

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**

**OF**

**METROWEST MASTER ASSOCIATION, INC.**

WHEREAS, the Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. (the "MASTER ASSOCIATION") were filed with the Florida Department of State on February 17, 1986 as Charter Number N13457 (the "Prior Articles"); and

WHEREAS, Section 617.1007 of the Florida Not For Profit Corporation Act provides that the board of directors of the MASTER ASSOCIATION may restate its articles of incorporation at any time with or without a vote of the members, except that any such restatement which includes an amendment requiring member approval must be adopted as provided in Section 617.1002 of the Florida Not For Profit Corporation Act; and

WHEREAS, Section 617.1002(1) of the Florida Not For Profit Corporation Act provides that unless the Prior Articles provide an "alternative procedure," amendments to the Prior Articles must be made in the set forth in the manner set forth in Section 617.1002 of the Florida Not For Profit Corporation Act; and

WHEREAS, Article 10 of the Prior Articles provides an "alternative procedure" for their amendment; and

WHEREAS, in accordance with the provisions of Article 10 of the Prior Articles and the Bylaws of the MASTER ASSOCIATION, a written consent, in lieu of a noticed meeting called for consideration of amendment and restatement of the Prior Articles, to a resolution to amend and restate the Prior Articles, in the form as follows hereinbelow, was adopted by signature of the MEMBERS (as defined in Article 3 hereof) having not less than a majority of the votes of the entire membership of the MASTER ASSOCIATION; and

NOW THEREFORE, in accordance with the above-described procedure, METROWEST MASTER ASSOCIATION, INC. hereby amends and restates the Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. and files the Amended and Restated Articles of Incorporation of Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. as follows:

***[Amended and Restated Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. follow on next pages.]***

ARTICLE 1

NAME

1. Name. The name of the corporation is: METROWEST MASTER ASSOCIATION, INC. (hereinafter referred to as the "MASTER ASSOCIATION").

ARTICLE 2

PRINCIPAL OFFICE ADDRESS

2. Principal Office Address. The street address and the mailing address of the principal office of the MASTER ASSOCIATION is 2121 S. Hiawassee Road, Suite 132, Orlando, Florida 32835.

ARTICLE 3

DEFINITIONS

3. Definitions. All initially or fully capitalized terms used in these Articles of Incorporation shall have the same meanings as are used and defined in the AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST (the "Declaration") unless these Articles specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 4

PURPOSE

4. Purpose. The purposes for which the MASTER ASSOCIATION is organized are as follows:

4.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

4.2 To provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon.

4.3 To administer, perform, enforce and carry out the terms and provisions of the Governing Documents, including, without limitation, the Declaration.

4.4 To administer, perform, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or other instrument, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the MASTER ASSOCIATION to the extent the terms and provisions of such instrument are accepted by the Board of Directors of the MASTER ASSOCIATION (the "BOARD").

4.5 To administer to and on behalf of the interests of the MASTER ASSOCIATION, the MEMBERS of the MASTER ASSOCIATION and the OWNERS and Residents of Property Units in METROWEST, as authorized by the Governing Documents, including, without limitation, the Declaration.

## ARTICLE 5

### POWERS

5. Powers. The MASTER ASSOCIATION shall have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

5.1 Have, exercise and perform any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporation Act by law may now or hereafter have or exercise, including, without limitation, the right to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

5.2 Exercise all of the powers and privileges and to perform all of the rights, duties and obligations of the MASTER ASSOCIATION as set forth in the Governing Documents, including, without limitation, the Declaration.

5.3 Operate and perform maintenance of the Surface Water Management System pursuant to this Declaration in a manner consistent with the requirements of the District Permit.

5.4 To establish or appoint committees and delegate certain of its functions to those committees.

5.5 To enter into, make, establish and enforce, rules, regulations, Bylaws, covenants, restrictions, contracts and agreements to carry out the purposes of the MASTER ASSOCIATION.

5.6 To fix, levy, collect and enforce payment of, by any lawful means, all Assessments, including, without limitation, Assessments for Common Expenses from MEMBERS (and OWNERS when appropriate) of the MASTER ASSOCIATION to defray the costs, expenses, reserves and losses incurred or to be incurred by the MASTER ASSOCIATION and to use the proceeds thereof in the exercise of the MASTER ASSOCIATION's powers and duties.

5.7 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, administer, manage, operate, maintain, improve, repair and/or replace, convey, mortgage, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real and personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

5.8 To hold funds for the exclusive benefit of the MEMBERS of the MASTER ASSOCIATION as set forth in these Articles and as provided in the Declaration and the Bylaws.

5.9 To purchase insurance for the protection of the MASTER ASSOCIATION, its officers, directors and MEMBERS, and such other parties as the MASTER ASSOCIATION may determine to be in the best interests of the MASTER ASSOCIATION.

5.10 To operate, maintain, repair, and improve all Common Areas and such other portions of METROWEST as may be determined by the BOARD from time to time.

5.11 To honor and perform under all contracts and agreements entered between third parties and the MASTER ASSOCIATION or third parties and the DEVELOPER which are assigned to the MASTER ASSOCIATION.

5.12 To exercise architectural control, either directly or through appointed committees, over all buildings, structures and improvements to be placed or constructed upon any portion of METROWEST. Such control shall be exercised pursuant to the Declaration.

5.13 To provide for private security, fire safety and protection, and similar functions and services within METROWEST as the BOARD in its discretion determines necessary or appropriate.

5.14 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights (to the extent not provided and maintained by Orlando Utilities Commission), streets (to the extent not maintained by the City of Orlando, the County of Orange, or the Florida Department of Transportation), pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social, welfare of the MEMBERS of the MASTER ASSOCIATION and the OWNERS and Residents of METROWEST as the BOARD in its discretion determines necessary or appropriate.

5.15 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the MASTER ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or, duties and to pay the cost thereof in accordance with whatever contractual arrangement the BOARD shall enter.

## ARTICLE 6

### MEMBERS

6. MEMBERS. The MEMBERS of the MASTER ASSOCIATION shall be determined by and shall be subject to the following:

6.1 Community Association MEMBER. Each Community Association shall be a MEMBER of the MASTER ASSOCIATION. Such membership shall be established upon the filing of the Articles of Incorporation of the Community Association with the Secretary of State of Florida, and the recording of such Articles of Incorporation in the Public Records of Orange County, along with, or as an exhibit to a Community Declaration, Declaration of Condominium or similar document, submitting a portion of the Property to the jurisdiction of the Community Association. The OWNER of any Property Unit which is subject to the jurisdiction of a Community Association shall not be a MEMBER of the MASTER ASSOCIATION.

6.2 OWNER Membership. The OWNER of any portion of the Property not subject to the jurisdiction of a Community Association shall be a MEMBER of the MASTER ASSOCIATION. Such membership shall be established when the OWNER takes title to a Property Unit within the Property. Notwithstanding the foregoing, no OWNER of an Institutional Property Unit shall be considered a MEMBER unless and until the OWNER thereof agrees to pay its pro rata share of the Assessments for Common Expenses.

6.3 Golf Course. The OWNER of the golf course and related facilities, including tennis courts, pool, clubhouse, etc., in consideration of the reduced Assessment payable to the MASTER ASSOCIATION, shall not be a MEMBER unless and until the OWNER agrees to pay the full Assessment for Common Expenses attributable to the golf course and related facilities as computed on the full Assessed Value thereof in accordance with the provisions of the Declaration.

6.4 Transfer of Membership. Membership shall be transferred as follows:

6.4.1 In the case of a MEMBER other than a Community Association, transfer of membership in the MASTER ASSOCIATION shall be established by the recording in the Public Records of Orange County of a deed or other instrument establishing a transfer of record title to any Property Unit for which membership has already been established. The OWNER designated by such instrument of conveyance thereby becomes a MEMBER, and the prior MEMBER's membership thereby is terminated. Notwithstanding the foregoing, the MASTER ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the MASTER ASSOCIATION receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Property Unit, and it shall be the joint and several responsibility and obligation of the former and the new OWNER of the Property Unit to provide such true copy of said recorded instrument to the MASTER ASSOCIATION. In the event of death of a MEMBER his or her membership shall be automatically transferred to his or her heirs or successors in interest upon delivery of the recorded certificate of death or other proof acceptable to the MASTER ASSOCIATION.

6.4.2 In the event any portion of the Property is submitted to the jurisdiction of a Community Association, the membership of the OWNER associated with such portion of the Property shall automatically terminate upon the recording in the Public Records of Orange County of the declaration of condominium, declaration of covenants and restrictions, or similar document, submitting such portion of the Property to the jurisdiction of the Community Association, and the Community Association shall simultaneously become a MEMBER with respect to such portion of the Property.

6.5 Prohibition Against Transfer. In those cases in which a MEMBER is also an OWNER, the share of that MEMBER in the funds and assets of the MASTER ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Property Unit associated with the membership of that MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to the Property Unit.

6.6 Determination of Voting Rights. The total number of Residential Property Units, the total number of square feet of Commercial improvements and the number of hotel rooms which may be constructed within METROWEST are governed by the Master Development Plan. MEMBERS' voting rights shall be determined as set forth in this Section 6.6. Notwithstanding anything contained or any interpretation to the contrary in the Governing Documents, including, without limitation these Articles, no entitled votes shall be allocated to any MEMBER for improvements which are not constructed and for which certificate(s) of occupancy have not been issued. Entitled votes shall only be allocated to MEMBERS for voting purposes once such improvements are constructed and certificate(s) of occupancy issued.

6.6.1 Residential Property Units. The number of Residential Property Units which are or may be constructed on any portion of the Property shall be determined and such number shall be assigned to that portion of the Property and be allocated to the purchaser of such portion of the Property at the time of the delivery of the deed therefor. The OWNER of a portion of the Property used or to be used for Residential purposes shall be entitled to one (1) vote for each Property Unit assigned to it. If the portion of the Property is submitted to the jurisdiction of a Community Association, that Community Association MEMBER shall have a number of votes equal to the number of Property Units under the jurisdiction of that Community Association. A Community Association MEMBER shall be represented by and cast its votes in the manner provided herein and in the Bylaws and Declaration.

Even though the OWNER of a multi-family residential improvement not committed to Condominium form of ownership shall be considered the OWNER of only one (1) Property Unit, such OWNER shall be a MEMBER entitled to one (1) vote for each Residential Property Unit assigned to the portion of the Property upon which the multi-family residential improvement is built.

6.6.2 Commercial. The number of square feet of floor area and/or the number of hotel rooms which are or may be constructed on any portion of the Property intended for Commercial uses shall be determined and such number of square feet of floor area and/or hotel rooms shall be assigned to that portion of the Property and allocated to the purchaser of such portion of the Property at the time of the delivery of the deed therefor. Portions of the Property used or to be used for Commercial purposes shall be entitled to one (1) vote for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities, but excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Portions of the Property used or to be used for hotel Commercial purposes shall be entitled to one (1) vote for each two (2) hotel rooms and one (1) vote for each 2,700 square feet, or fraction thereof, of floor area not included in hotel rooms and accessways to hotel rooms, measured as above for Commercial Property Units.

6.6.3 Institutional. If the OWNER of the Institutional Property Unit agrees to pay Assessments for Common Expenses to the MASTER ASSOCIATION such OWNER shall be a MEMBER. As a MEMBER the OWNER of an Institutional Property Unit shall be entitled to one (1) vote for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities but excluding areas for vehicle storage and major on-site services such as mechanical service equipment. Because the Master Development Plan does not control the number of square feet which may be built on an

Institutional Property Unit, the number of votes attributable to the OWNER will be determined when a building permit is issued for construction of the Improvements on the Institutional Property Unit. Until issuance of a building permit the BOARD shall arbitrarily assign to the OWNER of the Institutional Property Unit a number of votes.

If the OWNER of the Institutional Property Unit does not agree to pay Assessments for Common Expenses such OWNER will not be entitled to become a MEMBER or vote on membership affairs.

6.6.4 Number of Votes. The total number of outstanding votes may be determined at any time by the Master Development Plan. If the Master Development Plan is amended to increase the number of Residential Property Units or the number of square feet of Commercial floor area or the number of hotel rooms which may be constructed on the Property, the total number of votes will be adjusted accordingly. If, after the conveyance of a Property Unit to an OWNER, such OWNER is granted the right to (1) in the case of a portion of the Property used for Residential purposes, increase the number of Residential Property Units, or (2) in the case of a portion of the Property used for Commercial purposes, increase the number of square feet of floor area or the number of hotel rooms which may be built on the Commercial Property Unit, such OWNER's number of votes shall increase correspondingly. Such increase in the number of Residential Property Units or Commercial square footage or hotel rooms may take place before or after completion of initial construction and the number of votes will be increased when the construction is completed (certificate of occupancy issued by the appropriate authorities). Further, the subjecting of additional lands to the jurisdiction of the MASTER ASSOCIATION will make the OWNERS of real property within such additional lands MEMBERS of the MASTER ASSOCIATION, which will increase the total number of votes. Therefore, the number of votes which may be cast at any meeting of the MEMBERS is the sum of (1) the total number of Residential Property Units constructed; (2) the total number of Residential Property Units approved under the Master Development Plan but not constructed; (3) the total number of square feet of Commercial floor area in Commercial Property Units constructed, divided by 2,700; (4) the total number of square feet of Commercial floor area approved under the Master Development Plan but not constructed, divided by 2,700; (5) the total number of hotel rooms constructed, divided by two (2); (6) the total number of hotel rooms approved under the MASTER DEVELOPMENT PLAN but not constructed, divided by two (2); and (7) the total number of square feet of space in Institutional Property Units as determined in accordance with Subsection 6.6.3 of these Articles.

6.6.5 Voting by Co-OWNERS. If the Property Unit associated with the membership of a MEMBER is owned by more than one individual or entity, the vote(s) of the MEMBER may be cast at any meeting by any Co-OWNER of the Property Unit. If when the vote(s) is (are) to be cast, a dispute arises between the Co-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) continue to be counted for purposes of determining the existence of a quorum.

6.6.6 Community Association MEMBERS. The President of a Community Association shall be the Representative to act on behalf of the Community Association at all meetings of the MEMBERS of the MASTER ASSOCIATION. The Officers of the Community Association shall be designated by a certificate signed by the Secretary of the Community Association, and filed with the Secretary of the MASTER ASSOCIATION prior to



the time all proxies are due. The President, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the Community Association MEMBER at any meeting. The President of a Community Association shall be the Representative to act on behalf of the Community Association at all meetings of the MEMBERS of the MASTER ASSOCIATION. The Officers of the Community Association shall be designated by a certificate signed by the Secretary of the Community Association, and filed with the Secretary of the MASTER ASSOCIATION prior to the time all proxies are due. The President, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the Community Association MEMBER at any meeting. In the event the President does not appear in person, or by proxy at any meeting, the votes of the Community Association MEMBER may be cast at any meeting by the Vice President, Secretary or Treasurer, in that order, of the Community Association MEMBER.

6.7 Proxies. Every MEMBER or Representative of a Community Association MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER's or Representative's behalf by a proxy signed by such MEMBER or Representative. Any proxy shall be delivered to the Secretary of the MASTER ASSOCIATION or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER or Representative executing it. Any proxy issued by a Representative of a Community Association MEMBER may only authorize a member of the board or officer of the Community Association to act, on the Representative's behalf.

6.8 Subdivision of the Property Unit.

6.8.1 In the event title to a portion of a Property Unit with more than one (1) Residential Property Unit assigned to it, or more than 2,700 square feet of Commercial or Institutional floor area assigned to it, or more than one (1) hotel room assigned to it is conveyed to a third party, such third party shall become a MEMBER (unless the Property Unit is subject to the jurisdiction of a Community Association) with the number of votes calculated as set forth in Section 6.6 above based on the appropriate portion of the number of Residential Property Units or square feet of floor area or hotel rooms originally assigned to the Property Unit which has been conveyed to the new OWNER. In no event shall such conveyance increase the number of Residential Property Units, floor area, or hotel rooms assigned to the Property Unit after such conveyance over that originally assigned to the Property Unit before the conveyance, nor shall such conveyance result in the casting of any fractional votes. At the time of such conveyance, the OWNER (i.e., the seller or grantor for such conveyance) shall notify the MASTER ASSOCIATION of the number of votes assigned to each portion of the Property Unit. In the event that an OWNER fails or refuses to designate the division of the votes, the BOARD may make such division and notify the OWNERS of each portion of the Property Unit involved in the conveyance.

6.9 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.



ARTICLE 7

MEMBERS OF THE BOARD

7. Members of the BOARD. The affairs of the MASTER ASSOCIATION shall be managed by, a BOARD comprised of not less than five (5) members nor more than nine (9) members and the number of members comprising the BOARD shall always be an odd number. Notwithstanding the foregoing, in no event shall there be less than three (3) members of the BOARD.

7.1 Members of the BOARD shall be elected by the MEMBERS of the MASTER ASSOCIATION in the manner provided by the Bylaws.

7.2 All of the duties and powers of the MASTER ASSOCIATION existing under Chapter 617 or Chapter 720 of the Florida Statutes and the Governing Documents shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

7.3 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws.

7.4 The names and addresses of the members of the BOARD who shall hold office until their successors are elected or appointed, or until sooner dies, resigns or is removed, are as follows:

James Drayton:	2206 Lake Vilma Drive Orlando, Florida 32835
Victor Garofalo:	7615 Milano Drive Orlando, Florida 32835
Stina D’Uva:	6710 Fairway Cove Drive Orlando, Florida 32835
Madeline Francois:	7805 St. Giles Place Orlando, Florida 32835
Randle Warren Nash:	6232 Castelven Drive Orlando, Florida 32835

ARTICLE 8

OFFICERS

8. Officers. The Officers of the MASTER ASSOCIATION shall be a President, Vice Presidents, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The Officers shall serve at the pleasure of the BOARD, and the Bylaws may

provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the BOARD are as follows:

President - James Drayton  
Vice President - Stina D’Uva  
Secretary - Madeleine Francois  
Treasurer - Victor Garofalo

## ARTICLE 9

### INDEMNIFICATION

9. Indemnification of Officers, Members of the BOARD or Agents. The MASTER ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a member of the BOARD, officer, manager, agent or employee of the MASTER ASSOCIATION, member of a committee of the MASTER ASSOCIATION, representative of the MASTER ASSOCIATION or a committee of the MASTER ASSOCIATION, member, manager, agent or employee of the DRB, member of a committee of the DRB, or a representative of the DRB or a committee of the DRB (each an “Indemnified Person”) against expenses (including attorneys’ and paralegal fees and appellate attorneys’ and paralegal fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding if such Indemnified Person acted in good faith and in a manner such Indemnified Person reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION, the DRB or a committee of the MASTER ASSOCIATION or the DRB; and, with respect to any criminal action or proceeding, if such Indemnified Person had no reasonable cause to believe their conduct was unlawful; or matter as to which such Indemnified Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of their duty to the MASTER ASSOCIATION, the DRB or a committee of the MASTER ASSOCIATION or the DRB unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that such Indemnified Person did not act in good faith and in a manner which such Indemnified Person reasonably believed to be in, or not opposed to, the best interest of the MASTER ASSOCIATION, the DRB or a committee of the MASTER ASSOCIATION or the DRB; and with respect to any criminal action or proceeding, that such Indemnified Person had no reasonable cause to believe that their conduct was unlawful.

9.1 To the extent that an Indemnified Person is entitled to indemnification by the MASTER ASSOCIATION in accordance with this Article 9, such party shall be indemnified against expenses (including attorneys' and paralegal fees and appellate attorneys' and paralegal fees) actually and reasonably incurred by such party in connection therewith.

9.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the MASTER ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount unless it shall ultimately be determined that such party is entitled to be indemnified by the MASTER ASSOCIATION as authorized in this Article 9.

9.3 The indemnification provided by this Article 9 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken by an Indemnified Person while performing or serving in their respective role, position or capacity, the indemnification provided by this Article 9 shall continue as to an Indemnified Person who has ceased to be a member of the BOARD, officer, manager, agent or employee of the MASTER ASSOCIATION, member of a committee of the MASTER ASSOCIATION, representative of the MASTER ASSOCIATION or a committee of the MASTER ASSOCIATION, member, manager, agent or employee of the DRB, member of a committee of the DRB, or a representative of the DRB or a committee of the DRB and shall inure to the benefit of the heirs, executors and administrators of such an Indemnified Person.

9.4 The MASTER ASSOCIATION shall have the power to purchase, as a Common Expense, and maintain insurance on behalf of any Indemnified Person or on behalf of any Person who is or was serving, at the request of the MASTER ASSOCIATION or the DRB, as a member of the board of directors, officer, member, manager, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such Person and incurred by such Person in any such capacity, as arising out of their status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify such Person against such liability under the provisions of this Article 9.

## ARTICLE 10

### BYLAWS

10. Bylaws. The Bylaws shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the Bylaws.

## ARTICLE 11

### AMENDMENTS

11. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

11.1 Initiation. A proposal to amend these Articles may be proposed by a majority of the members of the BOARD or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the MASTER ASSOCIATION.

11.2 Board Resolution. The BOARD must adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the MEMBERS, which may be an annual or a special meeting.

11.3 Notice. Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment shall be given to every MEMBER entitled to vote at such meeting.

11.4 Adoption of Amendments. The proposed amendment shall be adopted upon receiving not less than a majority of the total MEMBER votes of the entire membership of the MASTER ASSOCIATION.

11.4.1 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS without the approval of all MEMBERS.

11.4.2 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Florida Department of State as provided by law, and a filed copy, certified by the Florida Department of State, shall be recorded among the Public Records of Orange County, Florida, either as an amendment to the DECLARATION or as a “stand-alone” instrument.

## ARTICLE 12

### TERM

12. The MASTER ASSOCIATION shall have perpetual existence.

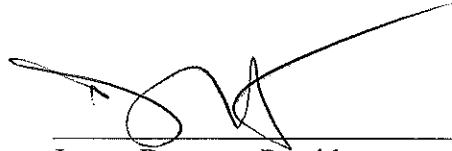
## ARTICLE 13

### REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The street address of the registered office of the MASTER ASSOCIATION is 2121 S. Hiawassee Road, Suite 132, Orlando, Florida 32835. The Registered Agent of the MASTER ASSOCIATION at that address is James Drayton.

*[Signature follows on the next page.]*

IN WITNESS WHEREOF, these Amended and Restated Articles have been executed on behalf of the MASTER ASSOCIATION by its President effective as of this 30<sup>th</sup> day of July, 2019.

  
\_\_\_\_\_  
James Drayton, President

*[Certificate of the Secretary follows on the next page.]*

**CERTIFICATE OF THE SECRETARY  
OF  
METROWEST MASTER ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.1007(3) of the Florida Not For Profit Corporation Act, the undersigned, in her capacity as Secretary of the METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "MASTER ASSOCIATION"), hereby certifies as follows:

- 1) The foregoing Amended and Restated Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC. (the "Amended and Restated Articles") to which this certificate is attached contain amendments to the Articles of Incorporation of METROWEST MASTER ASSOCIATION, INC., which were filed with the Florida Department of State on February 17, 1986 as Charter Number N13457.
- 2) The Amended and Restated Articles required approval of the members of the MASTER ASSOCIATION.
- 3) The name of the Association is METROWEST MASTER ASSOCIATION, INC.
- 4) The foregoing Amended and Restated Articles contain the text of each amendment adopted.
- 5) The Amended and Restated Articles were adopted by the approval of the MEMBERS of the MASTER ASSOCIATION effective as of May 31st, 2019.
- 6) The number of member votes cast for the Amended and Restated Articles was sufficient for approval.

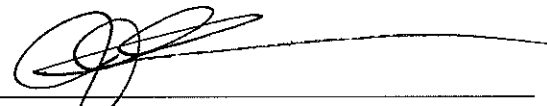


\_\_\_\_\_  
Madeleine Francois, as Secretary of the  
METROWEST MASTER ASSOCIATION, INC., a  
Florida not for profit corporation

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was affirmed and acknowledged before me this 30<sup>th</sup> day of July 2019, by Madeleine Francois, as Secretary of the METROWEST MASTER ASSOCIATION, INC., a Florida not for profit corporation. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

  
\_\_\_\_\_  
Notary Public Signature  
JULIE LEA SANCHEZ  
\_\_\_\_\_  
(Name typed, printed or stamped)

