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Add Fee \$ 8.00 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By SKL
Total \$ 69.00 Deputy Clerk

DECLARATION OF PROTECTIVE COVENANTS
AND
RESTRICTIONS FOR METROWEST UNIT FOUR REPLAT

3691741 Orange Co. FL.
01/10/91 12:02:01PM

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THIS INSTRUMENT PREPARED BY:

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HONIGMAN MILLER SCHWARTZ AND COHN
359 Carolina Avenue
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RETURN TO
LAWYERS TITLE INSURANCE CORP.
130 SO. ORANGE AVE., SUITE 200
ORLANDO, FLORIDA 32801

2-61927

Del.
SKL

DECLARATION OF PROTECTIVE COVENANTS
AND
RESTRICTIONS FOR METROWEST UNIT FOUR REPLAT

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DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR METROWEST UNIT FOUR REPLAT

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Protective Covenants and Restrictions for METROWEST UNIT FOUR REPLAT (the "Declaration"), is made and entered into as of the 4th day of January, 1991, by DEBRA, INC., a Florida corporation, hereinafter referred to as the "DEVELOPER."

PREAMBLE

The DEVELOPER currently owns the Property (as defined in Article I). The Property is a portion of a larger development by the DEVELOPER consisting of approximately 1,900 acres and known as "METROWEST". METROWEST (including the Property) is encumbered by the Master Declaration (as defined in Article I). Because of the unique characteristics of the proposed development of the Property, the DEVELOPER desires to further encumber the Property with the Covenants (as defined in Article I) set forth hereinafter. By this instrument, the DEVELOPER will cause the MASTER ASSOCIATION (as defined in Article I) to (a) assume the responsibility and power of maintaining and administering the Common Property (as defined in Article I) and facilities within the Property; and (b) administer and enforce the Covenants.

RECITALS

A. The DEVELOPER desires to create on the Property a multi-use development with entrance features and open spaces, and other common facilities for the benefit of the development.

B. The DEVELOPER desires to provide for the preservation of the values and amenities within the Property and for the maintenance of the open spaces and other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Article I) thereof.

C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the development to delegate and assign to an agency the power, authority and responsibility to maintain and administer the Common Property and facilities and administer and enforce the Covenants set forth herein.

D. The DEVELOPER has incorporated the METROWEST MASTER ASSOCIATION, INC. under the laws of the State of Florida, as a corporation not-for-profit, the purpose of which shall be to

exercise the functions aforesaid for not only the Property but all of METROWEST.

E. The Property is also subject to and encumbered by the Master Declaration (as defined in Article I). The Property and each Lot (as defined in Article I) shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in the Master Declaration. Wherever the provisions of the Master Declaration are in conflict with this Declaration, the provisions of this Declaration shall be considered superior to and shall overrule the Master Declaration with respect to the Property.

DECLARATION

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

Section 1. BOARD. "BOARD" shall mean the Board of Directors of the MASTER ASSOCIATION.

Section 2. Common Property. "Common Property" shall mean and refer to that portion of the Property which the MASTER ASSOCIATION has the obligation to maintain for the common use, benefit and enjoyment of all OWNERS, including, but not limited to, the property described as the landscape, sidewalk and private utility and drainage easements on the plat of the Property. After the date hereof the DEVELOPER may add additional real property and/or interests in real property located within the Property or elsewhere within METROWEST or outside METROWEST which the DEVELOPER determines is reasonably necessary for the development or maintenance of the Property or which any governmental organization or agency may require the MASTER ASSOCIATION to maintain.

Section 3. Covenants. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run

perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

Section 4. Declaration. "Declaration" shall mean this instrument, DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST UNIT FOUR REPLAT, and all amendments made to this instrument.

Section 5. DEVELOPER. "DEVELOPER" shall mean DEBRA, INC., a Florida corporation, and its successors or assigns as designated in writing by the DEVELOPER.

Section 6. Governing Documents. "Governing Documents" shall mean this Declaration, the Master Declaration and the Articles of Incorporation and Bylaws of the MASTER ASSOCIATION, as the same may be amended from time to time and filed in the Public Records of Orange County, Florida. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, this Declaration, the Master Declaration, the Articles of Incorporation, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 7. Improvements. "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

Section 8. Lot. "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the plat, and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 9. MASTER ASSOCIATION. "MASTER ASSOCIATION" shall mean and refer to the MetroWest Master Association, Inc., the Florida not-for-profit corporation formed by DEBRA, INC., to carry out the intent of the Master Declaration and hereby given the responsibility and authority to carry out the intent of this Declaration.

Section 10. Master Declaration. "Master Declaration" shall mean and refer to that certain instrument entitled Master Declaration of Protective Covenants and Restrictions for

METROWEST, dated the 24th day of February, 1986, and recorded in Official Records Book 3759, Page 2756, Public Records of Orange County, Florida. The Master Declaration encumbers all of the Property and imposes certain restrictions and covenants on the Property and all real property within METROWEST. Each OWNER will continue to be bound by the covenants, restrictions, obligations and limitations set forth in the Master Declaration.

Section 11. MEMBER. "MEMBER" shall mean and refer to all those OWNERS who are MEMBERS of the MASTER ASSOCIATION as provided in Article III of the Master Declaration.

Section 12. METROWEST. "METROWEST" shall mean and refer to the mixed use real estate development located in Orange County, Florida, developed by the DEVELOPER, of which the Property is a part.

Section 13. OWNER. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 14. Person. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 15. Property. "Property" shall mean and refer to METROWEST UNIT FOUR REPLAT, as per the plat thereof, recorded in Plat Book 27, Pages 129, 130, 131 and 132, Public Records of Orange County, Florida, being all the real property which has become subject to this Declaration.

Except as specifically defined above, all capitalized words herein shall have the same definition as set forth in Article I of the Master Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. MEMBERS' Easement of Enjoyment. Subject to the provisions of Section 3, every OWNER shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to the Common Property. The DEVELOPER may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the DEVELOPER, the MASTER ASSOCIATION is able to maintain the same. The DEVELOPER may convey or turn over certain portions of the Common Property and retain others. The DEVELOPER reserves the right to relocate any portion of the Common Property to any other portion of the Property, provided:

(a) title to the portion of the Property to be converted to Common Property is held by the DEVELOPER and is not subject to an enforceable contract;

(b) the relocated Common Property performs the same function at the same general level of service, quality and capacity as the Common Property performed prior to the relocation;

(c) the relocation of the Common Property shall not result in additional expense to any OWNER; and

(d) no OWNER shall be assessed any cost incurred to relocate the Common Property.

Section 3. Extent of OWNERS' Easements. The rights and easements of enjoyment created hereby shall be subject to the right of the MASTER ASSOCIATION to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the MEMBERS, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the MEMBERS of two-thirds (2/3) of the Lots, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every MEMBER at least ninety (90) days in advance of any action taken.

ARTICLE IV

DESIGN REVIEW

Section 1. Intent. It is the intent of this Article to assure each MEMBER that the Property will be developed as a community of quality buildings, both Residential and Commercial; of tasteful and aesthetically pleasing architectural designs; constructed with long-lasting materials and high construction standards; harmonious with surrounding structures and topography; and will have landscaping and other site improvements consistent with the aesthetic quality of the Property and METROWEST as a whole. Furthermore, it is the intent of this Article that all Improvements developed or constructed on the Property shall be in conformance with all building, use and other restrictions imposed by the Master Declaration and such additional building, use and other restrictions which are imposed by the DEVELOPER herein or may be imposed by the DEVELOPER from time to time, and that all Improvements are maintained in a manner consistent with the aesthetic quality of the Improvements as originally constructed in accordance with this Article and the Master Declaration.

Section 2. Design Review Board. The MASTER ASSOCIATION has created a Design Review Board (referred to as the "DRB") whose purpose will be to carry out the intent of this Declaration and the Master Declaration as set forth in the Master Declaration.

Section 3. Planning Criteria. The DEVELOPER, in order to give guidelines to the MEMBERS concerning construction and maintenance of Lots and Improvements within the Property hereby promulgates the Design Review Board Planning Criteria (the "Planning Criteria"), specifically applicable to the Improvements to be constructed within the Property. The Planning Criteria are set forth at Section 5 of this Article IV. Notwithstanding anything in this Section 3 which may be interpreted to the contrary, all Improvements to be constructed on the Lots will be subject to, and must be approved in accordance with, the procedures set forth in the Master Declaration. The DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to and in conformance with all building, use and other restrictions set forth in the Master Declaration and in the Planning Criteria, as amended from time to time by the DRB.

Section 4. Review of Proposed Development. No alteration of any Lot or any portion of the Property from its natural state; no construction or alteration of an Improvement; no landscaping or other site improvements; and no alternation or addition to any existing structure or site improvement shall be made on any portion of the Property until the Site Plan and Plans and

Specifications showing the proposed design, nature, kind, shape, size, color, materials and location of the same shall have been submitted to and approved in writing by the DRB, all in accordance with Article V of the Master Declaration.

Section 5. Design Review Board Planning Criteria. Because of the uniqueness of the Property and because the DEVELOPER desires that the Property be developed with Improvements in a homogeneous manner harmonious with the surrounding structures and topography, the following Planning Criteria shall be applicable to all Improvements developed within the Property to wit:

(a) No building shall be placed nor shall any material or refuse be placed or stored on any Lot within fifty-six (56) feet of the mean high water mark of Turkey Lake.

(b) Each Lot will have a twenty-five (25) foot landscape and sidewalk easement along each public right-of-way as indicated on the Plat of the Property. A ten (10) foot sidewalk and utility easement will be located adjacent to the public right-of-way and within the twenty-five (25) foot landscape and sidewalk easement.

(c) The DRB will encourage each Owner to locate Improvements to be constructed on each Lot at the rear of each Lot, especially on those Lots lying north of the pond located on Lot 15 of the Property.

(d) Side yard setbacks shall be fifteen (15) feet for a one or two-story building and shall increase by five (5) feet for each floor over two (2) floors. No parking will be allowed in the side yard setback.

(e) The DRB will encourage each Owner to construct Improvements which have floor to ceiling heights of twelve (12) feet on the ground floor on all Lots contiguous with the pond located on Lot 15 of the Property.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to the MASTER ASSOCIATION. The DEVELOPER hereby assigns and delegates to the MASTER ASSOCIATION all of the DEVELOPER's duties and obligations created by this Declaration.

Section 2. Waiver. The failure of the DEVELOPER or the MASTER ASSOCIATION to insist upon the strict performance of any provision of this Declaration shall not be deemed to be a waiver

of such provision unless the DEVELOPER or the MASTER ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this Declaration by the DEVELOPER or the MASTER ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Section 3. Covenants to Run with the Title to the Land. This Declaration and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 4. Term of this Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for the same time frame the Master Declaration remains in full force and effect, unless within such time, one hundred percent (100%) of the OWNERS execute a written instrument declaring a termination of this Declaration and the OWNERS establish a method of taking care of the Common Property which is acceptable to the City of Orlando. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Orange County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DEVELOPER so long as the DEVELOPER owns any portion of the Property.

Section 5. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in the Property, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Orange County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the MASTER ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER's express written joinder and consent.

Notwithstanding anything in the previous paragraph to the contrary, no amendment to this Declaration made by the DEVELOPER

or by the BOARD in accordance with the provisions of the previous paragraph shall be effective against the rights of any OWNER of a Lot owned by a Person other than the DEVELOPER at the time the amendment is recorded if such amendment burdens his Lot with additional covenants, restrictions or easements that: (a) increases that OWNER's cost to develop his Lot, (b) materially depreciates the value of his Lot, (c) requires changes to any design, plan or use which had been previously approved by the DRB, or (d) materially increases the maintenance or operational cost of that OWNER's Lot or the Improvements thereon, unless that OWNER consents in writing to the burdening of his Lot.

Section 6. Disputes. In the event there is any dispute as to the interpretation of this Declaration or whether the use of the Property or any portion thereof complies with this Declaration, such dispute shall be referred to the BOARD. A determination by the BOARD with respect to any dispute shall be final and binding on all parties concerned. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the BOARD.

Section 7. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Orange County, Florida.

Section 8. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

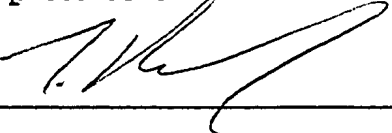
Section 9. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 10. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the MASTER ASSOCIATION and the Articles of Incorporation shall take precedence over the Bylaws.

Section 11. Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an OWNER on the records of the MASTER ASSOCIATION at the time of such mailing.

IN WITNESS WHEREOF, the DEVELOPER, DEBRA, INC., has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered in the presence of:

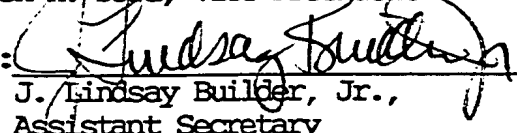


Vanda D. Mitchell

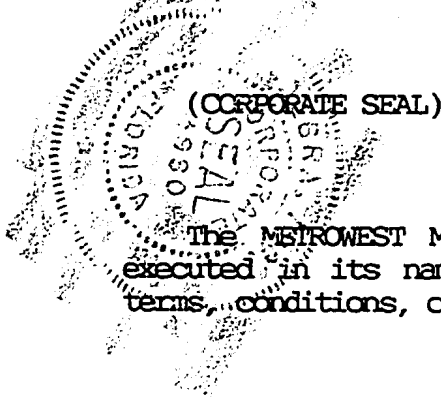
DEBRA, INC.

By: 

Aaron H. Dowd, Vice President


Attest: 

J. Lindsay Builder, Jr.,
Assistant Secretary




The METROWEST MASTER ASSOCIATION, INC., causes this DECLARATION to be executed in its name to acknowledge its approval of and agreement to the terms, conditions, covenants and restrictions set forth herein.

METROWEST MASTER ASSOCIATION, INC.

By: 

Aaron H. Dowd, President

Attest: 

J. Lindsay Builder, Jr.,
Secretary



OR4253PG0491

BARNETT BANK OF CENTRAL FLORIDA, N.A., the holder of a certain Mortgage Modification and Extension Agreement and Receipt for Future Advance dated February 17, 1989, and recorded February 17, 1989, in Official Records Book 4056, Page 4121, Public Records of Orange County, Florida, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the Lien of the Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of the Mortgage.

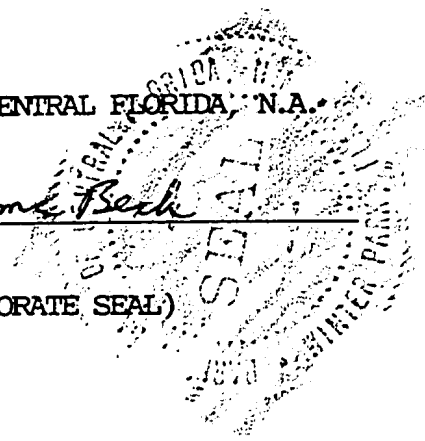
Signed, sealed and delivered
in the presence of:

Elizabeth A. Cochran
James A. Belmont

BARNETT BANK OF CENTRAL FLORIDA, N.A.

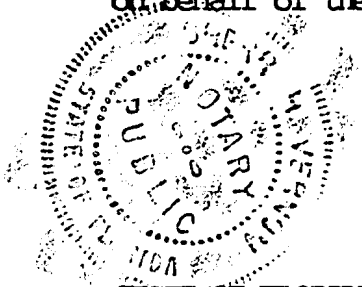
By: C. Thomas Beck

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of January, 1991, by AARON H. DOWD and J. LINDSAY BUILDER, JR., as Vice President and Assistant Secretary, respectively, of DEBRA, INC., a Florida corporation, on behalf of the corporation.



Sherri Hannon

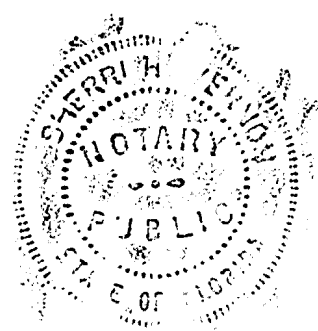
NOTARY PUBLIC

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
August 25, 1992

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of January, 1991, by AARON H. DOWD and J. LINDSAY BUILDER, JR., as President and Secretary, respectively, of METROWEST MASTER ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.



Sherri Hannon

NOTARY PUBLIC

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
August 25, 1992

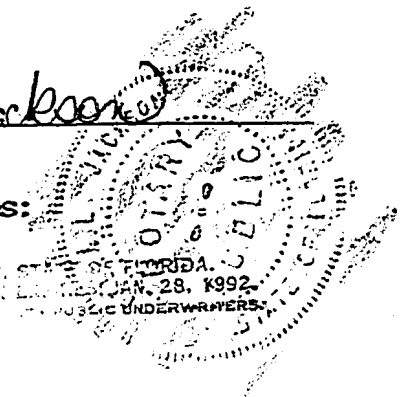
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of January, 1991, by C. Thomas Beck, as Vice President of BARNETT BANK OF CENTRAL FLORIDA, N.A., a national banking association, on behalf of the association.

Abra M Jackson
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES JAN. 28, 1992.
BONDED THROUGH PUBLIC UNDERWRITERS.



RECORDED & RECORD VERIFIED
Martha A. Haynie
County Comptroller, Orange Co., FL

OR 4253 PG 0493