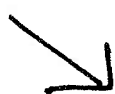


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Return to:
S. LEE CROUCH
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2500 East Hallandale Beach Boulevard
P. O. Box 700
Hallandale, Florida 33009

1813869

3-5) 454-8011
275-7500
OFF. REC. 1731 PG 2480

DECLARATION

FOR

THE CREATION AND ESTABLISHMENT OF
METROPOLITAN COMMERCIAL PARK CONDOMINIUM

A Commercial Condominium

(Pursuant to the Condominium Act)

ARTICLE I

Submission Statement

The undersigned METRO ASSOCIATES, LTD., a Florida Limited Partnership (herein "Developer"), fee simple owner of the property hereinafter described, hereby submits the property to condominium ownership.

ARTICLE II

Name

The name by which this condominium is to be identified is METROPOLITAN COMMERCIAL PARK CONDOMINIUM.

ARTICLE III

Legal Description of Land Included

The legal description of the land initially included in this condominium is as set forth on Sheet 2 of Exhibit "A" attached hereto and made a part hereof under the heading LEGAL DESCRIPTION OF LAND INCLUDED IN PHASE I.

ARTICLE IV

Identification of Units

The units of this condominium are identified by number and letter pursuant to and as shown on Sheets 2 and 3 of Exhibit "A" hereof.

ARTICLE V

Survey, Plot Plan and Graphic Description of Improvement

Exhibit "A" attached hereto and made a part hereof consisting of four sheets, contains all information, matters and things as are required by F. S. A. 718.104(4)(e).

ARTICLE VI

Phase Condominium

METROPOLITAN COMMERCIAL PARK CONDOMINIUM is a phase condominium. All the land which may become part of the condominium is legally

This Instrument was prepared by:

S. LEE CROUCH
CROUCH & MINER, P.A.
Penthouse I American Savings Bldg.
2500 East Hallandale Beach Boulevard
P. O. Box 700
Hallandale, Florida 33009

RECORD VERIFIED - CAL COUNTY CLERK BY G. WOKO

described on Sheet 1 of Exhibit "A" hereof under the heading ALL LANDS THAT MAY BECOME PART OF METROPOLITAN COMMERCIAL PARK CONDOMINIUM.

The condominium shall consist of Phase I and may consist of Phases I and II. Phase I is shown on Sheet 1 of Exhibit "A" hereof and legally described on Sheet 2 thereof. Phase I is the initial phase being submitted to condominium ownership herein. Phase II is shown on Sheet 1 of Exhibit "A" hereof and is legally described on Sheet 3 thereof. Phase II may be added to the condominium by the recording of an amendment to the Declaration, upon the improvements being substantially complete as required by Section 718.104(4)(e) of the Condominium Act. The amendment shall be executed solely by Developer, and shall not require the joinder or consent of the Association or unit owners.

The amendment shall have attached thereto the certificate of a surveyor certifying that the improvements to each phase as added are substantially complete as required by the Condominium Act.

No time-share estates will or may be created with respect to units in any phase.

The time period in which each respective phase must be completed is as follows:

Phase I - November 1, 1985
Phase II - November 1, 1989

The size and floor plans of the units to be included in each phase is as shown on Sheets 2 through 4 inclusive of Exhibit "A" hereof. If Phase II is not built, the units which are built shall be entitled to one hundred percent (100%) ownership of all common elements within Phase I and each such unit shall have one (1) vote.

Developer shall notify owners of existing units of the commencement of or decision not to add Phase II. Notice shall be given as provided by the Condominium Act.

The primary impact which the completion of Phase II will have upon the initial phase, to-wit: Phase I, is:

1. The total number of units in the condominium shall be increased by the number of units in Phase II.
2. The budgeted sums for the payment of common expenses will increase in the manner set forth herein upon Phase II being added. However, the fractional proportion of sharing common expenses and owning common surplus will decrease after Phase II is added as shown in Article VII hereof.
3. The common elements will be enlarged and each unit's fractional proportion of ownership therein will decrease as shown in Article VII hereof.
4. Such additional impact, if any, as hereinafter noted.

ARTICLE VII

Fraction of Undivided Shares in the
Common Elements Appurtenant to Each Unit
and
Proportions and Manner of Sharing Common Expenses
and Owning Common Surplus

The fraction of undivided shares in the common elements appurtenant to each unit upon Phase I being submitted to condominium ownership and upon Phase II being added, and the fractional portion of common expenses and surplus attributed to each unit in Phase I and each unit in the condominium upon Phase II being added is as follows:

PHASE I

Units 12155-1A through 12155-28A inclusive, and	$\frac{1}{56}$
Units 12165-1B through 12165-28B inclusive	

UPON PHASE II BEING ADDED

Units 12155-1A through 12155-28A inclusive, and	
Units 12165-1B through 12165-28B inclusive, and	
Units 12205-1C through 12205-26C inclusive, and	$\frac{1}{108}$
Units 12195-1D through 12195-26D inclusive	

Unusual common expenses may be specially assessed to specific unit(s) specially benefiting therefrom as provided in Article XII hereof.

ARTICLE VIII

Voting Rights

There is hereby allocated one (1) vote to each of the condominium parcels. Each vote shall be cast by the respective unit owner. In the event a unit shall be owned by more than one owner, all owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the provisions of the By-Laws of the Condominium Association.

ARTICLE IX

Amendments

Section 1. This Declaration (except as otherwise provided herein) may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of seventy-five percent (75%) of the unit owners present and voting.

The Declaration may also be amended by the joinder and consent of seventy-five percent (75%) of the unit owners to any amendment or amendments proposed in writing by a majority vote of the directors as evidenced by the execution of the said proposed amendment by at least seventy-five percent (75%) of all of the unit owners of the condominium.

Section 2. The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) fractions of sharing common expenses and owning common surplus, or (d) any provisions contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote and/or consent of all unit owners, together with the joinder of all record owners of liens, in the execution of any such amendment, shall be required.

Notwithstanding the foregoing, and the provisions of subparagraph (1) hereof, any amendments of the Declaration, or of the By-Laws attached hereto which in any way alters, changes, limits diminishes, or otherwise affects any institutional first mortgagee's position, right or equity as mortgagee of any condominium parcel, shall require the joinder of the institutional first mortgagee having the most mortgages on units in the condominium in order to become effective. An institutional first mortgagee shall mean a bank, savings and loan association, insurance company, real estate mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional-type lender, or the Developer, holding a first mortgage on a Unit or Units.

Section 3. All amendments shall be recorded as required by law.

ARTICLE X

Association

The name of the Association responsible for the operation of this condominium is METROPOLITAN COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation.

ARTICLE XI

By-Laws

The By-Laws of the Association are set forth in Exhibit "C" attached hereto and made a part hereof and may be amended only in the manner provided for in said By-Laws.

ARTICLE XII

Assessments

Monies or funds for the payment of common expenses shall be assessed against unit owners in the fractional proportions provided herein, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

Unit owners recognizing that certain units in a mixed use commercial condominium, due to the particular use thereof, may disproportionately increase the common expenses and therefore shall have covenanted and agreed by the acceptance of their respective deeds, that any unusual common expenses, such as but not limited to, expenses for garbage, trash and refuse removal, water usage or insurance premiums benefiting less than all condominium unit(s) shall be specially assessed against the unit(s) responsible for such increase, and the Board shall determine and assess any such unusual expense, which shall be in addition to usual common expenses assessed in equal fractional shares as provided in Article VII hereof. The special assessment of a unit(s) as aforesaid shall not affect the fractions of undivided shares in the common elements appurtenant to a unit nor the proportion and manner of sharing usual common expenses as set forth in Article VII hereof. The Board may make such investigation as it deems necessary and shall consider the initial estimated budget for common expenses and the various uses in making its determination. The Board's determination shall be final. The Association shall have the same lien rights and rights of enforcement as to special assessments as is provided for hereinabove.

Notwithstanding anything to the contrary contained herein, when the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of a 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 not be liable for the share of common expenses or assessments by the association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage.

ARTICLE XIII

Termination

The condominium property may be removed from the provisions of the Condominium Act only by consent of all of the unit owners, evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the condominium parcels. The Condominium further may be terminated by the affirmative vote of seventy-five percent (75%) of the unit owners, as authorized and provided in Article XIV herein.

ARTICLE XIV

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the buildings and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the condominium property be placed in a designated flood area as identified by HUD pursuant to Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said Act, or in any amount equal to the value of the buildings if the value of the buildings are less than the maximum permitted by such act. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners or their mortgagees, as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications, as finally amended, on file with the building department of the governmental agency having jurisdiction thereover.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty percent (50%) of their then value the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five percent (75%) of all unit owners shall elect within thirty (30) days not to rebuild, in which event the condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners and their mortgagees, as their interest may appear.

In addition to the above and foregoing insurance, the Association through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members against all claims and demands made by any person or persons, whomsoever for injuries received, or damages to property in connection with the use, operation or maintenance of the condominium property, buildings and improvements, to the extent of not less than One Million Dollars (\$1,000,000.00) to cover in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries or property damage that may arise or be claimed to have arisen against the Association and its members as aforesaid.

The Association shall further, if required by State law, carry a Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the laws of the State of Florida.

The Association, upon the majority vote of the Directors, may provide and keep insurance for the protection of its Directors.

The Association shall obtain such other insurance and/or security bonds as may be required by the Condominium Act. All insurance and bond premiums shall be included and treated as a common expense.

All policies required herein shall be endorsed to cover and include additional phases as added.

ARTICLE XV

Common Elements

The common elements shall include the land and all improvements thereto which are not included within the units (except the divider walls), together with such other items as are set forth in the Condominium Act. Unit owners, for purposes of maintenance, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act.

No material alteration or addition to the common elements, except as provided in Article XVII, Sections 5 and 6, shall be made except upon the affirmative vote of seventy-five percent (75%) of the unit owners. No unit owner shall make any alterations, or do any work within his respective unit unless approval therefor first be given by the Board of Directors. Approval shall not be unreasonably withheld unless the work, improvement or addition would tend to jeopardize the safety or soundness of the common elements, or the aesthetics of the buildings, or would in any way impair easements or violate zoning or other restrictions.

ARTICLE XVI

Limited Common Elements

Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the

exclusion of other units. The parking areas shown on Sheet 1 of Exhibit "A" hereof are limited common elements and are reserved for the exclusive use of the unit owners whose unit abuts said areas, each unit owner having the exclusive use of that portion of the area lying between the owners side unit boundaries extended to the rear of the parking area.

ARTICLE XVII

Unit Boundaries

The boundaries of each unit are as follows:

Section 1. - Upper Boundaries and Lower Boundaries.

a. Upper Boundaries. The lower undecorated surface of the vinyl lined insulation attached to the steel roof of the unit extended to meet the vertical boundaries.

b. Lower Boundaries. The upper undecorated surface of the concrete floor extended to meet the vertical boundaries.

Section 2. - Vertical Boundaries. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls (except for divider walls as hereinafter described) and the survey lines shown on Exhibit "A".

Section 3. - Perimetrical Boundaries. The perimetrical boundaries of the units shall be the vertical planes of the interior undecorated surfaces of the walls and survey line bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.

Section 4. - Apertures. Where there are apertures in any boundary, including but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all framings and casings thereof.

Section 5. - Divider Walls. The wall separating the unit(s) of one owner from the unit(s) of an adjoining owner shall be referred to herein as a Divider Wall. All Divider Walls shall initially be constructed by Developer. In the event a unit owner acquires an adjacent unit(s), said owner may remove the Divider Wall(s) between said units, or may leave the walls and construct, or cause to be constructed, doors, passageways or other openings therein. In the event an owner sells and/or conveys a unit(s) to an adjoining owner, the owners shall construct a Divider Wall between the respective unit owners adjoining unit. The construction of a Divider Wall by an adjoining owner or the removal of a wall, or construction of a door, passageway or other opening as aforesaid shall be at the sole cost and expense of such owner or owners. No owner(s) shall commence the demolition or construction of a Divider Wall or the construction of openings in same as aforesaid without first having obtained the approval of all governmental agencies having jurisdiction thereover, and submitting same, together with the plans and specifications therefore to the Board of Directors who shall keep a record of all such construction or demolition. All Divider Walls constructed or reconstructed shall be constructed in accordance with the original plans and specifications therefor.

All Divider Walls shall be Common Elements and ordinary maintenance other than painting and decorating of said walls shall be a Common Expense of the Condominium; provided, however, that an Owner shall be responsible for any damage caused to a Divider Wall by his negligent or intentional acts of the negligent or intentional acts of his employees or agent, and the cost of said repair shall be specifically assessed to that Owner, and said sums, together with interest thereon and all costs of collection, shall be immediately due and payable and shall be secured in the same manner as the Association's lien for payment of Common Expenses, as elsewhere herein described.

All Divider Walls shall be constructed on survey lines, and a continuing easement for that portion of the walls, as from time to time existing, encroaching on the units is hereby created and reserved.

Section 6. - Doors - Interchangeability

a. Front Entry Doors. The front building elevations are as shown on Sheet 4 of Exhibit "A" hereof. Unit owners owning two or more adjacent units shall have the right to interchange either of the front entry doors to said adjacent units with glass panels or subsequently the glass panels with a front entry door, provided that the front entry door and glass panels, as shown on Sheet 1 of Exhibit "A" hereof, are of the same specifications as those of the initial doors and panels, and that any such interchange shall be at the sole cost and expense of the unit owner.

b. Rear Doors. Unit owners owning two or more adjacent units shall have the right to interchange the rear overhead door with steel exterior wall siding or subsequently the steel exterior wall siding with an overhead door. No such interchange may be made except at the locations of the overhead doors as shown on Sheet 4 of Exhibit "A" hereof.

Such owners of adjoining units may also interchange the rear entry door with steel exterior wall siding or subsequently steel exterior wall siding with the entry door, which said interchange can be made at any location on the rear unit wall, provided same does not affect an adjoining unit or the structural soundness of the building. All such interchanges shall be in accordance with the initial specifications and shall be at the sole cost and expense of the unit owner.

ARTICLE XVIII

Occupancy and Use Regulations and Restrictions

All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act, shall be subject to and agree to abide by the following use regulations and restrictive covenants, which shall be applicable to all unit owners, their guests, invitees, tenants and lessees, to-wit:

Section 1. The units may be occupied and used for the following uses permitted by Zoning Classification IL - Light Industrial District of the Lee County Zoning Regulations, to-wit:

BAKERIES, wholesale, large-scale preparation
 BUSINESS OFFICE, accessory to an approved light industrial use
 CABINET SHOPS
 CARPET CLEANING
 CLOTHING MANUFACTURING
 COLD STORAGE
 FURNITURE MANUFACTURING
 GOVERNMENT SERVICES
 MINI WAREHOUSES
 MOTION PICTURE PRODUCTION STUDIOS
 NOVELTIES, MANUFACTURING
 RESTAURANT or CAFETERIA, accessory to an industrial use,
 primarily for the use of the employees of the industrial use
 UPHOLSTRY SHOP
 WAREHOUSES
 WHOLESALE ESTABLISHMENTS
 OTHER SIMILAR USES permitted by Lee County Zoning Classification
 IL - Light Industrial District and by the Board of Directors

All listed uses presently permitted by said Zoning Classification which are not included above and uses of a similar nature are specifically prohibited.

Except for the above specifically named permitted uses, a unit owner prior to use and occupancy of a unit must submit the proposed use to the Board of Directors in writing for their approval or disapproval. The written submittal shall be accompanied by a statement of the Lee County official having jurisdiction thereover that the proposed use is permitted by the Zoning Classification. The Board shall have the sole right to approve or disapprove a particular use and its decision shall be final unless its decision is appealed to the members and seventy-five percent (75%) of the total membership vote to over-rule the Board.

The Board, in determining whether to permit a specific use, shall consider its similarity or lack of similarity to those uses specifically permitted or prohibited. The Board shall also consider the impact of such use, including but not limited to, the parking requirements of such use, the traffic it will generate, its affect upon insurance rates, water usage, and whether or not same involves the use of materials, processes, or machinery likely to cause undesirable effects upon other unit owners, nearby or adjacent residential or commercial uses or the Condominium's on site sewerage system.

The Board may approve a permitted use with conditions or qualifications and may cause the use to be discontinued if the unit owner fails to comply with such conditions or qualifications.

Section 2. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners units, whether inside or outside owners units, and shall promptly pay for all utilities which are separately metered to the units.

Section 3. No unit owner shall cause any sign, advertisement, notice or other lettering to be exhibited, inscribed, painted or affixed to any of the common elements, limited common elements or

his respective unit if such may be seen from any portion of the common elements; except for business identification signs which shall be substantially uniform in size, design and color and subject to the approval of the Board of Directors. The Directors, however, shall have the right to place such identification, directional or other signs on the condominium property as it deems desirable and necessary to the orderly operation of the condominium property and for the convenience of the unit owners, their tenants, guests and invitees.

Section 4. No dogs, cats or other pets, shall be permitted on the common elements of the condominium except when being transported to and from a unit.

Section 5. Unit owners, their guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements or limited common elements, (except as provided in Article XVII, Sections 5 and 6 hereof), and shall be liable for damages therefor.

Section 6. All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 7. Unit owners, their tenants, guests and invitees agree to use the common elements (including the limited common elements) only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use thereof.

Section 8. The parking spaces shown on Sheet 1 of Exhibit "A" shall be undesignated (except for handicapped) and used in common by the unit owners, their tenants, guests and invitees pursuant to such rules and regulations as may be promulgated by the Directors.

Section 9. The exterior of the units and all other areas appurtenant to a unit including the parking areas, shall not be painted, decorated or modified (except as provided in Article XVII, Sections 5 and 6 hereof) by any owner in any manner without prior consent of the Board of Directors which consent may be withheld on purely aesthetic grounds within the sole discretion of the Directors. Any such alterations or improvements except as above noted, may only be permitted upon specific plans and specifications, standards and criteria being established therefore, which when approved shall be subject to use by all unit owners.

Section 10. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the unit except as shall have been approved by the Board of Directors, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors.

Section 11. No nuisances (as defined by the Association) shall be allowed on the condominium property, nor shall any use or practice be allowed which is a source of loud noises annoyance to other unit owners or occupants of units or which interferes with the peaceful possession or proper use of the condominium property by unit owners or occupants.

Section 12. No unit owner shall use his unit or any part of the condominium property for the sale or warehousing of poronography or illegal drugs.

Section 13. No improper, offensive, hazardous or unlawful use or uses which produce obnoxious odors shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover and of the Association, relating to any portion of the condominium property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the condominium property, as elsewhere herein set forth.

Section 14. Water closets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a suite shall be repaired and paid for by the owner of such suite.

Section 15. All garbage, trash and refuse from the units shall be deposited with care in dumpsters intended for such purpose only at such times and in such manner as the Board will direct. Garbage, trash, refuse or industrial waste of any type, kind or nature of a unit(s) owner not permitted to be placed in the dumpster due to governmental regulations or the policies, if any of the franchised contractor, Gulf Disposal, Inc., removing same as established in its franchise or contract with the Association shall be removed from the condominium property by, and at the cost and expense of, such unit owner.

The above and foregoing Occupancy and Use Regulations and Restrictions shall only be amended in the manner as provided for the amendment of this Declaration.

The condominium by its Directors, shall have the right to make and amend other reasonable rules and regulations respecting the use of the property in the condominium, as is provided for in its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions of any of the rules, regulations or restrictions, and after notification by the Board of Directors, continues to violate such, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement of and/or the abatement, then in such event the unit owner shall pay for the costs and expenses for such legal proceeding by the Association, including reasonable attorney's fees, provided that the Association has been successful in such litigation.

ARTICLE XIX

Transfer or Lease of Condominium Parcels

Section 1. - Sales. Any unit owner may freely sell, transfer or mortgage his condominium parcel without the consent of, or a right of first refusal in the Association. Such conveyance shall be subject to the terms and provisions of this Declaration as from time to time amended and such rules and regulations as from time to time may be promulgated by the Directors herein. A copy of the Deed of Conveyance shall be forthwith submitted to the secretary of the corporation for inclusion in the Association's records and the Grantee in such Deed's of Conveyance shall not be permitted to vote unless and until a copy of the recorded Deed is furnished as aforesaid.

Section 2. - Leasing. A unit owner may freely lease all of part of his unit(s) provided that:

a. The unit owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the common elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and special assessments may be levied against the unit therefor.

b. All leases are subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such leases.

c. All leases of unit(s) and the use and occupancy thereof shall at all times be subject to the Declaration and its exhibits and such other rules and regulations as are from time to time promulgated by the Directors.

d. All leases of all or part of a unit shall be submitted to the Association Directors together with the name and address of the intended lessee and such other information pertaining to the lessee as the Directors may reasonably require, all prior to lessee taking possession.

e. The lease fee required by Section 28 of the By-Laws has been paid.

f. No unit owner shall permit the use of all or part of a unit(s) by other than the owner except pursuant to a lease submitted to the Directors of the Association as above provided.

g. Lessee of a part of a unit or adjacent units with no divider, or with divider walls with doors, passage ways, or other openings therewith shall be subject to the approval of the Directors, who shall however approve same provided the use doesn't enlarge or materially intensify the overall use of the said unit or adjacent units. In making such determination, the Board shall consider the effect and impact of the combined uses, including but not limited to the parking requirements of such use, the traffic it will generate, its affect upon insurance rates, water usage, and whether or not same involves the use of materials, processes, or machinery likely to cause undesirable effects upon other unit owners, nearby or adjacent residential or commercial uses or the Condominium's "on site" sewerage system.

Any lessee, except a lessee of the Developer, who occupies a unit without the lease and other information having been submitted to the Directors of the Association as above provided, may be evicted by the Association by injunction or pursuant to any other proceeding permitted by law and the owner of the unit shall pay all of the costs and expenses of the Association in obtaining the eviction and removal of said lessee, including reasonably attorney's fees.

ARTICLE XX

Officers and Directors

The officers and directors of the Association who shall serve until their successors have been elected, as provided in the Articles of Incorporation and the By-Laws of the Association are as follows:

President	Robert L. Meister	8035-1 Stringfellow Boulevard Bokeelia, Florida 33922
Vice President/ Secretary	Samuel L. Crouch	12934 Kenwood Lane S. W. Fort Myers, Florida 33907
Treasurer	John A. Bengs	3102 Mallard Cove Lane Fort Wayne, Indiana 46804

ARTICLE XXI

LIFE REC. 1731 PG 2492

Restraint Upon Assignment
of Shares in Assets

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

ARTICLE XXII

Management, Maintenance
and Operation Agreement

The initial officers and directors of METROPOLITAN COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC., have simultaneously herewith executed for and on behalf of said Association and its members, a Management, Maintenance and Operational Agreement, a copy of said agreement being attached hereto as Exhibit "D". Each member of the Association be virtue of the acceptance and recordation of the Deed to the respective condominium parcels, shall have agreed by such acceptance:

- (1) That they have ratified the acts of its officers in the execution of said Agreement, by and on behalf of the Association; and
- (2) That they will comply with all of the terms and conditions of said Agreement on their part to be kept and performed.

ARTICLE XXIII

Condominium Development Plan

The condominium is a phase condominium initially consisting of Phase I, with the right to add Phase II, all as provided in Article VI hereof.

It is the Developer's intent to continue the construction and sale of the units in Phase II so that both phases be completed at which time the condominium will consist of 108 units.

Although it is the Developer's present intent to continue and complete the condominium in accordance with the foregoing development plan, nothing contained in this Declaration or exhibits thereto shall create any obligation, duty or committment on the part of the Developer to submit Phase II to condominium ownership, or in any way commit the Developer to develop said property in accordance with the present intended plan or any other plan, and the reference herein to Developer's intentions as to its continued development of the project shall in no way constitute or be considered a dedication, reservation, limitation, covenant or agreement affecting the presently undeveloped land in the project except as otherwise specifically set forth herein.

ARTICLE XXIV

Common Facilities

Section 1. - Definition. The Developer has installed and will continue to install certain subdivision type improvements in the land that may become part of Metropolitan Commercial Park Condominium, legally described on Sheet 1 of Exhibit "A". Said subdivision type improvements may include but are not limited to paved streets, sewer collection and disposal system, water distribution system, drainage facilities, site lighting, sprinkler system including wells and pumps (if any), entry features including name and directional signs and landscaping (herein "the common facilities"). In the event that all

phases are added, the common facilities shall constitute part of the common elements of the condominium. In the event that Phase II is not added, that portion of the common facilities included in the condominium, although common elements, will continue to constitute common facilities. The common facilities included in the land of the phase not added will not be part of the common elements of the condominium, but will be owned by the legal entities owning and developing the land in said Phase II.

Section 2. - Method of Sharing Cost and Expense. In the event both phases are included in the condominium, the total cost and expense of managing, operating and maintaining the common facilities (being part of the common elements of the condominium) shall be paid by the association and assessed to the unit owners in accordance with their respective fractions of sharing as set forth in Article VII hereof. In the event that Phase II is not added and is developed by the owner or owners of the lands contained in said phase either as a condominium, rental, or otherwise, the cost and expense of the management, operation, maintenance and repair of that portion of the common facilities used in common shall be apportioned to the Association and the owner or owners in equal shares. The cost and expense apportioned to the condominium shall constitute a common expense and be payable by the unit owners in their respective fraction of sharing as heretofore set forth herein.

Section 3. - Formation of Master Association. In the event Phase II is not added, the Association and its members agree that it will join with the other owner or owners Associations and/or legal entities having a non-exclusive right-of-use in and to the common facilities in the formation of a Florida non-profit corporation to be named Metropolitan Park Master Association, Inc. Said Association shall be formed for the purpose of seeing to the operation, maintenance, repair and replacement of the common facilities; to prepare the annual budget therefore; to assess the respective associations and legal entities using the common facilities; to establish rules and regulations for the use of the common facilities; to retain management and enter into management contracts for the purpose of accomplishing the objects and purposes of the corporation and for such other similar purposes as is necessary in connection with the operation and maintenance of the common facilities. All sums assessed by the Association shall be payable by the various legal entities in equal shares as provided in Section 2 of this Article.

The Association shall assess each year a sum sufficient to fund an adequate budget to operate, maintain, replace and repair the common facilities in a first class manner. The assessments shall be a common expense of the respective condominium associations and/or other legal entities and the association to be formed shall have a lien on the respective units in the condominiums, on the lands of any other legal entities for any sums assessed but unpaid for a period of thirty (30) days from the date same was due. The lien may be foreclosed the same as the liens for unpaid condominium assessments and shall be subject to the rights of first mortgagees in the same manner as provided in Article XII hereof. Each purchaser in the condominium, by the acceptance of his deed, shall have agreed to the above lien rights.

ARTICLE XXV

Easement and Other Rights Reserved to Developer

Notwithstanding anything to the contrary contained herein, the Developer shall have the right to sell, lease or rent units to any

purchaser or lessee without the approval of the Association. Developer shall have the right to transact, on the condominium property, any business necessary to consummate the sale of units, including but not limited to, the right to maintain an office and models, have signs, use the common elements and to show units. Sales office and model furniture and other personalty, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

Developer does hereby give and grant to the Association and its members a non-exclusive easement and right of use in and to that portion of the paved drive and loading area shown on Sheet 1 of Exhibit "A" hereof which may not be included in the condominium, for purposes of ingress and egress, pedestrian and vehicular traffic, loading and unloading, drainage facilities and utilities. Developer hereby reserves unto itself, its successors and assigns a non-exclusive easement and right of use over, under and upon any portion of said paved drive and loading area for the same uses by the residents, occupants, guests and invitees of Phase II if not added to the condominium.

Developer reserves the right to relocate easements shown on said Sheet 1 of Exhibit "A" and easements granted and reserved herein when in the sole opinion of Developer such relocations shall be needed, required or deemed beneficial.

The Developer hereby creates for the benefit of all unit owners a non-exclusive easement for ingress and egress over streets, walks and other rights of way on the condominium property serving the units of the condominium.

Developer hereby reserves unto itself, its successors and assigns a non-exclusive easement and right of use over, under and upon the water retention area shown on Sheet 1 of Exhibit "A" constituting Tract B of Phase I and legally described on Sheet 2 of said Exhibit "A" for use by the owner or owners of Phase II, if same is not added to the condominium. The owner or owners of Phase II in such event shall pay fifty percent (50%) of the cost of the operation and maintenance of said water retention area.

Developer further by these presents does hereby save and reserve unto itself, its successors and assigns the right to give and grant, relocate and amend such easements over, under and upon the property legally described on Sheet 1 of Exhibit "A" under the heading ALL LANDS THAT MAY BECOME PART OF METROPOLITAN COMMERCIAL PARK CONDOMINIUM, as may be needed or required in the sole discretion of Developer for use in connection with the development by Developer of said property, its or other adjoining properties including but not limited to easements for various utilities, drainage facilities, irrigation facilities including pumps, wells and distribution lines, entry features.

The condominium property shall be subject to those certain drainage easements shown and identified on Sheet 1 of Exhibit "A" hereof.

Developer reserves the right unto itself and the Association the right to grant permits, licenses and easements over the common areas for utilities, cable TV, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

The easement and right of use granted herein shall commence only upon the completion of the improvements thereto to be made by Developer and only to the portions of said easements as from time to time improved.

ARTICLE XXVI

Developer's Guarantee

Developer hereby gives its guarantee to the Association and unit owners that the initial assessments for common expenses of the condominium imposed on the respective unit owners other than Developer, shall not increase beyond the dollar amount stated in the initial annual budget until six (6) months after the first of the month immediately following the issuance of a Certificate of Occupancy for Building "B", and hereby obligates itself and agrees to pay any amount of common expenses incurred until said date not produced by the assessments at the guaranteed level receivable from other owners. The portion of said assessments attributed to reserves in said initial budget shall not be used by the Association or Developer during the guarantee period for the payment of the common expenses itemized in the initial budget.

In consideration of the foregoing, Developer shall be excused from the payment of its share of the common expenses, except for reserves, in respect to the units owned in the respective phases during the guarantee period. The above provision is included herein pursuant to Section 718.116(8)(b) of the Condominium Act.

The guarantee does not apply to special assessments for unusual common expenses as provided for in Article XII hereof.

ARTICLE XXVII

General

METROPOLITAN COMMERCIAL PARK CONDOMINIUM shall be operated and maintained and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida and as same shall be amended from time to time in the future, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto, where such changes, alterations and/or limitations are optional or permissive under the Condominium Act, and all matters not specifically covered in this Declaration and exhibits attached hereto, shall be determined in all instances by the provisions of said Act.

THIS DECLARATION FOR THE CREATION AND ESTABLISHMENT OF METROPOLITAN COMMERCIAL PARK CONDOMINIUM, including exhibits attached hereto, made and entered into and submitted this 6TH day of June, A. D. 1984.

Witnesses:

Terrie Underwood
John A. Bupp

METRO ASSOCIATES, LTD., a
Florida Limited Partnership,
By
MEISTER INVESTMENT GROUP, INC.,
a Florida corporation
General Partner

By: *Robert L. Meister*
ROBERT L. MEISTER, President

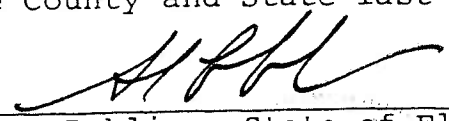
STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROBERT L. MEISTER, President of MEISTER INVESTMENT GROUP, INC., a Florida corporation, General Partner of METRO ASSOCIATES, LTD., a Florida Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 6TH day of June, 1984.

My Commission Expires:



Notary Public - State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 17 1986
BONDED THRU GENERAL INSURANCE UND

JOINDER AND CONSENT

THE UNDERSIGNED, FIRST COMMERCIAL BANK OF FORT MYERS, a corporation organized and existing under the banking laws of the State of Florida, the owner and holder of that certain Mortgage dated January 20, 1984, and recorded in Official Records Book 1708, Page 1261 of the Public Records of Lee County, Florida, by these presents does hereby join in the execution of the foregoing Declaration for the Creation and Establishment of Metropolitan Commerical Park Condominium for the sole and only purpose of subordinating the aforescribed Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder and Consent this 5th day of June, 1984.

Witnessed by:

Dana J. Allick

Geraldine P. Gilbert

FIRST COMMERCIAL BANK OF FORT MYERS, a corporation organized and existing under the banking laws of the State of Florida

By: Sigmund Lesiak SUP

Sigmund Lesiak
Senior Vice President
Director of Lending

STATE OF FLORIDA

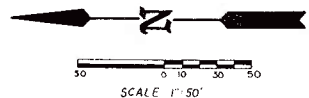
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of June, 1984 by Sigmund Lesiak the Senior Vice President of FIRST COMMERCIAL BANK OF FORT MYERS, on behalf of the company.

My Commission Expires
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 11 1984
BONDED THRU GENERAL INS. UNDERWRITERS

Geraldine P. Gilbert
Notary Public - State of Florida

SURVEYOR'S PLAT, EXHIBIT A TO CONDOMINIUM DECLARATION
METROPOLITAN COMMERCIAL PARK
CONDOMINIUM
 SECTION 18, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 LEE COUNTY FLORIDA

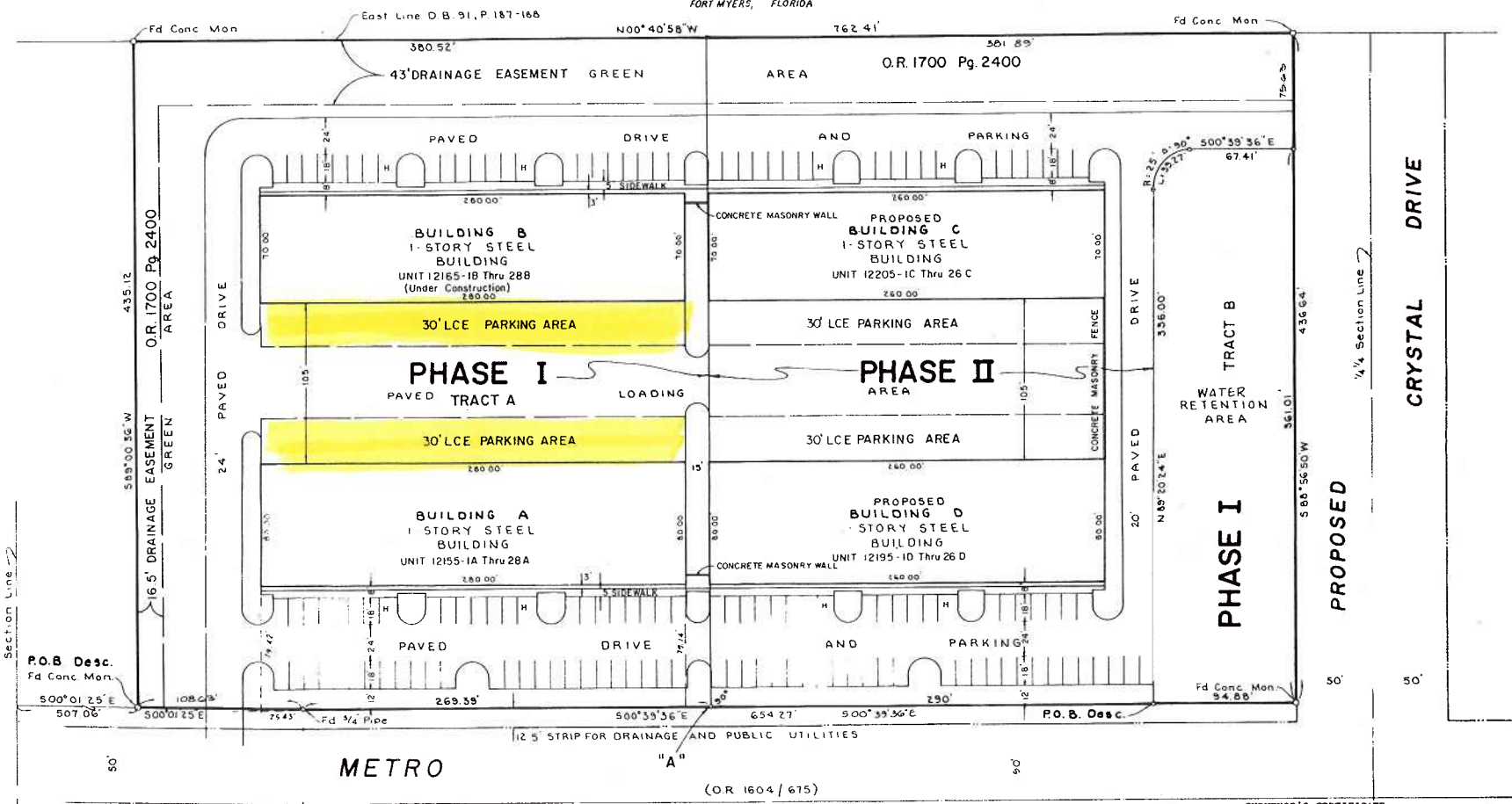


JUNE, 1984
 JOHNSON ENGINEERING, INC.
 CIVIL ENGINEERS LAND SURVEYORS
 FORT MYERS, FLORIDA

"EXHIBIT A"
 1 OF 4

LCE = Driveway Common Element

DEF. 1731 PG 2497



POINT OF COMMENCEMENT
 N.W. COR. 18-25-25
 (Sec. 18 in Condit.)
 168.71'
 N 89° 00' 36" E
 769.71'
 108.63'
 S 00° 01' 25" E
 507.06'

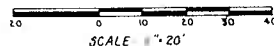
DESCRIPTION
 ALL LANDS THAT MAY BECOME PART OF METROPOLITAN COMMERCIAL PARK CONDOMINIUM
 A tract or parcel of land lying in the northwest quarter (NW-1/4) of Section 18, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:
 From the northwest corner of said Section 18 run N 89° 00' 36" E along the north line of said section for 769.71 feet to a point on the east line of a 12.5 feet wide strip for drainage and utilities conveyed with the right-of-way for Metro Pkwy. recorded in Official Record Book 1604 at page 675 of the Public Records of Lee County, Florida; thence run S 00° 01' 25" E along the east line of said strip for 507.06 feet to the Point of Beginning of the herein described parcel.
 From said Point of Beginning continue S 00° 01' 25" E along the east line of said strip for 108.63 feet; thence run S 00° 39' 36" E along the east line of said strip for 654.27 feet to an intersection with the north line of proposal Crystal Drive Extension; thence run N 89° 00' 36" E along said north line for 436.64 feet to an intersection with the east line of lands described in Deed Book 91 at pages 187 and 188 of said Public Records; thence run N 00° 40' 58" W along said east line of said lands for 762.41 feet; thence run S 89° 00' 36" W parallel to said north line of said section for 435.12 feet to the Point of Beginning.
 SUBJECT TO an easement for drainage purposes over and across the northerly 16.5 feet thereof.
 SUBJECT TO an easement for drainage purposes over and across the easterly 43 feet thereof.
 Bearings hereinabove mentioned are from deed recorded in Official Record Book 1550 at page 1937 of the Public Records of Lee County.

I HEREBY CERTIFY that on this 13th day of JUNE, 1984, the property described hereon under the heading ALL LANDS THAT MAY BECOME PART OF METROPOLITAN COMMERCIAL PARK CONDOMINIUM and under the heading LEGAL DESCRIPTION OF LAND INCLUDED IN PHASE I was surveyed and staked and that the dimensions and bearings are correct.

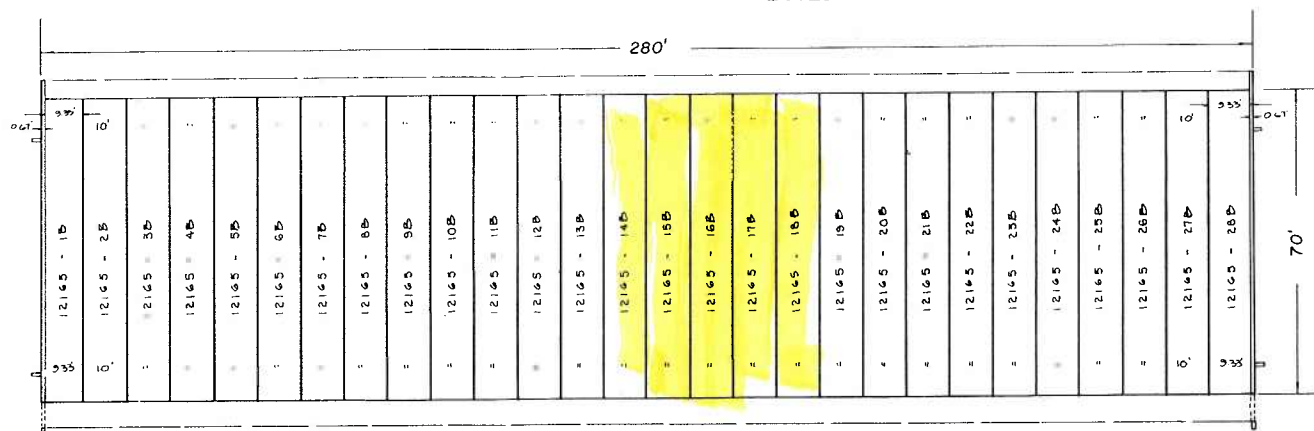
I FURTHER CERTIFY that the construction of the improvements consisting of Building A in Phase I and the units contained therein are substantially complete so that this material together with the provisions of the Declaration describing Building A, Phase I is an accurate representation of the location and dimensions of the improvements and of each unit, and that the identification, location and dimension of the common elements and of each unit in said Building A can be determined from these materials. I further certify that all planned improvements, including, but not limited to, landscaping, utility services and access to the units, and the common element facilities serving Building A and the units therein have been substantially completed.

Lester L. Bulson
 LESTER L. BULSON
 Professional Land Surveyor
 Florida Certificate No. 1965

METROPOLITAN COMMERCIAL PARK CONDOMINIUM

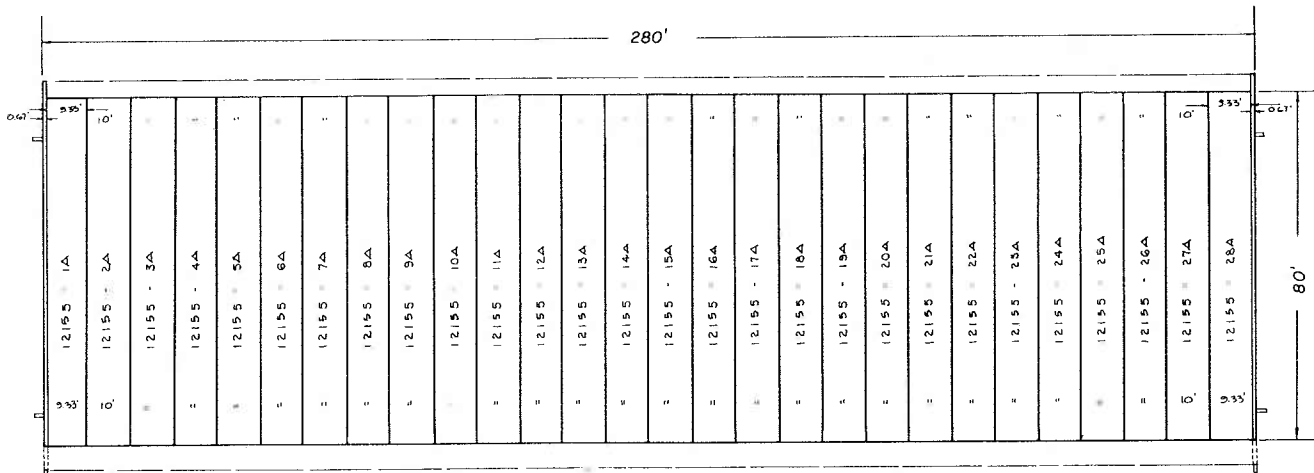


BUILDINGS A & B



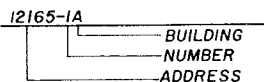
BUILDING B
FRONT

- NOTES
 1. LCE = LIMITED COMMON ELEMENT.
 2. Lines between units shown hereon constitute "Survey Lines"



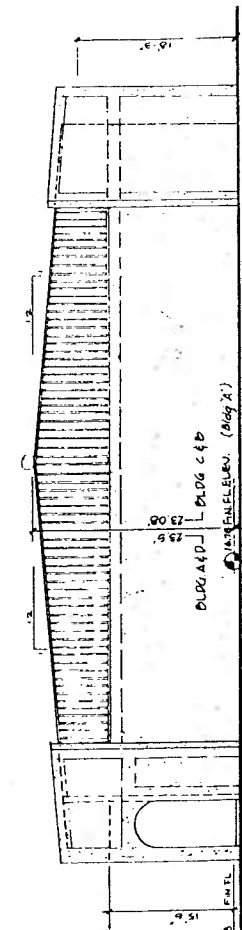
BUILDING A
FRONT

UNIT IDENTIFICATION LEGEND



LEGAL DESCRIPTION OF LAND INCLUDED IN PHASE I

TRACT "A": A tract or parcel of land lying in the northwest quarter (NW-1/4) of Section 18, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:
 From the northwest corner of said Section 18 run N 89° 00' 36" E along the north line of said section for 769.71 feet to a point on the east line of a 12.5 feet wide strip for drainage and utilities conveyed with the right-of-way for Metro Pkwy recorded in Official Record Book 1604 at page 675 of the Public Records of Lee County, Florida; thence run S 00° 01' 25" E along the east line of said strip for 507.06 feet to the Point of Beginning of the herein described parcel.
 From said Point of Beginning continue S 00° 01' 25" E along the east line of said strip for 108.63 feet; thence run S 00° 39' 36" E along the east line of said strip for 269.39 feet to a point designated "A"; thence run N 89° 20' 24" E perpendicular to said east line for 436.47 feet to an intersection with the east line of lands described in deed recorded in Deed Book 91 at pages 187 and 188, Lee County Records; thence run N 00° 40' 58" W along said east line for 380.52 feet; thence run S 89° 00' 36" W for 435.12 feet to the Point of Beginning.
 SUBJECT TO an easement for drainage purposes over and across the northerly 16.5 feet thereof.
 SUBJECT TO an easement for drainage purposes over and across the easterly 43 feet thereof.
 ALSO
 TRACT "B": From the hereinabove point designated "A" run S 00° 39' 36" E for 290 feet to the Point of Beginning.
 From said Point of Beginning run N 89° 20' 24" E for 336 feet to a point of curvature; thence run easterly, southeasterly and southerly along the arc of a curve to the right of radius 25 feet for 39.27 feet to a point of tangency; thence run S 00° 39' 36" E for 6' 41 feet to an intersection with the north line of proposed Crystal Drive Extension; thence run S 88° 56' 50" W along said north line for 361.01 feet to an intersection with the east line of said 12 foot strip; thence run N 00° 39' 36" W along said east line of said strip for 94.88 feet to the Point of Beginning.
 Bearings hereinabove mentioned are from deed recorded in Official Record Book 1550 at page 1937 of the Public Records of Lee County

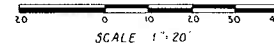


RIGHT SIDE ELEVATION
LEFT SIDE ELEVATION REVERSED

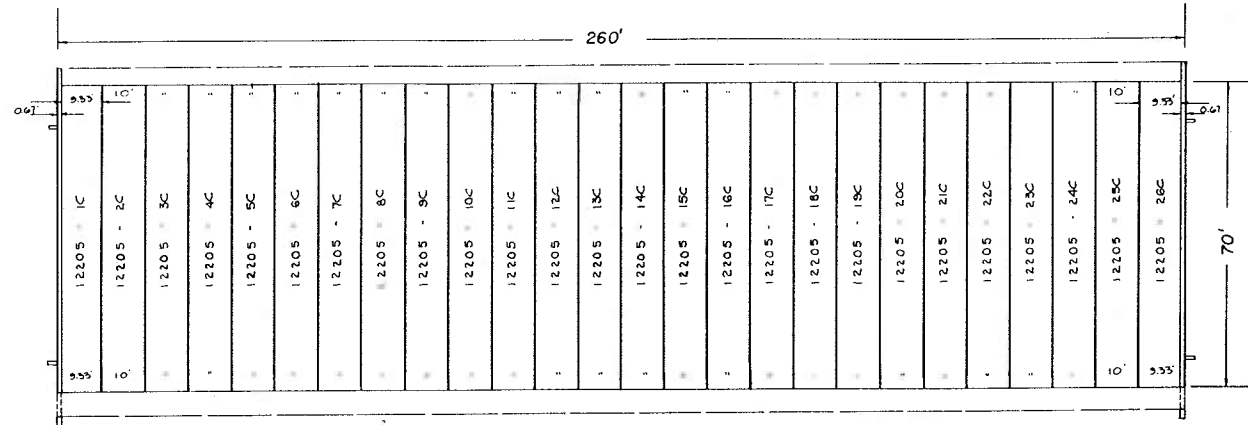
OFFICIAL RECORD BOOK
1731
 PG **2498**

"EXHIBIT A"
2 OF 4

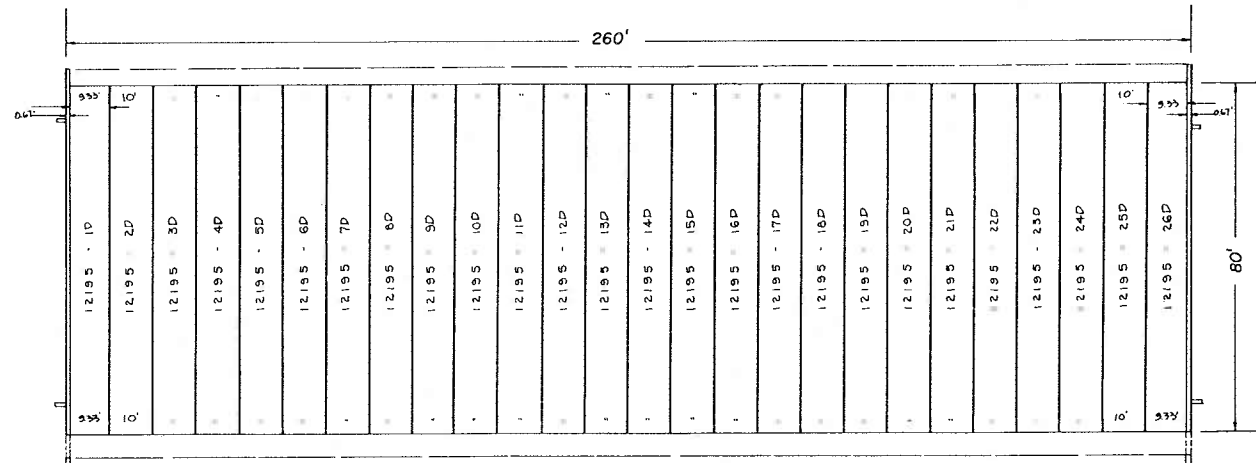
METROPOLITAN COMMERCIAL PARK CONDOMINIUM



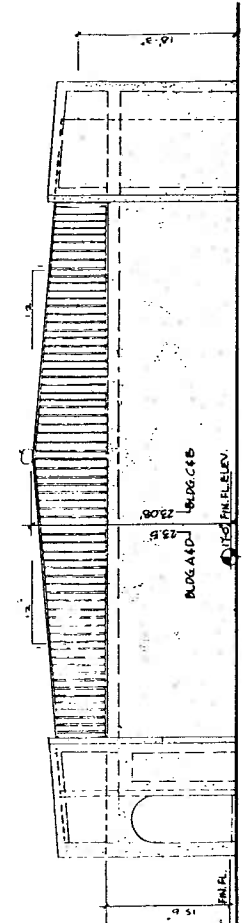
BUILDINGS C & D



BUILDING 'C'
FRONT



BUILDING 'D'
FRONT



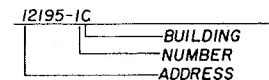
RIGHT SIDE ELEVATION
LEFT SIDE ELEVATION REVERSED

"EXHIBIT A"
3 OF 4

LEGAL DESCRIPTION
OF LAND THAT MAY BE INCLUDED IN PHASE II

A tract or parcel of land lying in the northwest quarter (NW-1/4) of Section 18, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:
 From the northwest corner of said Section 18 run N 89° 00' 36" E along the north line of said section for 769.71 feet to a point on the east line of a 12.5 feet wide strip for drainage and utilities conveyed with the right-of-way for Metro Pkwy. recorded in Official Record Book 1604 at page 675 of the Public Records of Lee County, Florida; thence run S 00° 01' 25" E along the east line of said strip for 615.69 feet; thence run S 00° 39' 36" E for 269.39 to the Point of Beginning.
 From said Point of Beginning continue S 00° 39' 36" E along the east line of said strip for 290.00 feet; thence run N 89° 20' 24" E perpendicular to said east line for 336.00 feet; thence run easterly, southeasterly and southerly along the arc of a curve to the right of radius 25 feet for 39.27 feet to a point of tangency; thence run S 00° 39' 36" E for 67.41 feet to an intersection with the north line of proposed Crystal Drive Extension; thence run N 88° 56' 50" E along said north line for 75.63 feet to an intersection with the east line of lands described in deed recorded in Deed Book 91 at pages 187 and 188 of the Public Records of Lee County; thence run N 00° 40' 58" W along said east line for 381.89 feet; thence run S 89° 20' 24" W for 436.47 feet to the Point of Beginning.
 SUBJECT TO an easement for drainage purposes over and across the easterly 43 feet thereof.
 Bearings hereinabove mentioned are from deed recorded in Official Record Book 1550 at page 1937 of the Public Records of Lee County.

UNIT IDENTIFICATION LEGEND



REC. 1731 PG 2499

N00728

FILED REC: 1731 PG 2501

ARTICLES OF INCORPORATION
OF
METROPOLITAN COMMERCIAL PARK CONDOMINIUM
ASSOCIATION, INC.

FILED
1984 JAN -5 AM 9:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles of Incorporation, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE I

Name

The name of the corporation shall be METROPOLITAN COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act of the State of Florida for the operation of METROPOLITAN COMMERCIAL PARK CONDOMINIUM.

2.2 The condominium is a phase condominium which will consist of not less than one nor more than two phases.

2.3 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

Power

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as permissively limited by these Articles and the Declaration of Condominium, for METROPOLITAN COMMERCIAL PARK CONDOMINIUM, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as from time to time amended, if not inconsistent with the Condominium Act, including but not limited to the following:

a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, repair, replace and operate the condominium property, including easements.

d. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

e. To reconstruct improvements after casualty and to further improve the property.

f. To make and amend reasonable rules and regulations respecting the use of the property in the condominium.

g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the rules and regulations for the use of the property in the condominium.

h. To contract for the management and maintenance of the condominium property.

i. To employ personnel to perform the services required for proper operation of the condominium.

j. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

k. To acquire by purchase or otherwise condominium parcels of the Condominium.

l. To approve or disapprove the transfer, mortgaging, leasing or ownership of units as may be provided by the Declaration of Condominium and the By-Laws.

m. To enter into agreements with the Developer, other Condominium Associations or any other legal entity for the maintenance, replacement or repair of properties of any kind or nature used in common with others, such as but not limited to subdivision-type improvements.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Condominium Act, the Articles, the Declaration of Condominium and the By-Laws.

FILED
1994 JUN -5 AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV

Members

4.1 The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership of the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4.4 The owner(s) of each unit shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination, shall consist of three directors. The initial directors need not be members of the Association. All subsequent directors, except for a director elected by Developer pursuant to Section 718.301(1)(d) of the Condominium Act, shall be members of the Association.

5.2 Directors of the Association, other than the initial Directors and Directors elected pursuant to Section 5.3 shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The fee owner of the land and developer of the condominium property is Metro Associates, Ltd., a Florida Limited Partnership.

Association control shall be transferred from the Developer to unit owners, other than the Developer, in the manner provided for in Florida Statutes 718.301. The Directors named in these Articles and Directors elected pursuant to the provisions of said 718.301 shall serve until the first annual election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
Robert L. Meister	8035-1 Stringfellow Boulevard Bokeelia, Florida 33922
Samuel L. Crouch	12934 Kenwood Lane S. W. Fort Myers, Florida 33907
John A. Bengs	3102 Mallard Cove Lane Fort Wayne, Indiana 46804

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Robert L. Meister	8035-1 Stringfellow Boulevard Bokeelia, Florida 33922
Vice President/ Secretary	Samuel L. Crouch	12934 Kenwood Lane S. W. Fort Myers, Florida 33907
Treasurer	John A. Bengs	3102 Mallard Cove Lane Fort Wayne, Indiana 46804

ARTICLE VII

Indemnification

The Association shall, and does hereby, indemnify any persons ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or director of the Association ("Proceedings").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorney's fees and court costs ("Expenses") as Expenses are incurred

by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein. the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct, as such terms are used in Section 607.014(6) of the Florida Statutes, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnify to which Indemnitees are entitled including, without limitation, those conferred by the Florida Statutes or by the By-Laws, Articles of any agreement executed by the Association.

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by a vote of seventy-five percent (75%) of the members as provided in the By-Laws.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

9.2 The resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting, except as elsewhere provided.

a. Such approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

b. By not less than eighty percent (80%) of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Lee County, Florida.

ARTICLE X

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Names</u>	<u>Addresses</u>
Robert L. Meister	8035-1 Stringfellow Boulevard Bokeelia, Florida 33922
Samuel L. Crouch	12934 Kenwood Lane S. W. Fort Myers, Florida 33907

ARTICLE XI

Association Address

The office of the corporation shall be: 12934 Kenwood Lane W., Fort Myers, Florida 33907.

ARTICLE XII

Registered Office - Registered Agent

The registered office of the Association is at 12934 Kenwood Lane S. W., Fort Myers, Florida 33907. The registered Agent is Samuel L. Crouch, whose address is the same as that of the registered office.

ARTICLE XIII

Term

The term for which this corporation shall exist is perpetual.

IN WITNESS WHEREOF, the subscribers have affixed their signature this 29 day of DECEMBER, A. D. 1983.

Robert L. Meister
ROBERT L. MEISTER

Samuel L. Crouch
SAMUEL L. CROUCH

FILED
1984 JAN - AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)
 :SS
COUNTY OF LEE)

BEFORE ME, the undersigned authority, personally appeared ROBERT L. MEISTER and SAMUEL L. CROUCH, and acknowledged before me that they executed the above and foregoing Articles of Incorporation for the purposes therein expressed.

IN WITNESS THEREOF, I have hereunto set my hand and official seal at FORT MYERS, said County and State this 29 day of DECEMBER, A. D. 1983.

William C. Flor
Notary Public - State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 16 1987
BONDED THRU GENERAL INSURANCE UND

FILED
1984 JAN -5 AM 9:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS
OF
METROPOLITAN COMMERCIAL PARK CONDOMINIUM
ASSOCIATION, INC.

a corporation not for profit
under the laws of the State of Florida

ARTICLE I

Identity

Section 1. These are the By-Laws of METROPOLITAN COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC. called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the original Articles of Incorporation of which are filed in the office of the Secretary of State.

The Association has been organized for the purpose of administering a commercial condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these By-Laws, which condominium is identified by the name "METROPOLITAN COMMERCIAL PARK CONDOMINIUM".

Section 2. The mailing address of the Association shall be 12934 Kenwood Lane S. W., Fort Myers, Florida 33907.

Section 3. The Association shall operate on a calendar year basis. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year, and change the fiscal year dates, whenever deemed expedient and for the best interests of the corporation.

Section 4. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II

Definitions

Section 1. All words, phrases, names and/or terms used in these By-Laws, the Declaration or Condominium, the Articles of Incorporation of the Condominium Association and Exhibits "A" and "D" attached to said Declaration shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the content of said instruments otherwise requires.

ARTICLE III

The Association

Section 1 - Members. The owners of the condominium parcels shall be the members of this Association.

a. Any legal entity capable of ownership of real property under the laws of Florida shall be eligible for membership.

b. Any legal entity, upon acquiring title to a condominium parcel, shall, ipso facto, become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall ipso facto cease.

Section 2 - Place of Meeting. Meeting of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3 - Annual Meeting. Annual meeting of the Association shall be held on the first Thursday of February of each year. At the annual meeting, the members may transact such business of the Association as may properly come before them. The time of all meetings shall be set by the Directors, and the Directors by majority vote may change the date of the annual meeting.

Section 4 - Special Meetings. Special Meetings of the members may be called by the President and shall be called by the President or Secretary at the request, in writing, of the Board of Directors or at the request in writing of ten percent (10%) of the members, such requests shall state the purpose or purposes of the proposed meeting.

Section 5 - Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears in the membership book of the Association, or if no such address appears, at his last known place of address, at least fourteen (14) days but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served, and the post office certificate of mailing shall be retained as proof of such mailing.

Section 6 - Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean owners having the right to vote fifty percent (50%) plus 1 of the authorized votes at the time of taking any vote.

Section 7 - Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners", as defined in Section 6 of this Article, shall constitute a quorum.

Section 8 - Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the

meeting to a time no later than ten (10) days from the time the original meeting was called and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9 - Voting. At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, or of the Declaration of Condominium or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

Section 10 - Proxies. A member may appoint any other member as a proxy. All proxies must be filed with the Secretary at any meeting or meetings for which the proxy was given before the proxy may vote. Any proxy given shall be effective only for the specific meeting for which originally given and any lawful adjourned meeting thereof, provided that in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and further provided that every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

Section 11 - Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- a. Roll Call
- b. Proof of notice of meeting or waiver of notice
- c. Reading of the minutes of preceding meeting
- d. Reports of officers
- e. Reports of committees
- f. Election of officers (if election to be held)
- g. Unfinished business
- h. New business

ARTICLE IV

Administration

Section 1 - Number and Qualification. The number of directors that shall constitute the Board shall not be less than three (3) until such time as Developer's control of the condominium is terminated as provided herein. Upon termination of control the number shall not be less than five (5) nor more than nine (9). The initial directors need not be members of the Association. All subsequent members, except for a director elected by Developer pursuant to

Section 718.301(1)(d) of the Condominium Act, shall be members of the Association.

Section 2 - Directors - Election. Directors shall be elected by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast at the annual meeting of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

Section 3 - Removal of Directors. Subject to the provisions of F. S. 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

Section 4 - Filling of Vacancies. Vacancies in the Board of Directors occurring between annual meetings shall be filled by the remaining directors.

Section 5 - Term of Directors. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 6 - Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, Articles of Incorporation of the Condominium Association, the Condominium Act, or these By-Laws directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to, the following:

a. All powers and duties of the condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited as provided above.

b. To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units.

c. To prepare a detailed report of the acts, accounts and statements of income and expense for the previous year, and present same at the annual meeting of members.

d. To determine who will act as legal counsel for the Association whenever necessary.

e. To determine the depository for the funds of the Association.

f. To acquire the necessary personnel needed for the maintenance, care and upkeep of the common elements, and set the salaries of said personnel.

Section 7 - Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board of Directors to perform such duties, services and powers as the Board of Directors may, pursuant to the provisions of the Condominium Act, authorize.

Section 8 - Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 9 - Organization Meeting. The first meeting of the Board of Directors shall be held within ten (10) days after the annual members' meeting, at such place as shall be fixed by the Board of Directors and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, providing all of the Board of Directors shall be present in person or by proxy.

Section 10 - Regular Meeting. Regular meetings of the Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11 - Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinafter provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary, in like manner and on like notice, on the written request of at least two Directors.

Section 12 - Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13 - Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called may be transacted without further notice.

Section 14 - Fidelity Bonds. The Board of Directors shall require that all officers and directors of the Association who control or disburse funds of the Association shall be bonded with a Fidelity Bond in a principal sum of not less than Ten Thousand Dollars (\$10,000.00) for each such officer or director. Such Fidelity Bond shall name the Association as obligee and the Association shall bear the cost thereof.

Section 15 - Designation of Officers. The principal officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 16 - Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 17 - Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purposes.

Section 18 - President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association.

Section 19 - Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 20 - Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct and he shall, in general, perform all duties incident to the office of the Secretary. The minutes of all meetings of the unit owners and the Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representatives and Board members at any reasonable time. Any such minutes shall be retained by the Association for a period of not less than seven (7) years.

Section 21 - Treasurer. The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 22 - Voting by Written Instrument. The Directors may poll the unit owners in writing on any matters on which the unit owners are, or would be authorized, to vote on at the annual meeting or special meeting called for such purposes and the written vote of the members shall determine any such matter based upon the same number of votes as would be required for the passage or defeat of such matter as is provided in the Declaration of Condominium or these By-Laws, or in the absence of a specific provision, the Condominium Act.

Section 23 - Amendment to By-Laws. These By-Laws may be amended by a vote of seventy-five percent (75%) of the unit owners present and voting at any regular or special meeting duly called and noticed in accordance with the provisions of Section 5 hereof. The notice shall contain the proposed amendment or amendments which shall be in compliance with Section 718.112(2)(i). No By-Laws shall be revised or amended by reference to its title or number only. The full text of any By-Law change shall be set forth in the notice.

Section 24 - Transfer of Control. Upon fifteen percent (15%) of the units in the condominium that will be operated ultimately by the Association having been transferred to unit owners, said unit owners shall be entitled to elect one director and simultaneously with the director having been elected, one of the three initial directors shall resign.

Unit owners shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association (i) three years after transfer by Developer have been effected as to fifty percent (50%) of the units that will be operated ultimately by the Association, or (ii) three months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, or (iii) when all of the units that will be operated, ultimately by the Association, have been completed and some of them have been transferred and none of the others are being offered for sale by the Developer in the ordinary course of business, or (iv) 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, whichever shall first occur. The Developer shall be entitled to elect not less than one member of the Board of Directors of an 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.

Notwithstanding the foregoing, Developer may at its election, relinquish control prior to the time above provided for.

Section 25 - Board Meeting Open to Unit Owners - Notice Required. All regular or special meetings of the Board of Directors shall be open to all unit owners and adequate notice of all such meetings shall be posted in a conspicuous place on the condominium property at least 48 hours in advance of any special meeting.

Section 26 - Budget - Adequacy, Adoption, Limitations, Notice, Etc. The Board of Directors shall cause a written notice of the time and place of the meeting of the Board of Directors which will consider the budget. The written notice together with a copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the

budget will be considered. If an adopted budget requires assessments against the unit owners in any fiscal or calendar year, the Board of Directors, upon written application of ten percent (10%) of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice of each unit. At the special meeting, unit owners shall consider and enact a budget which may only be adopted by a vote of not less than a majority vote of all unit owners present and voting, either in person or by proxy. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority vote of all unit owners in writing, the budget shall be adopted.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provision for reasonable reserves for repair or replacement of the condominium property anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the condominium property shall be excluded from the computation. As long as Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year assessments without approval of a majority of unit owners.

All notices of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance pursuant to Section 718.112(2)(k) of the Condominium Act, unless the members of the Association by a majority vote at a duly called meeting of the Association determine for any particular fiscal year were to provide no reserves or reserves less adequate than required by said Section 718.112(2)(k).

Section 27 - Assessments. The annual assessments of the unit owners for their share of the common expenses shall be made payable to the Association or such other person or entity determined by the Board of Directors. Assessments in any event shall be made against unit owners not less frequently than quarterly in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

Section 28 - Transfer Fees or Charges. A unit owner shall pay the Association's actual costs incurred in connection with each transfer, lease, sale or sub-lease of owners units up to the sum of Fifty Dollars (\$50.00). No charge shall be made in connection with an extension or renewal of a lease.

The foregoing was adopted as the By-Laws of METROPOLITAN COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 9th day of January, 1984.

METROPOLITAN COMMERCIAL PARK
CONDOMINIUM ASSOCIATION, INC.

By: *John J. [Signature]*
President

Attest: *[Signature]*
Secretary

METROPOLITAN COMMERCIAL PARK CONDOMINIUM

MANAGEMENT CONTRACT

THIS AGREEMENT made and entered into this 9th day of January, A. D. 1984, by and between MEISTER INVESTMENT GROUP, INC., a Florida corporation (hereinafter referred to as "Manager") and METROPOLITAN COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as ("Association")).

W I T N E S S E T H :

WHEREAS, Association is the governing body for METROPOLITAN COMMERCIAL PARK CONDOMINIUM, whose mailing address is 12934 Kenwood Lane, S. W., Fort Myers, Florida 33907, and

WHEREAS, Manager is a Florida corporation empowered to manage and operate condominiums on behalf of Associations and is the sole general partner of Metro Associates, Ltd., Developer of the condominium, and

WHEREAS, the parties want to ensure the proper and uniform maintenance, management and operation of the condominium by Manager until control transferred to the unit owners as provided in Section 24 of the By-Laws of the Association, and thereafter at the option of the Association for such additional time as is provided for herein, and

WHEREAS, the parties desire to provide for the maintenance and operation of the condominium by Manager, and

WHEREAS, all information required by Section 718.3025 of the Condominium Act is shown on Addendum attached hereto and made a part hereof, and

NOW THEREFORE, in consideration of the mutual covenants between the parties running and One Dollar (\$1.00), each to the other in hand paid, the parties covenant and agree as follows:

I.

That the Association hereby employs Manager to manage the condominium and to render certain services to the Association, all as provided for herein and agrees to pay for said management and services the sums more particularly set forth herein. Manager agrees to manage the properties and render the services, and to receive as payment therefore the monies hereinafter provided for.

II.

The term of this Agreement shall be for a term commencing on the first of the month immediately following the recording of the Declaration of Condominium and continuing for a period of one (1) year following transfer of control of the condominium to the unit owners as provided in Paragraph 24 of the Association's By-Laws. The term shall be automatically extended year to year provided however that either party may cancel this Agreement upon written

notice to the other party given thirty (30) days prior to the end of the original term or any successive annual period thereafter. In no event shall this contract be cancellable during the initial term, except for gross neglect or mismanagement, or in accordance with the provisions of the Condominium Act.

III.

Duties of Manager:

Manager shall prepare and submit to the Association an annual operating budget for its approval. Manager shall as the agent of the Association shall collect from each of the unit owners their respective monthly maintenance assessment for common expenses and special assessments, if any and deposit same in a special account or accounts to be used for the use and benefit of the Association, all as provided for herein. Manager shall pay from said special account in the operating budget, to the extent of the monies received by it from the Association members and Developer pursuant to its guarantee. Manager shall submit to the Treasurer of the Association monthly a statement showing all delinquent payments owed by the members, and will prepare and submit to the Treasurer of the Association an annual statement showing all collections and disbursements, together with the balances in the special account or accounts, and will further prepare and mail all necessary tax and corporation forms required by governmental authorities, except for U. S. corporate income tax returns.

IV.

Among other items, Manager shall pay from the special account, or accounts, the following items: all utility bills incurred by the Association, including electricity, lift station and sewer/septic service, water, garbage and trash removal, insurance premiums, supplies, budgeted administrative expenses and the management fee to be paid to Manager pursuant to the terms hereof.

V.

In addition to the above and foregoing, Manager shall further, with Board approval, furnish, supply, render and/or contract for the following services for and on behalf of the Association; building maintenance; including bulb replacement in the public areas; ground care; necessary legal and accounting services, including payment for preparation of U. S. Corporate Income Tax Returns, payroll taxes and workmen's compensation insurance.

In connection with the foregoing and in consideration of the management fee reserved to Manager herein, Manager shall handle and pay bills, render accounts, maintain an office and provide the necessary bookkeeping required in connection with the rendering of the services and management provided for herein.

The records shall be open to inspection for unit owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives.

VI.

Manager shall receive as compensation for its services the total annual sum of Two Thousand Four Hundred Dollars (\$2,400.00) payable Two Hundred Dollars (\$200.00) per month, monthly in advance until Phase II is added, at which time the fee shall increase to Four Thousand Two Hundred Dollars (\$4,200.00) annually payable Three Hundred Fifty Dollars (\$350.00) monthly in advance.

VII.

The Association agrees that it will assess its members annually during the guarantee period the sums set forth in the initial budget and thereafter a sum sufficient to equal the annual budget adopted from year to year and will instruct its initial members to commence the payments of their respective assessments to Manager simultaneously with the commencement of this Agreement.

In the event at the end of each budget year, (after the guarantee period) the Manager has expended less than the total budget amount, Manager shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year. Manager agrees to advise and consult with the Directors in connection with the preparation of each annual budget, which budget shall be approved and adopted solely by the Association.

VIII.

All monies received by Manager pursuant to the terms of this agreement, from the Association members, shall be payable in such manner and to such account as will be designated by the Manager, and be placed in depositories to be selected by Manager with the approval of the Board.

IX.

During the term of the Agreement, Manager with Board approval shall have the exclusive right of hiring, firing and supervising all of the Association's personnel, the selection and supervision of various sub-contractors from time to time needed and the placing of all insurance the Association is required to place or keep in force by its By-Laws, Declaration or Articles of Incorporation.

X.

The parties hereto acknowledge and agree that the Association, as provided in its Declaration of Condominium and By-Laws, has no responsibility to its members for the maintenance and repair of the interior of the individual members units; nor the maintenance, repair or replacement of the individual unit owners fixtures and/or appliances, including the owners air conditioning system (compressor, ducts, vents, etc.) and entire electrical system; nor is the Association responsible for the payment of the utilities individually and separately metered to the respective members units; and the parties hereby specifically exclude Manager from any responsibility in connection with the above mentioned items, except that Manager agrees that it will seek to aid any member in the enforcement of warranties given by third parties.

The Association agrees to indemnify and save Manager harmless from any and all claims arising in connection with the performance of this Agreement by Manager, as its agent, and in connection there-

with agrees to place and carry a liability insurance policy for the joint protection of the Association and Manager.

XI.

Each unit owner shall separately pay any utilities individually metered and billed to the respective owner, special assessments for unusual common expenses, all taxes levied or assessed against the respective owners units, together with any mortgage payments due on mortgages encumbering owners respective units.

XII.

The Association agrees that it will assess the units in a sum sufficient to properly operate and manage the condominium in a first class manner as would be expected of an efficient office-warehouse commercial park operation, together with all sums necessary for the Association to fulfill its obligations under the terms and conditions of the Declaration of Condominium and exhibits thereto.

XIII.

Manager herein reserves the right to assign this Agreement, provided that such assignment shall be to another corporation engaged in condominium management.

Signed, sealed and delivered in the presence of:

Janice Underwood
[Signature]

MEISTER INVESTMENT GROUP, INC.,
a Florida corporation

By: [Signature]
President

Attest: [Signature]
Secretary

Signed, sealed and delivered in the presence of:

Janice Underwood
[Signature]

METROPOLITAN COMMERCIAL PARK
CONDOMINIUM ASSOCIATION, INC.,
a Florida non-profit corporation

By: [Signature]
President

Attest: [Signature]
Secretary

ADDENDUM TO METROPOLITAN COMMERCIAL PARK CONDOMINIUM
 MANAGEMENT CONTRACT BETWEEN MEISTER INVESTMENT GROUP, INC.,
 A FLORIDA CORPORATION AS MANAGER, AND
 METROPOLITAN COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC.,
 A FLORIDA CORPORATION, NOT FOR PROFIT, AS ASSOCIATION

SCHEDULE OF INFORMATION REQUIRED BY
 SECTION 718.3025 OF THE CONDOMINIUM ACT

SERVICES TO BE PERFORMED WITH THE APPROVAL OF AND SUPERVISION OF THE BOARD	TIME SCHEDULE	MINIMUM NUMBER OF PERSONNEL FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT
Secure, supervise and discharge personnel and contractors to provide for the maintenance of the common elements of the condominium	as required	one part-time manager
Keep books and records pertaining to the Association	continual basis	one part-time employee
Place insurance coverage	annually	one part-time employee
Collect and deposit monthly assessments	monthly	one part-time employee
Pay obligations and expenses of the Association	semi-annually	one part-time employee
Prepare operating budget	annually	one part-time employee
Furnish monthly delinquent statement, furnish annual operating statement	monthly; annually	one part-time employee
File annual reports and tax forms required by federal agencies	as dictated by government agencies	one part-time employee

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 RECORDS
 COUNTY OF FLORIDA
 FILE NO. VERIFIED