

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

**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 28<sup>th</sup> 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:

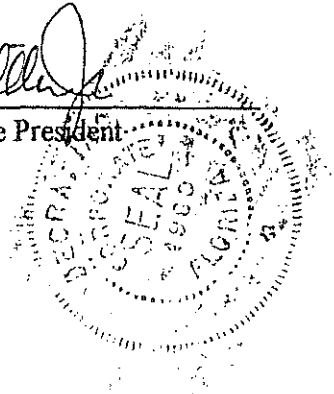
Vanda D. Mitchell  
Signature of witness  
Print name: Vanda D. Mitchell

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

DEBRA, INC.

By: Lindsay Builder, Jr.  
I, Lindsay Builder, Jr., Vice President


2100 S. Hiwassee Road  
Orlando, FL 32835



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28<sup>th</sup> 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 # 00527518 EXPIRES  
March 10, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

OR Bk 5114 Pg 1080  
Orange Co FL 5744089

Recorded - Martha O. Haynie