

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



**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.

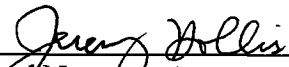
IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Witnesses:


Printed Name: Jessica Coleman


Printed Name: Roger Edwards

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

By: 
Printed Name: Jeremy Hollis
Title: President

Witnesses:

[Signature]
Printed Name: Roger Edwards

[Signature]
Printed Name: Jessica Coleman

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

By: [Signature]
Printed Name: C. SHAKARIAN
Title: Secretary

Witnesses:

[Signature]
Printed Name: Roger Edwards

[Signature]
Printed Name: Jessica Coleman

HIAWASSEE ORLANDO, LLC,
a Florida LLC

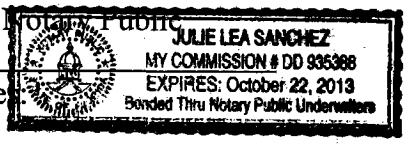
By: [Signature]
Printed Name: C. SHAKARIAN
Title: Managing Member

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.

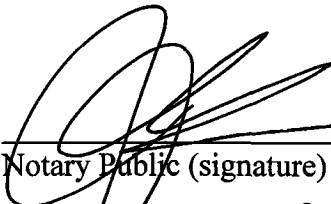
[Signature]
Notary Public (signature)

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.

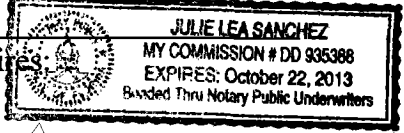


Notary Public (signature)

JULIE SANCHEZ

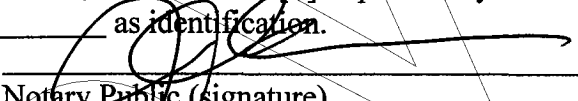
Typed/Printed name of Notary Public

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.

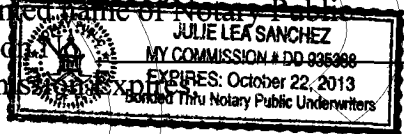


Notary Public (signature)

JULIE SANCHEZ

Typed/Printed name of Notary Public

Commission No. _____
My Commission Expires _____



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