

MetroWest

Rules and Regulations of MetroWest Master Association Inc.

Revised – December 10, 2021

PREAMBLE

Pursuant to 3.6 of the Amended and Restated 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 shall have the absolute power to require specific action to be taken, by any Community Association.

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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 Chapters 617, 718, 719 or 720, Florida Statutes.
3. LEASING STANDARDS AND CRIME FREE MULTI-HOUSING PROGRAM
 - 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 (including all renewals) provide all policies or standards required for leasing property. Such standards shall include, but are not limited to the following:
 - 3.2.1 Residences intended for single-family occupancy may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. All leases or occupancy agreements for residences (collectively, "lease agreements") shall be in writing. No residence may be leased or occupied on a daily, nightly, weekly, monthly or any other basis other than for a term of not less than seven (7) months. All lease agreements shall require the residence to be used solely as a private single-family residence.
 - 3.2.2 MWMA has adopted the MetroWest Crime Free Multi-Housing program ("CFMH") as of December 10, 2021. It shall be mandatory that all Homeowner's Associations, Condominium Associations and Rental Apartments ("Multi-Housing Properties") adopt and comply with the CFMH forthwith. All written lease agreements or renewals for all units within any Multi-Housing Properties shall include the **MetroWest Crime Free Lease Addendum**, attached hereto as Exhibit "A". Copies of the CFMH and **MetroWest Crime Free Lease Addendum** can be obtained at the MWMA headquarters: 2121 South Hiawasse Road, Suite 135, Orlando, FL 32835, or downloaded and printed on the MWMA website at metrowestcommunity.com.
 - 3.2.3 On or before January 31, 2022, all Multi-Housing Properties shall have formally adopted the CFMH and shall have commenced enacting all provisions thereof, thereafter pursuing full enactment in a diligent and expeditious manner. All Multi-Housing Properties shall have fully enacted all provisions and be in full compliance with the CFMH on or before December 31, 2023. In addition, all

Multi-Housing Properties shall seek and obtain such certifications as required from time to time by the MWMA with regard to any and all related crime free housing standards adopted at any time by the MWMA.

- 3.2.4 A copy of all written lease agreements with attached and signed **Metro West Crime Free Lease Addendum** shall be provided to the Community Association office or management office for the applicable community where the property is located.
- 3.2.5 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 All Owners shall run an international criminal background check on any applicable tenant/renter applying from outside of the United States. 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.
- 3.2.6 All tenants 18 years of age or older shall not be approved by an Owner without the Owner first obtaining a complete nationwide criminal background which searches for any felony convictions or any other convictions for any crimes against children or involving domestic violence. Nationwide criminal background checks shall be performed at a minimum annually (at renewal) and all tenants/occupants 18 years of age or older re-verified via annual application for proper screening **unless the community has received their Crime Free Certification**. If any such 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. In addition to the above, the MWMA shall also have the right to approve any and all leases and any final decisions with regard to any such matters shall rest with the MWMA Board of Directors.
- 3.3 Owners, as well as their tenants are directly 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. The MWMA shall have, at all times, direct enforcement rights against the Owner, member, Resident or Tenant, jointly or severally, to enforce these Rules and Regulations and/or any other provision of the Governing Documents for MetroWest.
- 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. The MWMA reserves the right, in its sole discretion, to amend and revise these Rules and the leasing standards, as it deems appropriate to better protect and manage the community.
- 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 these

Rules and/or Governing Documents to ensure compliance. The MWMA may assess the subject Member, Owner, Resident or Tenant for the cost of such enforcement as well as impose monetary fines and suspend voting rights as described above and in the Declaration.

3.6 Lease Approval and Enforcement by MWMA.

It is in the best interest of MetroWest for the MWMA to have the unconditional right to enforce all covenants, provisions and terms within the MetroWest Governing Documents for MetroWest, directly against all parties under any commercial lease, per the general provisions of Section 4.9.24 of the Declaration.

Therefore, in furtherance of all provisions set forth in this Rule and in the Governing Documents, all leases for any property in MetroWest, whether it be residential or commercial, include within them the following provision:

Lease Subject to Master Declaration and Association Rights. It is agreed and understood between the parties that the subject leased premises are located within the MetroWest community and are included within, and subject to, Amended and Restated Master Declaration of Protective Covenants and Restrictions for MetroWest, all Rules and Regulations governing MetroWest promulgated from time to time by MetroWest Master Association, Inc. ("MWMA") and all other restrictions, limitations and usages contained within any and all related documents of MWMA ("Governing Documents").

Therefore, the parties acknowledge and agree that the terms hereof are specifically subject to all provisions, limitations, restrictions and rights set forth within the Governing Documents, including, without limitation, all rights of MWMA stated therein (to include but not limited to proper applicable licensing/permits, noise ordinances, loitering, parking limitations (violation may result including towing at owner's expense when parking on private property without specific written consent of that property/parcel owner), criminal mischief or activity (including lewd and lascivious behavior), as well as CPTED lighting requirements). It is agreed and acknowledged that MWMA is a direct and intended third party beneficiary under this lease and therefore has the unconditional right to enforce all Rules, Regulations and other provisions of the Governing Documents directly against either party hereto, including, without limitation, the right to bring direct legal action against Tenant in the event of any violation by Tenant of any of the provisions of the Rules, Regulations or other Governing Documents for MetroWest.

MWMA, any committee duly constitute thereunder and/or the current Management is hereby authorized to establish procedures for the carrying out of this Rule and is further authorized and directed to take any and all action to enforce this Rule.

MetroWest

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 any other occupants or guests of such property 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 or 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 any other occupants or guests of such property 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 or any other occupants or guests of such property 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 any other occupants or guests of such property 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 any other occupants or guests of such property shall not engage in and/or facilitate any illegal or unlawful 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 gang related activity as defined in Florida Statutes 874.03 and prohibited in Florida Statutes 874.05.
 - Battery, as defined and prohibited in Florida Statutes 784
 - Aggravated Assault as prohibited in Florida Statutes 784.01.
 - Unlawful discharge of a firearm in public as prohibited in Florida Statutes 790.15.
 - Public Nuisance as prohibited in Florida Statutes 823.10.
 - 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.
- Any violations of any of the Rules and Regulations or other Governing Documents of MetroWest.

THE OCCURRENCE OF ANY OF THE ABOVE ACTS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. THE MWMA SHALL HAVE THE RIGHT TO TAKE DIRECT ACTION AGAINST THE SUBJECT OWNER, THE TENANT, OR BOTH TO ENFORCE ALL PROVISIONS OF THIS RULE, TO EVICT OR DISPOSSESS THE TENANT FOR VIOLATIONS OF THIS ADDENDUM, AS WELL AS ANY AND ALL OTHER RULES AND REGULATIONS OR GOVERNING DOCUMENTS FOR METROWEST. BY ENTERING INTO A LEASE, OR BY TAKING POSSESSION OF ANY PROPERTY IN METROWEST, ANY TENANT OR OTHER OCCUPANT OF ANY SUCH PROPERTY HEREBY ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS OR PROVISIONS OF THESE RULES, THE CRIME FREE ADDENDUM AND THE GOVERNING DOCUMENTS FOR METROWEST.

6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
7. 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.
8. 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 Subsection 720.303(4), Florida Statutes) 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 www.metrowestcommunity.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 Subsections 720.303(5)(c)(1)-(7), Florida Statutes 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:

Brandon Finbein
Printed Name: Brandon Lensenbach

Aimee Botens
Printed Name: Aimee Botens

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

By: _____
Printed Name: Jim Drayton
Title: MWMA President

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 9th day of Dec, 2021 by Jim Drayton, as MWMA President of the METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

