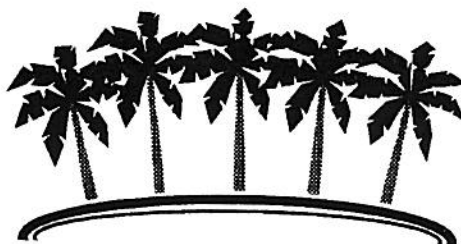


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Metro West

PROFESSIONAL PLAZA

COMMERCIAL CONDOMINIUM

DECLARATION OF CONDOMINIUM

FOR

METROWEST PROFESSIONAL

PLAZA

CONDOMINIUM,

A COMMERCIAL CONDOMINIUM



This instrument prepared by:
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After Recording return to:
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DECLARATION OF CONDOMINIUM
FOR
METROWEST PROFESSIONAL PLAZA CONDOMINIUM,
A COMMERCIAL CONDOMINIUM

DECLARATION OF CONDOMINIUM

FOR

METROWEST PROFESSIONAL PLAZA CONDOMINIUM, A COMMERCIAL CONDOMINIUM

METROFIRST, LLC, a Florida limited liability company ("Developer"), being the owner of the fee simple title to the property described in Exhibit "A" attached hereto and made a part hereof, for itself, its successors, grantees and assigns, hereby submits said property, improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718 of the Florida Statutes, as amended from time to time (the "Condominium Act").

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association as hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

1. DEFINITIONS.

As used in this Declaration, in the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

A. "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against any Unit Owner.

B. "Association" or "Corporation" means METROWEST PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION, INC., the Florida not-for-profit corporation responsible for the operation of the Condominium.

C. "Board of Administration" means the board of directors or other representative body responsible for the administration of the Association.

D. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association, respectively, as they exist from time to time.

E. "Common Elements" means that portion of the Condominium Property not included in the Units (sometimes referred to as "Common Area").

F. "Common Expenses" means the expenses of administration, maintenance, operation,

repair and replacement of the Condominium Property, other expenses declared by the Association or this Declaration to be Common Expenses and any other valid expenses or debts of the condominium as a whole, of individual Unit Owners, or of the Association which are assessed against the Unit Owners.

G. "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

H. "Condominium Building" means the structures, which comprise that part of the Condominium Property within which the Units are located.

I. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements, which is appurtenant to the Unit.

J. "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

K. "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.

L. "Developer" means the METROFIRST, LLC, a Florida limited liability company, and its successors and assigns.

M. "Limited Common Elements" means and includes those Common Elements, which are reserved for the use of a certain Unit or Units to the exclusion of other Units (sometimes referred to as "Limited Common Areas").

N. "Mortgagee" means; a bank, the Developer, any Unit Owner who finances a subsequent purchaser with seller financing, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel.

O. "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

P. "Unit" means a part of the Condominium Property which is to be subject to exclusive private ownership, which shall consist of improvements as designated in this Declaration.

Q. "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Orange County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu

of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

R. "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.

S. "The Condominium" "this Condominium" means METROWEST PROFESSIONAL PLAZA CONDOMINIUM, a Commercial Condominium.

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.

A. The name of this Condominium is METROWEST PROFESSIONAL PLAZA CONDOMINIUM, a Commercial Condominium.

B. There shall pass with each Unit as appurtenances thereto:

- (1) An undivided share in the Common Elements.
- (2) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (3) An undivided share in the Common Surplus.
- (4) Membership of the Unit Owner in the Association.
- (5) An undivided share of the parking spaces as depicted on Exhibit "B" as a Limited Common Element.

C. Each Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of this Declaration. He shall be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

D. Each Unit is identified by a specific numerical designation as set forth in Exhibit "B" attached hereto and made a part hereof. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each such Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit which are utilized for or service another unit, or the Common Elements, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner

decorated or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, and floor coverings including carpet, tile and/or hardwood.

E. Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of the following items which service only his Unit: (i) all components for the individual air conditioning unit(s), (ii) all electrical wiring, (iii) electrical boxes, (iv) conduits, (v) alarm system wiring, (vi) hot water tanks, and (vii) plumbing together with any other items which service only his Unit although such items may be located within the Common Areas.

F. "Time Share Estates" may not be created in any Unit by any person or entity. As used herein, "time share estates" includes any interest in a Unit under which the exclusive right of use, possession, or occupancy of a Unit circulates among the various purchasers of a timeshare plan pursuant to Chapter 721, Florida Statutes, on a recurring basis for a period of time, or any other similar arrangement.

G. The Units shall be used only for the purposes allowed by the applicable zoning classification for the Condominium Property, this Declaration and the Master Declaration.

3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

A. The undivided share in the Common Elements, which is appurtenant to a Unit, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

4. COMMON ELEMENTS.

A. Common Elements include the following:

(1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

(2) Any portion of the Condominium Property, which is not included within the Units or Limited Common Elements.

(3) An easement of support, which is hereby created in every portion of a Unit, which contributes to the support of the Commercial Condominium Building.

(4) The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.

(5) Easements through Units for conduit ducts, plumbing, wiring, cable television and other telecommunication services and other facilities for the furnishing of utility services to Units and the Common Elements.

B. The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is a ratio of which the numerator shall be the number of net square feet inside the Unit and the denominator shall be 40,373.0 (the total number of net square feet included inside all Units). The undivided share of Common Elements, Common Expenses and Common Surplus for each Unit is listed on Exhibit "C" attached hereto and made a part hereof.

5. LIMITED COMMON ELEMENTS.

A. The Limited Common Elements are also depicted on the plot plan and survey attached as Exhibit "B" hereto and include covered parking spaces and may, in the future, include other areas designated "Limited Common Elements" pursuant to an amendment to this Declaration added pursuant to Article 7 below. Any parking space or spaces (Limited Common Element(s) reserved for the use of a particular Unit Owner, if any) shall be designated on Exhibit "B" with the corresponding Unit number preceded by "LC."

B. The Unit Owners which use the Limited Common Element; or which are benefited by the Limited Common Elements shall maintain the Limited Common Elements. The costs of maintaining, repairing and replacing the Limited Common Elements shall be borne pro-rata by the Unit Owners, which use the Limited Common Elements.

If a Unit Owner fails to pay its pro rata share of the maintenance costs of the Limited Common Elements, the other Unit Owners which use the Limited Common Elements ("Other Unit Owners") or the Association, may make such repairs as they may deem necessary and the costs of them shall be assessed against the defaulting Unit Owner. The Other Unit Owners or the Association shall have a lien against the defaulting Unit Owner for the costs of any repairs it shall make for the defaulting Unit Owner, plus interest at the maximum rate allowed by law and reasonable attorneys' fees incurred by the Other Unit Owners or the Association for collection.

6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

A. The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "A" attached hereto and made a part hereof.

B. Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof.

C. The identification, location and dimensions of each Unit and the Common Elements and Limited Common Elements appear on Exhibit "B". Together with this Declaration, Exhibit "B" includes sufficient detail to identify the Common Elements, the Limited Common Elements, and each Unit and provides accurate representations of their locations and dimensions.

7. AMENDMENTS TO DEVELOPMENT PLAN.

A. The Developer is constructing this condominium development so that the interior of all units may be custom-made within the dimensions shown on Exhibit "B" to suit the individual needs and desires of the various Unit Owners. The Developer therefore hereby retains reasonable development flexibility to meet its marketing needs and the particular desires of prospective Unit Owners. The Developer therefore specifically reserves the right, without anyone else's consent, to (i) make alterations, additions or improvements in, to and upon units and their share of the Common Elements (and their appurtenant Limited Common Elements) owned by the Developer; (ii) change the layout or number of rooms in any Developer-owned units; (iii) change exterior configurations and sizes of units within the over all dimensions shown on the plot plan attached as Exhibit "B" and the provisions of this Declaration, provided however, Developer reserves the right to change a minor and insignificant portion of the Common Elements to a part of a developer owned Unit if the change does not materially adversely affect the rights of other Unit Owners in their use of the Common Elements and (iv) change a portion of the Common Elements to a Limited Common Element if the change is necessary for the individual use of a Unit Owner and does not materially adversely affect the rights of all other Unit Owners in their use of the Common Elements. No changes to the development plan will substantially affect the location, size or configuration of any unit described in an existing Agreement for Sale.

B. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

8. AMENDMENT OF DECLARATION

A. This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of at least eighty percent (80%) of the Units. All amendments shall be evidenced by a certificate and recorded among the Public Records of Orange County, Florida, provided, however, that except as otherwise provided in this Declaration:

(1) Subject to the provisions of Article 7 above, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of such amendment and unless a majority of voting interests of all Units approve the Amendment; and

(2) No amendment shall materially impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee. Mortgagee's consent shall not be unreasonably withheld.

(3) No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the

Developer.

(4) Any amendment, which would affect the surface water management system, including water management portions of the Common Elements, shall not be passed without the prior written approval of all applicable governmental agencies and the Master Association.

B. Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend the Declaration and any Exhibits hereto, which exclusive rights shall continue for such period of time as the Developer shall be in control of the Association; provided, however, that no such amendment by the Developer shall materially impair or prejudice the rights and priorities of any Mortgagee without the prior written, consent of such Mortgagee, which consent shall not be unreasonably withheld. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

C. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

9. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

A. The operation of the Condominium shall be vested in the Association. The Association has been organized or will be organized as a nonprofit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "D".

B. No Unit Owner, except as an officer or director of the Association, shall have any authority to act for the Association.

C. All Unit Owners shall automatically be members of the Association, and a Unit Owner's membership shall terminate when he no longer owns his Unit.

D. Each Unit Owner shall be entitled to one vote. Multiple owners of a Unit shall collectively be entitled to the vote for said Unit in accordance with voting procedures set forth in the Articles and By-Laws. There shall be no cumulative voting.

E. The powers and duties of the Association shall include those set forth in the Articles, the By-Laws and this Declaration and shall include, but not be limited to, the following:

(1) The irrevocable right of access to each Unit at reasonable hours as maybe necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(2) The power to levy and collect Assessments from Unit Owners and to lease, maintain, repair and replace the Common Elements.

(3) The keeping of accounting records in accordance with good accounting practices which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

(4) The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium.

(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations; provided, however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

(6) The power to obtain and maintain adequate insurance to protect the Association and the Common Elements.

(7) The power to purchase Units in this Condominium and to acquire, hold, lease, mortgage and convey the same.

(8) The power to acquire title to real and/or personal property, by lease, purchase or otherwise or otherwise hold, convey, lease or mortgage association property for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board of Directors, but the power to acquire real property, except Units in this Condominium, shall be exercised by the Board of Directors with approval by a majority of the voting interest of the Owners.

10. BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "E". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

A. The maintenance of the Common Elements shall be the responsibility of the Association; provided, however, the Association shall not be responsible for the maintenance, repair or replacement of any air conditioning compressor, electrical wiring, plumbing, alarm system wiring, hot water tanks, conduits, or other items located outside the Units which service a particular Unit, which responsibility shall, instead, be borne solely by the Owner of such Unit. The Association may initially incur the charge related to said specific items servicing a specific Unit, but the Association shall assess the charge against the responsible Unit Owner who agrees to pay the special assessment.

B. Subject to the provisions of Article 7, there shall be no material alteration or substantial addition to the Common Elements other than in the manner provided herein unless approved by a majority of the record owners of all Units.

C. No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work within his Unit or otherwise which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

12. COMMON EXPENSES AND COMMON SURPLUS.

A. Common Expenses shall include the expenses of the operation, administration, maintenance, repair or replacement of the Common Elements and Limited Common Elements, when applicable, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws. The cost of a master antenna television system or duly franchised cable television service and/or internet communications service obtained pursuant to a bulk contract shall be deemed a Common Expense, if any.

B. Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration, and in particular Exhibit "C" hereto.

C. Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration, and in particular Exhibit "C" hereto.

13. ASSESSMENTS: LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS.

A. The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including not by limitation the expense allocable to services being rendered by a management company with whom the Association may contract and monies required for the payment of hazard and liability insurance premiums. The annual Assessment shall initially be payable in advance, monthly, on the first day of each such month; however, the Board of Administration shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer. The Board of Administration of the Association may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

B. The Association may determine and fix Special Assessments against individual Unit Owners to pay for the costs and expenses incurred by the Association in maintaining, repairing or replacing items which service only a particular Unit, including, but not limited to, electrical wiring, conduits, hot water tanks, alarm system wiring, air conditioners, signage, grease traps, and

underground propane tanks.

C. A Unit Owner, regardless of the manner in which he acquired title to his unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he is the owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of first mortgagees acquiring title through foreclosure or a deed in lieu of foreclosure shall be limited to a period of Assessments not exceeding six (6) months, subject to a maximum liability of one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made.

D. Assessments and installments thereof not paid when due shall bear interest from the tenth day after the due date until paid at the maximum rate allowed under Florida law. If the delinquent installment(s) of Assessments and any changes thereon are not paid in full when due, the Association at its option may, in accordance with the requirements of the Condominium Act, declare all of the unpaid balance of the annual Assessment to be immediately due and payable, together with the due and past due sums, without further demand and may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration. In addition to the payment of interest as provided for herein, if an assessment is not paid within ten (10) days after becoming due, the Unit Owner shall pay to the Association an administrative late fee in an amount equal to the greater of (i) \$25 or (ii) five percent (5%) of each installment of the assessment that payment is late.

E. The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessment and interest thereon. Such lien shall also secure all costs of collection including not by limitation reasonable attorneys and paralegals' fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records of Orange County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording. The Board of Administration may take such action as it deems necessary to collect Assessments by either an in personam action or lien foreclosure or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

F. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments, which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the Lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

G. Any unpaid share of Common Expenses or Assessments for which a first mortgage mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a

Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A first mortgage mortgagee may not, during the period of its ownership of such Parcel, whether or not such Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

H. The Association, acting by and through its Board of Administration, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

I. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act, Fla. Stat. Chapter 718.

J. The Developer may, at its option, establish at the time of the closing of the first Unit to a purchaser, a working capital fund equal to at least two (2) months maintenance fees for each Unit in this Condominium. The Developer may then charge each Unit Owner at his or her closing to obtain a pro-rata reimbursement for this fund.

K. No Unit Owner may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment except as provided in subparagraph E above and except in the following cases:

(a) The Developer is excused from the payment of the shares of the common expenses and assessments related to its Units for a period of time beginning with the recording of this Declaration of Condominium and terminating no later than the first day of the sixth (6th) calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the Developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other Unit Owners, together with setting up the capital fund mentioned above.

(b) The Developer is excused from the payment of its share of the common expenses which would have been assessed against its Units beginning with the expiration date of (a) above and until whichever one of the following conditions first occurs:

- (1) Three (3) years after fifty percent (50%) of the Units have been conveyed to purchasers;
- (2) Three (3) months after ninety percent (90%) of the Units have been conveyed to purchasers;
- (3) When all of the Units have been completed and some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business;
- (4) When some of the Units 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 recordation of this Declaration;

and during said period of time the Developer hereby guarantees that the assessment for common expenses of the condominium assessed against the individual Unit Owners and their respective Units shall not increase over the monthly amount set forth on Exhibit "F" attached hereto and by this reference made a part hereof, and Developer agrees to pay any amount of common expenses incurred during that period and not produced by the assessments at said guaranteed level receivable from other Unit Owners. The Developer may, at its option, prior to such termination of the guaranty period by the occurrence of one of the above conditions, unilaterally terminated its guarantee and begin paying the monthly maintenance assessments then in effect against its Units.

14. TRANSFER OF ASSOCIATION CONTROL.

When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one (1) member of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members (two members) of the Board of Directors of the Association:

- (a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; -
- (d) When some of the Units 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;
- (e) Seven (7) years after recordation of the Declaration;

whichever first occurs provided however, the Developer may at his option have the members other than the Developer elect a majority of the members of the Board of Directors prior to the occurrence of the first of the above conditions. The Developer is entitled to elect at least one (1) 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 operated by the Association.

Within seventy-five (75) days after the Unit Owners, other than the Developer, are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

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. Simultaneously, or for the purposes of 71S.301(4)(C) Florida Statutes not more than ninety (90) days thereafter, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, items, if applicable, enumerated in F.S. 718.301(4)(a)1. thru 5.(o).

15. TERMINATION OF CONDOMINIUM.

Subject to the provisions of this Declaration concerning total or substantial destruction, the Condominium Property may be removed from the provisions of this Declaration at any time by a vote of one hundred (100%) percent of the voting rights of all Unit Owners and unanimous written consent of all of the first mortgage holders by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the public records of Orange County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the Condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the Insurance Trustee selected by the Board of Administration of the Association.

16. EQUITABLE RELIEF.

In the event of "major damage" to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

17. LIMITATION OF LIABILITY.

A. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from line to time in accordance with this Declaration, the Articles and the By-Laws.

B. A Unit Owner may be personally liable for any damages caused by the acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of his or her pro rata share of that liability in the same percentage as his or her interest in the Common Elements, and then in no case shall said liability exceed the value of his or her Unit.

C. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

18. LIENS.

A. With the exception of liens which may result from the initial construction of this Condominium or provided for in this Article, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his or her Condominium Parcel from the lien by exercising any of the rights of a property owner under Chapter 713 Florida Statutes or by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

19. REMEDIES FOR VIOLATION.

Each Unit Owner, his family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

20. EASEMENTS.

A. Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon walks and other Common Elements intended for such purposes.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

C. The Condominium Property shall be subject to such easements for utilities as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other

provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

D. The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for, as well as the right to carry on, any activity that Developer determines in its sole discretion to be necessary, to transact any business necessary to consummate sales of condominium parcels, including, but not limited to, the right to maintain models, have signs identifying the Condominium Property and advertising the sale of condominium parcels, have employees in the offices, models, and other common property, and use the Common Elements, and to show Units. Sales office furnishings, the furniture and furnishings in any model, model unit, signs, and items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. Further, the Developer and its employees shall have the right to exclusive possession of any model unit and sales office, and Developer shall further have the right for any such Unit to remain as a model and/or office until such time as all condominium parcels have been sold. The Developer reserves an easement over the roadways and all other common property of the Condominium, to enjoy the rights and privileges enumerated herein, as well as for ingress and egress for construction, sales, parking, and any other related purposes. Developer reserves these rights and easements mentioned in this Paragraph, for itself, its successors and assigns.

E. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes. Such easements shall be for the use and benefit of the members of the Association, as well as the invitees, guests, employees and agents of such members; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

F. Easements over parts of the Common Elements shall exist for access, right of way, drainage and utilities as described on the Plot Plan and Survey designated as Exhibit "B" hereto and recorded herewith.

21. SIGNAGE.

Each Unit may have signs for its Unit, which shall be attached thereto and subject to the approval of the Association.

22. ENFORCEMENT OF MAINTENANCE.

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise

violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements, which may be caused by such Owners, their family, lessees or guests.

23. INSURANCE.

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A + 10" rating or better in an amount which shall be equal to the maximum insurance replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereof shall be deposited with the Insurance Trustee.

B. Coverage.

(1) Casualty. All buildings and improvements upon the Property described in Exhibit "B" attached hereto shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Administration. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph B including, but not limited to, vandalism and malicious mischief.

(2) Liability. Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Workers, compensation insurance meeting all the requirements of the laws of

Florida, if applicable

- (4) Directors and officers liability insurance, if available.
- (5) Such other insurance as the Board of Administration shall determine from time to time to be desirable including without limitation such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses; provided, however, any portion of the insurance premium which is charged in excess of the normal amount because of the insurance rating of a Unit based on its use, shall be the sole responsibility of the Unit Owner responsible for said excess amount. Any Unit Owner who is responsible for excess insurance premium being charged hereby agrees to pay said excess amount.

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, which shall be designated by the Board of Administration. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

- (1) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Element appurtenant to his Unit.
- (2) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:
 - (a) When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.
 - (b) When the Condominium Building is not to be restored, undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.
- (3) Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any

damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer and paid over to the Insurance Trustee if said proceeds are in excess of \$50,000, to be held by the Insurance Trustee in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Administration. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event the proceeds are not sufficient to pay the cost of reconstruction and the Trustee's Costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against a Unit Owner, but if it is determined that the damage was proximately caused by the negligence of a Unit Owner, the Unit Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for that amount, plus interest at the maximum rate allowed by law from the date of the assessments, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are less than \$50,000 they need not be placed in trust but shall be held by the treasurer and applied directly by the Board of Administration for the above purposes.

In the event of a total or substantial destruction of all of the Condominium improvements, the improvements shall be restored as above provided unless the owners of at least eighty percent (80%) of the voting rights of the units in the Condominium vote to terminate this Condominium. In the event the Condominium is to be terminated, then all Owners of units will immediately convey all their right, title and interest to their respective units to the Insurance Trustee selected by the Board of Administration, to be held by the Trustee in trust. The recording of each conveyance to the Trustee in the public records of Orange County, Florida will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that Unit Owner's share of the common surplus to be subsequently distributed by the Trustee as herein provided. The Trustee shall collect all insurance proceeds payable as a result of the destruction, shall collect all assets of the Association which are allocable to the units in this Condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium property, by whatever means the Association Board of Administration shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable Trustee's fees, attorneys' fees appraiser's fees, and other costs reasonably incurred, the Trustee shall apportion the remaining funds in his hands among the units in accordance with the Common Expenses percentages. The Trustee shall distribute each unit's share of the funds jointly to the record title Owners of each unit and the record owners of any mortgages or other liens encumbering the unit at the time of the recording of its conveyance to the Trustee by the Unit Owner. All mortgages and other liens upon the respective units shall be fully released and discharged as herein provided even though the share of a particular unit in the funds is insufficient to pay all liens in full; in

that event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of the common surplus. None of these actions shall relieve the Unit Owner of his personal liability for any deficiency, which may be caused, by any liens to which his unit is subject at the time of his conveyance to the Trustee. Mortgagees and other lienholders will evidence their acceptance and Consent to the foregoing provisions by the acceptance of their mortgage or perfection of their lien. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

F. Unit Owners, Personal Insurance. Unit Owners shall be required to obtain their own individual insurance policies to insure against damage and liability to the individual Units and personal property located therein not covered by the insurance described above.

24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Orlando, Orange County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers, so long as it is still the owner of at least one (1) Unit in this Condominium and holding such Unit(s) out for sale in the ordinary course of business, may, as the agent or the attorney-in-fact for the Unit Owners, execute acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

25. GENERAL PROVISIONS.

A. If any provision of this Declaration, the Articles, the By-Laws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions maybe taken without the Developers written approval:

- (1) Assessment if the Developer as a Unit Owner for capital improvements, and
- (2) Any action by the Association that would be detrimental to the Developer's sale of Units.

C. Notices to Unit Owners shall be sent by certified mail or certificate of mailing to their place of business in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to 9111 Phillips Grove Terrace, Orlando, FL 32826, Attn: President. All

notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of \$100.00 per violation for each day that such Owner continues to violate any of the requirements of this Declaration after the Association has given notice of such violation and an opportunity for hearing to the Unit Owner. No fine for a single continuing violation shall exceed \$1,000 in the aggregate.

E. Should the Association find it necessary to institute legal action, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees, paralegal fees and investigative fees through all appeals, tribunals, bankruptcy proceedings and collection efforts, incurred by it in bringing such action.

F. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

H. So long as the Developer owns one or more Units, the Association shall take no action, which, in the Developer's opinion, would adversely affect the Developer's marketing program with respect to Units.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on the 17 day of January, 2005.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER

METROFIRST, LLC,
a Florida limited liability company

Robin A. Lane
Print Name: Robin A. Lane

By: *Vincent Desai*
Vincent Desai, Manager

Renee D. Backhaus
Print Name: RENEE D. BACKHAUS

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of January, 2005, by Vincent Desai, as Manager of METROFIRST, LLC, a Florida limited liability company, who is personally known to me, or produced _____ as identification, and who did take an oath.



AFFIX NOTARY STAMP

Renee D. Backhaus
Signature of Notary Public
(Print Notary Name) RENEE D. BACKHAUS
My Commission Expires:
 Personally known, or
 Produced Identification
Type of Identification Produced _____

JOINDER BY CONDOMINIUM ASSOCIATION

METROWEST PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, METROWEST PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed the 17 day of January, 2005.

Two Witnesses:

METROWEST PROFESSIONAL PLAZA CONDOMINIUM, INC., a Florida not-for-profit corporation

Robin A. Lane
Print Name: **Robin A. Lane**

By: Vincent Desai

Renée D. Backhaus
Print Name: **RENEE D. BACKHAUS**

Address: 9111 Phillips Cr. Terr.
Orlando, FL 32836

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

1017

The foregoing instrument was acknowledged before me this 17 day of January, 2005, by Vincent Desai, as President of METROWEST PROFESSIONAL PLAZA CONDOMINIUM, INC., a Florida not-for-profit corporation, on behalf of the corporation.



AFFIX NOTARY STAMP

Renée D. Backhaus
Signature of Notary Public
(Print Notary Name) **RENEE D. BACKHAUS**

My Commission Expires:

- Personally known, or
- Produced Identification

Type of Identification Produced

JOINDER AND CONSENT OF MORTGAGEE

FIRST COMMERCIAL BANK OF FLORIDA, hereby consents to the filing of the foregoing Declaration in accordance with the requirements of Section 718.104, Florida Statutes.

Two Witnesses:

FIRST COMMERCIAL BANK OF FLORIDA

Renee D Backhaus
Print Name: RENEE D. BACKHAUS

By: Rodney V. Jolley
Rodney V. Jolley, President

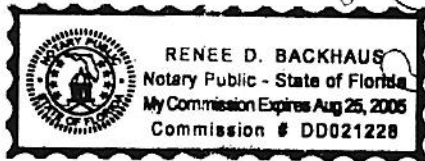
Jeffrey L. Milham
Print Name: Jeffrey L. Milham

Address: 12901 West Colonial Dr.
Winter Garden, FL 34787

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6 day of January, 2005, by Rodney V. Jolley as President of **FIRST COMMERCIAL BANK OF FLORIDA**, a national banking association, on behalf of the bank.



AFFIX NOTARY STAMP

Renee D Backhaus
Signature of Notary Public
(Print Notary Name) RENEE D. BACKHAUS
My Commission Expires:
 Personally known, or
 Produced Identification
Type of Identification Produced

EXHIBIT "A"

Legal Description of Real Property

Lot 9, METROWEST UNIT THREE REPLAT, according to the map or plat thereof, as recorded in Plat Book 24, Page 102 and 103, of the Public Records of Orange County, Florida, together with the non-exclusive easement rights as follows:

Easement rights created in Reciprocal Easement Agreement recorded October 27, 1997, in Official Records Book 5348, Page 2450, Public Records of Orange County, Florida.

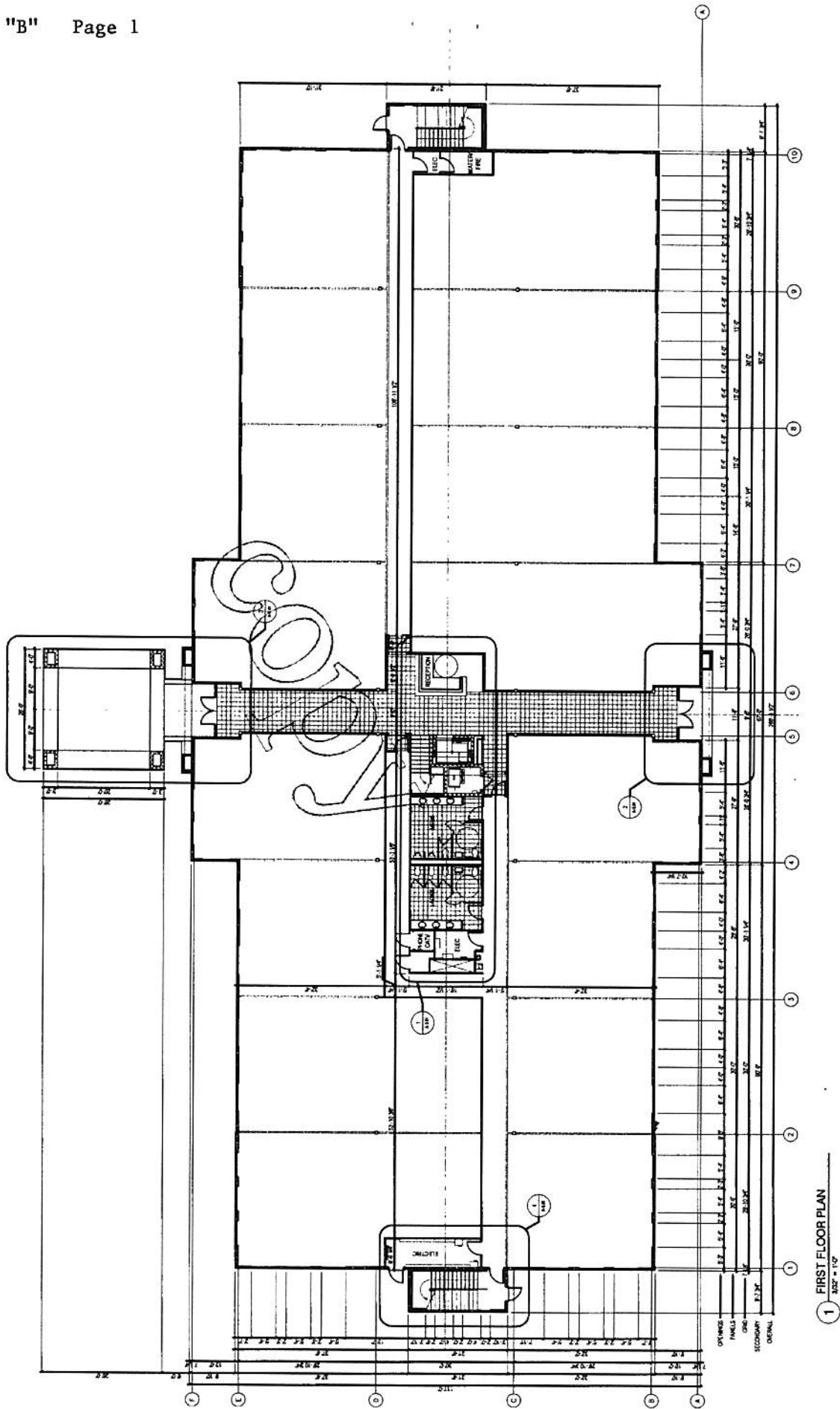
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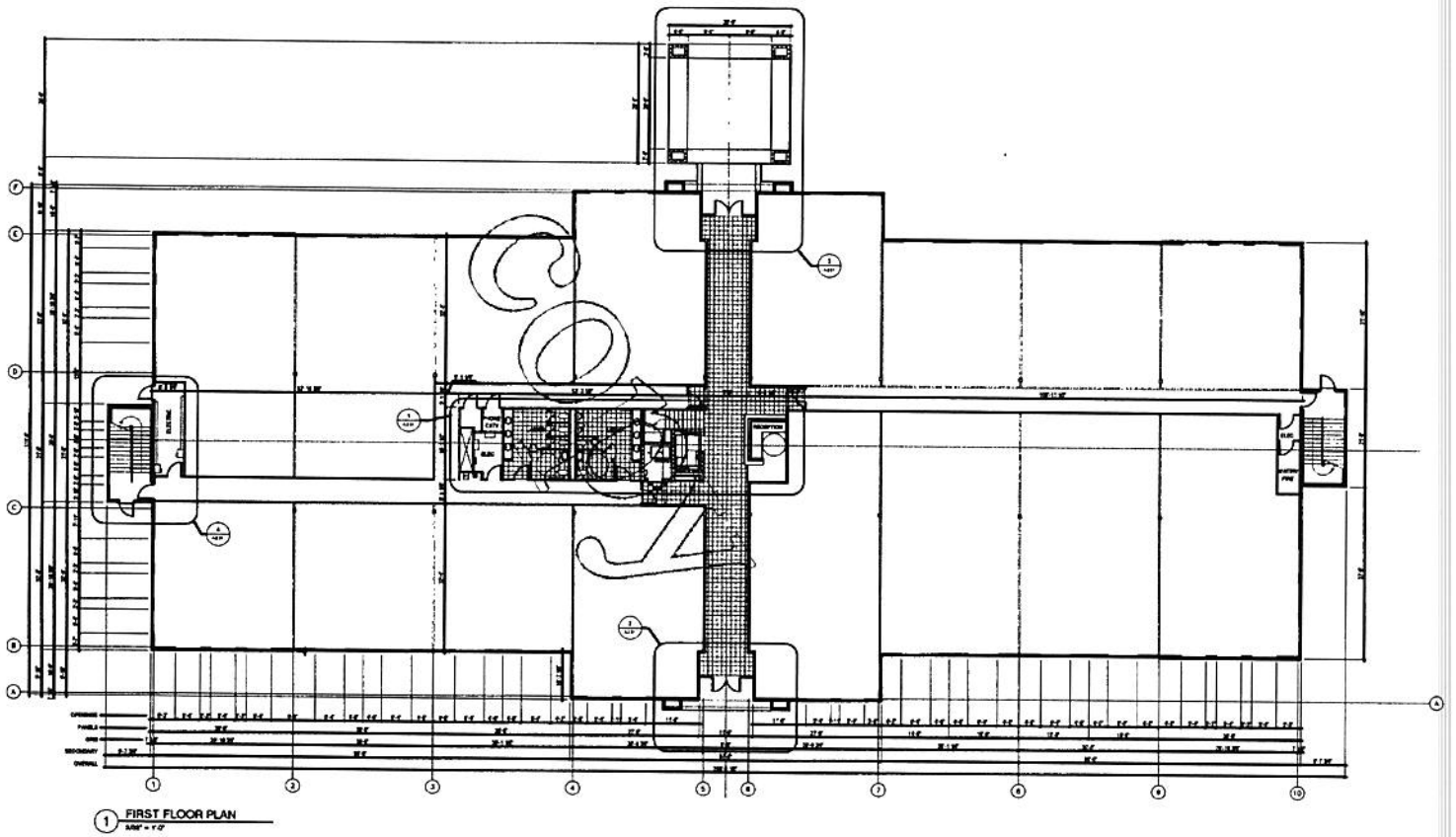
EXHIBIT "B"

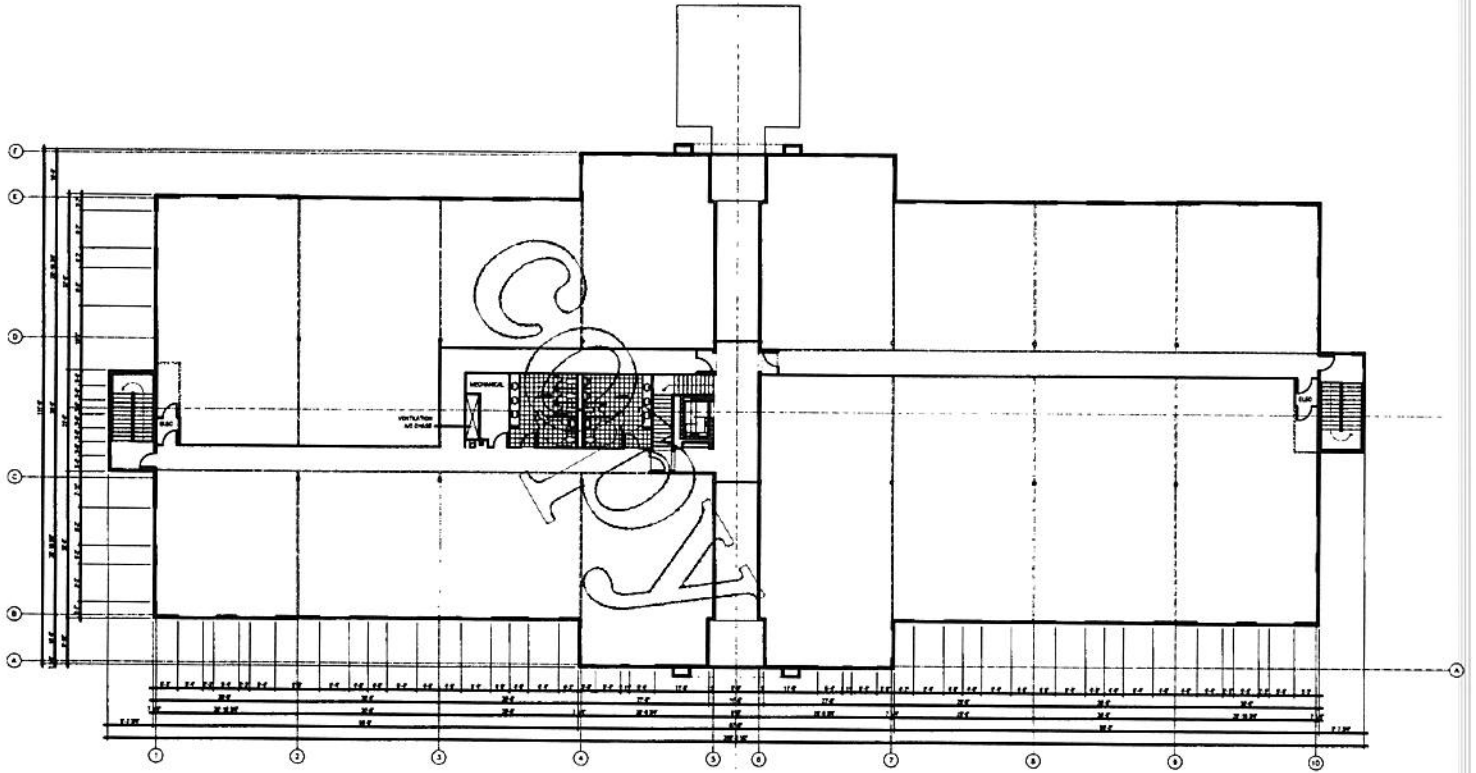
Plot Plan and Survey

(Pages 1 - 5)

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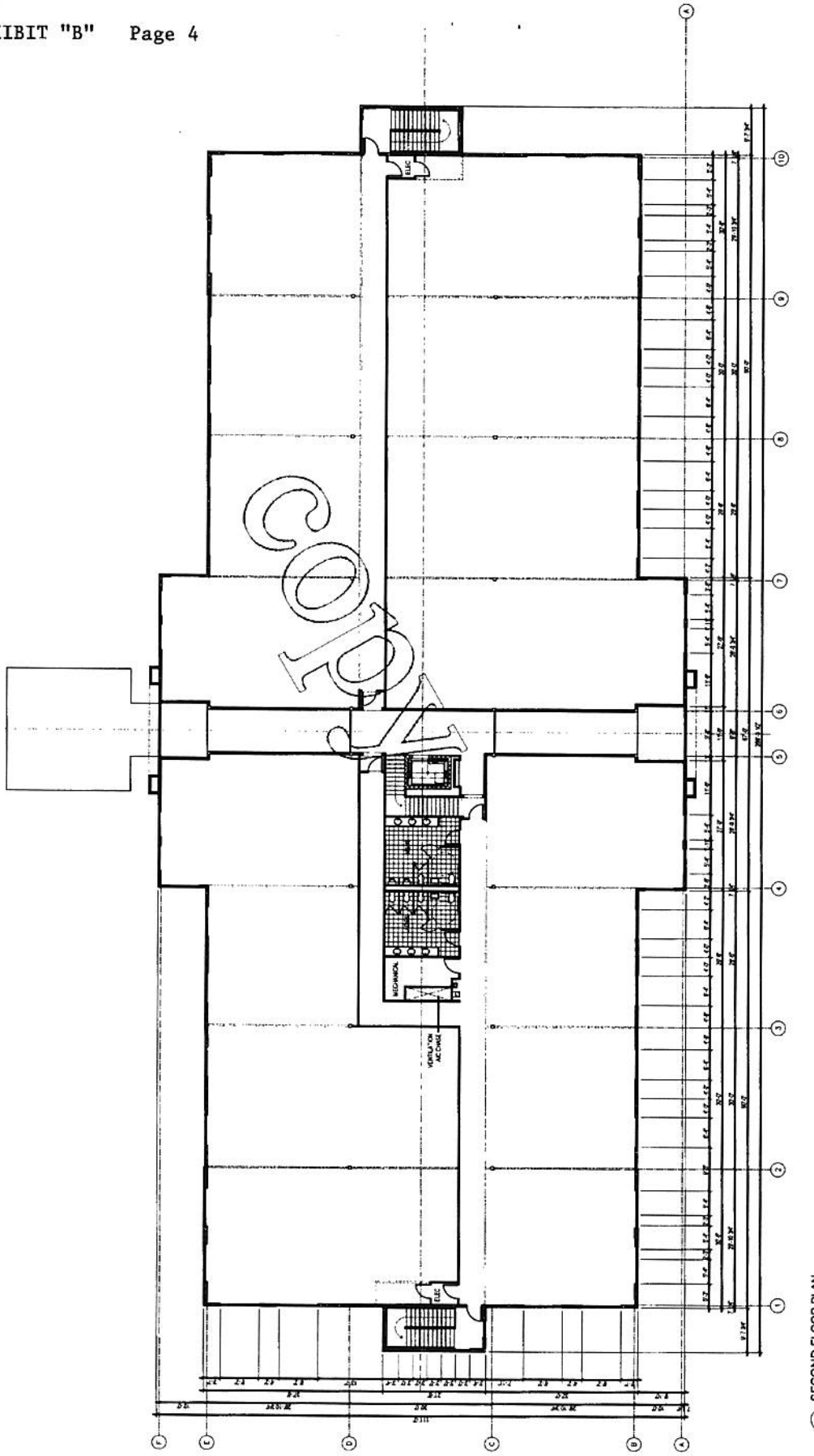




1 SECOND FLOOR PLAN
SWP-112

CONDO OFFICE AREA - 20,250 SQ. FT.
GROSS FLOOR AREA - 23,087 SQ. FT.

HIAWASSEE ROAD



CONDO OFFICE AREA - 20,250 SQ.FT.
GROSS FLOOR AREA - 23,097 SQ.FT.

HIAWASSEE ROAD

1 SECOND FLOOR PLAN
1/8" = 1'-0"

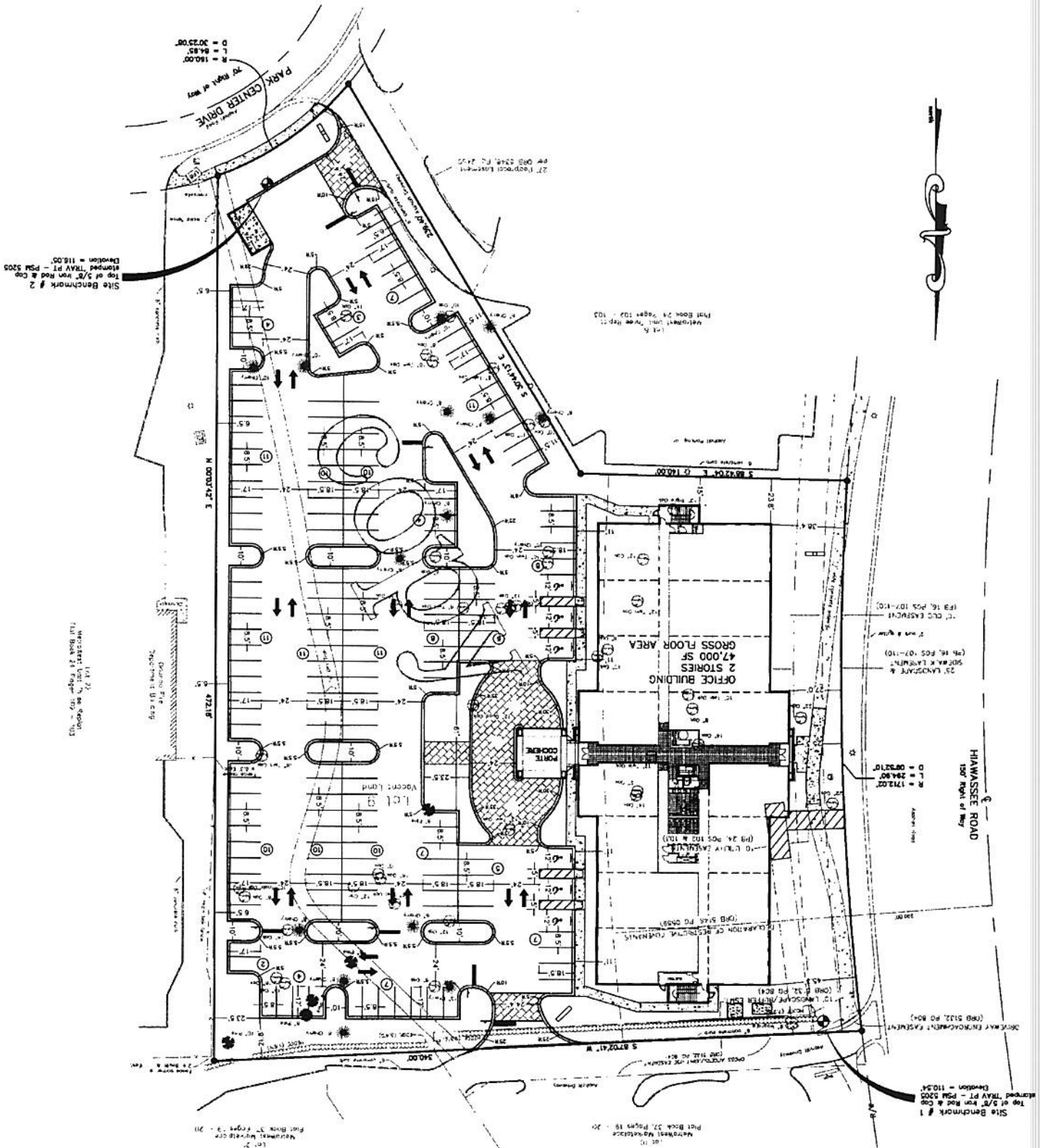


EXHIBIT "C"

Undivided Share of Common Elements

(Pages 1 - 3)

Copy

**Metro West Professional Plaza
A Commercial Condominium
Undivided Share of Common Elements**

14-Jan-05

First Floor :	Net Sq. Ft.	Budget 2005	Initial 2005 Assessment	% To Total Net
Suite Number 101	1,216.0	\$4,148.41	\$361.43	3.01%
Suite Number 102	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 103	1,608.0	\$5,485.73	\$477.94	3.98%
Suite Number 104	1,556.0	\$5,308.33	\$462.49	3.85%
Suite Number 105	991.0	\$3,380.82	\$294.55	2.45%
Suite Number 106	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 107	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 108	1,216.0	\$4,148.41	\$361.43	3.01%
Suite Number 109	1,688.0	\$5,758.65	\$501.72	4.18%
Suite Number 110	1,605.0	\$5,475.49	\$477.05	3.98%
Suite Number 111	1,605.0	\$5,475.49	\$477.05	3.98%
Suite Number 112	1,556.0	\$5,308.33	\$462.49	3.85%
Suite Number 113	991.0	\$3,380.82	\$294.55	2.45%
Suite Number 114	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 115	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 116	<u>1,216.0</u>	<u>\$4,148.41</u>	<u>\$361.43</u>	3.01%
Total Net Sq. Ft. 1st Floor	20,123.0	\$68,650.03	\$5,981.13	49.84%
Second Floor :	Net Sq. Ft.			% To Total Net
Suite Number 201	1,216.0	\$4,148.41	\$361.43	3.01%
Suite Number 202	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 203	1,608.0	\$5,485.73	\$477.94	3.98%
Suite Number 204	1,556.0	\$5,308.33	\$462.49	3.85%
Suite Number 205	991.0	\$3,380.82	\$294.55	2.45%
Suite Number 206	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 207	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 208	1,216.0	\$4,148.41	\$361.43	3.01%
Suite Number 209	1,815.0	\$6,191.91	\$539.47	4.50%
Suite Number 210	1,605.0	\$5,475.49	\$477.05	3.98%
Suite Number 211	1,605.0	\$5,475.49	\$477.05	3.98%
Suite Number 212	1,556.0	\$5,308.33	\$462.49	3.85%
Suite Number 213	991.0	\$3,380.82	\$294.55	2.45%
Suite Number 214	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 215	975.0	\$3,326.23	\$289.80	2.41%
Suite Number 216	<u>1,216.0</u>	<u>\$4,148.41</u>	<u>\$361.43</u>	3.01%
Total Net Sq. Ft. 2nd Floor	20,250.0	\$69,083.30	\$6,018.87	50.16%
Total Net Sq. Ft. Building	40,373.0	\$137,733.33	\$12,000.00	100.00%
Total Common Sq. Ft. Building	6,640.0			
Total Gross Sq. Ft. Building	47,013.0	\$137,733.33		
Factor =		16.45%		

**Metro West Professional Plaza
A Commercial Condominium
Estimated Operating Budget for 2005**

EXHIBIT C Page 2

14-Jan-05

	Monthly	Annually
1). Administration of the Association	\$1,000.00	\$12,000.00
2). Management Fees (included in #1. above)	N/A	N/A
3). Maintenance:		
Parking/ Sidewalks	\$200.00	\$2,400.00
Building (General)	500.00	6,000.00
Elevator Contract	500.00	6,000.00
HVAC	300.00	3,600.00
Landscape Contract	500.00	6,000.00
Subtotal	<u>\$2,000.00</u>	<u>\$24,000.00</u>
4). Rent for recreational and other commonly used facilities :	N/A	N/A
5). Taxes upon Association property	TBD	TBD
6). Taxes upon Leased Areas	N/A	N/A
7). Insurance	\$750.00	\$9,000.00
8). Security and Fire Provisions	\$250.00	\$3,000.00
9). Other Expenses		
Pest Control Contract	\$250.00	\$3,000.00
Trash Removal Contract	600.00	7,200.00
Miscellaneous Contract labor	300.00	3,600.00
Common Electric Service	1,350.00	16,200.00
Common Water Service	1,100.00	13,200.00
Accounting	250.00	3,000.00
Attorney Fees	100.00	1,200.00
Janitorial Services and supplies	1,200.00	14,400.00
Miscellaneous	300.00	3,600.00
Subtotal	<u>\$5,450.00</u>	<u>\$65,400.00</u>
10). Operating Capital	\$1,000.00	\$12,000.00
11). Reserves for Deferred Maintenance and Capital Expenditures		
Roofing (15 years)	\$277.78	\$3,333.33
Exterior Painting (5 years)	250.00	3,000.00
Paving (5 years)	500.00	6,000.00
Subtotal	<u>\$1,027.78</u>	<u>\$12,333.33</u>
12). Expenses for a Unit Owner:		
Rent for a unit if subject to lease	N/A	N/A
Rent payable by the unit owner, directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment, is a mandatory condition of ownership and is not included in the common expense or assessments for common maintenance paid by the unit owners to the association.	N/A	N/A
TOTAL ESTIMATED OPERATING BUDGET	<u>\$11,477.78</u>	<u>\$137,733.33</u>
TOTAL ASSESSMENT AMOUNT	40,373.0	<u>\$0.284</u>
	Net SE	Net SE
		<u>\$3.41</u>

**Metro West Professional Plaza
A Commercial Condominium
Initial Start Up Assessment for 2005**

14-Jan-05

	Monthly	Annually
1). Administration of the Association	\$0.00	\$0.00
2). Management Fees (included In #1. above)	N/A	N/A
3). Maintenance:		
Parking/ Sidewalks	\$0.00	\$0.00
Building (General)	0.00	0.00
Elevator Contract	0.00	0.00
HVAC	0.00	0.00
Landscape Contract	0.00	0.00
Subtotal	\$0.00	\$0.00
4). Rent for recreational and other commonly used facilities :	N/A	N/A
5). Taxes upon Association property	TBD	TBD
6). Taxes upon Leased Areas	N/A	N/A
7). Insurance	\$0.00	\$0.00
8). Security and Fire Provisions	\$0.00	\$0.00
9). Other Expenses		
Pest Control Contract	\$0.00	\$0.00
Trash Removal Contract	0.00	0.00
Miscellaneous Contract labor	0.00	0.00
Common Electric Service	0.00	0.00
Common Water Service	0.00	0.00
Accounting	0.00	0.00
Attorney Fees	0.00	0.00
Janitorial Services and supplies	0.00	0.00
Miscellaneous	0.00	0.00
Subtotal	\$0.00	\$0.00
10). Operating Capital	\$1,000.00	\$12,000.00
11). Reserves for Deferred Maintenance and Capital Expenditures		
Roofing	\$0.00	\$0.00
Exterior Painting	0.00	0.00
Paving	0.00	0.00
Subtotal	\$0.00	\$0.00
12). Expenses for a Unit Owner:		
Rent for a unit if subject to lease	N/A	N/A
Rent payable by the unit owner, directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment, is a mandatory condition of ownership and is not included in the common expense or assessments for common maintenance paid by the unit owners to the association.	N/A	N/A
TOTAL ESTIMATED OPERATING BUDGET	\$1,000.00	\$12,000.00
TOTAL ASSESSMENT AMOUNT	40,373.0	\$0.29723
	Net SE	Net SE

EXHIBIT "D"

(Articles of Incorporation)

COPY