

CERTIFICATE AMENDMENT OF
DECLARATION
FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC.

THIS IS TO CERTIFY that the attached writing is a true copy of the Amendments to the Declaration of the Fairway Cove Homeowners' Association, Inc., a corporation not for profit under the laws of the State of Florida, as recorded in Official Record Book 3978 Page 0432 in the Public Records of Orange County, Florida, (hereinafter Association), which amendments were duly adopted at the November 23, 1992 Board of Directors Meeting by the approval of eighty (80%) percent of the Board of Directors pursuant to Article XII, Section 6, of the said Declaration.

WITNESSES:

FAIRWAY COVE HOMEOWNERS' ASSOCIATION
INC.

Jeannette R. Mosdell
JEANNETTE R. MOSDELL

Alexander Ross
Alexander Ross, President
6612 CRISTINA MARIE DRIVE
ORLANDO, FL. 32835

Kathleen C. Hopkins
KATHLEEN C. HOPKINS

Robert Joyner
Robert Joyner, Secretary
6606 CRISTINA MARIE DRIVE
ORLANDO, FL. 32835

STATE OF FLORIDA

COUNTY OF ORANGE

4438365 ORANGE CO. FL.
04/21/93 12:56:51pm

OR4552 PG1628

I HEREBY CERTIFY THAT on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement, personally appeared Alexander Ross and Robert Joyner, well known to me to be President and Secretary, respectively, of the corporation named above and that they acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority fully vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

To me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of February 1993.

Rec Fee \$ 29.00 MARTHA O. HAYNIE,
Add Fee \$ 4.00 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By _____
Total \$ 33.00 Deputy Clerk

[Signature]
NOTARY PUBLIC

My commission expires:

This instrument prepared by:
Tina Lewis
Sentry Management, Inc.
2180 West State Road 434, Suite 5000
Longwood, Florida 32779

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAY 13, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS


CERTIFICATE AMENDMENT OF
DECLARATION
FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC.

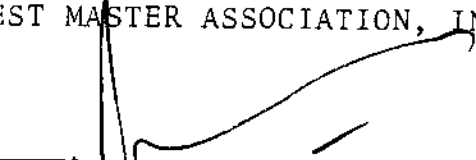
THIS IS TO CERTIFY that the attached writing is a true copy of the Amendments to the Declaration of the Fairway Cove Homeowners' Association, Inc., a corporation not for profit under the laws of the State of Florida, as recorded in Official Record Book 3978 Page 0432 in the Public Records of Orange County, Florida (hereinafter Association), which amendments were approved by the Board of Directors of the MetroWest Master Association pursuant to Article XII, Section 6, of the said Declaration.

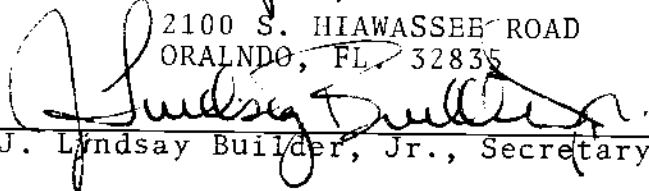
WITNESSES:

METROWEST MASTER ASSOCIATION, INC.


JAMES B. JACKSON, JR.
2100 S. HIAWASSEE ROAD


ANDREW PUGHE


Fazl Ameer, President
2100 S. HIAWASSEE ROAD
ORLANDO, FL 32835


J. Lindsay Builder, Jr., Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

OR4552 PG1629

I HEREBY CERTIFY THAT on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement, personally appeared Fazl Ameer and J. Lindsay Builder, Jr., respectively, of the corporation named above and that they acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority fully vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

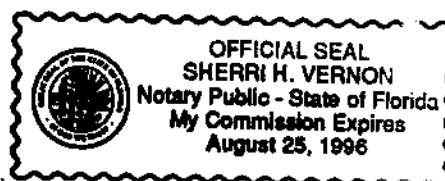
To me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of March 1993.


NOTARY PUBLIC

My commission expires:

This instrument prepared by:
Tina Lewis
Sentry Management, Inc.
2180 West State Road 434, Suite 5000
Longwood, Florida 32779



**FAIRWAY COVE HOMEOWNERS ASSOCIATION, INC.
AMENDMENTS TO THE DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

OR4552 PG1630

ARTICLE VI, SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual, Transfer and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Such lien shall be deemed to arise as of and relate back to the date of recording of the Declaration of Protective Covenants and Restrictions for FAIRWAY COVE without regard to the actual date of recording of a claim of Lien, except as provided in Section 8 (f) hereof. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due and shall also be the personal obligation of all subsequent OWNERS of the Lot, as provided in Section VIII (e) hereof.

ARTICLE VI, SECTION 5. Certificate of Payment. The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. Each OWNER proposing to sell a Lot within FAIRWAY COVE shall be responsible for providing the certificate referred to herein to the purchaser of said Lot.

ARTICLE VI, SECTION 8 (c). Collection. In the event any OWNER fails to pay an Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the 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 recording of a claim of lien shall not determine the effective date of the lien provided for in Section 1 hereof. Upon

recording such claim of lien shall be deemed to relate back to the date of recording of the Declaration of Protective Covenants and Restrictions for FAIRWAY COVE, except as provided in Section 8(f) hereof. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the 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 ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The 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 ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the 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 ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

ARTICLE VI, SECTION 8(d). Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The 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 ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the 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 ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Orange County, Florida, stating the description of the Lot(s), and name of the Owner, the amount then due, and the due dates. Except as provided in Section 8(f) hereof, the lien shall relate back to the date of recording of the Declaration of Protective Covenants and Restrictions for FAIRWAY COVE and 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 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.

ARTICLE VI, SECTION 8(f). Subordination of the Lien to Mortgages. Notwithstanding any other provision contained herein, the lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior only to the lien of any mortgage in favor of an Institutional Lender recorded prior to the recording of a Claim of Lien by the 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 ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the 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.

ARTICLE VIII, SECTION 4(c). Exterior Color Plan. The ARB shall have final approval of all exterior color plan and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. The ARB shall also have final approval of all exterior color changes after original construction, and the OWNER shall submit a color plan showing the color of the roof, exterior walls, shutters, trim, solar collectors and other exterior features which the OWNER intends to change.

ARTICLE VIII, SECTION 4(d). Roofs. All roofs shall have a pitch of at least 6/12. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of an Improvement. The ARB shall have discretion to approve such roofs on part of the main body of an Improvement, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs shall be architectural shingle with a weight of at least 240 pounds, or other composition approved by the ARB.

In the event that an OWNER installs a solar collector in the manner permitted by this Declaration, all original roofs and all replacements thereof shall match the color of the solar collector as closely as possible.

ARTICLE VIII, SECTION 4(m). Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure of Three Thousand and No/100 Dollars (\$3,000.00) exclusive of irrigation system and sodding. Sodding must be improved bitter blue Floratam St. Augustine grass and will be

required on all yards. Sodding on side yards will extend to the rear of the property line and the width will be the same as the side setback of the house. Each Improvement must have shrubs on front and side yards. Each Improvement shall be required to have the front and side yards irrigated by a sprinkler system approved by the ARB. OWNERS shall have the right to plant only Laurel Oak trees on the grass strip(s) immediately adjacent to their Lots and between the sidewalks and paths used for pedestrian traffic, and the roadway or right-of-way to be used for vehicular traffic as shown on the Plat. Such trees shall be situated no less than 50 feet apart, and no more than 100 feet apart, and must be maintained and trimmed by the OWNER whose property is immediately adjacent thereto so as to comply with the provisions of Article XI, Section 15, and Article VIII, Section 4(r), of this Declaration.

ARTICLE XI, SECTION 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 ASSOCIATION. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna. The ASSOCIATION's approval of installation of any device covered by this subsection shall be conditioned upon the OWNER submitting a plan showing the location of the proposed installation on the Lot, together with appropriate landscaping acceptable to the ASSOCIATION for the purpose of minimizing the visibility of such device from the street and adjacent properties.

ARTICLE XI, SECTION 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Solar collections shall match the color of the roof as closely as possible. Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.

ARTICLE XI, SECTION 15. Maintenance of the Property. In order to maintain the standards of FAIRWAY COVE, 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 ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, the ARB, or the Master Association, the DEVELOPER, the ASSOCIATION and/or the Master Association shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER, the

ASSOCIATION and/or the Master Association may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER, the ASSOCIATION 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 ASSOCIATION or the Master Association. If the OWNER fails to reimburse the ASSOCIATION or the Master Association (as the case may be) 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 ASSOCIATION or the Master Association, the ASSOCIATION or the Master Association shall levy a Special Assessment against the Lot as provided in Article VI. Such entry by the DEVELOPER or the ASSOCIATION or the Master Association or its agents shall not be a trespass. The OWNER of each Lot shall also be responsible for mowing and maintaining the grassed area(s) immediately adjacent to such OWNER's Lot, and lying between the streets, roadways and right-of-ways as shown on the Plat, and the sidewalk or other pathways used for pedestrian traffic. It shall be the OWNER's responsibility to maintain all landscaping, including but not limited to shrubs, trees, bushes, and other plantings located on the Lots or on the said grass strips adjacent to the OWNER's Lot so that landscaping does not impede the clear passage on the sideways, paths, streets and roadways or otherwise impede a clear line of sight as specified in Article VIII, Section 4(r) hereof.

ARTICLE XI, SECTION 26. Paint. Prior to painting a home, approval must be given by the Board if there is a color change. A color sample must be submitted to the ARB.

OR4552 PG1634

**FAIRWAY COVE HOMEOWNERS ASSOCIATION, INC.
AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS**

ARTICLE VIII

ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. The DEVELOPER, upon the recording of this Declaration, shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD and shall serve at the pleasure of the BOARD. Provided, however, that in its selection, the BOARD shall be obligated to appoint the DEVELOPER or his designated representative, to the ARB for so long as the DEVELOPER owns any Lots in the Property. The BOARD shall also be obligated to appoint ~~at least one (1) architect~~ to the ARB and ~~one (1) two (2)~~ MEMBERS of the ASSOCIATION. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by the members.

(Additions are indicated by underline; deletions by ~~strikeout~~.)

CERTIFICATE AMENDMENT OF DECLARATION
FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC.

THIS IS TO CERTIFY that the attached writing is a true copy of the Amendment to the Declaration of the Fairway Cove Homeowners' Association, Inc., a corporation not for profit under the laws of the State of Florida, as recorded in Official Record Book 3978 Page 0432 in the Public Records of Orange County, Florida, (hereinafter Association), which amendment was approved by the Board of Directors of the MetroWest Master Association pursuant to Article XII, Section 6, of the said Declaration.

WITNESSES:

Vanda D. Mitchell
VANDA MITCHELL

Shelley K. Graham
SHELLEY K. GRAHAM

METROWEST MASTER ASSOCIATION, INC.

James B. Jackson, Jr.
JAMES B. JACKSON, JR., TREASURER
2100 S. HIAWASSEE ROAD
ORLANDO, FLORIDA 32835

J. Lindsay Builder, Jr.
J. LINDSAY BUILDER, JR.
SECRETARY
2100 S. HIAWASSEE ROAD
ORLANDO, FLORIDA 32835

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY THAT on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared James B. Jackson, Jr. and J. Lindsay Builder, Jr., well known to me to be Treasurer and Secretary, respectively, of the corporation named above and that they acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority fully vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

To me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of August, 1994.

Vanda D. Mitchell
NOTARY PUBLIC

This instrument prepared by:
Tina Lewis
Sentry Management, Inc.
2180 West State Road 434, Suite 5000
Longwood, Florida 32779

My commission expires:



VANDA D. MITCHELL
MY COMMISSION # CC 179476 EXPIRES
March 10, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

CERTIFICATE AMENDMENT OF DECLARATION
FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC.

THIS IS TO CERTIFY that the attached writing is a true copy of the Amendment to the Declaration of the Fairway Cove Homeowners' Association, Inc., a corporation not for profit under the laws of the State of Florida, as recorded in Official Record Book 3978 Page 0432 in the Public Records of Orange County, Florida, (hereinafter Association), which amendment was duly adopted at the March 23, 1994 Board of Directors Meeting by the approval of two-thirds (2/3) of the Board of Directors pursuant to Article XII, Section 6, of the said Declaration.

WITNESSES:

Jayce Hickey

Diane Polite

FAIRWAY COVE HOMEOWNERS'
ASSOCIATION, INC.

Elliott Winit

ELLIOTT WINIT, PRESIDENT
6626 CRENSHAW DRIVE
ORLANDO, FLORIDA 32835

Jerry Wise
JERRY WISE, SECRETARY
1131 ZACHARY WAY
ORLANDO, FLORIDA 32835

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY THAT on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement, personally appeared Elliott Winit and Jerry Wise, well known to me to be President and Secretary, respectively, of the corporation named above and that they acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority fully vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

To me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of April, 1994.

Sharon
NOTARY PUBLIC

My commission expires 03/31/97

This instrument prepared by:
Tina Lewis
Sentry Management, Inc.
2180 West State Road 434, Suite 5000
Longwood, Florida 32779

DR Bk 4784 Pg 2567
Orange Co FL 4975549

Record Verified - Martha D. Haynie

INSTR 20050183431
OR BK 07873 PG 3557 PGS=4
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
03/15/2005 02:50:38 PM
REC FEE 35.50

This instrument prepared by and
should be returned to:

Sara K. Wilson, Esquire
TAYLOR & CARLS, P.A.
850 Concourse Pkwy. S.
Suite 105
Maitland, Florida 32751
(407) 660-1040

**AMENDMENT
TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR FAIRWAY COVE**

THIS AMENDMENT is made and entered into this 15th day of November, 2004, by the Board of Directors of FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION."

WITNESSETH

WHEREAS, the DEVELOPER executed the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE, and caused the same to be recorded on May 3, 1988, in Official Records Book 3978, Page 0432 of the Public Records of Orange County, Florida (hereinafter referred to as "Declaration"); and

WHEREAS, pursuant to Article XII, Section 6 of the Declaration, the Board of Directors of the ASSOCIATION has the right, upon the approval of at least two-thirds of the members of said Board, to amend the Declaration by recording an amendatory instrument in the Public Records of Orange County, Florida, executed by the President and Secretary of the ASSOCIATION; and

WHEREAS, the Board of Directors of the ASSOCIATION has determined that the following amendments to the Declaration are necessary and beneficial to the preservation and management of FAIRWAY COVE and the operation of the ASSOCIATION and has unanimously approved the same at a meeting of the Board on November 15th, 2004.

NOW, THEREFORE, in consideration of the premises, the Board of Directors of the ASSOCIATION hereby declares the following:

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

NOTE: ADDITIONS TO TEXT ARE INDICATED BY **BOLD UNDERLINE**; DELETIONS BY **STRIKEOUT**

2. Article XI, RESTRICTIVE COVENANTS, Section 4 of the Declaration is amended to read as follows:

Section 4. Games and Play Structures. All **permanent and portable** basketball **goals and** backboards and any other fixed games and play structures shall be located at the side or rear of the Improvement, or on the inside portion of the corner lots within the set back lines. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Improvement constructed thereon. **All permanent and portable basketball goals and backboards as well as any other fixed games or play structures shall be installed properly and shall be maintained in a continuous state of good repair.**

3. Article XI, RESTRICTIVE COVENANTS, Section 15 of the Declaration is amended to read as follows:

Section 15. Maintenance of the Property. In order to maintain the standards of FAIRWAY COVE, 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 ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. **When maintaining any Lot on any portion of the Property, no OWNER shall allow any landscaping or building materials to remain in an unused condition on said Lot for more than ten (10) days without ARB approval.** If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, the ARB, or the Master Association, the DEVELOPER, the ASSOCIATION and/or the Master Association shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER, the ASSOCIATION and/or the Master Association may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER, the ASSOCIATION 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 ASSOCIATION or the Master Association. If the OWNER fails to reimburse the ASSOCIATION or the Master Association (as the case may be) 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 ASSOCIATION or the Master Association, the ASSOCIATION or the Master Association shall levy a Special Assessment against the Lot as

NOTE: ADDITIONS TO TEXT ARE INDICATED BY **BOLD UNDERLINE**; DELETIONS BY STRIKEOUT

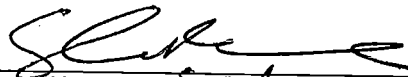
provided in Article VI. Such entry by the DEVELOPER or the ASSOCIATION or the Master Association or its agents shall not be a trespass. The OWNER of each Lot shall also be responsible for mowing and maintaining the grassed area(s) immediately adjacent to such OWNER's Lot, and lying between the streets, roadways and right-of-ways as shown on the Plat, and the sidewalk or other pathways used for pedestrian traffic. It shall be the OWNER's responsibility to maintain all landscaping, including but not limited to shrubs, trees, bushes, and other plantings located on the Lots or on the said grass strips adjacent to the OWNER's Lot so that landscaping does not impede the clear passage on the sidewalks, paths, streets and roadways or otherwise impede a clear line of sight as specified in Article VIII, Section 4(r) hereof.

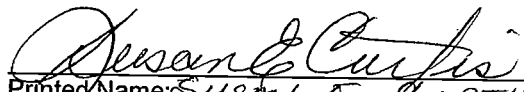
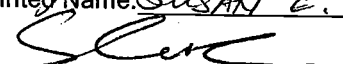
3. Except as amended by this instrument, the Declaration shall remain in full force and effect as originally executed and subsequently amended.

IN WITNESS WHEREOF, the President and Secretary of the ASSOCIATION have caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

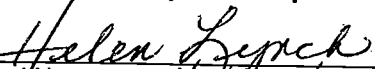

Printed Name: Susan E. Curtis


Printed Name: Sue Ann Reichard


Printed Name: SUSAN E. CURTIS

Printed Name: Sue Ann Reichard

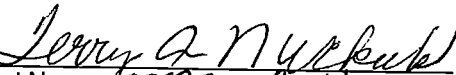
STATE OF FLORIDA
COUNTY OF SEMINOLE

**FAIRWAY COVE
HOMEOWNERS' ASSOCIATION, INC.,
a Florida not for profit corporation**

By: 
Printed Name: Helen Lynch
Title: President

Address: 6601 Cristina Marie Dr.
Orlando, FL 32835
(CORPORATE SEAL)

ATTEST:

By: 
Printed Name: TERRY A. NUCKOLS
Title: Secretary
Address: 6601 FAIRWAY COVE DR.
ORLANDO, FL 32835

The foregoing AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE was acknowledged before me this 15 day of NOVEMBER 2004, by HELEN LYNCH and TERRY NUCKOLS, as President and Secretary, respectively of FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, on behalf of

NOTE: ADDITIONS TO TEXT ARE INDICATED BY **BOLD UNDERLINE**; DELETIONS BY **STRIKEOUT**

the corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

(Notarial Seal)



Martha Saez
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: MARTHA SAEZ
Commission No.: DD 339231
My Commission Expires: 7-20-08

JOINDER AND CONSENT OF MASTER ASSOCIATION

The METROWEST MASTER ASSOCIATION, INC., causes the foregoing AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE to be executed in its name to acknowledge its approval of and agreement to the terms, conditions, covenants and restrictions set forth therein.

Signed, sealed and delivered
in the presence of:

Marie S. Dooddy

Printed Name: Marie S. Dooddy

Janice L. Shepherd

Printed Name: Janice L. Shepherd

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

By: T. Andrew Pughe

Printed Name: T. Andrew Pughe

Title: Sec. Treasurer / Mgr. Dir.

Address: 1803 Park Center Dr. S. 211

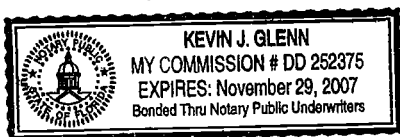
Orlando, Florida 32835

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 3rd day of December, 2004, by T. Andrew Pughe, as Secretary Treasurer of 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.

(Notarial Seal)



Kevin J. Glenn
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Kevin J. Glenn
Commission No.: DD 252375
My Commission Expires: 11/29/07

Fwc001 amn2

NOTE:

ADDITIONS TO TEXT ARE INDICATED BY **BOLD UNDERLINE**; DELETIONS BY **STRIKEOUT**

This instrument prepared by and
should be returned to:

Colleen A. Braden, Esquire
TAYLOR & CARLS, P.A.
1900 Summit Tower Boulevard
Suite 820
Orlando, Florida 32810
(407) 660-1040

**AMENDMENT
TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR FAIRWAY COVE**

THIS AMENDMENT is made and entered into this 21st day of June, 2001, by the Board of Directors of FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION".

WITNESSETH

WHEREAS, the DEVELOPER executed the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE, and caused the same to be recorded on May 3, 1988, in Official Records Book 3978, Page 0432 of the Public Records of Orange County, Florida (hereinafter referred to as "Declaration"); and

WHEREAS, pursuant to Article XIII, Section 6 of the Declaration, the Board of Directors of the ASSOCIATION has the right, upon the approval of at least two-thirds of the members of said Board, to amend the Declaration by recording an amendatory instrument in the Public Records of Orange County, Florida, executed by the President and Secretary of the ASSOCIATION; and

WHEREAS, the Board of Directors of the ASSOCIATION has determined that the following amendments to the Declaration are necessary and beneficial to the preservation and management of FAIRWAY COVE and the operation of the ASSOCIATION and has unanimously approved the same at a meeting of the Board on June 21st, 2001.

NOW, THEREFORE, in consideration of the premises, the Board of Directors of the ASSOCIATION hereby declares the following:

NOTE: ADDITIONS TO TEXT ARE INDICATED BY **BOLD UNDERLINE**; DELETIONS BY ~~STRIKEOUT~~

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

2. Article XI, Section 12 of the Declaration is amended to read as follows:


Section 12. Signs. No signs, including "for sale" or "for rent", freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot except as provided in this section. ~~Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. After the sale of the Improvement by the builder who constructed it, no "for sale" or "for rent" signs of any kind shall be displayed to the public view on any Lot for whatever purpose, including the resale of the Lot by the then OWNER.~~ One standard "for sale" or "for rent" sign may be displayed on a Lot, provided the sign meets the following specifications: (a) sign must be 18" x 24" in size; (b) white background with black lettering; (c) lettering on one side only; (d) placed on Lot parallel to the street within six (6) feet of house, preferably in a shrubbery bed, but in no event, may the sign be placed in the middle of the yard. The ASSOCIATION would prefer that Lot OWNERS purchase the signs from the ASSOCIATION'S authorized sign distributor, as determined, from time to time, by the Board of Directors of the ASSOCIATION. However, the signs may be obtained from any other source as long as it is of the same professional quality and appearance as the signs supplied by the ASSOCIATION'S authorized sign distributor.

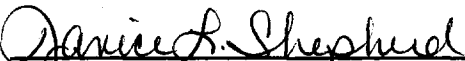
3. Except as amended by this instrument, the Declaration shall remain in full force and effect as originally executed and subsequently amended.


IN WITNESS WHEREOF, the President and Secretary of the ASSOCIATION have caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FAIRWAY COVE
HOMEOWNERS' ASSOCIATION, INC.,
a Florida not for profit corporation


Printed Name: Christina Lewis


Printed Name: Janice L. Shepherd

By: 
Printed Name: Agostina D'Uva
Title: President
Address: 6710 Fairway Cove Dr
Orlando, FL 32835

NOTE: ADDITIONS TO TEXT ARE INDICATED BY **BOLD UNDERLINE**; DELETIONS BY **STRIKEOUT**



(CORPORATE SEAL)

ATTEST:

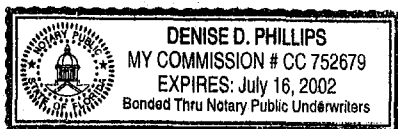
Christine Lewis
Printed Name: Christine Lewis
Janice L. Shepherd
Printed Name: Janice L. Shepherd

By: J. P. Wise
Printed Name: Jerry L. Wise
Title: Secretary
Address: 1131 Zephyr Way
Orlando, FL 32835

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE was acknowledged before me this 16th day of July, 2001, by AGOSTINA D'AMATO and JERRY L. WISE, as President and Secretary, respectively of FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

(Notarial Seal)



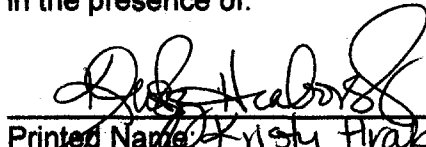
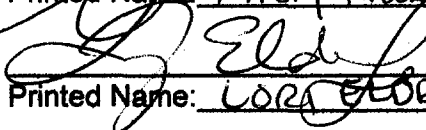
Denise D. Phillips
NOTARY PUBLIC - STATE OF _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

NOTE: ADDITIONS TO TEXT ARE INDICATED BY **BOLD UNDERLINE**; DELETIONS BY STRIKEOUT


JOINDER AND CONSENT OF MASTER ASSOCIATION

The METROWEST MASTER ASSOCIATION, INC., causes the foregoing AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE to be executed in its name to acknowledge its approval of and agreement to the terms, conditions, covenants and restrictions set forth therein.

Signed, sealed and delivered
in the presence of:


Printed Name: Kristy Hrabovsky

Printed Name: LORA E. OREDGE

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

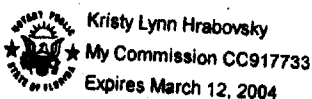
By: 
Printed Name: T. Andrew Pugh
Title: Director - V.P.
Address: 2100 S. Howard Ave. Rm.
Orlando, FL 32835

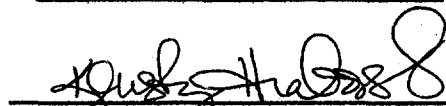
(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of July, 2001, by T. Andrew Pugh, as Director - V.P. of 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.

(Notarial Seal)




NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Kristy Hrabovsky
Commission No.: CC917733
My Commission Expires: 3/12/04

Fwc001 amn1
7/2/01 a:CAB/pc

NOTE: ADDITIONS TO TEXT ARE INDICATED BY **BOLD UNDERLINE**; DELETIONS BY **STRIKEOUT**



Prepared by and Return to:
Petryk Ozim, Esq.
MARTELL & OZIM, P.A.
37 N. Orange Ave, Suite 500
Orlando, FL 32801
(407) 377-0890

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR FAIRWAY COVE**

WHEREAS, that certain Declaration of Protective Covenants and Restrictions for Fairway Cove is recorded in Official Record Book 3978, Page 0432, Public Records of Orange County, Florida, as amended from time to time ("Declaration"); and

WHEREAS, Fairway Cove Homeowners' Association, Inc. ("Association") was the entity created to govern the real property described and made subject to the Declaration; and

WHEREAS, the real property described and made subject to the Declaration is also subject to and encumbered by the Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded in Official Record Book 3759, Page 2756, Public Records of Orange County, Florida, as amended from time to time ("Master Declaration"); and

WHEREAS, pursuant to Article III, Section 3.2 of the Master Declaration, the Association is a Community Association subordinate to MetroWest Master Association, Inc. ("Master Association"); and

WHEREAS, pursuant to Article IV, Section 3 of the Declaration, the Master Association shall have the absolute power to require specific action be taken by the Association; and

WHEREAS, pursuant to the Rules and Regulations of MetroWest Master Association, Inc., as recorded in Official Record Document # 20170109586, Public Records of Orange County, Florida, the Master Association has required specific action be taken by the Association to adopt leasing restrictions for the real property made subject to the Declaration; and

WHEREAS, pursuant to Article XII, Section 6 of the Declaration, the Declaration may be amended at any time upon the approval of at least two-thirds (2/3) of the members of the Board of Directors; and

WHEREAS, the necessary vote was obtained for certain leasing restrictions and said leasing restrictions were joined and consented to by the MetroWest Master Association, Inc.

NOW, THEREFORE, pursuant to the Amendment procedures set forth in said Declaration, the following Amendment is hereby adopted:

1. Article XI of the Declaration is amended to add a new Section 26 which shall read as follows:

Section 26. Leasing. All Leases shall be in writing and shall include the names of all tenants and occupants of the Lot. Owners shall submit no later than thirty (30) days after the commencement or renewal of the Lease the following to the Association:

- a. A copy of the Lease; and
- b. Copy of the then-current version of the MetroWest Crime Free Lease Addendum signed by all tenants and occupants eighteen (18) years of age or older; and
- c. Copies of the tenants' and occupants' criminal history report covering seven (7) years, which searches for convictions for any crime described within the then-current MetroWest Crime Free Lease Addendum for all proposed tenants and occupants eighteen (18) years of age or older; and
- d. Copies of tenants' and occupants' driver's licenses, state issued ID cards, Federal I-94's, I-20's, green cards or passports; and
- e. Any additional information deemed necessary by the Association.

Owners shall obtain copies of criminal history reports for all proposed tenants and occupants eighteen (18) years of age or older prior to approving any Lease and shall deny a Lease to any proposed tenant or occupant who has been previously convicted of any crime described within the then-current MetroWest Crime Free Lease Addendum. Owners shall deny a Lease to any proposed tenant or occupant who fails to provide any information as listed in sub-paragraphs (b), (c), (d) and (e) above. An Owner's approval of a Lease to any tenant or occupant who has been previously convicted of any crime as described within the then-current MetroWest Crime Free Lease Addendum shall render the Lease void and all tenants and occupants may be forcibly removed immediately by the Association. The failure of an Owner to provide to Association all required documents pursuant to this Section shall render the Lease void and all tenants and occupants may be forcibly removed immediately by the Association. Owners shall be responsible for all costs related to the forcible eviction of any tenant or occupant pursuant to this Section.

CERTIFICATE OF AMENDMENT

I, Michael Friedman, as President of Fairway Cove Homeowners' Association, Inc. hereby certify that this Amendment was duly adopted by the affirmative vote of at least two-thirds (2/3) of the Members of the Board at a duly noticed Board of Director meeting held on July 20, 2017.

Witness:

Witness Signature

Print Name:

Date:

Julie Sanchez
8/14/17

Witness:

Witness Signature

Print Name:

Date:

Liguel Uboles
8/14/17

Fairway Cove Homeowners' Association, Inc., a Florida not-for-profit corporation

By:

Michael B. Friedman as President
c/o Sentry Management, Inc.
2180 West SR 434, Suite 5000
Longwood, FL 32779
Date: Aug 14, 2017

ATTEST:

By:

Bibi Anesa Summa Secretary
c/o Sentry Management, Inc.
2180 West SR 434, Suite 5000
Longwood, FL 32779
Date: Aug 14, 2017

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 14th day of August, 2017, by Michael Friedman, as President of Fairway Cove Homeowners' Association, Inc., who is personally known to me or has produced _____ as identification, and by Bibi Anesa Summa, as Secretary of Fairway Cove Homeowners' Association, Inc., who is personally known to me or has produced Dr. Lucie as identification.

Notary Signature

Notary Stamp or Seal



JOINDER AND CONSENT OF MASTER ASSOCIATION

The METROWEST MASTER ASSOCIATION, INC., causes the foregoing AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FAIRWAY COVE to be executed in its name and to acknowledge its approval of and agreement to the terms, conditions, covenants and restrictions set forth therein.

Metrowest Master Association, Inc., a
Florida not-for-profit corporation

Witness:

Witness Signature

Print Name:

Date:

[Signature]
Julie Sanchez
7/04/17

By:

Jim Drayton as President

2121 S. Hiawasse Road, 132
Orlando, FL 32835

Date:

7/04/17

Witness:

Witness Signature

Print Name:

Date:

[Signature]
Miguel Obiles
7/04/17

ATTEST:

By:

Stina D'Uva as Secretary

2121 S. Hiawasse Road, 132
Orlando, FL 32835

Date:

7/04/17

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 25 day of July, 2017, by Jim Drayton, as President of Metrowest Master Association, Inc., who is personally known to me or has produced _____ as identification, and by Stina D'Uva, as Secretary of Metrowest Master Association, Inc., who is personally known to me or has produced _____ as identification.

Notary Signature

Notary Stamp or Seal:

