



INSTR 20060091304
 OR BK 08471 PG 1428 PGS=2
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 02/08/2006 12:14:38 PM
 REC FEE 18.50

This instrument was prepared by
 And should be returned to:
 Jeffrey P. Wieland, Esquire
 Akerman Senterfitt
 420 South Orange Avenue, Suite 1200
 Orlando, Florida 32801

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

THIS THIRD AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (this "Amendment") is made as of this 23rd day of January, 2006 by ALLIANCE LLC, a Florida limited liability company, hereinafter referred to as the "DEVELOPER").

BACKGROUND FACTS

A. The DEVELOPER is the Developer/Declarant under that certain Master Declaration of Protective Covenants and Restrictions for MetroWest dated as of the 24th day of February, 1986, and 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

1. Collection by Community Associations. Section 7.3.1 of the Master Declaration is hereby amended and restated to read as follows:

7.3.1 Collection by Community Associations. Each Community Association shall collect from its members sums sufficient to pay all Assessments for Common Expenses levied by the MASTER ASSOCIATION against each Property Unit which is subject to the jurisdiction of that Community Association. Each Community Association shall have the duty to collect the Assessments levied by the MASTER ASSOCIATION from the members of the Community Association. The total Assessments for Common Expenses for Property

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Units under the jurisdiction of a Community Association shall be timely remitted to the Master Association.

If a Community Association has not collected the Assessments of the MASTER ASSOCIATION from the OWNER(S) under its jurisdiction, it shall notify the MASTER ASSOCIATION of the name and address of such OWNER(S). The MASTER ASSOCIATION shall be entitled to rely upon the information given by the Community Association regarding delinquencies, and may impose a lien upon such delinquent OWNER'S Property Unit in accordance with this Declaration. However, the MASTER ASSOCIATION may, in its sole discretion, elect to collect MASTER ASSOCIATION assessments and other charges directly from any OWNER in accordance with Subsection 7.6.

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:

ALLIANCE LLC

Cabrina Webb
SIGNATURE OF WITNESS

By: [Signature]
Ken Simback, Manager

Cabrina Webb
PRINT NAME OF WITNESS

Shawna Braunstein
SIGNATURE OF WITNESS

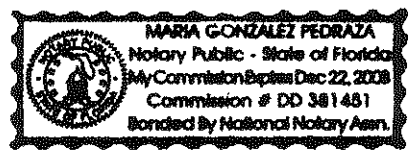
Shawna Braunstein
PRINT NAME OF WITNESS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23 day of January, 2006, by Ken Simback as Manager of Alliance LLC, a Florida limited liability company on behalf of the LLC. He is personally known to me or has produced _____ (type of identification) as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Notary Stamp



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