

**Rules and Regulations of MetroWest Master Association Inc.
Revised – February 15, 2017 (to amend Rule 3)**

PREAMBLE

Pursuant to ¶ 3.6 of the Master Declaration of Protective Covenants and Restrictions for MetroWest (the "Declaration"), the METROWEST MASTER ASSOCIATION INC. (the "MWMA") has determined that it is in the best interest of the Owners to promulgate and enforce Rules and Regulations consistent with the Declaration as it may deem to be in the best interest of the OWNERS. Periodically, these Rules and Regulations may be revised, amended and supplemented as necessary in order to further implement and carry out the intent of the Declaration and related Governing Documents.

A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all OWNERS and Residents by the MWMA by posting on the MWMA website at metrowestmaster.com. Failure of an OWNER or Resident to review the Rules and Regulations on the MWMA website or to otherwise obtain a copy of the Rules and Regulations shall not excuse such OWNER or Resident from the requirement to abide by the Rules and Regulations. Such Rules and Regulations may be enforced by legal or equitable action of the MASTER ASSOCIATION. Sanctions for violations of Rules and Regulations may include reasonable monetary fines and suspension of the right to vote and the right to use of the Common Area. Prior to any decision to suspend voting rights or the right to use of the Common Area, or to impose a monetary penalty, the BOARD of MWMA shall grant notice and hearing pursuant to the Bylaws.

RULES AND REGULATIONS

1. MEMBER COMMUNITY ASSOCIATIONS TO PROVIDE NOTICE OF MEETINGS.

- 1.1 All Member Community Associations as defined in the Declaration shall provide electronic notification to MWMA via its management email address of all meetings of its property/unit owners, board members and committees, including the date, time, location and agenda for such meeting.

- 1.2 The electronic notification shall occur immediately upon the setting of such meeting, in order to allow the MWMA adequate time to appoint a representative to attend the meeting, at the MWMA's sole discretion.
- 1.3 As set forth in the Declaration, the MWMA shall have the absolute power to veto any action taken or contemplated to be taken, and have the absolute power to require specific action to be taken, by any Community Association.

2. MEMBER COMMUNITY ASSOCIATIONS TO PROVIDE BUDGET ANNUALLY AND OFFICIAL RECORDS UPON REQUEST.

- 2.1 All Member Community Associations as defined in the Declaration shall provide to the MWMA electronic copies of their budget on an annual basis beginning January 1, 2015, and by January 1 of each year thereafter.
- 2.2 All Member Community Associations as defined by the Declaration shall immediately produce for inspection by the MWMA upon request a copy of any Official Records maintained by that Community Association pursuant to Fla. Stat. §§ 718-720 (2013).

3. LEASING STANDARDS.

- 3.1 The MWMA seeks to promote the security of the Owners and Residents of property within MetroWest, since a safe and thriving community is a paramount goal. The implementation of standards for leasing property within MWMA is necessary in order to define the character of the community by lowering crime, assuring the safety of residents, preserving property values and generally maintaining the intended quality, character and image of the community.
- 3.2 All Homeowners Associations, Condominium Associations and Rental Apartments within MWMA shall annually on January 1st of each year provide all policies or standards required for leasing property. Such standards shall include, but are not limited to the following:
 - 3.2.1. Immediately all written lease agreements or renewals shall include the **MetroWest Crime Free Lease Addendum**, attached hereto as Exhibit "A". Copies of the **MetroWest Crime Free Lease Addendum** can be obtained at the MWMA headquarters: 2121 South Hiawasse Road, Suite 135, Orlando, FL 32835, or downloaded and printed on the MWMA website at metrowestcommunity.com. It shall be a goal of all Homeowners Associations, Condominium Associations and Rental Apartments to be certified by the city of Orlando as a crime free multi-housing community, and planning to meet this goal shall become part of each communities' budget discussions.

3.2.2. A copy of all written lease agreements with attached and signed **MetroWest Crime Free Lease Addendum** shall be provided to the Community Association office or management office for the applicable community where the property is located.

3.2.3. All Owners shall obtain from their tenant(s) copies of driver's licenses (or state issued ID, Federal I-94, I-20, green card or passport) for all occupants of property and provide same to their Community Association or management office for all residents or occupants of the property who are over the age of 18 years. Owners shall also provide to their Community Association or management office license plate numbers or vehicle registration for all vehicles used by such tenants/residents/occupants.

3.2.4. All tenants 18 years of age or older shall not be approved by an Owner without first obtaining a nationwide felony criminal background check of no more than seven (7) years which searches for felony convictions for the crimes described in paragraph 5 of the attached **MetroWest Crime Free Lease Addendum**. If any felony conviction within the last seven (7) years is uncovered in the criminal background check for the crimes described in paragraph 5 of the attached **MetroWest Crime Free Lease Addendum** the tenant shall not be approved for residency. All criminal background checks shall be approved by the Community Association or an applicable management company.

- 3.3 Owners are liable to the MWMA and their Community Association for violations by their tenant(s) of any code, rule or governing document of the community association or MWMA.
- 3.4 The MWMA public safety executive committee will determine the effectiveness of the existing leasing standards and will discuss additional safeguards or ideas to improve the safety of residents, preserve property values and lower crime.
- 3.5 If a Community Association fails to implement and/or enforce these leasing standards or the **MetroWest Crime Free Lease Addendum**, the MWMA has the power to require such action take place and reserves all such enforcement rights as set forth in the Governing Documents to ensure compliance. The MWMA may assess that Member for the cost of such enforcement as well as impose monetary fines and suspend voting rights as described above and in the Declaration.

Exhibit A

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METROWEST CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person affiliated with the resident shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802] and/or Chapter 893 of the Florida Statutes).
2. Resident, any member of the resident's household or a guest or other person affiliated with the resident shall not engage in any act intended to facilitate criminal activity, including, but not limited to drug-related criminal activity, on or near the said premises.
3. Resident or members of the household shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household or a guest, or another person affiliated with the resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or another person affiliated with the resident shall not engage in and/or facilitate any illegal activity, including but not limited to:
 - Theft, as defined and prohibited in Florida Statutes 812.014.
 - Burglary, as defined and prohibited in Florida Statutes 810.011.
 - Violation of Injunction for Domestic Violence as described and prohibited in Florida Statutes 741.31.
 - Stalking, as defined and prohibited in Florida Statutes 784.048.
 - Criminal gang-related activity as defined in Florida Statutes 874.03 and prohibited in Florida Statutes 874.05.
 - Battery, as defined and prohibited in Florida Statutes 784.
 - Aggravated Assault as prohibited in Florida Statutes 784.021.
 - Unlawful discharge of a firearm in public as prohibited in Florida Statutes 790.15.
 - Public Nuisance as prohibited in Florida Statutes 823.10.
 - Lewd and Lascivious behavior as prohibited in Florida Statutes 800.
 - Trespass after Warning as prohibited in Florida Statutes 810.09.
 - Sexual Crimes as prohibited in Florida Statutes 794.
 - Criminal Mischief as prohibited in Florida Statutes 806.13.
 - Any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of any persons.

6. A FELONY CONVICTION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. Conviction shall mean the determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld or a plea of nolo contendere is entered. This provision shall not be used to evict the victim(s) of a crime.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. Should any provision of the addendum be invalidated or determined to be invalid in a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature Date:

Resident Signature Date:

Owner's Signature Date:

Property:

4. RIGHT OF ACCESS TO BE GRANTED FOR PUBLIC SAFETY INITIATIVE.

- 4.1 The MWMA seeks to promote the security of the Owners and Residents of Property Units within MetroWest, as a safe and thriving community is a paramount goal. The MWMA has the power to provide for or contract for private security, fire safety or other outside services, as its Board deems necessary or appropriate.
- 4.2 As such, the MWMA has an easement for access to enter upon property to provide for the service of security, including rights of ingress, egress and access for persons and equipment as necessary for such purposes.
- 4.3 As part of promoting the safety and security of the Owners and Residents of Property Units within MetroWest, the Board is implementing a Public Safety Initiative.
- 4.4 This Public Safety Initiative may require the entry upon private property. Therefore, the MWMA reaffirms its right to enter such property, and requires the cooperation of the Owner/Resident of the property.
- 4.5 All Community Associations within MetroWest that restrict access to the public by gate or guard must immediately provide gate code or other information necessary for MWMA or its agents to have immediate access to enter the community.

5. REQUEST PROCESS FOR INSPECTION AND COPYING OF MWMA'S RECORDS.

- 5.1 All record requests must specifically identify the Official Records (as defined by Fla. Stat. § 720.303(4)) which are to be inspected and/or copied.
- 5.2 MWMA will use its best efforts to meet all reasonable requests for access to the Official Records within 10 business days of any written request submitted to the MWMA Board or other designee.
- 5.3 Compliance with a record request may occur simply by having certain records available on MWMA's website via the internet at metrowestmaster.com.
- 5.4 Other records not available on MWMA's website shall be inspected and/or copied only during regular office hours, and no more frequently than one 8-hour business day per month per parcel owner.
- 5.5 Such inspections will occur only at the MWMA's Management office location.
- 5.6 If a photocopy machine is available at the Management office, MWMA will provide copies on request during the inspection if the entire request is limited to no more than 25 pages at 25 cents per page. If a photocopy machine is not available or the records requested to be copied exceed 25 pages in length, the MWMA may have copies made by an outside duplicating service and may charge the actual cost of copying.
- 5.7 Additionally, MWMA may impose fees of \$20 per hour to cover the costs of providing copies of the Official Records, including the costs of copying and the costs required for

personnel to retrieve and copy the records, if the time spent retrieving and copying the records exceeds one-half hour and if the request is more than 25 pages.

5.8 MWMA will allow a member, or his or her authorized representative, to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of Official Records in lieu of providing a copy of such records.

5.9 Pursuant to Fla. Stat. §720.303(5)(c)(1)-(7) certain records are not accessible to members or parcel owners and will not be produced for inspection or copying. These records include, but are not limited to, any records protected by the lawyer-client privilege and the work-product privilege; personnel records; medical records; social security numbers and certain other personal identifying information.

6. FINES AND SUSPENSIONS

6.1 The MWMA may levy fines, and impose suspension of membership rights (if applicable to a Member), against any person, parcel owner, Community Association or Member who violates any provision of the Governing Documents of the MWMA. Fines or suspension may be levied or imposed through the issuance of a Notice of Violation to the violating party, and in such event the violation party shall be entitled to a single hearing in front of the Fining Committee, which shall be held no earlier than 14 days following the issuance of the Notice of Violation.

6.2 The MWMA may, in its sole discretion and without duty to do so, provide courtesy notices for certain violations in advance of the issuance of a Notice of Violation. The providing of such a courtesy notice shall not amount, at that time, or in the future, to any waiver or limitation of the right of the MWMA to impose fines or suspend membership privileges for any violation.

6.3 The issuance and providing of a Notice of Violation and the waiting period of 14 days prior to a hearing on the violation shall not act or be construed as a cure period, and the MWMA may proceed with the levying of a fine, or imposition of suspension against the violating party, in its sole discretion, regardless of whether the violation is cured or abated during said 14 day period.

6.4 The MWMA shall have the right to levy the maximum fine, both daily and in total, as provided under Chapter 720, Florida Statutes, as amended from time to time.

7. ELECTION OF BOARD MEMBERS.

7.1 Number of Members of the BOARD. There shall be a minimum of Five (5) Board Members of the MWMA and the number of members of the BOARD shall always be an odd number.

7.2 When Elections Occur. The BOARD shall conduct an election every 12 months to elect members to fill any non-appointed seats. Elections shall be conducted between December 1 and December 15 during each election year.

7.3 Term of Office. The terms of office shall be staggered two year terms with three seats filled in one year and two seats filled the following year so that at least one-third (1/3) of the members of the BOARD shall be elected each year.

7.3.1 The term of office of each member of the BOARD elected to fill a vacancy created by the expiration of the term of office of the respective past member of the BOARD shall be two (2) years. The term of office of each member of the BOARD elected or appointed to fill a vacancy created by the resignation, death or removal of his predecessor shall be the balance of the unserved term of his predecessor.

7.3.2 Each member of the BOARD shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Just prior to each annual meeting thereafter, new members of the BOARD shall be elected to fill vacancies created by the death, resignation, removal, judicial adjudication of mental incompetence or expiration of the terms of past members of the BOARD.

7.3.3 New Board members may serve up to two consecutive terms totaling four (4) years. Any person who has previously served as a Board member for one or two terms, may not serve on the BOARD for a period of four (4) years following the completion of their service before being eligible to serve again. This section does not apply to existing Board members previously appointed by the Developer.

7.4 Qualifications for the BOARD. In order to be eligible to serve on the BOARD, a person:

7.4.1 Must be a parcel owner as defined in the Governing Documents;

7.4.2 Cannot be delinquent in the payment of any fee, fine, or other monetary obligation to MWMA for more than 90 days;

7.4.3 Cannot have been convicted of any felony in this state or in a United States District or Territorial Court, or have been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the board.

7.4.4 Must not be involved in active or ongoing litigation or claims with or against the MWMA. This qualification shall not prevent an existing Board member from being nominated when the litigation was initiated against them or by them while already a seated Board member.

7.5 Election Procedures for Members of the BOARD. The existing BOARD shall appoint a nominating committee composed of MEMBERS (or the representative of Community Association MEMBERS).

7.5.1 At least 60 days prior to the election, the BOARD shall send a notice to all MEMBERS advising of the impending election of members to the BOARD, the names and addresses of members of the nominating committee, and the date the committee will make decisions concerning nominations for election to the BOARD, which date shall be no less than fifteen (15) days after the date of the notice. MEMBERS may then submit names in writing of proposed members of the BOARD to members of the nominating committee.

7.5.2 The nominating committee shall make as many nominations for election to the BOARD as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

7.5.3 The nominating committee shall not nominate a Person so that if elected there shall be more than one (1) member of the BOARD from a particular Community Association. For purposes of this subsection, a member of the Board who is a member, officer, director or Representative of a Community Association shall be deemed to be "from the Community Association".

7.5.4 All elections to the BOARD shall be made by written ballot which shall:

- (a) indicate the number of vacancies to be filled;
- (b) set forth the names of those nominated by the nominating committee;
- and
- (c) contain a requirement that the MEMBER must cast the same number of votes as the number of vacancies on the BOARD. For example, if the MEMBER has one (1) vote, there are five (5) nominees and three (3) vacancies, the MEMBER must vote for no more and no less than three (3) nominees or the ballot will not be counted. If the MEMBER is entitled to, for instance, seventy-five (75) votes, in the example in the previous sentence, the MEMBER must vote his seventy-five (75) votes as a block for no more and no less than three (3) nominees or the ballot will not be counted. That is, three (3) nominees on that ballot will receive exactly seventy-five (75) votes each. There shall be no space for a write-in vote by the MEMBERS and no write-in vote will be considered.

7.5.5 Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the

annual meeting). The Secretary shall include with the ballot a brief summary and description of each Person nominated by the BOARD.

7.5.6 Each completed ballot shall be returned to the Secretary and shall be placed in a sealed envelope which shall bear on its face the name and signature of the MEMBER or his proxy, the number of votes of that MEMBER, and such other information as the BOARD may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address of the MASTER ASSOCIATION.

7.5.7 Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the return of all ballots. On that day the envelopes containing the ballot(s) shall be turned over, unopened, to a separate Election Committee which shall consist of five (5) Persons appointed by the BOARD. The Election Committee shall then adopt a procedure which shall:

(a) establish that the number of votes set forth on the envelope and on the ballot corresponds to the number of votes allowed to the MEMBER or his proxy;

(b) that the signature of the MEMBER or his proxy on the outside envelope is genuine; and

(c) if the vote is by proxy, that a proxy has been filed with the Secretary as provided herein, and that such proxy is valid.

7.5.8 The Election Committee shall proceed to the opening of the envelopes and the counting of the votes. The Election Committee shall immediately send written notice to all MEMBERS advising of the results of the election. The ballots and the outside envelopes shall be returned to the Secretary to be kept in a safe or other locked place for a minimum of thirty (30) days. If no MEMBER requests a review of the procedures and vote within said thirty (30) days, the ballots and outside envelopes shall be destroyed.

7.6 Lack of Quorum. In the event that a Quorum (as defined in the Governing Documents) is not established at the first Election, the Board of Directors shall conduct a Special Election not less than five (5) nor more than sixty (60) days from the date of the original election date, and at such Special Election the Quorum requirement shall be reduced to 10%.

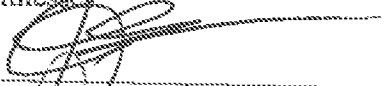
7.6.1 The original Election meeting may be adjourned by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no MEMBER entitled to vote is present at a meeting, then an Officer of the MASTER ASSOCIATION may adjourn the meeting. If the meeting is adjourned or continued to another time or place, it shall not be necessary

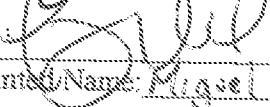
to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to MEMBERS not present at the original meeting, without giving notice to the MEMBERS who were present at such meeting.

7.6.2 If, during such second attempt Special Election, a 10% Quorum is not established, the Board of Directors may, in its discretion, waive the Quorum requirement for that election, and fill the vacant BOARD seats through the opening and counting of ballots at the first duly called open board meeting. The BOARD shall open and count the ballots and the new BOARD members shall be announced and seated immediately.

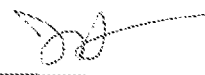
IN WITNESS WHEREOF, this instrument has been executed as of the date and year first above written.

Witness:


Printed Name: JULIE SANCHEZ



Printed Name: Miguel Urbes

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

By: 
Printed Name: Jim Drayton
Title: MWMA President

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 2nd day of February, 2017 by Jim Drayton, President of the Board of Directors of Metrowest Master Association, Inc., who is personally known to me.


Notary Public

