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**DECLARATION OF CONDOMINIUM** 

OF

METROWEST WILSHIRE PLAZA,

A COMMERCIAL CONDOMINIUM

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

> WILLIAM S. VANOS, ESQUIRE LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A. P. O. BOX 2809 ORLANDO, FLORIDA 32802

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### DECLARATION OF CONDOMINIUM OF METROWEST WILSHIRE PLAZA, A COMMERCIAL CONDOMINIUM

Metrowest Wilshire Plaza, L.L.C., a Florida limited liability company, whose address is 8712 Southern Breeze Drive, Orlando, FL 32836, being the owner of fee simple record title to certain land and improvements located and situate in Orange County, Florida, such land being more particularly described and identified on **Exhibit "A"** to this Declaration of Condominium, does hereby submit said land and the improvements to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, (the "Condominium Act"), and pursuant to the terms and provisions of this Declaration of Condominium (the "Declaration").

- 1. <u>Name</u>. The name by which this condominium (the "Condominium") is to be identified is METROWEST WILSHIRE PLAZA, A COMMERCIAL CONDOMINIUM.
- **2.** <u>Definitions</u>. The following words and terms used in this Declaration and in its exhibits, including, but not limited to, the Articles of Incorporation and By-Laws of Metrowest Wilshire Plaza Condominium Association, Inc., shall be defined as follows, unless the context otherwise requires:
- 2.1. <u>Association</u>. Association means Metrowest Wilshire Plaza Condominium Association, Inc., a Florida not-for-profit corporation.
- 2.2. **Building**. Building means the building which contains the Units and certain of the Common Elements.
- 2.3. <u>Common Elements</u>. Common Elements means that portion of the Condominium Property other than the Units, but including, without limitation, all easements through Units for conduits, ducts, plumbing, wiring and other facilities which may exist for the furnishing of Utility Services to Units or the Common Elements, an easement of support in every portion of a Building which contributes to the support of another Building, and the property and installations required for furnishing of Utility Services or other services to more than one Unit or to the Common Elements.
- 2.4. <u>Common Expenses</u>. Common Expenses means all expenses and assessments properly incurred by the Association in the administration and management of the Condominium Property, including, but not limited to, the following:
- (a) Expenses of maintenance, operation, repair or replacement of the Common Elements, the Limited Common Elements and of the parts of the Units to be maintained by the Association, including, but not limited to special assessments pursuant to Paragraph 10.2(d) and Paragraph 10.2(e)(5) hereof.
- (b) Costs and expenses of capital improvements and betterments and/or additions to the Common Elements and Limited Common Elements.

- (c) The expenses of administration and management of the Association attributable to the Condominium as hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association, including compensation paid by the Association to an accountant, attorney, or other employee, professional or independent contractor. Such expenses shall also include any compensation, fees, salaries, costs or expenses paid to any management company or individual engaged to administer and manage the Condominium.
- (d) Expenses declared Common Expenses by the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.
  - (e) Any valid charge against the Condominium Property as a whole.
- (f) All reserves for replacement and maintenance of the Condominium Property as required under the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association.
- (g) Expenses for the operation, maintenance, and, if necessary, replacement of the Surface Water and Storm Water Management System.
- 2.5. <u>Condominium Parcel</u>. Condominium Parcel means a Unit together with the undivided shares in the Common Elements and Limited Common Elements which are appurtenant to the Unit.
- 2.6. <u>Condominium Property</u>. Condominium Property means the land, leaseholds, easements and personal property that are subject to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.7. <u>Developer</u>. Developer means Metrowest Wilshire Plaza, L.L.C., a Florida limited liability company, and any successor Developer as defined by Florida Statutes or by the Florida Administrative Code. In addition, any holder of a mortgage which acquires a majority of the Units, either by foreclosure or by deed in lieu of foreclosure, shall succeed to the rights and privileges of the Developer, and shall have the right to convey and assign same to any purchaser from such holder, even though such holder shall not be a Developer or Successor Developer as defined by Florida Statutes or the Florida Administrative Code.
- 2.8. <u>Limited Common Elements</u>. Limited Common Elements means the portions of and improvements within the Common Elements which are assigned to each Unit as indicated on the survey, graphic description of improvements and plot plan attached hereto as <u>Composite Exhibit "B"</u> which by this reference is incorporated herein.
- 2.9. <u>Person</u>. Person means an individual, trust, estate, partnership, association, company, corporation, joint venture or any legal entity or combination thereof.
- 2.10. **Property**. Property means the real property more particularly described in **Exhibit "A"** hereto.

- 2.11. <u>Surface Water and Storm Water Management System</u>. Surface Water and Storm Water Management System means those portions of that certain surface water and storm water management system more particularly described in the South Florida Water Management District and/or other permit(s) applicable to the Condominium Property which are located on the Condominium Property.
- 2.12. <u>Unit</u>. Unit means a part of any Condominium Parcel which is subject to exclusive ownership. The addresses of the Building shall be 2701 Wilshire Dr., Orlando, FL 32835. Unit numbers for each Unit are particularly shown on <u>Exhibit "B"</u> attached hereto and by this reference incorporated herein.
- 2.13. <u>Unit Owner</u>. Unit Owner means the record owner of a Condominium Parcel and includes Developer so long as it shall own any Condominium Parcel.
- 2.14. <u>Utility Services</u>. Utility Services shall mean all available utilities to the Condominium Property and the improvements constructed thereon and shall include but not be limited to electric power, gas, water, sanitary sewer, solid waste disposal, storm drainage, telephone, and cable television, as applicable.
- 2.15. <u>Substantial Loss or Damage</u>. Substantial Loss or Damage means loss or damage whereby two-thirds (2/3) or more of the Condominium Property is rendered uninhabitable.

### 3. Description of Condominium.

- 3.1. The following elements of the Condominium are described below, and more particularly described on **Exhibits "A" and "B"** attached hereto and by this reference incorporated herein, as applicable:
- (a) The legal description of the land on which the Condominium created by this Declaration has been developed (Exhibit "A").
- (b) A survey, graphic description of the improvements constructed on and within the Condominium Property and a plot plan thereof more particularly describing the general number and size of the Units comprising the Condominium and the areas and facilities to be owned as Common Elements (Composite Exhibit "B").
- (c) Each Unit Owner shall have one (1) vote (out of twelve (12) total votes) in the Association for each Unit owned.
- (d) Each Unit Owner shall have the percentage ownership interest in the Common Elements and share of Common Expenses for each Unit owned by the Unit Owner as more particularly set forth on **Exhibit "C"** attached hereto and by this reference incorporated herein.
  - 3.2. The Condominium shall not contain any timeshare units.

### 4. <u>Description, Boundaries and Related Items.</u>

4.1. Changes to Layout, Design and Arrangement of Units. Developer reserves the right to change the layout, design and arrangement of any Unit so long as Developer owns the Unit so changed and such change does not materially and adversely impact any other Unit Owner's rights or interests hereunder. No such change shall be made without amending this Declaration in the manner provided by law. The amendment for such purpose shall be signed and acknowledged by the Developer.

Without limiting the generality of the foregoing, the Developer shall have the power to combine and the Association shall have the power to permit the combination of two or more Units into one Unit, provided that no change in the Common Elements or change in the percentage ownership of the Common Elements as set forth in Exhibit "C" results therefrom. Following approval of such a combination by the Board, the combined Unit shall be designated by both/all of the Unit designation numbers which existed prior to the combination and shall be assessed as a single Unit for purposes of regular and special assessments, the amount of such assessments being equal to the sum of assessments as would previously have been attributable to The undivided percentage ownership of the Common Elements and the separate Units. percentage of the Common Expenses and Common Surplus attributable to such combined Unit shall be exactly equal to the sum of the undivided percentage ownership interests and percentage of the Common Expenses and Common Surplus of the previously separate Units. combination of multiple Units shall be subject to the express prior written approval of any parties holding liens or mortgages encumbering any involved Unit, whether or not such mortgage holder is an Institutional Mortgagee. The Developer or Board, as applicable, shall record, at the Owner's expense, an amendment to this Declaration, which shall contain: (i) the legal description of the Units being combined; (ii) the name(s) of the Owner(s) owning each Unit; (iii) the new undivided percentage interests attributable to the combined Unit; (iv) a recitation that the combination of the Units was approved by the Board (unless such combination is undertaken by Developer); and (v) the joinder of any mortgagee(s) holding mortgages encumbering any involved Units.

- 4.2. Changes to Boundaries and Unit Dimensions. Developer reserves the right to change the boundaries between or among Units so long as Developer owns the Units so changed and provided such change does not materially and adversely impact any other Unit Owner's rights or interests hereunder. No such change shall be made without amending this Declaration in the manner provided by law. The amendment for such purpose shall be signed and acknowledged by the Developer.
- 4.3. **Easements**. Each of the following easements is reserved and shall exist under, through and over the Condominium Property as applicable.
- (a) <u>Utilities</u>. Easements are hereby reserved over, across and under the Condominium Property as may be required for Utility Services in order to adequately serve the Condominium. The Developer also reserves the right to grant or create such easements as may be required for the furnishing of Utility Services or other services to the Condominium Property.
- (b) <u>Encroachments</u>. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or

negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

- (c) <u>Construction and Maintenance</u>. Easements, including but not limited to ingress and egress, are hereby reserved to Developer and granted to each Unit Owner under, through and over the Common Elements as may be required for the reconstruction and maintenance of the Unit(s) owned by the Developer or such Unit Owner(s).
- (d) <u>Ingress/Egress</u>. A non-exclusive easement for ingress and egress over the streets, walks, and other rights of way from time to time serving the Units shall exist as necessary to provide reasonable access to and from public rights of way for the use and benefit of the Unit Owners, the Developer, those claiming by, through or under such persons, and the customers, employees, guests, licensees and invitees of such persons.
- (e) <u>Unit Access</u>. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit.
- (f) <u>Limited Common Element Access</u>. The Association shall have the irrevocable right of access to the Limited Common Elements during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, the Limited Common Elements or to another Unit.
- (g) <u>Permits, Licenses, Easements</u>. The Association shall have the right to grant permits, licenses and easements over the Common Elements for drainage, utilities, access and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property.
- (h) <u>Easement for Access, Drainage and Maintenance</u>. The Association shall have a perpetual non-exclusive easement over all areas of and immediately surrounding the Surface Water and Storm Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Condominium Parcel which is a part of the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the system as required by applicable laws and/or permits. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System. This easement may not be removed from its intended use by subsequent Owners.
- (i) <u>Additional Developer Easements</u>. Developer reserves for itself, for so long as it holds any interest in any Unit, specific easement rights and the right to grant non-exclusive easements over, under and across the Common Elements as Developer may deem necessary for its use from time to time; provided, however, that such easements shall not materially and adversely affect the ability of the Unit Owners to utilize the Common Elements

for their intended purposes. Such rights reserved by Developer shall terminate when Developer no longer owns any Units.

- 4.4. <u>Unit Boundaries</u>. The boundaries of each Unit are generally shown on <u>Exhibit "B"</u> and a narrative description of such boundaries is as follows:
- (a) <u>Upper and Lower Boundaries</u>. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries.
- (1) <u>Upper Boundaries</u>. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the top story of the Unit if the Unit contains more than one story), provided that in multi-story Units, if any, where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling.
- (2) <u>Lower Boundaries</u>. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story of the Unit if the Unit is a multi-story Unit), provided that in multi-story Units, if any, where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor.
- (3) <u>Interior Divisions</u>. Except as provided in subsections (i) and (ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the floors of a multi-floor Unit, or nonstructural interior walls shall be considered a boundary of the Unit.
- (4) Boundaries Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.
- (b) <u>Perimetrical Boundaries</u>. The perimetrical boundaries of the Units shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (c) <u>Apertures</u>. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay doors and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials.

- Exceptions and Conflicts. In the case of any conflict between the (d) boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B," the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over any erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous the Developer or the President of the Association shall have the right to unilaterally amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any Unit Owner or mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control.
- 5. Appurtenances to Units. Appurtenances to each Unit shall include but not be limited to the following, and all appurtenances shall pass with the title to each Unit, whether or not separately described.
- 5.1. Common Elements. Each Unit Owner shall own an undivided share in the Common Elements for each Unit owned by the Unit Owner in the percentage shown on Exhibit "C", which share shall be an appurtenance to each Unit.
- 5.2. Limited Common Elements. Each Unit Owner shall own an undivided share in the Limited Common Elements, if any, for each Unit owned by the Unit Owner in the percentage shown on Exhibit "C", which share shall be an appurtenance to each Unit; provided. however, that nothing herein contained shall be deemed to create a possessory interest in, or a right to enter on behalf of, any Unit Owner to any Limited Common Element that is not assigned to that Unit Owner's Unit.
- 5.3. Association's Power to Convey. The Association shall have a limited power to convey portions of the Common Elements to condemning authorities for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.
- 5.4. Non-Exclusive Use of Parking Spaces. The Common Elements include parking areas for vehicles. The Developer for so long as it owns any Unit, and thereafter the Association, may (but is under no obligation to) assign any number of parking spaces for the non-exclusive use of a Unit, which assignment shall be part of the official records of the Association but shall not be recorded. While the maintenance of each space so assigned shall be the responsibility of the Association, the insurance of all contents therein shall be the sole responsibility of the Owner of the Unit to which it is assigned.

The Developer, for so long as it owns any Unit, and thereafter, the Association, may temporarily allow any parking space designated for handicapped use to be utilized exclusively by a Unit Owner during any time in which said Unit Owner is in possession of a current and valid handicapped parking permit issued by the applicable governmental agency.

Any such parking space shall become a Limited Common Element of such person's Unit, on a temporary basis, and all rights thereto shall be automatically withdrawn upon the earlier of (i) the handicapped parking permit becoming invalid or otherwise terminating for any reason whatsoever; (ii) the sale of such person's Unit, or (iii) the Owner no longer occupying the Unit. Any assignments of handicapped parking spaces shall be subject to, and conditioned upon requirements, limitations and prohibitions, if any, imposed under all applicable governmental laws, regulations, ordinances and codes, as amended from time to time, and shall only be effective to the extent permitted thereunder.

The Association shall have the right, but not the obligation, to enforce the provisions of this subsection through all legal means, including, without limitation, having vehicles which are not in compliance with the terms of this Declaration towed from the Condominium Property at the expense of the vehicle owner.

- 6. <u>Liability for Common Expenses and Interest in Common Surplus</u>. Liability for Common Expenses and interest in Common Surplus shall be on a per square foot basis. Each Unit Owner shall be liable for that percentage of the Common Expenses more particularly shown on **Exhibit "C"**. Each Unit Owner shall have a percentage interest in the common surplus of the Association as shown on Exhibit "C". Such interest in the common surplus does not, however, include the right to withdraw or direct payment or distribution of the common surplus.
- 7. <u>Maintenance</u>, <u>Repair and Replacement</u>; <u>Changes</u>, <u>Improvements and Additions</u>; <u>Condominium Property</u>. Responsibility for the maintenance, repair and replacement of the Condominium Property and restrictions upon changes, improvements and additions thereto shall be as follows:
- 7.1. Maintenance, Repair and Replacement Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements. The Association shall also be responsible for the maintenance, repair and replacement of conduits, ducts, plumbing lines, wiring and other equipment located within a Unit to the extent any of the same is/are utilized for the purpose of furnishing Utility Services to a portion of the Condominium Property not contained within such Unit. The Association shall further be responsible for all incidental damage to a Unit by reason of any maintenance, repair or replacement undertaken by it pursuant to all of the preceding. All costs associated with the Association's responsibilities of maintenance, repair and replacement shall be a Common Expense.
- 7.2. Maintenance, Repair and Replacement Unit Owners. Each Unit Owner shall at his cost be responsible for the maintenance, repair and replacement of all parts of his Unit and all Limited Common Elements associated therewith, except as otherwise provided in Section 7.1 above, and except that the Association and such Unit Owner may agree that the Association shall provide or contract for the provision of maintenance, repair and replacement of such Unit Owner's Limited Common Elements and recover the cost thereof from the Unit Owner as a special assessment. The Unit Owner shall further be responsible for maintenance, repair and replacement of all fixtures, mechanical and electrical equipment such as heating and air conditioning systems, plumbing and any other item of equipment, furnishings and any other item contained with each Unit, except as otherwise provided in Section 7.1 above. The Unit Owner

shall further be responsible for the maintenance, repair or replacement of all exterior exposed parts of and protrusions from each Unit, such as but not limited to exterior glass windows, glass doors, panels, awnings, shutters, signage, lights, doors and the like; provided, however, that, notwithstanding the foregoing, the Unit Owner shall obtain the Association's approval of all replacements of exterior exposed parts, which approval shall not be withheld if such replacement parts are identical to the original parts which they replace. Whenever maintenance, repair or replacement, for which a Unit Owner is responsible, results from loss or damage which is covered by insurance maintained by the Association, the proceeds of such insurance received by the Association shall be used for the purpose of any such maintenance, repair or replacement, except that the Unit Owner shall be required to pay such part of the cost of such maintenance, repair or replacement that, by reason of the applicability of any deductibility provision of such insurance, exceeds the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

- 7.3. Changes, Improvements and Additions, Association. Except as otherwise provided below, the Association shall have the right to make or cause to be made changes, improvements or additions to the Common Elements provided any such changes, improvements or additions are approved by the Board of Directors of the Association. The cost of any such changes, improvements or additions shall be a Common Expense. The Association shall not, however, make or cause to be made any changes, improvements or additions to the Common Elements which would have any material and adverse impact on any Unit Owner's Unit or the business conducted therein or therefrom without the approval of same by such Unit Owner.
- 7.4. Changes, Improvements and Additions, Unit Owners. Except as otherwise provided herein, a Unit Owner may, at the Owner's cost, make such changes, improvements or additions to a Unit as the Owner may desire, except that a Unit Owner shall not make any changes, improvements or additions of a material nature to the exterior of a Unit unless the nature and extent of such exterior changes, improvements or additions shall first be approved by the Board of Directors of the Association pursuant to plans and specifications therefor submitted by the Owner desiring to make such exterior changes, improvements or additions, and provided further that no exterior changes, alterations or additions shall be made by any Owner if the same would either (i) encroach into the Common Elements or Limited Common Elements in any manner which would materially and adversely affect the use of the same for their intended purposes, or (ii) materially and adversely affect the rights or interests of any other Unit Owner. In no event shall the Association's approval be required for any changes, improvements or alterations to the interior of a Unit.
- 7.5. Maintenance of Surface Water and Storm Water Management System. The Association shall own and be responsible for the maintenance, operation and repair of the Surface Water and Storm Water Management System. Maintenance of the Surface Water and Storm Water Management System shall mean the exercise of practices which allow the Surface Water and Storm Water Management System to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the applicable governmental authorities having jurisdiction over the Surface Water and Storm Water Management System. Any repair or reconstruction of the Surface Water and Storm Water Management System shall be as permitted, or if modified, as approved by the applicable

governmental authorities having jurisdiction over the Surface Water and Storm Water Management System.

### 8. Assessments.

- Calculation of Assessments. The Board of Directors of the Association 8.1. shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the Common Expenses and shall assess the Unit Owners for said sums in proportion to their share of Common Expenses. The procedure for the making and collection of such assessments shall be set forth in the By-Laws of the Association. All assessments, including special assessments pursuant to Paragraphs 10.2(d) and 10.2(e)(5) hereof, shall be the personal obligation of each Unit Owner, and each Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner, including interest thereon, as hereinafter provided, and all costs incident to the collection thereof including attorney's fees and costs, before trial, at trial or on appeal. In a voluntary conveyance (other than a deed in lieu of foreclosure), the grantee shall be jointly and severally liable with the grantor for all assessments with respect to the Unit up to the time of conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.
- 8.2. Late Fees. In the event that any Unit Owner does not pay any installment of any assessment within the time periods required by this Declaration, a late fee of in an amount equal to the greater of twenty five dollars (\$25) or five percent (5%) of the delinquent installment shall be charged to the Unit Owner.
- 8.3. Interest, Application of Payments. All assessments, including special assessments pursuant to Paragraphs 10.2(d) and 10.2(e)(5) hereof, and installments thereon not paid when due shall bear interest at a rate equal to the lower of (i) 18 percent (18%) per annum or (ii) the highest rate allowed by law from the date when due until paid. All payments on account shall be first applied to interest, then to late fees, and then to the assessment payment first due.
- 8.4. Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including special assessments pursuant to Paragraph 10.2(d) and 10.2(e)(5) hereof, and for interest accruing thereon, which lien shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of any such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective and shall relate back to the recording of this Declaration or any the amendment thereto by which the Condominium Parcel subject to the lien was created. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien in the Public Records of Orange County, Florida. All such liens shall state the legal description of the Condominium Unit, the name of the Unit Owner, the amount due and the due dates. No lien shall continue for longer than one year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such claim of lien shall be signed and acknowledged by an officer of the Association or an authorized representative of any manager duly appointed by the Board of Directors of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded

at his expense. The assessment lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Condominium Parcel subject to assessments, provided that such mortgage or mortgages are recorded prior to the Association's claim of lien. The Association's lien may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, and the Association may also, at its option, sue to recover money judgments for any unpaid assessments without thereby waiving the lien securing the same.

When the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall be liable for the unpaid assessments that become due prior to mortgagee's receipt of the deed; provided, however, that such liability shall be limited to the lesser of (i) the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in this Declaration for the collection of unpaid assessments. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses or any general or special assessments coming due during the period of such ownership.

- 8.5. <u>Commencement of Assessments</u>. Assessments for Common Expenses for all Unit Owners shall commence on the date of recording of this Declaration among the Public Records of Orange County, Florida and each Unit Owner shall be responsible for assessments on his Unit as of the date he takes title to his Unit; however, the Developer shall be excused from payment of assessments against those Units which it owns for the period of time the Developer owns all Units and pays all costs which would constitute Common Expenses.
- 9. Association. The operation of the Condominium shall be by the Association. Each Unit Owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each Unit Owner in the funds and assets of the Association shall be in the same proportion as the liability of each Unit Owner for Common Expenses. Each Unit Owner shall have the voting rights set forth in Paragraph 3.1(c) above. The Association shall fulfill its functions pursuant to the following:
  - 9.1. The Condominium Act. The Condominium Act.
  - 9.2. **Declaration of Condominium.** This Declaration of Condominium.
- 9.3. <u>Articles of Incorporation</u>. The Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as **Exhibit "D"**.

- 9.4. **By-Laws.** The By-Laws of the Association, a copy of which is attached hereto and made a part hereof as **Exhibit "E"**.
- 9.5. Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

### 10. Insurance.

10.1. <u>Liability Insurance</u>. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all the Condominium Property, and insuring the Association, the Unit Owners, as its and their interests appear, in such amount and providing such coverage as the Board of Directors of the Association may determine from time to time. Premiums for the payment of such insurance shall be paid by the Association, and such premiums shall be a Common Expense.

### 10.2. Casualty Insurance.

- (a) <u>Purchase of Insurance</u>. The Association shall obtain fire and extended coverage insurance with other perils endorsement and vandalism and malicious mischief insurance, insuring all of the improvements on the Condominium Property and all property owned by the Association, in and for the interests of the Association, all Unit Owners and their first mortgagees of record, as their interests may appear, from a company acceptable to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and such premiums and other expenses shall be a Common Expense.
- Loss Payable Provisions. All policies purchased by the (b) Association shall be for the benefit of and made payable to the Association and all Unit Owners, and their first mortgagees of record, as their interest may appear. Such policies shall be deposited with the Association, and the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. Mortgagee endorsements for first mortgagees of record shall be issued as to said policies upon written request of such first mortgagees. It shall be the duty of the Association to receive such proceeds as are paid, and hold the same in trust for the purposes elsewhere stated herein, for the benefit of the Association and the Unit Owners and their respective first mortgagees of record. Each Unit Owner shall have an undivided share in the proceeds of such insurance on account of loss or damage to the Common Elements or Limited Common Elements, such share being the same as that Owner's undivided share in the Common Elements or Limited Common Elements appurtenant to his Unit. In the event a mortgagee endorsement has been issued with respect to any Unit, the share of the Unit Owner shall be held in trust for the first mortgagee of record and the Unit Owner, as their interests may appear, provided, however, that no first mortgagee of record or any other 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 or the use of available insurance proceeds for same.

- (c) <u>Distribution of Proceeds</u>. Insurance proceeds received by the Association shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed in the following manner:
- (1) Reconstruction or Repair. If the damaged improvements for which the proceeds were paid are to be repaired or reconstructed, as hereinafter provided, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after paying in full the cost of repair or reconstruction shall be distributed to the beneficial owners, all remittances to Unit Owners and their first mortgagees of record being payable jointly to them and distributed, as between them, pursuant to the terms of the mortgage. This is a covenant for the benefit of any first mortgagee of record of a Unit and may be enforced by such first mortgagee.
- (2) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damaged improvements for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be disbursed to the beneficial owners, remittances to Unit Owners and their first mortgagees of record being payable jointly to them and, as between them, distributed pursuant to the terms of the mortgage. This is a covenant for the benefit of any first mortgagee of record of a Unit and may be enforced by such first mortgagee. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to repair or replace such personal property, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.
- Owners and their first mortgagees in lieu of repair or reconstruction of Units, the Association shall prepare or cause to be prepared a certificate with the names of the Unit Owners and their first mortgagees of record with respect to such Units, such certificate to be approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida, prior to any distributions being made.
- (d) Less than Substantial Loss or Damage. Where loss or damage occurs with respect to the Common Elements, but said loss or damage is less than Substantial Loss or Damage, it shall be obligatory upon the Association and the Unit Owners to repair or reconstruct the damage caused by said loss. Where such loss or damage is less than Substantial Loss or Damage, the Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the costs of repairing or reconstructing, and after obtaining the same the Association shall promptly contract for the repair or reconstruction of such loss or damage. No first mortgagee of record or any other mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan except as to remaining proceeds, as provided in Paragraph 10.2(c)(1) hereof. If the proceeds of insurance are not sufficient to defray the estimated cost of repair or reconstruction, or if at any time during repair or reconstruction, or upon completion of repair or reconstruction, the funds for payment of the cost of repair or reconstruction are insufficient, a special assessment shall be made by the Board of Directors of the Association in sufficient amount to provide funds for the payment of such costs, which costs shall be deemed a Common Expense. Such assessment shall be in proportion to each Unit Owner's, or other interest holder's, share of Common Elements.

- (e) <u>Substantial Loss or Damage</u>. Should Substantial Loss or Damage occur, then:
- (1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair or reconstruction.
- (2) The Board of Directors of the Association shall ascertain as promptly as possible the net amount of insurance proceeds available for repair or reconstruction. No first mortgagee of record or any other mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan except as to remaining proceeds, as provided in Paragraphs 10.2(c)(1) hereof and except as provided in Paragraph 10.2(c)(2) hereof.
- (3) Thereupon, a special meeting of members shall be called by the Board of Directors of the Association to be held not later than sixty (60) days after the casualty, at which the members shall vote to either repair or reconstruct the Common Elements or terminate the Condominium subject to the following provisions:
- (4) If all of the Unit Owners vote to terminate the Condominium, then and in such event the Condominium Property shall be removed from the provisions of the law by the recording, in the Public Records of Orange County, Florida, of an instrument terminating this Condominium, which instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its President and Secretary. Notwithstanding the foregoing, however, termination of the Condominium must be approved by all mortgagees of record as evidenced by written consents recorded in the Public Records of Orange County, Florida. The termination of the Condominium shall become effective upon the recording of said instrument in the Public Records of Orange County, Florida, and the Unit Owners shall thereupon become owners as tenants in common of the Condominium Property, and except as hereinafter provided their undivided interests in the Condominium Property as tenants in common shall be the same as their undivided interest in the Common Elements prior to termination. Notwithstanding the foregoing, however, the undivided interests of the tenants in common shall be equitably adjusted such that each tenant's interest shall reflect and include the then fair market value of the remaining Building, if any, formerly comprising such tenant's Unit, in proportion to the then fair market value of all remaining Buildings. Upon termination, all mortgages and other liens upon Condominium Parcels shall become mortgages and liens upon the undivided interest of such tenants in common, with the same priority as existed prior to the termination of the Condominium.
- (5) If all of the Unit Owners do not vote to terminate the Condominium, or if such termination is not approved by all mortgagees of record, the Association shall apply the net insurance proceeds toward the repair or reconstruction of the Common Elements.
- (6) If the net insurance proceeds available for repair or reconstruction are not sufficient to cover the cost thereof, so that a special assessment will be required, the Board of Directors shall determine the amount of such assessment, and thereafter in the manner and as provided in Paragraph 10.2(d) hereof, and thereupon, the Association shall proceed to negotiate and contract for such repairs or reconstruction.

- (7) If a dispute should occur as to whether Substantial Loss or Damage has occurred, the Board of Directors of the Association shall decide the question and its decision shall be binding and conclusive upon all Unit Owners.
- (f) <u>Surplus</u>. It shall be presumed that the first monies disbursed in payment of costs of repair or reconstruction shall be from the insurance proceeds, and if there is a balance in the funds after the payment of all costs of repair or reconstruction, such balance shall be distributed to the beneficial owners of the fund in the manner heretofore provided.
- (g) <u>Plans and Specifications</u>. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original Common Elements, or as the same were last repaired or reconstructed, unless otherwise agreed by all Unit Owners.
- (h) Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon the payment of the claims.
- 10.3. <u>Workmen's Compensation Policy</u>. Policies of workmen's compensation insurance shall be obtained to meet the requirements of Florida and federal law.
- 10.4. <u>Insurance of Persons in Control of Association Funds</u>. The Association shall obtain and maintain, at the Association's expense, adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond shall cover the maximum amount of funds that will be in custody of the Association or its management at any one time.
- 10.5. Other Insurance. The Association is authorized to obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. The Board of Directors of the Association may obtain insurance policies, as provided under this Section 10, which contain such deductible clauses as the Board of Directors determines.
- 10.6. <u>Unit Owner's Insurance</u>. Each Unit Owner shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:
- (a) <u>Casualty Insurance</u>. Each Unit Owner shall keep its Unit, including all permitted alterations, changes, additions and replacements thereof and thereto, insured against loss or damage caused by: (i) fire, windstorm and other hazards and perils generally included under extended coverage; (ii) vandalism and malicious mischief; and (iii) boiler and machinery (but only if the Unit contains one or more boilers and/or items of machinery for which such coverage is appropriate as determined by the Board of Directors of the Association), all in an amount which reasonably assures there will be sufficient proceeds to restore the Unit and other insured property in the event of a loss against which such insurance is issued. All insurance required hereunder, and all other insurance maintained by the Unit Owner on his Unit in excess of or in addition to that required hereunder, shall be carried in favor of the Unit Owner and the Association, as their respective interests may appear.

- provided, if any Unit Owner's Unit shall be damaged by fire, windstorm or any other cause whatsoever, such Unit Owner shall give the Association immediate notice thereof and shall repair the Unit, or the portion thereof so damaged, at least to the extent of the value and character thereof existing immediately prior to such occurrence. All work shall be started and completed as soon as practicable, at the Unit Owner's sole cost and expense. The Unit Owner shall, however, immediately take such action as is necessary to assure that the Unit (or any portion thereof) does not constitute a nuisance or otherwise presents a health or safety hazard.
- (2) <u>Plans and Specifications</u>. Any repair by a Unit Owner of its Unit must be substantially in accordance with the plans and specifications for the original Unit (as modified if required by applicable governmental authorities) unless otherwise approved by the Board of Directors of the Association.
- (3) <u>Uninsured Losses</u>. Nothing contained herein shall relieve the Unit Owner of its obligations under this Section 10.6(a) if the destruction or damage is not covered, either in whole or in part, by insurance.
- (b) <u>Liability Insurance</u>. Each Unit Owner shall provide and keep in full force and effect a policy of broad form comprehensive commercial general public liability and property damage insurance providing coverage against liability for personal injury, death and property damage having limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in the aggregate, with an umbrella liability policy in the amount of an additional ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). Said insurance, and any and all other liability insurance maintained by the Unit Owner in excess of or in addition to that required hereunder, shall name the Association as an additional insured.
- (c) <u>Worker's Compensation Insurance</u>. To the extent required by law, each Unit Owner shall provide and keep in full force and effect workers' compensation insurance, in a form prescribed by the laws of the State of Florida, and employers' liability insurance.
- (d) <u>Builder's Risk Insurance</u>. Each Unit Owner shall, prior to the commencement and during the construction of any permitted rehabilitation, replacement, reconstruction, restoration, renovation or alteration to its Unit, provide and keep in full force and effect builders' risk insurance in accordance with the requirements of this Section.
- (e) Other Insurance. In addition, each Unit Owner shall, at the request of the Association, provide, keep and maintain in full force and effect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those conducted by such Unit Owner on the Condominium Property.
- (f) <u>Carriers and Features</u>. All insurance policies required to be carried by each Unit Owner as provided in this Section 10.6 shall be issued by insurance companies authorized and licensed to do business in the State of Florida. All such policies shall

be for periods of not less than one year and each Unit Owner shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall require not less than thirty (30) days written notice to the Association prior to any cancellation thereof or any change reducing coverage thereunder.

- (g) <u>Premiums</u>. Each Unit Owner shall pay the premiums for all insurance policies which such Unit Owner is obligated to carry under this Section 10.6 and, at least twenty (20) days prior to the date any such insurance must be in effect, deliver to the Association a copy of the policy or policies, or a certificate or certificates thereof, along with evidence that the premiums therefor have been paid for at least the next ensuing quarter-annual period.
- (h) <u>Failure to Procure Insurance</u>. In the event any Unit Owner shall fail to procure insurance required under this Section 10.6 and fail to maintain the same in full force and effect continuously during the term of this Lease, the Association shall be entitled to procure the same and such Unit Owner shall immediately reimburse the Association for such premium expense as a special assessment against such Unit Owner's Unit.
- (i) <u>Change in Insurance Requirements</u>. The Association shall be entitled to change and/or supplement the insurance requirements of this Section 10.6 in its commercially reasonable discretion.
- 10.7. <u>Insurance Companies</u>. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies, and neither the Board of Directors of the Association nor any Unit Owner shall be responsible for the quality of financial responsibility of the insurance companies provided the same are licensed to do business in the State of Florida.
- 11. <u>Use Restrictions</u>. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists.
- 11.1. Restricted Uses. The Limited Common Elements shall be used only for purposes approved by the Developer, while the Developer owns Units and holds them out for sale, and thereafter the Association. Without limiting the foregoing, any signage which will be displayed on the Limited Common Elements or from within a Unit must be approved by the Association prior to such display, which approval shall not be unreasonably withheld. The Units located on the first floor of the Building shall be restricted to professional office and general commercial use only. The Units located on the second floor of the Building shall be restricted to professional office and educational uses only.
- 11.2. <u>Rules and Regulations</u>. Rules and Regulations concerning use of the Common Elements may be made by and may be amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such rules and regulations, if any, and amendments thereto shall be furnished by the Association to all Unit Owners and occupants of Units upon request.

- 11.3. <u>Units</u>. Each of the Units shall be occupied only for lawful purposes by the Unit Owner, its customers, agents, employees, guests, invitees, and lessees, and in the case of lessees, their customers, agents, employees, guests and invitees.
- 11.4. <u>Common Elements, Limited Common Elements</u>. The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities to the Units and the Unit Owners.
- shall be conducted within any Unit which shall be noxious, offensive, illegal, or which shall cause an emission of dust, smoke, odors, fumes, radiation, noise or vibrations which may be or become a nuisance or an unreasonable annoyance to the occupants of any adjacent or neighboring Unit. All on-site operations and activities shall be conducted with reasonable and appropriate precautions against radiation, radioactivity, fire, explosion and other hazards. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate except in proper containers, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.
- 11.6. <u>Leasing of Units</u>. The leasing of a Unit is permitted. All of the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations of the Association pertaining to use and occupancy of the Condominium Property shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and all such tenants are hereby put on notice of same.
- 11.7. Signs. Without the prior written approval of the Board of Directors of the Association, which shall not be unreasonably withheld or delayed, no "For Sale" or "For Rent" signs or any other type of sign or other displays or advertising shall be maintained on any part of the Common Elements. The foregoing shall not preclude or limit identification, directional and commercial signs located on the exterior of a Building or signs which are located within the interior of a Building.
- 11.8. <u>Parking Spaces</u>. No boats, house trailers, boat trailers, mobile homes, campers or trailers of any description shall be parked in any parking space except with the written consent of the Board of Directors of the Association.
- 11.9. <u>Antennae</u>; <u>Other Improvements</u>. No satellite dishes, television or radio antennae, towers or other improvements of any nature shall be erected on or into any part of the Common Elements except with the written consent of the Board of Directors of the Association, which may be withheld in the Board's discretion.
- 11.10. <u>Animals</u>. Animals may not be kept, bred or maintained for any purpose on the Condominium Property.
- 12. <u>Transfers of Condominium Parcels</u>. There are no, nor shall there be any, restrictions or limitations upon the sale, transfer, conveyance, mortgaging, or other disposition of a Condominium Parcel, except as specifically provided otherwise herein.

- 13. <u>Compliance and Default</u>. Each Unit Owner shall be governed by and shall comply with the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant thereto, as they all may be amended from time to time. Failure of a Unit Owner to comply shall, in addition to any other remedies allowable under Florida law, entitle the Association or any aggrieved party to the relief and remedies provided by the Condominium Act, this Declaration, the Articles of Incorporation and the By-Laws.
- 13.1. <u>Negligence</u>. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act or neglect, or the act or neglect of any customers, guests, employees, agents, invitees, lessees or others arising under such Unit Owner, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.
- 13.2. <u>No Waiver of Rights</u>. The failure of the Developer, the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the rules and regulations of the Association shall not constitute a waiver of the right to do so thereafter.
- 14. <u>Amendments</u>. Except as otherwise provided in Paragraph 14.3, amendments to this Declaration shall be proposed and adopted in the following manner:
- 14.1. <u>Notice</u>. 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.
- 14.2. Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors of the Association or by ten percent (10%) or more of the members of the Association entitled to vote at an Association meeting. Such members may propose such an amendment by instrument in writing directed to the president or secretary of the Association signed by a majority of such members. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regular or special meeting thereof. Upon an amendment being proposed as herein provided, the secretary of the Association shall call a special meeting of the members of the Association to be held not sooner than twenty (20) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Such amendment must be approved by the affirmative vote of all members entitled to vote.
- 14.3. Amendments Prior to Transfer of Control of Association. Notwithstanding the provisions of Paragraphs 14.1 and 14.2 hereof, until the first election of the members of the Board of Directors by Unit Owners, as provided in the Articles of Incorporation and By-Laws of the Association, proposal of an amendment other than an amendment described in Sections 718.110(4), relating to altering the configuration of Units, and (8), relating to the creation of timeshare units, of the Condominium Act, shall be made by the Board of Directors. Approval thereof shall require only the affirmative vote of all of the Directors at any regular or special meeting thereof. Amendments relating to matters described under Florida Statutes 718.110(4) must be joined in execution by the record owner of any Unit so affected and all record owners of liens on such Unit. In addition, an amendment relating to Section 718.110(4)

of the Condominium Act also requires the approval of the record owners of all other Units. No amendment may permit timeshare estates to be created unless the record owner and all lien holders on each Unit join in the execution of such amendment as required under Section 718.110(8) of the Condominium Act.

- 14.4. **Form.** No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and 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 declaration. See provision \_\_\_\_\_ for present text."
- 14.5. Execution and Recording. Except as otherwise provided in this Declaration or in the Condominium Act, a copy of each amendment shall be attached to a certificate which shall include the recording date identifying the Declaration, certifying that the amendment was duly adopted, and said certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Orange County, Florida.
- Management System. If required by law or by the terms of any governmental permits or approvals pertaining to the Condominium Property, any amendment to this Declaration which would affect the Surface Water and Storm Water Management System shall be submitted to the South Florida Water Management District for review prior to the finalization of the amendment. If so required, the South Florida Water Management District shall determine if the proposed amendment will require a modification of any environmental resource or surface water management permit pertaining to the Condominium Property. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the amendment of this Declaration.
- or by the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners together with the approval in writing of all owners of first mortgages of record on Condominium Parcels. Upon approval as aforesaid, the Condominium Property shall be removed from the provisions of law by the recording, in the Public Records of Orange County, Florida, of an instrument terminating this Condominium, which instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its president and secretary. The termination of the Condominium shall become effective upon the recording of said instrument in the Public Records of Orange County, Florida, and the Unit Owners shall thereupon become owners as tenants in common of the Condominium Property, and their undivided interests in the Condominium Property as tenants in common shall be the same as their undivided interests in the Common Elements prior to termination. Upon termination, all mortgages and other liens upon Condominium Parcels shall become mortgages

and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

- 16. <u>Severability</u>. Invalidation of any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association shall not affect any of the remaining provisions, which shall remain in full force and effect.
- 17. <u>Title and Captions</u>. Title or other captions contained in this Declaration, the Articles of Incorporation or By-Laws of the Association are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of this Declaration, the Articles of Incorporation or the By-Laws of the Association, or the intent of any provision.
- 18. <u>Person and Gender</u>. Whenever the singular number is used in this Declaration, the Articles of Incorporation or the By-Laws of the Association, and when required by the context, the same shall include the plural, and masculine gender shall include the feminine and neuter genders.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Development to be executed this 24th day of 4th.	loper has caused this Declaration of Condominium _, 2006.
Signed, sealed and delivered in the Presence of the following witnesses:	METROWEST WILSHIRE PLAZA, L.L.C., a Florida limited liability company
Signature of Witness  MUHAMMAN NASEM KHAN  Printed Name of Witness	By: Name: Title:
Signature of Witness Kubina Khalid Printed Name of Witness	
STATE OF FLORIDA COUNTY OF CLAUGE	
The foregoing instrument was accommod No., 2006, by Muhammad No., Metrowest Wilshire Plaza, L.L.C. a Florida ling the 1st personally known to me or has identification.	mited hability company, on behalf of the company.
(NOTARY SEAL)	Notary Public Signature  (Name printe London Notary Public, State Landon No.:  My Commission Expires:

### Exhibit "A"

### Legal Description

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.

### Composite Exhibit "B"

Survey, Graphic Description of Improvements and Plot Plan, Including Identification of Limited Common Elements

# WILSHIRE PLAZA AT METROWEST

BOOK MOINIMOGINOS

PAGE

A LAND CONDOMINIUM

LYING IN SECTION 1-TOWNSHIP 23 SOUTH-RANGE 28 EAST ORANGE COUNTY, FLORIDA

NOT TO SCALE- FOR FULL SIZED EXHIBITS SEE CONDOMINIMUM DOCUMENTS RECORDED WITHIN THE COUNTY RECORD. FEATURES IN THIS DRAWING HAVE BEEN RESCALED AND REPOSITION FOR LEGIBILITY.

### LEGAL DESCRIPTION:

SAID LOT CONTAINING 80,344 SQUARE FEET, 1.84 ACRES MORE OR LESS. LOT 4, METROWEST MILSHIRE 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

## SURVEYORS NOTES:

- BEARMOS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N 89'35'45" E ALONG THE OFFICIAL NORTH LINE OF LOT 13 OF METROWEST UNIT FOUR REPLAT PER PLAT BOOK 27 PAGES 128-132 OF THE OFFICIAL RECORDS OF GRANGE COUNTY, FLORIDA.
- THIS CONDOMINUM IS SUBJECT TO EASEMENTS, RESTRICTIONS AND OBLIGATIONS AS DESCRIBED IN THE CREATES EASEMENTS FOR ACCESS TO ALL UNITS. THE "PROJECT DECLARATION") AND THE DECLARATION OF CONDOMINIUM, THE DECLARATION OF CONDOMINUM RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_, PAGE \_ ECLARATION OF EASEMENTS RESTRICTIONS AND COVENANTS FOR WHILSHIRE PLAZA AT METROMEST L.L.C. IN THE PUBLIC RECORDS OF DRANGE COUNTY, FLORIDA
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES: PROVIDED, HOMENEY, NO SUCH CONSTRUCTION, FACILITIES AND SERMOES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EMBIT A CABLE TELEMSON COMPANY DAMAGES THE FACILTIES OF A PUBLIC UTILITY, IT SHALL BE SOUELY RESPONSIBLE FOR THE LORIDA PUBLIC SERVICE COMMISSION. ISTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE MAKES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A ITENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE
- NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A DULY LICENSED PROFESSIONAL SURVEYOR & MAPPER IN THE STATE OF FLORIDA
- EXCEPT AS OTHERWISE PROVIDED IN THE DECLARATION OF CONDOMINUM, THE BOUNDARKS OF EACH UNIT ARE AS FOLLOWS:

than one horizontal plane, the upper boundary shall include the planes formed by the JUSTACES OF THE UNTINISHED CEILING OF THE LINIT. IN A UNIT IN WHICH THAT CEILING FORMS MORE HENNEMISHED, VERTICAL SURFACES THAT JOIN THE HORIZONTAL PLANES.

PERMETRICAL BOUNDARKS: OF THE PLOOR OF THE UNIT. THE LOWER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE

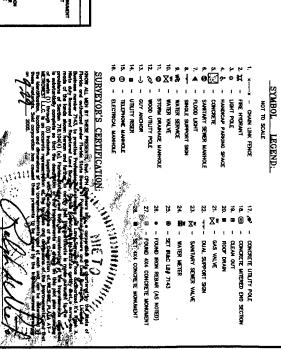
AND WITH THE UPPER AND LOWER BOUNDARIES the boundary line departs the limit depicted on this survey perpondicular to the upper and Lower boundaries as shown hereon, extended to their planar interesections with each other EXCLUDES PAINT, WALLPAPER, AND SIMILAR EXTERIOR FINISHES) OF SUCH WALLS, ALL EXTENDED TO LEMENT WALL, THE PERMETRICAL BOUNDARY OF THE SPACE SHALL BE THE VERTICAL PLANE LYING ON SOUNDANES, WHERE THE PERMETRICAL BOUNDARY OF A UNIT IS NOT BOUNDED BY A VERTICAL COMMON ITERSECTIONS WITH OTHER SUCH BOUNDARIES (NO FUTHER) AND WITH THE UPPER AND LOWER oundaries shall be the vertical planes formed by the Unfinished Interior Surfaces (Inhich HERE THE UNIT IS BOUNDED BY A VERTICAL COMMON ELEMENT WALL, THE PERMETRICAL

UNLESS OTHERWISE SHOWN ALL PORCHES BALCONES AND TERRACES OPPURTENANT TO A UNIT ARE LIMITED COMMON ELEMENTS OF THAT UNIT





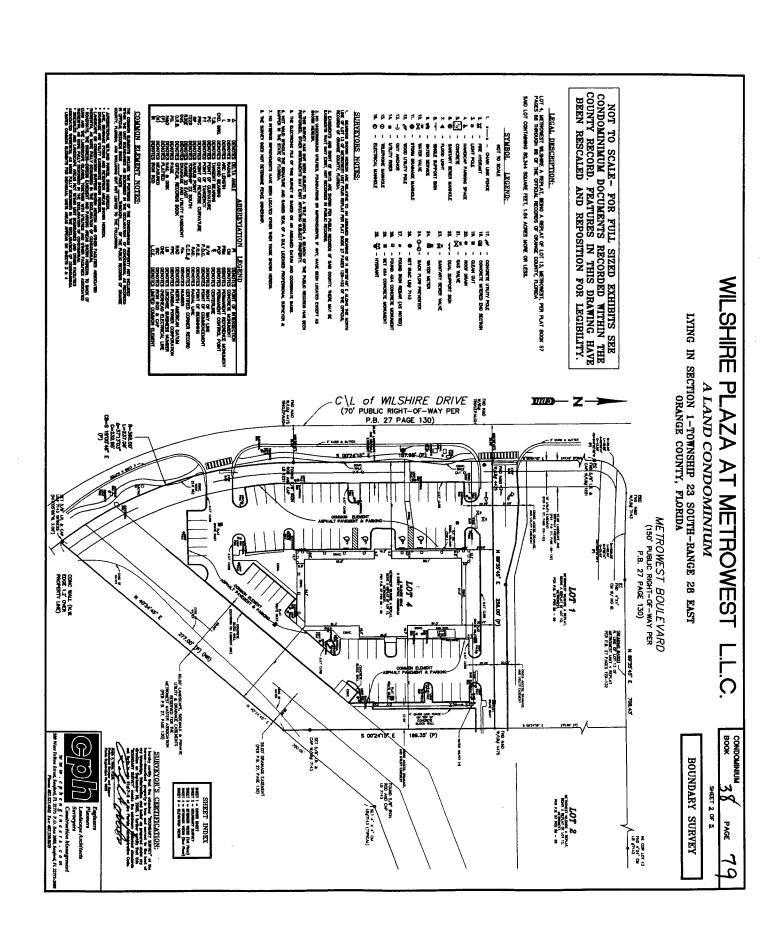


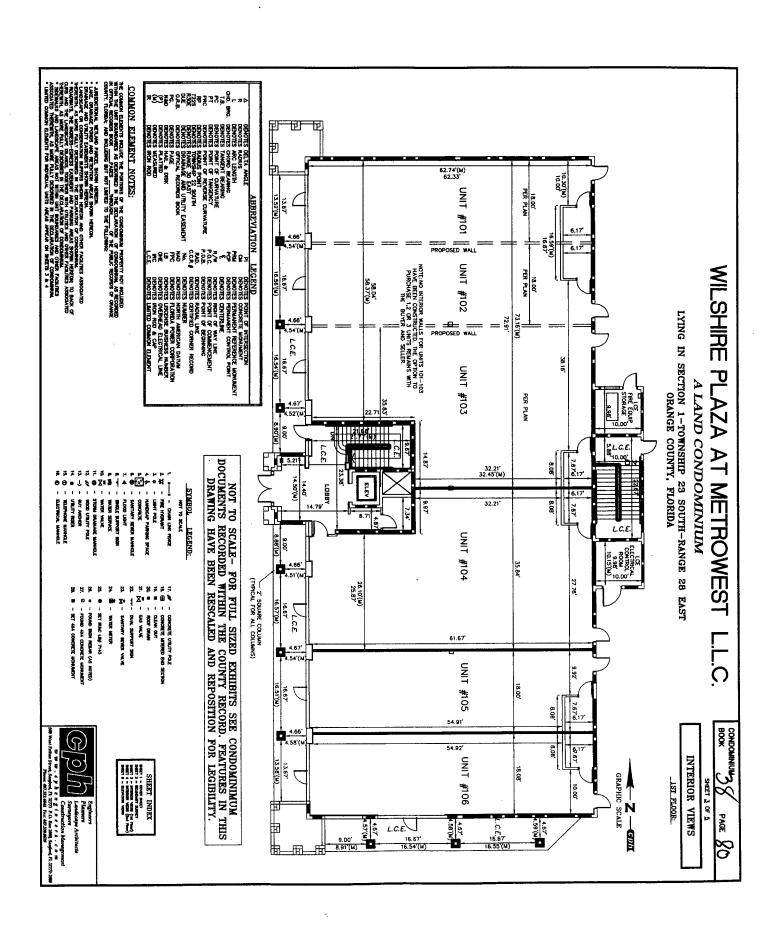


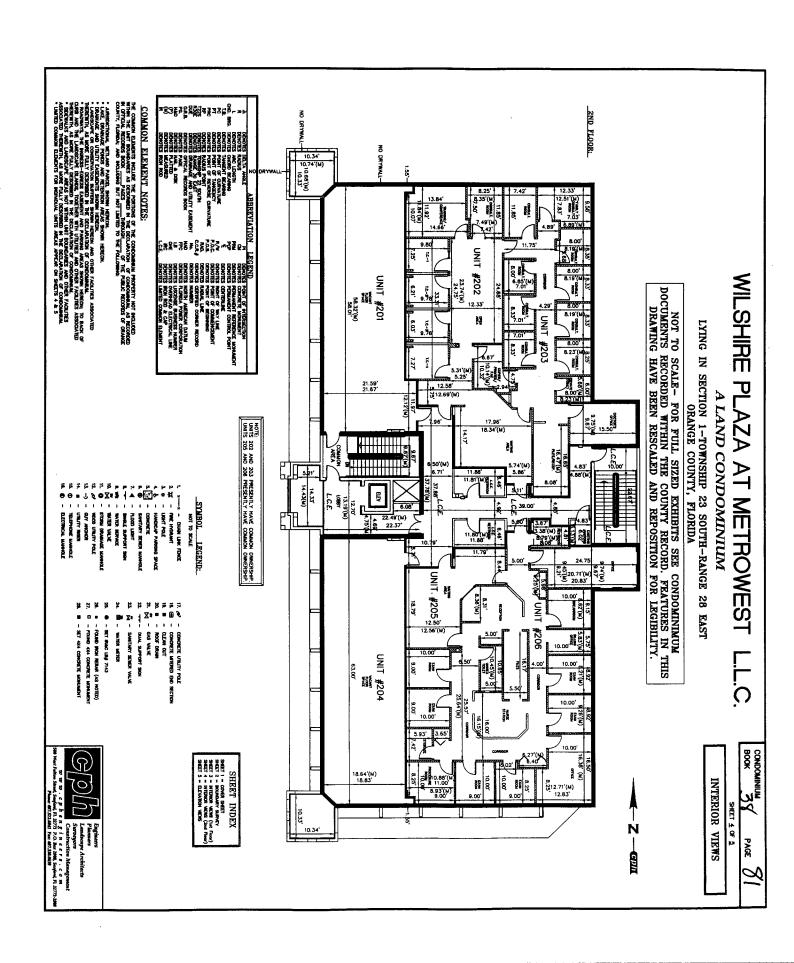
THE COMMON BENEFITS WILLIDE THE PORTIONS OF THE CONDOMINUM PROPERTY NOT INCLUDED WITHIN THE UNIT BUNDAMES AS DECEMBED IN THE DECLARATION OF CONDOMINUM, AS RECORDED IN OFFICIAL RECORDS BOOK  $PAGES = \frac{1}{12} \frac{$ COMMON ELEMENT NOTES: VICINITY MAP

HEREON AND OTHER FACILITIES ASSOCIATED THEREWITH, AS COMPONANCIA.
COMPONANCIA.
DE TARGONG AREAS SHOWN HEREON; TO BACK OF CLUB AND OTHER FACILITIES ASSOCIATED THEREMITH, AS MORE MARKIN. HOWN HEREON. ROOMS, AND FIRE LINE AREAS. BOUNDARIES AND OTHER FACULTES ASSOCIATED NATION OF CONDOMINAUM.
AS, ELEVATORS, RESTROOMS, ELECTRICAL ROOMS,

COVER PAGE SHEET 1 OF 5







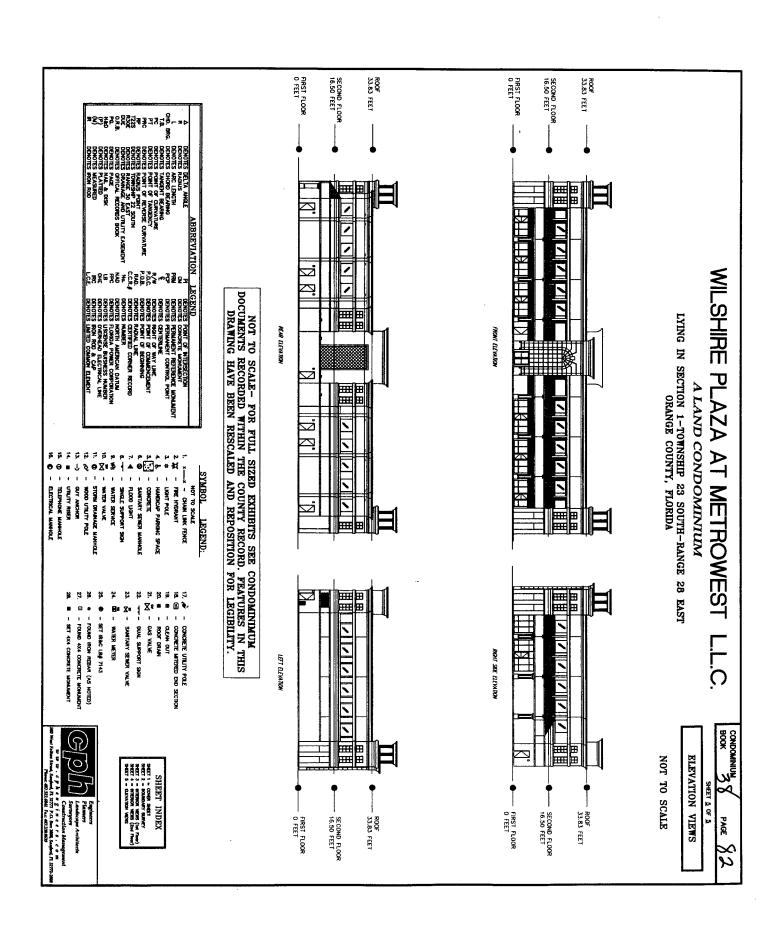


Exhibit "C"

### Percentage Interest in Common Expenses, Common Surplus, Common Elements and Limited Common Elements

<u>Unit</u>	Percentage Interest
101	6.94%
102	6.91%
103	11.60%
104	12.30%
105	6.91%
106	6.94%
201	6.91%
202	8.43%
203	8.96%
204	7.28%
205	8.44%
206	8.38%