

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Robin Uricchio, Esquire
BYRD CAMPBELL, P.A.
180 Park Avenue North, Ste 2A
Winter Park, FL 32789



MARKETABLE RECORD TITLE ACT NOTICE

METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter referred to as the "Association"), is a homeowner's association subject to Chapter 720, Florida Statutes. The Association hereby certifies that preservation of the covenants or restrictions affecting the land identified hereinafter has been approved by a two-thirds vote of the Association's Board of Directors at a meeting at which a quorum of the Board was present, prior to which the Statement of Marketable Title Action (the "Statement") was mailed or hand delivered to the members and/or lot owners of the Association, along with due notice of the time and place of said meeting. The Association hereby preserves the covenants or restrictions imposed on the land affected by filing this Marketable Record Title Act Notice (the "Notice") as follows:

1. **ASSOCIATION:**

The name and post office address of the Association desiring to preserve the covenants or restrictions is as follows:

MetroWest Master Association, Inc.
2121 S. Hiawassee Road, Suite 132
Orlando, FL 32835

2. **AFFIDAVIT OF MAILING OR HAND DELIVERY OF STATEMENT OF MARKETABLE TITLE ACTION:**

The Affidavit of an appropriate Member of the Board of Directors of the Association is attached hereto as Exhibit "1" affirming that the Association's Board of Directors caused the statement to be mailed or hand delivered to the members/lot owners of the Association at least seven (7) days prior to and again following the meeting of the Board of Directors, at which at least two-thirds of the members of the Board of Directors of the Association voted to approve the preservation of covenants or restrictions, as set forth in this Notice. The Affidavit is attached hereto as Exhibit "1" with the Statement attached thereto as Exhibit "A."

3. **LAND AFFECTED:**

The legal description of the land affected by this notice and subject to the covenants or restrictions (the "Land") is set forth on the plat(s) filed in the Public Records of Orange County, Florida (the "Plat(s)") as follows:

<u>Plat(s)</u>	<u>Plat Book</u>	<u>Pages</u>
METROWEST	16	107-110
METROWEST REPLAT	16	115-116

A copy of the Plats are attached hereto as Composite Exhibit "2."

4. **COVENANTS OR RESTRICTIONS BEING PRESERVED WHICH AFFECT THE LAND:**

The covenants or restrictions being preserved are set forth on the Plat(s) and in the governing documents identified hereinafter as (the "Governing Documents"). Copies of the Governing Documents containing the covenants or restrictions being preserved are recorded in the Public Records of Orange County, Florida, as follow(s):

<u>Document</u>	<u>Official Records Book</u>	<u>Page</u>
Master Declaration of Protective Covenants and Restrictions for MetroWest	3759	2756
Supplement No.1 to the Master Declaration of Protective Covenants and Restrictions for MetroWest	3913	2944
Supplement No.2 to the Master Declaration of Protective Covenants and Restrictions for MetroWest	3936	4185
Supplement No.3 to the Master Declaration of Protective Covenants and Restrictions for MetroWest	3968	1279
First Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest	5114	1077
Second Amendment to the Master Declaration of Protective Covenants and Restrictions for MetroWest	6189	2476
Third Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest	08471	1428
Fourth Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest	9989	1602
Fifth Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest	10808	8087
Bylaws of MetroWest Master Association, Inc.	3759	2840
First Amendment to the MWMA Bylaws	10187	2421
Second Amendment to the MWMA Bylaws	10193	5113

Third Amendment to the MWMA Bylaws	10110	4087
Fourth Amendment to the MWMA Bylaws	10528	8620
Fifth Amendment to the MWMA Bylaws	10539	7015
Sixth Amendment to the MWMA Bylaws	10543	4678
Seventh Amendment to the MWMA Bylaws	10808	8079
Eighth Amendment to the MWMA Bylaws	10812	1558
Articles of Incorporation of MetroWest Master Association, Inc.	3759	2823
Rule and Regulations of MetroWest Master Association, Inc.	10808	8081
REVISED Rules and Regulations of MetroWest Master Association, Inc.	10959	5871
Amended Rules and Regulations of MetroWest Master Association Inc.	10916	8004

A copy of these Governing Documents are attached hereto as Composite Exhibit "3".

By and through its undersigned authorized representative and pursuant to Chapter 712, Florida Statutes, the Association does hereby preserve and extend for the maximum duration permitted by law the covenants or restrictions imposed on the Land affected by this Notice.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 24th day of February, 2016.

Signed, Sealed and Delivered
In the Presence of:

Heidi Maskell
Witness Signature

Heidi Maskell
Print Name of witness

METROWEST MASTER ASSOCIATION, INC.,
a Florida corporation

By:


(Sign)

Jim DRAYTON
(Print)

President, MetroWest Master Association, Inc.

Heidi Maskell
Witness Signature

Heidi maskell
Print Name of witness

Attest: 
(Sign)

STINA D'UVA
(Print)

Secretary, MetroWest Master Association, Inc.

STATE OF FLORIDA
COUNTY OF ORANGE

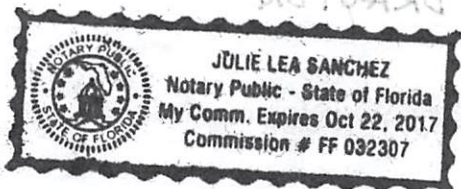
The foregoing was acknowledged before me this 24th day of February, 2016,
by JIM DRAYTON, as President of METROWEST MASTER
ASSOCIATION, INC., a Florida corporation, [☒] who is personally known to me or [☐] who produced
_____ as identification.




NOTARY PUBLIC - STATE OF FLORIDA
Notary Seal
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this 24th day of February, 2016,
by STINA D'UVA, as Secretary of METROWEST MASTER
ASSOCIATION, INC., a Florida corporation, [☒] who is personally known to me or [☐] who produced
_____ as identification.





NOTARY PUBLIC - STATE OF FLORIDA
Notary Seal
My Commission Expires:

Exhibit "I"

**AFFIDAVIT OF MAILING OR HAND DELIVERY
OF STATEMENT OF MARKETABLE TITLE ACTION**

STATE OF FLORIDA
COUNTY OF ORANGE

Before me the undersigned authority on this date personally appeared
STINA D'UVA, who after being duly sworn, deposes and says:

1. Affiant is the Secretary and a Director of Metrowest Master Association, Inc. (the "Association"), is an appropriate member of the Board of Directors of the Association (the "Board") to execute the Affidavit on behalf of the Association and has personal knowledge of all matters set forth in this Affidavit.
2. Affiant affirms that notice of the meeting of the Board at which the Board was to decide whether to approve preservation of covenants or restrictions set forth in certain documents was furnished to the members and/or lot owners by mail or hand delivery not less than seven (7) days prior to the date of such meeting. The notice of the meeting of the Board stated the time and place of the meeting and had attached thereto a copy of a document identified as the Statement of Marketable Title Action (the "Statement") which the Board was to consider for approval.
3. Affiant affirms that attached to this Affidavit as Exhibit "A" is a copy of the form of the Statement which was mailed or hand-delivered to members and/or lot owners of the Association as an attachment to the Notice of the meeting of the Board.

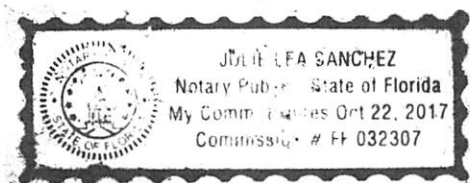
Further Affiant Sayeth Not.

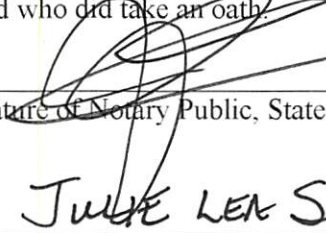

(Sign)

STINA D'UVA, Secretary
(Print)

The foregoing Affidavit was sworn to and subscribed before me on this 24th day of February, 2016 by STINA D'UVA acting as Secretary and as a Director of Metrowest Master Association, Inc., and this person is personally known to me or has produced as identification and who did take an oath.

Notary Seal




Signature of Notary Public, State of Florida

JULIE LEA SANCHEZ
Print, type, or Stamp Commissioned Name of Notary Public



STATEMENT OF MARKETABLE TITLE ACTION

METROWEST MASTER ASSOCIATION, INC., (the "Association") has taken action to ensure that the following documents, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence or business, as applicable.

<u>Document</u>	<u>Official Records Book</u> <u>Page</u>	
Master Declaration of Protective Covenants and Restrictions for MetroWest	3759	2756
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REVISED Rules and Regulations of MetroWest Master Association, Inc.	10959	5871
Amended Rules and Regulations of MetroWest Master Association Inc.	10916	8004

To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Orange County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Dated and Mailed this 24th day of February, 2016

METROWEST MASTER ASSOCIATION, INC.

BY: 
(Sign)

STINA D'UVA, Secretary
(Print)



METROWEST MASTER ASSOCIATION, INC.
A Corporation Not-for-Profit

NOTICE TO ASSOCIATION AND BOARD MEMBERS
OF
MEETING OF BOARD OF DIRECTORS

Notice is hereby given that a meeting of the Board of Directors of Metrowest Master Association, Inc., will be held at the following date, time and place:

Date of Meeting: February 24, 2016
Time of Meeting: 6:00 p.m.
Place of Meeting: MetroWest Headquarters
2121 S. Hiawasse Road, Suite #132
Orlando, FL 32835

AGENDA

The order of business of the regular meeting of the Board of Directors shall be as follows:

- I. ESTABLISH A QUORUM
- II. CALL TO ORDER/ PROOF OF NOTICE
- III. SECRETARY – Appoint Secretary for the Meeting for the sole purpose of taking the Minutes of the Organization.
- IV. ORDER – We will follow Robert’s Rules of Order, incorporating Board-approved amendments to Board meeting structure
- V. PUBLIC COMMENTS TO AGENDA ITEMS
- VI. CONSENT AGENDA
 - a. Ratify 1/20/2016 Board Approval of HLDSMB Fine
 - b. Ratify 1/27/2016 Board Approval of CIS Trademark License Agreement
- VII. READING OF MINUTES OF PREVIOUS MEETING(S)
 - a. Approval of 01/19/2016 Board Meeting Minutes
- VIII. NEW BUSINESS
 - a. Statement of Marketable Title Action
 - b. Revised 1/20/2016 Development Guidelines Site Signage
 - c. VPCPOA Westpointe Blvd Roadway
 - d. VPCPOA Irrigation MOU Tie-In/Tract K sold to Veranda Park 2 Guys
 - e. MWMA Off-Duty Officer Help w/MetroWest Elementary Traffic
- IX. ADJOURN

DATE AND MAILED: **February 12, 2016**
(not less than seven (7) days prior to the scheduled meeting date).

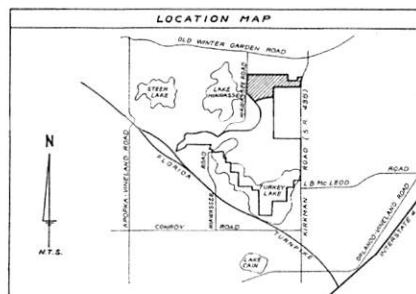
See Grand Terrace at MetroWest
Plat Book 16, Page 115
Recorded 7/19/86
Replating a Portion of Plat

METRO WEST REPLAT

BEING A REPLAT OF TRACTS 11 & 12, METROWEST
PLAT BOOK 16, PAGES 107, 108, 109 & 110
SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

SEE A REPLAT OF LOT 7 METROWEST REPLAT PLAT 20 PAGE 13 REPLATING PLAT
SEE METROWEST TRACT 12, LOT 6 & 31 6032 REPLATING PLAT.

BEGIN AT THE NORTHWEST CORNER OF TRACT 11, METROWEST, AS RECORDED IN PLAT BOOK 16, PAGES 107-110. PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. RUN THENCE N89°50'51"E. A DISTANCE OF 1009.39 FEET; THENCE N09°40'58"E. A DISTANCE OF 1324.40 FEET TO THE NORTHEAST CORNER OF SAID TRACT 11. SAID POINT BEING THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST; THENCE S00°04'10"E. ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4. A DISTANCE OF 682.49 FEET TO THE NORTHWEST CORNER OF TRACT 12 OF SAID METROWEST; THENCE S89°57'10"E. ALONG THE NORTH LINE OF SAID TRACT 12. A DISTANCE OF 741.97 FEET; THENCE N01°31'11"W. A DISTANCE OF 333.17 FEET; THENCE S89°46'39"E. A DISTANCE OF 685.73 FEET TO THE NORTHEAST CORNER OF SAID TRACT 12. SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF KIRKMAN ROAD (S. R. 530). AND ALSO BEING ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 15°29'57" AND A RADIUS OF 2964.93 FEET; THENCE FROM A TANGENT BEARING OF S15°02'49"W. RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE, A DISTANCE OF 802.05 FEET TO THE POINT OF TANGENCY; THENCE S00°27'03"W. A DISTANCE OF 164.08 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36. THENCE S89°39'15"W. A DISTANCE OF 2030.48 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 36. THENCE S00°21'51"E. ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36. A DISTANCE OF 851.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE, RALEIGH STREET, AS RECORDED IN PLAT BOOK 16, PAGES 107-110. PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 18°40'48" AND A RADIUS OF 1039.63 FEET; THENCE FROM A TANGENT BEARING OF S89°39'21"W. RUN WESTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE A DISTANCE OF 357.09 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND SAID CURVE, RUN N25°07'01"W. A DISTANCE OF 1158.66 FEET; THENCE N16°54'04"W. A DISTANCE OF 606.39 FEET; THENCE N00°07'29"W. A DISTANCE OF 601.14 FEET TO THE POINT OF BEGINNING. CONTAINING 101.973 ACRES MORE OR LESS.



SEE PLAT-ANGE BY CITY OF ORLANDO RECORDED IN PLAT BOOK 16, PAGE 115, 116
JULY 19, 1985, MAY 20, 1985, CREATING A PORTION OF A
LARGE TRACT.

SHEET 1 OF 2

PLAT BOOK	16	PAGE	115
METRO WEST REPLAT DEDICATION			
<p>KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the use and purposes therein expressed and dedicates the streets and easements shown herein to the perpetual use of the public, and...</p> <p>IN WITNESS WHEREOF, we caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on December 10, 1985.</p> <p><i>Robert H. Long</i> Robert H. Long, Vice President</p> <p><i>William A. Moore</i> William A. Moore, Secretary</p>			
<p>STATE OF FLORIDA, COUNTY OF ORANGE</p> <p>THIS IS TO CERTIFY, that on December 10, 1985 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Robert H. Long and William A. Moore, respectively, Vice President and Secretary of the above named corporation incorporated under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereto duly authorized, that the official seal of said corporation is duly affixed thereto, and that the said Dedication is the act and deed of said corporation.</p> <p>IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.</p> <p><i>William A. Moore</i> Notary Public My Commission Expires April 17, 1991</p>			
<p>CERTIFICATE OF SURVEYOR</p> <p>KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on December 9, 1985, he completed the survey of the lands as shown in the foregoing plat or plan, that said plat or plan is a correct representation of the lands thereon described and plotted in accordance with the survey, that permanent reference monuments have been placed on those corners as required by Chapter 177, Florida Statutes, and that said land is located in ORANGE COUNTY, FLORIDA.</p> <p>Dated, December 9, 1985.</p> <p><i>Robert H. Long</i> Robert H. Long, Surveyor, Registration No. 3241</p>			
<p>CERTIFICATE OF APPROVAL BY MUNICIPALITY</p> <p>THIS IS TO CERTIFY, that on October 18, 1985, the Orlando City Council approved the foregoing plat.</p> <p><i>Margaret Johnson</i> Mayor</p> <p><i>Jay W. Craig</i> City Clerk</p>			
<p>CERTIFICATE OF APPROVAL BY MUNICIPAL PLANNING BOARD</p> <p>THIS IS TO CERTIFY, that on December 29, 1985, the Planning Board of the above Municipality approved the foregoing plat.</p> <p><i>James Paul Smith</i> Chairman</p>			
<p>CERTIFICATE OF COUNTY COMPTROLLER</p> <p>I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on DECEMBER 10, 1985 at 3:00 P.M. File No. 222510</p> <p><i>Thomas H. Lecker</i> County Comptroller In and for Orange County, Fla.</p> <p>BY <i>W. C. Thompson</i> Deputy</p>			

howyer-singleton & associates
100 N. W. 1st Street
Suite 100
Fort Lauderdale, FL 33301
(305) 444-7701

SEE A RE PLAT OF LOT 7 NORTHWEST 1/4 PLAT 20 PAGE 13 RELATING PLAT

SHEET 2 OF 2



See Metrowest Unit Four Subdiv Plat 27 Page 129
 Plat Book 16 Page 107
 Recorded 10/14/85, 2-007
 Replatting a Portion of Plat

SEE METROWEST UNIT FOUR SUBDIV PLAT 27 PAGE 129
 REPLATTING TOWNSHIPS 2, 4, 5 AND 11

SEE METROWEST TRACT 1, LOT 6 PLAT 21 PAGE 146 REPLATTING
 A PORTION OF PLAT

SEE METROWEST TRACT 1 LOT 7 PLAT 34 PAGE 150
 REPLATTING A PORTION OF PLAT

Metrowest

SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST
 SECTIONS 1, 2, 3, 11 & 12, TOWNSHIP 23 SOUTH, RANGE 28 EAST
 CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

SEE METROWEST TRACT 1 LOT 7 PLAT 34 PAGE 150
 SEE A REPLAT OF TRACT 1 METROWEST PLAT 15 PAGE 11
 SEE A REPLAT OF TRACT 1 METROWEST PLAT 15 PAGE 11
 SEE A REPLAT OF TRACT 1 METROWEST PLAT 15 PAGE 11
 SEE A REPLAT OF TRACT 1 METROWEST PLAT 15 PAGE 11

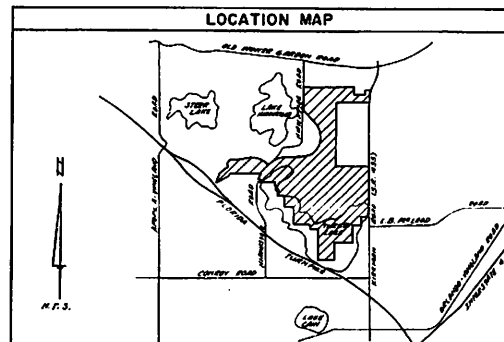
SEE A REPLAT OF TRACT 1 METROWEST PLAT 15 PAGE 11
 SEE METROWEST UNIT TWO PLAT 20 PAGE 145, REPLATTING TRACT 15

DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 28 EAST, RUN N89°44'22"W, ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 100.04 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KIRKMAN ROAD (S. R. NO. 430) FOR A POINT OF BEGINNING; THENCE S80°13'25"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 808.08 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE N89°03'15"W, ALONG SAID SOUTH LINE, A DISTANCE OF 889.89 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE S80°01'07"E, A DISTANCE OF 882.83 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE N89°23'18"W, A DISTANCE OF 887.90 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE S80°15'30"E, A DISTANCE OF 1233.00 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE S89°58'08"W, A DISTANCE OF 1304.83 FEET TO THE NORTH EAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE S80°43'52"E, A DISTANCE OF 1332.14 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE S89°03'30"E, A DISTANCE OF 1334.73 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE S80°28'44"W, A DISTANCE OF 1332.82 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE S80°23'08"W, A DISTANCE OF 1008.20 FEET; THENCE S88°44'17"W, A DISTANCE OF 883.07 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE S89°58'08"W, A DISTANCE OF 334.11 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE S89°58'08"W, A DISTANCE OF 882.89 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 28 EAST; THENCE S89°01'04"W, A DISTANCE OF 889.38 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11; THENCE S89°01'04"W, A DISTANCE OF 889.38 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11; THENCE S89°45'31"W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 28 EAST, A DISTANCE OF 887.80 FEET; THENCE S80°18'21"W, A DISTANCE OF 887.83 FEET; THENCE S89°45'09"W, A DISTANCE OF 480.00 FEET; THENCE S80°18'21"W, A DISTANCE OF 440.00 FEET; THENCE S89°59'01"W, A DISTANCE OF 82.84 FEET; THENCE S89°58'08"W, A DISTANCE OF 882.89 FEET; THENCE S89°58'08"W, A DISTANCE OF 108.78 FEET; THENCE S89°18'17"W, A DISTANCE OF 108.33 FEET; THENCE S89°18'17"W, A DISTANCE OF 171.81 FEET; THENCE S80°08'31"W, A DISTANCE OF 188.80 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 825.45 FEET OF THE NORTH 1/4 OF SAID SECTION 12; THENCE S89°47'82"W, A DISTANCE OF 730.48 FEET TO A POINT ON THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 12; THENCE S89°47'04"W, ALONG THE NORTH LINE OF THE SOUTH 825.45 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12, A DISTANCE OF 847.22 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF KIRKMAN ROAD, SAID POINT BEING ON A CURVE, CONCAVE EASTWARD, HAVING A CENTRAL ANGLE OF 61°00'18" AND A RADIUS OF 1910.10 FEET; THENCE FROM A TANGENT BEARING OF N42°48'46"E, RUN NORTHEAST ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 33.43 FEET; THENCE DEPARTING SAID CURVE AND SAID RIGHT-OF-WAY LINE, RUN N89°47'04"E, A DISTANCE OF 881.71 FEET; THENCE S80°17'12"W, A DISTANCE OF 225.30 FEET TO A POINT 811-UNITED 380.00 FEET WEST AND 441.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE S89°40'10"W, A DISTANCE OF 827.70 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF KIRKMAN ROAD, SAID POINT BEING ON A CURVE, CONCAVE SOUTHEASTWARD, HAVING A CENTRAL ANGLE OF 14°31'18" AND A RADIUS OF 1819.18 FEET; THENCE FROM A TANGENT BEARING OF N18°58'58"E, RUN NORTHEAST ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 484.48 FEET TO A POINT ON THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 12; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND SAID CURVE, RUN S89°48'10"W, A DISTANCE OF 225.01 FEET TO THE SOUTHEAST CORNER OF

THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 28 EAST; THENCE CONTINUE S89°48'10"W, A DISTANCE OF 30.00 FEET; THENCE S44°21'30"W, A DISTANCE OF 828.08 FEET; THENCE S84°34'48"W, A DISTANCE OF 803.43 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTWARD, HAVING A CENTRAL ANGLE OF 90°23'53" AND A RADIUS OF 7250.44 FEET; THENCE FROM A TANGENT BEARING OF S05°03'10"W, RUN NORTHEAST ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.00 FEET; THENCE DEPARTING SAID CURVE, RUN N89°00'27"E, A DISTANCE OF 778.47 FEET; THENCE S82°02'38"E, A DISTANCE OF 841.34 FEET; THENCE N17°14'54"W, A DISTANCE OF 228.00 FEET; THENCE N31°34'43"E, A DISTANCE OF 391.77 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTWARD, HAVING A CENTRAL ANGLE OF 42°30'57" AND A RADIUS OF 1141.00 FEET; THENCE FROM A TANGENT BEARING OF S87°09'12"E, RUN EASTWARD ALONG THE ARC OF SAID CURVE, A DISTANCE OF 847.71 FEET TO THE POINT OF TANGENCY; THENCE N89°07'50"E, A DISTANCE OF 87.80 FEET; THENCE S80°28'10"W, A DISTANCE OF 130.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 67°40'00" AND A RADIUS OF 1729.88 FEET; THENCE FROM A TANGENT BEARING OF S07°07'08"E, RUN EASTWARD ALONG THE ARC OF SAID CURVE, A DISTANCE OF 8027.01 FEET TO THE POINT OF TANGENCY; THENCE S45°47'10"E, A DISTANCE OF 130.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTWARD, HAVING A CENTRAL ANGLE OF 87°50'04" AND A RADIUS OF 15.00 FEET; THENCE RUN EASTWARD, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTWARD, HAVING A CENTRAL ANGLE OF 40°23'27" AND A RADIUS OF 2521.48 FEET; THENCE RUN NORTHEASTWARD ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1889.84 FEET TO THE POINT OF TANGENCY; THENCE S80°18'21"W, A DISTANCE OF 732.30 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTWARD, HAVING A CENTRAL ANGLE OF 134°48'20" AND A RADIUS OF 1582.03 FEET; THENCE RUN NORTHEAST ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3875.18 FEET TO THE POINT OF TANGENCY; THENCE S44°21'30"W, A DISTANCE OF 734.30 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTWARD, HAVING A CENTRAL ANGLE OF 87°45'51" AND A RADIUS OF 1831.00 FEET; THENCE RUN NORTHEASTWARD ALONG THE ARC OF SAID CURVE, A DISTANCE OF 723.29 FEET TO A POINT ON THE EAST-ONLY RIGHT-OF-WAY LINE OF KIRKMAN ROAD; THENCE S80°03'08"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 180.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 28 EAST; THENCE S80°01'04"W, A DISTANCE OF 1338.13 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4 OF SECTION 36; THENCE N89°01'04"W, A DISTANCE OF 2063.38 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N89°45'30"E, A DISTANCE OF 1334.48 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36; THENCE S80°04'15"E, A DISTANCE OF 882.48 FEET; THENCE S80°07'10"E, A DISTANCE OF 741.87 FEET; THENCE N01°31'11"W, A DISTANCE OF 853.17 FEET; THENCE S80°45'30"E, A DISTANCE OF 880.73 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF KIRKMAN ROAD (S. R. NO. 430), SAID POINT BEING ON A CURVE, CONCAVE EASTWARD, HAVING A CENTRAL ANGLE OF 15°19'10" AND A RADIUS OF 2084.83 FEET; THENCE FROM A TANGENT BEARING OF S10°05'05"E, RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 803.00 FEET TO THE POINT OF TANGENCY; THENCE S80°07'08"E, A DISTANCE OF 184.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE S89°38'18"W, A DISTANCE OF 2538.48 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 36; THENCE S80°11'52"E, A DISTANCE OF 1883.86 FEET TO NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 28 EAST; THENCE S80°03'48"E, A DISTANCE OF 1883.44 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE S89°54'30"E, ALONG THE NORTH LINE OF SAID SOUTH 1/4 OF SAID SECTION 1; THENCE S80°04'15"E, A DISTANCE OF 880.73 FEET TO THE POINT OF BEGINNING, CONTAINING 1319.211 ACRES MORE OR LESS.

LOCATION MAP



SEE ORDINANCE CITY OF ORLANDO ENACTED 2/13/84 IN O.R. 7110
 PLAT 34 PAGE 150, REPLATTING TOWNSHIPS 2, 4, 5 AND 11
 SEE ORDINANCE CITY OF ORLANDO ENACTED 4/13/80 IN
 O.R. 4174 PAGE 5333 VACATING A DRAINAGE EASEMENT.
 SEE ORDINANCE CITY OF ORLANDO VACATING A PORTION OF
 A DRAINAGE EASEMENT, ENACTED 10/25/79 IN O.R. 6131 PAGE
 4537.

FOUNDED AND CURRENT TO DEEDS OF SAID CITY OF ORLANDO
 OF CENTRAL FLORIDA LOCATED 10/15/85 IN O.R. 5710 PAGE 1710
 IN DEED THAT 1/15/85 RECORDED 2-26 IN PLAT 34 PAGE 150
 REPLATTING A PORTION OF PLAT

METROWEST DEDICATION
 KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the use and purposes therein expressed and dedicates the streets and easements shown hereon to the perpetual use of the public, and IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on October 2, 1985
 By [Signature]
 Attest: [Signature]
 Notary Public
 My Commission Expires: 11/1/87

STATE OF FLORIDA COUNTY OF ORANGE
 THIS IS TO CERTIFY, That on October 2, 1985
 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Baron H. Reed and Lindsay G. Boudier, Jr. respectively Vice President and Assistant Secretary of the above named corporation incorporated under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed on such officers themselves duly oathsworn, that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.
 IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.
Pattina A. Moore
 NOTARY PUBLIC
 My Commission Expires 4/1/89

CERTIFICATE OF SURVEYOR
 KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on October 2, 1985, he has completed the survey of the lands as shown in the foregoing plat or plan, that said plat is a correct representation of the lands thereon described and plotted and shown thereon as required by Chapter 177, Florida Statutes, and that said land is located in City of Orlando, Orange County, Florida.
[Signature]
 Date 10/14/85
 Registration No. 5487

CERTIFICATE OF APPROVAL BY MUNICIPALITY
 THIS IS TO CERTIFY, That on November 12, 1985, the Orlando City Council approved the foregoing plat.
[Signature]
 Mayor
[Signature]
 City Clerk

CERTIFICATE OF APPROVAL BY MUNICIPAL PLANNING BOARD
 THIS IS TO CERTIFY, That on October 16, 1985, the Planning Board of the above Municipality approved the foregoing plat.
[Signature]
 Chairman

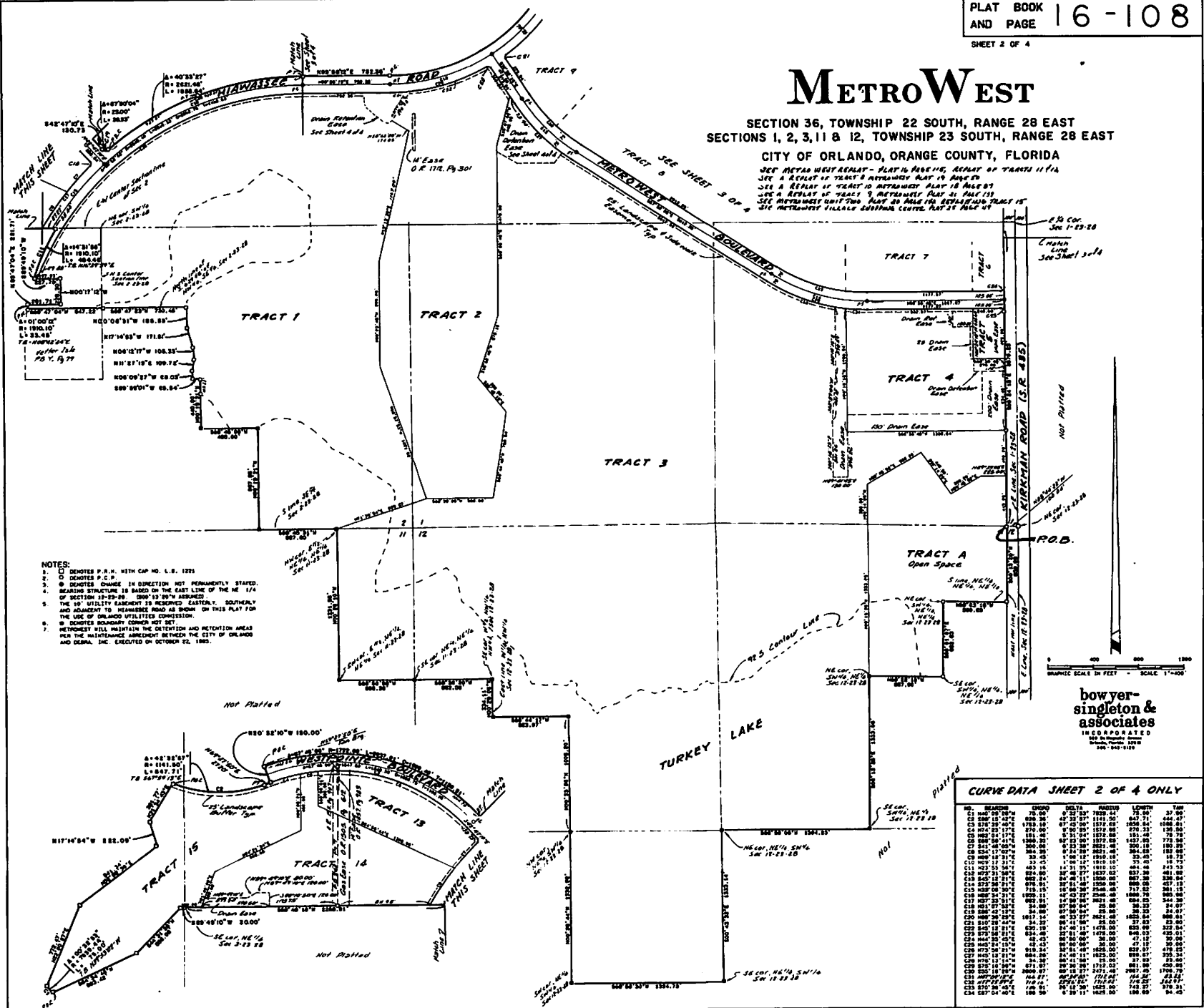
CERTIFICATE OF COUNTY COMPTROLLER
 I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on OCT. 27, 1985 at 10:12 AM IN PLAT 34 PAGE 150.
Thomas H. Latham
 County Comptroller
 In and for Orange County, Fla.
[Signature] D.C.

METROWEST

SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST
SECTIONS 1, 2, 3, 11 & 12, TOWNSHIP 23 SOUTH, RANGE 28 EAST

CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

SEE METROWEST REPLAT - PLAT 16 PAGE 116, REPLAT OF TRACT 11/14
SEE A REPLAT OF TRACT 3 METROWEST PLAT 16 PAGE 117
SEE A REPLAT OF TRACT 10 METROWEST PLAT 16 PAGE 118
SEE A REPLAT OF TRACT 9 METROWEST PLAT 16 PAGE 119
SEE METROWEST REPLAT - PLAT 16 PAGE 116, REPLAT OF TRACT 11/14
SEE METROWEST REPLAT - PLAT 16 PAGE 117, REPLAT OF TRACT 3
SEE METROWEST REPLAT - PLAT 16 PAGE 118, REPLAT OF TRACT 10
SEE METROWEST REPLAT - PLAT 16 PAGE 119, REPLAT OF TRACT 9



NOTES:

1. DENOTES P.M. WITH CAP NO. L.S. 1221
2. DENOTES P.C.P.
3. DENOTES CHANGE IN DIRECTION NOT PERMANENTLY STATED.
4. BEARING STRUCTURE IS BASED ON THE EAST LINE OF THE 1/4 OF SECTION 18-28-88. 1800'12"18" ASSUMED.
5. THE 10' UTILITY EASEMENT IS RESERVED EASTERN, SOUTHERLY AND ADJACENT TO HAWTHORNE ROAD AS SHOWN ON THIS PLAT FOR THE USE OF ORLANDO UTILITIES COMMISSION.
6. DENOTES BOUNDARY CORNER NOT SET.
7. METROWEST WILL MAINTAIN THE DETENTION AND RETENTION AREAS PER THE MAINTENANCE AGREEMENT BETWEEN THE CITY OF ORLANDO AND DEWA, INC. EXECUTED ON OCTOBER 26, 1980.

**bower-
singleton &
associates**
INCORPORATED
500 N. W. 10th Avenue
Orlando, FL 32806
305-241-1100

CURVE DATA SHEET 2 OF 4 ONLY

NO.	BEARING	CHORD	DELTA	CHORD	LENGTH	TAN
C1	S 89° 00' 00" W	70.00	0° 32' 33"	700.00	70.00	37.50
C2	S 89° 15' 42" E	628.38	43° 23' 51"	1141.50	643.71	444.47
C3	S 73° 39' 40" E	4783.16	47° 42' 58"	12712.00	4808.64	1088.81
C4	N 74° 03' 17" E	270.00	0° 50' 59"	1072.00	270.33	120.00
C5	N 62° 14' 17" E	181.00	0° 51' 54"	1072.00	181.00	78.75
C6	S 89° 58' 40" E	1360.33	43° 23' 51"	1072.00	1360.33	120.00
C7	S 84° 40' 00" E	260.00	0° 52' 59"	1072.00	260.00	100.00
C8	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C9	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C10	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C11	N 63° 55' 58" E	461.10	1° 31' 35"	1072.00	461.10	141.13
C12	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C13	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C14	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C15	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C16	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C17	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C18	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C19	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C20	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C21	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C22	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C23	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C24	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C25	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C26	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C27	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C28	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C29	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C30	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C31	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C32	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C33	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72
C34	S 84° 40' 00" E	33.45	1° 08' 13"	1072.00	33.45	10.72

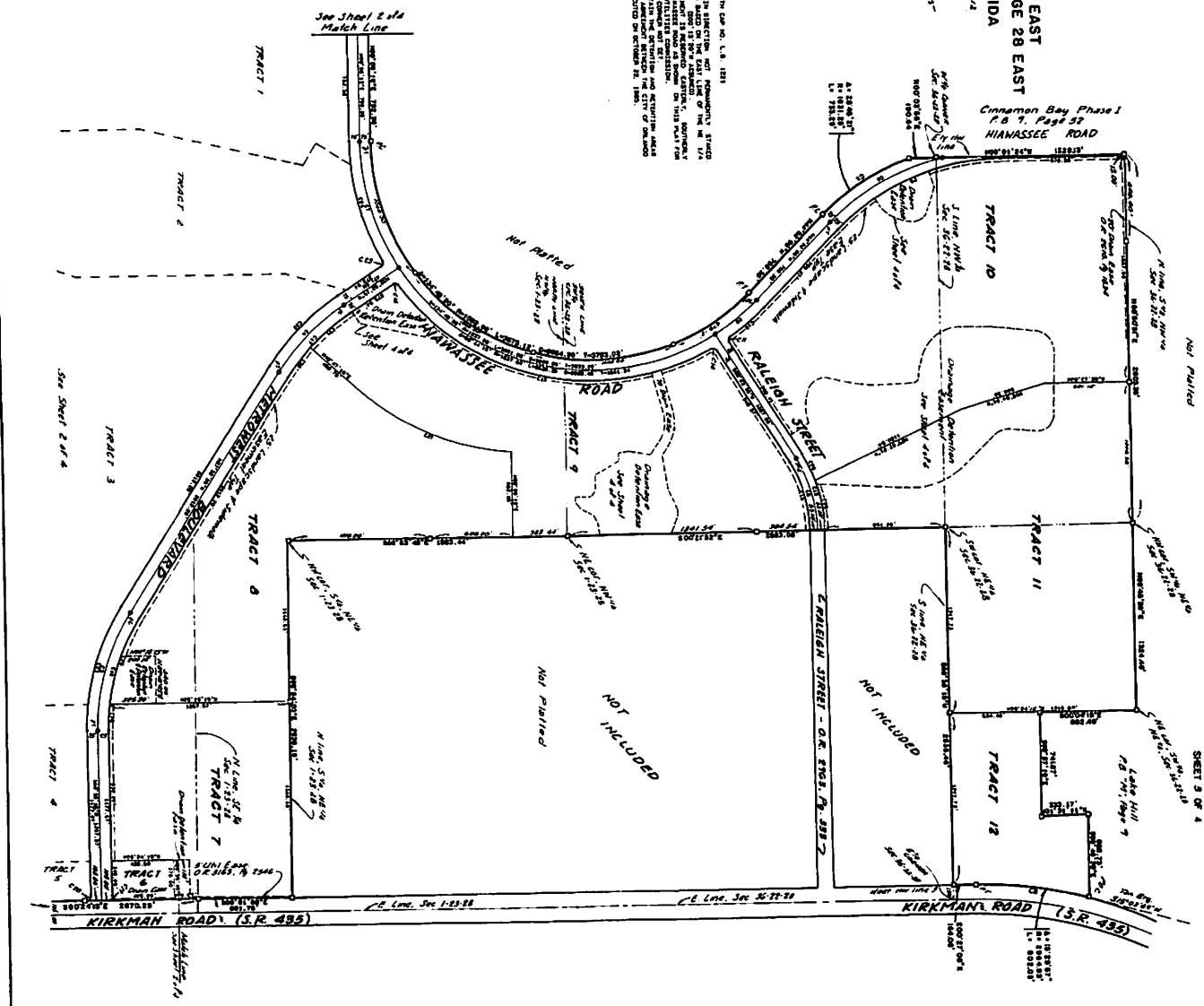
SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST
SECTIONS 1, 2, 3, 11 & 12, TOWNSHIP 23 SOUTH, RANGE 28 EAST
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

[illegible]

0 400 800 1200
GRAPHIC SCALE IN FEET - SCALE: 1"=400'

[illegible]

1. THE CITY OF DALLAS, TEXAS
2. VS.
3. THE TEXAS POWER & LIGHT COMPANY
4. AND
5. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
6. VS.
7. THE CITY OF DALLAS, TEXAS
8. VS.
9. THE TEXAS POWER & LIGHT COMPANY
10. AND
11. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
12. VS.
13. THE CITY OF DALLAS, TEXAS
14. VS.
15. THE TEXAS POWER & LIGHT COMPANY
16. AND
17. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
18. VS.
19. THE CITY OF DALLAS, TEXAS
20. VS.
21. THE TEXAS POWER & LIGHT COMPANY
22. AND
23. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
24. VS.
25. THE CITY OF DALLAS, TEXAS
26. VS.
27. THE TEXAS POWER & LIGHT COMPANY
28. AND
29. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
30. VS.
31. THE CITY OF DALLAS, TEXAS
32. VS.
33. THE TEXAS POWER & LIGHT COMPANY
34. AND
35. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
36. VS.
37. THE CITY OF DALLAS, TEXAS
38. VS.
39. THE TEXAS POWER & LIGHT COMPANY
40. AND
41. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
42. VS.
43. THE CITY OF DALLAS, TEXAS
44. VS.
45. THE TEXAS POWER & LIGHT COMPANY
46. AND
47. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
48. VS.
49. THE CITY OF DALLAS, TEXAS
50. VS.
51. THE TEXAS POWER & LIGHT COMPANY
52. AND
53. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
54. VS.
55. THE CITY OF DALLAS, TEXAS
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59. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
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61. THE CITY OF DALLAS, TEXAS
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79. THE CITY OF DALLAS, TEXAS
80. VS.
81. THE TEXAS POWER & LIGHT COMPANY
82. AND
83. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
84. VS.
85. THE CITY OF DALLAS, TEXAS
86. VS.
87. THE TEXAS POWER & LIGHT COMPANY
88. AND
89. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
90. VS.
91. THE CITY OF DALLAS, TEXAS
92. VS.
93. THE TEXAS POWER & LIGHT COMPANY
94. AND
95. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
96. VS.
97. THE CITY OF DALLAS, TEXAS
98. VS.
99. THE TEXAS POWER & LIGHT COMPANY
100. AND
101. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
102. VS.
103. THE CITY OF DALLAS, TEXAS
104. VS.
105. THE TEXAS POWER & LIGHT COMPANY
106. AND
107. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
108. VS.
109. THE CITY OF DALLAS, TEXAS
110. VS.
111. THE TEXAS POWER & LIGHT COMPANY
112. AND
113. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
114. VS.
115. THE CITY OF DALLAS, TEXAS
116. VS.
117. THE TEXAS POWER & LIGHT COMPANY
118. AND
119. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
120. VS.
121. THE CITY OF DALLAS, TEXAS
122. VS.
123. THE TEXAS POWER & LIGHT COMPANY
124. AND
125. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
126. VS.
127. THE CITY OF DALLAS, TEXAS
128. VS.
129. THE TEXAS POWER & LIGHT COMPANY
130. AND
131. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
132. VS.
133. THE CITY OF DALLAS, TEXAS
134. VS.
135. THE TEXAS POWER & LIGHT COMPANY
136. AND
137. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
138. VS.
139. THE CITY OF DALLAS, TEXAS
140. VS.
141. THE TEXAS POWER & LIGHT COMPANY
142. AND
143. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
144. VS.
145. THE CITY OF DALLAS, TEXAS
146. VS.
147. THE TEXAS POWER & LIGHT COMPANY
148. AND
149. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
150. VS.
151. THE CITY OF DALLAS, TEXAS
152. VS.
153. THE TEXAS POWER & LIGHT COMPANY
154. AND
155. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
156. VS.
157. THE CITY OF DALLAS, TEXAS
158. VS.
159. THE TEXAS POWER & LIGHT COMPANY
160. AND
161. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
162. VS.
163. THE CITY OF DALLAS, TEXAS
164. VS.
165. THE TEXAS POWER & LIGHT COMPANY
166. AND
167. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
168. VS.
169. THE CITY OF DALLAS, TEXAS
170. VS.
171. THE TEXAS POWER & LIGHT COMPANY
172. AND
173. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
174. VS.
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176. VS.
177. THE TEXAS POWER & LIGHT COMPANY
178. AND
179. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
180. VS.
181. THE CITY OF DALLAS, TEXAS
182. VS.
183. THE TEXAS POWER & LIGHT COMPANY
184. AND
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193. THE CITY OF DALLAS, TEXAS
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199. THE CITY OF DALLAS, TEXAS
200. VS.
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202. AND
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204. VS.
205. THE CITY OF DALLAS, TEXAS
206. VS.
207. THE TEXAS POWER & LIGHT COMPANY
208. AND
209. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
210. VS.
211. THE CITY OF DALLAS, TEXAS
212. VS.
213. THE TEXAS POWER & LIGHT COMPANY
214. AND
215. THE TEXAS ELECTRIC POWER & LIGHT COMPANY
216. VS.
217. THE CITY OF DALLAS, TEXAS

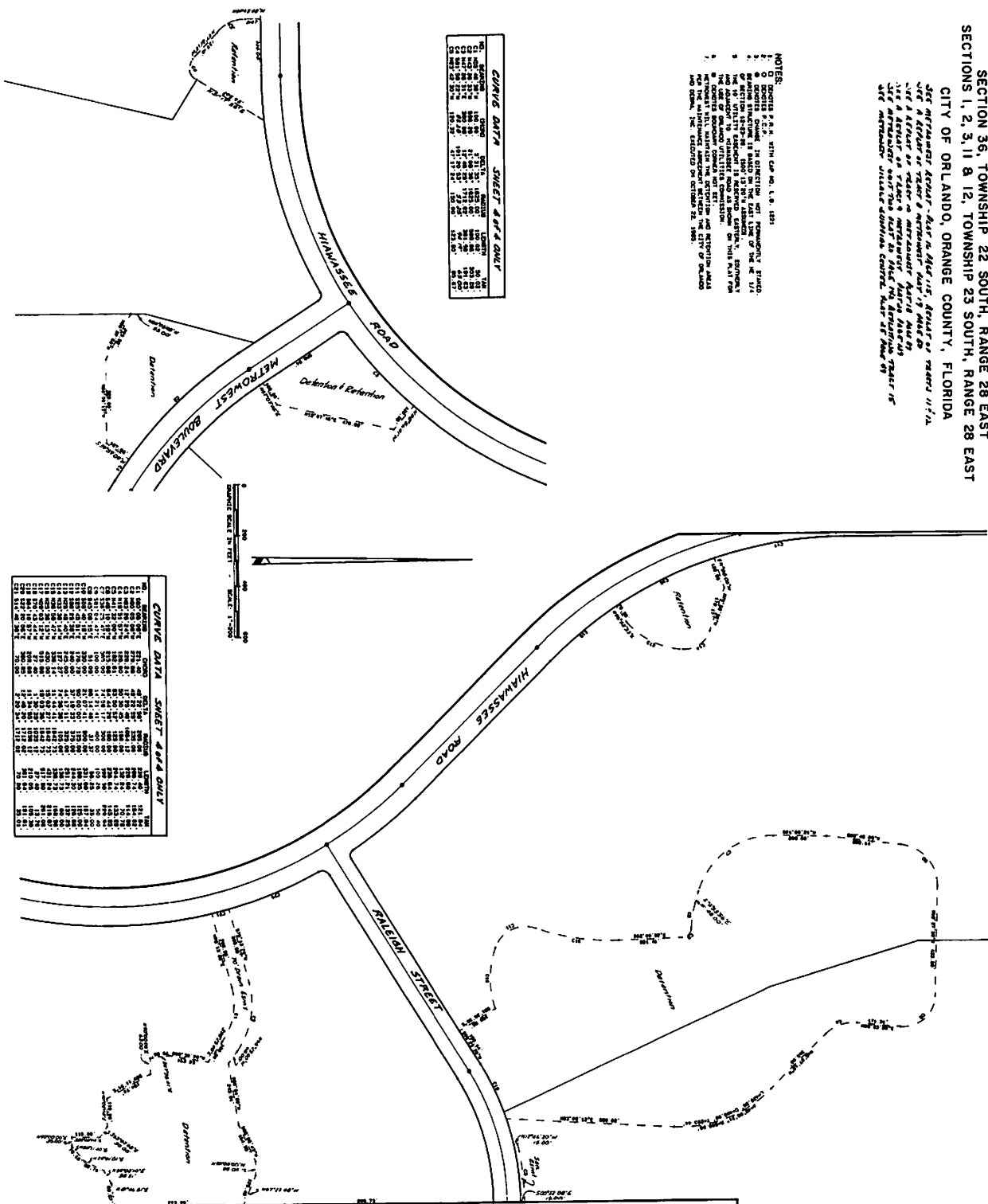


SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST
SECTIONS 1, 2, 3, 11 & 12, TOWNSHIP 23 SOUTH, RANGE 28 EAST
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

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CURVE DATA SHEET # OF 4 ONLY					
NO.	STATION	CHORD	CHORD BEARING	LENGTH	TAN
1	103.46	3.11	182.03	100.02	50.03
2	106.56	3.11	182.03	100.02	50.03
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12	137.61	3.11	182.03	100.02	50.03
13	140.72	3.11	182.03	100.02	50.03
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19	159.35	3.11	182.03	100.02	50.03
20	162.45	3.11	182.03	100.02	50.03
21	165.56	3.11	182.03	100.02	50.03
22	168.66	3.11	182.03	100.02	50.03
23	171.77	3.11	182.03	100.02	50.03
24	174.87	3.11	182.03	100.02	50.03
25	177.98	3.11	182.03	100.02	50.03
26	181.08	3.11	182.03	100.02	50.03
27	184.19	3.11	182.03	100.02	50.03
28	187.29	3.11	182.03	100.02	50.03
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34	205.92	3.11	182.03	100.02	50.03
35	209.03	3.11	182.03	100.02	50.03
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53	264.92	3.11	182.03	100.02	50.03
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59	283.55	3.11	182.03	100.02	50.03
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61	289.76	3.11	182.03	100.02	50.03
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63	295.97	3.11	182.03	100.02	50.03
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68	311.49	3.11	182.03	100.02	50.03
69	314.60	3.11	182.03	100.02	50.03
70	317.70	3.11	182.03	100.02	50.03
71	320.81	3.11	182.03	100.02	50.03
72	323.91	3.11	182.03	100.02	50.03
73	327.02	3.11	182.03	100.02	50.03
74	330.12	3.11	182.03	100.02	50.03
75	333.23	3.11	182.03	100.02	50.03
76	336.33	3.11	182.03	100.02	50.03
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91	382.91	3.11	182.03	100.02	50.03
92	386.01	3.11	182.03	100.02	50.03
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94	392.22	3.11	182.03	100.02	50.03
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96	398.43	3.11	182.03	100.02	50.03
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98	404.64	3.11	182.03	100.02	50.03
99	407.75	3.11	182.03	100.02	50.03
100	410.85	3.11	182.03	100.02	50.03



DETAIL 'A'

DETAIL 'B'

2483713 ORANGE CO. FL.
10:40:00AM 03/13/86

OR3759 PG2756

MASTER DECLARATION OF PROTECTIVE COVENANTS

AND

RESTRICTIONS FOR METROWEST

Florida	Paid	THOMAS H. LOCKER,
Rec Fee	\$ 429.00	Orange County
Doc Tax	\$	Comptroller
Int Tax	\$	By <u>CRB</u>
Total	\$ 429.00	Deputy Clerk

THIS INSTRUMENT PREPARED BY:

J. LINDSAY BUILDER, JR., ESQUIRE
of GODBOLD, ALLEN, BROWN & BUILDER, P.A.
359 Carolina Avenue
Post Office Box 1570
Winter Park, Florida 32790



MASTER DECLARATION OF PROTECTIVE COVENANTS

AND

RESTRICTIONS FOR METROWEST

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METROWEST MASTER ASSOCIATION, INC.

EXHIBIT "B" - Bylaws of METROWEST MASTER ASSOCIATION, INC.

MASTER DECLARATION OF PROTECTIVE COVENANTS
AND
RESTRICTIONS FOR METROWEST

THIS MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST is made as of this 24th day of February, 1986, by DEBRA, INC., a Florida corporation, hereinafter referred to as the "DEVELOPER."

PREAMBLE

The DEVELOPER currently owns real property located in Orange County, Florida, referred to in this document as the "Property." The Property is described as 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. The Plats of METROWEST have subdivided the Property into Tracts. The DEVELOPER may further subdivide the Tracts and sell a portion of a Tract to other Persons for development, or the DEVELOPER may sell a Tract and allow the purchaser to subdivide that Tract for development, or the DEVELOPER may sell a Tract to another Person who will develop that Tract without further subdivision thereof.

The DEVELOPER desires to establish an overall master association to: (1) coordinate the various Community Associations; (2) own, operate, administer, maintain and repair portions of the Property; (3) engage in various activities for the benefit of all OWNERS within the Property; (4) enforce the covenants and restrictions contained in this Declaration; and (5) do whatever is reasonably necessary to carry out the intent of this Declaration. Portions of the Property may be subject to the jurisdiction of Community Associations. The MEMBERS of the MASTER ASSOCIATION shall be the DEVELOPER, all Community Associations, and the OWNERS of portions of the Property not subject to the jurisdiction of a Community Association.

To provide for the efficient preservation of the values and amenities of the Property, the DEVELOPER will incorporate under the laws of the State of Florida METROWEST MASTER ASSOCIATION, INC. (the "MASTER ASSOCIATION") and will assign to the MASTER ASSOCIATION certain powers and responsibilities, including, without limitation: (1) the right and responsibility to own, operate, administer, maintain and repair portions of the Property; (2) the right to enter, or assume responsibility under, contracts

to maintain other real property dedicated to the public or conveyed to any governmental body or agency; (3) the right, responsibility and obligation to enforce the covenants and restrictions contained herein; (4) the right to assess in accordance with this Declaration for the expenses of the MASTER ASSOCIATION; (5) the right, power and obligation to collect and disburse the Assessments and charges as set out in this Declaration; and (6) the right and obligation to assist and coordinate the duties and responsibilities of the Community Associations.

NOW, THEREFORE, the DEVELOPER 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 "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.

1.2 "Assessment" 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.

1.3 "BOARD" shall mean the Board of Directors of the MASTER ASSOCIATION.

1.4 "Commercial" shall mean and refer to all uses which are not Institutional or Residential.

1.5 "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.

1.6 "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 subsection 4.1.

1.7 "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.

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

1.9 "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.

1.10 "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 the document containing Community Covenants and shall specifically include the Declaration of Condominium for any portion of the Property upon which a condominium is created.

1.11 "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.

1.12 "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.

1.13 "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.

1.14 "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.

1.15 "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.

1.16 "Declaration" shall mean this instrument, MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST, and all amendments or Supplements made to this instrument.

1.17 "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.

1.18 "DEVELOPER" shall mean Debra, Inc., and its successors or assigns as designated in writing by the DEVELOPER.

1.19 "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.

1.20 "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.

1.21 "Institutional" shall mean and refer to nonresidential and noncommercial uses including, but not limited to, churches, schools, libraries, museums, governmental facilities, fire and police facilities and nonprofit recreational facilities (but not Common Areas).

1.22 "MASTER ASSOCIATION" shall mean the METROWEST MASTER ASSOCIATION, INC., a Florida corporation not-for-profit. Copies of the Articles of Incorporation and Bylaws of the MASTER ASSOCIATION are attached to this Declaration as Exhibits "A" and "B", respectively.

1.23 "Master Development Plan" shall mean and refer to the DEVELOPER's plan of METROWEST as may be amended from time to time by the DEVELOPER showing the land uses of the various portions of the Property.

1.24 "MEMBER" shall mean and refer to (i) any Community Association, (ii) any OWNER of a Property Unit not subject to a Community Declaration, and (iii) the DEVELOPER, 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.

1.25 "METROWEST" shall mean that real estate development located in Orange County, Florida, developed by the DEVELOPER, made subject to this Declaration.

1.26 "OWNER(S)" shall mean and refer to a record owner of fee simple title to any Property Unit located within METRO-

WEST, but excluding those having an interest in a Property Unit merely as security for the performance of an obligation.

1.27 "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.

1.28 "Property" shall mean and refer to all real property which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

1.29 "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 the 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 DEVELOPER. 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.

1.30 "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.

1.31 "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.

1.32 "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.

1.33 "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, bike-ways, landscaping, walls, berms, swales, irrigation, signage, light fixtures and street furniture.

1.34 "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.

ARTICLE II

PLAN FOR DEVELOPMENT OF METROWEST

2. Property Designation. All land within the plat of METROWEST is designated as the "Property" pursuant to this Declaration.

2.1 Subsequent Plats for METROWEST. The plat of METROWEST does not include all real property within the Master Development Plan for METROWEST. The balance of such real property will be platted and, by one or more Supplements, will be committed to the Covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

2.2 Other Additions to the Property. At any time, the DEVELOPER, in its sole discretion, may add, or cause to be added, other real property not now included within the Master Development Plan 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 DEVELOPER, and the owner of such real property if not the DEVELOPER, and does not require the execution or consent of the MASTER ASSOCIATION, 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 DEVELOPER 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 DEVELOPER has formed the MASTER ASSOCIATION 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 the DEVELOPER. The MASTER ASSOCIATION shall also have such other powers and duties as are prescribed by its Governing Documents.

* 3.2 Creation of Community Associations. Associations, subordinate to the MASTER ASSOCIATION, 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 DEVELOPER 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 DEVELOPER prior to their recording or filing, they shall be considered null and void and shall not be enforceable. The approval by the DEVELOPER shall be evidenced by the signature of an officer or other authorized representative and corporate seal of the DEVELOPER 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 may be assigned to it from time to time by the MASTER ASSOCIATION or the DEVELOPER.

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 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 his pro rata share of the Assessment. The Assessment will be levied as a Special Assessment as provided in Article VII.

3.5 Power and Authority. The MASTER ASSOCIATION shall have the power and authority to enter into contracts, franchises or service agreements on a nonexclusive or exclusive basis to provide necessary outside services to the OWNERS. By way of illustration and not as a limitation, the MASTER ASSOCIATION may enter into contracts for garbage and waste collection, security, cable television and other communications, landscape maintenance and other common services. The MASTER ASSOCIATION shall provide for payment of the cost and expense of such services by Assessment pursuant to Article VII, or provide for direct billing to each OWNER or Community Association.

3.6 Rules and Regulations. The MASTER ASSOCIATION 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. Failure of an OWNER or Resident to obtain a copy of the Rules and Regulations shall not excuse such OWNER or Resident 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. 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. All of the duties and powers of the MASTER ASSOCIATION existing under Chapter 617 of the Florida Statutes, this Declaration and the Governing Documents shall be exercised exclusively by the BOARD. The BOARD may so approve and 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 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.

3.8.3 DEVELOPER. The DEVELOPER shall be a MEMBER of the MASTER ASSOCIATION so long as the DEVELOPER owns any real property within METROWEST.

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 Bylaws 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 Appointed by the DEVELOPER. The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than twenty-five percent (25%) of the total number of votes of MEMBERS as determined by the Articles.

3.12.2 Majority Appointed by the DEVELOPER. Thereafter, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns any real property within METROWEST.

3.12.3 Election of the BOARD. After the DEVELOPER no longer has the right to appoint all members of the BOARD under 3.12.1, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD 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. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

ARTICLE IV

LAND USE CLASSIFICATIONS AND RESTRICTIONS

4. Declaration. The DEVELOPER does hereby declare that 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 the 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 DEVELOPER has entered into a certain Maintenance Agreement with the City of Orlando and Orange County dated October 22, 1985, with an effective date of November 12, 1985 (the "Maintenance Agreement"), the purpose of which is to allow the DEVELOPER and/or the MASTER ASSOCIATION to maintain all Streetscape areas of the public streets, roads or highways within METROWEST. To the extent the DEVELOPER or 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 DEVELOPER or 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 OWNERS whose Property Units are under the jurisdiction of that 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 by the DEVELOPER or the MASTER ASSOCIATION. 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 DEVELOPER or 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 by the DEVELOPER or the MASTER ASSOCIATION. The DEVELOPER, for so long as the DEVELOPER shall own any portion of METROWEST, shall have the absolute right, in its sole discretion, to modify its plan for beautification of METROWEST and specifically to modify the appearance of open spaces; and thereafter the MASTER ASSOCIATION shall have the same right as long as the general quality of such beautification plan is not diminished. If the MASTER ASSOCIATION does modify the appearance of open spaces in a manner which unreasonably diminishes the general quality of the beautification plan instituted by the DEVELOPER, the DEVELOPER or any OWNER shall have the right to bring legal action to force the MASTER ASSOCIATION to correct the appearance of the open spaces.

4.1.4 Drainage Areas. Drainage areas mean those portions of the Property designated as drainage areas, or drainage easements (collectively "Drainage Areas") by the DEVELOPER or the MASTER ASSOCIATION which shall be kept and maintained for irrigation, drainage or beautification purposes in a manner consistent with the original design thereof by the DEVELOPER and in accordance with the requirements of applicable governmental authorities. The term "Drainage Areas" as used herein shall also include those areas described in the Maintenance Agreement, and those areas which are used for retention/detention ponds for storm water runoff from public rights-of-way. The MASTER ASSO-

CIATION 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 DEVELOPER or the MASTER ASSOCIATION. The "Drainage Easements" shown on any plat or 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 DEVELOPER. In the event of a dissolution or termination of the MASTER ASSOCIATION, the administration and maintenance of the Drainage Areas shall be transferred only to another not-for-profit corporation or dedicated to an appropriate governmental agency agreeing to accept such conveyance or dedication.

4.1.5 Lake Areas. Lake areas mean the lakes, located wholly or partially within METROWEST and those portions of the Property designated by the DEVELOPER or the MASTER ASSOCIATION which contain water, the boundaries of which shall be subject to accretion, reliction or other natural minor changes. The lake areas together with any adjacent shoreline shall be kept and maintained by the OWNER of the contiguous Property Unit, as bodies of water, in an ecologically sound condition for water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. 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. 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 DEVELOPER, the MASTER ASSOCIATION nor any Community Association shall be obligated to provide supervisory personnel or lifeguards for the lake areas...

4.1.6 Paths. Paths mean those portions of the Property designated as paths by the DEVELOPER or the MASTER ASSOCIATION and all improvements thereon including, but not limited to, streets lights, bridges and accessways which shall be kept and maintained by the MASTER ASSOCIATION.

4.1.7 Public Improvements. Public improvements made by the DEVELOPER for the benefit of Orange County, Florida, the City of Orlando, or any other governmental body that are not maintained at the expense of the general public and which the MASTER ASSOCIATION elects to maintain.

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 4.5.2, the BOARD may promulgate Rules and Regulations concerning use of the Common Areas by the OWNERS.

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 Conveyance to the MASTER ASSOCIATION. The DEVELOPER shall have the right to convey title to any property owned by it, or any interest therein, to the MASTER ASSOCIATION as Common Area. The DEVELOPER may also convey or assign to the MASTER ASSOCIATION any maintenance responsibilities the DEVELOPER has undertaken involving portions of the Property not within Common Areas and real and personal property not within the defined "Property" but contiguous to portions of the Property. As an example, the Maintenance Agreement grants to the DEVELOPER the right to maintain the Streetscape areas of all public Streets within METROWEST. Such areas are not within the definition of "Property". The DEVELOPER intends to assign to the MASTER ASSOCIATION all rights and obligations of the DEVELOPER under the Maintenance Agreement.

The DEVELOPER may require the MASTER ASSOCIATION to operate and/or maintain any property owned by the DEVELOPER which the DEVELOPER intends to eventually convey to the MASTER ASSOCIATION as Common Area by written notice to the MASTER ASSOCIATION. In that event, such property shall be deemed Common Area even though not yet owned by the MASTER ASSOCIATION. If the DEVELOPER thereafter determines not to convey the property to the MASTER ASSOCIATION as Common Area, the DEVELOPER shall so notify the MASTER ASSOCIATION in writing and thereafter such property shall no longer be deemed to be Common Area and the MASTER ASSOCIATION will no longer have any obligation or right to operate and/or maintain such property. The DEVELOPER shall not have the obligation to develop and/or convey any property to the MASTER ASSOCIATION as Common Area. If the DEVELOPER desires to convey any property to the MASTER ASSOCIATION, the timing of the conveyance shall be in the sole discretion of the DEVELOPER. Once any portion of the Common Area is conveyed to the MASTER ASSOCIATION or any maintenance responsibilities are assigned to the MASTER ASSOCIATION, the MASTER ASSOCIATION shall assume all obligations relating to such Common Area and/or maintenance responsibilities, and further shall indemnify and hold the DEVELOPER harmless from any liability which may result therefrom, including any legal fees and costs incurred by the DEVELOPER in defending itself or enforcing its rights hereunder.

4.4 Method of Conveyance. The DEVELOPER may transfer title (or any interest therein) to any portion of the Common Area to the MASTER ASSOCIATION by bill of sale, deed or other appropriate instrument recorded in the Public Records of Orange County, Florida. The MASTER ASSOCIATION shall be obligated to accept the conveyance as delivered by the DEVELOPER and to maintain the Common Area for the use and benefit of the OWNERS.

4.5 Use of the Common Area. Every OWNER shall have the nonexclusive right to use and enjoy the Common Area subject to the following:

4.5.1 Transfer of a Common Area. Except as is provided in this Declaration, once title to the Common Area is transferred to the MASTER ASSOCIATION, it shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of the DEVELOPER for so long as the DEVELOPER owns any portion of the Property within METROWEST. 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.

4.5.2 Use by the OWNERS. Subject to 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 and guests; (b) United States mail carriers, and representatives of fire departments, police and sheriff's departments, and other necessary municipal, county, special district, state and federal agencies (in their official capacity); (c) utility company employees (in their official capacity); and (d) 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).

4.5.3 Use by Security Guard. The DEVELOPER or the MASTER ASSOCIATION may authorize the use of all Common Area by a security guard service for the control of traffic within METROWEST, protection of Residents, enforcement of Rules and Regulations and/or any other purpose the BOARD may determine to be reasonable.

4.5.4 Use of Lakes. Subject to regulations and ordinances imposed by all governmental and quasi-governmental bodies or agencies, and further subject to any written agreements entered between the DEVELOPER and/or the MASTER ASSOCIATION and any governmental and quasi-governmental bodies or agencies, the

DEVELOPER or the MASTER ASSOCIATION shall have the sole right to control the water level and maintenance of all lakes, ponds, water courses, drainage control devices and all other areas and apparatus comprising the master drainage system for METROWEST. Subject to regulations, ordinances and agreements imposed by or made with any governmental or quasi-governmental body or agency, the DEVELOPER, and any assigns of the DEVELOPER, shall have the right to use the water in all lakes, ponds and water courses for irrigation on any golf course in METROWEST and for other irrigation purposes as determined by the DEVELOPER or such other persons as the DEVELOPER may designate.

4.5.5 Prohibited Uses. No Person (other than employees or agents of the DEVELOPER or the MASTER ASSOCIATION) shall, without the written approval of the DEVELOPER or 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 lake, pond or stream; (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; (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.

4.6 Maintenance of the Common Area. The MASTER ASSOCIATION shall 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:

4.6.1 Such security system, guardhouse(s) and other security facilities, if any, which shall be operated and maintained for the benefit of all MEMBERS and OWNERS at METROWEST.

4.6.2 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.

4.6.3 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 shall not constitute discrimination within a class.

4.7 Maintenance by the OWNER. The responsibility of each OWNER to keep his Property Unit in compliance with the standards promulgated by the Design Review Board (as defined in Article V and hereinafter referred to as the "DRB") shall be as follows:

4.7.1 To maintain, protect, repair and replace, at his own cost and expense, all portions of his Property Unit together with all Improvements, including landscaping and equipment located thereon, except any portions to be maintained, repaired and 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.

4.7.2 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.

4.7.3 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.

4.8 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.

4.9 Commercial or Institutional Areas. Commercial and/or Institutional Property Units are that portion of the Property upon which nonresidential 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.

4.10 Use of Property by the DEVELOPER. Except as may be limited in this Declaration, the DEVELOPER and its successors, nominees and assigns shall have the right to make such uses of the Property as the DEVELOPER shall, from time to time, determine. Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that the DEVELOPER will have a continuing and substantial interest in the development and administration of METROWEST, the DEVELOPER hereby reserves for itself and its successors, nominees and assigns, and the MASTER ASSOCIATION recognizes, agrees to and acknowledges that the DEVELOPER and its successors, nominees and assigns shall have the right to use all Common Areas and all other portions of the Property in conjunction with and as part of its program of sale, leasing, constructing and developing of and within METROWEST. The DEVELOPER's rights herein may be assigned to one or more registered real estate brokers. Subject to a listing or sales agreement, such rights shall include, but not be limited to the right to enter and transact business, maintain models and sales offices, place signs, employ sales personnel, show for purposes of sale or lease, Residential Property Units, Commercial Property Units, Commercial space within any Improvement, Institutional Property Units and other portions of METROWEST, and use portions of the Property and Residential Property Units and other Improvements owned by the DEVELOPER or the MASTER ASSOCIATION for purposes set forth above. The DEVELOPER shall also have the right to store construction materials and to assemble construction components on any portion of the Property so long as such storage and/or assembly is not an unreasonable burden to the OWNERS. All such rights of the DEVELOPER may be exercised without any cost to the DEVELOPER.

4.11 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.

4.11.1 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 DEVELOPER or the MASTER

ASSOCIATION, or any assignee of the DEVELOPER 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. Any proceeds resulting from the sale of "fill dirt" shall belong to the DEVELOPER.

4.11.2 Clothes Drying Areas. 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 DEVELOPER or the MASTER ASSOCIATION.

4.11.3 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. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the MASTER ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

4.11.4 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. 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.

4.11.5 Subdivision or Partition. No portion of the Property shall be subdivided except with the DEVELOPER's prior written consent. After the DEVELOPER no longer owns any portion of the Property, written consent must be obtained from the MASTER ASSOCIATION.

4.11.6 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 a slightly manner consistent with the DEVELOPER's plan for beautification of METROWEST. 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.

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

4.11.8 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.

4.11.9 Use of Water Areas. Boats or other vehicles (including jet skis) containing gas, diesel or other form of combustion engines are prohibited upon the water areas. The DEVELOPER or the MASTER ASSOCIATION shall specifically designate the portion of the water areas and the corresponding shoreline and beach areas, if any, upon which boats and other vehicles may be stored, docked, or launched, or within which swimming may be permitted. Where a Property Unit adjoins a water area the OWNER shall maintain the Property Unit and the water area.

4.11.10 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 Drainage Areas without the prior written permission of the MASTER ASSOCIATION.

B. An OWNER shall in no way deny or prevent ingress and egress by the DEVELOPER or the MASTER ASSOCIATION to 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 DEVELOPER, the MASTER ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

C. No Parcel shall be increased in size by filling in any 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 or the DEVELOPER.

D. Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a Drainage Area or drainage easement including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the MASTER ASSOCIATION, the cost of which shall be paid for by such OWNER as a Special Assessment.

4.11.11 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 the DEVELOPER designate certain areas of METROWEST 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. The MASTER ASSOCIATION or the DEVELOPER may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Property Unit.

4.11.12 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 DEVELOPER or the DRB. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by the DEVELOPER. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the MASTER ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Property Units and identifying or informational signs anywhere on the Property.

4.11.13 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 approved by the DEVELOPER 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 provided only by Orlando Utilities Commission or its successors.

4.11.14 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.

4.11.15 Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the DRB. 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.

4.11.16 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 DEVELOPER, the MASTER ASSOCIATION or the DRB, the DEVELOPER or 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 DEVELOPER or 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 DEVELOPER or 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 ASSO-

CIATION. 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 Association) as provided in Article VII. Such entry by the DEVELOPER or the MASTER ASSOCIATION or its agents shall not be a trespass.

4.11.17 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 DEVELOPER has specifically designated 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 DEVELOPER. No on-street parking shall be permitted unless for special events approved in writing by the DEVELOPER or the MASTER ASSOCIATION.

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.

4.11.18 Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all 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.

4.11.19 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.

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

4.11.21 Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet 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 (6) feet 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 may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the DRB.

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

4.11.23 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 section shall be decided by the BOARD, whose decision shall be final.

4.11.24 Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees;

and his or its 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 his 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.

4.11.25 Exculpation of the DEVELOPER, the BOARD and the MASTER ASSOCIATION. The MASTER ASSOCIATION, the BOARD and the DEVELOPER may grant, withhold or deny its 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.

4.11.26 Subdivision and Regulation of Land.

A. No Property Unit shall be divided or subdivided without the express written consent of the DEVELOPER, 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 agrees to convey a portion of the Property to a contract purchaser shall also assign to such contract purchaser either a (1) specific number of Residential Property Units if the portion of the Property 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 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 DEVELOPER, which approval may be denied at the sole discretion of the DEVELOPER.

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 DEVELOPER or the MASTER ASSOCIATION. 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 that 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 DEVELOPER.

4.11.27 No Implied Waiver. The failure of the MASTER ASSOCIATION or the DEVELOPER 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 DEVELOPER or the MASTER ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

4.11.28 Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this subsection 4.11 by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or MASTER ASSOCIATION for each day a violation continues after notification by either the DEVELOPER or the MASTER ASSOCIATION. 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, and shall be treated as a Special Assessment as provided in Article VII.

ARTICLE V

DESIGN REVIEW

5.1 Intent. It is the intent of this Article to assure each OWNER that METROWEST will be developed 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 that all Improvements developed or constructed in METROWEST shall be in conformance with all building, use and other restrictions imposed by the DEVELOPER 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.

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 initially be appointed by the DEVELOPER. Thereafter, each new member of the DRB shall be appointed by the BOARD and 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 Illustrated Land Development Code of the City of Orlando, 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 Manual. The DEVELOPER has prepared the METROWEST Development Guidelines (the "Manual") (which may be amended from time to time at the discretion of the DRB) which sets forth acceptable design, construction and maintenance standards for the Property. The 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 DEVELOPER 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 or has submitted the Submittals to the DRB, the DRB must advise the OWNER in writing within ten (10) business 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 ten (10) business 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 and decrees.

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 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.

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 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 noncompliance. The notice shall specify the particulars of noncompliance, and shall demand that the OWNER immediately bring such Improvements into compliance.

5.5.2 MASTER ASSOCIATION Action. If correction of the 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 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 to enter upon the Property Unit, make such corrections or modifications as are necessary to cause the Improvements to be completed substantially in accordance with the approved Submittals, or make 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 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.

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 noncompliance, such failure of notice of noncompliance will 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, 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 Section 5.5.4 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, 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 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 Section 5.5.5. 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 DEVELOPER, nor the MASTER ASSOCIATION (or any of their members, officers, directors or duly authorized 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 authorize variances from compliance with any of the provisions of this Article or the 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 DEVELOPER, 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 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 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, the DEVELOPER 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. The DEVELOPER and 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 DEVELOPER's Exemption. The DEVELOPER shall be exempt from the provisions of this Article. The DEVELOPER shall not be obligated to obtain DRB approval for any construction or changes in construction or alterations to existing buildings, or other improvements which the DEVELOPER may elect to make at any time.

ARTICLE VI

EASEMENTS

6.1 Grant of Easements. The DEVELOPER hereby grants the following easements:

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 DEVELOPER or the MASTER ASSOCIATION or the Community Association, 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 DEVELOPER, the MASTER ASSOCIATION, and all officers, members of the BOARD, agents, employees, or other designees of the DEVELOPER or 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 shall include an easement in favor of the MASTER ASSOCIATION and the DEVELOPER 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 DEVELOPER or 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 or the DEVELOPER to maintain, repair, or construct any Improvement which an OWNER is required to maintain, construct or repair.

6.1.3 Drainage. A nonexclusive easement shall exist in favor of the DEVELOPER, the MASTER ASSOCIATION, and their employees, or other designees, all employees or agents of any governmental or quasi-governmental body or agency, the Community Association 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 Article.

6.2 Reservation of Easements. The DEVELOPER, so long as the DEVELOPER owns any portion of the Property within METROWEST, and the MASTER ASSOCIATION thereafter, retain the right to grant easements on, upon, over, across, through and under the Property as deemed 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. A nonexclusive easement to provide 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 DEVELOPER and the MASTER ASSOCIATION and all appropriate utility companies, agencies, franchises or governmental agencies.

6.2.2 Easement for Encroachments. An easement for encroachment in favor of the DEVELOPER, the MASTER ASSOCIATION, the Community Associations, 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 Prop-

erty 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 for the maintenance and use of the encroaching improvements in favor of the DEVELOPER, the MASTER ASSOCIATION, the Community Association, the OWNERS and all their designees.

6.3 Assignments. The granting of easements reserved by the DEVELOPER may be assigned by the DEVELOPER in whole or in part to the MASTER ASSOCIATION, any town, county or state government or agency thereof, or any duly licensed or franchised public or quasi-public utility, or any other designee of the DEVELOPER. Specifically, the MASTER ASSOCIATION shall have the right to grant the easement described in Section 6.2 after the DEVELOPER 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.

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 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 Tax Assessor's Office, or other

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 include in its budget each year an amount 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 assessments it imposes which includes the Assessments levied by the MASTER 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 its assessments from an 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 a Community Association regarding delinquencies, and may impose a lien upon such delinquent OWNER's Property Unit in accordance with this Declaration. 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 subsection 7.6.

7.4 Assessments for Common Expenses While the DEVELOPER Appoints a Majority of the BOARD. Notwithstanding anything contained in this Article VII to the contrary, during the period when the DEVELOPER appoints a majority of the BOARD, the DEVELOPER shall have the option to either (a) subsidize the excess of Common Expenses over the Assessments for Common Expenses but not pay any Assessments for Common Expenses for any Property Units owned by the DEVELOPER; or (b) pay Assessments for any Property Units owned by the DEVELOPER in the same manner as all other OWNERS.

7.5 Special Assessments. The BOARD may levy Assessments other than annual operating assessments (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. 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.

7.6 Monetary Defaults and Collection of Assessments.

7.6.1 Interest. If any OWNER is in default in the payment of any Assessment or Special Assessment for more than ten (10) days after same is due, or in the payment of any 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 of the Assessment, Special Assessment, or the monies owed.

7.6.2 Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment 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 regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the MASTER ASSOCIATION.

7.6.3 Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due 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, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, 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 Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or 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, Special 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, Special Assess-

ments or monies due it. All payments received by the MASTER ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the MASTER ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the MASTER ASSOCIATION in the inverse order that the same were due.

7.6.4 Lien for Assessment, Special Assessment and Monies Owed to MASTER ASSOCIATION. The MASTER ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the MASTER ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the MASTER ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or 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. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the MASTER ASSOCIATION may record a claim of lien in the Public Records of Orange County, Florida, stating the description of the Property Unit(s), and name of the OWNER, the amount then due, and the due dates. The lien 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 and acknowledged by an officer or agent of the MASTER ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

7.6.5 Transfer of a Property Unit after Assessment. The MASTER ASSOCIATION's lien shall not be affected by the sale or transfer of any Property Unit. 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 Assessments, Special Assessments, interest, and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to any Property Unit purchased by or transferred to such new OWNER.

7.6.6 Subordination of the Lien to Mortgages. The lien of the MASTER ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender recorded prior to the recording of a Claim of Lien by the MASTER ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and

loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the MASTER ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the MASTER ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

7.7 Certificate as to Unpaid Assessments or Default. Upon request by any MEMBER, or OWNER, or an Institutional Lender holding a mortgage encumbering any Property Unit, the MASTER ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this Declaration.

7.8 Exempt and Partially Exempt Property.

7.8.1 The following portions of the Property are exempt from the payment of any Assessments or Special Assessments:

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.

7.8.2 Since any golf course and related facilities, including clubhouse, tennis courts, swimming pools, snack bars, equipment storage, buildings, etc., within the Property provide green space and aesthetic benefit to all OWNERS, any Assessment or Special Assessment provided for herein attributable to the clubhouse and its underlying property will be at one-half (1/2) of the amount that would otherwise be required under the other provisions of this Declaration. There shall not be any Assessment or any Special Assessments in respect to or arising out of the tennis courts, swimming pool and the golf course and other improvements specifically related to the golf course and its maintenance.

7.9 Assessment by City of Orlando and/or County of Orange. The DEVELOPER has entered a Maintenance Agreement (as described in subsection 4.1.1) with the City of Orlando and the

County of Orange. To the extent the DEVELOPER, or 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 unpaid assessments and foreclose such liens, all in accordance with the terms of this Article VII, just as if the MASTER ASSOCIATION were recording a lien or foreclosing such lien against a Property Unit of an OWNER who had not paid an Assessment.

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 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 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 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 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. Any deductible or exclusion under the policies shall be a Common Expense and shall be approved by the BOARD.

ARTICLE IX

TELECOMMUNICATIONS

The DEVELOPER, as of the date hereof, is contemplating the development of a central cable communication system for METROWEST. The DEVELOPER, or the MASTER ASSOCIATION, may decide at a future date to develop a central television system, a central alarm system, a central telephone system or other communication or electronic system which could be used within all or parts of METROWEST, so long as such use complies with all local, state and federal guidelines, rules, regulations, ordinances, laws and statutes. However, as of the date hereof, no plans have been finalized. If the DEVELOPER, or the MASTER ASSOCIATION, determines to develop, or allow another person to develop, such a system within all, or part, of METROWEST, the following shall be applicable to such development. If the DEVELOPER, or the MASTER ASSOCIATION, does determine to develop, or allow the development

of, such a system, written notice must be given to all OWNERS and all OWNERS must abide by and comply with the provisions set forth herein, except to the extent the DEVELOPER, or MASTER ASSOCIATION, may waive such compliance because of undue hardship or financial burden resulting from such compliance. The waiver of such compliance shall be at the sole discretion of the DEVELOPER or the MASTER ASSOCIATION, as the case may be.

9.1 Telecommunication System. All facilities located in METROWEST shall be wired and equipped for an electronic alarm signaling system and audio-visual (cable T.V.) communications system (hereinafter referred to as the "System") as provide for herein, and shall connect to and utilize the security monitoring central station equipment, communications antenna system, communications cable and other equipment installed by a System Vendor selected by the DEVELOPER. No construction of a building, including without limitation, residential dwelling, neighborhood commercial, country club or other facility (other than temporary facilities used during construction or development) will be allowed to commence until the OWNER of such planned facility submits to the System Vendor plans, specifications and other submittals for the facility's system and the System Vendor approves said plans and specifications and other submittals in writing.

9.1.1 Alarm System. The electronic alarm signaling system should include: smoke or fire detection devices in appropriate locations; forceful entry detection devices on all moveable ground floor windows and exterior doors; duress and emergency alarm capabilities; emergency backup power supply; ability to transmit signals to the System Vendor's security command center; and exterior audible alarm sounder with fifteen (15) minute cutoff. No equipment shall be approved which is considered to be of low quality and is deemed to be subject to false alarms. The System Vendor shall not approve audio-visual communications wiring and other equipment which is not of high signal transmission and receiving quality, or which excludes connectors.

9.2 Performance Manual. Subject to review and approval of the MASTER ASSOCIATION the System Vendor may issue a performance specifications manual, which from time to time may be revised, describing acceptable levels of electronic alarm signaling systems and communications equipment. Said manual shall be used as a guideline for OWNERS in designing, selecting and installing the System, and shall not preclude the System Vendor's right to disapprove any proposed plans and specifications for any System.

9.3 Ownership and Maintenance. The ownership and the responsibility for maintenance of all Systems shall be as follows:

9.3.1 Components Within an Improvement. All components of the System located within an Improvement or other facility shall be the property and the maintenance responsibility of the OWNER, except that television set-top convertors, signal receiving and transmission devices and any communications cables located beyond receiving and transmission devices (leading out of facility) shall be the property of the System Vendor.

9.3.2 Other Components. Ownership and maintenance responsibility for all other components of the System shall remain with the System Vendor. No OWNER, other than the System Vendor, shall have any right, title or interest in the System described herein as owned by the System Vendor or any component, building, lands, easements or other rights associated with such System, unless specifically conveyed, assigned, leased or otherwise transferred by the System Vendor or the DEVELOPER.

9.4 Upkeep. All components of the System shall be kept in operable condition at all times by their respective OWNERS. The System Vendor shall have the right to enter upon any Property Unit for the installation, maintenance or replacement of any equipment owned by the System Vendor. The OWNER of any Improvement or other structure shall not prohibit access to the Property Unit, or other structure, by the System Vendor for such purposes provided that the System Vendor gives reasonable notice to the OWNER of the need to install, maintain or repair the equipment. Should any component of a System remain inoperable for a period in excess of five (5) days, the MASTER ASSOCIATION may exercise its rights as provided in Article XI as to a non-monetary default.

9.5 Enforcement by MASTER ASSOCIATION. Should an OWNER fail to install its System in accordance with plans, specifications and other submittals as approved by the System Vendor, or if any component of a System is reported to be inoperable for a period in excess of five (5) days, the MASTER ASSOCIATION shall notify the OWNER of such deficient System to correct the deficiency, or in the case of an inoperable component of the System, notify the OWNER to repair the malfunction. If the OWNER fails to take action after notification, the MASTER ASSOCIATION may file an action for specific performance in a court of competent jurisdiction, or, at the discretion of the MASTER ASSOCIATION, the MASTER ASSOCIATION may contract for and pay to correct the deficiency or disrepair. The OWNER shall reimburse the MASTER ASSOCIATION for all expenditures incurred by the MASTER ASSOCIATION including administrative costs. If the expenses are not

reimbursed within thirty (30) days, the MASTER ASSOCIATION may levy a Special Assessment, as provided in Article VII, to recover said expenditures.

9.6 Nonliability for Actions. No individuals, whether the OWNER, the DEVELOPER, the MASTER ASSOCIATION, or a Community Association, nor any of their officers, directors, representatives, tenants, invitees or assigns (hereinafter, individually referred to as the "Customer" and collectively referred to as the "Customers") shall hold the System Vendor or its representative, successors or assigns, 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 System Vendor's duties. The System Vendor shall review and approve or disapprove plans, specifications and submittals, shall inspect said installation, and shall connect and test each installed System purely as to the System's mechanical compatibility with signal transmission and receiving equipment owned by the System Vendor and the operational and other nuisance factors associated with certain types of equipment.

It is understood that the System Vendor is not an insurer, that insurance, if any, shall be obtained by the Customers and that the amounts payable to the System Vendor hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of each Customer's property or property of others located in each Customer's premises.

THE SYSTEM VENDOR MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM, AS APPROVED OR INSTALLED, OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNATED TO DETECT OR PREVENT.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of the System Vendor or Security Vendor to perform any of their obligations hereunder. The Customers do not desire this Article to provide for full liability of the System Vendor and agrees that the System Vendor shall be exempt from all liability for loss, damage or injury due directly or indirectly from occurrences, or consequences which the service or System is designed to detect or avert. If the System Vendor should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to ten percent (10%) of any annual service charge paid by the Customer or Two Hundred Fifty and No/100 Dollars (\$250.00), whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy. The provisions of this Section

shall apply if loss, damage or injury irrespective of cause or origin), results directly or indirectly to person or property or from performance or nonperformance of obligations imposed by this Article or from the negligence, active or otherwise, of the System Vendor, or their agents or employees. No suit or actions shall be brought against the System Vendor more than one (1) year after the accrual of the cause of action therefor. If the Customer wants the System Vendor to increase its liability, the System Vendor shall increase the liability and the Customer shall pay for same. The increased liability shall not be interpreted to hold the System Vendor as an insurer. In the event any person claiming by, through, or under a Customer, and who is not a party governed by this Declaration, shall make any claim or file any lawsuit against the System Vendor for failure of its equipment or service in any respect, the Customer agrees to indemnify, defend and hold the System Vendor or Security Vendor harmless from any and all such claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees.

ARTICLE X

DEVELOPER'S RIGHTS AND VETO POWER

10.1 DEVELOPER's Rights. The DEVELOPER hereby reserves to itself, and the grantee of any Property Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the DEVELOPER shall have the following rights, without limitation or qualification or the necessity of consent or approval by the MEMBERS or OWNERS, so long as the DEVELOPER owns any property in METROWEST, including property owned by the DEVELOPER as the result of any reconveyance of the property, or until the DEVELOPER causes to be recorded in the Public Records of Orange County, Florida, a Certificate of Termination of Interest in METROWEST, which Certificate terminates any and all right, title, interest and obligation of the DEVELOPER in the operation and control of the MASTER ASSOCIATION:

10.1.1 The right to plat, replat or withdraw any area of any platted area from the Property subject to this Declaration, provided that the DEVELOPER owns all property which is subject to the plat, or add any area to the Property by subsequent amendment.

10.1.2 The right to dispense pesticides throughout the Property.

10.1.3 The right to establish easements for itself over any portion of the Property which is owned by the DEVELOPER.

10.1.4 The right to convey, in whole or in part, any easements granted in favor of the DEVELOPER, as created in this Declaration or as recorded in the Public Records of Orange County, Florida, which pertain to METROWEST.

10.1.5 The right to approve any Community Declaration, any amendment(s) thereto and any Governing Documents related to any Community Association.

10.1.6 The right to maintain Property Units if the Community Associations or OWNERS fail to do so, including, wherever there shall have been built on any Property Unit any structure or improvement which is in violation of this Declaration, the right to enter in and upon the Property Unit where such violation exists and summarily to abate or remove the same at the sole expense of the OWNER.

10.1.7 The right to purchase any Property Unit which is in violation of Articles IV and VII herein. The price at which the DEVELOPER may repurchase shall be the then fair market value of the Property Unit as may be agreed upon by the parties or the value arrived at by a bona fide appraisal in the event of a dispute, exclusive of the value of any Improvements erected on the Property Unit which were not approved by the DRB in accordance with the terms of this Declaration. In the event the parties are unable to agree on the fair market value of the Property Unit then each shall be entitled to name an appraiser. The two appraisers shall then select a third appraiser. The fair market value of the Property Unit, as determined by the three appraisers, shall be the amount for which the DEVELOPER purchases the Property Unit.

10.1.8 The right to maintain an easement, for construction staging purposes, across any Property Unit.

10.1.9 The right to enter or alter and amend any agreements between the DEVELOPER and the City of Orlando and Orange County reasonably necessary to develop METROWEST.

10.1.10 The right to conduct the development, marketing and sale of the Property Units in METROWEST, including the right to maintain model residences, the right to lease Residential Property Units owned by the DEVELOPER, the right to provide overnight accommodations to prospective purchasers, the right to hold promotional social functions and parties, and such other events as may be deemed appropriate by the DEVELOPER.

10.1.11 The right to construct and maintain a sales center in METROWEST and to erect signs to conduct marketing and sales throughout METROWEST.

10.1.12 The right to establish the systems in METROWEST described in Article IX.

10.1.13 During the time the DEVELOPER is engaged in the sale of any portion of the Property, the right to install and maintain radio communications and cable television systems.

Anything contained herein to the contrary notwithstanding, the DEVELOPER shall have the right to retain control of the MASTER ASSOCIATION in accordance with the Governing Documents, or until such earlier time as is determined by the DEVELOPER, in the DEVELOPER's sole discretion. In the event the DEVELOPER shall enter into any contracts or other agreements for the benefit of the MEMBERS, or the MASTER ASSOCIATION, the DEVELOPER may, at its option, assign its obligations under the agreements to the MASTER ASSOCIATION, and in such event, the MASTER ASSOCIATION shall be required to accept such obligations.

10.2 Veto Power. The DEVELOPER hereby expressly reserves to itself, and all OWNERS hereby agree, by acceptance of a deed of conveyance to any Property Unit thereto, that the DEVELOPER shall have the right to veto any or all of the following events so long as the DEVELOPER owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as the result of any reconveyance of such portion of the Property, or until the DEVELOPER causes to be recorded a Certificate of Termination of Interest in METROWEST, which Certificate terminates any and all rights the DEVELOPER has reserved in this Declaration:

10.2.1 Any or all MASTER ASSOCIATION budgets, annual or otherwise, which constitute an increase or reduction of at least fifteen percent (15%) over the prior year's budget.

10.2.2 Approval or disapproval by the DRB of any documents or materials pertaining to any Improvement within METROWEST.

10.2.3 Any attempted resubdivision of METROWEST.

10.2.4 Any attempted amendment of this Declaration or any Community Declaration or any Governing Documents.

10.2.5 Any management contracts entered into by the MASTER ASSOCIATION or the BOARD.

10.2.6 Any reduction made to any security system at METROWEST.

10.2.7 Any attempted relocation or removal of any recreational facilities or amenities, or of the sales center(s), at METROWEST.

10.2.8 Any Special Assessment which is imposed by the MASTER ASSOCIATION on Property Units owned by the DEVELOPER.

10.2.9 Any settlement of any claim made by the MASTER ASSOCIATION to collect upon any policy or casualty insurance which insures the Common Area, and any settlement of any claim made by a Community Association to collect upon any policy of casualty insurance which insures a Community Common Area.

10.2.10 Any attempted cancellation or reduction of insurance coverage insuring all or any part of the Property.

10.2.11 Any attempted dissolution of the MASTER ASSOCIATION by a vote of the MEMBERS of the MASTER ASSOCIATION and any attempted dissolution of any Community Association.

10.2.12 Any attempted dedication of any portion of the Common Area to the City, the County or other governmental entity.

10.3 Certificate of Termination of Interest in METROWEST. Notwithstanding anything in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this Declaration, the Articles of Incorporation and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this Declaration, the Articles of Incorporation or the Bylaws; (3) the right to require its approval of any proposed amendment to this Declaration, the Articles of Incorporation or the Bylaws; (4) all rights set forth in subsection 10.1; and (5) all veto powers set forth in subsection 10.2. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Orange County, Florida, of an instrument entitled Certificate of Termination of Interest in METROWEST. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least a Property Unit, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to METROWEST than those of any other OWNER of a Property Unit. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

ARTICLE XI

ENFORCEMENT OF NONMONETARY DEFAULTS

11.1 Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special 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:

11.1.1 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

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

11.1.3 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.

11.1.4 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' fees and costs, and attorneys' 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 or Article VII. 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.

11.2 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.

11.3 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.

11.4 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the DEVELOPER, or 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' fees.

11.5 Certificate as to Default. Upon request by any MEMBER, or OWNER, or an Institution Lender holding a mortgage encumbering any Property Unit, 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 XII

INDEMNIFICATION

12.1 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 he is or was a member of the BOARD, employee, Officer or agent of the MASTER ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the MASTER ASSOCIATION 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 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 the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

12.1.1 To the extent that a member of the BOARD, Officer, employee or agent of the MASTER ASSOCIATION is entitled to indemnification by the MASTER ASSOCIATION in accordance with this Section 12, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

12.1.2 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 member of the BOARD, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the MASTER ASSOCIATION as authorized in this Article.

12.1.3 The indemnification provided by this Article 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 in an official capacity

while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

12.1.4 The MASTER ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the MASTER ASSOCIATION, or is or was serving at the request of the MASTER ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Assignment of Rights and Duties to MASTER ASSOCIATION. The DEVELOPER may at any time assign and delegate to the MASTER ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this Declaration or the Community Declarations. It is understood that the MASTER ASSOCIATION has been formed as a master property owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of METROWEST. Wherever herein the DEVELOPER or the MASTER ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by either the DEVELOPER or the MASTER ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in METROWEST. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the MASTER ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

13.2 Waiver. The failure of the DEVELOPER or 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 DEVELOPER or the MASTER ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or 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 he 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 his 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 (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 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 auto-

matically extended for successive periods of ten (10) years each, until a majority 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, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DEVELOPER so long as the DEVELOPER owns any portion of the Property.

13.7 Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Notice of Termination of Interest in METROWEST, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Orange County, Florida, executed by the DEVELOPER only. This Declaration may also 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; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Notice of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

13.8 Dedication to Public. Until such time as title to the Common Area is conveyed to the MASTER ASSOCIATION, the DEVELOPER shall have the sole and absolute right at any time, without necessity of approval by the MASTER ASSOCIATION, and upon 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, to dedicate to the public all or any part of the Common Area as well as any other portion of the Property deemed appropriate by the DEVELOPER. 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.

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 with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

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.

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration as of the day and year first above written.

DR3759 PG2821

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


Patricia A. Moore

DEBRA, INC., a Florida
corporation

By: 
Aaron H. Dowd,
Vice President.

(CORPORATE SEAL)

BARNETT BANK OF CENTRAL FLORIDA, N.A., the holder of a certain Receipt For Future Advance and Mortgage Modification and Extension Agreement encumbering the Property, which instrument is dated January 13, 1986, and is recorded in Official Records Book 3738, Page 165, Public Records of Orange County, Florida, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the lien of its Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of its Mortgage.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF CENTRAL
FLORIDA, N.A.

By: Janet K. Moore

Attest: Janet K. Moore

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of February, 1986, by AARON H. DOWD, as Vice President of DEBRA, INC., a Florida corporation, on behalf of the corporation.

Patricia A. Moore

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 17, 1989

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of ~~February~~ ^{March}, 1986, by Bruce W. May as Regional Senior Vice President and Janet K. Moore as Assistant Vice President on behalf of BARNETT BANK OF CENTRAL FLORIDA, N.A.

03759 PG2822

Stephen White

NOTARY PUBLIC

My Commission Expires:

CR3913 FS2944

**SUPPLEMENT NO. 1 TO THE MASTER DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST**

2833592 ORANGE CO. FL.
11:22:00AM 08/20/87

THIS SUPPLEMENT TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST is made as of this 10th day of August, 1987, by DEBRA, INC.; a Florida corporation (hereinafter referred to as the "DEVELOPER").

PREAMBLE

The DEVELOPER currently owns real property located in Orange County, Florida (the "Property"), which has been made subject to the Master Declaration of Protective Covenants and Restrictions for MetroWest (the "DECLARATION"). The DECLARATION is dated as of February 24, 1986, and was recorded March 13, 1986, in Official Records Book 3759, Page 2756, Public Records of Orange County, Florida.

Pursuant to Article II, Section 2.1 of the Declaration, the DEVELOPER may commit certain additional real property (the "Additional Property" described hereinafter) to the Covenants (as defined in the DECLARATION) contained in the DECLARATION by making a recitation to that effect in a Supplement. The Additional Property is a portion of the real property within the Master Development Plan for METROWEST. The purpose of this Supplement is to commit the Additional Property to the Covenants.

NOW, THEREFORE, the DEVELOPER hereby declares that the "Additional Property" described as METROWEST TRACT 23, according to the plat thereof, recorded in Plat Book 20, Page 30, Public Records of Orange County, Florida, shall become and be considered hereafter "Property" as defined in the DECLARATION. The Additional Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the terms, easements, covenants, conditions, restrictions, reservations, liens and charges as set forth in the DECLARATION, as if such terms, easements, etc., were fully set forth in this Supplement. The terms and conditions of the DECLARATION shall be binding on all persons having or acquiring any right, title or interest in the Additional Property and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Additional Property.

Notwithstanding anything herein to the contrary, so long as the Additional Property 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 following provisions of the DECLARATION shall not apply:

This instrument was prepared by
J. H. [illegible] and [illegible]
J. H. [illegible] and [illegible]
Gordon [illegible] and [illegible]
F. C. [illegible]
Winter 1940, Volume 10, No. 10

RETURN TO: CO. 3, ALLN, DRUM & GULDBELL, P.A.
P. O. Box 1570 (FS)
Winter Park, Florida 32790

(a) The provisions of Article V, DESIGN REVIEW, shall not apply to development of the Additional Property by the School Board.

(b) The provisions of Section 4.7, Maintenance by the OWNER, shall not apply to the Additional Property except that the School Board shall be required to maintain the Additional 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 Additional Property is no longer held by the School Board, all terms and provisions of the DECLARATION shall apply to the Additional Property.

IN WITNESS WHEREOF, the DEVELOPER has executed this Supplemental to the DECLARATION as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Bohannon V. Cook
Charles H. Mitchell

DEBRA, INC., a Florida corporation

By: [Signature]
Aaron H. Dowd, Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of August, 1987, by AARON H. DOWD, as Vice President of DEBRA, INC., a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: 3-11-88

EXHIBIT "A"

LEGAL DESCRIPTION

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 S.00°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 S.00°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.

RECORDED & INDEXED
JAN 2 1982
JAN 2 1982

OR3936 PG4 187

Ren Fee \$ 13.00 THOMAS H. LOCKER,
Add Fee \$ 2.00 Orange County
Per Tax \$ Comptroller
Int Tax \$ By 20/
Total \$ 15.00 Deputy Clerk

JLB/MS0028J
10/06/87

SUPPLEMENT NO. 2 TO THE MASTER DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST

THIS SUPPLEMENT TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST is made as of this 15th day of October, 1987, by DEBRA, INC., a Florida corporation (hereinafter referred to as the "DEVELOPER"), and VALENCIA PROPERTIES, INC., a Florida corporation (hereinafter referred to as the "PROPERTY OWNER").

2892290 ORANGE CO. FL.
03:47:00PH 11/17/87

PREAMBLE

OR3936 PG4185

A. The DEVELOPER currently owns real property located in Orange County, Florida (the "Property"), which has been made subject to the Master Declaration of Protective Covenants and Restrictions for METROWEST (the "DECLARATION"). The DECLARATION is dated as of February 24, 1986, and was recorded March 13, 1986, in Official Records Book 3759, Page 2756, Public Records of Orange County, Florida. The Property is being developed as a mixed use project known as "METROWEST".

B. The PROPERTY OWNER currently owns real property located in Orange County, Florida (the "Additional Property"), described on Exhibit "A", attached hereto and by reference made a part hereof. The Additional Property is contiguous on its northern and western boundary lines with the Property.

C. Pursuant to Article II, Section 2.2 of the DECLARATION, the DEVELOPER, along with the PROPERTY OWNER, may commit other real property to the Covenants (as defined in the DECLARATION) contained in the DECLARATION by making a recitation to that effect in a Supplement. The Additional Property is not a portion of the real property within the Master Development Plan for METROWEST. The purpose of this Supplement is to commit the Additional Property to the Covenants.

NOW, THEREFORE, the DEVELOPER and the PROPERTY OWNER hereby declare that the Additional Property shall become and be considered hereafter "Property" as defined in the DECLARATION. The Additional Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the terms, easements, covenants, conditions, restrictions, reservations, liens and charges as set forth in the DECLARATION, as if such terms, easements, etc., were fully set forth in this Supplement. The terms and conditions of the DECLARATION shall be binding on all persons having or acquiring any right, title or interest in the Additional Property and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Additional Property.

IN WITNESS WHEREOF, the DEVELOPER and the PROPERTY OWNER have

This instrument was prepared by
and should be returned to:
J. LINDSAY BUILDER, JR., Esquire
Godbold, Allen, Brown & Builder, P.A.
P. O. Box 1570
Winter Park, Florida 32790

executed this Supplement to the DECLARATION as of the day and year first above written.

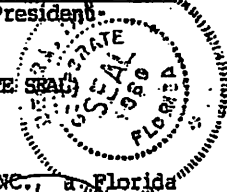
Signed, sealed and delivered
in the presence of:

Maria LaRocelle

DEBRA, INC., a Florida corporation

By: Aaron H. Dowd
Aaron H. Dowd, Vice President

(CORPORATE SEAL)



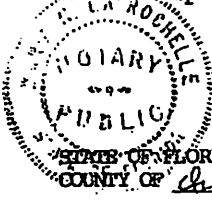
VALENCIA PROPERTIES, INC., a Florida corporation

Charles C. Price
Charles C. Price

By: Charles C. Price
Charles C. Price
Vice President

STATE OF FLORIDA)
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15th day of October, 1987, by AARON H. DOWD as Vice President of DEBRA, INC., a Florida corporation, on behalf of the corporation.



Maria LaRocelle
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug. 5, 1991
Bonded by Kuykendall

STATE OF FLORIDA)
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15th day of October, 1987, by Charles C. Price as Vice President of VALENCIA PROPERTIES, INC., a Florida corporation, on behalf of the corporation.



Mary K. Olson
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 5, 1991
Bonded by Kuykendall

EXHIBIT "A"

LEGAL DESCRIPTION

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 500°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.

RECORDED & RETURNED
Thomas H. Pocher
County Commissioner, Orange Co., FL

OR3936 PG4187

OR

SUPPLEMENT NO. 3 TO THE MASTER DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST

THIS SUPPLEMENT TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST is made as of this 4th day of January, 1988, by DEBRA, INC., a Florida corporation (hereinafter referred to as the "DEVELOPER").

PREAMBLE

A. The DEVELOPER currently holds legal title to real property located within the City of Orlando, Orange County, Florida (the "Property"), which has been made subject to the Master Declaration of Protective Covenants and Restrictions for METROWEST (the "DECLARATION"). The DECLARATION is dated as of February 24, 1986, and was recorded March 13, 1986, in Official Records Book 3759, Page 2756, Public Records of Orange County, Florida. The Property is being developed as a mixed use project known as "METROWEST".

B. The DEVELOPER currently holds legal title to additional real property located within the City of Orlando, Orange County, Florida (the "Additional Property"), which has been platted as METROWEST, UNIT TWO, according to the plat thereof recorded in Plat Book 20, Pages 142 through 145, Public Records of Orange County, Florida. The Additional Property is contiguous on its eastern boundary lines with the Property.

C. Pursuant to Article II, Section 2.1 of the DECLARATION, the DEVELOPER may commit other real property to the Covenants (as defined in the DECLARATION) contained in the DECLARATION by making a recitation to that effect in a Supplement. The Additional Property is the balance of the real property within the Master Development Plan for METROWEST not previously committed to the Covenants. The purpose of this Supplement is to commit the Additional Property to the Covenants.

NOW, THEREFORE, the DEVELOPER hereby declares that the Additional Property shall become and be considered hereafter "Property" as defined in the DECLARATION. The Additional Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the terms, easements, covenants, conditions, restrictions, reservations, liens and charges as set forth

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

J. LINDSAY BUILDER, JR., ESQUIRE
GODBOLD, ALLEN, BROWN & BUILDER, P.A.
359 Carolina Avenue
Post Office Box 1570
Winter Park, Florida 32790

Rec Fee \$ 13.00 THOMAS H. LOCKER,
Add Rec \$ 2.00 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By
Total \$ 15.00 Deputy Clerk

2971295 ORANGE CO. FL.
04:16:00PM 03/28/88
OR3968 PG1279

in the DECLARATION, as if such terms, easements, etc., were fully set forth in this Supplement. The terms and conditions of the DECLARATION shall be binding on all persons having or acquiring any right, title or interest in the Additional Property and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Additional Property.

IN WITNESS WHEREOF, the DEVELOPER has executed this Supplement to the DECLARATION as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Marion La Roche
Christian O. Platts

DEBRA, INC., a Florida corporation

By: Aaron H. Bowd, Vice President

Attest: Lindsay Butler, Jr.
Assistant Secretary

(CORPORATE SEAL)

BARNETT BANK OF CENTRAL FLORIDA, N.A., the holder of a certain Receipt For Future Advance and Mortgage Modification and Extension Agreement encumbering the Additional Property, which instrument is dated January 13, 1986, and is recorded in Official Records Book 3738, Page 0165, Public Records of Orange County, Florida, by execution hereof consents to the placing of these covenants and restrictions on the Additional Property and further covenants and agrees that the lien of its Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of its Mortgage.

Signed, sealed and delivered
in the presence of:

Sherry A. Winston
Amber Van Veenberg

BARNETT BANK OF CENTRAL FLORIDA, N.A.

By: C. Thomas Best

Attest: Mary Frances Collier

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 15th day of March, 1988, by AARON H. DOWD and J. LINDSAY BUILDER, JR., as Vice President and Assistant Secretary, respectively, of DEBRA, INC., a Florida corporation, on behalf of the corporation.

Maria LaRock
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug 5 1991
Bonded by Notary Public

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of March, 1988, by C. Ronald Beck and Mary Frances Cebalier, as Sr. Vice President and Vice President, respectively, on behalf of BARNETT BANK OF CENTRAL FLORIDA, N.A.

Sharon L. Geisler
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 17, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

OR3968 PG 1281

RECORDED & RETURNED
Thomas H. Loh
County Commissioner, Orange Co., FL.

This instrument was prepared by
and should be returned to:
J. Lindsay Builder, Jr., Esq.
Graham, Clark, Jones, Builder, Pratt & Marks
369 N. New York Avenue
P. O. Drawer 1690
Winter Park, FL 32790-2690

Orange Co FL 5744089
08/30/96 10:06:38am
OR Bk 5114 Pg 1077
Rec 19.50

**FIRST AMENDMENT TO
MASTER DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR METROWEST**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (this "Amendment") is made as of this 28th day of August, 1996, by DEBRA, INC., a Florida corporation, hereinafter referred to as the "DEVELOPER."

BACKGROUND FACTS

A. The DEVELOPER caused a certain MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST dated as of the 24th day of February, 1986, to be recorded in Official Records Book 3759, Page 2756, Public Records of Orange County, Florida (the "Master Declaration").

B. The DEVELOPER desires to amend the Master Declaration as set forth hereinafter.

C. Pursuant to Section 13.7 of the Master Declaration, so long as the DEVELOPER holds legal title to any portion of the Property (as described in the Master Declaration), the DEVELOPER may amend the Master Declaration by recordation of an amendatory instrument in the Public Records of Orange County, Florida, executed by the DEVELOPER only.

D. As of the date hereof the DEVELOPER holds legal title to portions of the Property and the DEVELOPER has not recorded a Notice of Termination of Interest in METROWEST (as described in Section 10.3 of the Master Declaration).

AMENDMENT

NOW, THEREFORE, the DEVELOPER hereby declares that, pursuant to Section 13.7 of the Master Declaration, the Master Declaration is amended as follows:

1. Section 1.31, Residential Property Unit, of the Master Declaration is amended by adding to Section 1.31 the following:

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.

2. Section 3.5, Power and Authority, is amended by deleting the existing Section 3.5 and replacing it with the following:

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. Section 4.1, Common Area, is amended by adding to Section 4.1 a new subsection 4.1.9 as follows:

4.1.9 Limitation on Designation as Common Area. Notwithstanding anything in this Section 4.1 to the contrary, the MASTER ASSOCIATION will not have the right to designate any portion of the Property as a Common Area if title to such portion of the Property has been conveyed to a third party is not deemed the DEVELOPER pursuant to the terms of the Master Declaration and is not the MASTER ASSOCIATION.

4. Section 4.10, Use of Property by the DEVELOPER, is amended by adding to Section 4.10 the following:

Notwithstanding anything in this Section 4.10 which may be interpreted to the contrary, the rights reserved to the DEVELOPER and the MASTER ASSOCIATION in this Section 4.10 to use the Property or any portion thereof will terminate as to a portion of the Property when title to that portion of the Property is transferred to a third party who is not a subsidiary or affiliate of the DEVELOPER and is not deemed the DEVELOPER pursuant to the terms of this Master Declaration.

5. Subsection 4.11.17, Vehicles and Recreational Equipment, is amended by adding to subsection 4.11.17 after the first paragraph the following:

Notwithstanding anything in this subsection 4.11.17 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.

6. Subsection 6.2.1, Utility and Governmental Services Easements, is amended by adding to subsection 6.2.1 the following:

Notwithstanding anything in this subsection 6.2.1 which may be interpreted to the contrary, the right of the DEVELOPER 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 DEVELOPER may not grant such easements across any portion of the Property title to which has been conveyed to a third party without the prior written consent and joinder of such third party.

7. Subsection 10.1.7 is removed in its entirety.

8. Subsection 10.1.8 is amended by adding to subsection 10.1.8 the following:

Notwithstanding anything in the previous sentence to the contrary, the DEVELOPER will not have the right to maintain an easement for construction staging purposes across any Property Unit, title to which has been conveyed to a third party that is not deemed the DEVELOPER pursuant to the terms of the Master Declaration and is not the MASTER ASSOCIATION.

9. Section 13.8, Dedication to Public, is amended by adding to Section 13.8 the following:

Notwithstanding anything in this Section 13.8 which may be interpreted to the contrary, the right of the DEVELOPER to dedicate to the public any portion of the Property is limited in that the DEVELOPER may not dedicate to the public any portion of the Property title to which has been conveyed to a third party that is not deemed the DEVELOPER pursuant to the terms of the Master Declaration and is not the MASTER ASSOCIATION.

10. Notwithstanding anything in Section 13.7 to the contrary, the rights granted pursuant to this Amendment may not be modified or amended by the DEVELOPER or the BOARD pursuant to Section 13.7 unless such modification or amendment is (i) joined in by all of the OWNERS of the Property affected by such modification or (ii) intended to correct a scrivener's error.

IN WITNESS WHEREOF, the DEVELOPER has executed this Amendment to Declaration as of the day and year first above written.

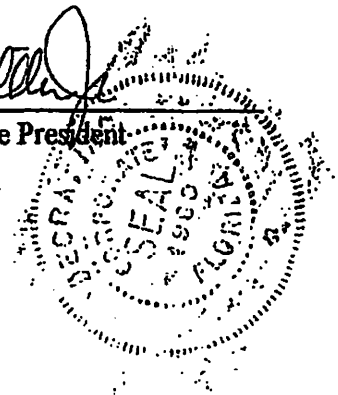
Signed, sealed and delivered
in the presence of:

Vanda D. Mitchell
Signature of witness
Print name: Vanda D. Mitchell

Jennifer S. Dukes
Signature of witness
Print name: JENNIFER S. DUKES

DEBRA, INC.

By: J. Lindsay Builder, Jr.
J. Lindsay Builder, Jr., Vice President
2100 S. Hiawassee Road
Orlando, FL 32835



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of August, 1996, by J. Lindsay Builder, Jr., the Vice President of DEBRA, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Vanda D. Mitchell
Notary Public
Print name: Vanda D. Mitchell
My Commission Expires:



Vanda D. Mitchell
MY COMMISSION # 06827516 EXPIRES
March 10, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

OR Bk 5114 Pg 1080
Orange Co FL 5744089

Recorded - Martha D. Haynie



Orange Co FL 2001-0057950
02/08/2001 10:25:10am
OR Bk 6189 Pg 2476
Rec 33.00

Prepared By and Return To:

Deborah H. Johnson, L.L.C.
Broad and Cassel
Bank of America Centre
Post Office Box 4961
Orlando, Florida 32802-4961

For Recording Purposes Only

SECOND AMENDMENT TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST

THIS SECOND AMENDMENT TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (the "Amendment") is made as of this 2nd day of February, 2001, by **METROWEST MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Master Association") and **LESLIE, L.L.C.**, a Florida limited liability company (the "Developer").

RECITALS

A. The Developer currently owns certain real property located in Orange County, Florida, which has been made subject to that certain Master Declaration of Protective Covenants and Restrictions for MetroWest recorded March 13, 1986 in Official Records Book 3759, Page 2756; Agreement Concerning Transfer of Responsibilities recorded September 17, 1986 in Official Records Book 3820, Page 4314; 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; 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; 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; First Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest recorded August 30, 1996 in Official Records Book 5114, Page 1077; Assignment and Assumption of Declarant's Rights and Obligations recorded October 25, 2000 in Official Records Book 6115, Page 4273, all of the Public Records of Orange County, Florida (collectively, the "Declaration").

B. The Master Association and Developer desire to amend the Declaration as set forth hereinafter.

C. Pursuant to Article 4.5.1. of the Declaration, once title to the Common Area is transferred to the Master Association, it shall not be released without first obtaining the written approval of the Developer.

D. The Master Association holds legal title to that certain parcel of real property, which property is deemed Common Area under the Declaration and more particularly described on *Exhibit "A"* attached hereto and incorporated herein by this reference (the "Release Property").

E. The purpose of this Amendment is to obtain from the Master Association a release of all of the Master Association's rights in and to the Release Property as Common Area and to evidence the Developer's consent to said release in accordance with Article 4.5.1. of the Declaration.

NOW, THEREFORE, for and in consideration of the mutual premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Release of Property.** The Release Property is hereby released from the Declaration as Common Area and, as of the date hereof, the Master Association shall no longer have any rights in and to the Release Property as Common Area under the Declaration. By execution below the Developer hereby consents to the foregoing release of the Release Property as Common Area from the Declaration.

3. **Modification.** Except as modified herein, the Declaration remains in full force and effect. Except as expressly otherwise defined herein, all capitalized terms contained in this Amendment shall have the same meaning as set forth in the Declaration. In the event of any conflict or ambiguity between the Declaration and this Amendment, this Amendment shall control.

[SEE PAGE 3 FOR SIGNATURES]



IN WITNESS WHEREOF, the Master Association and the Developer have caused this Amendment to be made and executed as of the day and year written above.

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

MASTER ASSOCIATION:

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

Doris Alderfer
Print Name Doris Alderfer

Print Name Pamela LaBelle Jeffrey

By: Kimball D. Woodbury
Name: KIMBALL D. WOODBURY
Title: PRESIDENT

DEVELOPER:

LESLIE, L.L.C., a Florida limited liability company

Print Name _____

Print Name _____

By: Nathan D. Benson, Manager



STATE OF FLORIDA
COUNTY OF Yamni-Abale

The foregoing instrument was acknowledged before me this 22nd day of December, 2000, by Kimball D. Woodbury the President of METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of corporation. He/She is personally known to me or has produced _____ as identification.

Doris D. Alderfer
(Signature of Notary Public)



Doris D Alderfer
My Commission CC928887
Expires April 20, 2004

Doris D. Alderfer
(Typed name of Notary Public)
Notary Public, State of Florida
My commission expires: 4-20-04

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2000, by Nathan D. Benson, as the Manager of LESLIE, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
My commission expires: _____

IN WITNESS WHEREOF, the Master Association and the Developer have caused this Amendment to be made and executed as of the day and year written above.

Signed, sealed and delivered
in the presence of:

MASTER ASSOCIATION:

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

Print Name _____

By: _____
Name: _____
Title: _____

Print Name _____

DEVELOPER:

LESLIE, L.L.C., a Florida limited
liability company

Carol A. Shannon

Print Name *Carol A. Shannon*

By: *Nathan D. Benson*

Nathan D. Benson, Manager

Karria Muns

Print Name *Karria Muns*

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2000, by _____ the _____ of METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of corporation. He/She is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
My commission expires: _____

VIRGINIA
STATE OF FLORIDA
COUNTY OF VIRGINIA BEACH
CITY

The foregoing instrument was acknowledged before me this 25th day of December, 2000, by Nathan D. Benson, as the Manager of LESLIE, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced MANAGER as identification.

Jean A. Norton
(Signature of Notary Public)

JEAN A. NORTON
(Typed name of Notary Public)
Notary Public, State of Florida VIRGINIA
My commission expires: _____

My Commission Expires November 30, 2004



OR Bk 6189 Pg 2482
Orange Co FL 2001-0057950
Recorded - Martha O. Haynie

Exhibit "A"

Legal Description of Release Property

Lot 2, "A REPLAT OF TRACT 9, METROWEST", as recorded in Plat Book 20, Pages 139, 140 and 141, Public Records of Orange County, Florida, Less all of "A REPLAT OF LOT 2, A REPLAT OF TRACT 9 METROWEST", as recorded in Plat Book 21, Pages 135, 136 and 137, Public Records of Orange County, Florida.

Less and Except:

TRACT 1 AND LOT 1 OF ESPLANADE CENTER, A REPLAT OF LOT 6, "A REPLAT OF LOT 2, A REPLAT OF TRACT 9 METROWEST", PLAT BOOK 21, PAGES 135, 136 AND 137, AND A REPLAT OF A PORTION OF LOT 2, "A REPLAT OF TRACT 9 METROWEST", PLAT BOOK 20, PAGE 139, 140 AND 141, RECORDED IN PLAT BOOK 46, PAGE 25, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

2007



This instrument was prepared by
And should be returned to:
Jeffrey P. Wieland, Esquire
Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

INSTR 20060091304
OR BK 08471 PG 1428 PGS=2
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
02/08/2006 12:14:38 PM
REC FEE 10.50

**THIRD AMENDMENT TO
MASTER DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR METROWEST**

THIS THIRD AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (this "Amendment") is made as of this 23rd day of January, 2006 by ALLIANCE LLC, a Florida limited liability company, hereinafter referred to as the "DEVELOPER").

BACKGROUND FACTS

A. The DEVELOPER is the Developer/Declarant under that certain Master Declaration of Protective Covenants and Restrictions for MetroWest dated as of the 24th day of February, 1986, and recorded in Official Records Book 3759, Page 2756, Public Records of Orange County, Florida (the "Master Declaration").

B. The DEVELOPER desires to amend the Master Declaration as set forth hereinafter.

C. Pursuant to Section 13.7 of the Master Declaration, so long as the DEVELOPER holds legal title to any portion of the Property (as described in the Master Declaration), the DEVELOPER may amend the Master Declaration by recordation of an amendatory instrument in the Public Records of Orange County, Florida, executed by the DEVELOPER only.

D. As of the date hereof the DEVELOPER holds legal title to portions of the Property and the DEVELOPER has not recorded a Notice of Termination of Interest in METROWEST (as described in Section 10.3 of the Master Declaration).

AMENDMENT

1. Collection by Community Associations. Section 7.3.1 of the Master Declaration is hereby amended and restated to read as follows:

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

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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 of 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 this Declaration. 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 Subsection 7.6.

IN WITNESS WHEREOF, the DEVELOPER has executed this Amendment to Declaration as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

ALLIANCE LLC


SIGNATURE OF WITNESS

Cabrina Webb
PRINT NAME OF WITNESS

By: 
Ken Simback, Manager


SIGNATURE OF WITNESS

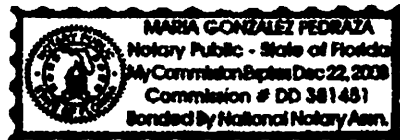
Shawna Braunstein
PRINT NAME OF WITNESS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23 day of January, 2006, by Ken Simback as Manager of Alliance LLC, a Florida limited liability company on behalf of the LLC. He is personally known to me or has produced _____ (type of identification) as identification.


NOTARY PUBLIC, STATE OF FLORIDA

Notary Stamp



{OR953816;1}

Prepared by and return to:
Matt G. Firestone, Esq.
Pohl & Short, P.A.
280 West Canton Avenue
Suite 410
Winter Park, FL 32790
9043-1

DOC # 20100032701 B: 9989 P: 1602
01/15/2010 03:41:19 PM Page 1 of 5
Rec Fee: \$44.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: POHL & SHORT PA



FOURTH AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST

THIS AMENDMENT is made this 5th day of January, 2010, by METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "MASTER ASSOCIATION").

WHEREAS, that certain "Master Declaration of Protective Covenants and Restrictions for Metrowest" has been recorded in the Public Records of Orange County, Florida, at OR Book 3759, Pages 2764-2839 (the "Declaration"), pertaining to the property described therein; and

WHEREAS, there have been three prior supplements to the Declaration, recorded in the Public Records of Orange County, Florida, at OR Book 3913, Pages 2944-2945, at OR Book 3936, Pages 4185-4187, and at OR Book 3968, Pages 1279-1381; and three prior amendments to the Declaration, recorded in the Public Records of Orange County, Florida, at OR Book 5114, Pages 1077-1080; OR Book 6189, Pages 2476-2482, and OR Book 8471, Pages 1428-1429;

WHEREAS, the MASTER ASSOCIATION wishes to further amend certain provisions in the Declaration; and

WHEREAS, Hiawasse Orlando, LLC, the purported successor of DEVELOPER of the MASTER ASSOCIATION ("Successor"), may have the right, under paragraph 13.7 of the Declaration, to amend the Declaration by a written instrument signed by Successor; and

WHEREAS, should the Successor not have the right, under paragraph 13.7 of the Declaration, to amend the Declaration by a written instrument signed by Successor, the Board of Directors would have the right to amend the Declaration, through the approval of the amendment by at least 2/3 of the members of the board; and

WHEREAS, the present amendment has been approved by the Successor and approved by at least 2/3 of the members of the board.

NOW, THEREFORE, the Declaration is amended as follows:

1. A new Paragraph 4.11.29 is added, which shall read as follows:

4.11.29 Enforcement of Non-Monetary Provisions. In addition to any rights and remedies listed elsewhere in the Declaration, to the extent the MASTER ASSOCIATION incurs administrative costs or fees or legal costs or legal fees in the enforcement of any of the provisions of Article IV, or in the enforcement of any rules or regulations enacted by the MASTER ASSOCIATION, including but not limited to costs or fees associated with sending demands to an OWNER or to a Community Association, costs or fees associated with conducting mediations with an OWNER or a Community Association, or costs or fees associated with a lawsuit involving an OWNER or a Community Association, the MASTER ASSOCIATION will be entitled to recover said costs and fees from both the OWNER and Community Association. The MASTER ASSOCIATION shall be entitled to levy a Special Assessment against the Property Unit that is in violation of the provisions of Article IV, or that is in violation of any rules or regulations enacted by the MASTER ASSOCIATION, as well as against any Community Common Area of the Community Association, as provided in Article VII. The provisions of this paragraph shall apply notwithstanding any other provision within 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

2. The following sentences are added to the end of Paragraph 7.1:

Notwithstanding anything to the contrary contained in the Declaration, the Community Association shall be liable for payment of the aggregate assessments, and other charges, attributable to Property Units under the jurisdiction of the Community Association regardless of whether the Owners of those Property Units submit payment to the Community Association. This liability is in addition to, and not in place of, the liability of the Owners to remit payment 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 paragraph shall apply notwithstanding any other provision within 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.

3. A new Paragraph 7.6.7 is added, which shall read as follows:

7.6.7 Enforcement Against Community Associations. The rights and remedies available to the MASTER ASSOCIATION in regard to the failure of Owners of Property Units 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 Units. In the event the MASTER ASSOCIATION chooses to record a lien to secure payment from a Community Association, that lien can be recorded against all Community Common Area of the Community Association. The provisions of this paragraph shall apply notwithstanding any other provision within 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.

4. A new Paragraph 7.10 is added, which shall read as follows:

7.10 Mortgage Foreclosure Actions and Bankruptcy Proceedings. To the extent the MASTER ASSOCIATION incurs administrative costs or fees or legal costs or legal fees in connection with a bankruptcy proceeding or mortgage foreclosure action involving the OWNER or a Community Association, the MASTER ASSOCIATION will be entitled to recover said costs and fees from the OWNER or Community Association. In the case of a bankruptcy proceeding or mortgage foreclosure action involving an OWNER of a Property Unit, that OWNER, as well as the Community Association with jurisdiction over the Property Unit, will be jointly and severally liable for said charges. The MASTER ASSOCIATION shall be entitled to levy a Special Assessment against the Property Unit owned by the Owner that has filed the bankruptcy proceeding or that is the subject of the mortgage foreclosure action, as well as against any Community Common Area of the Community Association, as provided in Article VII. The provisions of this paragraph shall apply notwithstanding any other provision within 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.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Witnesses.

Printed Name: Jessica Coleman

Printed Name: Roger Edwards

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

By: Jeremy Hollis

Printed Name: Jeremy Hollis

Title: President

Witnesses:

Printed Name: Roger Edwards

Printed Name: Jessica Coleman

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

By: [Signature]

Printed Name: C. SHAKARIAN
Title: Secretary

Witnesses:

Printed Name: Roger Edwards

Printed Name: Jessica Coleman

HIAWASSEE ORLANDO, LLC,
a Florida LLC

By: [Signature]

Printed Name: C. SHAKARIAN
Title: Managing Member

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of January, 2010, by Jeremy Hollis, as President of the METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

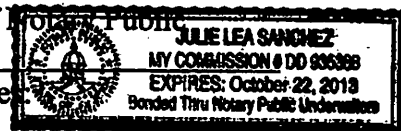
Notary Public (signature)

JULIE SANCHEZ

Typed/Printed name of Notary Public

Commission No. _____

My Commission Expires _____



STATE OF FLORIDA
COUNTY OF ORANGE

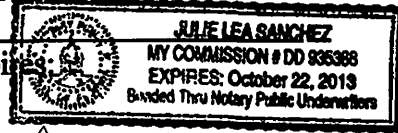
The foregoing instrument was acknowledged before me this 5th day of January, 2010, by Cari Shakarian, as Secretary of the METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced _____ as identification.


Notary Public (signature)

JULIE SANCHEZ
Typed/Printed name of Notary Public

Commission No. _____

My Commission Expires _____



STATE OF FLORIDA)
COUNTY OF ORANGE)

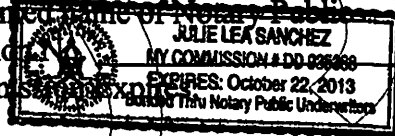
The foregoing instrument was acknowledged before me this 5th day of January, 2010, by Carl Shakarian, as managing member of HIAWASEE ORLANDO, LLC, a Florida LLC, as the successor of DEVELOPER of METROWEST MASTER ASSOCIATION, INC. He/she ☒ is personally known to me or ☐ has produced _____ as identification.


Notary Public (signature)

JULIE SANCHEZ
Typed/Printed name of Notary Public

Commission No. _____

My Commission Expires _____



State of FLORIDA, County of ORANGE

I hereby certify that this is a true and correct copy of

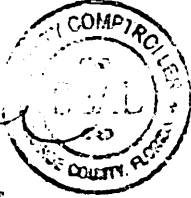
the document recorded in the Public Records of

MARTHA O. HAYNIE, COUNTY COMPTROLLER

By: Martha O. Haynie

Deputy Comptroller

Dated: 09-23-14



**FIFTH AMENDMENT TO MASTER DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR METROWEST**

THIS FIFTH AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (this "Amendment") is made as of this 17th day of September, 2014 by METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "Master Association").

WHEREAS, that certain "Master Declaration of Protective Covenants and Restrictions for Metrowest" has been recorded in the Public Records of Orange County, Florida, at OR Book 3759, Page 2756 (the "Master Declaration");

WHEREAS, there have been three prior supplements to the Master Declaration, recorded in the Public Records of Orange County, Florida at OR Book 3913, Page 2944; OR Book 3936, Page 4185; and OR Book 3968, Page 1279; and four prior amendments to the Master Declaration, recorded in the Public Records of Orange County, Florida, at OR Book 5114, Page 1077; OR Book 6189, Page 2476; OR Book 8471, Page 1428 and OR Book 9989, Page 1602;

WHEREAS, the Master Association wishes to further amend certain provisions in the Master Declaration.

NOW, THEREFORE, the Master Declaration is amended as follows:

1. Section 3.4.1 is hereby added to the Master Declaration, and states:

Community Associations shall have the absolute obligation to conduct an election for members of its Board 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 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:

- (i) **Appoint an interim Board until such time as a new Board is duly elected;**
- (ii) **Conduct a special election for such Community Association in accordance with the election procedures utilized by the Master Association;**

Nothing in this Section 3.4.1 shall in any way amend, limit or reduce any other rights in this Declaration granted to either the Master Association or the Developer.

IN WITNESS WHEREOF, this instrument has been executed as of the date and year first above written.

Witnesses:

Angela P. Berkeley
Printed Name: Angela P. Berkeley
Sylvia S. Brown
Printed Name: Sylvia S. Brown

METROWEST MASTER
ASSOCIATION, INC.

a Florida not-for-profit
corporation

By: [Signature]
Printed Name: Carl J. Shakarian
Title: Master Developer

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 17th day of September, 2014 by Carl J. Shakarian, Master Developer of Metrowest Master Association, Inc., who is personally known to me.

Angela P. Berkeley
Notary Public

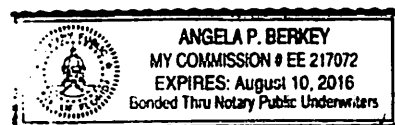


EXHIBIT "B"

BYLAWS

OF

METROWEST MASTER ASSOCIATION, INC.

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BYLAWS

OF

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

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 Articles of Incorporation (the "Articles"), and the MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (the "Declaration"). The MASTER ASSOCIATION shall have all of the powers provided in these Bylaws, the Articles, the Declaration (collectively, the "Governing Documents"), 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 follows:

3.2.1 Residential Property Units. The DEVELOPER, in its sole discretion, shall determine the number of Residential Property Units which may be constructed on any portion of the Property. Such number of Residential Property Units 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 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 in the Declaration.

Even though the OWNER of a multi-family residential apartment complex 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 by the DEVELOPER to the portion of the Property upon which the apartment complex is built.

3.2.2 Commercial. The DEVELOPER, in its sole discretion, shall determine the number of square feet of floor area and/or the number of hotel rooms which may be constructed on any portion of the Property intended for Commercial uses. 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 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, and excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Portions of the Property to be used for hotel 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, and excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Because the DEVELOPER and the Master Development Plan do 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 DEVELOPER 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 DEVELOPER. The number of votes attributable to the DEVELOPER shall be the total number of votes determined by the Master Development Plan reduced by the number of votes attributable to the Property Units sold to OWNERS.

3.2.5 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.

3.2.6 Voting by Co-OWNERS. If the Property Unit associated with the membership of a MEMBER is owned by more

OR 3759 PG 2

than one individual or by an 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) shall continue to be counted for purposes of determining the existence of a quorum.

3.2.7 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 authorize only 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 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 another OWNER, the appropriate portion of the number of Residential Property Units, square feet of floor area or hotel rooms originally assigned to the Property Unit shall automatically be assigned 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 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 (seller) 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 Right of the DEVELOPER. Notwithstanding anything contained in these Bylaws, the Articles or the Declaration to the contrary, so long as the DEVELOPER owns any portion of the Property, and the DEVELOPER has not caused to be recorded in the Public Records of Orange County, Florida, a Certificate of Termination of Interest in METROWEST, no vote of the MEMBERS shall be effective without approval in writing by the DEVELOPER. The Certificate of Termination of Interest in METROWEST will terminate any and all right, title and obligation of the DEVELOPER in the operation and control of the MASTER ASSOCIATION.

3.6 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 regular 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 a 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, provided that notice is given by announcement at the meeting at which such adjournment is taken. If, however, such an 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 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 these 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 electing members of the BOARD and transacting any other business shall be held at 9:00 a.m. on the first Saturday in April or at such other time in the month of April as shall be selected by the BOARD. If the BOARD fails to call the annual meeting by the end of April, then within thirty (30) days after the 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 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 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 absence, the Vice President shall act as chairman of the meeting. The Secretary, or in his 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 minutes 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 three (3) nor more than nine (9) members. So long as the DEVELOPER is entitled to appoint all members of the BOARD pursuant to the Articles, the number of members of the BOARD will be determined, and may be changed from time to time, by the DEVELOPER by written notice to the BOARD. In the absence of such notification, there shall be three (3) members of the BOARD.

5.1.2 When the DEVELOPER is no longer entitled to appoint all members of the BOARD, the number of members of the BOARD shall be increased to at least five (5).

5.1.3 Notwithstanding the foregoing, in no event shall there be less than three (3) members of the BOARD, and the number of members of the BOARD shall always be an odd number. The MEMBERS shall not have the right to change the number of members of the BOARD so long as the DEVELOPER has the right to determine the number of members of the BOARD as set forth above.

5.2 Election of Members of the BOARD. Election of members of the BOARD to be elected by the MEMBERS of the MASTER ASSOCIATION shall be conducted in the following manner:

5.2.1 At any time after the DEVELOPER no longer has the right to appoint one or more members of the BOARD or upon the earlier voluntary relinquishment by the DEVELOPER of its right to appoint any or all members of the BOARD, the existing BOARD shall appoint a nominating committee composed of MEMBERS (or the representative of Community Association MEMBERS). 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 in writing of proposed members of the BOARD to members of the nominating committee.

5.2.2 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 (see subsection 5.1.2). Such nominations may be made from among MEMBERS or nonmembers as the committee in its discretion shall determine. 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, 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 nomination and the placement of his name on the ballot. Nominations shall be placed on a written ballot provided in subsection 5.2.3 for the mailing of such ballots to the MEMBERS.

5.2.3 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 nominated by the nominating committee;

(c) contain a space for write-in vote by the MEMBERS; and

(d) 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 his 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.

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.

5.2.4 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 his proxy, the number of votes of that MEMBER, and such other information as the BOARD may determine will serve to establish his 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.

5.2.5 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 his proxy; and

(b) that the signature of the MEMBER or his 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.

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. 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.

5.3 Term of Office. On the first occasion that the MEMBERS, other than the DEVELOPER, have the opportunity to elect any members of the BOARD, the MEMBERS shall have the right to elect at least two (2) members of the BOARD. The term of office of the member of the BOARD receiving the highest number of votes shall be two (2) years and the term of office of the member of the BOARD receiving the next highest number of votes at such meeting shall be one (1) year. One (1) member of the BOARD shall hold office until the third annual meeting after his election, and the other member of the BOARD shall hold office until the second annual meeting after his election. Each member of the BOARD shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Just prior to each annual meeting thereafter, new members of the BOARD shall be elected to fill vacancies created by the death, resignation, removal, judicial adjudication of mental incompetence or expiration of the terms of past members of the BOARD and the term of each such member of the BOARD shall be two (2) years.

On the first occasion that the MEMBERS, other than the DEVELOPER, have the opportunity to elect all members of the BOARD, the new members of the BOARD shall be elected to replace the members of the BOARD appointed by the DEVELOPER as provided in these Bylaws. The term of office of the two (2) members of the BOARD receiving the highest number of votes shall be two (2) years and the term of office of the other member of the BOARD shall be one (1) year. It is the intention of this provision to create staggered terms so that at least one-third (1/3) of the members of the BOARD shall be elected each year. The term of office of each member of the BOARD elected to fill a vacancy created by the expiration of the term of office of the respective

past member of the BOARD shall be two (2) years. The term of office of each member of the BOARD elected or appointed to fill a vacancy created by the resignation, death or removal of his predecessor shall be the balance of the unserved term of his predecessor. Any Person serving as a member of the BOARD may be re-elected, and there shall be no limitation on the number of terms during which he 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 at the meeting at which they were elected, 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 telephone or telegraph, 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.

5.9 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all 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 so that any discussion may be heard 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 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 other than a member appointed by the DEVELOPER 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 Any member of the BOARD other than a member appointed by the DEVELOPER 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. Vacancies on the BOARD of any member of the BOARD appointed by the DEVELOPER shall be filled by appointment by the DEVELOPER. Unless the vacancy is filled by the MEMBERS in accordance with subsection 5.16.2, vacancies on the BOARD of any member of the BOARD elected by MEMBERS 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.

5.18 Members of the BOARD Appointed by the DEVELOPER. Notwithstanding anything contained herein to the contrary, the DEVELOPER shall always have the right to appoint the maximum number of members of the BOARD in accordance with the privileges granted to the DEVELOPER pursuant to the Articles. All members of the BOARD appointed by the DEVELOPER shall serve at the pleasure of the DEVELOPER, and the DEVELOPER shall have the absolute right, at any time, and in its sole discretion, to remove any member of the BOARD appointed by it, and to replace such member with another person to serve on the BOARD. Replacement of any member of the BOARD appointed by the DEVELOPER shall be made by written notice to the MASTER ASSOCIATION which shall specify the name of the person designated as successor member of the BOARD. The removal of any member of the BOARD and the designation of his successor by the DEVELOPER shall become effective immediately upon delivery of such written notice by the DEVELOPER. The

DEVELOPER may waive its right to appoint one or more members of the BOARD which it has the right to appoint at any time upon written notice to the MASTER ASSOCIATION, and thereafter such member(s) of the BOARD shall be elected by the MEMBERS.

5.19 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.

5.20 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 these Bylaws, the Articles, the Declaration, 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:

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

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

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

5.20.4 The employment and dismissal of personnel.

5.20.5 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.

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

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

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

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

5.20.10 Borrowing money on behalf of the MASTER ASSOCIATION provided however, that the consent of the MEMBERS

having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$25,000.00.

5.20.11 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 and 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.

5.20.12 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.

5.20.13 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.

5.20.14 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.

5.20.15 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 successor shall have been elected, qualified, or until his death, resignation, or removal.

6.2 Resignation. Any Officer of the MASTER ASSOCIATION may resign at any time by giving written notice of his 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 may be filled for the unexpired portion of the term of the office which shall be vacant 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 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 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 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 shall have custody of the seal of the MASTER ASSOCIATION and affix the

same to instruments requiring a seal. He 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 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 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 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, neither this provision, nor the provision that members of the BOARD will not be compensated unless otherwise determined by the MEMBERS, shall preclude the BOARD from employing a member of the BOARD or an Officer as an employee of the MASTER ASSOCIATION and compensating such employee, nor shall they 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.

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 operating 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 Special 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 Roberts' 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 resolution to amend these Bylaws may be proposed by any member 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 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.3 Adoption of Amendments.

9.3.1 As long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend these Bylaws without the joinder or approval of any member of the BOARD or any MEMBER. No amendment to these Bylaws shall be effective without the written approval of the DEVELOPER as long as the DEVELOPER owns any portion of the Property.

9.3.2 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the MASTER ASSOCIATION.

9.4 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. So long as the DEVELOPER owns any portion of the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment.

9.5 Execution and Recording. No modification of, or amendment to, these Bylaws shall be valid unless recorded in the Public Records of Orange County, Florida.

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.

JLB/BY0008D

RECEIVED & INDEXED
Thomas G. Loh

Prepared by:
Carl Shakarian

DOCH 20110140735 B: 10187 P: 2421
03/18/2011 01:40:08 PM Page 1 of 2
Rec Fee: \$18.50
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: THE CONTINENTAL GROUP



Return to:
The Continental Group
6401 Time Square Avenue, A-1
Orlando, FL 32835

**FIRST AMENDMENT TO BY-LAWS OF
METROWEST MASTER ASSOCIATION, INC.**

THIS AMENDMENT is made this 18TH day of MARCH, 2011, by HIAWASSEE ORLANDO, LLC., a Florida limited liability company (the "Developer").

WHEREAS, the By-Laws of the Association have been recorded in the Public Records of Orange County, Florida, at OR Book 3759, Pages 2840-2862 (the "Bylaws"); and

WHEREAS, the Developer wishes to amend certain provisions in the Bylaws; and

WHEREAS, the written approval of Hiawassee Orlando, LLC, the successor of DEVELOPER of the METROWEST MASTER ASSOCIATION ("Association"), may be required to effectively amend the Bylaws, under paragraph 9.3.1 of the Bylaws; and

WHEREAS, the present amendment has been unilaterally approved, under paragraph 9.3.1 of the Bylaws by the Successor.

NOW, THEREFORE, the Bylaws are amended as follows:

1. The language of Section 5.3 of the Bylaws, entitled "Term of Office ", is hereby amended as follows:

- (a) In the first paragraph the second and third sentence of Section 5.3 shall be deleted in its entirety and replaced by the following sentence: "The term of any newly elected member will be one (1) year and such member cannot be reelected for another term."
- (b) In the first paragraph the current fourth sentence will remain unchanged and will become the new third sentence.
- (c) In the first paragraph the fifth sentence will be partially amended so that the end of the sentence which states, "shall be two (2) years," will be replaced with "shall be one (1) year." This will be the new fourth sentence.
- (d) In the second paragraph before the first sentence the following sentence will be inserted: "This paragraph is exclusively relates to the occasion that the Developer no longer has the right to appoint directors."

2. Bylaws to remain in Full Force and Effect. Except as specifically amended herein, the Bylaws shall remain in full force and effect.

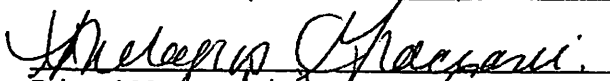
Signature page follows

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Witnesses:



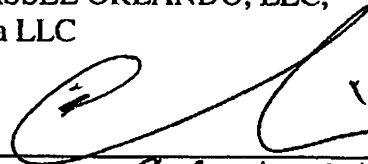
Printed Name: Faisal Ansari



Printed Name: Milagros Graciani

HIAWASSEE ORLANDO, LLC,
a Florida LLC

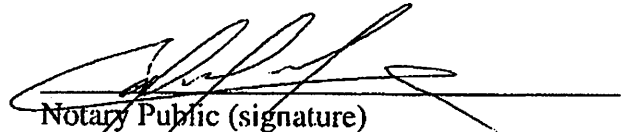
By:



Printed Name: CARL SHAKARIAN
Title: Managing Member

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 16th day of MARCH, 2011, by CARL SHAKARIAN, as managing member of HIAWASSEE ORLANDO, LLC, a Florida LLC, as the successor of DEVELOPER of METROWEST MASTER ASSOCIATION, INC. He/she [] is personally known to me or [] has produced FIDC as identification.


Notary Public (signature)

Rafael Rios
Typed/Printed name of Notary Public
Commission No. 10/02/2011
My Commission Expires:



Prepared by:
Carl Shakarian

Return to:
The Continental Group
6401 Time Square Avenue, A-1
Orlando, FL 32835

DOCH 20110167949 B: 10193 P: 5113
04/01/2011 08:59:48 AM Page 1 of 2
Rec Fee: \$18.50
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: THE CONTINENTAL GROUP



**SECOND AMENDMENT TO BY-LAWS OF
METROWEST MASTER ASSOCIATION, INC.**

THIS AMENDMENT is made this 31 day of MARCH, 2011, by HIA WASSEE ORLANDO, LLC., a Florida limited liability company (the "Developer").

WHEREAS, the By-Laws of the Association have been recorded in the Public Records of Orange County, Florida, at OR Book 3759, Pages 2840-2862 (the "By-Laws"); and

WHEREAS, the Developer wishes to amend certain provisions in the Bylaws; and

WHEREAS, the written approval of Hiawassee Orlando, LLC, the successor of DEVELOPER of the METROWEST MASTER ASSOCIATION ("Association"), may be required to effectively amend the Bylaws, under paragraph 9.3.1 of the Bylaws; and

WHEREAS, the present amendment has been unilaterally approved, under paragraph 9.3.1 of the Bylaws by the Successor.

NOW, THEREFORE, the Bylaws are amended as follows:

1. The language of Section 5.3 of the Bylaws , entitled "Term of Office", is hereby amended as follows:
 - (a) In the first paragraph the second and third sentence of Section 5.3 shall be deleted in its entirety and replaced by the following sentence: "The term of Board members elected after March 18th, 2011 shall be for a period of one (1) year running from the date of the member's election until the following annual meeting and election of such member's successor. No elected member of the BOARD, whether serving as a member as of March 18th, 2011 or thereafter, shall be eligible for reelection and holding membership on the BOARD."
 - (b) In the first paragraph the current fourth sentence will remain unchanged and will become the new third sentence.
 - (c) In the first paragraph the fifth sentence will be partially amended so that the end of the sentence which states, " shall be two (2) years," will be replaced with " shall be one (1) year." This will be the new fourth sentence.
 - (d) In the second paragraph before the first sentence the following sentence will be inserted: "This paragraph exclusively relates to the occasion that the Developer no longer has the right to appoint directors."
2. Bylaws to remain in Full Force and Effect. Except as specifically amended herein, the Bylaws shall remain in full force and effect.

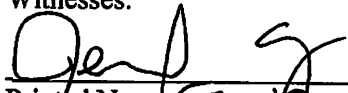
State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By: [Signature]
Deputy Comptroller
Dated: 4-1-11

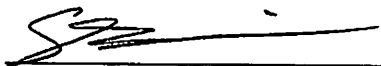


Signature page follows

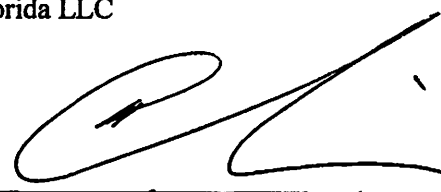
IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Witnesses:


Printed Name: Jennifer Eng

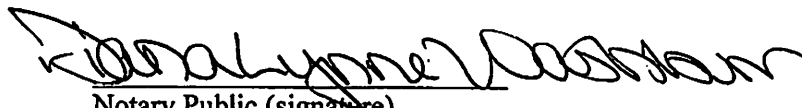

Printed Name: Sable Shakarian

HIA WASSEE ORLANDO, LLC,
a Florida LLC

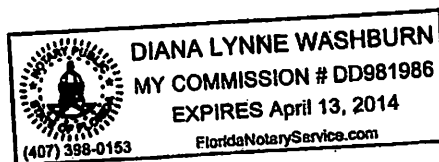
By: 
Printed Name: CARL SHAKARIAN
Title: Managing Member

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of March, 2011,
by Carl Shakarian, as managing member of HIA WASSEE ORLANDO, LLC, a Florida
LLC, as the successor of DEVELOPER of METROWEST MASTER ASSOCIATION, INC. He/She ☒
is personally known to me or ☐ has produced _____ as identification.


Notary Public (signature)

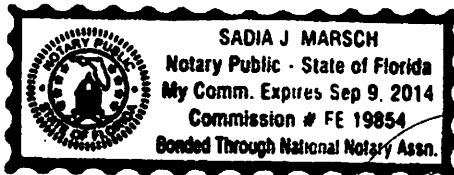
Diana Lynne Washburn
Typed? Printed name of Notary Public
Commission No. DD981986
My Commission Expires: 4-13-2014



Amendment to By-laws

I hereby amend the election section of the bylaws of the MWMA pertaining to the counting of ballots cast by the membership for the election of board members:

Once votes have been cast by the membership in a good faith attempt of accordance with quorum requirements set forth in the bylaws, there shall be only two consecutive attempts at counting the ballots. If the quorum requirements for counting the ballots cannot be established at either two attempts then the ballots will be counted at the first board meeting to follow the second attempt at counting the ballots. The board shall open and count the ballots and the new board member shall be announced and seated immediately.



Developer

CARL SHAKARIAN
FL DL S265-130-47-427-0
CARL John Shakarian

S Marsch
9/27/2010

DOCH 20100561342 B: 10110 P: 4087
09/27/2010 03:30:58 PM Page 1 of 2
Rec Fee: \$18.50
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: CARL SHAKARIAN



b) For an acknowledgment in an individual capacity:

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 27 day of
Sept 2010, (year), by (name of person acknowledging). Carl John Shakarian



(Signature of Notary Public - State of Florida)

Sadia J. Marsch

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced FL DL S265-30-47-427-0

(c) For an acknowledgment in a representative capacity:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, (year), by (name of person) as (type of authority, . . . e.g. officer, trustee, attorney in
fact) for (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

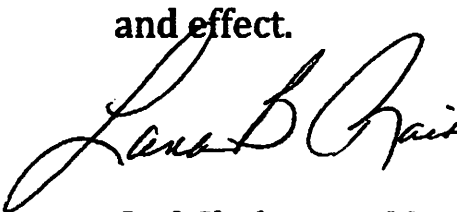
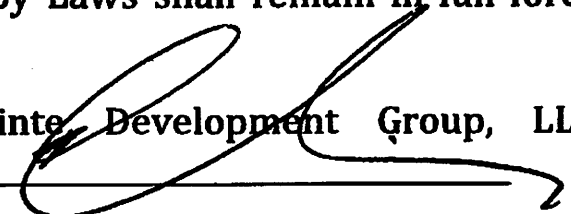
**AMENDMENT TO BY-LAWS OF METROWEST MASTER
ASSOCIATION, INC.**

The By-Laws of MetroWest Master Association, Inc. are hereby Amended this 26th day of February, 2013 by the Developer of MetroWest, Westpointe Development Group, LLC.

The By-Laws are hereby Amended as follows: The following sentence is added to Section 5.8:

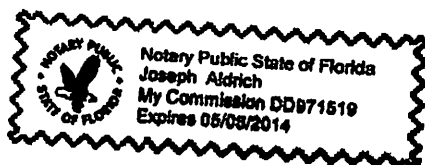
Anything in this Section notwithstanding, any ^{CJS} Board Member may call an emergency meeting of the Board of Directors, and in such event the Notice requirement herein shall be shortened to a minimum of one (1) hours notice. The member calling the meeting will notify the Board Members of the reason for the emergency and the agenda, and in such event said meeting shall be conducted by telephone if the members are not immediately available.

All other provisions of the By Laws shall remain in full force and effect.

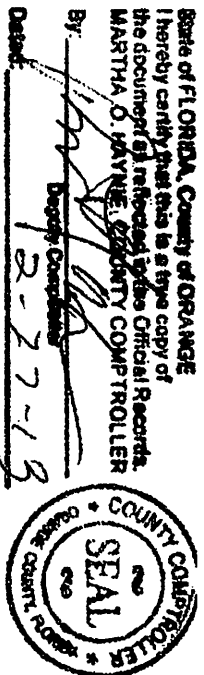
 Westpointe Development Group, LLC
By: 
Carl Shakarian, Managing Member

The foregoing instrument was acknowledged before me this 26th day of February, 2013 by Carl Shakarian as Managing Member of Westpointe Development Group, LLC as the Successor Developer of MetroWest, who produced Drivers License as identification.

 Notary Public



DOCH 20130113592 B: 10528 P: 8620
02/27/2013 12:45:04 PM Page 1 of 1
Rec Fee: \$10.00
Martha O. Haynie, Comptroller
Orange County, FL
NB - Ret To: WESTPOINTE DEV GRP LLC





FIFTH AMENDMENT TO BY-LAWS OF METROWEST MASTER ASSOCIATION, INC.

Westpointe Development Group, LLC, Developer of MetroWest, hereby adopts the following Fifth Amendment to the By-Laws of MetroWest Master Association, Inc. pursuant to Section 9.3.1 of the By-Laws. The By-Laws are hereby amended as follows:

1. The following sentences shall be added to the end of Section 5.2.1:

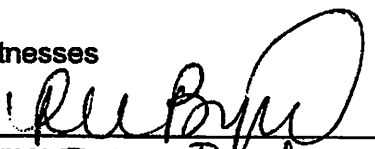
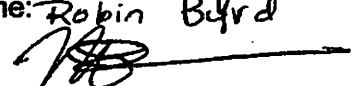
The election of Board Members shall occur between November 15 and December 15 in even numbered years. Therefore, there shall be no election in 2013, and the next election shall occur between said dates in 2014, with the current Board members continuing to serve until the next election.

2. Section 5.3 (as amended) is hereby deleted in its entirety and replaced by the following new Section 5.3:

Section 5.3 Term of Office. On the first occasion that the Members, other than the Developer, have the opportunity to elect any members of the Board, the Members shall have the right to elect at least two (2) members of the Board. The term of office of the members of the Board elected by the Members shall be for a period of two (2) years, running from the date of the election in even numbered years as provided under Section 5.2.1 until the next election as provided thereunder. Each member of the Board shall hold office until his successor is elected, or until his death, resignation, removal or adjudication of mental incompetence. For so long as the Developer appoints a majority of the Board, no member of the Board that has been elected by the Members may serve more than one term as a Board member.

3. Except as specifically amended hereby, the By Laws, as amended, shall remain in full force and effect.

Witnesses


Name: Robin Byrd

Name: Michael O'Duian Jr.


State of Florida
County of Orange

Westpointe Development Group, LLC

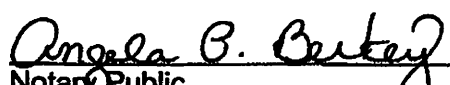
By: 
Carl J. Shakarian, Managing Member

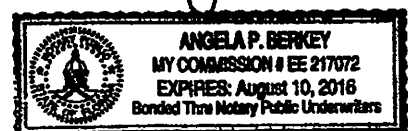
The foregoing instrument was acknowledged before me this 19th day of March, 2013 by Carl J. Shakarian, Managing Member of Westpointe Development Group, LLC, who is personally known to me.

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER


Deputy Comptroller
3/19/13




Notary Public



SIXTH AMENDMENT TO BY-LAWS OF METROWEST MASTER ASSOCIATION, INC.

Westpointe Development Group, LLC, Developer of MetroWest, hereby adopts the following Sixth Amendment to the By-Laws of MetroWest Master Association, Inc. pursuant to Section 9.3.1 of the By-Laws. The By-Laws are hereby amended as follows:

Section 4.6 of the By Laws is hereby deleted in its entirety and replaced with the following new 4.6:

4.6 Annual Meeting. The annual meeting for the purpose of transacting business of the MASTER ASSOCIATION shall be held between the dates of November 15 and December 15 each year at a time place as set by the BOARD. Election of members of the BOARD shall take place in even numbered years only, at the annual meeting occurring in such even numbered years, as governed by Section 5.2.1 and Section 5.3 of these By Laws, as amended. If the BOARD fails to call the annual meeting as set forth herein, than 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.

Except as specifically amended hereby, the By Laws, as amended, shall remain in full force and effect.

Witnesses

Westpointe Development Group, LLC

Name: DAN Fournier

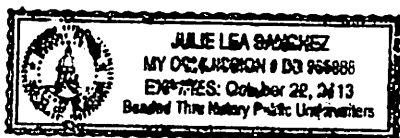
By:

Carl J. Shakarian, Managing Member

Name: Brandy Posey

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 25th day of March, 2013 by Carl J. Shakarian, Managing Member of Westpointe Development Group, LLC, who is personally known to me.



Notary Public

State of FLORIDA, County of ORANGE
I hereby certify that the foregoing is a true and correct copy of the document as recorded in the Public Records of
MARSHA O. HAYNIE, COUNTY CLERK/CLERK

By: Marsha O. Haynie
County Clerk



DOCH 20130165095 B: 10543 P: 4678
03/26/2013 03:05:26 PM Page 1 of 1
Rec Fee: \$10.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: BYRD AND BYRD





**SEVENTH AMENDMENT TO THE BY-LAWS OF
METROWEST MASTER ASSOCIATION, INC.**

Westpoint Development Group, LLC, Developer of MetroWest, hereby adopts the following Seventh Amendment to the By-Laws of MetroWest Master Association, Inc. pursuant to Section 9.3.1 of the By-Laws. The By-Laws are hereby amended as follows:

1. Section 5.1.2 of the By-Laws is hereby deleted in its entirety and replaced by the following new Section 5.1.2:

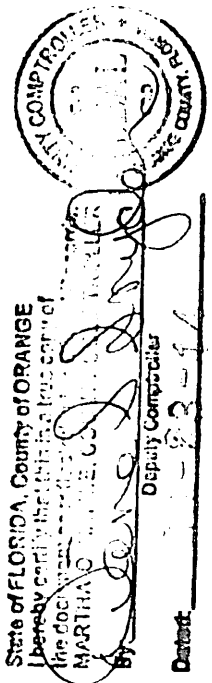
For so long as the Developer is entitled to appoint a majority of the members of the BOARD, there shall be a minimum of three (3) members of the BOARD.

2. Section 5.3 of the By-Laws is hereby amended as follows:

The words "two (2) members" in the first sentence of Section 5.3 is hereby replaced with the words "one (1) member".

3. Section 5.2.6 is hereby added to the By-Laws, which states:

For so long as the Developer has the right to appoint a majority of the BOARD, the election of the remaining member or members of the BOARD shall be as prescribed within the Rules and Regulations of the Association, as amended from time to time.



4. Except as specifically amended hereby, the By-Laws, as amended, shall remain in full force and effect.

Witnesses:

Angela B. Berkey
Name: Angela P. Berkey
Sylvia Skowronski
Name: Sylvia Skowronski

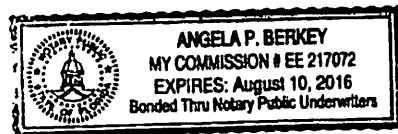
Westpointe Development Group, LLC

By: [Signature]
Carl J. Shakarian, Managing Member

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 22nd day of September, 2014 by Carl J. Shakarian, Managing Member of Westpointe Development Group, LLC, who is personally known to me.

Angela P. Berkey
Notary Public



State of Florida, County of Orange
I hereby certify that this is a true and correct copy of
the document as recorded in the Public Records.
MARSHA O. HAYNIE, CLERK OF COUNTY CLERK

By: _____

Notary _____



DOCH 20140496026 B: 10812 P: 1558
09/30/2014 10:48:39 AM Page 1 of 3
Rec Fee: \$27.00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: BYRD & BYRD



**EIGHTH AMENDMENT TO THE BY-LAWS OF
METROWEST MASTER ASSOCIATION, INC.**

Westpoint Development Group, LLC, Developer of MetroWest, hereby adopts the following Eighth Amendment to the By-Laws of MetroWest Master Association, Inc. pursuant to Section 9.3.1 of the By-Laws. The By-Laws are hereby amended as follows:

1. Section 5.20.10 of the By-Laws is hereby deleted in its entirety and replaced with the following new Section 5.20.10:

Borrowing money on behalf of the Association, however, any borrowing in excess of \$500,000 shall require the approval of the Members by majority vote at a duly called Member meeting.

2. Section 5.2.1 of the By-Laws is hereby deleted in its entirety and replaced with the following new Section 5.2.1:

At such time as the Developer no longer has the right to appoint any members of the Board or files a Certificate of Termination of Interest as provided herein ("Turnover"), there shall be established a transition process to insure smooth transition from a Developer controlled Association to a Member controlled Association. At the time of Turnover, provided that all members of the Board in place at the time of Turnover are qualified Board members as defined in Section 5.2.2 below, the three (3) members of the final Board prior to Turnover shall remain in place for a pro-rated two year term following Turnover. By way of example, if Turnover occurs in October of 2014, three (3) members of

the final pre-Turnover Board shall remain in place until the duly called election at the end of 2015 for the 2016 Board. There shall be an election during the year in which Turnover occurs for purposes of electing two (2) new Board members to serve a new two year term alongside the three (3) remaining Board members.

Thereafter there shall be staggered two year terms for Board members where three seats are filled in one year and two seats are filled in the following year.

The provisions of this section notwithstanding, there shall be no nominating committee for the first election following Turnover, as defined herein. For the initial election following Turnover, nominations shall be solicited and made directly to the Board of Directors, who shall thereafter conduct the election in accordance with Rules and Regulations of the Association in place at the time with regard to elections.

3. Section 5.2.2 of the By-Laws is hereby deleted in its entirety and replaced with the following new Section 5.2.2:

The process of electing Board members shall be as provided herein and/or in the Rules and Regulations of the Association. In order to be elected to the Board of Directors a person must be a parcel owner as defined in the Governing Documents. Board members may serve up to two successive terms. Any person who was previously elected to serve as a Board member may not serve again on the Board for a period of 5 years following the completion of his or her service. Additionally, any person involved in active or ongoing litigation or claims with or against the 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 Board member at the time such litigation is initiated.

The provisions of this section notwithstanding, there shall be no nominating committee for the first election following

Turnover, as defined herein. For the initial election following Turnover, nominations shall be solicited and made directly to the Board of Directors, who shall thereafter conduct the election in accordance with Rules and Regulations of the Association in place at the time with regard to elections.

4. The provisions of this Eighth Amendment shall govern over and supersede any conflicting provisions within the By-Laws or other Governing Documents, and in the event of any such conflicting provisions in any documents this Eighth Amendment shall govern and control.

5. Except as specifically amended hereby, the By-Laws, as amended, shall remain in full force and effect.

Witnesses:

Angela C. Barker
Name: Angela P. Barker

Sylvia Sebrowski
Name: Sylvia Sebrowski

State of Florida
County of Orange

Westpointe Development Group, LLC

By: [Signature]
Carl J. Shakarian, Managing Member

The foregoing instrument was acknowledged before me this 29th day of September, 2014 by Carl J. Shakarian, Managing Member of Westpointe Development Group, LLC, who is personally known to me.


 SYLVIA A. SEBROWSKI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE140423
Notary Public Expires 10/23/2015

EXHIBIT "A"

ARTICLES OF INCORPORATION
OF
METROWEST MASTER ASSOCIATION, INC.

CR3759 PG2823

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of METROWEST MASTER ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,
filed on February 17, 1986

The charter number for this corporation is N13457

OR3759 PG2824

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
17th day of February, 1986.



George Firestone
Secretary of State

ARTICLE 4

POWERS

4. Powers. The MASTER ASSOCIATION shall have the following powers:

4.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles.

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

4.3 To make and collect 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.

4.4 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

ARTICLES OF INCORPORATION
OF
METROWEST MASTER ASSOCIATION, INC.

FILED
FEB 17 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 1

NAME

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

ARTICLE 2

DEFINITIONS

2. Definitions. Unless defined in these Articles or Bylaws all terms used in the Articles and Bylaws shall have the same meanings as used in the MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (the "Declaration").

ARTICLE 3

PURPOSE

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

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

3.2 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

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

3.4 To promote the health, safety, comfort and social and economic welfare of the MEMBERS of the MASTER ASSOCIATION and the OWNERS and Residents of Property Units in METROWEST, as authorized by the Declaration, by these Articles, and by the Bylaws.

OR3759 PG2825

4.10 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.

4.11 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.

4.12 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 5

MEMBERS

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

5.1 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 declaration of condominium, declaration of covenants and restrictions, or similar document, submitting a portion of the Property to the jurisdiction of the Community Association. The OWNER of any portion of the Property which is subject to the jurisdiction of a Community Association shall not be a MEMBER of the MASTER ASSOCIATION.

5.2 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 con-

sidered a MEMBER unless and until the OWNER thereof agrees to pay its pro rata share of the Assessment for Common Expenses.

5.3 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.

5.4 DEVELOPER. The DEVELOPER shall be a MEMBER of the MASTER ASSOCIATION so long as the DEVELOPER owns any portion of the Property.

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

5.5.1 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. In the event of death of a MEMBER his membership shall be automatically transferred to his heirs or successors in interest. 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 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.

5.5.2 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.

5.6 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.

5.7 Determination of Voting Rights. The total number of Residential Property Units, the total number of square feet of floor area in 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 follows:

5.7.1 Residential Property Units. The DEVELOPER, in its sole discretion, shall determine the number of Residential Property Units which may be constructed on any portion of the Property. Such number of Residential Property Units 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. Portions of the Property to be used for Residential purposes shall be entitled to one (1) vote for each Property Unit assigned to it. The OWNER of a portion of the Property to be used for Residential purposes shall be entitled to one (1) vote for each Residential Property Unit assigned to that portion of the Property. 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 Residential 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 in the Declaration.

Even though the OWNER of a multifamily 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 multifamily residential improvement is built.

5.7.2 Commercial. The DEVELOPER, in its sole discretion, shall determine the number of square feet of floor area and/or the number of hotel rooms which may be constructed on any portion of the Property intended for Commercial uses. 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 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, and excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Portions of the Property to be used for hotel 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.

5.7.3 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, and excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Because the DEVELOPER and the Master Development Plan do 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 DEVELOPER 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.

5.7.4 DEVELOPER. The number of votes attributable to the DEVELOPER shall be the total number of votes determined by the Master Development Plan reduced by the number of votes attributable to the Property Units sold to OWNERS.

5.7.5 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 Resi-

dential 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 5.7.3.

5.7.6 Voting by Co-OWNERS. If the Property Unit associated with the membership of a MEMBER is owned by more than one person, 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.

5.7.7 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.

5.8 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.

5.9 Subdivision of the Property Unit.

5.9.1 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 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 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 (seller) 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.

5.10 Right of the DEVELOPER. Notwithstanding anything contained in these Bylaws, the Articles or the Declaration to the contrary, so long as the DEVELOPER owns any portion of the Property and the DEVELOPER has not caused to be recorded in the Public Records of Orange County, Florida, a Certificate of Termination of Interest in METROWEST, no vote of the MEMBERS shall be effective without approval in writing by the DEVELOPER. The Certificate of Termination of Interest in METROWEST will terminate any and all right, title, interest and obligation of the DEVELOPER in the operation and control of the MASTER ASSOCIA-

TION. Thereafter, the DEVELOPER shall be a MEMBER with the number of votes determined in accordance with subsection 5.7.4.

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

ARTICLE 6

MEMBERS OF THE BOARD

6. Members of the BOARD. The affairs of the MASTER ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) members, nor more than nine (9) members, and which shall always be an odd number. The number of members of the BOARD shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) members of the BOARD.

6.1 The DEVELOPER shall appoint members of the BOARD of the MASTER ASSOCIATION as follows:

6.1.1 The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than twenty-five percent (25%) of the total number of MEMBERS' votes as determined by subsection 5.7 hereof.

6.1.2 Thereafter, unless the DEVELOPER has caused to be recorded in the Public Records of Orange County, Florida, a Certificate of Termination of Interest in METROWEST, the DEVELOPER shall have the right to appoint a majority of the members of the BOARD so long as the DEVELOPER owns any real property within METROWEST.

6.2 After the DEVELOPER no longer has the right to appoint all members of the BOARD under Sections 6.1.1, or earlier if the DEVELOPER so elects, then and only then shall any member of the BOARD be elected by the MEMBERS of the MASTER ASSOCIATION.

6.3 All of the duties and powers of the MASTER ASSOCIATION existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

6.4 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy

on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

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

M. Fazl Ameer: c/o SEDCO (Overseas (S.A.))
7 Old Park Lane
London, W1Y3LJ
England

Aaron H. Dowd: c/o DEBRA, INC.
Suite 611
5728 Major Boulevard
Orlando, Florida 32819

J. Lindsay Builder, Jr.: c/o GODBOLD, ALLEN, BROWN & BUILDER, P.A.
359 Carolina Avenue
Winter Park, Florida 32789

ARTICLE 7

OFFICERS

7. Officers. The Officers of the MASTER ASSOCIATION shall be a President, Vice Presidents, Secretary, Assistant 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 - M. Fazl Ameer

Vice President - Aaron H. Dowd

Vice President - T. Andrew Pughe

Vice President - J. Lindsay Builder, Jr.

Secretary - J. Lindsay Builder, Jr.

Assistant Secretary - Michael J. Grindstaff

Treasurer - Louis R. Seybold

ARTICLE 8

INDEMNIFICATION

8. 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 he is or was a member of the BOARD, employee, Officer or agent of the MASTER ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the MASTER ASSOCIATION 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 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 the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

8.1 To the extent that a member of the BOARD, Officer, employee or agent of the MASTER ASSOCIATION is entitled to indemnification by the MASTER ASSOCIATION in accordance with this Section 8, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.2 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 members of the BOARD, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the MASTER ASSOCIATION as authorized in this Article.

8.3 The indemnification provided by this Article 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 in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

8.4 The MASTER ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the MASTER ASSOCIATION, or is or was serving at the request of the MASTER ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 9

BYLAWS

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

ARTICLE 10

AMENDMENTS

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

10.1 Initiation. A resolution 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.

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

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10.3 Adoption of Amendments.

10.3.1 As long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend these Articles without the joinder or approval of any member of the BOARD or any MEMBER. No amendment to these Articles shall be effective without the written approval of the DEVELOPER as long as (1) the DEVELOPER owns any portion of the Property and (2) the DEVELOPER has not caused to be recorded in the Public Records of Orange County, Florida, a Certificate of Termination of Interest in METROWEST.

10.3.2 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the MASTER ASSOCIATION.

10.4 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. So long as the DEVELOPER owns any portion of the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment.

10.5 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of Orange County, Florida, as an amendment to the DECLARATION.

ARTICLE 11

TERM

11. The MASTER ASSOCIATION shall have perpetual existence.

ARTICLE 12

INCORPORATOR

12. The name and street address of the Incorporator is:

J. LINDSAY BUILDER, JR., ESQUIRE
Godbold, Allen, Brown & Builder, P.A.
359 Carolina Avenue
Winter Park, Florida 32789

OR3759 PG2837

ARTICLE 13

INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF INITIAL REGISTERED AGENT

The street address of the initial registered office of the MASTER ASSOCIATION is 359 Carolina Avenue, Winter Park, Florida 32789. The initial Registered Agent of the MASTER ASSOCIATION at that address is J. LINDSAY BUILDER, JR.

IN WITNESS WHEREOF, the Incorporator and the initial Registered Agent have executed these Articles.

WITNESSES:

Laurie S. Campbell
Charles D. Mitchell

J. Lindsay Builder, Jr.
J. LINDSAY BUILDER, JR.,
Incorporator and Registered Agent

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 14th day of February, 1986, by J. LINDSAY BUILDER, JR.

Charles D. Mitchell
NOTARY PUBLIC

My Commission Expires: 3-10-88

JLB/AR0006D

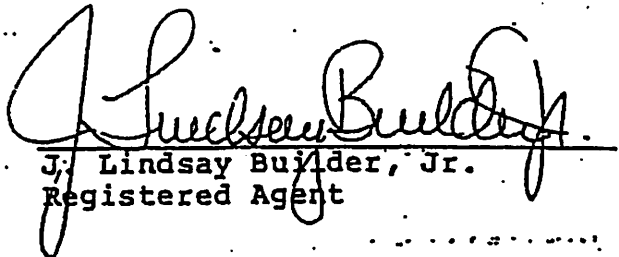
CERTIFICATE DESIGNATING REGISTERED AGENT FOR
THE SERVICE OF PROCESS WITHIN THIS STATE

Pursuant to Chapter 48, Florida Statutes, the following is
submitted in compliance with said Act:

METROWEST MASTER ASSOCIATION, INC., desiring to organize as a
non-profit corporation under the laws of the State of Florida
with its registered office at 359 Carolina Avenue, Winter Park,
Florida 32789, has named J. Lindsay Builder, Jr., located at the
above registered office, as its Registered Agent to accept
service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above
stated corporation, at place designated in this Certificate, I
hereby agree to act in this capacity, and further agree to comply
with the provisions of said Act relative to keeping open said
office.


J. Lindsay Builder, Jr.
Registered Agent

Date: February 14, 1986

OR3759 PG2835



Rules and Regulations of MetroWest Master Association Inc.

PREAMBLE

Pursuant to ¶ 3.6 of the Master Declaration of Protective Covenants and Restrictions for MetroWest (the "Declaration"), the METROWEST MASTER ASSOCIATION INC. (the "MWMA") has determined that it is in the best interest of the Owners to promulgate and enforce Rules and Regulations consistent with the Declaration as it may deem to be in the best interest of the OWNERS. Periodically, these Rules and Regulations may be revised, amended and supplemented as necessary in order to further implement and carry out the intent of the Declaration and related Governing Documents.

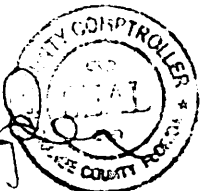
A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all OWNERS and Residents by the MWMA by posting on the MWMA website at metrowestmaster.com. Failure of an OWNER or Resident to review the Rules and Regulations on the MWMA website or to otherwise obtain a copy of the Rules and Regulations shall not excuse such OWNER or Resident from the requirement to abide by the Rules and Regulations. Such Rules and Regulations may be enforced by legal or equitable action of the MASTER ASSOCIATION. 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 of MWMA shall grant notice and hearing pursuant to the Bylaws.

RULES AND REGULATIONS

1. MEMBER COMMUNITY ASSOCIATIONS TO PROVIDE NOTICE OF MEETINGS.

- 1.1 All Member Community Associations as defined in the Declaration shall provide electronic notification to MWMA via its management email address of all meetings of its property/unit owners, board members and committees, including the date, time, location and agenda for such meeting.

State of FLORIDA, County of ORANGE
I hereby certify that the foregoing is a true and correct copy of the
the documents on file in the Office of the Comptroller
MARTHA O. HAYNIE, COMPTROLLER
By [Signature]
Deputy Comptroller
Dated: 09-23-14



- 1.2 The electronic notification shall occur immediately upon the setting of such meeting, in order to allow the MWMA adequate time to appoint a representative to attend the meeting, at the MWMA's sole discretion.
- 1.3 As set forth in the Declaration, the MWMA shall have the absolute power to veto any action taken or contemplated to be taken, and have the absolute power to require specific action to be taken, by any Community Association.

2. MEMBER COMMUNITY ASSOCIATIONS TO PROVIDE BUDGET ANNUALLY AND OFFICIAL RECORDS UPON REQUEST.

- 2.1 All Member Community Associations as defined in the Declaration shall provide to the MWMA electronic copies of their budget on an annual basis beginning January 1, 2015, and by January 1 of each year thereafter.
- 2.2 All Member Community Associations as defined by the Declaration shall immediately produce for inspection by the MWMA upon request a copy of any Official Records maintained by that Community Association pursuant to Fla. Stat. §§ 718-720 (2013).

3. LEASING CRITERIA.

- 3.1 The implementation of minimum leasing criteria within MWMA is necessary in order to define the character of the community by lowering crime, assuring the safety of residents, preserving property values and generally maintaining the intended quality, character and image of the community.
- 3.2 Therefore, all Homeowners Associations, Condominium Associations and Rental Apartments within MWMA shall provide within 30 days of the posting of this Rule, any and all policies or other requirements for leasing units, including but not limited to any applicant/tenant approval criteria, form applications, criminal and/or credit check requirements and procedures for identifying residents/occupants, including identification of vehicles owned or driven by residents/occupants.
- 3.3 Any Homeowners Association, Condominium Association or Rental Apartment which does not promptly provide their existing leasing policies described above, or who does not have such policies in effect to the satisfaction of the MWMA, will be required to adopt minimum leasing criteria to be approved by MWMA, including but not limited to reasonable minimum limits on length of lease, requirements for criminal and financial background checks for potential leasing residents/tenants, and requirements that the Homeowners Association, Condominium Association or Rental Apartment obtain and retain on file at their office copies of all driver's license or state issued ID of all dwelling residents/occupants and license plate numbers for all vehicles used by such residents/occupants.

- 3.4 Beginning on January 1, 2015, all Homeowners Associations, Condominium Associations and Rental Apartments must provide a copy of their leasing criteria described above to the MWMA on an annual basis.
- 3.5 If a Condominium Association or Rental Apartment fails to implement and/or enforce their leasing criteria, the MWMA has the power to require such action take place and will seek all necessary steps to ensure compliance. The MWMA may assess that Member for the cost of such enforcement as well as impose monetary fines and suspend voting rights as described above and in the Declaration.

4. RIGHT OF ACCESS TO BE GRANTED FOR PUBLIC SAFETY INITIATIVE.

- 4.1 The MWMA seeks to promote the security of the Owners and Residents of Property Units within MetroWest, as a safe and thriving community is a paramount goal. The MWMA has the power to provide for or contract for private security, fire safety or other outside services, as its Board deems necessary or appropriate.
- 4.2 As such, the MWMA has an easement for access to enter upon property to provide for the service of security, including rights of ingress, egress and access for persons and equipment as necessary for such purposes.
- 4.3 As part of promoting the safety and security of the Owners and Residents of Property Units within MetroWest, the Board is implementing a Public Safety Initiative.
- 4.4 This Public Safety Initiative may require the entry upon private property. Therefore, the MWMA reaffirms its right to enter such property, and requires the cooperation of the Owner/Resident of the property.
- 4.5 All Community Associations within MetroWest that restrict access to the public by gate or guard must immediately provide gate code or other information necessary for MWMA or its agents to have immediate access to enter the community.

5. REQUEST PROCESS FOR INSPECTION AND COPYING OF MWMA'S RECORDS.

- 5.1 All record requests must specifically identify the Official Records (as defined by Fla. Stat. § 720.303(4)) which are to be inspected and/or copied.
- 5.2 MWMA will use its best efforts to meet all reasonable requests for access to the Official Records within 10 business days of any written request submitted to the MWMA Board or other designee.
- 5.3 Compliance with a record request may occur simply by having certain records available on MWMA's website via the internet at metrowestmaster.com.
- 5.4 Other records not available on MWMA's website shall be inspected and/or copied only during regular office hours, and no more frequently than one 8-hour business day per month per parcel owner.

- 5.5 Such inspections will occur only at the MWMA's Management office location.
- 5.6 If a photocopy machine is available at the Management office, MWMA will provide copies on request during the inspection if the entire request is limited to no more than 25 pages at 25 cents per page. If a photocopy machine is not available or the records requested to be copied exceed 25 pages in length, the MWMA may have copies made by an outside duplicating service and may charge the actual cost of copying.
- 5.7 Additionally, MWMA may impose fees of \$20 per hour to cover the costs of providing copies of the Official Records, including the costs of copying and the costs required for personnel to retrieve and copy the records, if the time spent retrieving and copying the records exceeds one-half hour and if the request is more than 25 pages.
- 5.8 MWMA will allow a member, or his or her authorized representative, to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of Official Records in lieu of providing a copy of such records.
- 5.9 Pursuant to Fla. Stat. §720.303(5)(c)(1)-(7) certain records are not accessible to members or parcel owners and will not be produced for inspection or copying. These records include, but are not limited to, any records protected by the lawyer-client privilege and the work-product privilege; personnel records; medical records; social security numbers and certain other personal identifying information.

6. FINES AND SUSPENSIONS

- 6.1 The MWMA may levy fines, and impose suspension of membership rights (if applicable to a Member), against any person, parcel owner, Community Association or Member who violates any provision of the Governing Documents of the MWMA. Fines or suspension may be levied or imposed through the issuance of a Notice of Violation to the violating party, and in such event the violation party shall be entitled to a single hearing in front of the Fining Committee, which shall be held no earlier than 14 days following the issuance of the Notice of Violation.
- 6.2 The MWMA may, in its sole discretion and without duty to do so, provide courtesy notices for certain violations in advance of the issuance of a Notice of Violation. The providing of such a courtesy notice shall not amount, at that time, or in the future, to any waiver or limitation of the right of the MWMA to impose fines or suspend membership privileges for any violation.
- 6.3 The issuance and providing of a Notice of Violation and the waiting period of 14 days prior to a hearing on the violation shall not act or be construed as a cure period, and the MWMA may proceed with the levying of a fine, or imposition of

suspension against the violating party, in its sole discretion, regardless of whether the violation is cured or abated during said 14 day period.

- 6.4 The MWMA shall have the right to levy the maximum fine, both daily and in total, as provided under Chapter 720, Florida Statutes, as amended from time to time.

7. ELECTION PROCEDURES FOR BOARD MEMBERS.

- 7.1 There shall be a minimum of Five (5) Board Members of the MWMA for so long as the Developer appoints a majority of the Board. During that time, the Board shall conduct an election, no less than once every 24 months, to elect members to fill any non-appointed seats. Elections shall be conducted between December 1 and December 15 during each election year.
- 7.2 All elections shall be conducted by the Board and by the management of the Association. At least 90 days prior to the election, the Board shall solicit nominations for any open Board positions. From the nominations, the Board shall select no less than two (2) nor more than five (5) nominees for each open Board seat. Thereafter, the Board shall conduct a general election for any open Board seats following balloting and proxy protocols set forth in the Governing Documents, or established from time to time by the Board.
- 7.3 In the event that a Quorum (as defined in the Governing Documents) is not established, the Board of Directors shall conduct a Special Election within 60 days of the original election date, and at such Special Election the Quorum requirement shall be reduced to 10%. If, during such Special Election, a 10% Quorum is not established, the Board of Directors may, in its discretion, waive the Quorum requirement for that election, or conduct a second Special Election, without a minimum Quorum requirement, and vacant seats shall be filled through the counting of ballots and proxies at either the first or second Special Election.
- 7.4 Community Associations shall have the absolute obligation to conduct an election for their Board members no less than annually on the dates provided in their respective Governing Documents. If any Community Association fails to duly conduct an election, or fails to elect a new Board each year for lack of nominees, lack of quorum or other reason, the Master Association shall have the right, but not the obligation, to conduct a Special Election on behalf of such Community Association. In such event, the Master Association shall appoint an interim board for such Association until such time as a Special Election can be held, and the Master Association shall follow its own procedures and rules with regard to the conducting of such Special Elections.

IN WITNESS WHEREOF, this instrument has been executed as of the date and year first above written.

Witnesses:

Angela P. Berkey
Printed Name: Angela P. Berkey
Julia Sebrone
Printed Name: Julia Sebrone

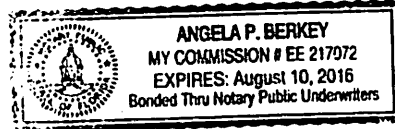
METROWEST MASTER
ASSOCIATION, INC.
a Florida not-for-profit
corporation

By: [Signature]
Printed Name: Carl J. Shakarian
Title: Master Developer

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 17th day of September, 2014 by Carl J. Shakarian, Master Developer of Metrowest Master Association, Inc., who is personally known to me.

Angela P. Berkey
Notary Public



Rules and Regulations of MetroWest Master Association Inc. Revised – July 22, 2015

PREAMBLE

Pursuant to ¶ 3.6 of the Master Declaration of Protective Covenants and Restrictions for MetroWest (the "Declaration"), the METROWEST MASTER ASSOCIATION INC. (the "MWMA") has determined that it is in the best interest of the Owners to promulgate and enforce Rules and Regulations consistent with the Declaration as it may deem to be in the best interest of the OWNERS. Periodically, these Rules and Regulations may be revised, amended and supplemented as necessary in order to further implement and carry out the intent of the Declaration and related Governing Documents.

A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all OWNERS and Residents by the MWMA by posting on the MWMA website at metrowestcommunity.com. Failure of an OWNER or Resident to review the Rules and Regulations on the MWMA website or to otherwise obtain a copy of the Rules and Regulations shall not excuse such OWNER or Resident from the requirement to abide by the Rules and Regulations. Such Rules and Regulations may be enforced by legal or equitable action of the MASTER ASSOCIATION. 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 of MWMA shall grant notice and hearing pursuant to the Bylaws.

RULES AND REGULATIONS

1. MEMBER COMMUNITY ASSOCIATIONS TO PROVIDE NOTICE OF MEETINGS.

- 1.1 All Member Community Associations as defined in the Declaration shall provide electronic notification to MWMA via its management email address of all meetings of its property/unit owners, board members and committees, including the date, time, location and agenda for such meeting.

- 1.2 The electronic notification shall occur immediately upon the setting of such meeting, in order to allow the MWMA adequate time to appoint a representative to attend the meeting, at the MWMA's sole discretion.
- 1.3 As set forth in the Declaration, the MWMA shall have the absolute power to veto any action taken or contemplated to be taken, and have the absolute power to require specific action to be taken, by any Community Association.

2. MEMBER COMMUNITY ASSOCIATIONS TO PROVIDE BUDGET ANNUALLY AND OFFICIAL RECORDS UPON REQUEST.

- 2.1 All Member Community Associations as defined in the Declaration shall provide to the MWMA electronic copies of their budget on an annual basis beginning January 1, 2015, and by January 1 of each year thereafter.
- 2.2 All Member Community Associations as defined by the Declaration shall immediately produce for inspection by the MWMA upon request a copy of any Official Records maintained by that Community Association pursuant to Fla. Stat. §§ 718-720 (2013).

3. LEASING STANDARDS.

- 3.1 The MWMA seeks to promote the security of the Owners and Residents of property within MetroWest, since a safe and thriving community is a paramount goal. The implementation of standards for leasing property within MWMA is necessary in order to define the character of the community by lowering crime, assuring the safety of residents, preserving property values and generally maintaining the intended quality, character and image of the community.
- 3.2 All Homeowners Associations, Condominium Associations and Rental Apartments within MWMA shall annually on January 1st of each year provide all policies or standards required for leasing property. Such standards shall include, but are not limited to the following:
 - 3.2.1. Immediately all written lease agreements or renewals shall include the **MetroWest Crime Free Lease Addendum**, attached hereto as Exhibit "A". Copies of the **MetroWest Crime Free Lease Addendum** can be obtained at the MWMA headquarters: 2121 South Hiawassee Road, Suite 135, Orlando, FL 32835, or downloaded and printed on the MWMA website at metrowestcommunity.com. It shall be a goal of all Homeowners Associations, Condominium Associations and Rental Apartments to be certified by the city of Orlando as a crime free multi-housing community, and planning to meet this goal shall become part of each communities' budget discussions.

3.2.2. A copy of all written lease agreements with attached and signed **MetroWest Crime Free Lease Addendum** shall be provided to the Community Association office or management office for the applicable community where the property is located.

3.2.3. All Owners shall obtain from their tenant(s) copies of driver's licenses (or state issued ID, Federal I-94, I-20, green card or passport) for all occupants of property and provide same to their Community Association or management office for all residents or occupants of the property who are over the age of 18 years. Owners shall also provide to their Community Association or management office license plate numbers or vehicle registration for all vehicles used by such tenants/residents/occupants.

3.2.4. All tenants 18 years of age or older shall not be approved by an Owner without first obtaining a nationwide felony criminal background check going back at least 7 years which searches, at a minimum, for the crimes described in paragraph 5 of the attached **MetroWest Crime Free Lease Addendum**. If any felony conviction is uncovered in the criminal background check for the crimes described in paragraph 5 of the attached **MetroWest Crime Free Lease Addendum** the tenant shall not be approved for residency. All criminal background checks shall be approved by the Community Association or an applicable management company.

- 3.3 Owners are liable to the MWMA and their Community Association for violations by their tenant(s) of any code, rule or governing document of the community association or MWMA.
- 3.4 The MWMA public safety executive committee will determine the effectiveness of the existing leasing standards and will discuss additional safeguards or ideas to improve the safety of residents, preserve property values and lower crime.
- 3.5 If a Community Association fails to implement and/or enforce these leasing standards or the **MetroWest Crime Free Lease Addendum**, the MWMA has the power to require such action take place and reserves all such enforcement rights as set forth in the Governing Documents to ensure compliance. The MWMA may assess that Member for the cost of such enforcement as well as impose monetary fines and suspend voting rights as described above and in the Declaration.

Exhibit A

next page

METROWEST CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person affiliated with the resident shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802] and/or Chapter 893 of the Florida Statutes).

2. Resident, any member of the resident's household or a guest or other person affiliated with the resident shall not engage in any act intended to facilitate criminal activity, including, but not limited to drug-related criminal activity, on or near the said premises.

3. Resident or members of the household shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

4. Resident, any member of the resident's household or a guest, or another person affiliated with the resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person affiliated with the resident shall not engage in and/or facilitate any illegal activity, including but not limited to:

- Theft, as defined and prohibited in Florida Statutes 812.014.
- Burglary, as defined and prohibited in Florida Statutes 810.011.
- Violation of Injunction for Domestic Violence as described and prohibited in Florida Statutes 741.31.
- Stalking, as defined and prohibited in Florida Statutes 784.048.
- Criminal street gang activity as defined in Florida Statutes 874.03.
- Battery, as prohibited in Florida Statutes 784.03.
- Assault as prohibited in Florida Statutes 784.011.
- Unlawful discharge of a firearm in public as prohibited in Florida Statutes 790.15.
- Disorderly Intoxication-Public Disturbance as prohibited in Florida Statutes 856.011.
- Lewd and Lascivious behavior as prohibited in Florida Statutes 800.
- Trespass after Warning as prohibited in Florida Statutes 810.09.
- Sexual Crimes as prohibited in Florida Statutes 794.
- Criminal Mischief as prohibited in Florida Statutes 806.13.
- Any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of any persons.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of these provisions shall be deemed a serious violation and a material and irreparable non-compliance with the terms of this addendum. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. Should any provision of the addendum be invalidated or determined to be invalid in a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature

Date:

Resident Signature

Date:

Owner's Signature

Date:

Property:

4. RIGHT OF ACCESS TO BE GRANTED FOR PUBLIC SAFETY INITIATIVE

- 4.1 The MWMA seeks to promote the security of the Owners and Residents of Property Units within MetroWest, as a safe and thriving community is a paramount goal. The MWMA has the power to provide for or contract for private security, fire safety or other outside services, as its Board deems necessary or appropriate.
- 4.2 As such, the MWMA has an easement for access to enter upon property to provide for the service of security, including rights of ingress, egress and access for persons and equipment as necessary for such purposes.
- 4.3 As part of promoting the safety and security of the Owners and Residents of Property Units within MetroWest, the Board is implementing a Public Safety Initiative.
- 4.4 This Public Safety Initiative may require the entry upon private property. Therefore, the MWMA reaffirms its right to enter such property, and requires the cooperation of the Owner/Resident of the property.
- 4.5 All Community Associations within MetroWest that restrict access to the public by gate or guard must immediately provide gate code or other information necessary for MWMA or its agents to have immediate access to enter the community.

5. REQUEST PROCESS FOR INSPECTION AND COPYING OF MWMA'S RECORDS

- 5.1 All record requests must specifically identify the Official Records (as defined by Fla. Stat. § 720.303(4)) which are to be inspected and/or copied.
- 5.2 MWMA will use its best efforts to meet all reasonable requests for access to the Official Records within 10 business days of any written request submitted to the MWMA Board or other designee.
- 5.3 Compliance with a record request may occur simply by having certain records available on MWMA's website via the internet at metrowestmaster.com.
- 5.4 Other records not available on MWMA's website shall be inspected and/or copied only during regular office hours, and no more frequently than one 8-hour business day per month per parcel owner.
- 5.5 Such inspections will occur only at the MWMA's Management office location.
- 5.6 If a photocopy machine is available at the Management office, MWMA will provide copies on request during the inspection if the entire request is limited to no more than 25 pages at 25 cents per page. If a photocopy machine is not available or the records requested to be copied exceed 25 pages in length, the MWMA may have copies made by an outside duplicating service and may charge the actual cost of copying.
- 5.7 Additionally, MWMA may impose fees of \$20 per hour to cover the costs of providing copies of the Official Records, including the costs of copying and the costs required for

personnel to retrieve and copy the records, if the time spent retrieving and copying the records exceeds one-half hour and if the request is more than 25 pages.

5.8 MWMA will allow a member, or his or her authorized representative, to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of Official Records in lieu of providing a copy of such records.

5.9 Pursuant to Fla. Stat. §720.303(5)(c)(1)-(7) certain records are not accessible to members or parcel owners and will not be produced for inspection or copying. These records include, but are not limited to, any records protected by the lawyer-client privilege and the work-product privilege; personnel records; medical records; social security numbers and certain other personal identifying information.

6. FINES AND SUSPENSIONS

6.1 The MWMA may levy fines, and impose suspension of membership rights (if applicable to a Member), against any person, parcel owner, Community Association or Member who violates any provision of the Governing Documents of the MWMA. Fines or suspension may be levied or imposed through the issuance of a Notice of Violation to the violating party, and in such event the violation party shall be entitled to a single hearing in front of the Fining Committee, which shall be held no earlier than 14 days following the issuance of the Notice of Violation.

6.2 The MWMA may, in its sole discretion and without duty to do so, provide courtesy notices for certain violations in advance of the issuance of a Notice of Violation. The providing of such a courtesy notice shall not amount, at that time, or in the future, to any waiver or limitation of the right of the MWMA to impose fines or suspend membership privileges for any violation.

6.3 The issuance and providing of a Notice of Violation and the waiting period of 14 days prior to a hearing on the violation shall not act or be construed as a cure period, and the MWMA may proceed with the levying of a fine, or imposition of suspension against the violating party, in its sole discretion, regardless of whether the violation is cured or abated during said 14 day period.

6.4 The MWMA shall have the right to levy the maximum fine, both daily and in total, as provided under Chapter 720, Florida Statutes, as amended from time to time.

7. ELECTION OF BOARD MEMBERS.

7.1 Number of Members of the BOARD. There shall be a minimum of Five (5) Board Members of the MWMA and the number of members of the BOARD shall always be an odd number.

7.2 When Elections Occur. The BOARD shall conduct an election every 12 months to elect members to fill any non-appointed seats. Elections shall be conducted between December 1 and December 15 during each election year.

7.3 Term of Office. The terms of office shall be staggered two year terms with three seats filled in one year and two seats filled the following year so that at least one-third (1/3) of the members of the BOARD shall be elected each year.

7.3.1 The term of office of each member of the BOARD elected to fill a vacancy created by the expiration of the term of office of the respective past member of the BOARD shall be two (2) years. The term of office of each member of the BOARD elected or appointed to fill a vacancy created by the resignation, death or removal of his predecessor shall be the balance of the unserved term of his predecessor.

7.3.2 Each member of the BOARD shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Just prior to each annual meeting thereafter, new members of the BOARD shall be elected to fill vacancies created by the death, resignation, removal, judicial adjudication of mental incompetence or expiration of the terms of past members of the BOARD.

7.3.3 New Board members may serve up to two consecutive terms totaling four (4) years. Any person who has previously served as a Board member for one or two terms, may not serve on the BOARD for a period of four (4) years following the completion of their service before being eligible to serve again. This section does not apply to existing Board members previously appointed by the Developer.

7.4 Qualifications for the BOARD. In order to be eligible to serve on the BOARD, a person:

7.4.1 Must be a parcel owner as defined in the Governing Documents;

7.4.2 Cannot be delinquent in the payment of any fee, fine, or other monetary obligation to MWMA for more than 90 days;

7.4.3 Cannot have been convicted of any felony in this state or in a United States District or Territorial Court, or have been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the board.

7.4.4 Must not be involved in active or ongoing litigation or claims with or against the MWMA. This qualification shall not prevent an existing Board member from being nominated when the litigation was initiated against them or by them while already a seated Board member.

7.5 Election Procedures for Members of the BOARD. The existing BOARD shall appoint a nominating committee composed of MEMBERS (or the representative of Community Association MEMBERS).

7.5.1 At least 60 days prior to the 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 in writing of proposed members of the BOARD to members of the nominating committee.

7.5.2 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.

7.5.3 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, 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".

7.5.4 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 nominated 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 his 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 for a write-in vote by the MEMBERS and no write-in vote will be considered.

7.5.5 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.

7.5.6 Each completed ballot shall be returned to the Secretary and shall be placed in a sealed envelope which shall bear on its face the name and signature of the MEMBER or his proxy, the number of votes of that MEMBER, and such other information as the BOARD may determine will serve to establish his 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.

7.5.7 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 his proxy;
- (b) that the signature of the MEMBER or his 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.

7.5.8 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. 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.

7.6 Lack of Quorum. In the event that a Quorum (as defined in the Governing Documents) is not established at the first Election, the Board of Directors shall conduct a Special Election not less than five (5) nor more than sixty (60) days from the date of the original election date, and at such Special Election the Quorum requirement shall be reduced to 10%.

7.6.1 The original Election meeting may be adjourned by a majority of the 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 an Officer of the MASTER ASSOCIATION may adjourn the meeting. If the 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. 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.

7.6.2 If, during such second attempt Special Election, a 10% Quorum is not established, the Board of Directors may, in its discretion, waive the Quorum requirement for that election, and fill the vacant BOARD seats through the opening and counting of ballots at the first duly called open board meeting. The BOARD shall open and count the ballots and the new BOARD members shall be announced and seated immediately.

IN WITNESS WHEREOF, this instrument has been executed as of the date and year first above written.

Witnesses:

Heidi Maskell
Printed Name: Heidi Maske II

Patricia Schmitt
Printed Name: Patricia Schmitt

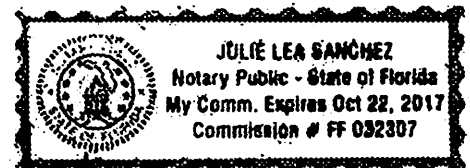
METROWEST MASTER
ASSOCIATION, INC.
a Florida not-for-profit
corporation

By: [Signature]
Printed Name: JIM DRAYTON
Title: MMMA PRESIDENT

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 22ND day of July, 2015 by Jim Drayton, President of the Board of Directors of Metrowest Master Association, Inc., who is personally known to me.

[Signature]
Notary Public



Rules and Regulations of MetroWest Master Association Inc.

Revised – April 30, 2015

PREAMBLE

Pursuant to ¶ 3.6 of the Master Declaration of Protective Covenants and Restrictions for MetroWest (the "Declaration"), the METROWEST MASTER ASSOCIATION INC. (the "MWMA") has determined that it is in the best interest of the Owners to promulgate and enforce Rules and Regulations consistent with the Declaration as it may deem to be in the best interest of the OWNERS. Periodically, these Rules and Regulations may be revised, amended and supplemented as necessary in order to further implement and carry out the intent of the Declaration and related Governing Documents.

A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all OWNERS and Residents by the MWMA by posting on the MWMA website at metrowestmaster.com. Failure of an OWNER or Resident to review the Rules and Regulations on the MWMA website or to otherwise obtain a copy of the Rules and Regulations shall not excuse such OWNER or Resident from the requirement to abide by the Rules and Regulations. Such Rules and Regulations may be enforced by legal or equitable action of the MASTER ASSOCIATION. 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 of MWMA shall grant notice and hearing pursuant to the Bylaws.

RULES AND REGULATIONS

1. MEMBER COMMUNITY ASSOCIATIONS TO PROVIDE NOTICE OF MEETINGS.

- 1.1 All Member Community Associations as defined in the Declaration shall provide electronic notification to MWMA via its management email address of all meetings of its property/unit owners, board members and committees, including the date, time, location and agenda for such meeting.

- 1.2 The electronic notification shall occur immediately upon the setting of such meeting, in order to allow the MWMA adequate time to appoint a representative to attend the meeting, at the MWMA's sole discretion.
- 1.3 As set forth in the Declaration, the MWMA shall have the absolute power to veto any action taken or contemplated to be taken, and have the absolute power to require specific action to be taken, by any Community Association.

2. MEMBER COMMUNITY ASSOCIATIONS TO PROVIDE BUDGET ANNUALLY AND OFFICIAL RECORDS UPON REQUEST.

- 2.1 All Member Community Associations as defined in the Declaration shall provide to the MWMA electronic copies of their budget on an annual basis beginning January 1, 2015, and by January 1 of each year thereafter.
- 2.2 All Member Community Associations as defined by the Declaration shall immediately produce for inspection by the MWMA upon request a copy of any Official Records maintained by that Community Association pursuant to Fla. Stat. §§ 718-720 (2013).

3. LEASING CRITERIA.

- 3.1 The implementation of minimum leasing criteria within MWMA is necessary in order to define the character of the community by lowering crime, assuring the safety of residents, preserving property values and generally maintaining the intended quality, character and image of the community.
- 3.2 Therefore, all Homeowners Associations, Condominium Associations and Rental Apartments within MWMA shall provide within 30 days of the posting of this Rule, any and all policies or other requirements for leasing units, including but not limited to any applicant/tenant approval criteria, form applications, criminal and/or credit check requirements and procedures for identifying residents/occupants, including identification of vehicles owned or driven by residents/occupants.
- 3.3 Any Homeowners Association, Condominium Association or Rental Apartment which does not promptly provide their existing leasing policies described above, or who does not have such policies in effect to the satisfaction of the MWMA, will be required to adopt minimum leasing criteria to be approved by MWMA, including but not limited to reasonable minimum limits on length of lease, requirements for criminal and financial background checks for potential leasing residents/tenants, and requirements that the Homeowners Association, Condominium Association or Rental Apartment obtain and retain on file at their office copies of all driver's license or state issued ID of all dwelling residents/occupants and license plate numbers for all vehicles used by such residents/occupants.

- 3.4 Beginning on January 1, 2015, all Homeowners Associations, Condominium Associations and Rental Apartments must provide a copy of their leasing criteria described above to the MWMA on an annual basis.
- 3.5 If a Condominium Association or Rental Apartment fails to implement and/or enforce their leasing criteria, the MWMA has the power to require such action take place and will seek all necessary steps to ensure compliance. The MWMA may assess that Member for the cost of such enforcement as well as impose monetary fines and suspend voting rights as described above and in the Declaration.

4. RIGHT OF ACCESS TO BE GRANTED FOR PUBLIC SAFETY INITIATIVE.

- 4.1 The MWMA seeks to promote the security of the Owners and Residents of Property Units within MetroWest, as a safe and thriving community is a paramount goal. The MWMA has the power to provide for or contract for private security, fire safety or other outside services, as its Board deems necessary or appropriate.
- 4.2 As such, the MWMA has an easement for access to enter upon property to provide for the service of security, including rights of ingress, egress and access for persons and equipment as necessary for such purposes.
- 4.3 As part of promoting the safety and security of the Owners and Residents of Property Units within MetroWest, the Board is implementing a Public Safety Initiative.
- 4.4 This Public Safety Initiative may require the entry upon private property. Therefore, the MWMA reaffirms its right to enter such property, and requires the cooperation of the Owner/Resident of the property.
- 4.5 All Community Associations within MetroWest that restrict access to the public by gate or guard must immediately provide gate code or other information necessary for MWMA or its agents to have immediate access to enter the community.

5. REQUEST PROCESS FOR INSPECTION AND COPYING OF MWMA'S RECORDS.

- 5.1 All record requests must specifically identify the Official Records (as defined by Fla. Stat. § 720.303(4)) which are to be inspected and/or copied.
- 5.2 MWMA will use its best efforts to meet all reasonable requests for access to the Official Records within 10 business days of any written request submitted to the MWMA Board or other designee.
- 5.3 Compliance with a record request may occur simply by having certain records available on MWMA's website via the internet at metrowestmaster.com.
- 5.4 Other records not available on MWMA's website shall be inspected and/or copied only during regular office hours, and no more frequently than one 8-hour business day per month per parcel owner.

- 5.5 Such inspections will occur only at the MWMA's Management office location.
- 5.6 If a photocopy machine is available at the Management office, MWMA will provide copies on request during the inspection if the entire request is limited to no more than 25 pages at 25 cents per page. If a photocopy machine is not available or the records requested to be copied exceed 25 pages in length, the MWMA may have copies made by an outside duplicating service and may charge the actual cost of copying.
- 5.7 Additionally, MWMA may impose fees of \$20 per hour to cover the costs of providing copies of the Official Records, including the costs of copying and the costs required for personnel to retrieve and copy the records, if the time spent retrieving and copying the records exceeds one-half hour and if the request is more than 25 pages.
- 5.8 MWMA will allow a member, or his or her authorized representative, to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of Official Records in lieu of providing a copy of such records.
- 5.9 Pursuant to Fla. Stat. §720.303(5)(c)(1)-(7) certain records are not accessible to members or parcel owners and will not be produced for inspection or copying. These records include, but are not limited to, any records protected by the lawyer-client privilege and the work-product privilege; personnel records; medical records; social security numbers and certain other personal identifying information.

6. FINES AND SUSPENSIONS

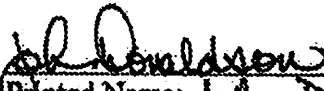

- 6.1 The MWMA may levy fines, and impose suspension of membership rights (if applicable to a Member), against any person, parcel owner, Community Association or Member who violates any provision of the Governing Documents of the MWMA. Fines or suspension may be levied or imposed through the issuance of a Notice of Violation to the violating party, and in such event the violation party shall be entitled to a single hearing in front of the Fining Committee, which shall be held no earlier than 14 days following the issuance of the Notice of Violation.
- 6.2 The MWMA may, in its sole discretion and without duty to do so, provide courtesy notices for certain violations in advance of the issuance of a Notice of Violation. The providing of such a courtesy notice shall not amount, at that time, or in the future, to any waiver or limitation of the right of the MWMA to impose fines or suspend membership privileges for any violation.
- 6.3 The issuance and providing of a Notice of Violation and the waiting period of 14 days prior to a hearing on the violation shall not act or be construed as a cure period, and the MWMA may proceed with the levying of a fine, or imposition of

suspension against the violating party, in its sole discretion, regardless of whether the violation is cured or abated during said 14 day period.

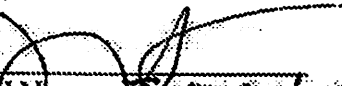
- 6.4 The MWMA shall have the right to levy the maximum fine, both daily and in total, as provided under Chapter 720, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, this instrument has been executed as of the date and year first above written.

Witnesses:


Printed Name: John Donaldson

Printed Name: Patricia Schmitt

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

By: 
Printed Name: Jim Drayton
Title: President

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 30th day of April, 2015 by Jim Drayton, President of the Board of Directors of Metrowest Master Association, Inc., who is personally known to me.

