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

8.4. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon filing a claim of lien for the delinquent assessment, and the unpaid balance of the assessments for the remainder of the budget year in which the claim of lien is filed shall become due upon the date the claim of lien is filed.

8.5. Financial Reports. On April 1 of each year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. All such financial reports shall comply with the requirements of Section 718.111(13), Florida Statutes, or any successor provision.

8.6. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers or members of the Board of Directors who control or disburse funds of the Association. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium or these Bylaws.

10. Amendment. The Bylaws may be amended in the manner set forth below:

10.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.2. Adoption. Amendment to these By-Laws shall require an affirmative vote of two-thirds (2/3) of the voting interests. An affirmative vote of one-thirds (1/3) of the voting interests will be required to propose an Amendment to these By-Laws.

10.3. Form. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw for present text." Non-material errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

11. **Rules and Regulations.** Owners of a majority of Units represented at a meeting at which a quorum is present may overrule the Board of Directors with respect to any rule promulgated, amended or modified. Copies of all promulgated rules and amendments or modifications thereto shall be furnished by the Board of Directors to Unit Owners not less than fifteen (15) days prior to the effective date thereof. At no time may any rule or regulation be promulgated, modified or rescinded to prejudice the rights reserved to the Developer.

12. **Fines.** The Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, these By-Laws, or the rules promulgated by the Association. No fine may exceed \$100 per violation. Fines may, however, be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

13. **Safety Code Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to applicable fire and life safety codes.

14. **Nonbinding Arbitration.** Prior to any party instituting any legal action in connection with or arising out of any dispute, as such term is defined by Section 718.1255 of the Florida Statutes (2004), the party must submit to non-binding arbitration as provided for in said Section 718.1255 or any successor provision.

The foregoing were adopted as the Bylaws of Metrowest Wilshire Plaza, Condominium Association, Inc., a condominium association and a nonprofit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the 15th day of February, 2006, 2006.

Exhibit "A"

Lot 4, METROWEST WILSHIRE, A REPLAT, BEING A REPLAT OF LOT 13, METROWEST, per Plat Book 57
Pages 88 through 89, of the Official Records of Orange County, Florida.

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