

CERTIFICATE AMENDMENT OF  
DECLARATION  
FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC.

THIS IS TO CERTIFY that the attached writing is a true copy of the Amendments to the Declaration of the Fairway Cove Homeowners' Association, Inc., a corporation not for profit under the laws of the State of Florida, as recorded in Official Record Book 3978 Page 0432 in the Public Records of Orange County, Florida, (hereinafter Association), which amendments were duly adopted at the November 23, 1992 Board of Directors Meeting by the approval of eighty (80%) percent of the Board of Directors pursuant to Article XII, Section 6, of the said Declaration.

WITNESSES:

FAIRWAY COVE HOMEOWNERS' ASSOCIATION  
INC.

Jeannette R. Mosdell  
JEANNETTE R. MOSDELL

Alexander Ross  
Alexander Ross, President  
6612 CRISTINA MARIE DRIVE  
ORLANDO, FL. 32835

Kathleen C. Hopkins  
KATHLEEN C. HOPKINS

Robert Joyner  
Robert Joyner, Secretary  
6606 CRISTINA MARIE DRIVE  
ORLANDO, FL. 32835

STATE OF FLORIDA

COUNTY OF ORANGE

4438365 ORANGE CO. FL.  
04/21/93 12:56:51pm

OR4552 PG1628

I HEREBY CERTIFY THAT on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement, personally appeared Alexander Ross and Robert Joyner, well known to me to be President and Secretary, respectively, of the corporation named above and that they acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority fully vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

To me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of February 1993.

Rec Fee \$ 29.00 MARTHA O. HAYNIE,  
Add Fee \$ 4.00 Orange County  
Doc Tax \$ \_\_\_\_\_ Comptroller  
Int Tax \$ \_\_\_\_\_ By \_\_\_\_\_  
Total \$ 33.00 Deputy Clerk

[Signature]  
NOTARY PUBLIC

My commission expires:

This instrument prepared by:  
Tina Lewis  
Sentry Management, Inc.  
2180 West State Road 434, Suite 5000  
Longwood, Florida 32779

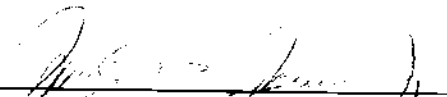
NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: MAY 13, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS


CERTIFICATE AMENDMENT OF  
DECLARATION  
FAIRWAY COVE HOMEOWNERS' ASSOCIATION, INC.

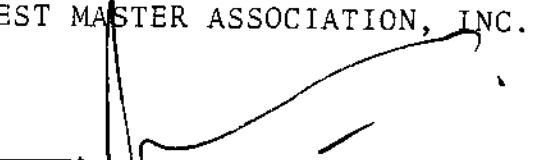
THIS IS TO CERTIFY that the attached writing is a true copy of the Amendments to the Declaration of the Fairway Cove Homeowners' Association, Inc., a corporation not for profit under the laws of the State of Florida, as recorded in Official Record Book 3978 Page 0432 in the Public Records of Orange County, Florida (hereinafter Association), which amendments were approved by the Board of Directors of the MetroWest Master Association pursuant to Article XII, Section 6, of the said Declaration.

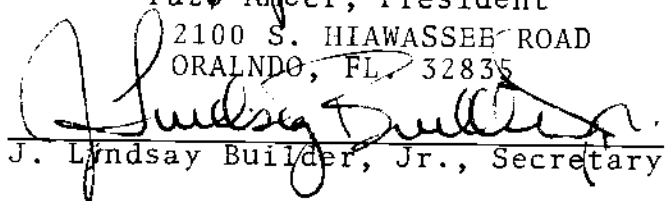
WITNESSES:

METROWEST MASTER ASSOCIATION, INC.

  
\_\_\_\_\_  
JAMES B. JACKSON, JR.  
2100 S. HIAWASSEE ROAD

  
\_\_\_\_\_  
ANDREW PUGHE

  
\_\_\_\_\_  
Fazl Ameer, President  
2100 S. HIAWASSEE ROAD  
ORLANDO, FL 32835

  
\_\_\_\_\_  
J. Lindsay Builder, Jr., Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

OR4552 PG1629

I HEREBY CERTIFY THAT on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement, personally appeared Fazl Ameer and J. Lindsay Builder, Jr., respectively, of the corporation named above and that they acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority fully vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

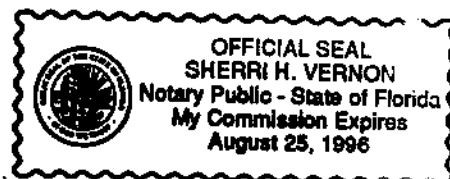
To me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of March 1993.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

This instrument prepared by:  
Tina Lewis  
Sentry Management, Inc.  
2180 West State Road 434, Suite 5000  
Longwood, Florida 32779



**FAIRWAY COVE HOMEOWNERS ASSOCIATION, INC.  
AMENDMENTS TO THE DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

OR4552 PG1630

ARTICLE VI, SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; and (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual, Transfer and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Such lien shall be deemed to arise as of and relate back to the date of recording of the Declaration of Protective Covenants and Restrictions for FAIRWAY COVE without regard to the actual date of recording of a claim of Lien, except as provided in Section 8 (f) hereof. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due and shall also be the personal obligation of all subsequent OWNERS of the Lot, as provided in Section VIII (e) hereof.

ARTICLE VI, SECTION 5. Certificate of Payment. The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. Each OWNER proposing to sell a Lot within FAIRWAY COVE shall be responsible for providing the certificate referred to herein to the purchaser of said Lot.

ARTICLE VI, SECTION 8 (c). Collection. In the event any OWNER fails to pay an Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The recording of a claim of lien shall not determine the effective date of the lien provided for in Section 1 hereof. Upon

recording such claim of lien shall be deemed to relate back to the date of recording of the Declaration of Protective Covenants and Restrictions for FAIRWAY COVE, except as provided in Section 8(f) hereof. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

ARTICLE VI, SECTION 8(d). Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a claim of lien in the Public Records of Orange County, Florida, stating the description of the Lot(s), and name of the Owner, the amount then due, and the due dates. Except as provided in Section 8(f) hereof, the lien shall relate back to the date of recording of the Declaration of Protective Covenants and Restrictions for FAIRWAY COVE and the lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

ARTICLE VI, SECTION 8(f). Subordination of the Lien to Mortgages. Notwithstanding any other provision contained herein, the lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior only to the lien of any mortgage in favor of an Institutional Lender recorded prior to the recording of a Claim of Lien by the ASSOCIATION. For purposes of this Declaration, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

ARTICLE VIII, SECTION 4(c). Exterior Color Plan. The ARB shall have final approval of all exterior color plan and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. The ARB shall also have final approval of all exterior color changes after original construction, and the OWNER shall submit a color plan showing the color of the roof, exterior walls, shutters, trim, solar collectors and other exterior features which the OWNER intends to change.

ARTICLE VIII, SECTION 4(d). Roofs. All roofs shall have a pitch of at least 6/12. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of an Improvement. The ARB shall have discretion to approve such roofs on part of the main body of an Improvement, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs shall be architectural shingle with a weight of at least 240 pounds, or other composition approved by the ARB.

In the event that an OWNER installs a solar collector in the manner permitted by this Declaration, all original roofs and all replacements thereof shall match the color of the solar collector as closely as possible.

ARTICLE VIII, SECTION 4(m). Landscaping. A landscaping plan for each Lot must be submitted to and approved by the ARB. Unless extenuating circumstances can be demonstrated to the ARB, the ARB will not approve any landscaping plan that does not show a minimum expenditure of Three Thousand and No/100 Dollars (\$3,000.00) exclusive of irrigation system and sodding. Sodding must be improved bitter blue Floratam St. Augustine grass and will be

required on all yards. Sodding on side yards will extend to the rear of the property line and the width will be the same as the side setback of the house. Each Improvement must have shrubs on front and side yards. Each Improvement shall be required to have the front and side yards irrigated by a sprinkler system approved by the ARB. OWNERS shall have the right to plant only Laurel Oak trees on the grass strip(s) immediately adjacent to their Lots and between the sidewalks and paths used for pedestrian traffic, and the roadway or right-of-way to be used for vehicular traffic as shown on the Plat. Such trees shall be situated no less than 50 feet apart, and no more than 100 feet apart, and must be maintained and trimmed by the OWNER whose property is immediately adjacent thereto so as to comply with the provisions of Article XI, Section 15, and Article VIII, Section 4(r), of this Declaration.

ARTICLE XI, SECTION 3. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna. The ASSOCIATION's approval of installation of any device covered by this subsection shall be conditioned upon the OWNER submitting a plan showing the location of the proposed installation on the Lot, together with appropriate landscaping acceptable to the ASSOCIATION for the purpose of minimizing the visibility of such device from the street and adjacent properties.

ARTICLE XI, SECTION 14. Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ARB. Solar collections shall match the color of the roof as closely as possible. ~~Any approval of the ARB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted.~~

ARTICLE XI, SECTION 15. Maintenance of the Property. In order to maintain the standards of FAIRWAY COVE, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, the ARB, or the Master Association, the DEVELOPER, the ASSOCIATION and/or the Master Association shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER, the

ASSOCIATION and/or the Master Association may without any prior notice directly remedy the problem). Upon the OWNER's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the DEVELOPER, the ASSOCIATION or the Master Association may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION or the Master Association. If the OWNER fails to reimburse the ASSOCIATION or the Master Association (as the case may be) for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION or the Master Association, the ASSOCIATION or the Master Association shall levy a Special Assessment against the Lot as provided in Article VI. Such entry by the DEVELOPER or the ASSOCIATION or the Master Association or its agents shall not be a trespass. The OWNER of each Lot shall also be responsible for mowing and maintaining the grassed area(s) immediately adjacent to such OWNER's Lot, and lying between the streets, roadways and right-of-ways as shown on the Plat, and the sidewalk or other pathways used for pedestrian traffic. It shall be the OWNER's responsibility to maintain all landscaping, including but not limited to shrubs, trees, bushes, and other plantings located on the Lots or on the said grass strips adjacent to the OWNER's Lot so that landscaping does not impede the clear passage on the sidewalks, paths, streets and roadways or otherwise impede a clear line of sight as specified in Article VIII, Section 4(r) hereof.

ARTICLE XI, SECTION 26. Paint. Prior to painting a home, approval must be given by the Board if there is a color change. A color sample must be submitted to the ARB.

OR4552 PG1634