

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)

