



Orange Co FL 2001-0057950
02/08/2001 10:25:10am
OR Bk 6189 Pg 2476
Rec 33.00

Prepared By and Return To:

Deborah H. Johnson, L.L.C.
Broad and Cassel
Bank of America Centre
Post Office Box 4961
Orlando, Florida 32802-4961

For Recording Purposes Only

**SECOND AMENDMENT TO THE MASTER DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR METROWEST**

THIS SECOND AMENDMENT TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (the "Amendment") is made as of this 2nd day of February, 2001, by **METROWEST MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Master Association") and **LESLIE, L.L.C.**, a Florida limited liability company (the "Developer").

RECITALS

A. The Developer currently owns certain real property located in Orange County, Florida, which has been made subject to that certain Master Declaration of Protective Covenants and Restrictions for MetroWest recorded March 13, 1986 in Official Records Book 3759, Page 2756; Agreement Concerning Transfer of Responsibilities recorded September 17, 1986 in Official Records Book 3820, Page 4314; Supplement No. 1 to the Master Declaration of Protective Covenants and Restrictions for MetroWest recorded August 20, 1987 in Official Records Book 3913, Page 2944; Supplement No. 2 to the Master Declaration of Protective Covenants and Restrictions for MetroWest recorded November 17, 1987 in Official Records Book 3936, Page 4185; Supplement No. 3 to the Master Declaration of Protective Covenants and Restrictions for MetroWest recorded March 28, 1988 in Official Records Book 3968, Page 1279; First Amendment to Master Declaration of Protective Covenants and Restrictions for MetroWest recorded August 30, 1996 in Official Records Book 5114, Page 1077; Assignment and Assumption of Declarant's Rights and Obligations recorded October 25, 2000 in Official Records Book 6115, Page 4273, all of the Public Records of Orange County, Florida (collectively, the "Declaration").

B. The Master Association and Developer desire to amend the Declaration as set forth hereinafter.

C. Pursuant to Article 4.5.1. of the Declaration, once title to the Common Area is transferred to the Master Association, it shall not be released without first obtaining the written approval of the Developer.

D. The Master Association holds legal title to that certain parcel of real property, which property is deemed Common Area under the Declaration and more particularly described on *Exhibit "A"* attached hereto and incorporated herein by this reference (the "Release Property").

E. The purpose of this Amendment is to obtain from the Master Association a release of all of the Master Association's rights in and to the Release Property as Common Area and to evidence the Developer's consent to said release in accordance with Article 4.5.1. of the Declaration.

NOW, THEREFORE, for and in consideration of the mutual premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Release of Property.** The Release Property is hereby released from the Declaration as Common Area and, as of the date hereof, the Master Association shall no longer have any rights in and to the Release Property as Common Area under the Declaration. By execution below the Developer hereby consents to the foregoing release of the Release Property as Common Area from the Declaration.

3. **Modification.** Except as modified herein, the Declaration remains in full force and effect. Except as expressly otherwise defined herein, all capitalized terms contained in this Amendment shall have the same meaning as set forth in the Declaration. In the event of any conflict or ambiguity between the Declaration and this Amendment, this Amendment shall control.

[SEE PAGE 3 FOR SIGNATURES]

IN WITNESS WHEREOF, the Master Association and the Developer have caused this Amendment to be made and executed as of the day and year written above.

Signed, sealed and delivered
in the presence of:

MASTER ASSOCIATION:

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

Doris Alderfer
Print Name Doris Alderfer

Pamela LaBelle Jeffrey
Print Name Pamela LaBelle Jeffrey

By: *Kimball D. Woodbury*
Name: KIMBALL D. WOODBURY
Title: PRESIDENT

DEVELOPER:

LESLIE, L.L.C., a Florida limited
liability company

Print Name _____

Print Name _____

By: _____
Nathan D. Benson, Manager

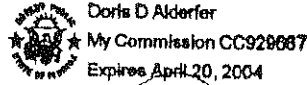
COPIES



STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 22nd day of December, 2000, by Kimball D. Woodberry the President of METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of corporation. He/She is personally known to me or has produced _____ as identification.

Doris D. Alderfer
(Signature of Notary Public)



Doris D. Alderfer
(Typed name of Notary Public)
Notary Public, State of Florida
My commission expires: 4-20-04

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of December, 2000, by Nathan D. Benson, as the Manager of LESLIE, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
My commission expires: _____

IN WITNESS WHEREOF, the Master Association and the Developer have caused this Amendment to be made and executed as of the day and year written above.

Signed, sealed and delivered
in the presence of:

MASTER ASSOCIATION:

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

Print Name _____

By: _____

Name: _____

Title: _____

Print Name _____

DEVELOPER:

LESLIE, L.L.C., a Florida limited
liability company

Carol A Shannon

Print Name Carol A Shannon

By: *Nathan D. Benson* _____

Nathan D. Benson, Manager

Karrin Muns

Print Name Karrin Muns



STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2000, by _____ the _____ of METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of corporation. He/She is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
My commission expires: _____

~~STATE OF FLORIDA~~
STATE OF VIRGINIA
~~COUNTY OF _____~~
COUNTY OF VIRGINIA BEACH
CITY

The foregoing instrument was acknowledged before me this 25th day of December, 2000, by Nathan D. Benson, as the Manager of LESLIE, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced MANAGER as identification.

Jean A. Norton
(Signature of Notary Public)

JEAN A. NORTON
(Typed name of Notary Public)
Notary Public, State of ~~Florida~~ VIRGINIA
My commission expires: _____

My Commission Expires November 30, 2004



OR Bk 6189 Pg 2482
Orange Co FL 2001-0057950
Recorded - Martha O. Haynie

Exhibit "A"

Legal Description of Release Property

Lot 2, "A REPLAT OF TRACT 9, METROWEST", as recorded in Plat Book 20, Pages 139, 140 and 141, Public Records of Orange County, Florida, Less all of "A REPLAT OF LOT 2, A REPLAT OF TRACT 9 METROWEST", as recorded in Plat Book 21, Pages 135, 136 and 137, Public Records of Orange County, Florida.

Less and Except:

TRACT 1 AND LOT 1 OF ESPLANADE CENTER, A REPLAT OF LOT 6, "A REPLAT OF LOT 2, A REPLAT OF TRACT 9 METROWEST", PLAT BOOK 21, PAGES 135, 136 AND 137, AND A REPLAT OF A PORTION OF LOT 2, "A REPLAT OF TRACT 9 METROWEST", PLAT BOOK 20, PAGE 139, 140 AND 141, RECORDED IN PLAT BOOK 46, PAGE 25, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COPY