

State of FLORIDA, County of ORANGE
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the document as recorded in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER

By: _____

Date: 09/30/14



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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. Berkeley
Name: Angela P. Berkeley


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.


Notary [Signature]
Sylvia A. Sebrowski
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE140423
Expires 10/23/2015