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Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL



AMENDED AND RESTATED
MASTER DECLARATION OF PROTECTIVE COVENANTS
AND
RESTRICTIONS FOR METROWEST

Prepared by and Return to:
Gary M. Kaleita, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
P.O. Box 2809
Orlando, Florida 32802-2809

CERTIFICATE OF AMENDMENT

**(AMENDED AND RESTATED
MASTER DECLARATION OF PROTECTIVE COVENANTS
AND
RESTRICTIONS FOR METROWEST)**

THE UNDERSIGNED, being, respectively, the current incumbent President and Secretary of the METROWEST MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "MASTER ASSOCIATION") whose address is 2121 S. Hiawasse Road, Suite 132, Orlando, Florida 32835, hereby certify the following:

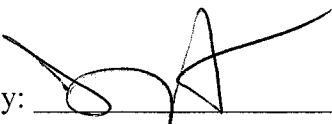
The AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (the "Declaration") to which this "Certificate of Amendment" is attached and made a part thereof was presented to the Board of Directors of the MASTER ASSOCIATION prior to and at a duly called and noticed meeting of the Board of Directors of the Association held on April 24, 2019.

The Declaration received the approval, by affirmative written consent or vote of at least two-thirds (2/3) of the members of the Board of Directors of the MASTER ASSOCIATION as required by Section 13.7 of the Prior Declaration (as such term is defined in Section 1.46 of this Declaration). Evidence of such approval by the requisite number of affirmative written consents or votes of the members of the Board of Directors of the MASTER ASSOCIATION is reflected in the minutes of the aforesaid meeting of the Board of Directors of the MASTER ASSOCIATION at which such vote was taken in person.

Accordingly, and as evidenced by the hereinbelow execution by the President and Secretary, the Declaration was properly approved by the Board of Directors of the MASTER ASSOCIATION in accordance with the requirements of Section 13.7 of the Prior Declaration.

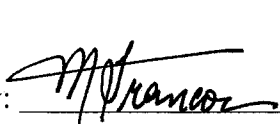
"MASTER ASSOCIATION"

**METROWEST MASTER
ASSOCIATION, INC.**, a Florida corporation
not-for-profit

By: _____

Print Name: James Drayton

Its: President

By: _____

Print Name: Madeleine Francois

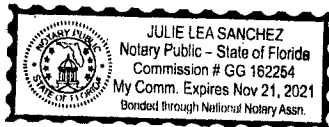
Its: Secretary

[Notary Acknowledgements follow on next page.]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of July, 2019, by **James Drayton**, as President of **METROWEST MASTER ASSOCIATION, INC.**, a Florida corporation not-for-profit, on behalf of the corporation. He/She [☒] is personally known to me or [☐] has produced _____ as identification.

(NOTARY SEAL)




NOTARY SIGNATURE

JULIE LEA SANCHEZ

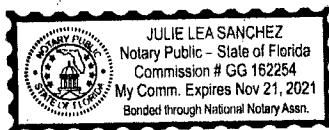
PRINTED NOTARY NAME

NOTARY PUBLIC, STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of July, 2019, by **Madeleine Francois**, as Secretary of **METROWEST MASTER ASSOCIATION, INC.**, a Florida corporation not-for-profit, on behalf of the corporation. He/She [☒] is personally known to me or [☐] has produced _____ as identification

(NOTARY SEAL)




NOTARY SIGNATURE

JULIE LEA SANCHEZ

PRINTED NOTARY NAME

NOTARY PUBLIC, STATE OF FLORIDA

AMENDED AND RESTATED
MASTER DECLARATION OF PROTECTIVE COVENANTS
AND
RESTRICTIONS FOR METROWEST
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AMENDED AND RESTATED
MASTER DECLARATION OF PROTECTIVE COVENANTS
AND
RESTRICTIONS FOR METROWEST

THIS AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (the "Declaration") is made as of this 30 day of July, 2019, by **METROWEST MASTER ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "MASTER ASSOCIATION") whose address is 2121 S. Hiawasse Road, Suite 132, Orlando, Florida 32835.

PREAMBLE

WHEREAS, the DEVELOPER (as such term is defined in Section 1.25 of this Declaration) being the owner and developer of certain real property which is more particularly described as the "Property" in the Prior Declaration (as such term is defined in Section 1.46 of this Declaration) executed that certain Prior Declaration; and

WHEREAS, the Prior Declaration declared that the Property, be held, sold conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in the Prior Declaration, as may be amended or supplemented from time to time; and

WHEREAS, in order to provide for the efficient preservation of the values and amenities of the Property the DEVELOPER established the MASTER ASSOCIATION to have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise; and

WHEREAS, as more particularly set forth in the Prior Declaration, the DEVELOPER assigned to the MASTER ASSOCIATION, and the MASTER ASSOCIATION accepted assignment of, certain rights, powers, obligations and responsibilities pertaining to the Property; and

WHEREAS, as the Developer no longer owns any portion of the Prior Property; and

WHEREAS, Section 13.7 of the Prior Declaration provided that after the DEVELOPER recorded a Notice of Termination of Interest in METROWEST, and provided the DEVELOPER no longer owns any portion of the Property, the Prior Declaration may be amended at any time upon the approval of at least two-thirds (2/3) of the members of the Board of Directors of the MASTER ASSOCIATION, as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of

the MASTER ASSOCIATION, without the requirement of joinder and consent of any other party, including, without limitation, the DEVELOPER; and

WHEREAS, the DEVELOPER no longer owns any portion of the Property and caused the Notice of Termination of Interest in METROWEST(as such term is defined in Section 1.43 of this Declaration) to be recorded among the Public Records of Orange County, Florida; and

WHEREAS, by virtue of the Notice of Termination the DEVELOPER terminated its development rights in METROWEST and has given up and terminated any and all rights reserved to the DEVELOPER in the Prior Declaration and the Articles of Incorporation and Bylaws of the MASTER ASSOCIATION, as may be amended from time to time; and

WHEREAS, the Board of Directors of the MASTER ASSOCIATION desires to amend and restate the Prior Declaration in its entirety, having determined that such amendment and restatement is necessary in order to provide for the continued efficient preservation of the values and amenities of the Property and that such amendment and restatement is in the best interests of the owners of the Property.

[Amendment and restatement of the Prior Declaration commences on the next page.]

NOW, THEREFORE, the MASTER ASSOCIATION hereby declares that the Property, and such other property as may be added to the Property pursuant to the terms of this Declaration, shall be held, sold conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration. The covenants and restrictions contained in this Declaration are imposed for the best interests of the OWNERS of the Property and shall run with the Property and shall be binding upon all persons having or acquiring any right, title or interest in any portion of the Property and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in any portion of the Property.

ARTICLE I

DEFINITIONS

1. Definitions. Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

1.1 “Alterations” shall have the meaning set forth in Section 5.5.5 of this Declaration.

1.2 “Articles of Incorporation” or “Articles” shall mean and refer to the Amended and Restated Articles of Incorporation of the MASTER ASSOCIATION as they may exist from time to time. A copy of the current Amended and Restated Articles of Incorporation of the MASTER ASSOCIATION is attached to this Declaration as Exhibit “A”.

1.3 “Assessed Value” shall mean and refer to the tax assessed valuation (total assessment for land and improvements without reduction for homestead exemption, if any) of a Property Unit as shown on the most recent assessment rolls prepared by the Orange County Property Appraiser.

1.4 “Assessment(s)” shall mean and refer to those charges made by the MASTER ASSOCIATION from time to time against each Property Unit within the Property for the purposes set forth herein and shall include, without limitation, the Assessments for Common Expenses which are more particularly described in Sections 7.1 and 7.2 of this Declaration and the Special Assessments which are more particularly described in Section 7.4 of this Declaration.

1.5 “BOARD” shall mean the Board of Directors of the MASTER ASSOCIATION.

1.6 “Bylaws” shall mean and refer to the Amended and Restated Bylaws of the MASTER ASSOCIATION as they may exist from time to time. A copy of the current Amended and Restated Bylaws of the MASTER ASSOCIATION is attached to this Declaration as Exhibit “B”.

1.7 “Certificate of Approval” shall have the meaning set forth in Subsection 5.5.4 of this Declaration.

1.8 “City” or “City of Orlando” shall mean and refer to the City of Orlando, Florida, a municipal corporation created and existing under and by virtue of the laws of the State of Florida.

1.9 “Commercial” shall mean and refer to all uses which are not Institutional or Residential.

1.10 “Commercial Property Unit” shall mean and refer to any portion of the Property, including a Condominium Unit, and including any Improvements thereon, which is, or is intended to be, used for Commercial purposes.

1.11 “Common Area(s)” shall mean and refer to those areas of land, and Improvements thereon, if any, which the MASTER ASSOCIATION has the obligation to maintain for the common use, benefit and enjoyment of all OWNERS. “Common Area” is more fully defined and described in Section 4.1.

1.12 “Common Expenses” shall mean and refer to all expenses incurred by the MASTER ASSOCIATION in connection with its ownership and/or maintenance of the Common Areas and other obligations set forth herein, or as may be otherwise determined by the BOARD.

1.13 “Community” shall mean and refer to any single family development, condominium project, cluster development, commercial development or other sub-area development.

1.14 “Community Association” shall mean and refer to any property owners association, homeowners association, condominium association or other such entity, their successors and assigns for any particular Community. The term “Community Association” shall specifically include “Condominium Association” wherever in this Declaration the context so allows. The relationship of the Community Association(s) to the MASTER ASSOCIATION is more particularly described in Article III of this Declaration.

1.15 “Community Declaration” shall mean and refer to any and all covenants, conditions, restrictions and other provisions imposed by a recorded instrument, applicable to a specific Community. The term “Community Declaration” shall mean and refer to a document containing covenants, restrictions, reservations, conditions, easements, charges or liens pertaining to a Community and shall specifically include the Declaration of Condominium for any portion of the Property upon which a condominium is created.

1.16 “Community Common Area” shall mean and refer to all real property including any Improvements and fixtures thereon which are dedicated, owned, leased or the use of which has been granted to the OWNERS within a particular Community or to a Community Association for the common use and enjoyment of its members exclusively. The term “Community Common Area” shall specifically include “Condominium Common Area” wherever in this Declaration the context so allows.

1.17 “Condominium Association(s)” shall mean and refer to any and all Condominium Associations organized and existing under the laws of the State of Florida within METROWEST.

1.18 “Condominium Common Area” shall mean and refer to the area or, areas exclusively used and owned in common by the OWNERS of the Condominium Property Units in a particular area within METROWEST, which is submitted to a condominium regime and which common elements are more particularly described in the Declaration of Condominium for such condominium regime.

1.19 “Condominium Property Unit” shall mean and refer to a Condominium Property Unit together with its appurtenant share of the undivided, interest in the common elements as described in and which is encumbered by a Declaration of Condominium. A Condominium Property Unit may be either Commercial or Residential in nature.

1.20 “County” or “Orange County” shall mean and refer to Orange County, Florida, a charter county and political subdivision of the State of Florida.

1.21 “Covenants” shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute “covenants running with the land” and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

1.22 “Declaration” shall mean this AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST, and all amendments or Supplements made to this instrument.

1.23 “Declaration of Condominium” shall mean and refer to the written instrument which, when recorded in the Public Records of Orange County, Florida, subjects all or part of a Property Unit to a condominium form of ownership of real property. Once recorded, the Declaration of Condominium will create two (2) or more Condominium Property Units in place of one (1) Property Unit which has been subjected to the Declaration of Condominium.

1.24 “Design Review Board” and/or “DRB” shall have the meaning set forth in Section 5.2 of this Declaration.

1.25 “DEVELOPER” shall mean any or all of, as the context may dictate, Debra, Inc., Leslie, L.L.C., Alliance LLC, Hiawassee Orlando, LLC and Westpointe Development Group, LLC.

1.26 “Development Guidelines Manual” shall have the meaning set forth in Subsection 5.4.3 of this Declaration.

1.27 “District” and/or “Water Management District” shall mean and refer to the South Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

1.28 “District Permit” and/or “Water Management District Permit” shall collectively mean and refer to Permit No. 48-00265-S, as amended or modified, issued by the Water Management District, a copy of which is attached hereto as Exhibit “D”, as amended from time to time.

1.29 “Drainage Areas” shall have the meaning set forth in Subsection 4.1.4 of this Declaration.

1.30 “Drainage Easements” shall have the meaning set forth in Subsection 4.1.4 of this Declaration.

1.31 “Governing Documents” shall mean (i) in the case of the MASTER ASSOCIATION, this Declaration, any Supplement to the Declaration and the Articles of Incorporation and Bylaws of the MASTER ASSOCIATION, as the same may be amended from time to time and filed of record; and (ii) in the case of a Community Association, the Community Declaration (or Declaration of Condominium), any Supplement to the Declaration and the Articles of Incorporation and Bylaws of the Community Association, as the same may be amended from time to time and filed of record. In the event of conflict or inconsistency among Governing Documents applicable to the MASTER ASSOCIATION, to the extent permitted by law, the Declaration and any Supplement to the Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. In the event of conflict or inconsistency between the MASTER ASSOCIATION Governing Documents and any Community Association Governing Documents, to the extent permitted by law, the MASTER ASSOCIATION Governing Documents shall control. One Governing Document’s lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

1.32 “Indemnified Person” shall have the meaning set forth in Subsection 5.4.3 of this Declaration.

1.33 “Improvements” shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking, and building addition, alteration, screen enclosure, sewer drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

1.34 “Institutional” shall mean and refer to non-Residential and non-Commercial uses including, but not limited to, churches, schools, libraries, museums, governmental facilities, fire and police facilities and nonprofit recreational facilities (but not Common Areas).

1.35 “Lake Areas” shall have the meaning set forth in Subsection 4.1.5 of this Declaration.

1.36 “Leasing Standards” shall have the meaning set forth in Section 3.6 of this Declaration.

1.37 “Maintenance Agreement” shall have the meaning set forth in Subsection 4.1.1 of this Declaration.

1.38 “MASTER ASSOCIATION” shall mean the METROWEST MASTER ASSOCIATION, INC., a Florida corporation not-for-profit.

1.39 “Master Development Plan” shall mean and refer to that certain MetroWest A Master Planned Community Master Development Plan, Updated: 07/01/2018, and as may be

further updated or amended from time to time, and which shows land uses of various portions of the Property.

1.40 “MEMBER” shall mean and refer to (i) any Community Association, and (ii) any OWNER of a Property Unit not subject to a Community Declaration, all of whom together shall comprise the membership of the MASTER ASSOCIATION. The OWNERS of Property Units which are subject to a Community Declaration shall not be MEMBERS of the MASTER ASSOCIATION, but shall be subject to the covenants and restrictions set forth herein, including, but not limited to, the obligation to pay Assessments as set forth hereinafter.

1.41 “METROWEST” shall mean that certain real estate development located in Orange County, Florida, which was developed by the DEVELOPER, made subject to this Declaration.

1.42 “Notice of Noncompliance” shall have the meaning set forth in Subsection 5.5.5 of this Declaration.

1.43 “Notice of Termination of Interest in METROWEST” shall mean that certain Certificate of Termination of Interest in MetroWest effectively dated October 1, 2014 and recorded October 2, 2014 in Official Records Book 10814, Page 1010 of the Public Records of Orange County, Florida.

1.44 “OWNER(S)” shall mean and refer to a record owner of fee simple title to any Property Unit located within METROWEST, but excluding those having an interest in a Property Unit merely as security for the performance of an obligation.

1.45 “Person” shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.46 “Prior Declaration” shall mean and refer to those certain instruments described in Exhibit “E” attached hereto.

1.47 “Prior Property” shall mean and refer to the real property described in the Prior Declaration as the “Property”.

1.48 “Property” shall mean and refer to the real property described in Exhibit “C” attached hereto together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

1.49 “Property Unit” shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Tracts shown on a plat, Commercial Property Units, Condominium Property Units, Institutional Property Units, Residential Property Units and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Property Unit. A Property Unit may be divided into additional Property Units, but only with the prior written approval of the MASTER ASSOCIATION, by and through its BOARD or its designee. Such division may be as a result of the platting of a subdivision or the creation of a Residential or

Commercial Condominium. Upon such platting or creation of a Condominium, each Condominium Unit shall become a Property Unit for purposes of this Declaration. Each Property Unit will be separately assessed for real property tax purposes.

1.50 “Representative(s)” shall have the meaning set forth in Section 3.11 of this Declaration.

1.51 “Resident” shall mean and refer to the legal occupant of any Property Unit, including occupants of Commercial Property Units. The term “Resident” shall include the OWNER of the Property Unit and any tenant, lessee or licensee of the OWNER.

1.52 “Residential” shall mean and refer to uses for occupancy of a Residential Property Unit for living or dwelling on a primarily permanent or semi-permanent basis, including, but not limited to, rentals or leases for occupancy of Residential Property Units for a period of time as may be permitted by the Rules and Regulations, Governing Documents of a Community Association or rules and regulations which may be established by a Community Association. It shall not mean and refer to occupancy of a premises for living or dwelling on a transient or short-term basis such as motel or hotel occupancy or occupancy of Residential Property Units through rentals or leases obtained through online rental service providers such as, but not limited to, Airbnb or VRBO.

1.53 “Residential Property Unit” shall refer to a Property Unit intended for any type of independent ownership for use and occupancy for Residential purposes, and shall, unless otherwise specified, include within its meaning by way of illustration, but not limitation, Condominium Property Units, single family detached units, and single family attached units, so long as such units are separately assessed for real property tax purposes. For purposes of this Declaration, a “Residential Property Unit” shall also include a multi-family apartment complex even though not committed to condominium form of ownership. A Property Unit which is rented as a residence or rented/used for a brokerage or sales office will not be considered a Commercial Property Unit, even though used for Commercial purposes, if the original design and intent of the Property Unit was for Residential purposes.

The operation of a brokerage, sales, leasing or management office on a Residential Property Unit for the sale, leasing or management of single-family detached units, single-family attached units, condominium property units or multi-family apartment units constructed, or to be constructed, on that Residential Property Unit will not be in violation of the prohibition against commercial activity on a Residential Property Unit.

1.54 “Retention/Detention Drainage Areas” shall have the meaning set forth in Subsection 4.1.4 of this Declaration.

1.55 “Rules and Regulations” shall mean and refer to those rules and regulations which may be established by the BOARD from time to time in accordance with Section 3.6 of this Declaration.

1.56 “School Board” shall have the meaning set forth in Section 5.1 of this Declaration.

1.57 “School Board Property” shall have the meaning set forth in Section 5.1 of this Declaration.

1.58 “Site Plan” shall have the meaning set forth in Subsection 5.4.1 of this Declaration.

1.59 “Street” shall mean and refer to any street, highway or other thoroughfare within METROWEST that is (i) dedicated to the public or (ii) privately owned by the MASTER ASSOCIATION or a Community Association and not dedicated to the public, whether same is designated as street, avenue, boulevard, highway, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

1.60 “Streetscape” shall mean and refer to the entire area within the outside limits of the right-of-way of a Street, except that portion which is paved or otherwise improved and intended for motorized vehicular traffic. For illustration, but not limitation, “Streetscape” shall include all sidewalks, bikeways, landscaping, walls, berms, swales, irrigation, signage, light fixtures and street furniture.

1.61 “Submittals” shall have the meaning set forth in Section 5.4 of this Declaration.

1.62 “Supplement” shall mean a document and the exhibits thereto which when recorded in the Public Records of Orange County, Florida, shall add real property to the provisions of this Declaration.

1.63 “Surface Water Management System” and/or “Stormwater Management System” means a system located on the Property and, to the extent required, on adjacent property, which is designed and constructed or implemented pursuant to the District Permit to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Division 40E or Chapter 62-330, F.A.C., as applicable and includes, without limitation, Drainage Areas and Drainage Easements.

ARTICLE II

PLAN FOR DEVELOPMENT OF METROWEST

2. Property Designation. The real property described in Exhibit “C” attached hereto is designated as the “Property” pursuant to this Declaration.

2.1 Other Additions to the Property. At any time, other real property not now included within the Master Development Plan may be added, or caused to be added to the provisions of this Declaration. Each commitment of additional property to this Declaration shall be made by a recitation to that effect in a Supplement which need be executed only by the MASTER ASSOCIATION and the owner of such real property, and does not require the execution or consent of any Community Association or any OWNERS. The Supplement shall describe the real property which is being committed to this Declaration and made subject to the terms of this

Declaration and shall contain such other terms and provisions as the MASTER ASSOCIATION deems proper. Upon the recordation of a Supplement, such real property described therein shall be committed to the Covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

ARTICLE III

ASSOCIATION NETWORK

3.1 Creation of the MASTER ASSOCIATION. The MASTER ASSOCIATION has been formed for the purpose of holding title to the Common Area and enforcing this Declaration and the Covenants in accordance with the rights of enforcement provided herein or which may be assigned to it from time to time by its MEMBERS. The MASTER ASSOCIATION shall also have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise, together with such other powers and duties as are prescribed by its Governing Documents.

3.2 Creation of Community Associations. Associations, subordinate to the MASTER ASSOCIATION, have been or shall be organized with respect to specified Property Units within METROWEST. All Governing Documents of each Community Association must be submitted to and approved by the MASTER ASSOCIATION prior to the recording or filing of same. Unless the Community Declaration, Declaration of Condominium, Articles of Incorporation, or any other Governing Documents relating to a Community Association are approved by the MASTER ASSOCIATION prior to their recording or filing, they shall be considered null and void and shall not be enforceable. The approval by the MASTER ASSOCIATION shall be evidenced by the signature of an officer or other authorized representative and corporate seal of the MASTER ASSOCIATION on each Governing Document. The MASTER ASSOCIATION may charge an appropriate fee to review such Governing Documents.

3.3 Rights and Duties of the Community Association. Each Community Association shall: (a) abide by this Declaration and the Covenants; (b) enforce its Community Declaration or other deed and use restrictions; (c) maintain its Community Common Area and other real property under its control or jurisdiction; (d) administer the affairs of its Community Association; and (e) perform such other duties as are prescribed by its Governing Documents or which have been assigned to it by the MASTER ASSOCIATION or the DEVELOPER or which may be assigned to it from time to time by the MASTER ASSOCIATION.

3.4 Power of the MASTER ASSOCIATION over Community Associations. The MASTER ASSOCIATION shall have the absolute power to veto any action, taken or contemplated to be taken, and shall have the absolute power to require specific action to be taken by any Community Association. The MASTER ASSOCIATION shall receive the same notification of each meeting of the members of a Community Association or board or committee thereof required by the Governing Documents of such Community Association and a representative of the MASTER ASSOCIATION shall have the unrestricted right, but not the obligation, to attend any such meeting. If proper notice is not given to the MASTER

ASSOCIATION any action taken at such meeting shall be considered null and void to the same effect as if proper notice had not been given to members of that Community Association.

By way of illustration and not as a limitation, the MASTER ASSOCIATION may: (a) veto any decision or action of a Community Association; (b) require specific maintenance, repair, replacement, removal or aesthetic changes to be performed to the property governed by a Community Association; or (c) require that a proposed budget of a Community Association include certain items and that expenditures be made therefore. In the event that a Community Association should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the MASTER ASSOCIATION, in its sole discretion), the MASTER ASSOCIATION may have, and may exercise, the Community Association's right of approval, disapproval or enforcement as to the matter. If the Community Association fails to comply with any requirements set forth by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have the right to take action on behalf of the Community Association and shall levy an Assessment in an amount adequate to recover the MASTER ASSOCIATION's cost and expenses (including administrative, legal and accounting costs and expenses) associated with the taking of the action. The Assessment shall be levied against all or any portion of the property governed by the Community Association and each OWNER within that Community shall be liable for its pro rata share of the Assessment. The Assessment will be levied as a Special Assessment as provided in Article VII of this Declaration.

3.4.1 Rights of MASTER ASSOCIATION as to Community Association Board. Community Associations shall have the absolute obligation to conduct an election for members of its board of directors no less than annually on the date set forth in their respective By-Laws. In the event a Community Association fails to conduct such election, or is unable to elect a new board of directors or new members of the board of directors, as the case may be, due to a lack of quorum or other reason, the MASTER ASSOCIATION shall have the right, but not the obligation, to undertake any or all of the following acts on behalf of the Community Association:

A. Appoint an interim board of directors or interim members of the board of directors until such time as a new board of directors or new members of the board of directors are duly elected, as applicable; or

B. Conduct a special election for such Community Association in accordance with the election procedures utilized by the MASTER ASSOCIATION.

Nothing in this Subsection 3.4.1 shall in any way amend, limit or reduce any other rights granted to the MASTER ASSOCIATION in this Declaration.

3.5 Power and Authority. The MASTER ASSOCIATION shall have the power and authority to enter into contracts, franchise agreements or service agreements on a non-exclusive or exclusive basis to provide to the OWNERS services which the MASTER ASSOCIATION is otherwise obligated to provide to the OWNERS. By way of illustration and not as limitation, the MASTER ASSOCIATION may enter into a contract for landscape maintenance of the Common Areas with a third party. The cost of such services will be included in the annual budget for the MASTER ASSOCIATION.

3.6 Rules and Regulations. The MASTER ASSOCIATION, by and through the BOARD, shall have the power and authority to promulgate and enforce such Rules and Regulations consistent with this Declaration as it may deem to be in the best interest of the OWNERS. A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all OWNERS and Residents by the MASTER ASSOCIATION. Pursuant to the foregoing provisions, the Rules and Regulations include, without limitation, requirement that OWNERS leasing a Residential Property Unit and their tenants shall comply with the Leasing Standards as are established by the MASTER ASSOCIATION or its designee, and as may be amended or supplemented from time to time. Furthermore, the Rules and Regulations may expound on provisions of this Declaration, including, but not limited to, the restriction on short-term or transient rental or leasing of Residential Property Units, as is more particularly set forth in Section 4.7 of this Declaration. Failure of an OWNER or Resident to obtain a copy of the Rules and Regulations shall not excuse such OWNER or Resident or their respective tenants, guests or invitees from the requirement to abide by the Rules and Regulations. Such Rules and Regulations, and all provisions, restrictions and covenants contained in this Declaration and any Community Declarations, including, without limitation, all architectural and use restrictions contained herein, may be enforced by legal or equitable action of the MASTER ASSOCIATION. Subject to the provisions of Florida Statutes, Section 720.305, as the same may be amended from time to time, sanctions for violations of Rules and Regulations may include reasonable monetary fines and suspension of the right to vote and the right to use of the Common Area. Prior to any decision to suspend voting rights or the right to use of the Common Area, or to impose a monetary penalty, the BOARD shall grant notice and hearing pursuant to the Bylaws. In addition, the MASTER ASSOCIATION, through the BOARD, may, by contract or other agreement, enforce City, County or other governmental ordinances or permit the City, County, or other governmental entity to enforce ordinances on the Property for the benefit of the MASTER ASSOCIATION and the OWNERS.

3.7 Acts of the MASTER ASSOCIATION. Unless the approval or action of the MEMBERS and/or a certain specific percentage of the BOARD is specifically required in this Declaration or the Governing Documents, all approvals or actions required or permitted to be given or taken by the MASTER ASSOCIATION shall be given or taken by the BOARD, without the consent of the MEMBERS. Unless otherwise required by law or specifically provided for in this Declaration, all of the duties and powers of the MASTER ASSOCIATION existing under Chapter 617 and Chapter 720 of the Florida Statutes, this Declaration and the Governing Documents shall be exercised exclusively by the BOARD. The BOARD may so act through the proper Officers of the MASTER ASSOCIATION without a specific resolution. When an approval or action of the MASTER ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the MASTER ASSOCIATION deems appropriate or the MASTER ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary. All approvals, action, duties and, powers shall be subject to approval by the MEMBERS only when specifically required by law, or by this Declaration and/or the Governing Documents.

3.8 Membership in the MASTER ASSOCIATION.

3.8.1 Community Association Member. Each Community Association shall be a MEMBER of the MASTER ASSOCIATION. No OWNER of any Property Unit which is subject to the jurisdiction of a Community Association shall be a MEMBER of the MASTER ASSOCIATION.

3.8.2 OWNERS not Subject to Community Association Jurisdiction. The OWNERS of all Property Units not subject to the jurisdiction of a Community Association shall be MEMBERS of the MASTER ASSOCIATION. Notwithstanding the foregoing, no OWNER of an Institutional Property Unit shall be deemed a MEMBER unless such OWNER agrees to pay Assessments to the MASTER ASSOCIATION.

3.9 Members' Voting Rights. The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.

3.10 Current Lists of OWNERS. Each Community Association shall provide the MASTER ASSOCIATION with the names and addresses of all OWNERS who are members of that Community Association and shall notify the MASTER ASSOCIATION in writing each time there is a change in the name and/or mailing address of a member of that Community Association.

3.11 Representative. The votes of MEMBERS which are Community Associations shall be cast at meetings of the MEMBERS by their Representative(s). The Representative(s) shall be as set forth in the Articles of the MASTER ASSOCIATION.

3.12 Board of Directors. The MASTER ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

3.12.1 Election of the BOARD. The members of the BOARD shall be elected by the MEMBERS of the MASTER ASSOCIATION.

3.13 Vacancies. A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws.

ARTICLE IV

LAND USE CLASSIFICATIONS AND RESTRICTIONS

4. Declaration. The following provisions shall be applicable to the Property, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration and the Covenants as follows:

4.1 Common Area. The Common Area shall be deemed to include (i) those areas which are designated as such on any recorded subdivision plat of the Property, or any portion thereof; (ii) those areas which are otherwise dedicated, conveyed or leased for the common use and enjoyment of all OWNERS; and (iii) those areas the maintenance of which has been assumed by the MASTER ASSOCIATION. The term "Common Area" shall also include any and all Improvements located on the real property classified as "Common Area." The Common Area shall be distinguished from the Community Common Areas. Community Common Areas shall be

for the exclusive use of the Residents of a particular Community. By way of illustration and not as to limitation, the Common Area may include:

4.1.1 Streets. All Streets not dedicated to the public and the Streetscape of all Streets dedicated to the public (to the extent permitted by governmental body having jurisdiction over a Street which has been dedicated to the public) within METROWEST, which include, but is not limited to, landscaping, irrigation, lighting, pedestrian pathways, bicycle pathways, drainage systems, signage and aesthetic improvements located in, under and along such Streets. The Master Association is bound by that certain Maintenance Agreement with the City of Orlando and Orange County dated October 22, 1985, with an effective date of November 12, 1985 and as recorded May 29, 1986 in Official Records Book 3791, Page 315, as affected by that certain Assignment Concerning Transfer of Responsibilities dated September 10, 1986 and as recorded September 17, 1986 in Official Records Book 3820, Page 4314, all of the Public Records of Orange County, Florida (collectively the "Maintenance Agreement"), the purpose of which is, in part, to allow the MASTER ASSOCIATION to maintain all Streetscape areas of the public streets, roads or highways within METROWEST. To the extent the MASTER ASSOCIATION has the right to maintain such areas, such areas shall be considered part of the Common Area even though not owned by the MASTER ASSOCIATION. Even though the Streetscape area of all public Streets shall be considered Common Area for purposes of maintenance by the MASTER ASSOCIATION, the OWNERS' right to use such areas shall be limited to pedestrian travel only and for no recreational purposes. Pedestrian travel shall include walking, jogging or running, riding, bicycles, etc., within that portion of the Streetscape reasonably intended for such purposes.

The MASTER ASSOCIATION shall have no right or obligation to maintain those Streets located within the portion of the Property under the control of a Community Association which are not dedicated to the public. Only (a) OWNERS whose Property Units are under the jurisdiction of that Community Association and their tenants, licensees, guests, invitees and domestic help; (b) United States mail carriers and providers of delivery and pick-up services (in performance of their duties); (c) representatives of fire departments, police and sheriff's departments and other authorities of law, and other necessary municipal, county, special district, state and federal agencies (in their official capacity); (d) providers of security services (for the purposes of executing the duties for which they were engaged); (e) public or private utility company employees or representatives (in their capacity of providing services to the Property); (f) holders of bona fide security interests and mortgages on any portion of the Property (for the purpose of reasonable inspections of such portion of the Property); (g) such other persons as such OWNERS, their successors and assigns, may from time to time designate; (h) representatives of the MASTER ASSOCIATION; and (i) parties permitted by the applicable Community Association, shall have the right to use the streets within the portion of the Property under the control of that Community Association.

4.1.2 Recreation Areas. Recreation areas include those portions of the Property designated for recreational use on any recorded subdivision plat of the Property, or were so designated in an instrument of conveyance by the DEVELOPER, or were or may otherwise be so designated by the MASTER ASSOCIATION in the future. Recreation areas shall be used only for recreational purposes in a manner consistent with any improvement of such recreational area subject to the Rules and Regulations of the MASTER ASSOCIATION. The MASTER

ASSOCIATION, in its sole discretion, shall determine the manner of making improvements in recreation areas and the use thereof.

4.1.3 Open Spaces. Open spaces mean those portions of the Property designated as open spaces on any recorded subdivision plat of the Property, or were so designated in an instrument of conveyance by the DEVELOPER, or were or may otherwise be so designated by the MASTER ASSOCIATION in the future. The MASTER ASSOCIATION shall have the absolute right, in its sole discretion, to modify the appearance of open spaces. Any such modification shall be made in accordance with the requirements of all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such modification and the MASTER ASSOCIATION's determination that any such modification is consistent with the objectives of the Development Guidelines Manual.

4.1.4 Drainage Areas. Drainage areas mean those portions of the Property designated as drainage areas or drainage easements (collectively "Drainage Areas") on any recorded subdivision plat of the Property, or were so designated in an instrument of conveyance by the DEVELOPER, or were or may otherwise be so designated by the MASTER ASSOCIATION in the future, and which shall be kept and maintained for irrigation, drainage or beautification purposes in a manner consistent with their original design and as permitted by the Water Management District and/or all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such Drainage Areas, and as such Drainage Areas may be modified by the MASTER ASSOCIATION, subject, however, to all applicable rules, regulations, ordinances, requirements or permits of the Water Management District and/or all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such Drainage Areas. The term Drainage Areas as used herein shall also include those areas described in the Maintenance Agreement, and those areas which are used as retention/detention ponds for storm water runoff from public or private rights-of-way or other portions of the Property (collectively "Retention/Detention Drainage Areas"). The MASTER ASSOCIATION shall have the right to maintain such areas even though such real property may have been or may be dedicated to the public and not owned by the MASTER ASSOCIATION. The "Drainage Easements" shown on or described in any plat or instrument of conveyance shall be used for the construction, repair and maintenance of drainage facilities including, but not limited to, canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto. The location of the drainage pattern may not be modified or relocated without the prior written consent of the MASTER ASSOCIATION and the Water Management District and/or all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such drainage patterns.

4.1.5 Lake Areas. Lake areas mean those bodies of water, less and except the Retention/Detention Drainage Areas, which are located wholly or partially within the Property and the boundaries of which shall be subject to accretion, reliction or other natural minor changes (collectively the "Lake Areas"). Subject to the provisions of all applicable rules, regulations, ordinances, requirements or permits of the Water Management District and/or all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such Lake Areas, the Lake Areas together with any adjacent shoreline shall be kept and maintained by the OWNER of the contiguous Property Unit, in an ecologically sound condition for water retention, irrigation, drainage, and water management purposes in compliance

with all applicable rules, regulations, ordinances, requirements or permits of the Water Management District and/or all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such areas. Subject to the provisions of rules, regulations, ordinances, requirements or permits of the Water Management District and/or all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such areas, the MASTER ASSOCIATION shall maintain complete control of all Lake Areas (1) for purpose of enforcing maintenance thereof by the OWNER of the contiguous Property Unit, and (2) to control the use thereof. Further subject to the provisions of rules, regulations, ordinances, requirements or permits of the Water Management District and/or all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such areas, the MASTER ASSOCIATION shall also have the responsibility to maintain all Lake Areas together with the adjacent shoreline of all Lake Areas contiguous with any Common Area. Neither the MASTER ASSOCIATION nor any Community Association shall be obligated to provide supervisory personnel, including, without limitation, lifeguards for the Lake Areas.

4.1.6 Paths. Paths mean those portions of the Property designated as paths on any recorded subdivision plat of the Property, or were so designated in a deed of conveyance by the DEVELOPER, or were or may otherwise be so designated by the MASTER ASSOCIATION in the future, and all improvements thereon including, but not limited to, pathways, lights, bridges and accessways which shall be kept and maintained by the MASTER ASSOCIATION.

4.1.7 Public Improvements. The MASTER ASSOCIATION may, but shall not be obligated to, elect to maintain public Improvements owned by Orange County, Florida, the City of Orlando, Florida, or any other governmental body that are not maintained at the expense of the general public. Furthermore, the MASTER ASSOCIATION may, but shall not be obligated to, elect to provide enhanced level of maintenance to public Improvements owned by Orange County, Florida, the City of Orlando, Florida, or any other governmental body, beyond that which is maintained at the expense of the general public

4.1.8 Limitation of Use of Common Area. Notwithstanding anything herein to the contrary, OWNERS shall not have the unrestricted right of use and enjoyment of all Common Area. For, instance, the OWNERS shall not have the right to use (1) the Streetscapes except for walkways or paths therein, (2) the open spaces described in Subsection 4.1.3, or (3) the Drainage Areas. From time to time as set forth in Subsection 4.4.2, the BOARD may promulgate Rules and Regulations concerning use of the Common Areas by the OWNERS.

4.1.9 Limitation on Designation as Common Area. Notwithstanding anything in this Section 4.1 to the contrary, and except for easement rights which may have been or are designated to be Common Area or in order to correct a scrivener's error, the MASTER ASSOCIATION will not have the right to designate any portion of the Property as Common Area if the MASTER ASSOCIATION is not the owner of such portion of the Property unless such designation is joined in by all of the OWNERS of the portion of the Property affected by such designation.

4.2 Community Common Area. The Community Common Area shall not be deemed to be a part of the Common Area except as provided by this Declaration.

4.3 Conveyances and Assignments to the MASTER ASSOCIATION; Common Area and Maintenance Responsibilities. Title to certain property owned by other parties, including, without limitation, the DEVELOPER, as well as certain interests therein, has been conveyed to the MASTER ASSOCIATION as Common Area. Title to certain property owned by other parties, as well as certain interests therein, may be conveyed to the MASTER ASSOCIATION in the future as Common Area. Any such future conveyances are subject to the MASTER ASSOCIATION's acceptance of such property as Common Area. Any such property, or interests therein, conveyed as Common Area may include property not located within the Property. Certain maintenance responsibilities for property which may or may not constitute Common Area or for property not located within Common Area or for property which may not be located within the Property have been or may be assigned to the MASTER ASSOCIATION in the future. Such future assignments are subject to the MASTER ASSOCIATION's acceptance of such assignment and assumption of such maintenance responsibilities. The MASTER ASSOCIATION was obligated to accept the conveyance of Common Area as delivered by the DEVELOPER and it is the obligation of the MASTER ASSOCIATION to maintain Common Area for the use and benefit of the OWNERS in accordance with the provisions of this Declaration.

4.4 Use of the Common Area. Subject to the provisions of Subsection 4.1.8 of this Declaration and any Rules and Regulations of the MASTER ASSOCIATION, every OWNER shall have the nonexclusive right to use and enjoy the Common Area subject to the following:

4.4.1 Transfer of a Common Area. The MASTER ASSOCIATION shall only abandon, partition, subdivide, alienate, release, transfer, hypothecate, or otherwise encumber title to the Common Area in accordance with the provisions of this Declaration. The MASTER ASSOCIATION may encumber the Common Area provided such encumbrances are solely to secure loans obtained for improving the Common Area being encumbered and the lien is not superior to the provisions of this Declaration.

4.4.2 Use by the OWNERS. Subject to the provisions of Subsection 4.1.8 of this Declaration and any Rules and Regulations of the MASTER ASSOCIATION, a nonexclusive and perpetual right of use of all Common Area shall be deemed to have been granted to: (a) all OWNERS, and their tenants, licensees, guests, invitees and domestic help; (b) United States mail carriers and providers of delivery and pick-up services (in performance of their duties); (c) representatives of fire departments, police and sheriff's departments and other authorities of law, and other necessary municipal, county, special district, state and federal agencies (in their official capacity); (d) providers of security services (for the purposes of executing the duties for which they were engaged); (e) public or private utility company employees or representatives (in their capacity of providing services to the Property); (f) holders of bona fide security interests and mortgages on any portion of the Property (for the purpose of reasonable inspections of such portion of the Property); (g) such other persons as OWNERS, their successor and assigns, may from time to time designate; (h) representatives of the Community Associations; and (i) parties permitted by the MASTER ASSOCIATION.

4.4.3 Public Safety. The MASTER ASSOCIATION may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote public safety or community connection and interaction. Such activities may include, but not be limited to, contracting for the provision of services for the enforcement of,

reporting of infractions of and monitoring of compliance with the Rules and Regulations and/or any other purpose the BOARD may determine to be reasonable. Notwithstanding the foregoing, in no event shall the MASTER ASSOCIATION in any way be considered an insurer or guarantor of security within the Property, nor shall it be held liable for any loss or damage by reason of the lack of adequate security or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any fire protection system, alarm system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that any entrance or exit gate(s) or any person acting as a gate attendant shall provide security services or prevent unauthorized persons from entering upon the Property. Each Owner therefore acknowledges, understands and agrees that the MASTER ASSOCIATION, and its officers and directors are not insurers and that each person entering upon the Property assumes all risks of loss or damage to persons and property resulting from the acts of third parties. Furthermore, each OWNER specifically acknowledges, understands and agrees that any entrance and exit gate(s) within the Property are only provided as traffic control devices and are not provided as a measure of safety or security.

4.4.4 Prohibited Uses. No Person (other than employees or agents of the MASTER ASSOCIATION) shall, without the written approval of the MASTER ASSOCIATION, do any of the following on any part of the Common Area: (a) operate motor vehicles for any purpose other than as a means of transportation; (b) use power boats on any lakes, ponds or streams; (c) boat, fish or swim other than in lakes, ponds or streams designated for those purposes; (d) permit the walking or running of animals except when on a leash; (e) light any fires except in designated picnic areas; (f) fell any trees or injure or damage any landscaping; (g) interfere with any drainage, utility or access easements; (h) build any structures, recreational or other common facilities other than those approved by the BOARD and, to the extent required, the DRB; (i) discharge any liquid or material other than natural drainage into any lake, pond or water course; (j) alter, or obstruct any lakes, ponds, drainage swales, or water courses; or (k) interfere with any water control structures or apparatus. Nor shall any person violate Rules and Regulations that may be established by the MASTER ASSOCIATION governing the use of the Common Area.

4.5 Maintenance of the Common Area. The MASTER ASSOCIATION shall own and be responsible for the maintenance and repair of the Common Area. Specifically, the property the MASTER ASSOCIATION shall maintain and be responsible for shall include, but not be limited to, the following:

4.5.1 Such monitoring service staffhouse(s) or gatehouse(s) and other monitoring service facilities, if any, which are provided for the benefit of all MEMBERS and OWNERS at METROWEST.

4.5.2 All Streets and Streetscape of METROWEST as shown on any plat of any portion of the Property, except the paved surface of any street dedicated to the public and except all public utilities located within any Street or easement area dedicated to the public or granted to the utility company.

4.5.3 The Drainage Areas, including the littoral and buffer zones.

The MASTER ASSOCIATION may, in the discretion of the BOARD, assume the maintenance responsibility set out in any Community Declaration subsequently recorded which creates any Community Association with jurisdiction of any portion of the Property. In such event, all costs of such maintenance shall be assessed only against all OWNERS within that Community Association. The assumption of this responsibility may take place either by contract or because, in the opinion of the BOARD, the level and quality of service then being provided is not consistent with the standards of maintenance generally prevailing in METROWEST. The provision of services in accordance with this Section 4.5 shall not constitute discrimination within a class.

4.6 Maintenance by the OWNER. The responsibility of each OWNER to keep its Property Unit in compliance with the standards promulgated by the Design Review Board shall be as follows:

4.6.1 To maintain, protect, repair and replace, at its own cost and expense, all portions of its Property Unit together with all Improvements, including landscaping and equipment located thereon, except any portions to be maintained, repaired or replaced by the MASTER ASSOCIATION or any Community Association. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other OWNERS.

4.6.2 Not to modify or change the appearance or design of any portion of the exterior of any structure or site features located on the Property Unit without the prior written approval of the DRB, and additionally as may be required by the Community Association of which a Property Unit is a part.

4.6.3 To report promptly to the MASTER ASSOCIATION any defect or need for repairs, maintenance or replacements for which the MASTER ASSOCIATION or any Community Association is responsible.

Notwithstanding anything in this Declaration to the contrary, and as is more particularly described in that certain Supplement No. 1 to the Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded August 20, 1987 in Official Records Book 3913, Page 2944 of the Public Records of Orange County, Florida, for so long as the School Board Property is owned by the School Board the provisions of this Section 4.6 shall not apply to the School Board Property except that the School Board is required to maintain the School Board Property and Improvements thereon at the same level of maintenance that is generally found at other public schools in the Orange County School System. At such time as title to the School Board Property is no longer held by the School Board, all terms and provisions of this Section 4.6 shall apply to the School Board Property.

4.7 Residential Property. Except as specifically allowed by zoning regulations and the MASTER ASSOCIATION, a Residential Property Unit shall be for Residential use only and for no Commercial or Institutional use, except during the construction, development and sale or rental of the Residential Property Units. No Residential Property Units shall be rented or leased through online short-term or transient rental service providers such as, but not limited to, Airbnb or VRBO.

4.8 Commercial or Institutional Areas. Commercial and/or Institutional Property Units are that portion of the Property upon which non-Residential Improvements may be constructed. No portion of the Commercial or Institutional areas may be used for Residential purposes, except as allowed by zoning regulations and the MASTER ASSOCIATION. Neither the leasing of a Residential Property Unit, nor the operation of a brokerage or sales office from a Residential Property Unit, shall be considered commercial activity.

4.9 Additional Provisions for the Preservation of the Values and Amenities of METROWEST. In order to preserve the values and amenities of METROWEST, the following provisions shall be applicable to the Property.

4.9.1 Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the MASTER ASSOCIATION, or any assignee of the DEVELOPER, if any, or the MASTER ASSOCIATION, in mining operations for the purpose of obtaining "fill dirt" for placement on other portions of the Property, or for the removal and sale of excess "fill dirt", in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

4.9.2 Clothes Drying Areas. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, no portion of the Property shall be used as a drying or hanging area for laundry of any kind unless approved in writing by the MASTER ASSOCIATION, by and through its BOARD or its designee, which may include the DRB.

4.9.3 Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the MASTER ASSOCIATION, by and through its BOARD or its designee, which may include the DRB. Installation, maintenance, and use of all such antennas, devices and associated appurtenances shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the Federal Communications Commission. Subject to the provisions of Section 720.304(2), Florida Statutes, to the extent applicable, a flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing from the MASTER ASSOCIATION, by and through its BOARD or its or its designee, which may include the DRB, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

4.9.4 Litter. In order to preserve the beauty of METROWEST, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the MASTER ASSOCIATION, by and through its BOARD or its or its designee, which may include the DRB. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Property Unit upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

4.9.5 Subdivision or Partition. As is more particularly set forth in Subsection 4.9.26, no portion of the Property shall be subdivided except with prior written consent obtained from the MASTER ASSOCIATION, by and through its BOARD or its designee, which may include the DRB.

4.9.6 Casualty Destruction to Improvements. In the event an Improvement upon any Property Unit is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the OWNER thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Property Unit in accordance requirements of all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such work and the MASTER ASSOCIATION's determination that such work is consistent with the objectives of the Development Guidelines Manual. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the DRB is obtained. If an Improvement which is part of a Community Common Area is damaged or destroyed, the Community Association administering same shall have the obligations to repair or replace as are set forth herein.

4.9.7 Common Area. Nothing shall be stored, constructed within or removed from the Common Area other than by the MASTER ASSOCIATION, except with the prior written approval of the BOARD.

4.9.8 Insurance Rates. Nothing shall be done or kept on the Common Area which shall increase the insurance rates of the MASTER ASSOCIATION or any Community Association without the prior written consent of the BOARD.

4.9.9 Use of Water Areas. Except for those used by the MASTER ASSOCIATION or its designee, boats or other vehicles (including jet skis) are prohibited upon the Retention Detention Drainage Areas and swimming or other recreational uses is not permitted in the Retention Detention Drainage Areas. The MASTER ASSOCIATION shall specifically designate the portion of the Lake Areas and the corresponding shoreline and beach areas, if any, upon which boats and other vehicles (including jet skis) may be stored, docked, or launched, or within which swimming may be permitted; subject, however, to the rules, regulations or ordinances imposed or permits issued by all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such Lake Areas and/or adjoining property. Where a Property Unit adjoins a Lake Area the OWNER shall maintain the Property Unit and the applicable portion of Lake Area; subject, however, to the rules, regulations or ordinances imposed or permits issued by all governmental and quasi-governmental bodies or agencies having jurisdictional or regulatory control over such Lake Areas.

4.9.10 Drainage Areas.

A. No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management System, including, without

limitation the Drainage Areas, without the prior written permission of the MASTER ASSOCIATION and, to the extent required, the District.

B. An OWNER shall in no way deny or prevent ingress and egress by the MASTER ASSOCIATION and its agents and employees to the Surface Water Management System, including, without limitation the Drainage Areas, for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the MASTER ASSOCIATION, its agents and employees or any appropriate governmental or quasi-governmental body or agency that may reasonably require such ingress and egress.

C. No Parcel shall be increased in size by filling in any portion of the Surface Water Management System, including, without limitation the Drainage Areas, on which it abuts. No OWNER shall fill, dike, rip-rap, block, divert or change the established Drainage Areas that have been or may be created by easement without the prior written consent of the MASTER ASSOCIATION and, to the extent required, the District.

D. Any wall, fence, paving, planting or other Improvement which is placed by an OWNER within the Surface Water Management System, including, without limitation, the Drainage Areas, or Drainage Easements, or easements for maintenance or access, is subject to removal, if required by the MASTER ASSOCIATION. Costs incurred by the MASTER ASSOCIATION for or associated with such removal, or enforcement of such removal, shall be assessed as a Special Assessment against and become a debt of the said OWNER and shall become immediately due and payable as provided for in Section 7.5 of this Declaration.

4.9.11 Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in METROWEST, other than household pets provided they are not kept, bred or maintained for any commercial purpose on any portion of the Property intended for Residential use, and provided that they do not become a nuisance or annoyance to any other OWNER. No pet shall be allowed outside a Property Unit except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Property Unit of the owner of the pet unless the owner cleans up any excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish and should certain areas of METROWEST be approved by the MASTER ASSOCIATION and applicable governmental authorities for development into equestrian centers or ranch-type residential areas, horses shall, for the purposes hereof, be deemed to be "household pets." Pets shall also be subject to applicable Rules and Regulations of the MASTER ASSOCIATION and the Community Association and their owners shall be held accountable for their actions.

Commercial activities involving pets shall not be allowed except that reasonable commercial activities may be permitted on a Commercial Property Unit so long as such activity complies with applicable zoning regulations and upon the written approval of the MASTER ASSOCIATION, by and through the BOARD or its designee. The MASTER ASSOCIATION may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Property Unit.

4.9.12 Signs. No signs, freestanding or otherwise installed, shall be erected or displayed on any Property Unit or Improvement, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the MASTER ASSOCIATION or, if applicable, the DRB. All signs must also conform with governmental codes and regulations and with MASTER ASSOCIATION's design guidelines for signs as set forth in the Development Guidelines Manual. Notwithstanding the foregoing provisions of this Subsection 4.9.12, the MASTER ASSOCIATION reserves the right, unto itself and for its successors, assigns and designees, to place and maintain identification or informational signs and signs used in connection with construction, marketing, sales or rental of Property Units anywhere on the Property.

4.9.13 Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Property Unit. Adequate landscaping shall be installed and maintained by the OWNER. All mailboxes shall be either purchased from the MASTER ASSOCIATION by the OWNER or be of a type approved by the MASTER ASSOCIATION prior to installation. No newspaper tubes or driveway reflectors shall be installed on any Property Unit. All outside spigots shall be connected to potable water or reclaimed water, as the case may be, provided only by Orlando Utilities Commission or its successors.

4.9.14 Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Street or Property Unit. Wall air conditioning units may be permitted only upon the prior written approval of the DRB. Window air conditioning units shall not be permitted.

4.9.15 Solar Collectors. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, solar collectors shall not be permitted without the prior written consent of the DRB. Further subject to the provisions of Section 163.04, Florida Statutes, any approval of the DRB shall require that the solar collectors be so located on the Property Unit that they are not visible from any Street and that their visibility from surrounding Property Units is restricted.

4.9.16 Maintenance of the Property. In order to maintain the standards of METROWEST, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the DRB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER or a Community Association has failed to maintain a Property Unit or a portion of the Community Common Area as aforesaid to the satisfaction of the MASTER ASSOCIATION or the DRB, the MASTER ASSOCIATION shall give such OWNER or Community Association written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the MASTER ASSOCIATION may without any prior notice directly remedy the problem). Upon the OWNER's or the Community Association's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the MASTER ASSOCIATION may enter upon such property and make such improvements or correction as may be necessary, the cost

of which may be paid initially by the MASTER ASSOCIATION. If the OWNER or the Community Association fails to reimburse the MASTER ASSOCIATION for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall levy a Special Assessment against the Property Unit or Community Common Area (and Property Units within the Community) as provided in Article VII. Such entry by the MASTER ASSOCIATION or its agents shall not be a trespass.

4.9.17 Vehicles and Recreational Equipment. No truck or commercial vehicle, or mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailers or vans, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the MASTER ASSOCIATION has specifically designated or approved certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Property Unit, nor to any vehicles of the MASTER ASSOCIATION. No on-street parking shall be permitted unless for special events approved in writing by the or the MASTER ASSOCIATION.

Notwithstanding anything in this Subsection 4.9.17 which may be interpreted to the contrary, the parking or storing on the Property of the following will not be deemed a violation of the prohibition set forth herein:

A. Any pickup truck or van which is used for transportation on a regular basis by a resident of a Residential Property Unit;

B. Any boat, boat trailer, recreational vehicle or equipment, mobile home, motor home or camper which is stored in a designated area on a Residential Property Unit so long as the location and screening of the storage area is approved in writing in advance by the MASTER ASSOCIATION and so long as all vehicles, equipment, boats, etc., stored in the storage area are shielded from view from contiguous portions of the Property, Streets or any portion of a golf course within METROWEST.

A truck or commercial vehicle may be parked on a Commercial Property Unit for periods of more than four (4) hours, provided that such vehicle is necessary and incident to the activities permitted on the Property Unit. Overnight parking of a truck or commercial vehicle specifically used for the activities permitted on a Commercial Property Unit is permitted only to the rear of a principal Improvement on such Commercial Property Unit. The MASTER ASSOCIATION shall be allowed to maintain and store its maintenance vehicles on specific areas of the Property as necessary for the operation and maintenance of METROWEST.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the MASTER ASSOCIATION may be towed by the MASTER ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) hours. The MASTER ASSOCIATION shall not be liable to the owner of such vehicle or recreational

equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

4.9.18 Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property unless in an enclosed garage, except in an emergency situation. Notwithstanding the foregoing, all emergency repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed. This provision shall not apply to such repair service provided by a service station or automobile repair facility which may be located on the Property within an area allowed by applicable zoning regulations.

4.9.19 Prohibited Structures. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the DRB.

4.9.20 Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

4.9.21 Walls, Fences and Shutters. No wall or fence shall be constructed with a height of more than six feet (6') above the ground level of an adjoining Property Unit, and no hedge or shrubbery abutting the Property Unit boundary line shall be permitted with a height of more than six feet (6') without the prior written approval of the DRB. No wall or fence shall be constructed on any Property Unit until its height, location, design, type, composition and material shall have first been approved in writing by the DRB. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the BOARD, whose decision shall be final. Hurricane or storm shutters, of a design, type, composition and material first approved in writing by the DRB, may be used on the exterior of buildings on a temporary basis. Except as otherwise set forth in this Subsection 4.9.21, approved hurricane or storm shutters may not remain installed or closed during hurricane season (or at any other time). Any such approved hurricane or storm shutters may be installed and closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be opened and removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board, in its sole discretion, may determine otherwise. Except as the Board, in its sole discretion, may otherwise decide, hurricane or storm shutters may not remain installed at any time other than up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed and stored within the interior of a building within seventy-two (72) hours after the end of a hurricane watch or warning.

4.9.22 Lighting. All exterior lighting of a Property Unit shall be accomplished in accordance with a lighting plan approved in writing by the DRB.

4.9.23 Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this Subsection 4.9.23 shall be decided by the BOARD, whose decision shall be final.

4.9.24 Compliance with Documents. Each OWNER (including each Resident) and their respective family members, guests, invitees; lessees and their family members, guests, and invitees; and all tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration and these Covenants. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence within METROWEST. Such OWNER shall be liable to the MASTER ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by its act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the MASTER ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Article VII. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person.

4.9.25 Exculpation of the BOARD and the MASTER ASSOCIATION. The MASTER ASSOCIATION and the BOARD may grant, withhold or deny permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

4.9.26 Subdivision and Regulation of Land.

A. No Property Unit shall be divided or subdivided without the express written consent of the MASTER ASSOCIATION, by and through its BOARD or its designee, which may include the DRB, which consent may be conditioned on the imposition of certain requirements to, comply with the provisions of the Master Development Plan. In accordance with the Master Development Plan, the number of Residential Property Units and the number of square feet of Commercial Improvements, and the number of hotel rooms has been set by the City of Orlando. Therefore, each contract by which the DEVELOPER conveyed a portion of the Property to a contract purchaser also assigned to such contract purchaser either a (1) specific number of Residential Property Units if the portion of the Property has or will have Residential Improvements constructed, thereon, or (2) a specific number of square feet of Commercial or Institutional Improvements or specific number of hotel rooms if the portion of the Property has or will have Commercial or Institutional Improvements constructed thereon. The number of Property Units or the square footage of Commercial or Institutional Improvements or the number of hotel rooms shall not be increased by any OWNER without the prior express written approval of the MASTER ASSOCIATION, by and through its BOARD or its designee, which may include the DRB, which approval may be denied at the sole discretion of the MASTER ASSOCIATION, by and through its BOARD or its designee, which may include the DRB.

B. No covenant, condition, restriction or other provision of this Declaration shall be construed in any manner as limiting or preventing any Property Unit, and the Improvements thereon, from being submitted to a plan of condominium ownership. If a Property Unit, and the Improvements thereon, is to be converted from a single ownership Improvement (whether Residential or Commercial in nature) to a condominium, the conversion and all Governing Documents of the Condominium Association are subject to the prior written approval

of the MASTER ASSOCIATION, by and through its BOARD or its designee, which may include the DRB. A condominium shall not be construed as constituting a subdivision of any Property Unit, provided that the number of Residential Property Units created in the condominium is not greater than the number of Residential Property Units assigned to the Property Unit. However, notwithstanding anything in this Declaration to the contrary, no portion of the Property may be converted to a "time sharing" or "interval ownership" type of condominium as those terms may be used in their broadest sense. Any form of ownership of any portion of the Property which is based on an allocation of time in days, weeks, months or years is strictly prohibited.

C. No OWNER shall inaugurate or implement any variation from, modification to or amendment of the Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to METROWEST, to the Property or any portion thereof, without the prior written approval of the MASTER ASSOCIATION, by and through its BOARD or its designee, which may include the DRB.

4.9.27 No Implied Waiver. The failure of the MASTER ASSOCIATION to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the MASTER ASSOCIATION, or any other Persona having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants or any other Governing Documents.

4.9.28 Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Section 4.9 by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. The MASTER ASSOCIATION may levy reasonable fines against OWNERS for a one-time violation or for continuing violations as set forth in this Subsection 4.9.28, subject, however, to the provisions of Section 720.305, Florida Statutes. All OWNERS agree that a fine which may exceed One Hundred and No/100 Dollars (\$100.00) per violation may be imposed by the MASTER ASSOCIATION against an OWNER and that such amount may be levied by the MASTER ASSOCIATION for each day of a continuing violation. With a single notice and opportunity for hearing, the fine for a continuing violation may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate. All fines collected shall be used for the, benefit of the MASTER ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida. In the event a fine exceeds One Thousand and No/100 Dollars (\$1,000.00) in the aggregate it shall be treated and collectible as a Special Assessment as provided in Article VII of this Declaration.

4.9.29 Enforcement of Non-Monetary Provisions. Should the MASTER ASSOCIATION be required to initiate legal or administrative proceedings to enforce any non-monetary provision in this Article IV or any rule or regulation enacted by the MASTER ASSOCIATION, the prevailing party in such proceeding shall be entitled to recover its costs and attorneys' fees. The MASTER ASSOCIATION shall also be entitled to levy a Special Assessment against a Property Unit that is in violation of the provisions of this Article IV or any rules or regulations enacted by the MASTER ASSOCIATION. The provisions of this Subsection 4.9.29

shall apply notwithstanding any other provision within Article VII of this Declaration which may indicate to the contrary and any other provision within said Article VII shall be read in harmony with the provisions of this Subsection 4.9.29.

ARTICLE V

DESIGN REVIEW

5.1 Intent. It is the intent of this Article V to assure each OWNER that METROWEST will be developed and maintained as a community of quality buildings, both Residential and Commercial; of tasteful and aesthetically pleasing architectural design; constructed with long-lasting materials and high construction standards; harmonious with surrounding structures and topography; and have landscaping and other site Improvements consistent with the aesthetic quality of METROWEST as a whole. Furthermore, it is the intent of this Article V that all Improvements developed or constructed in METROWEST shall be in conformance with all building, use and other restrictions imposed by the MASTER ASSOCIATION from time to time, and that all Improvements are maintained in a manner consistent with the aesthetic quality of the Improvements as originally approved and constructed in accordance with this Article.

Notwithstanding anything in this Declaration to the contrary, and as is more particularly described in that certain Supplement No. 1 to the Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded August 20, 1987 in Official Records Book 3913, Page 2944 of the Public Records of Orange County, Florida, for so long as that portion of the Property which is more particularly described as (the "School Board Property"):

METROWEST TRACT 23, according to the plat thereof, recorded in Plat Book 20, Page 30, Public Records of Orange County, Florida;

is owned by THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida (or any successor public body or unit of government) (the "School Board") the terms and provisions of this Article V shall not apply to development of the School Board Property by the School Board. At such time, if any, as title to the School Board is no longer held by the School Board, all terms and provisions of this Article V shall apply to and be binding upon the School Board Property.

5.2 Design Review Board. The MASTER ASSOCIATION will cause to be created a Design Review Board (referred to as the "DRB") whose purpose will be to carry out the intent of this Declaration. The DRB shall consist of not less than three (3) nor more than nine (9) members who shall be appointed by the BOARD. Each member shall hold office until such time as the member has resigned or has been removed. The BOARD may remove any member of the DRB at any time without cause.

5.3 Meetings of the DRB. The DRB shall meet from time to time as necessary to perform its duties hereunder. The DRB may from time to time, by resolution unanimously adopted in writing, designate a DRB representative(s) (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRB. In the absence

of such designation, the vote of a majority of the members of the DRB shall constitute an act of the DRB.

5.4 Review of Proposed Development. No alteration of any Property Unit from its natural state; no construction or alteration of an Improvement; no landscaping or other site improvement; and no alteration or addition to any existing structure or site improvement shall be made on any portion of the Property until the site plan and plans and specifications showing the proposed design, nature, kind, shape, size, color, materials and location of the same shall have been submitted to and approved in writing by the DRB. Prior to making any application to the City of Orlando or any other governmental body or agency for approval of any development plan for any portion of the Property, the OWNER shall submit to the DRB such documents and materials as may be required by the DRB (the "Submittals"), including, but not limited to site analysis, schematic landscape plan, floor plans and exterior elevations, color and material samples, landscape plan, and foundation and framing plan. For purposes of this Declaration the term "Submittals" shall include all plans, drawings, plats, pictures, material samples, engineering studies, traffic studies and analysis, specifications and any other documents or information required by the METROWEST Development Guidelines or required by the DRB.

5.4.1 Site Plans. Based on the type of Improvement to be constructed on the-Property Unit, the OWNER may be required to submit a Master Plan, Preliminary Site Plan and/or a Final Site Plan (all such plans shall herein be referred to individually and collectively as "Site Plan(s)") to the City of Orlando in accordance with requirements contained in the Orlando Illustrated Land Development Code, as it may be amended from time to time. An OWNER shall not submit any Site Plan to the City of Orlando, or other governmental body or agency, for review until such plan has been reviewed and approved by the DRB in writing.

5.4.2 Submittals. Once the Site Plan approved by the DRB is also approved by the appropriate governmental bodies and/or agencies, or if no Site Plan is required, the OWNER may proceed to develop Submittals to obtain necessary building permits from the appropriate governmental bodies and/or agencies. An OWNER shall not apply for any building permit for, or commence construction of, any Improvement on any portion of the Property, or commence lot grading, or place any landscaping on any portion of the Property, until all Submittals have been approved by the DRB.

5.4.3 Development Guidelines Manual. The MASTER ASSOCIATION maintains the METROWEST Development Guidelines (the "Development Guidelines Manual") (which may be amended or supplemented from time to time at the discretion of the MASTER ASSOCIATION or the DRB) which sets forth acceptable design, construction and maintenance standards for the Property. The Development Guidelines Manual shall be used as a guideline by the OWNER in its selection of concepts, designs, materials and other specifications for construction within METROWEST and shall in no way preclude the DRB's right to disapprove any Submittal for any reason.

5.4.4 Approval of Submittals. The DRB shall approve the Submittals only if it deems that the proposed construction, alterations or additions contemplated thereby, in the locations indicated: (a) are in compliance with all design, building and use restrictions imposed by this Declaration, or any Community Declaration, or any other design, building and use

restrictions which may be adopted by the MASTER ASSOCIATION or the DRB; (b) will not, in the sole opinion of the DRB, be detrimental to the appearance of the Property and that the Improvements in the locations indicated will be in harmony with the surrounding structures; and (c) that, in the sole opinion of the DRB, the Improvements are otherwise desirable.

5.4.5 Conditional Approval. The DRB may condition its approval of the Submittals as it deems appropriate, may charge a fee for its review of the Submittals, and may require submission of additional or revised Submittals or other information prior to giving its approval or disapproval. The DRB may postpone review of any Submittals until it has received all required plans and specifications, and any fee which it may have established. After receipt of all Submittals and fees, the DRB shall, within a reasonable time thereafter, approve or reject any such Submittal in writing.

5.4.6 Approval Process. Once an OWNER has submitted a Site Plan as required by Subsection 5.4.1 of this Declaration or has submitted the Submittals to the DRB, the DRB must advise the OWNER in writing within thirty-two (32) calendar days that either (1) the Site Plan or Submittals (as the case may be) is (are) not complete, specifying what additional information, details or material samples are required; or (2) reject the Site Plan or Submittals (as the case may be) specifying the reasons for such rejection; or (3) approve the Site Plan or Submittals (as the case may be). If the DRB does not advise the OWNER of either (1) or (2) above within said thirty-two (32) calendar days, the DRB shall be presumed to have approved the Site Plan or Submittals (as the case may be) as submitted.

5.4.7 Governmental Approval. All construction and alterations shall also be subject to applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders decrees and all issuance applicable governmental approvals.

5.4.8 Waiver of Rights. The approval by the DRB of any Submittals, or any other matter requiring the approval, consent, or other action of the DRB, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar proposal which may subsequently be submitted for approval or consent.

5.5 Inspection of Property. The DRB or any member of the Board shall have the right to enter upon and inspect any portion of the Property at any time prior to, during or after the construction or alteration of an Improvement to assure compliance with this Article V.

5.5.1 Noncompliance. If, during any inspection, whether interim, final or thereafter, the DRB finds that the work is or was not performed, or the Improvements are not being or were not constructed in substantial compliance with the approved Submittals; or if during subsequent inspections the DRB notes that previously inspected Improvements are not being maintained in compliance with this Article V or with the aesthetic standards or other standards imposed by the DRB; then the DRB shall notify the OWNER and the BOARD in writing of such condition(s) of noncompliance. The notice shall specify the particulars of such condition(s) of noncompliance, and shall demand that the OWNER immediately cause such condition(s) of noncompliance to be corrected.

5.5.2 MASTER ASSOCIATION Action. If correction of a Subsection 5.5.1 condition(s) of noncompliance is not commenced within fifteen (15) days, or if such correction is not continued thereafter in an expeditious manner until completion, the MASTER ASSOCIATION shall be entitled to seek legal action to force the OWNER, or any grantee of the OWNER, to complete the construction of Improvements substantially in accordance with the Submittals.

Should the construction of the Improvements not be completed in a timely manner as determined by the DRB, or should the correction of the condition(s) of noncompliance not be commenced within fifteen (15) days after notice and continue thereafter in an expeditious manner until completion, or should the construction of the Improvements not be completed substantially in accordance with the Submittals approved by the DRB, the MASTER ASSOCIATION shall also have the right, but not the obligation, to enter upon the Property Unit, make or cause to be made, such corrections or modifications as are necessary to cause the Improvements to be completed substantially in accordance with the approved Submittals, or make or cause to be made, such corrections or modifications as are necessary to correct any condition on the Property Unit which is detracting from the value or aesthetics of the Property and/or adjacent Property Units, or if under the circumstances it is more practical to remove incomplete Improvements, remove any Improvements on the Property Unit. The cost of any such corrections, modifications or removal shall be and remain the obligation of the OWNER. If such costs are not promptly reimbursed to the MASTER ASSOCIATION, the MASTER ASSOCIATION shall levy a Special Assessment against the Property Unit as provided in Article VII of this Declaration.

In the event the Person who causes the construction of the Improvements or who owns the Improvements is a Community Association, the aforementioned Special Assessment shall be levied pro rata against all OWNERS under the jurisdiction of that Community Association.

5.5.3 Nonwaiver. If, for any reason, the DRB fails to notify an OWNER of any condition(s) of noncompliance, such failure of notice of noncompliance shall not relieve the OWNER from the requirement to comply with this Declaration.

5.5.4 Certificate of Approval. Upon completion of the Improvements, or upon correction of deficiencies cited by the DRB, the OWNER shall notify the DRB in writing to inspect the Improvements. The DRB shall, within ten (10) business days of receiving such notice, make an inspection (interim or final as the case may be) to verify correction or completion of the construction of the Improvements in accordance with the approved Submittals. If the DRB determines that the Improvements have been constructed in accordance with the approved Submittals and, as more particularly set forth in Subsection 5.4.7, that all applicable governmental approvals have been issued, the MASTER ASSOCIATION shall issue to the OWNER a "Certificate of Approval" in recordable form, executed by an Officer of the MASTER ASSOCIATION with the corporate seal of the MASTER ASSOCIATION affixed.

Until such time as a Certificate of Approval is issued and recorded in the Public Records of Orange County, Florida, the current OWNER and all future OWNERS of the Property Unit shall be obligated to complete the Improvements in accordance with the approved Submittals. The recording of a Certificate of Approval shall be conclusive evidence that the Improvements have been completed in accordance with the approved Submittals, but shall not excuse the OWNER

from the requirement that future alterations or changes to the Improvement be submitted to and approved by the DRB.

5.5.5 Alteration of Existing Improvements. Any OWNER who makes exterior additions to, or changes or alterations to, any Improvement or constructs any new Improvements on the Property Unit after the initial construction and recording of a Certificate of Approval as described in Subsection 5.5.4 of this Declaration must complete all such work (the "Alterations") in a timely manner and substantially in accordance with all Submittals approved by the DRB. The OWNER shall notify the DRB in writing when the Alterations have been completed and the DRB shall, within ten (10) business days of receiving such notice, cause an inspection to be made to verify the completion of construction in accordance with the approved Submittals.

Should the DRB determine that the Alterations have not been completed substantially in accordance with the approved Submittals, the DRB shall notify the OWNER in writing citing deficiencies and the OWNER shall, within fifteen (15) days after receipt of notice, commence correction of the deficiencies, and continue in an expeditious manner until all deficiencies have been corrected. The MASTER ASSOCIATION shall be entitled to record in the Public Records a "Notice of Noncompliance" setting forth that the OWNER has not completed the Alterations substantially in accordance with approved Submittals and that the DRB has the right to seek legal action to force the OWNER, or any grantee of the OWNER, to complete the correction of the Alterations substantially in accordance with the Submittals. The "Notice of Noncompliance" shall contain the legal description of the Property Unit. Once recorded the "Notice of Noncompliance" shall constitute constructive notice to all potential purchasers from the OWNER that the DRB has the right to force completion of the Alteration against the OWNER, or any grantee of the OWNER.

Once the DRB determines that the Alterations have been completed substantially in accordance with the approved Submittals, and, as more particularly set forth in Subsection 5.4.7, that all applicable governmental approvals have been issued, the MASTER ASSOCIATION shall issue to the OWNER a "Certificate of Approval" in recordable form, which shall make reference to the recorded "Notice of Noncompliance", and shall be executed by an officer of the MASTER ASSOCIATION with the corporate seal of the MASTER ASSOCIATION affixed. The recording of the Certificate of Approval in this instance shall be conclusive evidence that the Alterations as approved by the DRB have been completed, but shall not excuse the OWNER from the requirement that future changes, modifications or alterations be submitted to and approved by the DRB.

5.5.6 Subordination of Obligation and Lien to Mortgages. The obligations of the OWNER set forth in this Section 5.5 and any "Notice of Noncompliance" recorded by the MASTER ASSOCIATION as set forth in this Section 5.5 shall be absolutely subordinate, junior and inferior, to the lien of any first mortgage held by an Institutional Lender (as hereinafter defined), either at the time of commencement of construction of the Improvement or Alterations, or thereafter. This subordination shall not relieve the OWNER or any future OWNERS from the provisions of this Section 5.5.

5.5.7 Subsequent "Certificate of Approval" Not Necessary Unless "Notice of Noncompliance" Recorded. Notwithstanding anything herein to the contrary, the provisions of Subsection 5.5.4 of this Declaration shall be applicable to initial construction of the

Improvement on the Property Unit. After the initial construction and the recording of a Certificate of Approval, it will not be necessary for an OWNER to obtain and record a Certificate of Approval for any Alterations unless a Notice of Noncompliance is recorded in the Public Records in accordance with Subsection 5.5.5 of this Declaration. Subsequent purchasers of Improvements must only determine that one (1) "Certificate of Approval" has been recorded unless a "Notice of Noncompliance" is also recorded.

5.6 Nonliability for Actions. Neither the DRB nor the MASTER ASSOCIATION (nor any of their members, officers, directors or representatives) shall be liable, to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the DRB's duties. The DRB shall review and approve or disapprove all Site Plans and Submittals presented to it for any proposed improvements, alterations or additions solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the particular Property Unit, to the immediate vicinity, and to METROWEST. The DRB shall take into consideration the aesthetic aspects of the architectural designs, placement of improvements and buildings, landscaping, color schemes, interior and exterior finishes and materials and similar features, but shall not be responsible for reviewing nor shall its approval of any Site Plans or Submittals be deemed to be an approval of any plan or design from the standpoint of insurability, value, soundness or safety (structural, electrical, mechanical or otherwise), or that it is in conformance with building or other codes.

5.7 Variance. The DRB in its sole discretion may, but shall not be obligated to, authorize variances from compliance with any of the provisions of this Article V or the Development Guidelines Manual when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations would prevent the utilization of the site; provided that such variances do not conflict with the design, building or use restrictions imposed by this Declaration, any Community Declarations or any other design, building or use restrictions promulgated by the MASTER ASSOCIATION, the City of Orlando or any other governmental body or agency, as applicable, unless said design, building or use restrictions specifically grant the DRB the right to give the specific variance. The variance shall be evidenced in writing and signed by a majority of the members of the DRB. If a variance is granted, no violation of this Article V shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Article V for any purpose except as to the particular Property Unit and particular provisions covered by the variance, nor shall it affect in any way the OWNER's obligation to comply with all governmental laws and regulations affecting the use of the Property Unit including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from a Community Association's neighborhood architectural committee or any others who may have similar jurisdiction.

5.8 Inconvenience to OWNERS. Each OWNER acknowledges that until construction of Improvements is completed on each Property Unit, and thereafter during periods of Alteration to an Improvement on a Property Unit, construction activity will take place within the Property. Each applicable OWNER covenants and agrees to use reasonable efforts to limit the inconvenience to the other OWNERS resulting from such construction activity. Each such other OWNER covenants and agrees to refrain from interfering with such construction activity.

5.9 The MASTER ASSOCIATION's Exemption. The MASTER ASSOCIATION shall be exempt from the provisions of this Article V. The MASTER ASSOCIATION shall not be obligated to obtain DRB approval for any construction or changes in construction or alteration to existing buildings, or other improvements which the MASTER ASSOCIATION may elect to make at any time.

ARTICLE VI

EASEMENTS

6.1 Grant of Easements. The following easements have heretofore been granted with respect to METROWEST:

6.1.1 Right of Way. A nonexclusive perpetual easement over and upon any private Streets for ingress, egress and access to and from, through and between the Property and publicly dedicated Streets and from portions of the Property to other portions of the Property in favor of (1) all OWNERS, (2) all officers, members of the BOARD, agents, employees, lessees, invitees or other designees of the MASTER ASSOCIATION or the Community Association(s), and (3) all governmental and quasi-governmental agencies and service entities having jurisdiction over METROWEST, while engaged in their respective functions.

6.1.2 Right to Enter Upon the Property. An easement for ingress, egress and access in favor of the MASTER ASSOCIATION, all officers, members of the BOARD, agents, employees, or other designees of the MASTER ASSOCIATION, and all employees or agents of any governmental or quasi-governmental body or agency, to enter upon each Residential Property Unit, Commercial Property Unit, Common Area, or other portions of the Property for the purpose of inspecting any construction, proposed construction, or Improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of either such OWNER, Community Association or the MASTER ASSOCIATION, as applicable, including, but not limited to, the MASTER ASSOCIATION's obligation to maintain and repair the Drainage Areas and Drainage Easements associated therewith. Such easement includes an easement in favor of the MASTER ASSOCIATION to enter upon the Common Area now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designed or dedicated or for which the MASTER ASSOCIATION hereafter redesignates them or otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained therein or herein shall be interpreted to impose any obligation upon the MASTER ASSOCIATION to maintain, repair, or construct any Improvement which an OWNER or Community Association is required to maintain, construct or repair.

6.1.3 Drainage. A nonexclusive easement in favor of the MASTER ASSOCIATION, and its employees, or other designees, all employees or agents of any governmental or quasi-governmental body or agency, the Community Association(s) and the OWNERS for the use of Drainage Areas established throughout METROWEST and an easement for ingress, egress and access to enter any portion of the Property in order to construct, maintain and/or repair any Drainage Area and facilities thereon and appurtenances thereto. No structure, landscaping or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may obstruct or retard the flow of water

through Drainage Areas or otherwise interfere with any easement provided for in this Subsection 6.1.3.

6.2 Reservation of Easements. The MASTER ASSOCIATION has the right and reservation, so long as it owns any portion of the Property within METROWEST, to grant easements on, upon, over, across, through and under all or any portion of the Property as the MASTER ASSOCIATION, by and through the BOARD or its designee, in its sole discretion, to be in the best interests of and proper for METROWEST, for the purpose and uses hereinafter specified.

6.2.1 Utility and Governmental Services Easements. Nonexclusive easement(s) for installation, service, repair and maintenance of the power, electric transmission, television cable, light, telephone, communication, security, gas, water, sewer, garbage, drainage and other utilities and governmental service, including police and fire protection, and postal service, including rights of ingress, egress and access for persons and equipment necessary for such purposes for the benefit of the MASTER ASSOCIATION and all appropriate utility companies, agencies, franchises or governmental agencies.

Notwithstanding anything in this Subsection 6.2.1 which may be interpreted to the contrary, the right of the MASTER ASSOCIATION to grant easements on, upon, over, across, through and under the Property as described in this Subsection 6.2.1, is limited in that the MASTER ASSOCIATION may not grant such easements across any portion of the Property title to which has been conveyed to a party which is not the MASTER ASSOCIATION without the prior written consent and joinder of such party.

6.2.2 Easement for Encroachments. An easement for encroachment in favor of the MASTER ASSOCIATION, the Community Association(s), the OWNERS, and all persons entitled to use that portion of the Property in the event any portion of the Improvements located on any portion of the Property now or hereafter encroaches, upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. An easement(s) for the maintenance and use of the encroaching Improvements in favor of the DEVELOPER, the MASTER ASSOCIATION, the Community Association(s), the OWNERS and all their designees.

6.3 Assignments. The right to grant easements herein reserved by the MASTER ASSOCIATION may be assigned by the MASTER ASSOCIATION in whole or in part to any town, county or state government or quasi-government body or agency or agency thereof, or any duly licensed or franchised public or quasi-public utility, or any other designee of the MASTER ASSOCIATION. Specifically, any such assignee of the MASTER ASSOCIATION shall have the right to grant the easement described in Section 6.2 after the MASTER ASSOCIATION no longer owns any portion of the Property.

ARTICLE VII

ASSESSMENTS

7.1 Responsibility. Each MEMBER shall be responsible for the payment of "Assessments for Common Expenses" to the MASTER ASSOCIATION as hereinafter provided. Assessments for Common Expenses attributable to Property Units under the jurisdiction of a Community Association shall be collected by that Community Association and remitted directly to the MASTER ASSOCIATION even though such Assessments are the responsibility of the OWNERS of those Property Units. Notwithstanding anything to the contrary contained in the Declaration, the Community Association shall be liable for payment of the aggregate Assessments for Common Expenses attributable to Property Units under the jurisdiction of the Community Association to the same extent as the Owners of the Property Units regardless of whether the Owners of those Property Units submit payment for the Assessments for Common Expenses to the Community Association, provided, however, that the MASTER ASSOCIATION shall have no greater collection rights against the Community Association than as it has against the Owner of the Property Unit. For example, if the debt is rendered uncollectable by virtue of a discharge in bankruptcy of the Property Owner, the Community Association shall have no further liability. Also, if the MASTER ASSOCIATION's interest is deemed under-secured, the Community Association is liable to the extent of the value of the MASTER ASSOCIATION's interest. The Community Association's liability for Assessments for Common Expenses is in addition to, and not in place of, the liability of the Owners of Property Units to remit payment of such Assessments directly to the MASTER ASSOCIATION. Thus, the MASTER ASSOCIATION has the sole right to determine whether to seek collection of the Assessments, and other charges, from the Community Association, from the Owners of the Property Units that fail to pay, or from both. The provisions of this Section 7.1 shall apply notwithstanding any other provision within this Article VII which may indicate to the contrary and any other provision within Article VII shall be read in harmony with the provisions of this paragraph. Notwithstanding the foregoing, the Community Association shall not be liable for Special Assessments levied pursuant to Subsection 4.9.29 of this Declaration.

7.2 Determination of Assessments for Common Expenses. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the MASTER ASSOCIATION during the fiscal year. In determining the budget for any fiscal year, the BOARD may take into account Common Areas, Property Units and proposed Improvements that may be created by the addition of property to the Property in accordance with Article II of this Declaration during the fiscal year. The BOARD shall then establish the Assessment for Common Expenses per Property Unit based on the Assessed Value of each Property Unit. The total Common Expenses shall be divided by the total Assessed Value of all portions of the Property, including all Residential Property Units, Commercial Property Units and all Institutional Property Units so long as the OWNER of a particular Institutional Property Unit has previously agreed to pay Assessments. If the Institutional Property Unit is exempt from the payment of real property taxes (or is assessed at substantially less than other Commercial Property Units of generally similar size and construction), the BOARD shall establish an Assessed Value for such Institutional Property Unit each year based on what the office of the Orange County Property Appraiser, or an independent real property tax consultant, would estimate for an Assessed Value if the Institutional Property Unit were not exempt from real

property taxes (or taxed at a much lower rate than comparable Commercial Property Units). The resulting fraction shall be multiplied by the Assessed Value of a specific Property Unit to determine the Assessment for Common Expenses for that specific Property Unit. The MASTER ASSOCIATION shall then promptly notify all MEMBERS in writing of the amount, frequency, and due dates of the Assessment for Common Expenses for each Property Unit. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD may, upon written notice to the MEMBERS, change the amount, frequency and/or due dates of the Assessments for Common Expenses for each Property Unit. If the expenditure of funds is required by the MASTER ASSOCIATION in addition to funds produced by the regular Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

7.3 Payment of Assessments for Common Expenses. Each MEMBER shall be required to and shall pay to the MASTER ASSOCIATION an amount equal to the Assessment, or installment, for Common Expenses for each Property Unit(s) within the Property then owned by and/or under the jurisdiction of such MEMBER on or before the date each Assessment, or installment, for Common Expenses is due. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice from the MASTER ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the MASTER ASSOCIATION notifies the MEMBER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any MEMBER be due less than ten (10) days from the date of the notification of such Assessment for Common Expenses.

7.3.1 Collection by Community Associations. Each Community Association shall collect from its members sums sufficient to pay all Assessments for Common Expenses levied by the MASTER ASSOCIATION against each Property Unit which is subject to the jurisdiction of that Community Association. Each Community Association shall have the duty to collect the Assessments levied by the MASTER ASSOCIATION from the members of the Community Association. The total Assessments for Common Expenses for Property Units under the jurisdiction of a Community Association shall be timely remitted to the Master Association.

If a Community Association has not collected the Assessments levied by the MASTER ASSOCIATION from the OWNER(S) under its jurisdiction, it shall notify the MASTER ASSOCIATION of the name and address of such OWNER(S). The MASTER ASSOCIATION shall be entitled to rely upon the information given by the Community Association regarding delinquencies, and may impose a lien upon such delinquent OWNER'S Property Unit in accordance with the provisions of this Declaration and Florida law. However, the MASTER ASSOCIATION may, in its sole discretion, elect to collect MASTER ASSOCIATION assessments and other charges directly from any OWNER in accordance with Section 7.5 herein.

7.4 Special Assessments. The BOARD may levy Assessments other than Assessments for Common Expenses (referred to as "Special Assessments") at any time to exercise its responsibilities as provided in this Declaration. A Special Assessment may be levied: in the event that the Assessment for Common Expenses is insufficient to pay the Common Expenses for the fiscal year; or in the event that the MASTER ASSOCIATION reserves are insufficient to cover necessary expenditures for capital improvements or replacement; or to retire indebtedness incurred to improve the Common Area; or any other purposes that relate to the MEMBERS of the MASTER ASSOCIATION; or as may otherwise be provided for in this Declaration. When the MASTER ASSOCIATION levies a Special Assessment, each Community Association shall assist the MASTER ASSOCIATION in collecting such Special Assessment directly from each OWNER. Also a Special Assessment may be levied by the MASTER ASSOCIATION against an individual Property Unit of an OWNER for any violation of this Declaration, as authorized herein.

7.5 Monetary Defaults and Collection of Assessments.

7.5.1 Interest and Administrative Fees. If any OWNER is in default in the payment of any Assessments for more than ten (10) days after same is due, or in the payment of other monies owed to the MASTER ASSOCIATION for a period of more than ten (10) days after written demand by the MASTER ASSOCIATION, the MASTER ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida, on the amount owed to the MASTER ASSOCIATION. Such interest shall accrue from the due date(s) of the Assessment(s) or the monies owed. The MASTER ASSOCIATION may also charge such OWNER a demand fee or other fees, pursuant but subject to the provisions of Section 720.3085, Florida Statutes.

7.5.2 Acceleration of Assessments. If any OWNER is in default in the payment of any Assessments or any other monies owed to the MASTER ASSOCIATION for more than ten (10) days after written demand by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the MASTER ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies owed to the MASTER ASSOCIATION.

7.5.3 Collection. In the event any OWNER fails to pay any Assessments or other monies owed to the MASTER ASSOCIATION (and to the MASTER ASSOCIATION through a Community Association in cases where the OWNER is subject to the jurisdiction of a Community Association) within ten (10) days after written demand, the MASTER ASSOCIATION may take any action deemed necessary in order to collect such Assessments or other monies owed including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments or monies owed, initiating legal proceedings for the collection of such Assessments or monies owed, recording a "Claim of Lien" as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the MASTER ASSOCIATION for all costs and expenses incurred by the MASTER ASSOCIATION incident to the collection of any Assessments or monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited

to, reasonable attorneys' and paralegal fees and costs, and attorneys' and paralegal fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the MASTER ASSOCIATION, and all sums paid by the MASTER ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the MASTER ASSOCIATION's lien. The MASTER ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments or monies owed to it; and if the MASTER ASSOCIATION becomes the OWNER of any Property Unit by reason of such foreclosure, it shall offer such Property Unit for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments or monies due it. All payments received and accepted by the MASTER ASSOCIATION on account of any Assessments or monies owed to it by any OWNER shall be applied first to any interest accrued, then to any an administrative late fee, then to any costs and reasonable attorneys' and paralegal fees incurred in collection, then to any delinquent Assessments or monies owed to the MASTER ASSOCIATION in the inverse order that the same were due. The preceding sentence applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

7.5.4 Lien for Assessments and Monies Owed to MASTER ASSOCIATION. The MASTER ASSOCIATION has a continuing lien on the Property Unit owned by an OWNER in order to secure the payment of any Assessments (including any Assessments which are accelerated pursuant to this Declaration) or other monies owed to the MASTER ASSOCIATION by such OWNER, and for interest, reasonable attorneys' and paralegal fees incurred by the MASTER ASSOCIATION incident to the collection of the Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the MASTER ASSOCIATION, and for all sums advanced and paid by the MASTER ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the MASTER ASSOCIATION's lien. Except as otherwise set forth in this Section 7.5, and subject to the provisions of Section 720.3085, Florida Statutes, the lien is effective from and shall relate back to the date on which the Prior Declaration was initially recorded among the public records of Orange County, Florida. To give record notice of the lien for due but unpaid Assessments or other monies owed, the MASTER ASSOCIATION shall prepare and record a Claim of Lien in the Public Records of Orange County, Florida in accordance with and subject to the provisions of Section 720.3085, Florida Statutes. To be valid, the Claim of Lien shall state the description of the Property Unit(s), the name of the OWNER, the name and address of the MASTER ASSOCIATION, the amount then due, and the due dates. The MASTER ASSOCIATION may bring an action in its name to foreclose a lien for due but unpaid Assessments or other monies owed in the same manner in which a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or other monies owed without waiving any Claim of Lien. The lien for due but unpaid Assessments or other monies owed is in effect until all sums secured by it (including sums which became due after the recording of the Claim of Lien) have been fully paid. The Claim of Lien must be signed by an officer or agent of the MASTER ASSOCIATION and acknowledged. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

7.5.5 Transfer of a Property Unit after Assessment. The MASTER ASSOCIATION's lien for Assessments shall not be affected by the sale or transfer of any Property Unit. As more particularly described in Section 720.3085(2), Florida Statutes, in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally

liable for all unpaid Assessments owed to the MASTER ASSOCIATION which are attributable up to the time of transfer of title to any Property Unit purchased by or transferred to such new OWNER. This liability is without prejudice to any right the new OWNER may have to recover any amounts paid by the new OWNER from the prior OWNER. For the purposes of this Subsection 7.5.5, the term prior OWNER shall not include the MASTER ASSOCIATION if it acquires title to a delinquent Property Unit through foreclosure or by deed in lieu of foreclosure. The new OWNER's liability for unpaid assessments is limited to any unpaid Assessments that accrued before the MASTER ASSOCIATION acquired title to the delinquent Property Unit through foreclosure or by deed in lieu of foreclosure.

7.5.6 Subordination of the Lien to Mortgages. As to an Institutional Lender's first mortgage of record against a Property Unit, the lien of the MASTER ASSOCIATION for Assessments or other monies shall be effective from and after recording of a Claim of Lien in the public records of Orange County, Florida. For purposes of this Declaration, "Institutional Lender" shall mean and refer to a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized and licensed lending institution. If the MASTER ASSOCIATION's lien or its rights to any lien for any such Assessments, interest, expenses or other monies owed to the MASTER ASSOCIATION by any OWNER is extinguished, in whole or in part, by foreclosure of a first mortgage held by an Institutional Lender or by delivery of a deed in lieu of foreclosure, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer and its successors and assigns, subject, however, to the limitations on the amount collectible from such acquirer and its successors and assigns as set forth in Section 720.3085(2)(c), Florida Statutes.

7.5.7 Enforcement Against Community Associations. The *in personam* rights and remedies available to the MASTER ASSOCIATION in regard to the failure of OWNER(S) of a Property Unit(s) to pay assessments and other charges owed to the MASTER ASSOCIATION are equally applicable in the event the MASTER ASSOCIATION chooses to pursue any such rights and remedies against a Community Association that has jurisdiction over said Property Unit(s). Should the MASTER ASSOCIATION be required to initiate legal or administration proceedings to enforce any provision in this Article VII, the prevailing party in such proceeding shall be entitled to recover its costs and attorneys' fees.

7.6 Certificate as to Unpaid Assessments or Default. Upon request by any OWNER or OWNER's designee, or any mortgagee holding a mortgage from an OWNER which encumbers such OWNER's Property Unit or the designee of such mortgagee, or a Community Association having jurisdiction over an OWNER's Property Unit(s) or the designee of such Community Association, the MASTER ASSOCIATION shall execute and deliver a written certificate in manner and form as is more particularly set forth in Section 720.30851, Florida Statutes, including, without limitation, a statement as to whether or not such OWNER is in delinquent with respect to the payment of any Assessments or any monies owed in accordance with the terms of this Declaration.

7.7 Exempt and Partially Exempt Property.

7.7.1 The following portions of the Property are exempt from the payment of any Assessments for Common Expenses or Special Assessments:

- ASSOCIATION.
- A. Any property owned by or leased to the MASTER ASSOCIATION.
 - B. The Common Area.
 - C. Community Common Area.
 - D. Institutional Property Units used solely for a public purpose.

7.8 Assessment by City of Orlando and/or County of Orange. To the extent the MASTER ASSOCIATION fails to maintain that portion of the Common Area described in and in accordance with the Maintenance Agreement, the City of Orlando and/or the County of Orange shall have the rights granted to the MASTER ASSOCIATION herein to assess the OWNERS for their pro rata costs to maintain such Common Areas and areas of maintenance responsibility. Such right shall also include the right to record Claims of Lien for delinquent unpaid assessments and foreclose such liens, all in accordance with the terms of this Article VII, and Florida law just as if the MASTER ASSOCIATION were recording a Claim of Lien or foreclosing such claimed lien against a Property Unit of an OWNER who had not paid an Assessment.

7.9 Mortgage Foreclosure Actions and Bankruptcy Proceedings. In the event there is a partial recovery of unpaid assessments or other charges from a third party by way of a safe harbor payment or bankruptcy write-off, the payment shall be divided evenly between the MASTER ASSOCIATION and Community Association, unless they have both received separate payments, and the Community Association shall not be responsible for remitting its payment to the MASTER ASSOCIATION.

ARTICLE VIII

TAXES AND INSURANCE

8.1 Taxes. The MASTER ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned or maintained by the MASTER ASSOCIATION, as a Common Expense.

8.2 Insurance. The MASTER ASSOCIATION shall purchase insurance as a Common Expense, as follows:

8.2.1 Hazard Insurance. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering one hundred percent (100%) of the current replacement cost of all Common Areas and property owned by the MASTER ASSOCIATION, excluding land, foundations, excavations, and, other items normally excluded from insurance coverage. The MASTER ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damage or destroyed property without the approval of the BOARD.

8.2.2 Liability Insurance. Comprehensive General Liability Insurance protecting the MASTER ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of \$1,000,000 for any single occurrence and \$5,000,000 in the aggregate, or in such other amounts as the BOARD, in its sole discretion, deems reasonable, and necessary. If the MASTER ASSOCIATION is not able to obtain such insurance in the amounts stated, the BOARD shall obtain insurance in such lesser amounts as can be obtained.

8.2.3 Fidelity Bonds. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the MASTER ASSOCIATION covering the maximum funds that could reasonably be in the custody or control of the MASTER ASSOCIATION or any managing agent.

8.2.4 Officers and Directors Insurance. Officer and Director liability insurance and liability insurance for the members of the BOARD, the officers of the MASTER ASSOCIATION, members of committees and boards appointed by the BOARD, if available, and for MEMBERS of the MASTER ASSOCIATION, if available, as shall be determined by the BOARD, in its sole discretion, to be required or beneficial for the protection of the members of the BOARD, the officers of the MASTER ASSOCIATION, the members of committees and boards appointed by the BOARD, and the MEMBERS of the MASTER ASSOCIATION.

8.2.5 Other Insurance. Such other forms of insurance and coverages and in such amounts as the BOARD shall determine, in its sole discretion, to be required or beneficial for the protection or preservation of the Common Areas and any Improvements now or hereafter located thereon or in the best interests of METROWEST.

8.2.6 Cancellation Notice. To the extent possible, all insurance purchased by the MASTER ASSOCIATION must include a provision requiring as much advance written notice as is possible to the MASTER ASSOCIATION before the insurance can be canceled or the coverage reduced for any reason.

8.2.7 Deductible. The amount of or reserves for any amount of deductible or exclusion under the policies shall be a Common Expense and shall be approved by the BOARD.

ARTICLE IX

CENTRALIZED CAMERA SYSTEM

9. Centralized Camera System. The MASTER ASSOCIATION, may decide at a future date to develop and install, or engage another party to develop and install, a centralized system of cameras which (a) automatically record photographic or electronic images or (b) are synchronized to automatically record two or more sequenced photographic or electronic images or streaming video of all or portions of the Common Areas and other portions of the Property, so long as such use complies with all local, state and federal guidelines, rules, regulations, ordinances, laws and statutes. If the MASTER ASSOCIATION determines to develop and install, or engage another party to develop and install, such a system, written notice of such development and installation shall be given to all OWNERS. The MASTER ASSOCIATION shall also promulgate

Rules and Regulations regarding the system. Such Rules and Regulations may address the installation, ownership, operation and maintenance of the system, the use and retention of the recorded images or videos, the methodology for collection of funds to pay for the system and its installation, ownership, operation and maintenance. Written notice of such Rules and Regulations, as may be amended from time to time, must be given to all OWNERS.

ARTICLE X

ENFORCEMENT OF NONMONETARY DEFAULTS

10.1 Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment or other monies) of any of the provisions of this Declaration, or the Governing Documents, the MASTER ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the MASTER ASSOCIATION may, at its option:

10.1.1 Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

10.1.2 Damages. Commence an action to recover damages; and/or

10.1.3 Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration.

10.1.4 Expenses. All expenses incurred by the MASTER ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' and paralegal fees and costs, and attorneys' and paralegal fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the MASTER ASSOCIATION and collectible as any other Special Assessment under this Article X or Article VII of this Declaration. If the action is against a MEMBER which is a Community Association, the amounts owed shall be due pro rata from each OWNER subject to the jurisdiction of the Community Association.

10.2 No Waiver. The failure of the MASTER ASSOCIATION to enforce any right, provision, covenant or- condition which may be granted by this Declaration or the Governing Documents shall not constitute a waiver of the right of the MASTER ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

10.3 Rights Cumulative. All rights, remedies and privileges granted to the MASTER ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of

any one or more, shall neither be deemed to constitute an election of remedies, nor shall it preclude the MASTER ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

10.4 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the MASTER ASSOCIATION by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any Community Association or OWNER shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Community Association or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' and paralegal fees.

10.5 Certificate as to Default. Upon request by any MEMBER or MEMBER's designee, or OWNER or OWNER's designee, or any mortgagee holding a mortgage from an OWNER which encumbers such OWNER's Property Unit or the designee of such mortgagee, the MASTER ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER, and any applicable Community Association having jurisdiction over the OWNER's Property Unit, is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI

INDEMNIFICATION

11.1 Indemnification of Officers, Members of the Board or Agents. The MASTER ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a member of the BOARD, officer, manager, agent or employee of the MASTER ASSOCIATION, member of a committee of the MASTER ASSOCIATION, representative of the MASTER ASSOCIATION or a committee of the MASTER ASSOCIATION, member, manager, agent or employee of the DRB, member of a committee of the DRB, or a representative of the DRB or a committee of the DRB (each an "Indemnified Person") against expenses (including attorneys' and paralegal fees and appellate attorneys' and paralegal fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding if such Indemnified Person acted in good faith and in a manner such Indemnified Person reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION, the DRB or a committee of the MASTER ASSOCIATION or the DRB; and, with respect to any criminal action or proceeding, if such Indemnified Person had no reasonable cause to believe their conduct was unlawful; or matter as to which such Indemnified

Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of their duty to the MASTER ASSOCIATION, the DRB or a committee of the MASTER ASSOCIATION or the DRB unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that such Indemnified Person did not act in good faith and in a manner which such Indemnified Person reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION, the DRB or a committee of the MASTER ASSOCIATION or the DRB; and with respect to any criminal action or proceeding, that such Indemnified Person had no reasonable cause to believe that their conduct was unlawful.

11.1.1 To the, extent that an Indemnified Person is entitled to indemnification by the MASTER ASSOCIATION in accordance with this Article XI, such party shall be indemnified against expenses (including attorneys' and paralegal fees and appellate attorneys' and paralegal fees) actually and reasonably incurred by such party in connection therewith.

11.1.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the MASTER ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount unless it shall ultimately be determined that such party is entitled to be indemnified by the MASTER ASSOCIATION as authorized in this Article XI.

11.1.3 The indemnification provided by this Article XI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken by an Indemnified Person while performing or serving in their respective role, position or capacity, the indemnification provided by this Article XI shall continue as to an Indemnified Person who has ceased to be a member of the BOARD, officer, manager, agent or employee of the MASTER ASSOCIATION, member of a committee of the MASTER ASSOCIATION, representative of the MASTER ASSOCIATION or a committee of the MASTER ASSOCIATION, member, manager, agent or employee of the DRB, member of a committee of the DRB, or a representative of the DRB or a committee of the DRB and shall inure to the benefit of the heirs, executors and administrators of such an Indemnified Person.

11.1.4 The MASTER ASSOCIATION shall have the power to purchase, as a Common Expense, and maintain insurance on behalf of any Indemnified Person or on behalf of any Person who is or was serving, at the request of the MASTER ASSOCIATION or the DRB, as a member of the board of directors, officer, member, manager, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such Person and incurred by such Person in any such capacity, as arising out of their status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify such Person against such liability under the provisions of this Article XI.

ARTICLE XII

DISTRICT REQUIREMENTS

The provisions of this Article XII are included for purposes of complying with various requirements of the District. The provisions of this Article XII are intended to supplement and not replace the remaining provisions of this Declaration. However, in the event of any conflict between any provision of this Article XII and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article XII will prevail. In the event of any conflict between any provision of this Article XII and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article XII will prevail. Furthermore, if so required by the District or the County or the City, the MASTER ASSOCIATION may amend this Article XII as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any OWNER or mortgagee.

12.1 Surface Water Management System.

12.1.1 The Surface Water Management System constructed within the Property and, to the extent required, on adjacent property is part of the overall drainage plan for the Property encumbered by this Declaration. Less and except any portion of the Surface Water Management System which is owned or maintained by a Community Association or a third party, the MASTER ASSOCIATION shall own the Surface Water Management System and shall be responsible for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System pursuant to this Declaration and in a manner consistent with the requirements of the District Permit and any applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair, reconstruction or replacement of the Surface Water Management System shall be as permitted, or if modified, as approved by the District. The MASTER ASSOCIATION shall have unobstructed ingress to and egress from all portions of the Surface Water Management System at all reasonable times to maintain said drainage improvements in a manner consistent with its responsibilities as provided herein and any Rules and Regulations promulgated by the MASTER ASSOCIATION under authority thereof. No OWNER shall cause or permit any interference with such access and maintenance.

12.1.2 The MASTER ASSOCIATION shall exist in perpetuity; however, if the obligation for the maintenance, operation and repair, and if necessary, reconstruction or replacement of any portion of the Surface Water Management System is vested in the MASTER ASSOCIATION and the MASTER ASSOCIATION is subsequently dissolved, the MASTER ASSOCIATION's property rights comprising the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however if no other not-for-profit corporation or agency will accept such property, then any

affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to the Surface Water Management System as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the MASTER ASSOCIATION shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the MASTER ASSOCIATION and shall be assessed against its Members. If the MASTER ASSOCIATION has been dissolved, or if the MASTER ASSOCIATION shall not have a sufficient number of members of the BOARD, the receiver or trustee shall have all powers and duties of a duly constituted BOARD. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

12.1.3 The portion of the Surface Water Management System which is owned or maintained by the MASTER ASSOCIATION, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Area of the MASTER ASSOCIATION. The MASTER ASSOCIATION shall be responsible for assessing and collecting Assessments for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System and the expenses therefor shall constitute Common Expenses of the MASTER ASSOCIATION included in the Assessment for Common Expenses as more particularly described in Section 7.1 of this Declaration. Additionally, to the extent that any OWNER takes any action that requires the MASTER ASSOCIATION to repair or replace any portion of the Surface Water Management System, the cost of such repair or replacement actions shall be assessed as a Special Assessment against and become a debt of the said OWNER and shall become immediately due and payable as provided for in Section 7.5 of this Declaration, but shall not be considered part of the Assessments for Common Expenses. Any repair or reconstruction of the Surface Water Management System shall be as provided in the District Permit or, if modified, as approved, in writing, by the District. Notwithstanding the foregoing, no person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District and the MASTER ASSOCIATION.

12.1.4 Drainage swales or berms constructed upon some or all of the Property Units are for the purpose of managing and containing the flow of excess surface water, if any, found upon such Property Units from time to time. Notwithstanding any provision of this Declaration to the contrary, each OWNER of a Property Unit shall be responsible for the maintenance, operation and repair of the swales on its Property Unit, as applicable. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales or berms to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale or berm shall be authorized and any damage to any drainage swale or berm, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale or berm returned to its former condition as soon as possible by the OWNER(S) of the Property Unit(s) upon which the drainage swale or berm is located. Should any OWNER fail to sufficiently maintain such swale or berm, the MASTER ASSOCIATION shall have the authority to maintain the same and the cost of such maintenance shall be assessed as a Special Assessment against and become a debt of the said OWNER and shall become immediately due and payable as provided for in Section 7.5 of this Declaration. No OWNER shall utilize, in any way, any of the drainage

improvements within the Property or incorporate such facilities in the OWNER's development plans, without the express prior written consent of the MASTER ASSOCIATION.

12.2 Powers of the Association. The MASTER ASSOCIATION shall have all the powers set forth in Chapter 617 of the Florida Statutes.

12.3 Association Existence. Existence of the MASTER ASSOCIATION commenced with the filing of the Articles with the Secretary of State, Tallahassee, Florida. The MASTER ASSOCIATION shall exist in perpetuity.

12.4 Amendment of Governing Documents. Any amendment proposed to the Governing Documents which would affect the Surface Water Management System, conservation, mitigation or preservation areas or water management portions of the Common Area will be submitted to the District for approval or for a determination of whether the amendment necessitates a modification of the District Permit.

12.5 Duration. All rules and regulations pertaining to the Surface Water Management System within the Property shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter, unless a longer period is provided for elsewhere in this Declaration.

12.6 Water Management District Permit. A copy of the District Permit and its conditions is attached hereto as Exhibit "D". In addition, the registered agent for the MASTER ASSOCIATION shall maintain copies of all further permitting actions relating thereto for the benefit of the Association.

12.7 Enforcement by the District. The District shall have the right to take enforcement action, including a civil action for an injunction and penalties against the MASTER ASSOCIATION to compel it to correct any outstanding problems with the Surface Water Management System within the Property or in mitigation or conservation areas under the responsibility or control of the MASTER ASSOCIATION.

12.8 Wetlands and Mitigation Areas. If the Common Area includes one or more preserves, wetlands, and/or mitigation areas, no OWNER or other person shall take any action or enter onto such areas so as to adversely affect the same or violate any conservation or preserve easement. Such areas are to be maintained by the MASTER ASSOCIATION in their natural state. It shall be the MASTER ASSOCIATION's responsibility to complete all wetland mitigation, maintenance and monitoring in accordance with all conditions and requirements of the District Permit with respect to same.

12.9 Additional Property. The MASTER ASSOCIATION has the power to accept into its jurisdiction additional properties that will utilize the same Surface Water Management System within the Property.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Assignment of Rights and Duties to MASTER ASSOCIATION. All rights, duties and obligations of the DEVELOPER are now administered solely by the MASTER ASSOCIATION or its designee, which may include the DRB, in accordance with procedures set forth in the Governing Documents, including, without limitation, this Declaration.

13.2 Waiver. The failure of the MASTER ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver of such provision unless the MASTER ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the MASTER ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

13.3 Recreational Facilities. A portion of the lands in METROWEST may be utilized for a country club, golf course and related facilities and other related athletic and recreational facilities. The country club, golf course and related facilities and other related athletic and recreational facilities will be operated independently of all other portions of the Property and facilities in METROWEST. No OWNER shall have any right, title, interest or membership in or to the country club, golf course and other athletic and recreational facilities other than such membership as such OWNER may choose to purchase from the owner or operator thereof. Anyone playing golf upon the golf course shall have an easement and license to go upon an OWNER's Property Unit adjacent thereto to retrieve errant golf balls so long as such person does not damage such Property Unit while accomplishing such retrieval. Any golfer causing damage by their errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner of the golf course shall not be responsible therefor. The present or future use of any portion of the Property within METROWEST as a golf course may be discontinued or suspended at any time by its owner.

13.4 Utility Facilities. It is intended that the disposal of treated effluent a/k/a reclaimed or gray water (treated to public access level, when required) shall be accommodated in all permissible ways, consistent with all applicable laws, rules and regulations on the Common Area. Disposal methods may include, but are not limited to, spray irrigation and percolation systems. Appropriate, areas within METROWEST, such as golf course, landscape areas, Streetscape, buffers, greenbelts, and other suitable and permissible areas may be used for disposal of such reclaimed or gray water by the utilities serving METROWEST.

13.5 Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

13.6 Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Declaration, unless

within such time, one hundred percent (100%) of the MEMBERS of the MASTER ASSOCIATION execute a written instrument declaring a termination of this Declaration. After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until at least two-thirds (2/3) of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this Declaration. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Orange County, Florida.

13.7 Amendments of this Declaration. This Declaration may be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the MASTER ASSOCIATION.

13.8 Dedication to Public. Subject to the approval of the City Council of the City of Orlando, Orange County, Florida and, to the extent necessary, the Board of County Commissioners of Orange County, Florida the MASTER ASSOCIATION shall have the right to dedicate to the public all or any part of its interest in the Common Area as well as any other portion of the Property deemed appropriate by the BOARD. Said dedication will not relieve the MASTER ASSOCIATION from the obligation to maintain the Improvements located therein where said Improvements will not be maintained at the expense of the general public. Notwithstanding anything in this Section 13.8 which may be interpreted to the contrary, the right of the MASTER ASSOCIATION to dedicate to the public any portion of the Property is limited in that the MASTER ASSOCIATION may not dedicate to the public its interest in any portion of the Property title to which has been conveyed to a party that is not the MASTER ASSOCIATION without the written consent of such other party.

13.9 Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD, in its sole discretion, with respect to any dispute shall be final and binding on all parties concerned.

13.10 Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Orange County, Florida. Any action or suit brought by or against OWNERS who constitute, all of the members of a specific Community Association may be brought or defended by such OWNERS in the name of said Community Association, and any process, notice of motion or hearing, or other application to any court or judge thereof that is served upon such Community Association in connection therewith shall be binding upon such OWNERS for all purposes without the necessity of individual service.

13.11 Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

13.12 Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

13.13 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the MASTER ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

13.14 Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent, when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the MASTER ASSOCIATION at the time of such mailing.

13.15 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

13.16 Due Execution and Joinder. In addition to its execution hereof as the MASTER ASSOCIATION in order to evidence approval of this Declaration, such execution also evidences that the MASTER ASSOCIATION approves joinder and consent to this Declaration for the purpose of evidencing its agreement and acknowledgement that the terms and provisions of the Declaration are and shall be binding upon the MASTER ASSOCIATION and its successors in title.

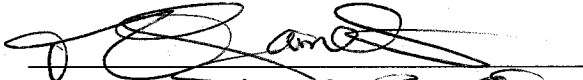
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IN WITNESS WHEREOF, the MASTER ASSOCIATION has caused this Declaration to be made and executed as of the day and year first above written.


Signed, sealed and delivered
in the presence of:
WITNESSES:

"MASTER ASSOCIATION"

**METROWEST MASTER
ASSOCIATION, INC.**, a Florida
corporation not-for-profit



Print Name: Mary James



Print Name: JULIE SANCHEZ


By: 

Print Name: James Drayton

Its: President


Print Name: Mary James


Print Name: JULIE SANCHEZ

By: 

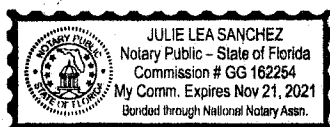
Print Name: Madeleine Francois


Its: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of July, 2019, by **James Drayton**, as President of **METROWEST MASTER ASSOCIATION, INC.**, a Florida corporation not-for-profit, on behalf of the corporation. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)




NOTARY SIGNATURE

JULIE LEA SANCHEZ

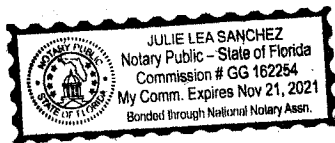
PRINTED NOTARY NAME


NOTARY PUBLIC, STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of July, 2019, by **Madeleine Francois**, as Secretary of **METROWEST MASTER ASSOCIATION, INC.**, a Florida corporation not-for-profit, on behalf of the corporation. He/She [☒] is personally known to me or [☐] has produced _____ as identification.

(NOTARY SEAL)





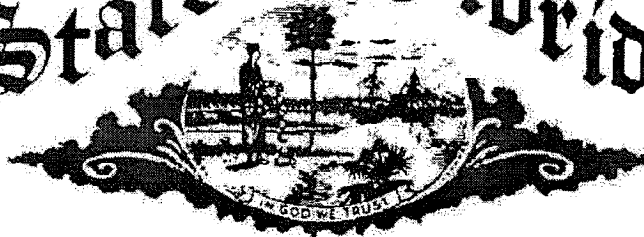
NOTARY SIGNATURE
JULIE LEA SANCHEZ

PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "A"

**ARTICLES OF INCORPORATION
OF
METROWEST MASTER ASSOCIATION, INC.**

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on August 14, 2019, for METROWEST MASTER ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H19000242412. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.


The document number of this corporation is N13457.

Authentication Code: 519A00016850-081519-N13457

-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifteenth day of August, 2019




Secretary of State

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
METROWEST MASTER ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. (the "MASTER ASSOCIATION") were filed with the Florida Department of State on February 17, 1986 as Charter Number N13457 (the "Prior Articles"); and

WHEREAS, Section 617.1007 of the Florida Not For Profit Corporation Act provides that the board of directors of the MASTER ASSOCIATION may restate its articles of incorporation at any time with or without a vote of the members, except that any such restatement which includes an amendment requiring member approval must be adopted as provided in Section 617.1002 of the Florida Not For Profit Corporation Act; and

WHEREAS, Section 617.1002(1) of the Florida Not For Profit Corporation Act provides that unless the Prior Articles provide an "alternative procedure," amendments to the Prior Articles must be made in the set forth in the manner set forth in Section 617.1002 of the Florida Not For Profit Corporation Act; and

WHEREAS, Article 10 of the Prior Articles provides an "alternative procedure" for their amendment; and

WHEREAS, in accordance with the provisions of Article 10 of the Prior Articles and the Bylaws of the MASTER ASSOCIATION, a written consent, in lieu of a noticed meeting called for consideration of amendment and restatement of the Prior Articles, to a resolution to amend and restate the Prior Articles, in the form as follows hereinbelow, was adopted by signature of the MEMBERS (as defined in Article 3 hereof) having not less than a majority of the votes of the entire membership of the MASTER ASSOCIATION; and

NOW THEREFORE, in accordance with the above-described procedure, METROWEST MASTER ASSOCIATION, INC. hereby amends and restates the Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. and files the Amended and Restated Articles of Incorporation of Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. as follows:

[Amended and Restated Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. follow on next pages.]

ARTICLE 1

NAME

1. Name. The name of the corporation is: METROWEST MASTER ASSOCIATION, INC. (hereinafter referred to as the "MASTER ASSOCIATION").

ARTICLE 2

PRINCIPAL OFFICE ADDRESS

2. Principal Office Address. The street address and the mailing address of the principal office of the MASTER ASSOCIATION is 2121 S. Hiawasse Road, Suite 132, Orlando, Florida 32835.

ARTICLE 3

DEFINITIONS

3. Definitions. All initially or fully capitalized terms used in these Articles of Incorporation shall have the same meanings as are used and defined in the AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (the "Declaration") unless these Articles specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 4

PURPOSE

4. Purpose. The purposes for which the MASTER ASSOCIATION is organized are as follows:

4.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

4.2 To provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon.

4.3 To administer, perform, enforce and carry out the terms and provisions of the Governing Documents, including, without limitation, the Declaration.

4.4 To administer, perform, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or other instrument, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the MASTER ASSOCIATION to the extent the terms and provisions of such instrument are accepted by the Board of Directors of the MASTER ASSOCIATION (the "BOARD").

4.5 To administer to and on behalf of the interests of the MASTER ASSOCIATION, the MEMBERS of the MASTER ASSOCIATION and the OWNERS and Residents of Property Units in METROWEST, as authorized by the Governing Documents, including, without limitation, the Declaration.

ARTICLE 5

POWERS

5. Powers. The MASTER ASSOCIATION shall have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

5.1 Have, exercise and perform any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporation Act by law may now or hereafter have or exercise, including, without limitation, the right to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

5.2 Exercise all of the powers and privileges and to perform all of the rights, duties and obligations of the MASTER ASSOCIATION as set forth in the Governing Documents, including, without limitation, the Declaration.

5.3 Operate and perform maintenance of the Surface Water Management System pursuant to this Declaration in a manner consistent with the requirements of the District Permit.

5.4 To establish or appoint committees and delegate certain of its functions to those committees.

5.5 To enter into, make, establish and enforce, rules, regulations, Bylaws, covenants, restrictions, contracts and agreements to carry out the purposes of the MASTER ASSOCIATION.

5.6 To fix, levy, collect and enforce payment of, by any lawful means, all Assessments, including, without limitation, Assessments for Common Expenses from MEMBERS (and OWNERS when appropriate) of the MASTER ASSOCIATION to defray the costs, expenses, reserves and losses incurred or to be incurred by the MASTER ASSOCIATION and to use the proceeds thereof in the exercise of the MASTER ASSOCIATION's powers and duties.

5.7 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, administer, manage, operate, maintain, improve, repair and/or replace, convey, mortgage, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real and personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

5.8 To hold funds for the exclusive benefit of the MEMBERS of the MASTER ASSOCIATION as set forth in these Articles and as provided in the Declaration and the Bylaws.

5.9 To purchase insurance for the protection of the MASTER ASSOCIATION, its officers, directors and MEMBERS, and such other parties as the MASTER ASSOCIATION may determine to be in the best interests of the MASTER ASSOCIATION.

5.10 To operate, maintain, repair, and improve all Common Areas and such other portions of METROWEST as may be determined by the BOARD from time to time.

5.11 To honor and perform under all contracts and agreements entered between third parties and the MASTER ASSOCIATION or third parties and the DEVELOPER which are assigned to the MASTER ASSOCIATION.

5.12 To exercise architectural control, either directly or through appointed committees, over all buildings, structures and improvements to be placed or constructed upon any portion of METROWEST. Such control shall be exercised pursuant to the Declaration.

5.13 To provide for private security, fire safety and protection, and similar functions and services within METROWEST as the BOARD in its discretion determines necessary or appropriate.

5.14 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights (to the extent not provided and maintained by Orlando Utilities Commission), streets (to the extent not maintained by the City of Orlando, the County of Orange, or the Florida Department of Transportation), pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social, welfare of the MEMBERS of the MASTER ASSOCIATION and the OWNERS and Residents of METROWEST as the BOARD in its discretion determines necessary or appropriate.

5.15 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the MASTER ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or, duties and to pay the cost thereof in accordance with whatever contractual arrangement the BOARD shall enter.

ARTICLE 6

MEMBERS

6. MEMBERS. The MEMBERS of the MASTER ASSOCIATION shall be determined by and shall be subject to the following:

6.1 Community Association MEMBER. Each Community Association shall be a MEMBER of the MASTER ASSOCIATION. Such membership shall be established upon the filing of the Articles of Incorporation of the Community Association with the Secretary of State of Florida, and the recording of such Articles of Incorporation in the Public Records of Orange County, along with, or as an exhibit to a Community Declaration, Declaration of Condominium or similar document, submitting a portion of the Property to the jurisdiction of the Community Association. The OWNER of any Property Unit which is subject to the jurisdiction of a Community Association shall not be a MEMBER of the MASTER ASSOCIATION.

6.2 OWNER Membership. The OWNER of any portion of the Property not subject to the jurisdiction of a Community Association shall be a MEMBER of the MASTER ASSOCIATION. Such membership shall be established when the OWNER takes title to a Property Unit within the Property. Notwithstanding the foregoing, no OWNER of an Institutional Property Unit shall be considered a MEMBER unless and until the OWNER thereof agrees to pay its pro rata share of the Assessments for Common Expenses.

6.3 Golf Course. The OWNER of the golf course and related facilities, including tennis courts, pool, clubhouse, etc., in consideration of the reduced Assessment payable to the MASTER ASSOCIATION, shall not be a MEMBER unless and until the OWNER agrees to pay the full Assessment for Common Expenses attributable to the golf course and related facilities as computed on the full Assessed Value thereof in accordance with the provisions of the Declaration.

6.4 Transfer of Membership. Membership shall be transferred as follows:

6.4.1 In the case of a MEMBER other than a Community Association, transfer of membership in the MASTER ASSOCIATION shall be established by the recording in the Public Records of Orange County of a deed or other instrument establishing a transfer of record title to any Property Unit for which membership has already been established. The OWNER designated by such instrument of conveyance thereby becomes a MEMBER, and the prior MEMBER's membership thereby is terminated. Notwithstanding the foregoing, the MASTER ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the MASTER ASSOCIATION receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Property Unit, and it shall be the joint and several responsibility and obligation of the former and the new OWNER of the Property Unit to provide such true copy of said recorded instrument to the MASTER ASSOCIATION. In the event of death of a MEMBER his or her membership shall be automatically transferred to his or her heirs or successors in interest upon delivery of the recorded certificate of death or other proof acceptable to the MASTER ASSOCIATION.

6.4.2 In the event any portion of the Property is submitted to the jurisdiction of a Community Association, the membership of the OWNER associated with such portion of the Property shall automatically terminate upon the recording in the Public Records of Orange County of the declaration of condominium, declaration of covenants and restrictions, or similar document, submitting such portion of the Property to the jurisdiction of the Community Association, and the Community Association shall simultaneously become a MEMBER with respect to such portion of the Property.

6.5 Prohibition Against Transfer. In those cases in which a MEMBER is also an OWNER, the share of that MEMBER in the funds and assets of the MASTER ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Property Unit associated with the membership of that MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to the Property Unit.

6.6 Determination of Voting Rights. The total number of Residential Property Units, the total number of square feet of Commercial improvements and the number of hotel rooms which may be constructed within METROWEST are governed by the Master Development Plan. MEMBERS' voting rights shall be determined as set forth in this Section 6.6. Notwithstanding anything contained or any interpretation to the contrary in the Governing Documents, including, without limitation these Articles, no entitled votes shall be allocated to any MEMBER for improvements which are not constructed and for which certificate(s) of occupancy have not been issued. Entitled votes shall only be allocated to MEMBERS for voting purposes once such improvements are constructed and certificate(s) of occupancy issued.

6.6.1 Residential Property Units. The number of Residential Property Units which are or may be constructed on any portion of the Property shall be determined and such number shall be assigned to that portion of the Property and be allocated to the purchaser of such portion of the Property at the time of the delivery of the deed therefor. The OWNER of a portion of the Property used or to be used for Residential purposes shall be entitled to one (1) vote for each Property Unit assigned to it. If the portion of the Property is submitted to the jurisdiction of a Community Association, that Community Association MEMBER shall have a number of votes equal to the number of Property Units under the jurisdiction of that Community Association. A Community Association MEMBER shall be represented by and cast its votes in the manner provided herein and in the Bylaws and Declaration.

Even though the OWNER of a multi-family residential improvement not committed to Condominium form of ownership shall be considered the OWNER of only one (1) Property Unit, such OWNER shall be a MEMBER entitled to one (1) vote for each Residential Property Unit assigned to the portion of the Property upon which the multi-family residential improvement is built.

6.6.2 Commercial. The number of square feet of floor area and/or the number of hotel rooms which are or may be constructed on any portion of the Property intended for Commercial uses shall be determined and such number of square feet of floor area and/or hotel rooms shall be assigned to that portion of the Property and allocated to the purchaser of such portion of the Property at the time of the delivery of the deed therefor. Portions of the Property used or to be used for Commercial purposes shall be entitled to one (1) vote for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities, but excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Portions of the Property used or to be used for hotel Commercial purposes shall be entitled to one (1) vote for each two (2) hotel rooms and one (1) vote for each 2,700 square feet, or fraction thereof, of floor area not included in hotel rooms and accessways to hotel rooms, measured as above for Commercial Property Units.

6.6.3 Institutional. If the OWNER of the Institutional Property Unit agrees to pay Assessments for Common Expenses to the MASTER ASSOCIATION such OWNER shall be a MEMBER. As a MEMBER the OWNER of an Institutional Property Unit shall be entitled to one (1) vote for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities but excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Because the Master Development Plan does not control the number of square feet which may be built on an

Institutional Property Unit, the number of votes attributable to the OWNER will be determined when a building permit is issued for construction of the Improvements on the Institutional Property Unit. Until issuance of a building permit the BOARD shall arbitrarily assign to the OWNER of the Institutional Property Unit a number of votes.

If the OWNER of the Institutional Property Unit does not agree to pay Assessments for Common Expenses such OWNER will not be entitled to become a MEMBER or vote on membership affairs.

6.6.4 Number of Votes. The total number of outstanding votes may be determined at any time by the Master Development Plan. If the Master Development Plan is amended to increase the number of Residential Property Units or the number of square feet of Commercial floor area or the number of hotel rooms which may be constructed on the Property, the total number of votes will be adjusted accordingly. If, after the conveyance of a Property Unit to an OWNER, such OWNER is granted the right to (1) in the case of a portion of the Property used for Residential purposes, increase the number of Residential Property Units, or (2) in the case of a portion of the Property used for Commercial purposes, increase the number of square feet of floor area or the number of hotel rooms which may be built on the Commercial Property Unit, such OWNER's number of votes shall increase correspondingly. Such increase in the number of Residential Property Units or Commercial square footage or hotel rooms may take place before or after completion of initial construction and the number of votes will be increased when the construction is completed (certificate of occupancy issued by the appropriate authorities). Further, the subjecting of additional lands to the jurisdiction of the MASTER ASSOCIATION will make the OWNERS of real property within such additional lands MEMBERS of the MASTER ASSOCIATION, which will increase the total number of votes. Therefore, the number of votes which may be cast at any meeting of the MEMBERS is the sum of (1) the total number of Residential Property Units constructed; (2) the total number of Residential Property Units approved under the Master Development Plan but not constructed; (3) the total number of square feet of Commercial floor area in Commercial Property Units constructed, divided by 2,700; (4) the total number of square feet of Commercial floor area approved under the Master Development Plan but not constructed, divided by 2,700; (5) the total number of hotel rooms constructed, divided by two (2); (6) the total number of hotel rooms approved under the MASTER DEVELOPMENT PLAN but not constructed, divided by two (2); and (7) the total number of square feet of space in Institutional Property Units as determined in accordance with Subsection 6.6.3 of these Articles.

6.6.5 Voting by Co-OWNERS. If the Property Unit associated with the membership of a MEMBER is owned by more than one individual or entity, the vote(s) of the MEMBER may be cast at any meeting by any Co-OWNER of the Property Unit. If when the vote(s) is (are) to be cast, a dispute arises between the Co-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) continue to be counted for purposes of determining the existence of a quorum.

6.6.6 Community Association MEMBERS. The President of a Community Association shall be the Representative to act on behalf of the Community Association at all meetings of the MEMBERS of the MASTER ASSOCIATION. The Officers of the Community Association shall be designated by a certificate signed by the Secretary of the Community Association, and filed with the Secretary of the MASTER ASSOCIATION prior to

the time all proxies are due. The President, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the Community Association MEMBER at any meeting. The President of a Community Association shall be the Representative to act on behalf of the Community Association at all meetings of the MEMBERS of the MASTER ASSOCIATION. The Officers of the Community Association shall be designated by a certificate signed by the Secretary of the Community Association, and filed with the Secretary of the MASTER ASSOCIATION prior to the time all proxies are due. The President, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the Community Association MEMBER at any meeting. In the event the President does not appear in person, or by proxy at any meeting, the votes of the Community Association MEMBER may be cast at any meeting by the Vice President, Secretary or Treasurer, in that order, of the Community Association MEMBER.

6.7 Proxies. Every MEMBER or Representative of a Community Association MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER's or Representative's behalf by a proxy signed by such MEMBER or Representative. Any proxy shall be delivered to the Secretary of the MASTER ASSOCIATION or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER or Representative executing it. Any proxy issued by a Representative of a Community Association MEMBER may only authorize a member of the board or officer of the Community Association to act, on the Representative's behalf.

6.8 Subdivision of the Property Unit.

6.8.1 In the event title to a portion of a Property Unit with more than one (1) Residential Property Unit assigned to it, or more than 2,700 square feet of Commercial or Institutional floor area assigned to it, or more than one (1) hotel room assigned to it is conveyed to a third party, such third party shall become a MEMBER (unless the Property Unit is subject to the jurisdiction of a Community Association) with the number of votes calculated as set forth in Section 6.6 above based on the appropriate portion of the number of Residential Property Units or square feet of floor area or hotel rooms originally assigned to the Property Unit which has been conveyed to the new OWNER. In no event shall such conveyance increase the number of Residential Property Units, floor area, or hotel rooms assigned to the Property Unit after such conveyance over that originally assigned to the Property Unit before the conveyance, nor shall such conveyance result in the casting of any fractional votes. At the time of such conveyance, the OWNER (i.e., the seller or grantor for such conveyance) shall notify the MASTER ASSOCIATION of the number of votes assigned to each portion of the Property Unit. In the event that an OWNER fails or refuses to designate the division of the votes, the BOARD may make such division and notify the OWNERS of each portion of the Property Unit involved in the conveyance.

6.9 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

ARTICLE 7

MEMBERS OF THE BOARD

7. Members of the BOARD. The affairs of the MASTER ASSOCIATION shall be managed by, a BOARD comprised of not less than five (5) members nor more than nine (9) members and the number of members comprising the BOARD shall always be an odd number. Notwithstanding the foregoing, in no event shall there be less than three (3) members of the BOARD.

7.1 Members of the BOARD shall be elected by the MEMBERS of the MASTER ASSOCIATION in the manner provided by the Bylaws.

7.2 All of the duties and powers of the MASTER ASSOCIATION existing under Chapter 617 or Chapter 720 of the Florida Statutes and the Governing Documents shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

7.3 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws.

7.4 The names and addresses of the members of the BOARD who shall hold office until their successors are elected or appointed, or until sooner dies, resigns or is removed, are as follows:

James Drayton:	2206 Lake Vilma Drive Orlando, Florida 32835
Victor Garofalo:	7615 Milano Drive Orlando, Florida 32835
Stina D'Uva:	6710 Fairway Cove Drive Orlando, Florida 32835
Madeline Francois:	7805 St. Giles Place Orlando, Florida 32835
Randle Warren Nash:	6232 Castelven Drive Orlando, Florida 32835

ARTICLE 8

OFFICERS

8. Officers. The Officers of the MASTER ASSOCIATION shall be a President, Vice Presidents, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The Officers shall serve at the pleasure of the BOARD, and the Bylaws may

provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the BOARD are as follows:

President - James Drayton
 Vice President - Stina D'Uva
 Secretary - Madeleine Francois
 Treasurer - Victor Garofalo

ARTICLE 9

INDEMNIFICATION

9. Indemnification of Officers, Members of the BOARD or Agents. The MASTER ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a member of the BOARD, officer, manager, agent or employee of the MASTER ASSOCIATION, member of a committee of the MASTER ASSOCIATION, representative of the MASTER ASSOCIATION or a committee of the MASTER ASSOCIATION, member, manager, agent or employee of the DRB, member of a committee of the DRB, or a representative of the DRB or a committee of the DRB (each an "Indemnified Person") against expenses (including attorneys' and paralegal fees and appellate attorneys' and paralegal fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding if such Indemnified Person acted in good faith and in a manner such Indemnified Person reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION, the DRB or a committee of the MASTER ASSOCIATION or the DRB; and, with respect to any criminal action or proceeding, if such Indemnified Person had no reasonable cause to believe their conduct was unlawful; or matter as to which such Indemnified Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of their duty to the MASTER ASSOCIATION, the DRB or a committee of the MASTER ASSOCIATION or the DRB unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that such Indemnified Person did not act in good faith and in a manner which such Indemnified Person reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION, the DRB or a committee of the MASTER ASSOCIATION or the DRB; and with respect to any criminal action or proceeding, that such Indemnified Person had no reasonable cause to believe that their conduct was unlawful.

9.1 To the extent that an Indemnified Person is entitled to indemnification by the MASTER ASSOCIATION in accordance with this Article 9, such party shall be indemnified against expenses (including attorneys' and paralegal fees and appellate attorneys' and paralegal fees) actually and reasonably incurred by such party in connection therewith.

9.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the MASTER ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount unless it shall ultimately be determined that such party is entitled to be indemnified by the MASTER ASSOCIATION as authorized in this Article 9.

9.3 The indemnification provided by this Article 9 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken by an Indemnified Person while performing or serving in their respective role, position or capacity, the indemnification provided by this Article 9 shall continue as to an Indemnified Person who has ceased to be a member of the BOARD, officer, manager, agent or employee of the MASTER ASSOCIATION, member of a committee of the MASTER ASSOCIATION, representative of the MASTER ASSOCIATION or a committee of the MASTER ASSOCIATION, member, manager, agent or employee of the DRB, member of a committee of the DRB, or a representative of the DRB or a committee of the DRB and shall inure to the benefit of the heirs, executors and administrators of such an Indemnified Person.

9.4 The MASTER ASSOCIATION shall have the power to purchase, as a Common Expense, and maintain insurance on behalf of any Indemnified Person or on behalf of any Person who is or was serving, at the request of the MASTER ASSOCIATION or the DRB, as a member of the board of directors, officer, member, manager, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such Person and incurred by such Person in any such capacity, as arising out of their status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify such Person against such liability under the provisions of this Article 9.

ARTICLE 10

BYLAWS

10. Bylaws. The Bylaws shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 11

AMENDMENTS

11. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

11.1 Initiation. A proposal to amend these Articles may be proposed by a majority of the members of the BOARD or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the MASTER ASSOCIATION.

11.2 Board Resolution. The BOARD must adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the MEMBERS, which may be an annual or a special meeting.

11.3 Notice. Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment shall be given to every MEMBER entitled to vote at such meeting.

11.4 Adoption of Amendments. The proposed amendment shall be adopted upon receiving not less than a majority of the total MEMBER votes of the entire membership of the MASTER ASSOCIATION.

11.4.1 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS without the approval of all MEMBERS.

11.4.2 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Florida Department of State as provided by law, and a filed copy, certified by the Florida Department of State, shall be recorded among the Public Records of Orange County, Florida, either as an amendment to the DECLARATION or as a "stand-alone" instrument.

ARTICLE 12

TERM

12. The MASTER ASSOCIATION shall have perpetual existence.

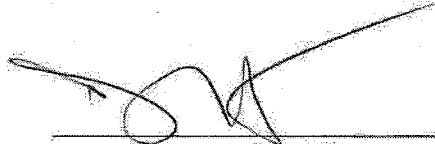
ARTICLE 13

REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The street address of the registered office of the MASTER ASSOCIATION is 2121 S. Hiawasse Road, Suite 132, Orlando, Florida 32835. The Registered Agent of the MASTER ASSOCIATION at that address is James Drayton.

[Signature follows on the next page.]

IN WITNESS WHEREOF, these Amended and Restated Articles have been executed on behalf of the MASTER ASSOCIATION by its President effective as of this 30th day of July, 2019.



James Drayton, President

[Certificate of the Secretary follows on the next page.]

**CERTIFICATE OF THE SECRETARY
OF
METROWEST MASTER ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.1007(3) of the Florida Not For Profit Corporation Act, the undersigned, in her capacity as Secretary of the METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "MASTER ASSOCIATION"), hereby certifies as follows:

- 1) The foregoing Amended and Restated Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. (the "Amended and Restated Articles") to which this certificate is attached contain amendments to the Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC., which were filed with the Florida Department of State on February 17, 1986 as Charter Number N13457.
- 2) The Amended and Restated Articles required approval of the members of the MASTER ASSOCIATION.
- 3) The name of the Association is METROWEST MASTER ASSOCIATION, INC.
- 4) The foregoing Amended and Restated Articles contain the text of each amendment adopted.
- 5) The Amended and Restated Articles were adopted by the approval of the MEMBERS of the MASTER ASSOCIATION effective as of May 31st, 2019.
- 6) The number of member votes cast for the Amended and Restated Articles was sufficient for approval.



Madeleine Francois, as Secretary of the
METROWEST MASTER ASSOCIATION, INC., a
Florida not for profit corporation

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was affirmed and acknowledged before me this 30th day of July, 2019, by Madeleine Francois, as Secretary of the METROWEST MASTER ASSOCIATION, INC., a Florida not for profit corporation. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Notary Public Signature

JULIE LEA SANCHEZ

(Name typed, printed or stamped)

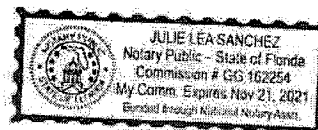


EXHIBIT "B"

BYLAWS

OF

METROWEST MASTER ASSOCIATION, INC.

AMENDED AND RESTATED
BYLAWS
OF
METROWEST MASTER ASSOCIATION, INC.,
a Florida corporation not-for-profit

WHEREAS, the Bylaws of METROWEST MASTER ASSOCIATION, INC. (the "MASTER ASSOCIATION") are attached as Exhibit "B" to that certain Master Declaration of Protective Covenants and Restrictions for MetroWest recorded March 13, 1986 in Official Records Book 3759, Page 2756; as amended by that certain Amendment to By-Laws recorded September 27, 2010 in Official Records Book 10110, Page 4087; as further amended by that certain First Amendment to By-Laws of MetroWest Master Association, Inc. recorded March 18, 2011 in Official Records Book 10187, Page 2421; Second Amendment to By-Laws of MetroWest Master Association, Inc. recorded April 1, 2011 in Official Records Book 10193, Page 5113; Amendment to By-Laws of MetroWest Master Association, Inc. recorded February 27, 2013 in Official Records Book 10528, Page 8620; Fifth Amendment to By-Laws of MetroWest Master Association, Inc. recorded March 19, 2013 in Official Records Book 10539, Page 7015; Sixth Amendment to the By-Laws of MetroWest Master Association, Inc. recorded March 26, 2013 in Official Records Book 10543, Page 4678; Seventh Amendment to the By-Laws of MetroWest Master Association, Inc. recorded September 23, 2014 in Official Records Book 10808, Page 8079; and Eighth Amendment to the By-Laws of MetroWest Master Association, Inc. recorded September 30, 2014 in Official Records Book 10812, Page 1558, all of the Public Records of Orange County, Florida (collectively the "Prior Bylaws"); and

WHEREAS, in accordance with Subsection 4.11 and Section 9 of the Prior Bylaws, a written consent, in lieu of a noticed meeting called for consideration of amendment and restatement of the Prior Bylaws, to a resolution to amend and restate the Prior Bylaws, in the form as follows hereinbelow, was adopted by signature of MEMBERS (as defined in Subsection 1.6 hereof) having not less than a majority of the votes of the entire membership of the MASTER ASSOCIATION; and

NOW THEREFORE, in accordance with the above-described procedure, METROWEST MASTER ASSOCIATION, INC. hereby amends and restates the Bylaws of METROWEST MASTER ASSOCIATION, INC. as follows:

[Amended and Restated Bylaws of METROWEST MASTER ASSOCIATION, INC. follow on next pages.]

1. General.

1.1 Identity. These are the Bylaws of METROWEST MASTER ASSOCIATION, INC. (the "MASTER ASSOCIATION"), a corporation-not-for-profit formed under the laws of the State of Florida. The MASTER ASSOCIATION has been organized for the purposes stated in the Amended and Restated Articles of Incorporation (the "Articles"), and the AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (the "Declaration"). The MASTER ASSOCIATION shall have all of the powers provided in the Governing Documents (as defined in Subsection 1.6 hereinbelow), including, without limitation these Bylaws and the Articles and the Declaration and any other statute or law of the State of Florida or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the MASTER ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3 Fiscal Year. The fiscal year of the MASTER ASSOCIATION shall be the calendar year.

1.4 Seal. The seal of the MASTER ASSOCIATION shall have inscribed upon it METROWEST MASTER ASSOCIATION, INC., the year of its incorporation and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the MASTER ASSOCIATION.

1.5 Inspection of Books and Records. The records of the MASTER ASSOCIATION shall be open to inspection by any MEMBER of the MASTER ASSOCIATION, upon request, during normal business hours or under other reasonable circumstances. The records of the MASTER ASSOCIATION shall include current copies of the Declaration, the Articles, the Bylaws, any Rules and Regulations of the MASTER ASSOCIATION, any contracts entered into by the MASTER ASSOCIATION, and the books, records and financial statements of the MASTER ASSOCIATION. The MASTER ASSOCIATION shall be required to make available to perspective purchasers of any Property Unit, current copies of the Governing Documents and the most recent annual financial statement of the MASTER ASSOCIATION.

1.6 Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Declaration and the Articles.

2. Membership in General.

2.1 Qualification. The qualification of MEMBERS, the manner of their admission to membership, changes in membership, and the termination of such membership, shall be as set forth in the Declaration and the Articles.

2.2 MEMBER Register. The Secretary of the MASTER ASSOCIATION shall maintain a register in the office of the MASTER ASSOCIATION showing the names and addresses of the MEMBERS of the MASTER ASSOCIATION. Each Community Association MEMBER shall at all times advise the Secretary of the names of the officers and members of the Board of the

Community Association MEMBER, and of the names and addresses of the OWNERS of Property Units subject to the jurisdiction of the Community Association MEMBER. Each MEMBER shall at all times advise the Secretary of any change of address, of any change of ownership of the MEMBER's Property Unit, and of any change in the number of Property Units. The MASTER ASSOCIATION shall not be responsible for reflecting any changes until notified of such change in writing.

3. Membership Voting.

3.1 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present, shall be binding upon all MEMBERS for all purposes, except where otherwise provided by law or in the Governing Documents.

3.2 Determination of Voting Rights. The total number of Residential Property Units, the total number of square feet of Commercial improvements and the number of hotel rooms which may be constructed within METROWEST are governed by the Master Development Plan. MEMBERS' voting rights shall be determined as set forth in this Subsection 3.2:

3.2.1 Residential Property Units. The number of Residential Property Units which are or may be constructed on any portion of the Property shall be determined and such number shall be assigned to that portion of the Property and be allocated to the purchaser of such portion of the Property at the time of the delivery of the deed therefor. The OWNER of a portion of the Property used or to be used for Residential purposes shall be entitled to one (1) vote for each Property Unit assigned to it. If the portion of the Property is submitted to the jurisdiction of a Community Association, that Community Association MEMBER shall have a number of votes equal to the number of Property Units under the jurisdiction of that Community Association. A Community Association MEMBER shall be represented by and cast its votes in the manner provided herein and in the Articles and Declaration.

Even though the OWNER of a multi-family residential improvement not committed to Condominium form of ownership shall be considered the OWNER of only one (1) Property Unit, such OWNER shall be a MEMBER entitled to one (1) vote for each Residential Property Unit assigned to the portion of the Property upon which the multi-family residential improvement is built.

3.2.2 Commercial. The number of square feet of floor area and/or the number of hotel rooms which are or may be constructed on any portion of the Property intended for Commercial uses shall be determined and such number of square feet of floor area and/or hotel rooms shall be assigned to that portion of the Property and allocated to the purchaser of such portion of the Property at the time of the delivery of the deed therefor. Portions of the Property used or to be used for Commercial purposes shall be entitled to one (1) vote for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities, but excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Portions of the Property used or to be used for hotel Commercial purposes shall be entitled to one (1) vote for each two (2) hotel rooms and one (1) vote for each 2,700 square feet, or fraction thereof, of floor area not included in hotel rooms and accessways to hotel rooms, measured as above for Commercial Property Units.

3.2.3 Institutional. If the OWNER of the Institutional Property Unit agrees to pay Assessments for Common Expenses to the MASTER ASSOCIATION such OWNER shall be a MEMBER. As a MEMBER the OWNER of an Institutional Property Unit shall be entitled to one (1) vote for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities but excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Because the Master Development Plan does not control the number of square feet which may be built on an Institutional Property Unit, the number of votes attributable to the OWNER will be determined when a building permit is issued for construction of the Improvements on the Institutional Property Unit. Until issuance of a building permit the BOARD shall arbitrarily assign to the OWNER of the Institutional Property Unit a number of votes.

If the OWNER of the Institutional Property Unit does not agree to pay Assessments for Common Expenses such OWNER will not be entitled to become a MEMBER or vote on membership affairs.

3.2.4 Number of Votes. The total number of outstanding votes may be determined at any time by the Master Development Plan. If the Master Development Plan is amended to increase the number of Residential Property Units or the number of square feet of Commercial floor area or the number of hotel rooms which may be constructed on the Property, the total number of votes will be adjusted accordingly. If, after the conveyance of a Property Unit to an OWNER, such OWNER is granted the right to (1) in the case of a portion of the Property used for Residential purposes, increase the number of Residential Property Units, or (2) in the case of a portion of the Property used for Commercial purposes, increase the number of square feet of floor area or the number of hotel rooms which may be built on the Commercial Property Unit, such OWNER's number of votes shall increase correspondingly. Such increase in the number of Residential Property Units or Commercial square footage or hotel rooms may take place before or after completion of initial construction and the number of votes will be increased when the construction is completed (certificate of occupancy issued by the appropriate authorities). Further, the subjecting of additional lands to the jurisdiction of the MASTER ASSOCIATION will make the OWNERS of real property within such additional lands MEMBERS of the MASTER ASSOCIATION, which will increase the total number of votes. Therefore, the number of votes which may be cast at any meeting of the MEMBERS is the sum of (1) the total number of Residential Property Units constructed; (2) the total number of Residential Property Units approved under the Master Development Plan but not constructed; (3) the total number of square feet of Commercial floor area in Commercial Property Units constructed, divided by 2,700; (4) the total number of square feet of Commercial floor area approved under the Master Development Plan but not constructed, divided by 2,700; (5) the total number of hotel rooms constructed, divided by two (2); (6) the total number of hotel rooms approved under the MASTER DEVELOPMENT PLAN but not constructed, divided by two (2); and (7) the total number of square feet of space in Institutional Property Units as determined in accordance with Subsection 3.2.3 of these Bylaws.

3.2.5 Voting by Co-OWNERS. If the Property Unit associated with the membership of a MEMBER is owned by more than one individual or entity, the vote(s) of the MEMBER may be cast at any meeting by any Co-OWNER of the Property Unit. If when the vote(s) is (are) to be cast, a dispute arises between the Co-OWNERS as to how the vote(s) will be

cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) continue to be counted for purposes of determining the existence of a quorum.

3.2.6 Community Association MEMBERS. The President of a Community Association shall be the Representative to act on behalf of the Community Association at all meetings of the MEMBERS of the MASTER ASSOCIATION. The Officers of the Community Association shall be designated by a certificate signed by the Secretary of the Community Association, and filed with the Secretary of the MASTER ASSOCIATION prior to the time all proxies are due. The President, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the Community Association MEMBER at any meeting. In the event the President does not appear in person, or by proxy at any meeting, the votes of the Community Association MEMBER may be cast at any meeting by the Vice President, Secretary or Treasurer, in that order, of the Community Association MEMBER.

3.3 Proxies. Every MEMBER or Representative of a Community Association MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER's or Representative's behalf by a proxy signed by such MEMBER or Representative. Any proxy shall be delivered to the Secretary of the MASTER ASSOCIATION or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER or Representative executing it. Any proxy issued by a Representative of a Community Association MEMBER may only authorize a member of the board or officer of the Community Association to act, on the Representative's behalf.

3.4 Subdivision of the Property Unit.

3.4.1 In the event title to a portion of a Property Unit with more than one (1) Residential Property Unit assigned to it, or more than 2,700 square feet of Commercial or Institutional floor area assigned to it, or more than one (1) hotel room assigned to it is conveyed to a third party, such third party shall become a MEMBER (unless the Property Unit is subject to the jurisdiction of a Community Association) with the number of votes calculated as set forth in Subsection 3.2 above based on the appropriate portion of the number of Residential Property Units or square feet of floor area or hotel rooms originally assigned to the Property Unit which has been conveyed to the new OWNER. In no event shall such conveyance increase the number of Residential Property Units, floor area, or hotel rooms assigned to the Property Unit after such conveyance over that originally assigned to the Property Unit before the conveyance, nor shall such conveyance result in the casting of any fractional votes. At the time of such conveyance, the OWNER (i.e., the seller or grantor for such conveyance) shall notify the MASTER ASSOCIATION of the number of votes assigned to each portion of the Property Unit. In the event that an OWNER fails or refuses to designate the division of the votes, the BOARD may make such division and notify the OWNERS of each portion of the Property Unit involved in the conveyance.

3.5 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

4. Membership Meetings.

4.1 Who May Attend. As to a Community Association MEMBER, any of its directors or officers, may attend any meeting of the MEMBERS. As to any other MEMBER, any person entitled to cast the votes of the MEMBER, and in the event any Property Unit is owned by more than one Person, all Co-OWNERS of the Property Unit may attend any meeting of the MEMBERS. However, the votes of any MEMBER shall be cast in accordance with the provisions of Section 3 above. Any Person not expressly authorized to attend a meeting of the MEMBERS, as set forth above, may be excluded from any meeting of the MEMBERS by the presiding officer of the meeting.

4.2 Place. All meetings of the MEMBERS shall be held at the principal office of the MASTER ASSOCIATION or at any other location as designated by the BOARD and stated in the notice of meeting.

4.3 Quorum Requirements. Except as set forth hereinafter or unless otherwise so provided, at any annual or special meeting of the MEMBERS, the presence in person or by proxy of MEMBERS entitled to cast a majority of the votes of the entire membership at the time of such vote shall constitute a quorum. If any meeting of the MEMBERS cannot be organized because quorum is not present, a majority of the votes of the MEMBERS present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of MEMBERS holding at least twenty-five percent (25%) of the votes of the entire membership. Such an adjourned meeting may be held without notice thereof as provided in Subsection 4.4 hereinbelow, provided that notice is given by announcement at the meeting at which such adjournment is taken. If, however, such adjourned meeting is actually attended, in person or by proxy, by MEMBERS entitled to cast less than one-third (1/3) of the total votes of the membership, notwithstanding the presence of a quorum, no matter may be voted upon except such matters notice of the general nature of which was given pursuant to Subsections 4.4 and 4.7 hereof. If a meeting of MEMBERS is adjourned for more than thirty (30) days from the originally scheduled meeting date, or if the MEMBERS adjourn a meeting without specifying a date for holding the adjourned meeting, the quorum and notice requirements for the holding of such adjourned meeting shall then be the same as the notice and quorum requirements prescribed for special meetings.

4.4 Notices. Written notice stating the location, day and hour of any meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each MEMBER not less than five (5) nor more than sixty (60) days before the date of the meeting, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The notice of any meeting at which members of the BOARD are to be elected shall include the names of all those who are nominees at the time the notice is given to the MEMBERS. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the MEMBER at the MEMBER's address as it appears on the records of the MASTER ASSOCIATION, unless such MEMBER shall have filed a written request with the Secretary of the MASTER ASSOCIATION stating that notices to him or her be mailed to some other address. All notices shall be dated and shall be mailed to the MEMBERS as soon after the date of the notice

as is practical. The date of the notice shall be the date used for the purpose of determining MEMBERS entitled to notice of, or to vote at, any meeting of the MEMBERS of the MASTER ASSOCIATION, or in order to make a determination of the MEMBERS for any other purpose. The BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. If the Property Unit of a MEMBER is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the MEMBER, which shall be made to the person designated in the records of the MASTER ASSOCIATION. Notice to a Community Association shall be made to its Representative, and in the absence of a Representative shall be sent to the Secretary of the Community Association.

4.5 Waiver of Notice. Whenever any notice is required to be given to any MEMBER under the provisions of the Articles or Bylaws, or as otherwise provided by law, a waiver in writing signed by the Person or Persons entitled to such notice whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a MEMBER at a meeting shall constitute a waiver of notice of such meeting except when the MEMBER objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.6 Annual Meeting. The annual meeting for the purpose of transacting any and all proper business shall be held between the dates of December 1 and December 15 each year at a time and place as set by the BOARD. If the BOARD fails to call the annual meeting as set forth herein, then within thirty (30) days after written request of any MEMBER, officer or member of the BOARD of the MASTER ASSOCIATION, the Secretary shall call the annual meeting.

4.7 Special Meetings. Special meetings of the MEMBERS may be requested by written notice to the Secretary by any member of the BOARD, the President, or any MEMBERS having not less than ten percent (10%) of the allocated votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given in accordance with Subsection 4.3 to all of the MEMBERS within thirty (30) days after a special meeting is duly requested.

4.8 Adjournments. Any meeting may be adjourned or continued by a majority of the allocated votes present at the meeting in person or by proxy, regardless of a quorum, or if no MEMBER entitled to vote is present at a meeting, then any Officer of the MASTER ASSOCIATION may adjourn the meeting. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to MEMBERS not present at the original meeting, without giving notice to the MEMBERS who were present at such meeting.

4.9 Organization. At each meeting of the MEMBERS, the President, or in his or her absence, the Vice President shall act as chairman of the meeting. The Secretary, or in his or

her absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.10 Minutes. The minute of all meetings of the MEMBERS shall be kept in a book available for inspection by the MEMBERS or their authorized representatives, and the members of the BOARD, at any reasonable time.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the MEMBERS may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the MEMBERS' having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all MEMBERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those MEMBERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If the Property Unit(s) for which membership is established in the MASTER ASSOCIATION is owned by more than one Person or by an entity, the consent for such Property Unit(s) need only be signed by one Person who would be entitled to cast the vote(s) for the Property Unit(s). As to a Community Association MEMBER, such consent may be signed by the, President or Vice President of the Community Association.

5. BOARD.

5.1 Number of Members of the BOARD.

5.1.1 The affairs of the MASTER ASSOCIATION shall be managed by, a BOARD comprised of not less than five (5) members nor more than nine (9) members and the number of members comprising the BOARD shall always be an odd number. Notwithstanding the foregoing, in no event shall there be less than three (3) members of the BOARD.

5.2 Election of Members of the BOARD. Election of members of the BOARD shall be conducted in the following manner:

5.2.1 The process of electing members of the BOARD shall be as provided herein and/or the Declaration or the Articles. In order to be elected to the BOARD a person must be an OWNER, MEMBER or a "Representative" of a Community Association MEMBER (as the term "Representative" is defined in the Declaration and the Articles). A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the MASTER ASSOCIATION on the day that he or she could last nominate himself or herself or be nominated for membership of the BOARD may not seek election to the BOARD, and his or her name shall not be listed on the ballot. A person serving as a member of the BOARD who becomes more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the MASTER ASSOCIATION shall be deemed to have abandoned his or her seat on the BOARD, creating a vacancy on the board to be filled according the provisions of these Bylaws. For purposes of this Subsection 5.2.1, the term "any fee, fine, or other monetary obligation" means any delinquency to the MASTER ASSOCIATION with respect to any Property Unit. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if

committed in Florida, may not seek election to the BOARD and is not eligible for membership of the BOARD unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the BOARD. Notwithstanding the foregoing sentence however, the validity of any action by the BOARD is not affected if it is later determined that a person was ineligible to seek election to the BOARD or that a member of the BOARD is ineligible for membership of the BOARD. Additionally, any person involved in active or ongoing litigation or claims with or against the MASTER ASSOCIATION shall be disqualified from serving as a member of the BOARD until such time as such litigation is fully resolved. This disqualification shall not apply to any litigation brought against any person who is already a seated member of the BOARD at the time such litigation is initiated.

5.2.2 The existing BOARD shall appoint a nominating committee composed of MEMBERS (or the Representatives of Community Association MEMBERS). At least sixty (60) days before the date of such election, the BOARD shall send a notice to all MEMBERS advising of the impending election of members to the BOARD, the names and addresses of members of the nominating committee, and the date the committee will make decisions concerning nominations for election to the BOARD, which date shall be no less than fifteen (15) days after the date of the notice. MEMBERS may then submit names of proposed nominees in writing to the nominating committee.

5.2.3 The nominating committee shall make as many nominations for election to the BOARD as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The nominating committee shall not nominate a person so that if elected there shall be more than one (1) member of the BOARD from a particular Community Association. For purposes of this Subsection 5.2.3, a member of the BOARD who is a member, officer, director or Representative of a Community Association shall be deemed to be "from the Community Association". Each nominee must agree in writing to his or her nomination and the placement of his or her name on the ballot. Nominations shall be placed on a written ballot provided in Subsection 5.2.4 for the mailing of such ballots to the MEMBERS.

5.2.4 All elections to the BOARD shall be made by written ballot which shall:

- (a) indicate the number of vacancies to be filled;
- (b) set forth the names of those nominees selected by the nominating committee; and
- (c) contain a requirement that the MEMBER must cast the same number of votes as the number of vacancies on the BOARD. For example, if the MEMBER has one (1) vote, there are five (5) nominees and three (3) vacancies, the MEMBER must vote for no more and no less than three (3) nominees or the ballot will not be counted. If the MEMBER is entitled to, for instance, seventy-five (75) votes, in the example in the previous sentence, the MEMBER must vote its seventy-five (75) votes as a block for no more and no less than three (3) nominees or the ballot will not be counted. That is, three (3) nominees on that ballot will receive exactly seventy-five (75) votes each.

There shall be no space on the ballot for a write-in vote by the MEMBERS and no write-in vote will be considered.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting). The Secretary shall include with the ballot a brief summary and description of each Person nominated by the BOARD.

5.2.5 The completed ballot shall be returned as follows:

(a) Each ballot shall be placed in a sealed envelope which shall bear on its face the name and signature of the MEMBER or its proxy, the number of votes of that MEMBER, and such other information as the BOARD may determine will serve to establish its right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address of the MASTER ASSOCIATION.

5.2.6 Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the return of all ballots. On that day the envelopes containing the ballot(s) shall be turned over, unopened, to a separate Election Committee which shall consist of five (5) persons appointed by the BOARD. The Election Committee shall then adopt a procedure which shall:

(a) establish that the number of votes set forth on the envelope and on the ballot corresponds to the number of votes allowed to the MEMBER or its proxy; and

(b) that the signature of the MEMBER or its proxy on the outside envelope is genuine; and

(c) if the vote is by proxy that a proxy has been filed with the Secretary as provided herein, and that such proxy is valid; and

(d) that the number of votes cast by the MEMBERS or their proxies are sufficient to constitute a quorum.

Just prior to the annual meeting, the Election Committee shall proceed to the opening of the envelopes and the counting of the votes. The Election Committee shall immediately send written notice to all MEMBERS advising of the results of the election and new members of the BOARD shall be seated at the annual meeting. The ballots and the outside envelopes shall be returned to the Secretary to be kept in a safe or other locked place for a minimum of thirty (30) days. If no MEMBER requests a review of the procedures and vote within said thirty (30) days, the ballots and outside envelopes shall be destroyed.

5.2.7 In the event that a the number of votes cast are not sufficient to constitute a quorum, such failure shall be noticed at the annual meeting, or, in the event a quorum is not established at a special meeting of the MEMBERS called to elect members of the BOARD, a second election shall be conducted at a special meeting of the MEMBERS. Such special meeting shall be requested at the applicable meeting by written notice to the Secretary from any member of the BOARD, the President, or any MEMBERS having not less than ten percent (10%) of the

allocated votes of the entire membership, or as otherwise provided by law. Such special meeting shall be held not less than five (5) nor more than sixty (60) days from the date the Election Committee opened the envelopes and counted the votes or the date of the special meeting of the MEMBERS called to elect members of the BOARD, as the case may be.

(a) At such special meeting the requirements to establish a quorum shall be reduced to the presence in person or by proxy of MEMBERS entitled to cast ten percent (10%) of the votes of the entire membership at the time of such. The Election Committee shall open the envelopes and count the votes cast at such special meeting and the new BOARD members shall be announced and seated immediately.

(b) If, during such special meeting, such reduced ten percent (10%) quorum is not established, the BOARD may, in its discretion, waive the quorum requirement for the election and fill the vacant BOARD member seat(s) through the opening of envelopes and counting of votes cast by MEMBERS or their proxies present at the next duly called meeting of the BOARD which is open to the MEMBERS. The BOARD shall open and count the ballots and the new BOARD members shall be announced and seated immediately.

5.3 Term of Office. The terms of office shall be staggered two (2) year terms with no less than three (3) seats filled in one year and no less than two (2) seats filled the following year so that at least two-fifths (2/5) of the members of the BOARD shall be elected each year. Each member of the Board shall hold office until his or her successor is elected or the earlier of his or her death, resignation, removal or adjudication of mental incompetence. There shall be no limit on the number of terms, consecutive or otherwise, which a member of the BOARD may serve.

5.4 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the members of the BOARD, and no further notice of the organizational meeting shall be necessary.

5.5 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the members of the BOARD.

5.6 Special Meetings. Special meetings of the BOARD may be called by any member of the BOARD, or by the President if not otherwise a member of the BOARD, at any time.

5.7 BOARD Action Without a Meeting. Any action required to be taken at a meeting of the members of the BOARD, or any action which may be taken at a meeting of the members of the BOARD, may be taken without a meeting if a consent in writing setting forth the action so to be taken is signed by all members of the BOARD and is filed in the minutes of the proceedings of the BOARD. Such consent shall have the same effect as a unanimous vote.

5.8 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or member of the BOARD, stating the day, location and time of the meeting. Notice of such meeting shall be delivered to each member of the BOARD

either personally or by electronic mail, telephone or facsimile, at least twenty-four (24) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three (3) days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any member of the-BOARD who signs a waiver of notice either before or after the meeting. Attendance of a member of the BOARD at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a member of the BOARD states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

Notwithstanding anything in this Subsection 5.8 to the contrary, any member of the BOARD may call an emergency meeting of the BOARD. Notice of such emergency meeting shall be delivered to each member of the BOARD either personally or by electronic mail, telephone or facsimile, no less than one (1) hour before the time at which such meeting is to be held.

5.9 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all MEMBERS except that meetings between the BOARD or a committee established by the BOARD and the MASTER ASSOCIATION's attorney to discuss proposed or pending litigation or meetings of the BOARD held for the purpose of discussing personnel matters are not required to be open to MEMBERS. A member of the BOARD may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached or other device used so that any discussion may be heard or may be heard or seen by the members of the BOARD and any MEMBERS present as in an open meeting.

5.10 Quorum and Manner of Acting. A majority of the BOARD shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the members of the BOARD present at a meeting at which a quorum is present shall be the act of the BOARD unless the act of a greater number of members of the BOARD is required by statute or the Governing Documents.

5.11 Adjourned Meetings. A majority of the members of the BOARD present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another location and time. Notice of any such adjourned meeting shall be given to the members of the BOARD who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other members of the BOARD. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.12 Presiding Officer. The presiding officer of the meetings of the BOARD shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the MASTER ASSOCIATION shall preside if the President is a member of the BOARD. In the absence of the presiding officer, the members of the BOARD shall designate one of their members, to preside.

5.13 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the MEMBERS or members of the BOARD.

5.14 Committees. The BOARD may by resolution appoint committees. Any committee may exercise such powers, duties and functions as may be determined by the BOARD which may include any powers which may be exercised by the BOARD.

5.15 Resignation. Any member of the BOARD may resign at any time by giving written notice of his or her resignation to the Secretary. Any resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

5.16 Removal of Members of the BOARD. Members of the BOARD may be removed as follows:

5.16.1 Any member of the BOARD may be removed by majority vote of the remaining members of the BOARD if such member has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings.

5.16.2 Subject to the provisions of Section 720.303(10), Florida Statutes, any member of the BOARD may be removed with or without cause by a majority of the votes the MEMBERS cast at a special meeting of the MEMBERS called by MEMBERS having not less than twenty-five percent (25%) of the votes of the entire membership expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the MEMBERS at such meeting or, if the MEMBERS shall fail to fill such vacancy, by the BOARD as in the case of any other vacancy on the BOARD.

5.17 Vacancies. Unless the vacancy is filled by the MEMBERS in accordance with Subsection 5.16.2 hereinabove, vacancies on the BOARD, whether arising from death, resignation, removal or any other cause, may be filled by a majority vote of the members of the BOARD then in office, though less than a quorum, or by a sole remaining member of the BOARD. If there are no members of the BOARD in office, then a special meeting election of the MEMBERS shall be called to elect the members of the BOARD to fill the vacancies. A member of the BOARD appointed or elected under this Subsection 5.17 is appointed for the remaining unexpired term of the seat(s) being filled.

5.18 Compensation. The BOARD shall not be entitled to any compensation unless the MEMBERS elect to pay them compensation and set the amount of such compensation, at any meeting of the MEMBERS. However, this provision shall not preclude the BOARD from employing a member of the BOARD as an employee of the MASTER ASSOCIATION and compensating such employee, nor shall it preclude the MASTER ASSOCIATION from contracting with a member of the BOARD for the management of the Common Areas, or any portion thereof, or for the provision of services to the MASTER ASSOCIATION, including, but not limited to, engineering, architectural, planning, landscape planning, accounting or legal services, and in either such event to pay such member of the BOARD a reasonable fee for such management or provision of services

5.19 Power and Duties. The BOARD shall have the right to exercise all of the powers and duties of the MASTER ASSOCIATION, express or implied, existing under the Governing Documents, or as otherwise provided by statute or law. Such powers and duties of the BOARD shall include without limitation (except as limited elsewhere herein), the following:

5.19.1 The operation, care, upkeep and maintenance of the Common Areas, and any other portion of METROWEST determined to be maintained by the MASTER ASSOCIATION.

5.19.2 The determination of the expenses required for the operation of the MASTER ASSOCIATION.

5.19.3 The collection of Assessments for Common Expenses from MEMBERS required to pay same.

5.19.4 The employment and dismissal of personnel.

5.19.5 The adoption and amendment of Rules and Regulations covering the details of the operation and use of property owned and/or maintained by the MASTER ASSOCIATION.

5.19.6 Maintaining bank accounts on behalf of the MASTER ASSOCIATION and designating signatories required therefor.

5.19.7 Obtaining and reviewing insurance for property owned and/or maintained by the MASTER ASSOCIATION.

5.19.8 The making of repairs, additions and improvements to, or alterations of, property Owned and/or maintained by the MASTER ASSOCIATION.

5.19.9 Purchasing or leasing a Property Unit for use by a resident superintendent.

5.19.10 Borrowing money on behalf of the MASTER ASSOCIATION, however, any borrowing in excess of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) shall require the approval of the MEMBERS having not less than a majority of the allocated votes of the entire membership of the MASTER ASSOCIATION at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws.

5.19.11 Contracting for the management and maintenance of property owned and/or maintained by the MASTER ASSOCIATION. Authorizing a management agent or company to assist the MASTER ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair replacement of the Common Areas with such funds as shall be made available by the MASTER ASSOCIATION for such purposes. The MASTER ASSOCIATION and its Officers shall, however, retain at all times the powers and duties granted by all Governing Documents, including but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the MASTER ASSOCIATION.

5.19.12 Exercising all powers specifically set forth in the Governing Documents, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.19.13 Entering into and upon any portion of the Property, including Property Units, when necessary to maintain, care and preserve any property in the event the respective Community Association or OWNER fails to do so.

5.19.14 Collecting delinquent Assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the MEMBERS and/or OWNERS for violations of these Bylaws and the terms and conditions of the Declaration or of the Rules and Regulations of the MASTER ASSOCIATION.

5.19.15 Acquiring and entering into agreements whereby the MASTER ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or, facilities, whether or not contiguous to the lands operated by the MASTER ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the MEMBERS and/or OWNERS and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the MASTER ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6. Officers.

6.1 Positions and Qualifications. The Officers of the MASTER ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the BOARD and may be pre-emptively removed from office with or without cause by vote of the BOARD at any meeting by concurrence of a majority of the members of the BOARD. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the MASTER ASSOCIATION. Each Officer shall hold office until his or her successor shall have been elected, qualified, or until his or her death, resignation, or removal.

6.2 Resignation. Any Officer of the MASTER ASSOCIATION may resign at any time by giving written notice of his or her resignation to any member of the BOARD, the President or the Secretary. Any resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause shall be filled in the manner prescribed in these Bylaws for the regular election or appointment of such office.

6.4 The President. The President shall be the chief executive officer of the MASTER ASSOCIATION. He or she shall have all of the powers and duties which are usually

vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees to assist in the conduct of the affairs of the MASTER ASSOCIATION.

6.5 The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He or she shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.6 The Secretary. The Secretary shall be responsible for preparing and keeping the minutes of all proceedings of the BOARD and the MEMBERS. He or she shall be responsible for attending to the giving and serving of all notices to the MEMBERS and the members of the BOARD and other notices required by law. He or she shall have custody of the seal of the MASTER ASSOCIATION and affix the same to instruments requiring a seal. He or she shall keep the records of the MASTER ASSOCIATION, except those of the Treasurer, and shall perform or direct performance of all other duties incident to the office of Secretary of the MASTER ASSOCIATION, and as may be required by the BOARD or the President.

6.7 The Treasurer. The Treasurer shall have custody of all property of the MASTER ASSOCIATION, including funds, securities, and evidences of indebtedness. He or she shall oversee the keeping of books of account for the MASTER ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He or she shall cause a Treasurer's Report to be submitted to the BOARD at reasonable intervals and shall perform or cause to be performed all other duties incident to the office of Treasurer. He or she shall collect, or direct collection of, all Assessments and shall report promptly to the BOARD the status of collections.

6.8 Compensation. The Officers of the MASTER ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, this provision shall not preclude the BOARD from employing an Officer as an employee of the MASTER ASSOCIATION and compensating such employee, nor shall it preclude the MASTER ASSOCIATION from contracting with an Officer for the management of the Common Areas or any portion thereof, or for the provision of services to the MASTER ASSOCIATION, including, but not limited to, engineering, architectural, planning, landscape planning, accounting or legal services, and in either such event to pay such Officer a reasonable fee for such management or provision of services.

7. Finances and Assessments.

7.1 Adoption of the Budget.

7.1.1 By October 31st of each year, or as soon thereafter as is reasonably possible, the BOARD shall adopt a budget for the, next fiscal year, necessary to defray the Common Expenses of the MASTER ASSOCIATION for such fiscal year as set out in the Declaration. The Common Expenses of the MASTER ASSOCIATION shall include all expenses of any kind or nature whatsoever anticipated to be incurred, by the MASTER ASSOCIATION for the next fiscal year. In the event the BOARD fails to adopt an annual budget for any year, the prior

year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the Common Expenses of the MASTER ASSOCIATION for the fiscal year in which the adopted budget applies, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

7.2 Assessments and Assessment Roll.

7.2.1 Pursuant to the terms of the Declaration, the BOARD shall fix and determine the amount and frequency of the MEMBERS' Assessments for Common Expenses. Such Assessments shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operation expenses and for all of the unpaid operating expenses previously incurred. Any periodic Assessments for Common Expenses, whether quarterly, monthly, or otherwise, shall be equal unless the BOARD determines unequal Assessments are required to provide funds in advance for the expenses of the MASTER ASSOCIATION. As soon as practicable after the determination of the Assessments for Common Expenses, the MASTER ASSOCIATION shall notify each MEMBER, in writing, of the amount, frequency and due date of such MEMBERS' Assessments, provided, however, that no Assessment shall be due in less than ten (10) days from the date of such notification.

7.2.2 In the event the expenditure of funds by the MASTER ASSOCIATION is required that cannot be paid from the Assessments for Common Expenses, the BOARD may make Assessments in the manner as set out in the Declaration.

7.2.3 The MASTER ASSOCIATION shall maintain an Assessment roll for each MEMBER, designating the name and current mailing address of the MEMBER, the amount of each Assessment payable by such MEMBER, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the MEMBER, and the balance due.

7.3 Depositories. The funds of the MASTER ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, members of the BOARD or other persons as may be designated by the BOARD.

7.4 Application of Payments and Commingling of Funds. All sums collected by the MASTER ASSOCIATION from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the BOARD. Reserve Funds shall be deposited in separate interest bearing accounts.

8. Parliamentary Rules.

8.1 Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of MEMBERS when not in conflict with the Governing Documents.

9. Amendments.

9.1 Initiation. A proposal to amend these Bylaws may be proposed by a majority of the members of the BOARD or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the MASTER ASSOCIATION.

9.2 Board Resolution. The BOARD must adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the MEMBERS, which may be an annual or a special meeting

9.3 Notice. Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment shall be given to every MEMBER entitled to vote at such meeting.

9.4 Adoption of Amendments. The proposed amendment shall be adopted upon receiving not less than a majority of the total MEMBER votes of the entire membership of the MASTER ASSOCIATION..

9.5 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS without approval by all of the MEMBERS.

9.6 Execution and Recording. No modification of, or amendment to, these Bylaws shall be valid unless recorded in the Public Records of Orange County, Florida either as an amendment to the DECLARATION or as a "stand-alone" instrument.

10. Rules and Regulations. The BOARD may, from time to time, adopt or amend previously adopted Rules and Regulations concerning the use of the Common Areas and concerning the use, operation and maintenance of other portions of the Property in order to further implement and carry out the intent of the Governing Documents. The BOARD shall make available to any MEMBER, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. Miscellaneous.

11.1 Tenses and Genders. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses wherever the context so requires.

11.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3 Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, and Bylaws, and the Rules and Regulations of the MASTER ASSOCIATION shall govern, in that order.

11.4 Captions. Captions are inserted herein only as a matter of convenience, and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

11.5 Waiver of Objections. The failure of the BOARD or any Officers of the MASTER ASSOCIATION to comply with any terms and provisions of the Governing Documents which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a MEMBER within thirty (30) days after the MEMBER is notified, or becomes aware of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all MEMBERS who received notice of the meeting and failed to object to such defect at the meeting.

[Certification follows on next page.]

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the METROWEST MASTER ASSOCIATION, INC., a Florida not for profit corporation,

THAT the foregoing Amended and Restated Bylaws constitute the original Amended and Restated Bylaws of the said MASTER ASSOCIATION,

THAT the Amended and Restated Articles were adopted by the approval of the MEMBERS of the MASTER ASSOCIATION effective as of May 31st, 2019, and

THAT the number of member votes cast for the Amended and Restated Articles was sufficient for approval.



Madeleine Francois, as Secretary of the METROWEST MASTER ASSOCIATION, INC., a Florida not for profit corporation

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was affirmed and acknowledged before me this 30th day of July, 2019, by Madeleine Francois, as Secretary of the METROWEST MASTER ASSOCIATION, INC., a Florida not for profit corporation. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Notary Public Signature

JULIE LEA SANCHEZ
(Name typed, printed or stamped)

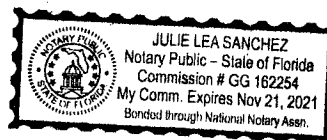


EXHIBIT "C"

**LEGAL DESCRIPTION
OF
PROPERTY**

Parcel 1:

METROWEST as per the plat thereof recorded in Plat Book 16, Pages 107, 108, 109 and 110, as amended by METROWEST REPLAT, as per the plat thereof recorded in Plat Book 16, Pages 115 and 116, all in the Public Records of Orange County, Florida.

Together with:

Parcel 2:

METROWEST TRACT 23, according to the plat thereof, recorded in Plat Book 20, Page 30, Public Records of Orange County, Florida.

Further together with:

Parcel 3:

The North 1/2 of the Southeast 1/4 of Section 36, Township 22 South, Range 28 East (less the East 960 feet thereof); also, the West 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 36 (less that part described as follows: Begin at the South 1/4 corner of said Section 36; run thence N.00°21'27"W. along the West line of the Southeast 1/4 of said Section 36 a distance of 1,173.07 feet; thence N.89°39'15"E. a distance of 323.75 feet; thence S00°22'08"E. a distance of 1,175.10 feet; thence N.83°59'34"W. a distance of 330 feet to the Point of Beginning).

ALSO:

That part of the East 7/8 of the South 1/2 of the Southeast 1/4 of said Section 36 (less the East 960 feet thereof) described as follows:

Begin at the Northwest corner of the East 7/8 of the South 1/2 of the Southeast 1/4 of said Section and run thence N.89°43'55"E. a distance of 1,348.09 feet; thence 300°26'56"E. a distance of 163.27 feet to the Point of Beginning S.89°39'15"W. a distance of 1,348.25 feet; thence N.00°22'08"W. a distance of 167.47 feet to the Point of Beginning.

ALSO:

The North 50 feet of Lots 8 and 19; all of Juanita Avenue to the North of said Lots 8 and 19, and the North 50 feet of Winona Drive (also known as Hudson Street) lying South of the Northerly

boundary of said Lots 8 and 19; all according to the Plat of Hiawassa Heights, as recorded in Plat Book "J", Page 63, of the Public Records of Orange County, Florida.

ALSO:

Lots 2 through 7 and Lots 20 through 26, inclusive, Hiawassa Heights, as recorded in Plat Book "J", Page 63, of the Public Records of Orange County, Florida.

Further together with:

Parcel 4:

METROWEST, UNIT TWO, according to the plat thereof recorded in Plat Book 20, Pages 142 through 145, Public Records of Orange County, Florida.

EXHIBIT "D"

COPY

OF

WATER MANAGEMENT DISTRICT PERMIT

FORM 0113
Rev. 5/84South Florida
Water Management DistrictSURFACE WATER MANAGEMENT PERMIT NO. 48-00265-S

(NON-ASSIGNABLE)

DATE ISSUED: August 8, 1985

AUTHORIZING: CONSTRUCTION AND OPERATION OF A WATER MANAGEMENT SYSTEM SERVING
263.46 ACRES OF ROADWAYS AND GOLF COURSE LANDS DISCHARGING INTO
TURKEY LAKE, SHINGLE CREEK AND LAKE HIAWASSEE.

LOCATED IN: ORANGE COUNTY, SECTION 1,2,3,12 TWP. 23S RGE. 28E

ISSUED TO: Debra, Incorporated
(MetroWest)
5104 North Orange Blossom Trail, Suite 110
Orlando, Florida 32810

This Permit is issued pursuant to Application for Permit No. 02195-B dated February 4, 19 85. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance, or use of any work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, as addressed by the staff report, is by reference made a part hereof.

This Permit may be revoked or modified at anytime pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

This Permit does not convey to Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by Permittee hereunder shall remain the property of the Permittee.

Within thirty (30) days after the completion of the construction of any work or structure relative to this permit, the Permittee shall file with the District a written statement of completion on the appropriate form provided by the Board.

SPECIAL CONDITIONS ARE AS FOLLOWS:

SEE SHEETS 2 AND 3 OF 4 - 14 PROJECT SPECIAL CONDITIONS.
SEE SHEET 4 OF 4 - 12 LIMITING CONDITIONS.

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

By Thomas E. Huser
Assistant Secretary

SHEET 1 OF 4

PERMIT NO. 48-00265-S
SHEET 2 OF 4

SPECIAL CONDITIONS

1. CALCULATIONS FOR THE 100-YEAR 3-DAY STORM SHALL BE SUBMITTED FOR INDIVIDUAL TRACTS AS CONSTRUCTION PERMITS ARE APPLIED FOR IN ORDER TO DETERMINE MINIMUM FINISHED FLOOR ELEVATIONS.
2. MINIMUM ROAD CROWN ELEVATIONS:

SUB-BASIN... FEET NGVD... SUB-BASIN... FEET NGVD

1a1	137.2	18e	110.8
1a2	139.0	18f	86.4
1b	133.1	18h	86.4
1c	123.0	18j	112.8
2a	137.1	19a	N/A
2b1	171.6	19c	106.7
2b2	157.0	19f	103.0
2b3	157.2	19g	128.1
4	122.6	19k	86.4
5	85.1	19l	87.9
6a	86.4	20a	105.4
6c	93.6	20b	86.4
6d	91.5	20c	86.4
7a	103.8	20c1	87.9
7b	86.4	20c2	87.9
8b1	103.8	20e	103.8
8b2	86.4	19h	N/A
13	105.4	20h	112.8
14	99.6	18g	95.5
15	N/A	19d	95.5
16	103.8	19b	N/A
18b	91.7	19e	N/A
18b1	91.7	19j	N/A
18b2	91.7	19m	N/A
18b3	91.7	19n	N/A
18c	101.7	19o	N/A
18d	112.0	19p	N/A

3. DISCHARGE FACILITIES:
BASIN 6C: 1-8.0' WIDE WEIR WITH A CREST AT ELEVATION 92.5' NGVD.

CONTROL ELEVATION: 8.0' NGVD

RECEIVING WATER: TURKEY LAKE

BASIN 19C: 370 LF OF 2-42" DIAMETER RCP CULVERTS.

CONTROL ELEVATION: 106.0' NGVD

RECEIVING WATER: LAKE HIAWASSEE

BASIN 19G: 304 LF OF 2-42" DIAMETER RCP CULVERTS.

CONTROL ELEVATION: 125.0' NGVD

PERMIT NO. 48-00265-S
SHEET 3 OF 4

RECEIVING WATER: BASIN 19C

BASIN 19L: 1-8.0' WIDE WEIR WITH A CREST AT ELEVATION 82.5' NGVD.

CONTROL ELEVATION: 83.5 NGVD

RECEIVING WATER: LAKE HIAWASSEE

4. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AN APPROVED FILL DREDGE AND FILL PERMIT SHALL BE SUBMITTED TO THIS DISTRICT.
5. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF FUTURE PHASES, PAVING, GRADING AND DRAINAGE PLANS SHALL BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
6. ALL DRY DETENTION AREAS SHALL HAVE A MECHANISM FOR RETURNING THE GROUNDWATER LEVEL IN THE AREA TO THE CONTROL ELEVATION. DETAILS SHALL BE SUBMITTED PRIOR TO THE ISSUANCE OF CONSTRUCTION AND OPERATION PERMITS FOR REVIEW AND APPROVAL FOR SUCH AREAS.
7. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
8. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
9. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
10. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF A MASTER ASSOCIATION.
11. ALL FINAL OUTFALL STRUCTURES SHALL DISCHARGE VIA SHEETFLOW SPREADER SWALES THAT REDUCE VELOCITIES TO 1 FPS OR BELOW. DETAILS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF CONSTRUCTION AND OPERATION PERMITS.
12. DETAILS OF ALL CONTROL STRUCTURES SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF CONSTRUCTION AND OPERATION PERMITS FOR THEM. ALL CONTROL STRUCTURES SHALL BE BAFLED.
13. THE APPLICANT SHALL PROVIDE THE SFMWD STAFF THE OPPORTUNITY TO REVIEW DRAINAGE PLANS FOR ANY PROJECTS LOCATED WITHIN THE 545 ACRES IN SFMWD WHICH ULTIMATELY DISCHARGE TO THE ST. JOHNS RIVER BASIN.
14. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.

PERMIT NO. 48-00205-S
SHEET 4 OF 4

LIMITING CONDITIONS

1. THE PERMITTEE SHALL PROSECUTE THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE SHALL BE SUBMITTED TO THE DISTRICT AS REQUIRED. PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 17-3. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA AS REQUIRED, ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THE PERMITTEE SHALL COMPLY WITH ALL APPLICABLE LOCAL SUBDIVISION REGULATIONS AND OTHER LOCAL REQUIREMENTS. IN ADDITION THE PERMITTEE SHALL OBTAIN ALL NECESSARY FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY CONSTRUCTION OR ALTERATION OF WORKS AUTHORIZED BY THIS PERMIT.
4. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE UNTIL A FLORIDA REGISTERED PROFESSIONAL ENGINEER CERTIFIES THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE DESIGN APPROVED BY THE DISTRICT. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE SHALL SUBMIT THE CERTIFICATION AND NOTIFY THE DISTRICT THAT THE FACILITIES ARE READY FOR INSPECTION AND APPROVAL. UPON APPROVAL OF THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE ENTITY APPROVED BY THE DISTRICT.
5. ALL ROADS SHALL BE SET AT OR ABOVE ELEVATIONS REQUIRED BY THE APPLICABLE LOCAL GOVERNMENT FLOOD CRITERIA.
6. ALL BUILDING FLOORS SHALL BE SET AT OR ABOVE ELEVATIONS ACCEPTABLE TO THE APPLICABLE LOCAL GOVERNMENT.
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT SHALL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT. NO ROADWAY OR BUILDING CONSTRUCTION SHALL COMMENCE ON-SITE UNTIL COMPLETION OF THE PERMITTED DISCHARGE STRUCTURE AND DETENTION AREAS. WATER DISCHARGED FROM THE PROJECT SHALL BE THROUGH STRUCTURES HAVING A MECHANISM SUITABLE FOR REGULATING UPSTREAM WATER STAGES. STAGES MAY BE SUBJECT TO OPERATING SCHEDULES SATISFACTORY TO THE DISTRICT.
8. NO CONSTRUCTION AUTHORIZED HEREIN SHALL COMMENCE UNTIL A RESPONSIBLE ENTITY ACCEPTABLE TO THE DISTRICT HAS BEEN ESTABLISHED AND HAS AGREED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN. UPON RECEIPT OF WRITTEN EVIDENCE OF THE SATISFACTION OF THIS CONDITION, THE DISTRICT WILL ISSUE AN AUTHORIZATION TO COMMENCE CONSTRUCTION.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.
10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. IT IS ALSO THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
12. PRIOR TO DEWATERING, PLANS SHALL BE SUBMITTED TO THE DISTRICT FOR APPROVAL. INFORMATION SHALL INCLUDE AS A MINIMUM: PUMP SIZES, LOCATIONS AND HOURS OF OPERATION FOR EACH PUMP. IF OFF-SITE DISCHARGE IS PROPOSED, OR OFF-SITE ADVERSE IMPACTS ARE EVIDENT, AN INDIVIDUAL WATER USE PERMIT MAY BE REQUIRED. THE PERMITTEE IS CAUTIONED THAT SEVERAL MONTHS MAY BE REQUIRED FOR CONSIDERATION OF THE WATER USE PERMIT APPLICATION.

EXHIBIT "E"**DESCRIPTION****OF****PRIOR DECLARATION**

That certain Master Declaration of Protective Covenants and Restrictions for MetroWest recorded March 13, 1986 in Official Records Book 3759, Page 2756; as affected by that certain Assignment Concerning Transfer of Responsibilities recorded September 17, 1986 in Official Records Book 3820, Page 4314; as supplemented by that certain Supplement No. 1 to the Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded August 20, 1987 in Official Records Book 3913, Page 2944; as further supplemented by that certain Supplement No. 2 to the Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded November 17, 1987 in Official Records Book 3936, Page 4185, and as further supplemented by that certain Supplement No. 3 to the Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded March 28, 1988 in Official Records Book 3968, Page 1279; as amended by that certain First Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded August 30, 1996 in Official Records Book 5114, Page 1077; as affected by that certain Assignment and Assumption of Declarant's Rights and Obligations (MetroWest) recorded October 25, 2000 in Official Records Book 6115, Page 4273; as amended by that certain Second Amendment to the Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded February 8, 2001 in Official Records Book 6189, Page 2476; as affected by that certain Assignment and Assumption of Declarant's Rights and Obligations (MetroWest) recorded January 19, 2005 in Official Records Book 7786, Page 2805; as amended by that certain Third Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded February 8, 2006 in Official Records Book 8471, Page 1428; as affected by that certain Assignment and Assumption of Declarant's Rights and Obligations (MetroWest) recorded July 30, 2009 in Official Records Book 9910, Page 3782; as amended by that certain Fourth Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded January 15, 2010 in Official Records Book 9989, Page 1602, as affected by that certain Final Judgment recorded October 13, 2015 in Official Records Book 10996, Page 4239; and as affected by that certain Assignment and Assumption of Declarant's Rights and Obligations (MetroWest) recorded December 3, 2012 in Official Records Book 10482, Page 0818; and as amended by that certain Fifth Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded September 23, 2014 in Official Records Book 10808, Page 8087; as affected by that certain Certificate of Termination of Interest in MetroWest effectively dated October 1, 2014 and recorded October 2, 2014 in Official Records Book 10814, Page 1010, all of the Public Records of Orange County, Florida.