

This instrument was prepared by:
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Orlando, FL 32801

**NOTICE & CERTIFICATE OF REVIVAL AND EXECUTION OF THE
DECLARATION, BYLAWS AND ARTICLES OF INCORPORATION OF WESTCHESTER
ASSOCIATION AT METROWEST, INC.**

The undersigned authorities on behalf of Westchester Association at Metrowest, Inc. (the "Association") hereby certify that in accordance with the provisions of Section 720.403 et. seq., Florida Statutes (2004), that the attaches exhibits, consisting of:

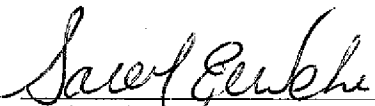
- Declaration of Covenants and Restrictions for Westchester, recorded in Official Records Book 3890, Page 2571, Public Records of Orange County, Florida.
- Declaration of Covenants and Restrictions for Westchester Association at Metrowest, recorded in Official Records Book 3971, Page 4681, Public Records of Orange County, Florida.
- Amendment to Declaration of Covenants and Restrictions for Westchester Association at Metrowest, recorded in Official Records Book 4654, Page 3741, Public Records of Orange County, Florida.
- Second Supplemental Declaration of Covenants and Restrictions for Westchester Association at Metrowest, recorded in Official Records Book 4148, Page 1843, Public Records of Orange County, Florida.
- A replat of Tract 10 Metrowest, Plat Book 18, Pages 87-89.
- A replat of Tract G of a replat of Tract 10 Metrowest, Plat Book 21, Pages 133 & 1354.
- Articles of Incorporation filed with the Secretary of State on June 22, 1987.
- Restated Bylaws of Westchester Association at Metrowest, Inc., previously unsigned and unrecorded.

have been revived, as evidenced by the attached approval from the Department of Economic Opportunity dated January 28, 2021, also attached hereto.

Pursuant to Section 720.407, Fla. Stat. the undersigned attorney for the Association hereby execute the revived Declaration, Articles of Incorporation and Bylaws approved by the Department in the name of the Association.

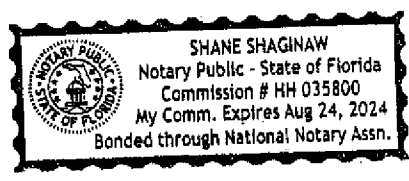
Accordingly, the attached documents are effective for a period of thirty (30) years from the date of the recording of this documents.

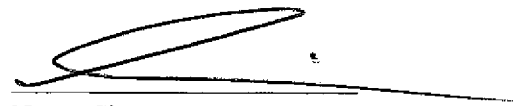
Dated this 12 day of Feb, 2021.


Sarah Webner, Esq.

The foregoing instrument was sworn to and subscribed before me this 12 day of Feb, 2021 by Sarah Webner, affiant, who produced identification or is personally known to me and did take an oath.

Notary Seal:




Notary Signature

Shane Shaginaw
Print Name

DECLARATIONS OF COVENANTS AND RESTRICTIONS

FOR

2775054 ORANGE CO. FL.
03:05:00PM 05/28/87

WESTCHESTER

OR3890 PG257J

Florida	Paid	THOMAS H. LOCKER,
Rec Fee \$	<u>165.00</u>	Orange County
Doc Tax \$		Comptroller
Int Tax \$		By <u>THL</u>
Total \$	<u>165.00</u>	Deputy Clerk

Attest: David Matheny, Registrar (Seal)

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OR3890 PG2576

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTCHESTER

THIS DECLARATION OF COVENANTS AND RESTRICTIONS for the Westchester Neighborhood in MetroWest Planned Urban Development is made on February 19, 1987, by LeCesse Corporation of Grosvenor Park, a Florida Corporation, hereinafter referred to as "DEVELOPER".

Preliminary Statement

ARTICLE I

INTRODUCTIONS, DEFINITIONS AND CONSTRUCTION

DEVELOPER is the owner of the real property located in Orange County, Florida, referred to in this document as Westchester and more particularly described on Exhibit A attached hereto and made a part of these Covenants. Developer hereby restricts the use of the property as hereinafter provided, and declares that the property and all portions thereof (except to the extent specifically exempted herein), shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose of preserving the value and maintaining the desirability of the Property.

DEVELOPER has committed the Westchester Property to the Master Declaration of Protective Covenants and Restrictions for MetroWest, which was recorded in the Public Records of Orange County, Florida, in Official Record Book 3759, Page 2756, on March 13, 1986. The MetroWest Master Association, Incorporated is responsible for the maintenance and upkeep of the MetroWest P.U.D. and for maintaining architectural controls throughout the P.U.D. Each lot within the property is subject to annual and special assessments by the MetroWest Master Association for the purposes established in the MetroWest Documentation. The various control and assessment rights of the MetroWest Association are described in numerous provisions of the Declaration. Wherever the provisions of the Westchester Covenants are in conflict with those of the MetroWest Covenants, the provisions of the MetroWest Covenants shall be considered superior to and shall overrule those of the Westchester Covenants.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

1.1 "A.R.B." means the Architectural Review Board established by the Westchester Association.

1.2 "Association" means Westchester Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.3 "Board" or "Board of Directors" means the Association's Board of Directors.

1.4 "Common Area" means all property from time to time owned by the Association for the common use and enjoyment of all Owners. The Common Area initially consists of the lands described on Exhibit "B" attached to this Declaration and incorporated herein by this reference, together with all improvements, fixtures, and tangible personal property now in hereafter situated thereon and all appurtenant easements.

1.5 "Debra" means Debra, Inc., a Florida Corporation, the developer of MetroWest.

1.6 "Developer" means LeCesse Corporation of Grosvenor Park, a Florida corporation, its successors and assigns with respect to the Property, and all other persons who acquire an interest in more than one Lot or any other portion of the Property for the purpose of development of the Property or of completing the work.

1.7 "Law" includes, without limitation, any statute, ordinance, rule, regulation, or order validly created, promulgated, adopted, or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.8 "Legal Documents" means the legal documentation for Westchester consisting of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing now or hereafter made. The foregoing are individually and collectively called the legal Documents in this Declaration. Unless the context expressly requires otherwise, the words defined below whenever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, shall have the following meanings:

a) "Declaration" means this Declaration of Covenants and Restrictions for Westchester and any supplemental declarations made in accordance herewith, as amended from time to time.

b) "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

c) "By-Laws" means the By-Laws of the Association, as may be amended from time to time.

1.9 "Limited Common Area" means that portion of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time) within the area bounded by the extension of the side Lot lines together with any portion of the Property contiguous to the Lot which,

as a result of the natural configuration of the Property or the initial landscaping to be installed by the Developer, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

1.10 "Lot" means any plot of land shown on the Plat or any subsequently recorded subdivision plat of the Property, which is designated thereon as a lot or which is or intended to be improved with a residential dwelling unit, but excluding the Common Area and any areas dedicated to public use.

1.11 "MetroWest Association" means MetroWest Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns, the master homeowner's association of which the Owners in this development are members.

1.12 "MetroWest Documentation" means the legal documentation relating to MetroWest Master Association consisting of the MetroWest Association's Articles of Incorporation and By-Laws and as Recorded in Official Records Book 3759, Page 2756, all of the Public Records of Orange County, Florida.

1.13 "Member" means each Owner as provided in Article 1.16 hereof.

1.14 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien upon any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgement, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.15 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person.

1.16 "Owner" means the record Owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any other Person holding such fee simple title merely as security for the performance of an obligation. Developer is an Owner to the extent of each Lot from time to time owned by the Developer.

1.17 "Person" means any natural person or artificial entity having legal capacity.

1.18 "Plat" means that subdivision plat of Westchester recorded in Plat Book 18, pages 87 through 89 of the Official Public Records of Orange County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.19 "Property" means the lands in Orange County, Florida, described on Exhibit A attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided in Article II below.

1.20 "P.U.D." means the MetroWest Planned Urban Development.

1.21 "Recorded" means filed for record in the Public Records of Orange County, Florida.

1.22 "Regulations" means any rules and regulations regarding the use of the Property or any part thereof duly adopted by the Association in accordance with the Legal Documents.

1.23 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.24 "Unit" means a single family dwelling located on a Lot as shown on the Plat.

1.25 "Interpretation" means unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will," "must," and "should" has the same effect as the use of the term "shall". Wherever any time period is measured in days, "days" means consecutive calendar days; and, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be intended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. Unless the context expressly requires otherwise, the terms "Common Area," "Lot," and "Property" means all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

ARTICLE II

PLAN FOR DEVELOPMENT OF THE WESTCHESTER NEIGHBORHOOD

2.1 The MetroWest Master Covenants. The Westchester Property is an integral part of MetroWest. In order to effectuate the orderly development of MetroWest and to establish, protect and preserve the quality of MetroWest as a whole, Debra has recorded in the Public Records of Orange County,

Florida, the Master Declaration of Protective Covenants and Restrictions for MetroWest.

2.2 Property Designation. All of the Westchester Property is Committed property subject to the Master Covenants as well as the Westchester Covenants.

2.3 Annexation of Additional Property. The Declarant, from time to time, may, in its sole discretion, commit additional property which it owns adjacent to the existing property to be annexed; to wit: to be subjected to the terms of this Declaration and brought within the jurisdiction of the Association, provided, however, that under no circumstances shall Declarant be required to make such annexations and additions; and provided that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them. Until such time as such annexations and additions are made to the Existing Property, in the manner hereinafter set forth, real property owned by Declarant, other than Existing Property, shall in no way be affected by or become subject to the Declaration, nor shall this Declaration constitute a cloud, doubt, suspicion, or encumbrance on the title to said lands. The annexation of all or a portion of the Additional Property authorized under this section, shall be made by the Declarant filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to such Additions to the Existing Property which shall extend the scheme of the covenants and restrictions of this Declaration to such property; and such Supplementary Declaration may contain such complementary additions as Declarant may determine to be necessary to reflect the different character, if any, of such Additions to the Existing Property and are not inconsistent with the scheme of this Declaration.

The Declarant specifically reserves the right, in its discretion, to establish additional homeowners' associations with respect to each phase of the Additional Property and to impose additional covenants and restrictions with respect to all or any portion of other Additional Property and such action by the Declarant shall not preclude the Additional Property affected thereby from being annexed and brought within the jurisdiction of the Association as provided herein. All of the above shall be subject to compliance with the regulations of the City of Orlando, Florida and with the Master Declaration of Protective Covenants and Restrictions for MetroWest and the MetroWest D.R.B.

ARTICLE III

PROPERTY RIGHTS

3.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association, at such time as in its sole discretion it deems appropriate, the title to common areas, subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, easements for drainage and public

utilities. Every Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and passes with, the title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

a) Fees. The Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period during which any assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's right to use any recreational facility owned or controlled by the Association, or provided for its exclusive or nonexclusive benefit, for the same period; and (iii) to suspend any Owner's right to the use of any such recreational facility for a period not to exceed sixty (60) days for any material infraction of the Association's rules and regulations.

c) Dedication or Mortgage. The Association's right to mortgage, dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members. Such mortgage, dedication or transfer must be approved by the Westchester Association and at least two-thirds (2/3) of each class of members present in person or by proxy and voting at a meeting duly convened for such purpose, and as evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Common Area, as provided below.

e) Legal Documents. The provisions of the Legal Documents and the Westchester documentation and all matters shown on any plat of all or part of the Property.

f) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements and other Recorded documents.

The foregoing easement is limited to using the Common Area for its intended purposes in a reasonable manner; and, with respect to any particular use or activity, it is limited to those portions of the Common Area from time to time improved or otherwise suitable for such uses or activity.

3.2 Westchester Roadways. The roadways and rights-of-way, designated on the Plat as Tract A have been dedicated to the public. Debra has entered into a certain Maintenance Agreement with the City of Orlando and Orange County dated October 22, 1985, with an effective date of November 12, 1985, the purpose of which is to allow Debra to maintain all Streetscape areas of the public streets, roads or highways within MetroWest. To the extent Debra has the right to maintain such areas, such areas shall be considered part of the "Common Area" even though not owned by Debra. Each Owner and their guests, invitees, all delivery, pick up, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the Developer, the Association, or the MetroWest Association to serve the Property, the holders of Mortgages, and such other persons as the Developer, the Association or the MetroWest Association has designated or may designate, shall have the nonexclusive and perpetual right of ingress and egress over and across Tract A., subject to the terms and conditions of the Legal Documents.

3.3 Sidewalks. Each Owner shall have a non exclusive easement in common with others for the use and enjoyment of the paths and sidewalks, if any, located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks, paths, or easement areas shown on the Plat and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association. In addition to the sidewalk easements shown on the Plat, each Lot shall be subject to a non exclusive easement in common with others for ingress and egress across the front lot line to a depth of five (5) feet for the installation, maintenance, and use of sidewalks.

3.4 Easements. There are perpetual appurtenant easements between each Lot and the adjacent Lots, for (i) the maintenance, repair, and reconstruction of landscaped areas, roofs, exterior walls or party walls, and other improvements for the benefit of those Persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction as provided in this Declaration; (ii) lateral and subjacent support; (iii) overhanging roofs and eaves, driveways, and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; and (vi) the drainage of ground and surface waters in the manner established by Developer as part of the Work.

To the extent not inconsistent with this Declaration, the general rules of law apply to the foregoing easements. The extent of such easements for maintenance, drainage, and support, is that reasonably necessary to effectuate their respective purposes. The easements for overhanging roofs and eaves, driveways, and other improvements installed by Developer and their replacements extend to the areas affected by such improvements as originally installed by Developer. The easements of encroachment extend to a distance of not more than six (6) feet, as measured from any point on the

common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner or the Association. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television or radio cables and appurtenances) servicing more than one Lot; but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot. Entry into any improvement is authorized only with the consent of its Owner and occupant, unless an extreme emergency such as a fire exists, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

3.5 Access Easement. Where applicable, each lot survey shall provide for an access easement of up to twelve feet to allow the owner the use and quiet enjoyment of the adjacent owner's lot.

3.6 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Areas and the rights and easements reserved and granted under this Article, including, but not limited to, the right to locate or relocate roads, paths, walkways and sidewalks within the Common Areas. The Lot Owner shall not place or erect any structure within the Limited Common Area.

3.7 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, and other easements shown on the Plat. The Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements shown on the Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to the easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon the easement areas nor alter the flow of drainage nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements or structures on the easement areas shown on the Plat or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or structures or landscape items upon written request of

Developer, the Association or the grantee of the easement. Subsequent to Developer's conveyance of the Common Area, additional easements may be granted by the Association for Utility purposes as provided in Paragraph 2.1(c) of this Article.

3.8 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area

3.9 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation to invitees is subject to the Association's rules and regulations.

3.10 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

3.11 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Area, except as expressly enumerated in this Declaration. Without limitation, no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

3.12 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property.

3.13 Phase Development. The development of the existing Property may be a part of a phase development involving the development of the additional Property as described in the Recorded Plat. The Declarant reserves the right to change the design, arrangement and location of any and all units in the Additional Property not yet constructed or developed without the consent of the Association. In addition, the Declarant reserves the right to change the exterior design of the units to be constructed on the Existing Property without the consent of the Association, so long as the Declarant owns the units so altered. Even though the plan of the Declarant is to sell units and to transfer fee simple title thereto, the Declarant hereby reserves the

right to lease any unsold units owned by it.

ARTICLE IV

USE RESTRICTIONS

4.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes or temporary construction offices by the Developer during the development and sale of Westchester and adjacent properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

4.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the A.R.B. No tents, trailers, tanks, shacks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer and the Westchester Association.

4.3 Landscaping. The native vegetation and natural style landscaping performed by Developer as part of the Work shall be retained and nurtured. No significant additional planting or significant removal of the lawn or natural vegetation is permitted that will alter the natural style of landscaping installed by the Developer. No living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.B. No artificial grass, plants or other vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot or Limited Common Area.

4.4 Fences. Except as originally provided by the Developer, or as approved by the Developer or the A.R.B. to provide visual and acoustical privacy, no fence, wall or other barrier shall be constructed upon any Lot.

4.5 Set-Back Lines. Developer has established set back lines of 20 to 25 feet in front and 20 feet in the rear. To assure that location of dwellings will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself the right to control and decide the precise site and location of any dwelling or other structure upon all Lots. Each structure in Westchester shall be setback at least six (6) feet from each side lot line. This restriction shall not prohibit construction by the Developer of privacy walls or fences connecting dwelling units.

4.6 Motor Vehicles and Boats. No boats, recreational vehicles or other motor vehicles, except four wheel passenger vehicles shall be placed, parked or stored upon any Lot unless approved by the Board, nor shall any

maintenance or repair be performed upon any lot or motor vehicle upon any Lot, except within a building where totally isolated from public view. All motor vehicles must be parked in garages or driveways from the end of each day until the following morning. Commercial vehicles shall not be parked within public view on a regular basis.

4.7 Unit Restrictions. Following completion of the Work, an Owner may not cause or permit, without the prior written approval of the A.R.B. any additional alteration, modification, renovation or reconstruction (including the installation of window air conditioners) to be made to the structural components, roof, or exterior of his Unit, including driveways and parking areas, except as provided in this Declaration. Notwithstanding the foregoing, an Owner shall replace broken windows, screens and doors with replacements of the same style and equal or greater quality as originally installed as part of the Work. No garage shall be permanently enclosed or converted to another use. No carports shall be permitted, and all garages shall contain at least 180 square feet of usable space appropriate for the parking of automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use.

4.8 Garage Doors. It is understood that due to the nature of the Units in the Westchester Neighborhood that openings for garages and the garage doors will be viewable from the street. In order to provide for the common welfare and to maintain the aesthetic values of the Westchester Neighborhood, all garage doors shall be kept closed at all times, except when entering or exiting the garage. Additionally, garage doors may be open during periods when the garage is being utilized because of yard work or related usage. At all other times garage doors in the Westchester Neighborhood are required to be closed.

4.9 Antennas. No aerial, antenna, or satellite dishes shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Westchester. Antennas or satellites if any, shall be built into the attic space of the home or in the back of the lot unable to be seen from the street only after approval has been received in writing from the A.R.B.

4.10 Animals and Rubbish. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two (2) dogs, two (2) cats, or two (2) caged birds (or any combination thereof not exceeding two (2) animals) may be kept on Lots subject to the Association's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. All pets are prohibited from the recreational facilities, if any, located on the Common Area. Dogs must be leashed at all times. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's Regulations.

4.11 Sewage Disposal and Water Service. All water and sewage facilities and service to the Property shall be supplied by means of the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structures to be built. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the marshlands or lakes. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the sewer system or into the marshlands or lakes. Orlando Utilities Commission or its successors or assigns, has a nonexclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

4.12 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved in writing as to size and design and in accordance with criteria established by the A.R.B.

4.13 Wetlands; Maintenance Easement. Only the Developer, Debra or the MetroWest Association shall have the right to pump or otherwise remove any water from any lake or other wetlands, if any, within the Property for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer or Debra (and, after assignment of such right to the MetroWest Association) shall have the sole and absolute right to control the water level of such lake or lakes and to control the growth and irratiation of plants, fowl, reptiles, animals, fish and fungi and in any such lake. Notwithstanding the foregoing, the Association shall have the right to raise the level of any lake within the Property to the level of the over flow pipes serving the lake. Debra and the MetroWest Association are solely responsible for preserving the water quality of the lake. The cost of manual or mechanical removal of trash, debris and undesirable plants shall be undertaken by the MetroWest Association. In the event that the MetroWest Association fails or refuses to properly maintain the Lake, the Association following written notice to the MetroWest Association specifying the maintenance needed may perform the necessary maintenance if the MetroWest Association does not perform the required work within a reasonable period following receipt of the notice. No gas or diesel driven boat shall be permitted to be operated on any such lake. Lots which now are, or may hereafter be, adjacent to a lake (the "lake parcels") shall be maintained so that the grass, planting or other lateral support shall prevent erosion of the embankment adjacent to the lake. The height, grade and contour of the embankment shall not be changed without the prior written consent of the MetroWest Association. If the Owner of any lake parcel fails to maintain the embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Association or MetroWest Association, shall have the right, but not the obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel. Title to any lake parcel does not include ownership of any portion of any lake bed or surface waters which shall remain the property of the Developer until such time as

they shall be conveyed to the Association. No docks or other structures shall be constructed on such embankments unless and until same shall have been approved in writing by the MetroWest Association and the Association. No bulkheads shall be permitted to be constructed without the prior written consent of the MetroWest Association and the Association. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any lake within Westchester by Owners or other members of the MetroWest Environmental Regulations. The MetroWest Association or the Association shall have the right to deny such use to any person who in the opinion of the Association or the MetroWest Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake.

4.14 General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

- a) Obstructions. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on the Common Area.
- b) Alterations. Nothing shall be altered or constructed upon, or removed from, the Common Area.
- c) Activities. No activity is permitted in or upon the Common area, except those for which the Common Area is from time to time suitably improved.
- d) Wetlands. No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or upon any stream, pond, lake, marsh or other wetlands situated upon the Property, except as permitted by the Association. Without limitation, the Association from time to time may prohibit any and all uses and activities in, upon, and about any such wetland.

4.15 Rules and Regulations. No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's Regulations for the use of the Property. All Owners and other Persons occupying any Lot, and their invitees, at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same. Without limitation, any rule or regulation will be deemed "issued" when posted conspicuously at such convenient location within the Property as the Association may from time to time designate.

4.16 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall, repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable

time not to exceed one year and in accordance with the provision of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

During reconstruction upon any Lot after destruction of the original improvements installed by Developer, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any property other than the Lot on which construction is preceding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubble receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

4.17 Lighting. No external lighting shall be installed without the prior written approval of the A.R.B. No lighting shall be permitted which alters the residential character of the Property.

4.18 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance and upkeep of the driveway serving his Lot.

4.19 Mail Boxes and Posts. Declarant may, at its option, install individual mail boxes and wooden posts by the street in front of each residence. If such mail boxes and posts are installed the Association may, at its option, maintain the mail box or posts.

ARTICLE V

5.1 Membership and Voting Rights. Every Owner of a Lot or Dwelling Unit which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Units which is subject to assessment. In the event that all or a portion of the Additional Property is added to the Existing Property as provided herein under Article II, each Unit Owner within such Additional Property shall become a member of the Association and will be subject to assessment therefrom and shall be entitled to vote as a Class A. member.

5.2 Classification. The Association shall have two (2) classes of voting membership:

a) Class A. All Owners shall be Members, and shall be entitled to one vote for each Lot or Dwelling unit owned; provided, however, that the Declarant shall not be a Class A Member unless and until seventy five percent (75%) of the total Lots or Dwelling Units contemplated in existing and additional properties are owned by Owners

other than Declarant. When more than one person holds an interest in any Lot, all such persons shall be Members, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit.

b) Class B. The Class B Member shall be the Declarant who shall be entitled to three (3) votes for each assessable Lot or Dwelling Unit owned. The Class B membership shall cease and be converted to Class A membership at such time as seventy-five percent (75%) of all Lots or Dwelling Units in Westchester shall have recorded ownership by Owners other than Declarant or on January 1, 1995, whichever occurs first.

5.3 Co-Ownership. If more than one Person holds the Record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

5.4 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a member of the Association.

5.5 Notice and Quorum. Wherever any provision of this Declaration requires any Extraordinary Action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than 30 days, nor more than 60 days, in advance of such meeting, setting forth its purpose. The presence in person or by proxy, of members entitled to cast at least one-half ($\frac{1}{2}$) of the votes of each then existing class of membership constitutes a quorum. If the required quorum is not present or represented, the members entitled to vote shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Proxies must be registered with the Secretary of the Association prior to members meetings. No Owner other than Developer may hold more than five (5) proxies.

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5.6 Amplification. The provisions of this Article are amplified by the Association's Articles and By-Laws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration, on the one hand, and the Articles and By-Laws on the other, be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1 The Common Area.

a) Maintenance and Repair. Subject to the rights of the Developer and the Owners, as set forth in this Declaration and the rights of the MetroWest Association set forth herein, the Association has exclusive management and control of the Common Area, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work.

b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements on the Common Area, including but not limited to vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in the amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

6.2 Exterior Lot Maintenance.

a) Landscaping Maintenance. The Association shall provide lawn maintenance, including mowing, fertilizing and pest control for all grassed areas as originally installed by Developer located on the Common Areas within the Property. The Association may provide full landscaping maintenance to all landscaped portions of the Common Area upon the approval of Owners as provided in paragraph 6.3 hereof. The Association shall perform all landscaping maintenance and replacements in a manner that will preserve the natural style of landscaping originally installed by Developer as part of the Work. The Association and its employees, contractors or agents shall have an easement over and across all Lots as shall be necessary or convenient to provide the landscaping maintenance herein described.

b) Other Maintenance. In the event an Owner of any Lot in the Property shall fail to maintain the exterior of his Lot and Unit in a manner satisfactory to the Board of Directors, after reasonable notice specifying the maintenance or repair item, the Association after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Unit and any other improvements erected thereon. In the event that the Association fails or refuses to so act, the MetroWest Association following written notice to the Owner and the Association specifying the maintenance or repair item may enter said Lot and perform the necessary maintenances if the Owner or Association does not perform the required work within a reasonable period following receipt of notice. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, and shall become due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association and the MetroWest Association. Additionally, all unpaid costs and interest shall be a lien against the Lot and the personal obligation of the Owner of the Lot in the same manner as herein provided for other assessments of the Association and the MetroWest Association.

6.3 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations. The Association may contract with others to furnish landscaping maintenance, insurance coverage, building maintenance, termite and pest control or any otherwise herein required to be performed or provided by the Owners; provided, however, (i) only those Lots whose Owners have requested such service shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained. Nothing herein shall be deemed to require the Association to provide such services.

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6.4 Personal Property. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and By-Laws.

6.5 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of the Directors, or may be amended or rescinded by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. No rule, regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, of any restriction imposed on the Property by this Declaration without the written approval of the Developer and the MetroWest Association. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person or through representatives of such Owner's choosing.

6.6 Implied Rights. The Association may exercise any other right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

6.7 Restriction of Capital Improvements. All capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the Common Area, must be approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

6.8 Access by Association and MetroWest Association. The Association and the MetroWest Association have a right of entry on to the exterior of each Lot and Unit located thereon to the extent reasonably necessary to discharge its duties of exterior maintenance, or for any other purpose reasonably related to the performance of any duty imposed, or exercise of any right granted, by the Legal Documents or the MetroWest Documentation. Such right of entry must be exercised in a peaceful and reasonable manner at a reasonable time and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by Law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall arbitrarily withhold consent for entry by the Association or the MetroWest Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a

reasonable time, and in a peaceful and reasonable manner. The Association's and the MetroWest Association's right of entry may be exercised by their agents, employees, contractors, and managers, and by the agents or employees.

ARTICLE VII

COVENANTS FOR ASSESSMENTS

7.1 Assessments Established. For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of Record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- a) An Annual Assessment, as defined in paragraph 7.2 of this Article; and
- b) An Annual Assessment, as defined in the MetroWest Covenants; and
- c) Special Common Area assessments, as defined in paragraph 7.4 of this Article; and
- d) Special assessments for property taxes levied and assessed against the Common Area, as defined in paragraph 6.4 of this Article; and
- e) Specific assessments against any particular Lot that is established pursuant to any provisions of the Legal Documents, as provided in paragraph 7.11 of this Article; and
- f) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, is the personal obligation of the Person who was the Owner of such Lot when such assessment became due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, unless expressly assumed by such successor in writing. Mortgagees shall not be required to collect assessments and failure to pay an assessment shall not constitute a default under an insured mortgage.

7.2 Purpose of Assessments. The annual assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the Common Area. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

- a) the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof; and;
- b) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to Law;

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per year. An amount equal to the balance due for the remaining of the year (through December 31st) will be collected in advance at closing, plus a proration of the assessment for the month of closing. In addition, an amount equal to one-fourth ($\frac{1}{4}$) of the yearly assessment will be collected at closing to be used to establish a capital contribution fund.

a) From and after January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual assessment may be increased by the Board of Directors annually by an amount not to exceed an increase greater than fifteen percent (15%) of the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds ($\frac{2}{3}$) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment in accordance with paragraphs (a) and (b) above.

7.4 Special Assessments for Capital Improvements.

a) In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the maintenance responsibilities of the Association, the cost of any acquisition of Common Area, and the cost of construction,

reconstruction, repair or replacement of any capital improvements upon the Common Area including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

b) Reserves. The Association may include within the annual assessment amount (but not be limited by the matters for which reserves may be collected as hereafter stated), sums to be collected as reserves for replacement of storm sewers, underdrains for storm water retention, streets, roofs, recreational facilities and painting. Such reserve amounts will be in the discretion of and will be based on a schedule approved and prepared by the Board of Directors on an annual basis. Such schedule of reserve amounts shall be based on the cost of the improvements and their estimated life. This section shall not abrogate, modify, amend or supersede the provisions of any other section of this Article.

7.5 Notice and Quorum for Any Action Authorized Under Sections 7.3 and 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 or 7.4 shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be sixty percent (60%) of the voting members. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Uniform Rate of Assessment. Except as otherwise provided in Section 4 and in Article VI, both annual and special assessments must be fixed at a uniform rate for all Lots and Dwelling Units and may be collected in advance or from time to time as the Board of Directors of the Association, in its discretion, may decide. However, Declarant may elect not to pay the Westchester Association's annual or special assessment dues upon unsold Lots owned by the Declarant for so long as Declarant shall obligate itself to pay all expenses incurred by the Association in excess of the amounts produced from the assessments.

7.7 Date of Commencement of Annual Assessment: Due Date. The annual assessments provided for herein shall commence as to all Lots and Dwelling Units for which a closing has occurred, as provided herein, on the first day of the month following the conveyance of the Common Area to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot and Dwelling Unit at least thirty (30) days in advance of each annual assessment. In the event the Board of Directors fails to fix the annual assessment, such annual assessment for the succeeding year shall, at a minimum, equal the annual assessment for the previous year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth when the assessments on a specified Lot or Dwelling Unit have been paid. A properly executed certificate of the Association as to the status of assessments on the Lot or Dwelling Unit is binding upon the Association as of the date of its issuance.

7.8 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be subject to a late charge of Ten Dollars (\$10) per month or 10% of the amount due, whichever is greater. Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the delinquent Owner shall be liable to the Association for all costs and reasonable attorneys' fees incurred in connection with such a suit of foreclosure. If any installment of an assessment remains unpaid thirty (30) days after it shall become due, the Board of Directors may declare the entire assessment as to that delinquent Owner due and payable in full as if the entire amount was originally assessed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Dwelling Unit.

7.9 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

7.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, sale or transfer of any Lot or Dwelling Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Dwelling Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

7.11 Specific Assessments of the MetroWest Association. Any and all accrued indebtedness of any Owner or the Association to the MetroWest Association arising under any provisions of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot or the Association or arising by reason of any Owner's failure to properly maintain the exterior of his Lot or the Association's failure to properly maintain the Common Areas, also may be assessed by the MetroWest Association against such Owner's Lot or the Common Areas after such Owner or the Association fails to pay it when due and such default continues for thirty (30) days after written notice.

ARTICLE VIII

METROWEST ASSOCIATION AND ASSESSMENTS

8.1 MetroWest Association, Inc. Upon acceptance of a deed to a Lot, each Owner becomes a member of the MetroWest Association. Each Lot within Westchester has been subjected to annual and special assessments by MetroWest Association in accordance with the Declaration of Covenants recorded in Official Records Book 3759, page 2756, of the Public Records of Orange County, Florida. The MetroWest Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as are set forth in the MetroWest Declaration and the Articles of Incorporation and By-Laws of the MetroWest Association, Inc.

8.2 Lien Rights. MetroWest Association is entitled to a lien upon each Lot for any unpaid assessments under the MetroWest Declaration.

8.3 Association Responsibilities. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, MetroWest Association shall be and is hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by MetroWest Association shall be reimbursed by the Association. The foregoing shall not be deemed to be a limitation on any other rights granted to the MetroWest Association in this Declaration.

ARTICLE IX

OBLIGATIONS OF OWNERS

9.1 Exterior Lot Maintenance.

a) Owner Responsibility. Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Unit, including without limitation the roof, gutters, downspouts and exterior building surfaces and their replacements, the privacy fences defining the courtyards of each unit, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, landscaping maintenance not performed by the Association, and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or installed by Developer as part of the Work. The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the

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work, subject to normal wear and tear that cannot be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested to prevent any damage or loss to other Lots or Units or the Common Areas. An Owner shall be liable for all loss or damage of his failure to promptly perform any maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

An Owner may not cause or permit any material alteration in the exterior appearance of his Lots and Units, including the the color of exterior surfaces of the Unit, without the prior written approval of the A.R.B. Owners shall use only roof materials, paint, and stain colors approved by the A.R.B. when performing repair and maintenance, or when repainting or staining the exterior of their Units.

b) Association Authority. If (i) any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit after reasonable notice from the Association specifying the maintenance or repair items and (ii) not less than seventy-five percent (75%) of the members of the Association's Board of Directors so find after reasonable notice to, and reasonable opportunity to be heard by the Owner affected, then the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense. In the event that the Association fails or refuses to so act, the MetroWest Association following written notice to the Owner and the Association specifying the maintenance or repair item may enter said Lot and perform the necessary maintenance if the Owner or Association does not perform the required work within a reasonable time following receipt of the notice. The cost incurred by either the Association or the MetroWest Association shall be specifically assessed against such Owner's Lot as elsewhere provided in this Declaration.

ARTICLE X

ARCHITECTURAL CONTROL

10.1 Westchester's Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Westchester Architectural Review Board ("ARB"). The ARB shall consist of either three (3) or five (5) members who shall be appointed by and serve at the pleasure of the Developer so long as the Developer owns at least one (1) Lot within Westchester or until such earlier time as Developer, at its option, assigns the right to appoint the ARB members to the Board. Thereafter, the ARB shall consist of either three (3) or five (5) members (at the option of the Board) who shall be appointed by and serve at the pleasure of the Board. Members of the ARB need not be members of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB shall be filled by the Developer so long

as the Developer owns at least one (1) Lot within Westchester and by the Board thereafter.

10.2 Approval required by the ARB. Except for the initial construction of improvements upon any Lot by Developer, no landscaping, improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvements shall be commenced, erected, placed or maintained upon any Lot, if same can be seen from the street, nor shall the exterior colors of the house and trim be changed, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the ARB. All plans and specifications shall be evaluated to (i) assure harmony of external appearance, design, materials, and location in relation to surrounding buildings and topography within the property and to conform with the MetroWest Development guidelines and (ii) protect and conserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of the Legal Documents; and (iv) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community. It shall be the burden of each Owner to supply four sets of completed plans and specifications for any proposed improvement to the ARB. The ARB shall approve or disapprove plans and specifications properly submitted within ten (10) business days of such submission. If approved by the ARB, the Owner shall forward the approved plans and specifications to the MetroWest DRB and the MetroWest DRB shall approve or disapprove plans and specifications within ten (10) business days of receipt of the plans and specifications. Any plans or change or modification to approved plans shall not be deemed approved by the ARB or DRB, unless a written approval is granted by the ARB and the DRB to the Owner submitting same or unless the ARB or DRB fails to approve or disapprove such plans or modifications within ten (10) business days of their proper submission.

10.3 Powers and Duties of the ARB. The ARB shall have the following powers and duties:

a) To require submission to the ARB of four (4) complete sets of all plans and specifications signed by the Owner for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with the provisions hereof.

b) To approve or disapprove any improvements or structure of any kind, including without limitation, any building, fence, wall, swimming

pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted to the Board, and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive as to Association approval.

c) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

10.4 Compensation of ARB. Members of the ARB shall serve without compensation so long as the Developer retains the right to appoint the members of the ARB. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the ARB, and if it elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

10.5 No Liability. The reviews, acceptances, inspections, permissions and approvals required under this Declaration and made by the Developer, Association, MetroWest Association, DRB, or their agents or employees are for the sole purpose of protecting the aesthetic integrity of Westchester and the MetroWest P.U.D. As a result, neither the Developer, Association, MetroWest Association, ARB or their agents or employees express any opinion as to the engineering aspects, structural soundness or advisability of any improvement whether or not approved. Neither the Developer, Association, MetroWest Association, DRB or their agents or employees shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such review, acceptance, inspection, permission, consent, or approval, whether given, granted or withheld by the Developer, MetroWest Association, DRB or their agents or employees.

ARTICLE XI

OPERATION AND EXTENSION

11.1 Effect Upon Platted Lands. From and after the date this Declaration is Recorded, all of the Property shall be held, sold, and conveyed subject to the provisions of this Declaration, which are for the

purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all Persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association, Developer, and each Owner, their respective heirs, successors, and assigns.

ARTICLE XII

UTILITY PROVISIONS

12.1 Water System. The central water supply system provided for the service of Westchester shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by Developer or other supplier thereof and shall maintain and repair all portion of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumption purposes shall be permitted on any Lot.

12.2 Irrigation System. Irrigation, if any, for the Common Areas shall be provided and maintained by the Association. Each Lot shall be provided with an irrigation system, if Developer deems it necessary or desirable, as part of the original improvements installed by Developer. The Lot Owner shall be solely responsible for the maintenance of the system located on and serving his Lot exclusively.

12.3 Sewage System. The central sewage system provided for the service of Westchester shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within Westchester.

12.4 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

12.5 Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

ARTICLE XIII

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

13.1 Utilities. Developer reserves for itself, its successors, assigns and designees, a right of way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas sewer, water lines, drainage ways, or other public conveniences or utilities, on, in and over any area designated as an easement, private street or right-of-way area, or part of the Common Areas on the plat of Westchester and on, in and over a strip of land within each Lot which is not occupied by a structure.

13.2 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer, the Association or the MetroWest Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

13.3 Cable Television or Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the property.

13.4 Easements for Maintenance Purposes. The Developer reserves for itself, the Association and MetroWest Association, their agents, employees, successors or assigns easements, in, on, over and upon each Lot and the Common Areas as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, or other areas, the maintenance of which may be required to be performed by the Developer, Association or MetroWest Association.

13.5 Sidewalks. Developer reserves for itself and the Association, their agents, employees, designees, successors and assignees, an easement in, on, over and upon the property (Exhibit A attached hereto) as shown on the plat of Westchester for construction and installation of, and ingress and egress upon paths, bike paths and/or sidewalks located thereon, if any.

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13.6 Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception of an Owner, this exception shall be binding upon all subsequent Owners of the affected Lots.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Enforcement. The Developer, the Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. The MetroWest Association shall also have the right to enforce the provisions of this Declaration if the Association shall refuse to perform its obligations hereunder, following thirty (30) days written notice to the Association specifying the failure to enforce. In addition, the MetroWest Association has the right to enforce any right specifically granted to it herein. If the MetroWest Association, the Association or Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal documents or of any such rule or regulation against any Owner, other than Developer then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in negotiation, trial and appellate proceedings from such Owner. In no event may such costs and expenses be recovered by an Owner against the Association or Developer, unless otherwise provided by law. If the Association is such a prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Article entitled "Covenant for Assessments". If any Owner or class of Owners is prevailing party against any other Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

14.2 Term and Renewal. The grantee of any deed conveying the Property or any portion thereof shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, until 40 years from the date this Declaration is Recorded, whereupon they automatically shall be extended for successive renewal periods of ten years each, unless seventy-five percent (75%) of the then Owners elect not to reimpose them as evidenced by an instrument executed and Recorded during the six months immediately preceding the beginning of any renewal period.

14.3 Amendment.

a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person willing to make, insure or purchase mortgage loans secured by a Lot; of (ii) to amend this Declaration to cure any ambiguity or error, in this declaration, in or any inconsistency between these provisions and the other Legal Documents or the Plat. Notwithstanding the above, the Developer may not amend this Declaration without the written consent of the MetroWest Association if such amendment would have the effect of waiving, lessening, impairing or otherwise interfering with the scope or enforcement of the rights granted the MetroWest Association by this Declaration. Such consent may not be unreasonably withheld or delayed. Developer shall submit any such amendment to the MetroWest Association and the MetroWest Association shall join in such amendment or issue a written statement explaining the basis of its disapproval within thirty (30) days of receipt of the amendment. If the MetroWest Association shall fail to respond within said thirty (30) day period, its consent shall be deemed to have been given.

b) Owners. Subject to the provisions of paragraphs 14.1 and 14.4, this Declaration may only be amended with the joinder of the MetroWest Association and; (i) on or before 40 years from the date it is Recorded by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than sixty-seven percent (67%) of all Owners; and (ii) thereafter by such instrument signed by not less than sixty percent (60%) of all Owners. No amendment shall be effective until Recorded but the Associations' proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

14.4 Other Approvals. Notwithstanding any provision of the Legal Documents to the contrary, all of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven percent (67%) of the first Mortgages within the Property: (i) alienation or encumbrancing of all or any portion of the Common Area, except as expressly permitted under Article III, paragraph 3.1 (c), of this Declaration; and (ii) amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension" and in paragraph 14.3 of this Article; and (iii) amendment of Articles of Incorporation of the Association; and (iv) the merger, consolidation, or dissolution of the Association. See 14.8 regarding Federal Housing Administration/Veteran's Administration approval.

14.5 Rights of First Mortgagees. Any Firsts Mortgagee and insurers or guarantors of First Mortgages have the following rights:

a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

c) Meetings. to designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Unit encumbered by its First Mortgage; (ii) any 30 day delinquency in the payment of assessments or charges owed by the Owner of any Unit encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

14.6 Provisions Inoperative as to Initial Construction. Provided that the Work has been reviewed and approved by the MetroWest Association, in writing nothing contained in this Declaration shall be interpreted, construed, applied, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work, including:

a) Structures. Erecting, constructing, and maintaining such structures, including one or more model homes, as may be necessary or convenient for conducting Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease, or otherwise.

b) Business. Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the Property in parcels by sale, lease, or otherwise and conducting resales of Lots within the Property, including the operation of one or more sales, business, or construction offices, design centers, model units or any combination.

c) Signs. Maintaining such sign or signs as are necessary, convenient, or desirable in connection with the sale, lease, or other transfer of the Property in parcels.

As used in this paragraph, the term "its successors or assigns" specifically does not include purchasers of Lots improved as completed residences. Developer reserves temporary easements over, across, and through the Common Area for all uses and activities necessary, convenient, or desirable for completing the work, such easements to be exercised so as not to cause any material damage to the Common Area and to expire only when Developer no longer owns any Lot within the Property that is offered for sale in the ordinary course of Developer's business.

14.7 Severability. Invalidation of any particular provision of the Legal Documents by judgement or court order will not affect any other provision, all of which will remain in full force and effect; provided however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effecting Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

14.8 FHA/VA Approval. As long as there is a Class B membership, any amendment to this Declaration of Covenants, Conditions and Restrictions, and dedication of Common Area, or annexation of additional land will require the prior approval of the Federal Housing Administration or the Veteran's Administration.

14.9 Notices. Any notice required to be sent to any member, Owner, or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the public records of Orange County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

14.10 Rights Reserved by MetroWest. MetroWest in the Special Warranty Deeds to Developer which will be granted to Developer as Developer takes down lots within the Westchester plat and which will be recorded in the Official Records Book of the Public Records of Orange County, Florida by which Developer will obtain title to the Property, reserved certain rights and easements. These rights and easements are in addition to those reserved by Developer herein and include a utilities easement, drainage easement, radio and television cable easement, maintenance easement and the right to exercise architectural control and impose use restrictions.

IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

SIGNATURES WITNESSED BY:

WESTCHESTER ASSOCIATION, INC.

Bruce [Signature]
Helen R. [Signature]

By: [Signature]
President

"Developer"

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of May, 1987, by Salvatore Fiorella, President of Westchester Association, Inc. on behalf of the Corporation.

[Signature]
Notary Public, State of Florida, at Large
My Commission Expires: Notary Public, State of Florida At Large
My Commission Expires Dec. 28, 1987
Bonded By SAFECO Insurance Company of America

EXHIBIT A
LEGAL DESCRIPTION
A REPLAT OF TRACT 10, METROWEST
(Lots, Tracts A, G, H, and I)

A portion of a Replat of Tract 10, Metrowest, as recorded in Plat Book 18, Pages 87-89, Public Records of Orange County, Florida, more particularly described as follows: Commencing at the West 1/4 corner of Section 36, Township 22 South, Range 28 East, run N00°01'24"W, a distance of 1,328.24 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 36; thence N89°50'51"E, along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 43.00 feet for a POINT OF BEGINNING; thence continue N89°50'51"E, along said North line and the South line of Westmont Replat, as recorded in Plat Book "O", Page 23, Public Records of Orange County, Florida, a distance of 1,587.00 feet to the Northwest corner of MetroWest Replat, as recorded in Plat Book 16, Pages 115-116, Public Records of Orange County, Florida; thence S00°07'39"E, along the Westerly line of said MetroWest Replat, a distance of 601.14 feet; thence S16°54'04"E, a distance of 542.23 feet to the Southeast corner of Tract G, as recorded in said Plat Book 18, Pages 87-89; thence run along the Southerly line of said Tract G for the following courses and distances; thence S89°50'51"W, a distance of 606.18 feet; thence S41°00'50"W, a distance of 119.51 feet; thence S55°23'25"W, a distance of 72.16 feet; thence S63°36'42"W, a distance of 108.77 feet; thence S77°40'55"W, a distance of 78.13 feet; thence S84°54'14"W, a distance of 70.92 feet; thence S88°18'43"W, a distance of 185.62 feet; thence N87°38'50"W, a distance of 63.80 feet; thence N84°24'17"W, a distance of 63.80 feet; thence N81°09'44"W, a distance of 63.80 feet; thence N77°58'32"W, a distance of 61.60 feet; thence N74°43'59"W, a distance of 66.00 feet; thence N72°19'58"W, a distance of 63.80 feet; thence N64°13'30"W, a distance of 140.00 feet; thence S61°47'18"W, a distance of 38.86 feet to the Southwest corner of said Tract G, said being on the Easterly right-of-way line of Hiwassee Road and also being on a curve, concave Easterly, having a central angle of 12°03'26" and a radius of 1,642.73 feet; thence from a tangent bearing of N12°04'50"W, run Northerly along said right-of-way line and the arc of said curve, a distance of 345.69 feet to the point of tangency; thence N00°01'24"W, a distance of 871.42 feet to the POINT OF BEGINNING

Containing 45.799 acres more or less.

LS01-5.1
SVB/dak
#00971

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**WESTCHESTER
HOMEOWNERS ASSOCIATION, INC.
PROJECTED BUDGET - 160 LOTS**

	ASSOCIATION		PER LOT	
	ANNUALLY	MONTHLY	ANNUALLY	MONTHLY
ADMINISTRATIVE EXPENSES:				
Property Management	11,520	960	72	6.00
Insurance	2,000	167	13	1.04
Property Taxes	660	55	4	.33
Legal Fees	500	42	3	.26
Accounting Fees	250	21	2	.13
Office Expense	<u>250</u>	<u>21</u>	<u>2</u>	<u>.13</u>
TOTAL ADMIN. EXPENSES	15,180	1,265	96	8
 OPERATING EXPENSES:				
Landscape Maintenance	6,000	500	38	3.13
Landscape Extras	500	41	3	.26
Repairs and Maintenance	250	21	2	.13
Utilities - Electric	1,200	100	8	.63
Water and Sewer	<u>600</u>	<u>50</u>	<u>4</u>	<u>.31</u>
TOTAL OPERATING EXPENSES:	8,440	712	55	4
REPLACEMENT RESERVES	250	21	2	.13
METROWEST MASTER ASSN. FEES	8,000	667	50	4.17
TOTAL EXPENSES:	31,980	2,665	200	16

4/6/87

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RECORDED & RECORDED VIDEO

Thomas H. Parker
County Comptroller, Orange Co., FL.

2980622 ORANGE CO. FL.
03:36:40PM 04/11/88

Rec Fee \$	<u>173.00</u>	THOMAS H. LOCKER,
Add Rec \$	<u>22.00</u>	Orange County
Doc Tax \$	<u> </u>	Comptroller
Int Tax \$	<u> </u>	By <u> </u>
Total \$	<u>195.00</u>	Deputy Clerk

083971 PG4681

DECLARATIONS OF COVENANTS AND RESTRICTIONS

FOR

WESTCHESTER ASSOCIATION AT METROWEST

Return to:
Arnold, Matheny & Eagan

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTCHESTER ASSOCIATION AT METROWEST

I N D E X

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SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTCHESTER ASSOCIATION
AT METROWEST

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS for the Westchester Association at MetroWest ("Declaration") is made on November , 1987, by LeCesse Corp. of Grosvenor Park, a Florida Corporation, hereinafter referred to as "DEVELOPER" and Debra, Inc. a Florida Corporation, hereinafter referred to as "DEBRA".

Preliminary Statement

ARTICLE I

INTRODUCTIONS, DEFINITIONS AND CONSTRUCTION

DEVELOPER had previously recorded a Declaration of Covenants and Restrictions for Westchester which was recorded on May 28, 1987 in O.R. Book 3890, Page 2571 of the Public Records of Orange County, Florida "(Previous Declaration)". Developer now desires to amend, supplement and replace the Previous Declaration by the recordation of this Declaration.

DEVELOPER and Debra are the owners of the real property located in Orange County, Florida, referred to in this document as "Westchester" or the "Property" and more particularly described as Lots 1-94, inclusive, of A Replat of Tract 10, MetroWest, according to the Plat thereof, recorded in Plat Book 18, Pages 87, 88 and 89 of Orange County, Florida. Developer and Debra, by the execution and recordation of this declaration, hereby supplement and replace the Previous Declaration and hereby restrict the use of the Property as hereinafter provided, and declare that the Property and all portions thereof (except to the extent specifically exempted herein), shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer and Debra are imposing for the benefit of all owners of the Property or portions thereof in Westchester for the purpose of preserving the value and maintaining the desirability of the Property.

WESTCHESTER is encumbered by the Master Declaration of Protective Covenants and Restrictions for MetroWest, which was recorded in the Public Records of Orange County, Florida, in Official Record Book 3759, Page 2756, on March 13, 1986 (the "Master Declaration"). The MetroWest Master Association, Inc.(the "Master Association") is responsible for the maintenance and upkeep of the "Master Common Areas" (as defined in the Master Declaration) in MetroWest, and for maintaining architectural controls throughout Metro West. Each Lot within Westchester is subject to annual and special assessments imposed by the Master Association for the purposes established in the MetroWest Documentation. The various control and assessment rights of the Master Association are described in the Master Declaration. Wherever the provisions of this Declaration are in conflict with the Master Declaration, the provisions of the Master Declaration shall be considered superior to and shall overrule this Declaration.

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

1.1 "A.R.B." means the Architectural Review Board established by the Association.

1.2 "Association" means Westchester Association at MetroWest, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.3 "Board" or "Board of Directors" means the Association's Board of Directors.

1.4 "Common Area" means all property or easements from time-to-time maintained by the Association for the common use, benefit and enjoyment of all Owners. The Common Area initially consists of the easement, reserved over LOT 88 and that portion of Tract H, all as described and depicted on Exhibit "A" attached to this Declaration and incorporated herein by this reference, to construct and maintain a fence or wall, sign and landscaping identifying Westchester, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.5 "Debra" means Debra, Inc., a Florida Corporation, the developer of MetroWest.

1.6 "Developer" means LeCesse Corp. of Grosvenor Park, a Florida corporation, its successors and assigns.

1.7 "Law" includes, without limitation, any statute, ordinance, rule, regulation, or order validly created, promulgated, adopted, or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.8 "Legal Documents" means the legal documentation for Westchester consisting of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing now or hereafter made. The foregoing are individually and collectively called the legal Documents in this Declaration. Unless the context expressly requires otherwise, the words defined below whenever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, shall have the following meanings:

a) "Declaration" means this Supplemental Declaration of Covenants and Restrictions for Westchester and any supplemental declarations made in accordance herewith, as amended from time-to-time.

b) "Articles" means the Articles of Incorporation of the Association, as may be amended from time-to-time.

c) "By-Laws" means the By-Laws of the Association, as may be amended from time-to-time.

1.9 "Limited Common Area" means that portion of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time) within the area bounded by the extension of the side Lot lines together with any portion of the Property contiguous to the Lot which, as a result of the natural configuration of the Property or the initial landscaping to be installed by the Developer, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

1.10 "Lot" means any plot of land shown on the Plat or any subsequently recorded subdivision plat of the Property, which is designated thereon as a lot or which is or intended to be improved with a residential dwelling unit, ("Dwelling Unit") but excluding the Common Area and any areas dedicated to public use.

1.11 "Master Association" means the MetroWest Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Owners are not members of the Master Association, but the Association is a member with the voting rights described in Section 3.08 of the Master Declaration.

1.12 "Master Documentation" means the legal documentation relating to the Master Association consisting of the Master Association's Articles of Incorporation and By-Laws and the Master Declaration.

1.13 "Member" means each Owner as provided in Article 1.16 hereof.

1.14 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien upon any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgment, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.15 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person.

1.16 "Owner" means the record owner other than Developer, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any other Person holding an interest merely as security for the performance of an obligation. Developer is an Owner as to each Lot titled in the name of the Developer and each Lot which is subject to a valid contract to purchase from Debra.

1.17 "Person" means any natural person or artificial entity having legal capacity.

1.18 "Plat" means that subdivision plat recorded in Plat Book 18, pages 87 through 89 of the Official Public Records of Orange County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.19 "Recorded" means filed for record in the Public Records of Orange County, Florida.

1.20 "Regulations" means any rules and regulations regarding the use of the Property or any part thereof duly adopted by the Association in accordance with the Legal Documents.

1.21 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.22 "Unit" means a single family dwelling located on a Lot as shown on the Plat.

1.23 "Interpretation" means unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will," "must," and "should" has the same effect as the use of the term "shall". Wherever any time period is measured in days, "days" means consecutive calendar days, and, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be intended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. Unless the context expressly requires otherwise, the terms "Common Area," "Lot," and "Property" means all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

ARTICLE II

PLAN FOR DEVELOPMENT OF THE WESTCHESTER NEIGHBORHOOD

2.1 The Master Declaration. Westchester is an integral part of the approximate 1,800 acre development located within the City limits of the City of Orlando, being developed by Debra and known as MetroWest. In order to effectuate the orderly development of MetroWest and to establish, protect and preserve the quality of MetroWest as a whole, Debra has recorded the Master Declaration which encumbers, or will encumber, all real property in MetroWest.

2.2 Property Designation. All of the Property is encumbered by the Master Declaration and this Declaration.

2.3 Annexation of Adjacent Property. The Developer has contracted with Debra to purchase real property which is contiguous with the Property but which has not been platted (the "Adjacent Property"), which is described as Tract G of a Replat of Tract 10, MetroWest, according to the plat thereof, recorded in Plat Book 18, Pages 87, 88 and 89, Public Records of Orange County, Florida consisting of approximately 66 lots. If the Developer does purchase the Adjacent Property, or individual Lots therein, the Developer (and Debra, if appropriate), from time to time, may commit the Lots in the Adjacent Property to the terms of this Declaration and bring such property within the jurisdiction of the Association subject to the approval of the FHA and VA. The annexation of all or a portion of the Adjacent Property authorized under this section, shall be made by the Developer and Debra filing of record a supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") with respect to such Adjacent Property which shall extend the scheme of the covenants and restrictions of this Declaration to such property; and such Supplementary Declaration may contain such complimentary additions as Developer may determine to be necessary to reflect the different character, if any, of such Adjacent Property and which are not inconsistent with the scheme of this Declaration.

The Developer specifically reserves the right, in its discretion, to establish separate homeowners' associations with respect to any portion of the Adjacent Property and to impose additional covenants and restrictions with respect to all or any portion of the Adjacent Property and such action by the Developer shall not preclude the Adjacent Property affected thereby from being annexed and brought within the jurisdiction of the Association as provided herein. All of the above shall be subject to compliance with the regulations of the City of Orlando, Florida and with the Master Declaration.

ARTICLE III

PROPERTY RIGHTS

3.1 Title to Common Areas and Owner's Easements of Enjoyment. By the recordation of this Declaration, the Developer and Debra dedicate to the Association the easements over and to the Common Area. Fee Simple Title to the Common Area shall be vested in owner of Lot 88 and Tract H, respectively. The Association has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to and passes with the title to said Lot 88 and Tract H to the extent they are encumbered by Exhibit A.

3.2 Westchester Roadways. The roadways and right-of-ways, designated on the Plat as Tract A have been dedicated to the public. The non-paved areas of the right-of-ways shall be maintained by the individual Lot Owners as Limited Common Areas as provided in Paragraph 3.6 of this Article.

3.3 Sidewalks. Each Owner shall have a non exclusive easement in common with others for the use and enjoyment of the paths and sidewalks, if any, located within the Property for ingress and egress throughout the Property. No improvements of any kind will be constructed or placed upon sidewalks, paths, or easement areas shown on the Plat and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association. In addition to the sidewalk easements shown on the Plat, each Lot shall be subject to a non exclusive easement in common with others for ingress and egress across the front lot line to a depth of five (5) feet for the installation, maintenance, and use of sidewalks.

3.4 Easements. There are perpetual appurtenant easements between each Lot and the adjacent Lots, for (i) the maintenance, repair, and reconstruction of landscaped areas, roofs, exterior walls or party walls, and other improvements for the benefit of those Persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction as provided in this Declaration; (ii) lateral and subjacent support; (iii) overhanging roofs and eaves, driveways, and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; and (vi) the drainage of ground and surface waters in the manner established by Developer as part of the Work.

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To the extent not inconsistent with this Declaration, the general rules of law apply to the foregoing easements. The extent of such easements for maintenance, drainage, and support, is that reasonably necessary to effectuate their respective purposes. The easements for overhanging roofs and eaves, driveways, and other improvements installed by Developer and their replacements extend to the areas affected by such improvements as originally installed by Developer. The easements of encroachment extend to a distance of not more than six (6) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner or the Association. There may also be reciprocal appurtenant easements between Lots for the installation, maintenance, repair, and replacement of any utility installations (including any television or radio cables and appurtenances) servicing more than one Lot; but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot. Entry into any improvement is authorized only with the consent of its Owner and occupant, unless an extreme emergency such as a fire exists, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

3.5 Adjacent Owner's Use Easement. Developer reserves the right to create easement areas on adjacent Lots for the use and quiet enjoyment of the adjoining Owner's Lot. Developer shall with each Deed of conveyance to an Owner, show by a survey the area reserved for the easement of use and quiet enjoyment by the adjacent Owner. The easement areas shall be established to run between adjacent Lots along the walls of the adjoining building to permit the maximum utilization of the space between structures for the benefit of the adjoining Lot. The Owner of the Lot, upon which an easement of use and quiet enjoyment is granted to an adjacent Owner, shall have access to the easement area for the purposes of maintaining his structure and improvements thereon. The responsibility for maintaining the fences to be constructed along the easement areas separating the area of use and quiet enjoyment from the balance of the Lot shall be the responsibility of Lot Owner upon whose Lot the fence is constructed. No permanent or temporary structures shall be erected or trees planted within this easement of use and quiet enjoyment area without the Owner's written authorization. Notwithstanding the foregoing, this easement area may be decoratively landscaped with low growing plants and shrubs not to exceed four feet in height. The maintenance responsibility of this easement for use and quiet enjoyment area, including the care, pruning, mowing and fertilizing of all plants, shrubs and grass planted thereon, shall be that of the adjacent Lot Owner for whose benefit the easement is granted. The failure of either Lot Owner to fulfill the maintenance obligations prescribed herein shall be enforceable by the Association including the right of the Association to impose a lien upon said defaulting party's Lot as otherwise authorized herein.

3.6 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Limited Common Areas and the rights and easements reserved and granted under this Article, including, but not limited to, the right to locate or relocate roads, paths, walkways and sidewalks within the Limited Common Areas. The Owner shall not place or erect any structure within the Limited Common Area.

3.7 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, and other easements shown on the Plat. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to the easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon the easement areas nor alter the flow of drainage nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements or structures on the easement areas shown on the Plat or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or structures or landscape items upon written request of Developer, the Association or the grantee of the easement. Additional easements may be granted by the Association for Utility purposes as provided in Paragraph 3.4 of this Article.

3.8 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Limited Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Limited Common Area

3.9 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area and Limited Common Area to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation to invitees is subject to the Association's rules and regulations.

3.10 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. In no event does the benefit of any such easement extend to the general public.

3.11 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Area and Limited Common Area, except as expressly enumerated in this Declaration. Without limitation, no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

3.12 Platting and Subdivision Restrictions. Subject to the restrictions contained in the Master Declaration, Developer may from time to time plat or replat all or any part of the Property.

ARTICLE IV

USE RESTRICTIONS

4.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes or temporary construction offices by the Developer during the development and sale of Westchester and the Adjacent Property. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

4.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the A.R.B. No tents, trailers, tanks, shacks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer and the Association.

4.3 Landscaping. The native vegetation and natural style landscaping installed by Developer as part of the Work shall be retained and nurtured. No significant additional planting or significant removal of the lawn or natural vegetation is permitted that will alter the natural style of landscaping installed by the Developer. No living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.B. No artificial grass, plants or other vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to remain on any Lot or Limited Common Area.

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4.4 Fences. Except as originally provided by the Developer, or as approved by the Developer or the A.R.B. to provide visual and acoustical privacy, no fence, wall or other barrier shall be constructed upon any Lot.

4.5 Set-Back Lines. Developer has established set back lines of 20 to 25 feet in front and 20 feet in the rear. To assure that location of dwellings will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself the right to control and decide the precise site and location of any dwelling or other structure upon all Lots. Each structure in Westchester shall be setback at least six (6) feet from each side lot line. This restriction shall not prohibit construction by the Developer of privacy walls or fences connecting dwelling units.

4.6 Motor Vehicles and Boats. No boats, recreational vehicles or other motor vehicles, except four wheel passenger vehicles shall be placed, parked or stored upon any Lot unless approved by the Board, nor shall any maintenance or repair be performed upon any motor vehicle upon any Lot, except within a building where totally isolated from public view. All motor vehicles must be parked in garages or driveways from the end of each day until the following morning. Commercial vehicles shall not be parked within public view on a regular basis.

4.7 Unit Restrictions. Following completion of the Work, an Owner may not cause or permit, without the prior written approval of the A.R.B. any additional alteration, modification, renovation or reconstruction (including the installation of window air conditioners) to be made to the structural components, roof, or exterior of his Unit, including driveways and parking areas, except as provided in this Declaration. Notwithstanding the foregoing, an Owner shall replace broken windows, screens and doors with replacements of the same style and equal or greater quality as originally installed as part of the Work. No garage shall be permanently enclosed or converted to another use. No carports shall be permitted, and all garages shall contain at least 180 square feet of usable space appropriate for the parking of automobiles.

4.8 Garage Doors. It is understood that due to the nature of the Units in the Westchester Neighborhood that openings for garages and the garage doors will be viewable from the street. In order to provide for the common welfare and to maintain the aesthetic values of the Westchester Neighborhood, all garage doors shall be maintained in a useful condition and kept closed at all times, except when entering or exiting the garage. Additionally, garage doors may be open during periods when the garage is being utilized because of yard work or related usage. At all other times garage doors in the Westchester Neighborhood are required to be closed.

4.9 Antennas. No aerial, antenna, or satellite dishes shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Westchester. Antennas or satellite dishes shall be built into the attic space of the home. The A.R.B. will consider the approval of antennas or satellite dishes in the back of the Lot if they are unable to be seen from the street.

4.10 Animals and Rubbish. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of domesticated dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and that such pets are neither dangerous nor a nuisance to the residents of the Association. In the event of dispute as to the reasonableness of the number of such cats, dogs, or household pets kept upon the Properties, the decision of the Board of Directors of the Association shall be final. Dogs shall be kept on a leash when outside and all pets shall be kept under the Homeowner's control at all times. All pets are prohibited from the recreational facilities, if any, located on the Common Area. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's Regulations.

4.11 Sewage Disposal and Water Service. All water and sewage facilities and service to the Property shall be supplied by means of the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structures to be built. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the marshlands or lakes. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the sewer system or directly into the marshlands or lakes. Orlando Utilities Commission or its successors or assigns and the City of Orlando has nonexclusive perpetual easements, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

4.12 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved in writing as to size and design and in accordance with criteria established by the A.R.B.

4.13 Wetlands; Maintenance Easement. Only Debra or the Master Association shall have the right to pump or otherwise remove any water from any lake or other wetlands (the "Lakes") if any, within the Property for the purpose of irrigation or other use. Debra and the Master Association (after assignment of such right to the Master Association) shall have the sole and absolute right to control the water level of the Lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in the Lakes. Debra and the Master Association are solely responsible for preserving the water quality of the Lakes. The cost of manual or mechanical removal of trash, debris and undesirable plants shall be the responsibility of the Master Association. In the event that the Master Association fails or refuses to properly maintain the Lakes, the Association following written notice to the Master Association specifying the maintenance needed may seek appropriate legal action to enforce the necessary maintenance if the Master Association does not perform the required work within a reasonable period following receipt of the notice. No

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gas or diesel driven boat shall be permitted to be operated on the Lakes. Lots who now are, or may hereafter be, adjacent to the Lakes (the "Lake Lots") shall be maintained so that the grass, planting or other lateral support shall prevent erosion of the embankment adjacent to the Lakes. The height, grade and contour of the embankment shall not be changed without the prior written consent of the Master Association. If the Owner of any Lake Lot fails to maintain the embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Association or Master Association, shall have the right, but not the obligation, to enter upon any such Lake Lot to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lake Lot. Title to any Lake Lot does not include ownership of any portion of any Lake bed or surface waters, which subject to applicable laws, shall remain the property of Debra, its successors or assigns. No docks or other structures shall be constructed on such embankments unless and until same shall have been approved in writing by the Master Association and the Association. No bulkheads shall be permitted to be constructed without the prior written consent of the Master Association and the Association. The Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of the lakes within Westchester by Owners. The Master Association shall have the right to deny such use to any person who in the opinion of the Master Association may create or participate in the disturbance or nuisance on any part of the surface waters of the Lakes.

4.14 General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

a) Obstructions. There shall be no obstruction of the Common or Limited Common Areas, nor shall anything be kept or stored on the Common or Limited Common Areas.

b) Alterations. Nothing shall be altered or constructed upon, or removed from, the Common or Limited Common Areas.

c) Activities. No activity is permitted in or upon the Common or Limited Common Areas, except those for which the Common or Limited Common Areas are from time to time suitably improved.

d) Wetlands. No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or upon any stream, pond, lake, marsh or other wetlands situated upon the Property, except as permitted by the Association. Without limitation, the Association from time to time may prohibit any and all uses and activities in, upon, and about any such wetland.

4.15 Rules and Regulations. No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's Regulations for the use of the Property. All Owners and other Persons occupying any Lot, and their invitees, at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any

activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same. Without limitation, any rule or regulation will be deemed "issued" when posted conspicuously at such convenient location within the Property as the Association may from time to time designate.

4.16 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall, repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

During reconstruction upon any Lot after destruction of the original improvements installed by Developer, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any property other than the Lot on which construction is preceding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubble receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

4.17 Lighting. No external lighting shall be installed without the prior written approval of the A.R.B. No lighting shall be permitted which alters the residential character of the Property.

4.18 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance and upkeep of the driveway serving his Lot.

4.19 Mail Boxes and Posts. Developer may, at its option, install individual mail boxes and wooden posts by the street in front of each residence. If such mail boxes and posts are installed the Association may, at its option, maintain the mail box or posts.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.1 Membership and Voting Rights. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. In the event that all or a portion of the Adjacent

Property is added to the Property as provided herein under Article II, each Owner within such Adjacent Property shall become a Member of the Association and will be subject to assessment therefrom and shall be entitled to vote as a Class A Member.

5.2 Classification. The Association shall have two (2) classes of voting membership:

a) Class A. All Owners shall be Members, and shall be entitled to one vote for each Lot owned; provided, however, that the Developer shall not be a Class A Member unless and until seventy five percent (75%) of the total lots contemplated in the Property and the Adjacent Property are owned by Owners other than Developer or Debra.

b) Class B. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot, the title to which is held by the Developer or Debra. The Class B membership shall cease and be converted to Class A membership at such time as seventy-five percent (75%) of all Lots in Westchester shall have recorded ownership by Owners other than Developer or on January 1, 1995, whichever occurs first.

5.3 Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are Members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

5.4 "Extraordinary Action". The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of two-thirds (2/3) of each class of Members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a Member of the Association.

5.5 Notice and Quorum. Wherever any provision of this Declaration requires any Extraordinary Action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than 30 days, nor more than 60 days, in advance of such meeting, setting forth its purpose. Notice of all other meetings must be given at least 15 days in advance to each Member. The presence in person or by proxy, of Members entitled to cast at least one-half ($\frac{1}{2}$) of the votes of each then

existing class of membership constitutes a quorum. If the required quorum is not present or represented, the Members entitled to vote shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Proxies must be registered with the Secretary of the Association prior to Members meetings. No Owner other than Developer may hold more than five (5) proxies.

5.6 Amplification. The provisions of this Article are amplified by the Association's Articles and By-Laws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration, on the one hand, and the Articles and By-Laws on the other, be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1 The Common Area.

a) Maintenance and Repair. Subject to the rights and obligations of the Developer and the Owners, as set forth in this Declaration and the rights of the Master Association set forth herein, the Association has exclusive management and control of the Common Area, and all its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association shall have an easement over the West 6' of Lot 88 of Westchester for purposes of performing the maintenance and repair obligations hereunder. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work.

b) Insurance. The Association shall carry public liability insurance in the amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

6.2 Exterior Lot Maintenance

a) Landscaping Maintenance. The Association shall provide maintenance, including mowing, fertilizing and pest control for all grassed and landscaping areas as originally installed by Developer which are on the

West side of the wall, located and described on Exhibit "A" attached hereto and made a part hereof or which maybe hereafter added to the Property. The Owner of Lot 88 shall provide maintenance including mowing, fertilizing and pest control for all grass areas on the East side of the wall installed by Developer, including the area within the arc of the wall. The Association shall perform all landscaping maintenance and replacements in a manner that will preserve the natural style of landscaping originally installed by Developer as part of the Work. The Association and its employees, contractors or agents shall have an easement over and across all Lots as shall be necessary or convenient to provide the landscaping maintenance herein described.

b) Other Maintenance. In the event an Owner of any Lot in the Property shall fail to maintain the exterior of his Lot and Unit in a manner satisfactory to the Board of Directors, after reasonable notice specifying the maintenance or repair item, the Association after approval by not less than a majority of the members of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the Unit and any other improvements erected thereon. In the event that the Association fails or refuses to so act, the Master Association following written notice to the Owner and the Association specifying the maintenance or repair item may enter said Lot and perform the necessary maintenances if the Owner or Association does not perform the required work within a reasonable period following receipt of notice. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, and shall become due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association and the Master Association. Additionally, all unpaid costs and interest shall be a lien against the Lot and the personal obligation of the Owner of the Lot in the same manner as herein provided for other assessments of the Association and the Master Association.

6.3 Services. The Association may obtain and pay for the services of any Person, including the Master Association, to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations. The Association may contract with others to furnish landscaping maintenance, insurance coverage, building maintenance, termite and pest control or any otherwise herein required to be performed or provided by the Owners; provided, however, (i) only those Lots whose Owners have requested such service shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained. Nothing herein shall be deemed to require the Association to provide such services.

6.4 Personal Property. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and By-Laws.

6.5 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of the Directors, or may be amended or rescinded by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. No rule, regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, of any restriction imposed on the Property by this Declaration without the written approval of the Developer and the Master Association. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person or through representatives of such Owner's choosing.

6.6 Implied Rights. The Association may exercise any other right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

6.7 Restriction on Capital Improvements. All capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the Common Area, must be approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

6.8 Access by Association and Master Association. The Association and the Master Association have a right of entry on to the exterior of each Lot and Unit located thereon to the extent reasonably necessary to discharge its duties of exterior maintenance, or for any other purpose reasonably related to the performance of any duty imposed, or exercise of any right granted, by the Legal Documents or the Master Documentation. Such right of entry must be exercised in a peaceful and reasonable manner at a reasonable time and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by Law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area

or any Unit. No Owner shall arbitrarily withhold consent for entry by Association or the Master Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful manner. The Association's and the Master Association's right of entry may be exercised by their agents employees, contractors, and managers, and by the agents or employees.

ARTICLE VII

COVENANTS FOR ASSESSMENTS

7.1 Assessments Established. For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- a) An Annual Assessment, as defined in paragraph 7.2 of this Article; and
- b) An Annual Assessment, as defined in the Master Declaration Covenants;
and
- c) Special Common Area assessments, as defined in paragraph 7.4 of this Article; and
- d) Specific assessments against any particular Lot that is established pursuant to any provisions of the Legal Documents, as provided in paragraph 7.11 of this Article; and
- e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, is the personal obligation of the Person who was the Owner of such Lot when such assessment became due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, unless expressly assumed by such successor in writing. Mortgagees shall not be required to collect assessments and failure to pay an assessment by Mortgagee shall not constitute a default under this declaration.

7.2 Purpose of Assessments. The annual assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement,

and improvement of the Common Area. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

a) the operation, management, maintenance, repair, servicing renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision thereof; and

b) all general activities and expenses of the Association incurred in the administration of the powers and duties granted hereunder and pursuant to the Law; and

c) Payment of Assessments imposed by the Master Association, pursuant to the Master Declaration.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per year, per lot. An amount equal to the balance due for the remaining of the year (through December 31st) will be collected in advance at closing, plus a proration of the assessment for the month of closing. In addition, an amount equal to one-fourth ($\frac{1}{4}$) of the yearly assessment will be collected at closing to be used to establish a capital contribution fund.

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors annually by an amount not to exceed an increase greater than fifteen percent (15%) of the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds ($\frac{2}{3}$) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The board of Directors may fix the annual assessment in accordance with paragraphs (a) and (b) above.

7.4 Special Assessments for Capital Improvements.

a) In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the maintenance responsibilities of the Association, the cost of any acquisition of Common Area, and the cost of construction, reconstruction, repair or replacement of any capital improvements upon the Common Area including fixtures and personal property related thereto; provided that any such assessment shall

have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

b) Reserves. The Association may include within the annual assessment amount (but not be limited by the matters for which reserves may be collected as hereafter stated), sums to be collected as reserves for replacement of storm sewers, underdrains for storm water retention, streets, roofs, recreational facilities and painting. Such reserve amounts will be in the discretion of and will be based on a schedule approved and prepared by the Board of Directors on an annual basis. Such schedule of reserve amounts shall be based on the cost of the improvements and their estimated life. This section shall not abrogate, modify, amend or supersede the provisions of any other section of this Article.

7.5 Notice and Quorum for Any Action Authorized Under Sections 7.3 and 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 or 7.4 shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Uniform Rate of Assessment. Except as otherwise provided in Section 7-4 of this article and in Article VI, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance or from time to time as the Board of Directors of the Association, in its discretion, may decide. However, Developer may elect not to pay the Association's annual or special assessment dues upon unsold Lots owned by the Developer or under contract from Debra, for so long as Developer shall obligate itself to pay all expenses incurred by the Association in excess of the amounts produced from the assessments.

7.7 Date of Commencement of Annual Assessment: Due Date. The annual assessments provided for herein shall commence as to all Lots for which a closing to a third party has occurred, as provided herein. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. In the event the Board of Directors fails to fix the annual assessment, such annual assessment for the succeeding year shall, at a minimum, equal the annual assessment for the previous year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth when the assessments on a specified Lot or Dwelling Unit have been paid. A properly executed certificate of the Association as to the status of assessments on the Lot is binding upon the Association as of the date of its issuance.

7.8 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be subject to a late charge of Ten Dollars (\$10) per month or 10% of the amount due, whichever is greater. Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against that particular Lot. In either event, the delinquent Owner shall be liable to the Association for all costs and reasonable attorneys' fees incurred in connection with such a suit of foreclosure. If any installment of an assessment remains unpaid thirty (30) days after it shall become due, the Board of Directors may declare the entire assessment as to that delinquent Owner due and payable in full as if the entire amount was originally assessed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

7.9 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

7.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.11 Specific Assessments of the Master Association. Any and all accrued indebtedness of any Owner or the Association to the Master Association arising under any provisions of the Legal Documents, or because of any act or omission of the Owner or any occupant of such Owner's Lot or the Association or arising by reason of any Owner's failure to properly maintain the exterior of his Lot or the Association's failure to properly maintain the Common Areas, also may be assessed by the Master Association against such Owner's Lot or the Common Areas after such Owner or the Association fails to pay it when due and such default continues for thirty (30) days after written notice.

ARTICLE VIII

MASTER ASSOCIATION AND ASSESSMENTS

8.1 Master Association, Inc. Upon acceptance of a deed to a Lot, each Owner acknowledges that the Association shall be a member of the Master Association and that no individual Lot Owner shall be entitled to any

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membership rights in the Master Association. Each Lot within Westchester has been subjected to annual and special assessments by Master Association in accordance with the Master Declaration. The Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as are set forth in the Master Declaration and the Articles of Incorporation and By-Laws of the Master Association. Lots within Westchester are subject to the use restrictions as contained in the Master Declaration. In the event of a conflict between the Master Declaration and this Declaration, the provisions of the Master Documentation shall control.

8.2 Lien Rights. The Master Association is entitled to a lien upon each Lot for its prorata share of any unpaid assessments under the Master Declaration.

8.3 Association Responsibilities. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, Master Association shall be and is hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by Master Association shall be reimbursed by the Association. The foregoing shall not be deemed to be a limitation on any other rights granted to the Master Association in this Declaration.

ARTICLE IX

OBLIGATIONS OF OWNERS

9.1 Exterior Lot Maintenance.

a) Owner Responsibility. Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Unit, including without limitation the roof, gutters, downspouts and exterior building surfaces and their replacements, the privacy fences defining the courtyards and yards of each Unit, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, landscaping maintenance not performed by the Association, and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or installed by Developer as part of The Work. The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of The Work, subject to normal wear and tear that cannot be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested to prevent any damage or loss to other Lots or Units or the Common Areas. An Owner shall be liable for all loss or damage of his failure to promptly perform any maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

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b) A.R.B. Approval

An Owner may not cause or permit any material alteration in the exterior appearance of his Lots and Units, including the color of exterior surfaces of the Unit, without the prior written approval of the A.R.B. Owners shall use only roof materials, paint, and stain colors approved by the A.R.B. when performing repair and maintenance, or when repainting or staining the exterior of their Units.

ARTICLE X

ARCHITECTURAL CONTROL

10.1 Westchester's Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the A.R.B. The A.R.B. shall consist of either three (3) or five (5) members who shall be appointed by and serve at the pleasure of the Developer so long as the Developer owns at least one (1) Lot within Westchester or until such earlier time as Developer, at its option, assigns the right to appoint the A.R.B. members to the Board. Thereafter, the A.R.B. shall consist of either three (3) or five (5) members (at the option of the Board) who shall be appointed by and serve at the pleasure of the Board. Members of the A.R.B. need not be members of the Association. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting of the A.R.B. and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the A.R.B.. Any vacancy occurring on the A.R.B. shall be filled by the Developer so long as the Developer owns at least one (1) Lot within Westchester and by the Board thereafter.

10.2 Approval required by the A.R.B. Except for the initial construction of improvements upon any Lot by Developer, no landscaping, improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvements shall be commenced, erected, placed or maintained upon any Lot, if same can be seen from the street, nor shall the exterior colors of the house and trim be changed, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the A.R.B. All plans and specifications shall be evaluated to (i) assure harmony of external appearance, design, materials, and location in relation to surrounding buildings and topography within the property and to conform with the MetroWest Development Guidelines as provided on Paragraph 5.4.3. of the Master Declaration and (ii) protect and conserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of the Legal Documents; and (iv) be in the best interests of all Owners in

maintaining the value and desirability of the Property as a residential community. It shall be the burden of each Owner to supply four sets of completed plans and specifications for any proposed improvement to the A.R.B. The A.R.B. shall approve or disapprove plans and specifications properly submitted within ten (10) business days of such submission. If approved by the A.R.B., the Owner shall forward the approved plans and specifications to the MetroWest Development Review Board ("D.R.B.") and the D.R.B. shall approve or disapprove plans and specifications within ten (10) business days of receipt of the plans and specifications. Any plans or change or modification to approved plans shall not be deemed approved by the A.R.B. or D.R.B., unless a written approval is granted by the A.R.B. and the D.R.B. to the Owner submitting same or unless the A.R.B. or DRB fails to approve or disapprove such plans or modifications within ten (10) business days of their proper submission.

10.3 Powers and Duties of the A.R.B. The A.R.B. shall have the following powers and duties:

a) To require submission to the A.R.B. of four (4) complete sets of all plans and specifications signed by the Owner for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The A.R.B. may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the A.R.B. to completely evaluate the proposed structure or improvement in accordance with the provisions hereof.

b) To approve or disapprove any improvements or structure of any kind, including without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the A.R.B. shall be submitted to the Board, and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the A.R.B. shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive as to Association approval.

c) To adopt a schedule of reasonable fees for processing requests for A.R.B. approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the A.R.B..

d) The A.R.B. shall also have the right to assign all or a portion of its powers and duties herein to the D.R.B.

10.4 Compensation of A.R.B. Members of the A.R.B. shall serve without compensation so long as the Developer retains the right to appoint the members of the A.R.B. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the A.R.B., and if it elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

10.5 No Liability. The reviews, acceptances, inspections, permissions and approvals required under this Declaration and made by the Developer, Association, Master Association, D.R.B. or their agents or employees are for the sole purpose of protecting the aesthetic integrity of Westchester and MetroWest. As a result, neither the Developer, Association, Master Association, A.R.B. or their agents or employees express any opinion as to the engineering aspects, structural soundness or advisability of any improvement whether or not approved. Neither the Developer, Association, Master Association, D.R.B. or their agents or employees shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such review, acceptance, inspection, permission, consent, or approval, whether given, granted or withheld by the Developer, Master Association, D.R.B. or their agents or employees.

ARTICLE XI

OPERATION AND EXTENSION

11.1 Effect Upon Platted Lands. From and after the date this Declaration is Recorded, all of the Property shall be held, sold, and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all Persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association, Developer, and each Owner, their respective heirs, successors, and assigns.

ARTICLE XII

UTILITY PROVISIONS

12.1 Water System. The central water supply system provided for the service of Westchester shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established by the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumption purposes shall be permitted on any Lot.

12.2 Irrigation System. Irrigation, if any, for the Common Areas shall be provided and maintained by the Association. Each Lot shall be provided with an irrigation system, if Developer deems it necessary or desirable, as part of the original improvements installed by Developer. The Lot Owner shall be solely responsible for the maintenance of the system located on and serving his Lot exclusively.

12.3 Sewage System. The central sewage system provided for the service of Westchester shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within Westchester.

12.4 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

12.5 Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

ARTICLE XIII

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

13.1 Utilities. Developer reserves for itself, its successors, assigns and designees, a right of way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas sewer, water lines, drainage ways, or other public conveniences or utilities, on, in and over any area designated as an easement, private street or right-of-way area, or part of the Common Areas on the plat of Westchester and on, in and over a strip of land within each Lot which is not occupied by a structure in a reasonable manner so as not to materially affect the value of the Lot.

13.2 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer, the Association or the Master Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable

standards of health and appearance but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

13.3 Cable Television or Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the property.

13.4 Easements for Maintenance Purposes. The Developer reserves for itself, the Association and Master Association, their agents, employees, successors or assigns easements, in, on, over and upon each Lot and the Common Areas as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, or other areas, the maintenance of which may be required to be performed by the Developer, Association or Master Association.

13.5 Sidewalks. Developer reserves for itself and the Association, their agents, employees, designees, successors and assignees, an easement in, on, over and upon the property (Exhibit A attached hereto) as shown on the plat of Westchester for construction and installation of, and ingress and egress upon paths, bike paths and/or sidewalks located thereon, if any.

13.6 Easement for Encroachments. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any easement area is a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement, Developer reserves for itself the Master Association, the Association, and the Owners of the Lot involved, an easement for encroachment.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Enforcement. The Developer, the Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. The Master Association shall also have the right to enforce the provisions of this Declaration if the Association shall refuse to perform its obligations

hereunder, following thirty (30) days written notice to the Association specifying the failure to enforce. In addition, the Master Association has the right to enforce any right specifically granted to it herein. If the Master Association, the Association or Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents or of any such rule or regulation against any Owner, other than Developer then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in negotiation, trial and appellate proceedings from such Owner. In no event may such costs and expenses be recovered by an Owner against the Association or Developer, unless otherwise provided by law. If the Association is such a prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Article entitled "Covenant for Assessments". If any Owner or class of Owners is prevailing party against any other Owner or Class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

14.2 Term and Renewal. The grantee of any deed conveying the Property or any portion thereof shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, until 40 years from the date this Declaration is Recorded, whereupon they automatically shall be extended for successive renewal periods of ten years each, unless seventy-five percent (75%) of the then Owners elect not to reimpose them as evidenced by an instrument executed and Recorded during the six months immediately preceding the beginning of any renewal period.

14.3 Amendment.

a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person willing to make, insure or purchase mortgage loans secured by a Lot; or (ii) to amend this Declaration to cure any ambiguity or error, in this Declaration, in or any inconsistency between these provisions and the other Legal Documents or the Plat. Notwithstanding the above, the Developer may not amend this Declaration without the written consent of the Master Association if such amendment would have the effect of waiving, lessening, impairing or otherwise interfering with the scope or

enforcement of the rights granted the Master Association by this Declaration. Such consent may not be unreasonably withheld or delayed. Developer shall submit any such amendment to Debra, its successors or assigns and the Master Association and Debra, its successors or assigns and the Master Association shall join in such amendment or issue a written statement explaining the basis of its disapproval within thirty (30) days of receipt of the amendment.

b) Owners. Subject to the provisions of paragraphs 14.1 and 14.4, this Declaration may only be amended with the joinder of Debra, its successors or assigns and the Master Association and; (i) on or before 40 years from the date it is Recorded by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than sixty-seven percent (67%) of all Owners; and (ii) thereafter by such instrument signed by not less than sixty percent (60%) of all Owners. No amendment shall be effective until Recorded but the Associations' proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

14.4 Other Approvals. Notwithstanding any provision of the Legal Documents to the contrary, all of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven percent (67%) of the first Mortgages within the Property: (i) alienation or encumbrancing of all or any portion of the Common Area, except as expressly permitted under Article III, paragraph 3.4, of this Declaration; and (ii) amendment of this Declaration, except as expressly provided in Section 14.3 of this Article; and (iii) amendment of Articles of Incorporation of the Association; and (iv) the merger, consolidation, or dissolution of the Association. See 14.8 regarding Federal Housing Administration/Veteran's Administration approval.

14.5 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

c) Meetings. to designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee not to exceed \$100.00, that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Unit encumbered by its First Mortgage; (ii) any 30 day delinquency in the payment of assessments or charges owed by the Owner of any Unit encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

14.6 Provisions Inoperative as to Initial Construction. Provided that the work has been reviewed and approved by the Master Association in writing, nothing contained in this Declaration shall be interpreted, construed, applied, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work, including:

a) Structures. Erecting, constructing, and maintaining such structures, including one or more model homes, as may be necessary or convenient for conducting Developer's business of completing the work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease, or otherwise.

b) Business. Conducting thereon its or their business of completing the work, establishing the Property as a residential community, and disposing of the Property in parcels by sale, lease, or otherwise and conducting resales of Lots within the Property, including the operation of one or more sales, business, or construction offices, design centers, model units or any combination.

c) Signs. Maintaining such sign or signs as are necessary, convenient, or desirable in connection with the sale, lease, or other transfer of the Property in parcels.

As used in this paragraph, the term "its successors or assigns" specifically does not include purchasers of Lots improved as completed residences. Developer reserves temporary easements over, across, and through the Common Area for all uses and activities necessary, convenient, or desirable for completing the work,

such easements to be exercised so as not to cause any material damage to the Common Area and to expire only when Developer no longer owns any Lot within the Property that is offered for sale in the ordinary course of Developer's business.

14.7 Severability. Invalidation of any particular provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effecting Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

14.8 FHA/VA Approval. As long as there is a Class B membership, any amendment to this Declaration, any dedication of additional Common Area, or annexation of the Adjacent Property or any portion thereof will require the prior approval of the Federal Housing Administration or the Veteran's Administration.

14.9 Notices. Any notice required to be sent to any Member, Owner, or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the public records of Orange County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

14.10 Rights Reserved by Debra Debra in the Special Warranty Deeds to Developer by which Developer takes title to Lots within the Property, reserved certain rights and easements. These rights and easements are in addition to those reserved by Developer herein and include a utilities easement, drainage easement, radio and television cable easement, maintenance easement and the right to exercise architectural control and impose use restrictions.

IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

SIGNATURES WITNESSED BY:

LECESSE CORP. of GROSVENOR PARK

[Signature]
Helen D. Bigham

By: [Signature]
President

"Developer"

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of March, 1988, by S. Levesque F. Levesque, President of LeCesse Corp. of Florida.

[Signature]
Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 28, 1991
Bonded thru Agent's Notary Brokerage

SIGNATURES WITNESSED BY:

DEBRA, INC.

[Signature]
Chris Black

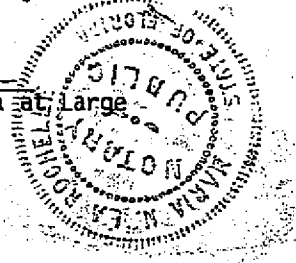
[Signature]
By: [Signature]
Vice President

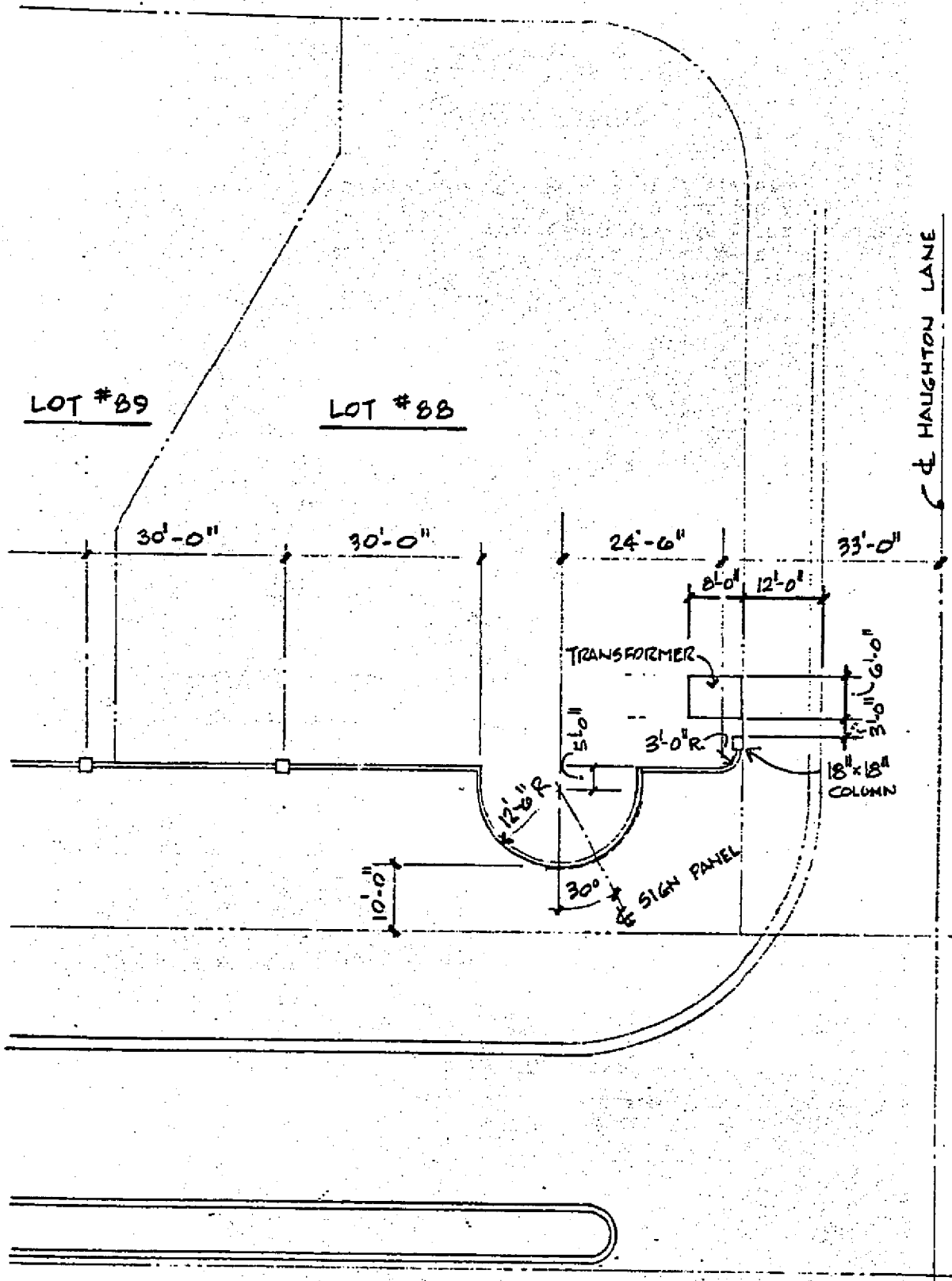
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of March, 1987, by Anna H. Doud, Vice President of Debra, Inc.

[Signature]
Notary Public, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 5, 1991
Bonded by Kuykendall





CONSENT AND JOINDER TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTCHESTER ASSOCIATION OF METROWEST

SUN BANK, NATIONAL ASSOCIATION, the holder of a certain Mortgage Deed and Security Agreement encumbering a portion of the Property described in the Declaration of Covenants and Restrictions for Westchester Association of Metrowest, which instrument is dated April 27, 1987, and is recorded in Official Records Book 3881, page 1848, Public Records of Orange County, Florida, and which has been subsequently modified by various Note and Mortgage Modification and Spreader Agreements recorded thereafter, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the lien of its 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 its Mortgage. Notwithstanding the foregoing, the liens for assessments pursuant to the Declaration of Covenants and Restrictions shall be subordinate to the lien of any First Mortgage as provided in Paragraph 7.10 thereof.

Signed, sealed and delivered
in the presence of:

Linger L. Sparks
Thomas G. Holt

SUN BANK, NATIONAL ASSOCIATION

By *Thomas G. Holt*

Attest *Janet K. Gibson*

(bank seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of March, 1988, by Thomas G. Holt, as Senior Vice President and Janet K. Gibson, as Assistant Vice President on behalf of SUN BANK, NATIONAL ASSOCIATION.

Linger L. Sparks
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 29, 1991

OR3971 PG4722

CONSENT AND JOINDER TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTCHESTER ASSOCIATION OF METROWEST

BARNETT BANK OF CENTRAL FLORIDA, N.A., the current holder by Assignment of Mortgage and Assignment of Notice of Future Advance dated August 6, 1985, and recorded in Official Records Book 3673, page 646, of the Public Records of Orange County, Florida, of that certain Mortgage and Security Agreement which is dated December 19, 1983, and is recorded in Official Records Book 3453, page 1768, Public Records of Orange County, Florida, and has subsequently been modified by Modification recorded in Official Records Book 3482, page 910, Official Records Book 3673, page 647, and Official Records Book 3738, page 165, all of the 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 its 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 its Mortgage. Notwithstanding the foregoing, the liens for assessments pursuant to the Declaration of Covenants and Restrictions shall be subordinate to the lien of any First Mortgage as provided in Paragraph 7.10 thereof.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF CENTRAL
FLORIDA, N.A.

Amber Van Varenberg
Sherry L. Winston

By C. Thomas Beck

Attest Bonnie L. Plax

(bank seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of March, 1988, by C. Thomas Beck as Senior Vice President, and _____ as _____, on behalf of BARNETT BANK OF CENTRAL FLORIDA, N.A.

Theron L. Gessler
Notary Public
My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 17, 1991
SIGNED THRU NOTARY PUBLIC UNDERWRITERS.

RECORDED & RECORD VERIFIED
Thomas H. Lulu
County Comptroller, Orange County, FL

OR3971 PG4723

**AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR WESTCHESTER ASSOCIATION AT METROWEST**

This Amendment to Declaration of Covenants and Restrictions for Westchester Association at Metrowest (the "Declaration") is made this 11th day of November, 1993, by the Westchester Association at Metrowest a/k/a Westchester Homeowners' Association ("Westchester"), Debra, Inc. ("Debra") and the MetroWest Master Association ("Master Association").

This is an amendment to the Declaration which was recorded at O.R. 3971, Page 4681 of the Public Records of Orange County, Florida. The Declaration recorded at O.R. 3971, Page 4681 of the Public Records of Orange County, Florida had supplemented and replaced the previous Declaration which was recorded on May 28, 1987 at O.R. 3890, Page 2571 of the Public Records of Orange County, Florida.

The real property encumbered by this Amendment and the Declaration is that certain parcel of property known as "Westchester" and more particularly described as follows:

Lots 1-94, inclusive, of a Replat of Tract 10 MetroWest, according to the Plat thereof, recorded in Plat Book 18, Page 87, 88, 89 of the Public Records of Orange County, Florida and Lots 95-160, inclusive, of a Replat of Tract G of Replat of Tract 10, MetroWest, according to the Plat thereof as recorded in Plat Book 21, Pages 133-134, of the Public Records of Orange County, Florida.

Westchester, Debra and Master Association, by the execution and recordation of this Amendment, hereby state as follows:

1. Article V, Paragraph 5.5 of the Declaration is hereby amended to read as follows:

Notice and Quorum. Wherever any provision of this Declaration requires an extraordinary action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than 30 days, nor no more than 60 days, in advance of such meeting, setting forth its purpose. The written notice of any meeting to elect a board of directors for the Association must also be given to all Members not less than 30 days, nor more than 60 days, in advance of such meeting. Notice of all other meetings must be given at least 15 days in advance to each Member. The presence in person or by proxy of Members entitled to cast at least thirty percent (30%) of the votes of each then existing class of membership constitutes a quorum. If the required quorum is not present or represented, the Members entitled to vote shall have the power to adjourn the meeting, from time to time without notice other than announcement at the

meeting, until the required quorum shall be present or represented. No such subsequent meeting shall be held more than the 60 days following the preceding meeting. Proxies must be registered with the secretary of the Association prior to Members meetings. No Owner other than Developer may hold more than five (5) proxies. The Association may be designated as the holder of a proxy for purposes of determining a quorum but the Association shall not vote said proxies on any matters brought before the Association for a vote.

2. Article VII, Paragraph 7.5 is hereby amended to read as follows:

Notice and Quorum for any Action Authorized under Section 7.3 and 7.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 or 7.4 shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. The presence in person or by proxy of members entitled to cast at least thirty percent (30%) of the votes of each then existing class of membership constitutes a quorum.

WESTCHESTER HOMEOWNERS' ASSOCIATION

Witnesses:

Donna B. Blalock
Patricia G. Goumes

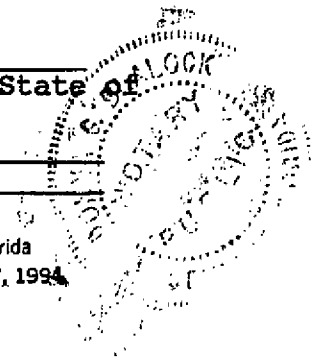
By: Matt A. Firestone
Title: President

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 3rd day of November, 1993 by Matt G. Firestone.

Donna B. Blalock
Signature of Notary Public State of Florida
Florida Donna G. Blalock
Personally known
Produced identification: _____
Type of identification produced: _____

Notary Public, State of Florida
My Commission expires June 7, 1994

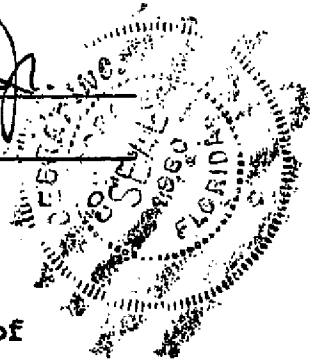


Witnesses:

Vanda D. Mitchell
Vanda D. Mitchell
Tracy Augustyni
TRACY AUGUSTYNI
STATE OF FLORIDA
COUNTY OF ORANGE

DEBRA, INC.

By: J. Lindsay Builder, Jr.
J. Lindsay Builder, Jr.
Title: Vice President



Sworn to and subscribed before me this 11th day of November, 1993 by J. Lindsay Builder, Jr.

Vanda D. Mitchell Vanda D. Mitchell
Signature of Notary Public State of Florida
Personally known
Produced identification: _____
Type of identification produced: _____



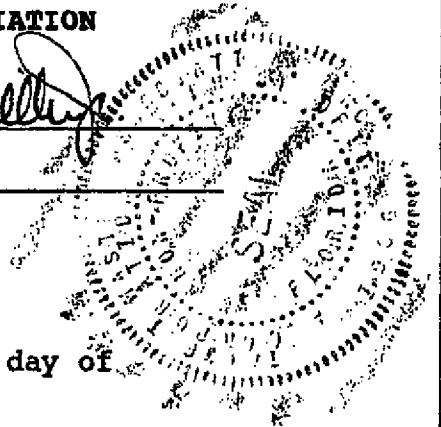
VANDA D. MITCHELL
MY COMMISSION # CC 179470 EXPIRES
March 10, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

METROWEST MASTER ASSOCIATION

Witnesses:

Vanda D. Mitchell
Vanda D. Mitchell
Tracy Augustyni
TRACY AUGUSTYNI
STATE OF FLORIDA
COUNTY OF ORANGE

By: J. Lindsay Builder, Jr.
J. Lindsay Builder, Jr.
Title: Secretary



Sworn to and subscribed before me this 11th day of November, 1993 by J. Lindsay Builder, Jr.

Vanda D. Mitchell Vanda D. Mitchell
Signature of Notary Public State of Florida
Personally known
Produced identification: _____
Type of identification produced: _____



VANDA D. MITCHELL
MY COMMISSION # CC 179470 EXPIRES
March 10, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

Prepared by:

Matt G. Firestone, Esquire
Akerman, Senterfitt & Eidson, P.A.
P.O. Box 231
Orlando, Florida 32802-9708

RECORDED & REPROD VERIFIED
Martha Mayne
County Comptroller, Orange Co., FL.

OR 4148 PG 1843

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
WESTCHESTER ASSOCIATION AT METROWEST

Rec Fee \$	17.00	MARTHA O. HAYNIE,	Deputy Clerk
Add Fee \$		Orange County	
Doc Tax \$	2.50	Comptroller	
Int Tax \$		By <i>[Signature]</i>	
Total \$	19.50		

This Second Supplemental Declaration of Covenants and Restrictions for the Westchester Association at MetroWest ("Second Supplement of Declaration") is made on December 29, 1989, by LeCesse Corporation of Grosvenor Park, a Florida Corporation, (hereinafter referred to as "Developer") and Debra, Inc., a Florida Corporation, (hereinafter referred to as "Debra").

RECITALS

A. Developer executed that certain Declaration of Covenants and Restrictions for Westchester Association at MetroWest ("Previous Declaration") on May 22, 1987, and recorded said Declaration on May 28, 1987, in Official Records Book 3890, Pages 2571, Public Records of Orange County, Florida.

B. Developer amended, supplemented and replaced the Previous Declaration by executing a Supplemental Declaration of Covenants and Restrictions for Westchester Association at MetroWest ("Supplemental Declaration"), on March 7, 1988 and recorded said Supplemental Declaration on April 11, 1988 in Official Records Book 3971, Pages 4681, Public Records of Orange County, Florida.

C. Developer has purchased from Debra that certain real property described as the Replat of Tract G of a Replat of Tract 10 MetroWest, according to the Plat thereof as recorded in Plat Book 21, Pages 133 and 134, Public Records of Orange County, Florida (hereinafter referred to as "Tract G") and containing approximately sixty-six (66) Lots. Said Replat of Tract G is the "Adjacent Property" as is defined in Article II, Section 2.3 of the Supplemental Declaration.

D. Pursuant to Article II, Section 2.3 of the Supplemental Declaration, Developer has previously committed the Lots and Tract G of to the terms of the Supplemental Declaration and pursuant to said Sections 2.3, the Developer has the right, from time to time, to annex the Lots in Tract G to the terms of the Supplemental Declaration and to bring such property within the jurisdiction of the Association subject to the approval of the FHA and the VA. The annexation of all or a portion of Tract G shall be made by the Developer and Debra filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to Tract G which shall extend the scheme of the covenants and restrictions of the Supplemental Declaration to such property.

E. The Developer desires to annex all of the lots within Tract G to the terms of the Supplemental Declaration pursuant to Article II, Section 2.3 of the Supplemental Declaration.

THIS INSTRUMENT PREPARED BY/RETURN TO:

Elisabeth A. Somers
1412 W. Colonial Drive
Orlando, FL 32804

NOW, THEREFORE, Developer hereby declares as follows, to-wit:

1. The above Recitals are hereby incorporated herein by reference.
2. In accordance with Article II, Section 2.3 of the Supplemental Declaration, all property located within Tract G, is hereby annexed to the terms of the Supplemental Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions which are set forth in the Supplemental Declaration and said property shall be brought within the jurisdiction of the Association, (as defined in the Supplemental Declaration) as of November 7, 1988.
3. Except as previously supplemented, all terms and conditions of the Supplemental Declaration shall remain in full force and effect.
4. Debra hereby joins in this Second Supplemental Declaration of Covenants and Restrictions for Westchester Association at MetroWest for the sole purpose of consenting to the annexation of all property located within Tract G to the terms of the Supplemental Declaration as set forth herein.

IN WITNESS WHEREOF, the Developer has caused this Second Supplemental Declaration to be executed as of the date first above written.

"DEVELOPER":

SIGNATURES WITNESSED BY:

Carol W. Mahoney
Dorothy D. Frantz

LeCESSE CORP. OF GROSVENOR PARK

By: Jim T. Allen, Jr.
 President

"DEBRA":

SIGNATURES WITNESSED BY:

Chris Black
Jammy McAdams

DEBRA, INC.

By: [Signature]
 Vice President

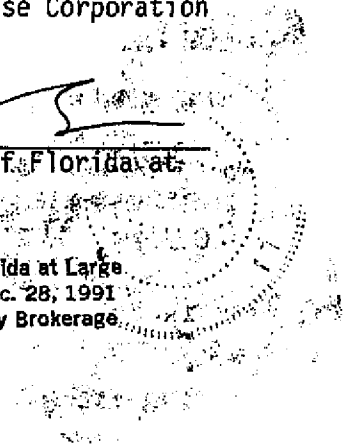
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ¹⁵29th day of
December, 1989, by Salvador F. Leccese, President of LeCesse Corporation
of Grosvenor Park.



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

Notary Public, State of Florida at Large
My Commission Expires Dec. 28, 1991
Bonded thru Agent's Notary Brokerage



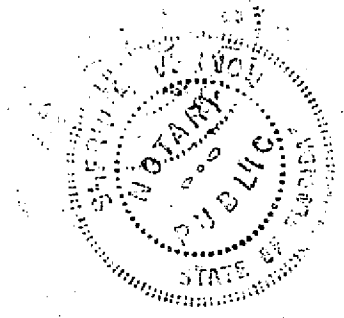
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of
December, 1989 by Aaron H. Dowd Vice President of Debra, Inc.



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

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



CONSENT AND JOINDER TO
SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WESTCHESTER ASSOCIATION OF METROWEST

SUN BANK, NATIONAL ASSOCIATION, the holder of a certain Mortgage Deed and Security Agreement (collectively, the "Mortgage") encumbering a portion of the Property ("Property") described in the Second Supplemental Declaration of Covenants and Restrictions for Westchester Association of MetroWest, which Mortgage is dated April 27, 1987, and is recorded in Official Records Book 3881, page 1848, Public Records of Orange County, Florida, and which has been subsequently modified by various Note and Mortgage Modification and Spreader Agreements recorded thereafter, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the lien of its 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 its Mortgage. Notwithstanding the foregoing, the liens for assessments pursuant to the Supplemental Declaration, as amended and modified hereby, shall be subordinate to the lien of any First Mortgage as provided in Paragraph 7.10 thereof.

Signed, sealed and delivered
in the presence of:

Donna Kayman
Jennifer Sheplett

SUN BANK, NATIONAL ASSOCIATION

By: *David C. Cross*

Attest: *Robert Reese Jr.*

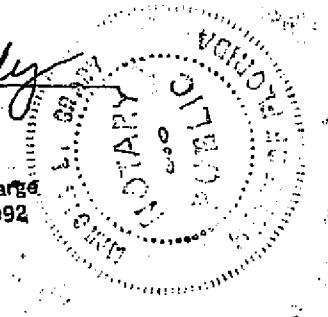
STATE OF FLORIDA
COUNTY OF ORANGE

(BANK SEAL)

The foregoing instrument was acknowledged before me this *8th* day of ~~December, 1989~~, by *DAVID C. CROSS*, as *ASST. VICE PRESIDENT* and *ROBERT REESE JR.*, ~~JANUARY 1990~~, as *VICE PRESIDENT* on behalf of SUN BANK, NATIONAL ASSOCIATION.

Marcia L. Study
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 1, 1992



RECORDED & RECORD VERIFIED

Martha A. Hynes
County Comptroller, Orange Co., FL

OR 4 | 48 PG | 846

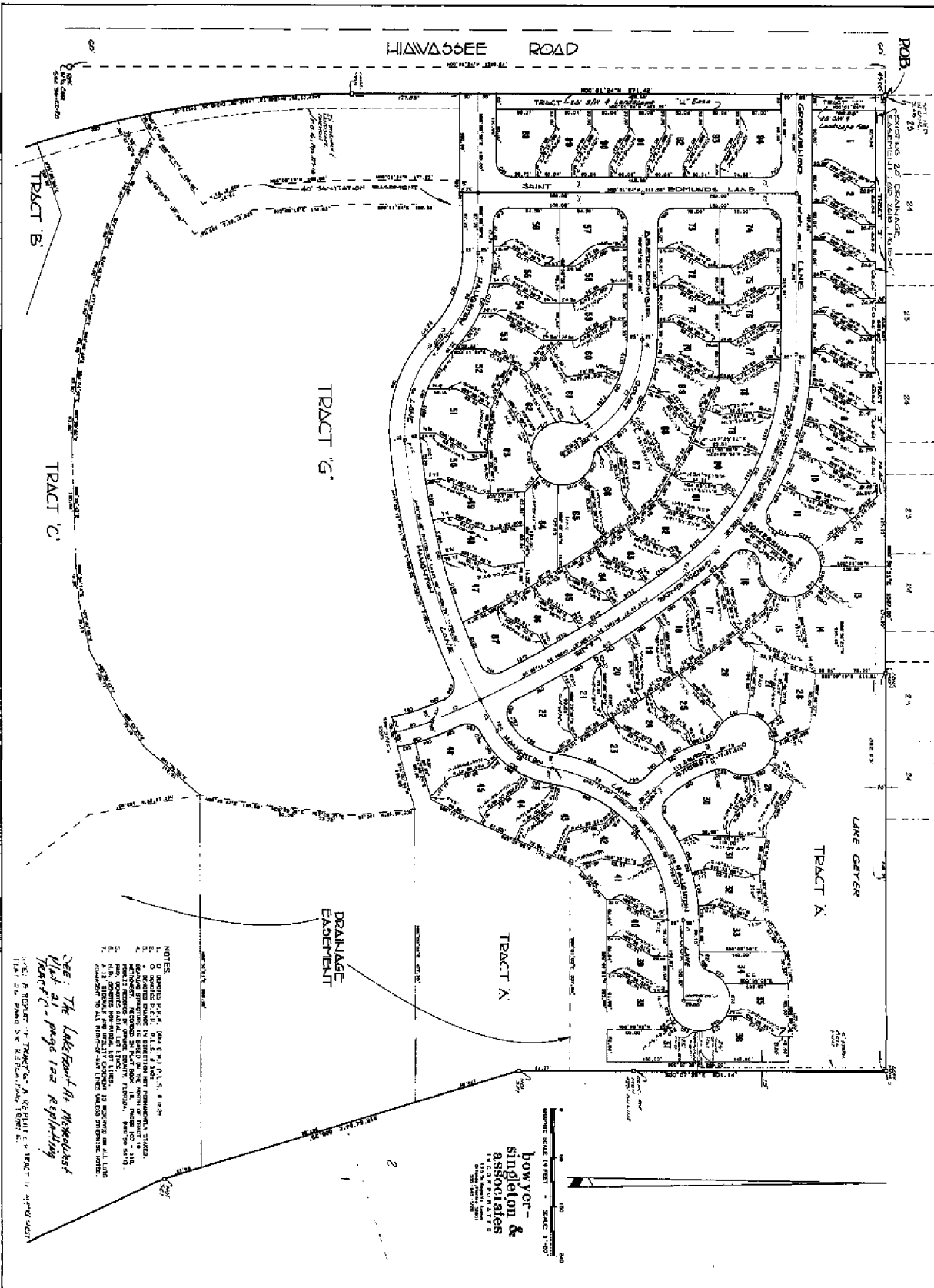
A REPLAT OF TRACT 10

MetroWest

SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA
SEE A REPLAT OF TRACT 6 OF A REPLAT OF TRACT 10 RECORDED PAGE 41, FILE 123

PLAT BOOK 18-89
AND PAGE

SHEET 3 OF 3



bowyer -
singleton &
associates
INCORPORATED
REGISTERED PROFESSIONAL ENGINEERS
1000 UNIVERSITY AVENUE, SUITE 100
ORLANDO, FLORIDA 32801

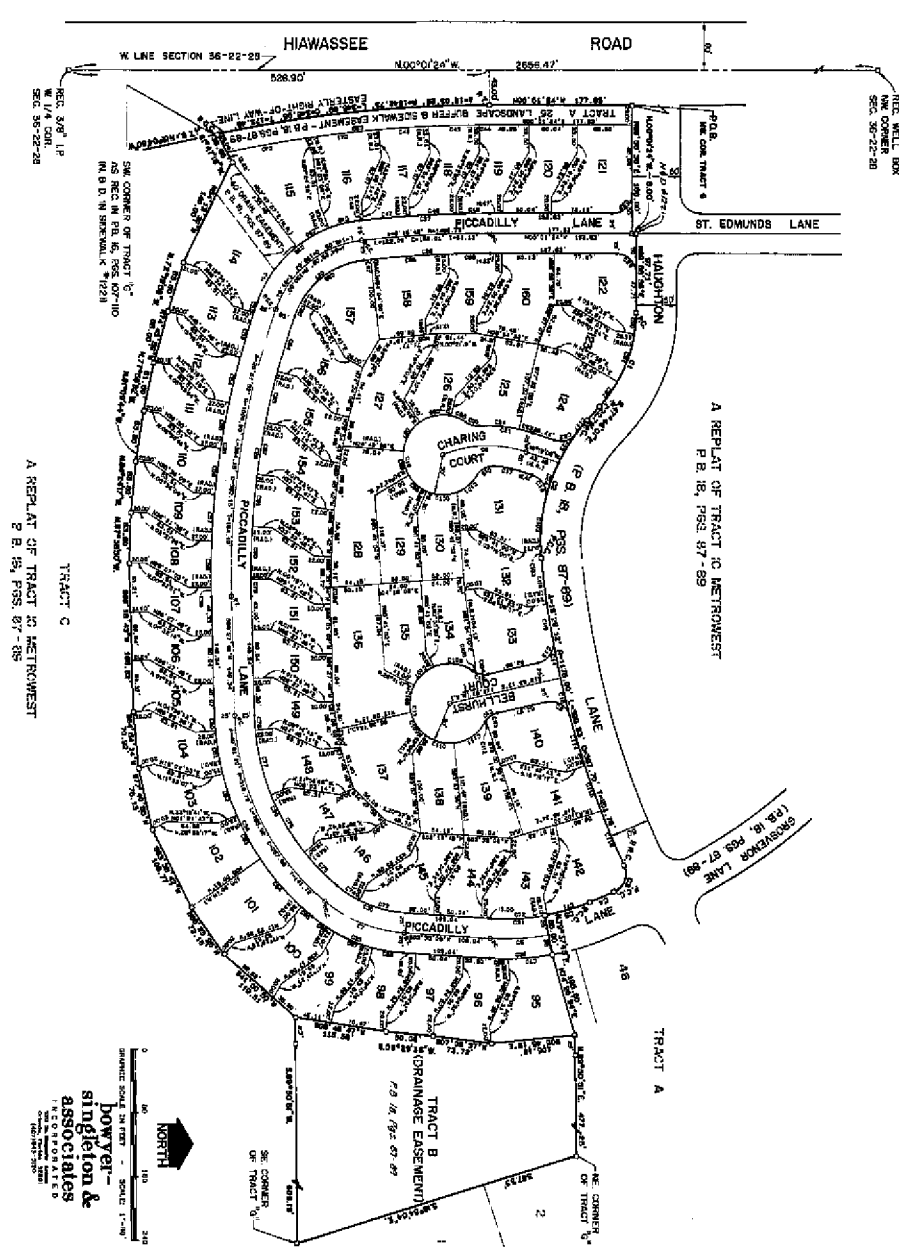
NOTES:

1. 0' DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE OF THE ROAD.
2. DIMENSIONS SHOWN IN BRACKETED ARE APPROXIMATE. STUDY THE RECORD DRAWING FOR THE EXACT DIMENSIONS.
3. DIMENSIONS SHOWN IN PARENTHESES ARE APPROXIMATE. STUDY THE RECORD DRAWING FOR THE EXACT DIMENSIONS.
4. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS SHALL BE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

SEE: The LakeGeyer In Metropolitan
Plat 21, page 122 explaining
TRACT C.

**A REPLAT OF TRACT G OF
A REPLAT OF TRACT 10 METTROWEST**
REPLATTING TRACT G A REPLAT OF TRACT 10 METTROWEST
SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

SHEET 2 OF 2
PLAT 21
BOOK 134
PAGE 134



NOTES:
1. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.
2. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.
3. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.
4. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.
5. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.
6. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.
7. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.
8. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.
9. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.
10. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SHOWN ON THE RECORDS OF THE CITY OF ORLANDO AND THE COUNTY OF ORANGE, FLORIDA.

Boyer
Singleton &
Associates
PLANNERS
11111 BOYER LANE
ORLANDO, FLORIDA 32837
TEL: 407-221-1111
WWW.BOYER-SINGLETON.COM

DRIVE DATA

LINE NO.	LINE TYPE	LINE DESCRIPTION	LINE LENGTH	LINE AREA	LINE PERIMETER
1	DRIVE	DRIVE 1	100.00	100.00	100.00
2	DRIVE	DRIVE 2	100.00	100.00	100.00
3	DRIVE	DRIVE 3	100.00	100.00	100.00
4	DRIVE	DRIVE 4	100.00	100.00	100.00
5	DRIVE	DRIVE 5	100.00	100.00	100.00
6	DRIVE	DRIVE 6	100.00	100.00	100.00
7	DRIVE	DRIVE 7	100.00	100.00	100.00
8	DRIVE	DRIVE 8	100.00	100.00	100.00
9	DRIVE	DRIVE 9	100.00	100.00	100.00
10	DRIVE	DRIVE 10	100.00	100.00	100.00
11	DRIVE	DRIVE 11	100.00	100.00	100.00
12	DRIVE	DRIVE 12	100.00	100.00	100.00
13	DRIVE	DRIVE 13	100.00	100.00	100.00
14	DRIVE	DRIVE 14	100.00	100.00	100.00
15	DRIVE	DRIVE 15	100.00	100.00	100.00
16	DRIVE	DRIVE 16	100.00	100.00	100.00
17	DRIVE	DRIVE 17	100.00	100.00	100.00
18	DRIVE	DRIVE 18	100.00	100.00	100.00
19	DRIVE	DRIVE 19	100.00	100.00	100.00
20	DRIVE	DRIVE 20	100.00	100.00	100.00
21	DRIVE	DRIVE 21	100.00	100.00	100.00
22	DRIVE	DRIVE 22	100.00	100.00	100.00
23	DRIVE	DRIVE 23	100.00	100.00	100.00
24	DRIVE	DRIVE 24	100.00	100.00	100.00
25	DRIVE	DRIVE 25	100.00	100.00	100.00
26	DRIVE	DRIVE 26	100.00	100.00	100.00
27	DRIVE	DRIVE 27	100.00	100.00	100.00
28	DRIVE	DRIVE 28	100.00	100.00	100.00
29	DRIVE	DRIVE 29	100.00	100.00	100.00
30	DRIVE	DRIVE 30	100.00	100.00	100.00
31	DRIVE	DRIVE 31	100.00	100.00	100.00
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38	DRIVE	DRIVE 38	100.00	100.00	100.00
39	DRIVE	DRIVE 39	100.00	100.00	100.00
40	DRIVE	DRIVE 40	100.00	100.00	100.00
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42	DRIVE	DRIVE 42	100.00	100.00	100.00
43	DRIVE	DRIVE 43	100.00	100.00	100.00
44	DRIVE	DRIVE 44	100.00	100.00	100.00
45	DRIVE	DRIVE 45	100.00	100.00	100.00
46	DRIVE	DRIVE 46	100.00	100.00	100.00
47	DRIVE	DRIVE 47	100.00	100.00	100.00
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86	DRIVE	DRIVE 86	100.00	100.00	100.00
87	DRIVE	DRIVE 87	100.00	100.00	100.00
88	DRIVE	DRIVE 88	100.00	100.00	100.00
89	DRIVE	DRIVE 89	100.00	100.00	100.00
90	DRIVE	DRIVE 90	100.00	100.00	100.00
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92	DRIVE	DRIVE 92	100.00	100.00	100.00
93	DRIVE	DRIVE 93	100.00	100.00	100.00
94	DRIVE	DRIVE 94	100.00	100.00	100.00
95	DRIVE	DRIVE 95	100.00	100.00	100.00
96	DRIVE	DRIVE 96	100.00	100.00	100.00
97	DRIVE	DRIVE 97	100.00	100.00	100.00
98	DRIVE	DRIVE 98	100.00	100.00	100.00
99	DRIVE	DRIVE 99	100.00	100.00	100.00
100	DRIVE	DRIVE 100	100.00	100.00	100.00

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WESTCHESTER ASSOCIATION AT METROWEST, INC., a corporation organized under the Laws of the State of Florida, filed on June 22, 1987, as shown by the records of this office.

The document number of this corporation is N21236.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
25th day of June, 1987.



CR2E022 (10-85)

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

FILED
JUN 22 11:00 AM
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
WESTCHESTER ASSOCIATION AT
METROWEST, INC.

ARTICLES OF INCORPORATION
OF
WESTCHESTER ASSOCIATION AT METROWEST, INC.

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ARTICLES OF INCORPORATION
OF
WESTCHESTER ASSOCIATION AT METROWEST, INC.
A Corporation Not for Profit

The undersigned, all of whom are residents of the State of Florida and all of whom are of full age, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the laws of the State of Florida, and do hereby certify:

ARTICLE I
Name

The name of this corporation is WESTCHESTER ASSOCIATION AT METROWEST, INC. called the "Association" in these Articles.

FILED
1987 JUN 22 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE II
Office and Registered Agent

This Association's principal office is located at 1412 West Colonial, Orlando, Orange County, Florida, 32804. Salvador F. Leccese, who maintains a business office c/o LeCesse Development Corporation, 1412 West Colonial, Orlando, Florida, 32804 is hereby appointed the initial registered agent of the Association. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of the following described tracts of land in Orlando County, Florida, and any additions as hereafter may be brought within this Association's jurisdiction:

See Exhibit "A" attached hereto.

This Association's purposes include, without limitation, provision for the maintenance, preservation, and architectural control of the residence Lots and Common Area now or hereafter created within the lands described above in accordance with that certain Declaration of Covenants and Restrictions for Westchester as amended from time to time (the "Declaration") and within any additions to such lands as hereafter may be brought within this Association's jurisdiction in the manner provided in the Declaration. Without limitation, this Association is empowered to:

a) Declaration Powers. Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all of the provisions of the Declaration pertaining to the Association in its own name. By this reference the provisions of the Declaration are incorporated herein as if set forth at length.

b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

c) Assessments. Fix, levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration.

d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property.

e) Borrowings. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

f) Dedications. With the approval of two-thirds (2/3) of each class of members, dedicate, sell, or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as two-thirds (2/3) of each class of owners determine.

g) Reorganizations. With the approval of two-thirds (2/3) of each class of members, participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

h) Regulations. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the rights and duties established by the Declaration.

i) General. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or

desirable to effectuate the exercise of any right, power, or privilege so granted.

j) Maintenance. Maintain the Common Areas and the property of the Association and cause the exteriors of Lots to be maintained, under the limited circumstances, and in the manner provided in the Declaration.

k) Services. Contract with others to furnish services or materials, including insurance coverage, building maintenance, termite and pest control, to all or any number of Lots; provided however, (i) only those Lots whose Owners have requested such services shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained.

ARTICLE IV Membership

Every Person who from time to time holds the record fee simple title, or any undivided fee simple interest of Record, to any Lot is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot. Membership may not be transferred except by transfer of Record title to such Lot.

ARTICLE V Voting Rights

Section 1. Classification. This Association has two classes for voting membership:

CLASS A. All Owners shall be Members, and shall be entitled to one vote for each Lot or Dwelling unit owned; provided, however, that the Declarant shall not be a Class A Member unless and until seventy five percent (75%) of the total Lots or Dwelling Units contemplated in existing and additional properties are owned by Owners other than Declarant. When more than one person holds an interest in any Lot, all such persons shall be Members, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit.

CLASS B. The Class B Member shall be the Declarant who shall be entitled to three (3) votes for each assessable Lot or Dwelling Unit owned. The Class B membership shall cease and be converted to Class A membership at such time as seventy five percent (75%) of all Lots or Dwelling Units in Westchester shall have recorded ownership by Owners

other than Declarant or on January 1, 1995, whichever occurs first.

Section 2. Co-Ownership. If more than one Person hold the Record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified in writing. If title is half by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

ARTICLE VI
Board of Directors

Section 1. Number and Term. This Association's affairs are managed by a Board of Directors initially composed of three Directors, who need not be Association members. The number of Directors from time to time may be changed from a minimum of three to a maximum of nine, but at all times it must be an odd number. The term of office for all Directors is one year, and any Director may succeed himself in office.

Section 2. Election. All Directors are elected by secret written ballot at the annual meeting. Each member entitled to vote may cast as many votes for each vacancy as such member has under the provisions of Article V of these Articles and the person receiving the largest number of votes cast by the Class A and Class B members for each vacancy is elected. Cumulative voting is not permitted.

Section 3. Initial Directors. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Name</u>	<u>Address</u>
Salvador F. Leccese	1412 West Colonial Orlando, FL 32804
William J. Schodorf	1412 West Colonial Orlando, FL 32804

Elisabeth A. Somers

1412 West Colonial
Orlando, FL 32804

ARTICLE VII

Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Name</u>	<u>Office</u>
Salvador F. Leccese	President 1412 West Colonial Orlando, FL 32804
William J. Schodorf	Vice President 1412 West Colonial Orlando, FL 32804
Elisabeth A. Somers	Secretary/Treasurer 1412 West Colonial Orlando, FL 32804

ARTICLE VIII

Duration

This Association exists perpetually.

ARTICLE IX

By-Laws

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded by a majority vote of a quorum of both classes of members present at any regular or special meeting duly called and convened, except that certain other approvals may be required as provided in Article XI, on the following page. The Federal Housing Administration or the Veterans Administration shall have the right to veto any amendments while there is a Class B membership.

ARTICLE X
Amendments

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of each class of members, plus such approvals, if any, as may be required by Article XI, below.

ARTICLE XI
Other Approvals

As provided in the Declaration, the approval of the Developer and the holders of sixty-seven percent (67%) of the First Mortgages from time to time encumbering the Lots is required for all of the following: (i) alienation or encumbering of all or any portion of the Common Area except as permitted in the Declaration; and (ii) amendment of these Articles of Incorporation or the Association's By-Laws that directly affect in an adverse manner of the rights of Developer or such first Mortgage holders; and (iii) the merger, consolidation, or dissolution of this Association.

ARTICLE XII
Voting Requirements

Section 1. Percentage Requirements. Unless any provision of these Articles, the Declaration or the By-Laws expressly requires the approval of both classes of membership, the majority vote of those members present and voting at a duly called and convened meeting shall constitute the act of the membership. If any provision of these Articles, the Declaration, or the By-Laws expressly requires the approval of both classes of membership, and in the absence of an express provision requiring a specified percentage of the total votes eligible to be cast by either or both classes of membership, the majority vote of those members of each class present and voting at a meeting duly called and convened is sufficient to constitute the act of that class.

Section 2. Two-Thirds of Class. Any of the following constitute Extraordinary Action that must be approved by two-thirds (2/3) of each class of members: (i) any mortgaging of this Association's property as provided in Article IIIe of these Articles; (ii) any merger or consolidation of this Association as provided in Article III(g) of these Articles; (iii) any dissolution of this Association; and (iv) amendment of these Articles of Incorporation.

Section 3. Two-Thirds of Those Present. Any of the following constitute Extraordinary Action that requires the approval of two-thirds (2/3) of the Class A members present and voting and of Developer for so long

as Developer is a member of the Association: (i) capital improvements to the Common Area, as provided in the Declaration; (ii) any special assessment for capital improvements to the Common Area, as provided in the Declaration; and (iii) any extension of the Declaration to any lands other than the Unplatted Lands, as provided in the Declaration, or the purchase of additional lands to be owned by the Association for the benefit of Owners.

Section 4. Notice and Quorum Requirements. As provided in the Declaration, written notice of any meeting at which any Extraordinary Action enumerated in this Article will be taken must be given to all Owners not less than 30 days, nor more than 60 days, in advance of such meeting. Notice of all other meetings must be given at least 15 days in advance to each member. The presence of members or proxies entitled to cast at least one-half ($\frac{1}{2}$) of the votes of each class of membership constitutes a quorum, if such action must be approved by both classes of membership, or of the Class A members, if such action must be approved by the Class A members only. If the required quorum is not forthcoming, the members present shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented.

Section 5. Written Action. Any action that may be taken at any membership meeting, including any Extraordinary Action enumerated in this Article, may be taken without a meeting, without prior notice, and without a vote if (i) written consent, setting forth the action so taken, is signed by those Owners entitled to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting; and (ii) within 10 days after obtaining such written consent, notice thereof if given to those members who have not so consented in writing.

Section 6. Certification. An instrument signed by any executive officer of this Association, and attested by this Association's Secretary under this Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to Persons without actual knowledge to the contrary.

ARTICLE XIII Interpretation

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles, and the rules of interpretation, construction, application, and enforcement of these Articles. By subscribing and filling these Articles, the incorporators intend their provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIV
Dissolution

The Association may be dissolved with consent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to only non-profit corporation, association, trust or other organizations to be devoted to such similar purposes. This procedure shall be subject to court approval of dissolution pursuant to Florida Statute Section 617.05.

ARTICLE XV
FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XVI
Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Salvador F. Leccese
1412 West Colonial
Orlando, FL 32804

Elisabeth A. Somers
1412 West Colonial
Orlando, FL 32804

William J. Schodorf
1412 West Colonial
Orlando, FL 32804

FILED
1987 JUN 22 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 22nd day of May, 1987.

Salvador F. Leccese
Salvador F. Leccese
William J. Schodorf
William J. Schodorf
Elisabeth A. Somers
Elisabeth A. Somers

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this day personally appeared Salvador F. Leccese, to me well known to be the person described in, and who signed the foregoing Articles of Incorporation of WESTCHESTER ASSOCIATION AT METROWEST INC., and who acknowledged to me that he executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 22nd day of May, 1987.

Laura J. Blong
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 22, 1991
BONDED THROUGH ASHTON AGENCY, INC.

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this day personally appeared William J. Schodorf, to me well known to be the person described in, and who signed the foregoing Articles of Incorporation of WESTCHESTER ASSOCIATION AT METROWEST INC., and who acknowledged to me that he executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 22nd day of May, 1987.

Laura J. Blong
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 22, 1991
BONDED THROUGH ASHTON AGENCY, INC.

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this day personally appeared Elisabeth A. Somers, to me well known to be the person described in, and who signed the foregoing Articles of Incorporation of WESTCHESTER ASSOCIATION AT METROWEST INC., and who acknowledged to me that she executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 22nd day of May, 1987.

Laura J. Blong
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 22, 1991
BONDED THROUGH ASHTON AGENCY, INC.

FILED
1987 JUN 22 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A
 LEGAL DESCRIPTION
 A REPLAT OF TRACT 10, METROWEST
 (Lots, Tracts A, G, H, and I)

FILED
 JUN 22 11:00
 SECRETARIAT OF STATE
 TALLAHASSEE

A portion of a Replat of Tract 10, Metrowest, as recorded in Plat Book 18, Pages 87-89, Public Records of Orange County, Florida, more particularly described as follows: Commencing at the West 1/4 corner of Section 36, Township 22 South, Range 28 East, run $N00^{\circ}01'24''W$, a distance of 1,328.24 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 36; thence $N89^{\circ}50'51''E$, along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 43.00 feet for a POINT OF BEGINNING; thence continue $N89^{\circ}50'51''E$, along said North line and the South line of Westmont Replat, as recorded in Plat Book "O", Page 23, Public Records of Orange County, Florida, a distance of 1,587.00 feet to the Northwest corner of MetroWest Replat, as recorded in Plat Book 16, Pages 115-116, Public Records of Orange County, Florida; thence $S00^{\circ}07'39''E$, along the Westerly line of said MetroWest Replat, a distance 601.14 feet; thence $S16^{\circ}54'04''E$, a distance of 542.23 feet to the Southeast corner of Tract G, as recorded in said Plat Book 18, Pages 87-89; thence run along the Southerly line of said Tract G for the following courses and distances; thence $S89^{\circ}50'51''W$, a distance of 606.18 feet; thence $S41^{\circ}00'50''W$, a distance of 119.51 feet; thence $S55^{\circ}23'25''W$, a distance of 72.16 feet; thence $S63^{\circ}36'42''W$, a distance of 108.77 feet; thence $S77^{\circ}40'55''W$, a distance of 78.13 feet; thence $S84^{\circ}54'14''W$, a distance of 70.92 feet; thence $S88^{\circ}18'43''W$, a distance of 185.62 feet; thence $N87^{\circ}38'50''W$, a distance of 63.80 feet; thence $N84^{\circ}24'17''W$, a distance of 63.80 feet; thence $N81^{\circ}09'44''W$, a distance of 63.80 feet; thence $N77^{\circ}58'32''W$, a distance of 61.60 feet; thence $N74^{\circ}43'59''W$, a distance of 66.00 feet; thence $N72^{\circ}19'58''W$, a distance of 63.80 feet; thence $N64^{\circ}13'30''W$, a distance of 140.00 feet; thence $S61^{\circ}47'18''W$, a distance of 38.86 feet to the Southwest corner of said Tract G, said being on the Easterly right-of-way line of Hiwassee Road and also being on a curve, concave Easterly, having a central angle of $12^{\circ}03'26''$ and a radius of 1,642.73 feet; thence from a tangent bearing of $N12^{\circ}04'50''W$, run Northerly along said right-of-way line and the arc of said curve, a distance of 345.69 feet to the point of tangency; thence $N00^{\circ}01'24''W$, a distance of 871.42 feet to the POINT OF BEGINNING

Containing 45.799 acres more or less.

LS01-5.1
 SVE/dak
 #00971

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT WESTCHESTER ASSOCIATION AT METROWEST, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF ORLANDO, STATE OF FLORIDA,
(CITY) (STATE)

HAS NAMED SALVADOR F. LECCESE,
(NAME OF REGISTERED AGENT)

LOCATED AT 1412 WEST COLONIAL,
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF ORLANDO, STATE OF FLORIDA 32804, AS ITS AGENT
(CITY)

TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE *Salvador F. Leccese*
(CORPORATE OFFICER)

TITLE President

DATE 2 June 1987

FILED
1987 JUN 22 11:00
SECRETARY OF STATE
FLORIDA

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE *Salvador F. Leccese*
(REGISTERED AGENT)

DATE 2 June 1987

Minutes
and
By Laws

OF

A MEMBERSHIP CORPORATION

WESTCHESTER HOMEOWNERS ASSOCIATION
BOARD MEETING-May 5, 1991-

The Westchester Homeowners Association Board of Directors held a meeting on May 5, 1991. Those in attendance were Matt Firestone, Kathy Stöckel, Larry Rothgery, Ralph Ullman (previously named as director in place of David Williamson) and Neil MacDonald. The Board discussed the issue of whether to install lights at the entranceway of Westchester (the main entranceway). The Board voted 4 to 0 (with one abstention) to vote its proxies in favor of lights at the homeowners meeting to be held on 5/8/91.

The Board then discussed the issue of unpaid assessments and the resulting financial impact. The Board voted 5 to 0 to present to the homeowners at the upcoming meeting the following proposal: to impose a special assessment of up to \$50.00 per lot unless the Association could collect at least 20 of the 34 unpaid 1991 assessments on or before June 30, 1991. It was agreed this would be put to a vote immediately rather than waiting until after June 30, 1991, due to the difficulties in obtaining a quorum at homeowners meetings.

The Board next discussed how to minimize the costs of collecting unpaid dues. Neil MacDonald offered to prepare and record any liens for no cost other than the recording fees. This would save the Association the legal fees associated with having an attorney prepare and record the liens. Neil also offered to research the public records to confirm who owns the house with the sinkage problem and who owns the house where the Lecess trailer was formerly located. The owner of this house has failed to put down sod on the area where the trailer was formerly located.

Finally the Board voted 5 to 0 in favor of selling its lien rights (in connection with unpaid assessments) to anyone that wanted to buy them. If someone wanted to pay an unpaid assessment for a lot owned by a third party, the person making the payment would receive from the Association an assignment of all lien rights held by the Association in connection with said unpaid lien.

Matt A. Juhl as President
5/6/91

NAME	ADDRESS / LOT #	PROXY?	SIGNATURE
	1		
	2	yes	Matt A. Fruit
ROBERT & NANCY TUCKER	3		Robert Tucker
4 20210125308 Page 114 of 157			
	5		
Quana Smith Ralph Wellman	6	yes	Quana Smith Matt Fruit
	7		Ralph Wellman
	8		
	9		
DENNIS ABBOTT	10	No	Dennis Abbott
	11		MLowe
Murray Lowe Judith Ballenger	12	yes	Stephanie Lowe
TERRE HESSIOM HAROLD FOSTOFF	13		Terris Hession
	14		Harold Fostoff
	15		
ABBOTT, DENNIS	16	yes	Dennis Abbott
	17	yes	Matt Fruit
LUIS R. LLANOS	18	yes	Luis R. Llanos
	19		
	20		
	21		
	22		
LUIS R LLANOS	23	yes	Luis R Llanos
	24		
LUIS R LLANOS	25	yes	Luis R Llanos

NAME	ADDRESS/LOT #	PROXY ?	SIGNATURES
DON OSTERHOUT	26		[Signature]
J R Wilson	27		[Signature]
Colleen McKinney	28		Colleen McKinney
FARA CURTIN DON OSTERHOUT	29		[Signature]
LUI'S LLANOS	30	yes	[Signature]
	31		
	32		
	33		
	34		
	35		
	36		[Signature]
U.S. PARLAK	37	yes	[Signature]
	38		
	39		
	40		
	41		
	42		
TERRY SOUZA	43		[Signature]
	44		
	45	yes	[Signature]
	46		
LEE ANN TRENT	47	NO	[Signature]
Hede Reiss	48		Hede Reiss
	49		
David Simons	50		[Signature]

NAME	ADDRESS / LOT #	PROXY?	SIGNATURE
	51	yes	Matt Fried
	52		
Roger Morin	53	yes	Matt Fried Roger Morin
	54		
	55		
	56		
	57	yes	Matt Fried
	58		
	59		
	60	yes	Matt Fried
O Byrne	61		L. Riccardi
	62	yes	Matt Fried
	63	yes	Matt Fried
ABBOTT, DENNIS	64	YES	Deni's still
BYRON SACCO	65		BYRON SACCO
	66		
	67		
	68		
	69	yes	Matt Fried
	70		
Lynn Strook	71		Lynn Strook
	72		
	73		
	74		
(6)	75		

NAME	ADDRESS	LOT #	PROXY?	SIGNATURE
		76	yes	Matt Fink
		77	yes	Matt Fink
ABBOTT,		78	YES	Hemi Elliott
ABBOTT		79	YES	Hemi Elliott
Firestone		80		Matt Fink
Rodriguez		81	yes	Maria Rodriguez
20210125308 Page 117 of 157				
		82		
		83	yes	Matt Fink
		84		
		85	yes	Matt Fink
		86	yes	Matt Fink
		87		
		88		
		89		
Thomas Bogle		90		Angel
Tob		91	yes	Matt Fink
N MAC DONALD		92	yes	Allen
N Mire Donald		93		Allen
Schottger		94	yes	Matt Fink
		95	yes	Matt Fink
		96		
		97		
		98	yes	Matt Fink
Greg Bell		99	YES	Matt Fink
SCHIANO L	(10)	100	NO	Don Schiano

NAME	ADDRESS LOT #	PROXY?	SIGNATURE
	101		
	102		
C. Sweeden	103		C. Sweeden
	104	yes	mat furb
	105	20210125308 Page 118 of 157	
	106		
Riccardi	107	Yes #65	L. Riccardi
	108		
	109		
	110	yes	mat furb
	111		
	112	yes	mat furb
GRANA milo	113		
	114		
Beltran A.	115	NO.	
	116	yes	mat furb
	117		
	118	yes	mat furb
	119	yes	mat furb
	120		
	121		
	122		
P. Ammerman	123		P. Ammerman
	124		
	125		


6

NAME	ADDRESS / LOT #	PROXY?	SIGNATURE
ABBOTT, DOYLE ^{DOYLE}	126	YES	Dennis Hennig
	127	yes	Matt Fink
	128	yes	Matt Fink
KOZ, Gordon ^{ABBOTT}	129	YES	Hennig
	130	yes	Matt Fink
HAMARA	131	No	D Hamara
MANDRA	132	No	Thandala
	133		
	134		
	135	yes	Matt Fink
	136	Yes	Kathy Stokel
	137	No	Kathy Stokel
	138		
ADAM BAUER	139		Adam Bauer
	140	yes	Kathy Stokel
SCHWARTZ, Robert ^{ABBOTT}	141	YES	Hennig
	142	yes	Matt Fink
	143		
	144		
	145		
	146		
	147		
	148	yes	Matt Fink
	149	yes	Matt Fink
	150		

①

NAME	ADDRESS / LOT #	PROXY	SIGNATURE
	151		
	152	yes	Matt S. Junt
	153	yes	Matt S. Junt
	154		
RAFAEL P. MARTINEZ	155		Rafael Martinez
PASINI, RICHARD	156	YES	Henri Elliott
	157		
	158	yes	Matt Junt
	159		
MIT WHITE	160		Mit White

3

FILESTONE - 33 VOTES 

MEETING OF THE BOARD OF DIRECTORS

WESTCHESTER

SEPTEMBER 23, 1990

-
1. A postoffice box has been obtained: Westchester Assoc., P.O. Box 617434, Orl. 32861. The charge is \$14 for six months. Matt and Kathy have the keys.
 2. There is currently an account at Sun Bank. We will change this to a checking account and/or money market. We will also establish a petty cash fund (in Kathy's possession).
 3. David will be checking on an insurance binder for D & O insurance. (1,000,000)
 4. The bank has been notified of change of officers and directors.
 5. David to contact LeCesse regarding moving of the trailer.
 6. David and Neil will be going through the neighborhood to determine which lawns are in violation of the covenants. We will then attempt to contact the owners.

Note: Oct. 2 Neighborhood Watch (at clubhouse).

Kathy Sticker
Secretary

MEETING OF THE BOARD OF DIRECTORS

WESTCHESTER

AUGUST 30, 1990

1. Neil talked to the landscaping service and they indicated they will be increasing their fees to \$963.50. Neil will confirm precise area now being served and will get other bids.
2. We have a letter from LeCessee saying the bank account can be turned over to us.
3. Kathy obtained three bids for legal services. AS&E was obtained as counsel.
4. Matt Firestone is to send demand letters.

Kathy Stichel
Secretary

MEETING OF THE BOARD OF DIRECTORS

WESTCHESTER

AUGUST 26, 1990

1. The first order of business was the election of officers.
Election results as follows:

MATT FIRESTONE-----PRESIDENT
NEIL MacDONALD-----VICE PRESIDENT
DAVID WILLIAMSON-----SERGEANT OF ARMS
LARRY ROTHGERY-----VICE PRESIDENT
KATHY STICKEL-----SECRETARY/TREASURER

2. The Architectural Review Board was appointed:

CATHY FIRESTONE
TERRIE ABBOTT
TRICIA RAMPI
DAVID WILLIAMSON
NEIL MacDONALD

3. Larry Rothgery and Kathy Stickel will be signatories on the bank account.
4. Bids for legal services are being obtained.
5. Various members are checking the status of lawn maintenance, insurance and other matters.
6. Kathy Stickel to take temporary possession of association files.

MEETING ADJOURNED.

Secretary

Kathy Stickel

MINUTES OF SPECIAL MEETING
OF BOARD OF DIRECTORS OF
WESTCHESTER ASSOCIATION AT METROWEST, INC.

A special meeting of the Board of Directors of WESTCHESTER ASSOCIATION AT METROWEST, INC., was held at the offices of the Corporation, Orlando, Florida, on the 14th day of March, 1988, at 10:00'clock A.M.

Upon roll call, it was determined that the following, being all of the Directors of the Corporation, were present:

Salvador F. Leccese

William J. Schordorf

Elisabeth A. Somers

The Chairman then presented and read to the meeting a Waiver of Notice of the special meeting, subscribed by the Directors of the Corporation.

The Chairman stated that the object of the meeting was the approval of an Amendment to Articles of Incorporation, the approval of an Amendment to By Laws, and such other business as may come before the meeting.

The Chairman presented an Amendment to Articles of Incorporation to change Article III and IV; Section 1 of Article V; Articles X and XI; and Sections 2, 3 and 4 of Article XII. After discussion and upon motion duly made and carried, it was

RESOLVED, that the President and Secretary be directed to file with the Secretary of State an amendment to the Articles of Incorporation changing Article III and IV; Section 1 of Article V; Articles X and XI; and Sections 2, 3 and 4 of Article XII to read as follows:

ARTICLE III
Purpose and Powers of the Association

"This Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of the following described tracts of land in Orlando, Orange County, Florida, and any additions as hereafter may be brought within this Association's jurisdiction:

See Exhibit "A" attached hereto.

This Association's purposes include, without limitation, provision for the maintenance, preservation, and architectural control of the residence Lots and Common Area now or hereafter created within the lands described above in accordance with that certain Declaration of Covenants and Restrictions for Westchester Association at MetroWest ("Declaration"), recorded in O. R. Book 3971, page 4681 of the Public Records of Orange County, Florida, as amended from time to time and within any additions to such lands as hereafter may be brought within this Association's jurisdiction in the manner provided in the Declaration. Without limitation, this Association is empowered to:

- a) Declaration Powers. Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time as set forth in the Declaration, including the right to enforce all of the provisions of the Declaration pertaining to the Association in its own name. By this reference the provisions, terms and definitions of the Declaration are incorporated herein as if set forth at length.
- b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal or mixed, tangible or intangible, in connection with this Association's affairs.
- c) Assessments. Fix, levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration.
- d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property.
- e) Borrowings. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

f) Dedications. With the approval of two-thirds (2/3) of each class of members, dedicate, sell, or transfer all or any part of its property to any public agency, authority or utility for such purposes, and subject to such conditions, as two-thirds (2/3) of each class of owners determine.

g) Reorganizations. With the approval of two-thirds (2/3) of each class of members, participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

h) Regulations. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the rights and duties established by the Declaration.

i) General. Have and exercise all rights, powers and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient or desirable to effectuate the exercise of any right, power, or privilege so granted.

j) Maintenance. Maintain the Common Areas and the property of the Association and cause the exteriors of Lots to be maintained, under the limited circumstances, and in the manner provided in the Declaration.

h) Services. Contract with others to furnish services or materials, including insurance coverage, building maintenance, termite and pest control, to all or any number of Lots; provided, however, (i) only those Lots whose Owners have requested such services shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained."

ARTICLE IV. Membership

"Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. In the event that all or a portion of the Adjacent Property is added to the Property as provided under Article II of the Declaration, each Owner within such Adjacent Property shall become a member of the Association and will be subject to assessment therefrom and shall be entitled to vote as a Class A member."

ARTICLE V.
Voting Rights

"Section 1. Classification. This Association has two classes for voting membership:

CLASS A. All Owners shall be Members, and shall be entitled to one vote for each Lot owned; provided, however, that the Developer, as defined under the Declaration, shall not be a Class A Member unless and until seventy-five percent (75%) of the total Lots contemplated in the Property and Adjacent Property are owned by Owners other than Developer or Debra, the developer of MetroWest.

CLASS B. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot the title to which is held by the Developer or Debra. The Class B membership shall cease and be converted to Class A membership at such time as seventy-five percent (75%) of all lots in Westchester shall have recorded ownership by Owners other than Developer or on January 1, 1995, whichever occurs first."

ARTICLE X
Amendments

"Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of the voting membership of the Association, plus such approvals, if any, as may be required by Article XI below."

ARTICLE XI
Other Approvals

"As provided in the Declaration, the approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven percent (67%) of the First Mortgages from time to time encumbering the Lots is required for all of the following: (i) alienation or encumbering of all or any portion of the Common Area except as permitted in the Declaration; and (ii) amendment of these Articles of Incorporation or the Association's By-Laws; and (iii) the merger, consolidation, or dissolution of this Association."

ARTICLE XII
Voting Requirements

"Section 2. Two-Thirds of Class. Any of the following constitute Extraordinary Action that must be approved by two-thirds (2/3) of each class of members: (i) any mortgaging of this Association's property as provided in Article III(e) of these Articles; (ii) any merger or consolidation of this Association as

provided in Article III(g) of these Articles; (iii) any dissolution of this Association.


Section 3. Two-Thirds of Those Present. Any of the following constitute Extraordinary Action that requires the approval of two-thirds (2/3) of the Class A members present at a duly called meeting and of Developer for so long as Developer is a member of the Association: (i) capital improvements to the Common Area, as provided in the Declaration; and (ii) any special assessment for capital improvements to the Common Area, as provided in the Declaration.

Section 4. Notice and Quorum. Wherever any provision of this Declaration requires any Extraordinary Action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than 30 days, nor more than 60 days, in advance of such meeting, setting forth its purpose. Notice of all other meetings must be given at least 15 days in advance to each Member. The presence in person or by proxy, of Members entitled to cast at least one-half (1/2) of the votes of each then existing class of membership constitutes a quorum. If the required quorum is not present or represented, the Members entitled to vote shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Proxies must be registered with the Secretary of the Association prior to Members meetings. No Owner other than Developer may hold more than five (5) proxies."

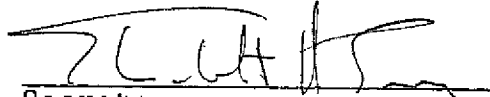
The Chairman then presented an Amendment to the By Laws of the Corporation to change Article II, Member's Meetings, Section 8 to read as follows:

"Section 8. Quorum. The presence at a meeting of members, in person or by proxy, entitled to cast one-half (1/2) of the votes of each class of membership constitutes a quorum for all purposes, except as otherwise provided in the Declaration, the Amended Articles of Incorporation or these By Laws as amended. Once established, a quorum is effective notwithstanding the subsequent withdrawal of members. If the required quorum is not present at any meeting duly called, a majority of the members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present."

There being no further business, the meeting adjourned.



President



Secretary

LEGAL DESCRIPTION

Lots 1 - 94, inclusive, of A Replat of Tract 10, Metrowest, according to the Plat thereof, recorded in Plat Book 18, Pages 87, 88 and 89 of Orange County, Florida.

EXHIBIT "A"

AMENDMENT TO
THE CORPORATE BY LAWS
WESTCHESTER ASSOCIATION AT METROWEST, INC.

The By Laws of the above Florida corporation are amended by the Board of Directors of the corporation as follows:

Article II, Member's Meetings, Section 8, is hereby amended to read as follows:

"Section 8. Quorum. The presence at a meeting of members in person or by proxy, entitled to cast one-half (1/2) of the votes of each class of membership constitutes a quorum for all purposes, except as otherwise provided in the Declaration, the Amended Articles of Incorporation or these By Laws as amended. Once established, a quorum is effective notwithstanding the subsequent withdrawal of members. If the required quorum is not present at any meeting duly called, a majority of the members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present."

In all other respects, the Bylaws shall remain as they were prior to this Amendment.

AMENDMENT ADOPTED as of this 14th day of March, 1988.



Salvador F. Leccese, Director



William J. Schordorf, Director



Elisabeth A. Somers, Director

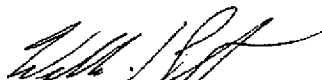
WAIVER OF NOTICE OF SPECIAL MEETING OF
BOARD OF DIRECTORS OF
WESTCHESTER ASSOCIATION AT METROWEST, INC.

We, the undersigned, being all of the Directors of WESTCHESTER ASSOCIATION AT METROWEST, INC., do hereby waive all notice of such Special Meeting, and do consent that the 14th day of March, 1988 at 10:00 o'clock, A.M. be, and the same is hereby fixed as, the time, and the offices of the Corporation in Orlando, Florida, as the place for holding the same, for the purpose of the approval of an Amendment to Articles of Incorporation, the approval of an Amendment to By Laws, and for the transaction of any other business as may lawfully come before the meeting.

DATED this 14th day of March, 1988.



SALVADOR F. LECESSE



WILLIAM J. SCHORDORF



ELISABETH A. SOMERS

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**MINUTES OF THE FIRST MEETING
OF THE INCORPORATORS OF**

The first meeting of the Incorporators was held on
19 at
in the State of

a subscriber to the Certificate
of Incorporation called the meeting to order and stated the purposes
of this meeting.

On motion duly made and carried
was elected temporary chairperson, until the first annual meeting and
secretary until the first annual meeting.

The chairperson then read the Certificate of Incorporation as was
filed in the office of the Secretary of State on 19

The chairperson then appointed a Committee consisting of

to draw up and submit a proposed set of by-laws at the first annual
membership meeting.

MINUTES OF THE FIRST MEMBERSHIP MEETING OF

The first meeting of the membership was held on 19
at
in the State of

The meeting was called to order by
acting chairperson of the organization who explained that the in-
corporators of this organization had met on 19
and had elected as temporary officers of this organization the
following:

Acting President

Acting Secretary

The chairperson then explained the purposes for which this meet-
ing was called and asked the secretary to read the Certificate of In-
corporation of this organization as it had been filed in the Office of
the Secretary of State.

After the secretary had complied with the request a motion was
duly made and carried that the secretary be directed to spread a copy
of such certificate at length upon the minutes of this meeting and
that a copy of the receipt issued by the Secretary of State's Office
be affixed to the minutes of this meeting.

The by-laws committee appointed at the Meeting of Incorporators
presented a proposed set of by-laws. The proposed by-laws were taken
up, read and by vote approved as the by-laws of the corporation. The
secretary was directed to annex a copy of the by-laws to these minutes.

The chairperson then stated that nomination for officers were in order. The following were nominated:

For President:

For Vice-President:

For Secretary:

For Treasurer:

The chairperson then appointed

as inspectors of election for this election. They distributed blank ballots and requested that each member write the name of his or her candidate for office on such sheet and deposit it in the receptacle provided.

After each member had cast his or her vote the chairperson declared the polls closed. The inspectors retired to canvass the vote and the meeting proceeded to consider other business.

The Inspectors of Election then notified the chairperson that the canvass of the ballots had been completed and they were ready to certify as to the results. The following persons were elected for the ensuing year as officers of this organization:

For President:

For Vice-President:

For Secretary:

For Treasurer:

The chairperson then announced that nominations for Directors were in order. The following were nominated:

The inspectors distributed the ballots requesting that each member write in the names of the directors for the next ensuing year and to deposit such ballot in the receptacle provided.

After each member had cast his or her ballot the chairperson declared the polls closed. The inspectors retired to canvass the vote.

The inspectors then notified the chairperson that the canvass of the ballots had been completed and they were ready to certify as to the results. The following persons were elected as directors for the ensuing term:

the acting chairman asked the duly elected president, to assume the chair.

the president, took over the chair for the balance of the meeting. The President requested the rest of the elected officers to take their regular places.

The following business was transacted:

There being no further business the meeting was adjourned on Motion

Respectfully submitted

Dated,

19

CERTIFICATE OF INCORPORATION

RESTATED

BYLAWS

of

WESTCHESTER ASSOCIATION AT METROWEST, INC.

a Florida corporation not-for-profit

1. General.

1.1 Identity. These are the Restated Bylaws of WESTCHESTER ASSOCIATION AT METROWEST, INC. (the "ASSOCIATION"), a corporation not-for-profit formed under the laws of the State of Florida. These Restated Bylaws are intended to replace any previous Bylaws for the Association. The necessity of adopting these Restated Bylaws was caused by the misplacement of the original Bylaws. The ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation (the "Articles"), and the DECLARATION OF COVENANTS AND RESTRICTIONS FOR WESTCHESTER ASSOCIATION AT METROWEST, and any amendments thereto (the "Declaration"). The ASSOCIATION shall have all of the powers provided in these Bylaws, the Articles, the Declaration (collectively, the "Governing Documents"), and any other statute or law of the State of Florida or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.4 Seal. The seal of the ASSOCIATION shall have inscribed upon it WESTCHESTER ASSOCIATION AT METROWEST, INC. The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.5 Inspection of Books and Records. The records of the ASSOCIATION shall be open to inspection by any MEMBER of the ASSOCIATION, upon request, during normal business hours or under other reasonable circumstances. The records of the ASSOCIATION shall include current copies of the Declaration, the Articles, the Bylaws, any Rules and Regulations of the ASSOCIATION, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of any Lot current copies of the Governing Documents and the most recent annual financial statement of the ASSOCIATION.

1.6 Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Declaration and the Articles.

2. Membership in General.

2.1 Qualification. The qualification of MEMBERS, the manner of their admission to membership, changes in membership, and the termination of such membership, shall be as set forth in the Declaration and the Articles.

2.2 MEMBER Register. The Secretary of the ASSOCIATION shall maintain, in the

office of the ASSOCIATION showing the names and addresses of the MEMBERS of the ASSOCIATION. Each MEMBER shall at all times advise the Secretary of any change of address of the MEMBER or of any change of ownership of the MEMBER's Lot. The ASSOCIATION shall not be responsible for reflecting any changes until notified of such change in writing.

3. Membership Voting.

3.1 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present, shall be binding upon all MEMBERS for all purposes, except where otherwise provided by law or in the Governing documents.

3.2 Determination of Voting Rights. The OWNER of a Lot who is a MEMBER shall be entitled to one (1) vote for each Lot owned by that MEMBER.

3.3 Number of Votes. The total number of outstanding votes at any time shall be equal to the number of Lots shown on the plat of WESTCHESTER ASSOCIATION AT METROWEST, INC. If the plat is amended to increase or decrease the number of Lots, the total number of votes will be adjusted accordingly.

3.4 Voting by Co-OWNERS. If the Lot associated with the membership of a MEMBER is owned by more than one individual or by an entity, the vote(s) of the MEMBER may be cast at any meeting by any co-OWNER of the Lot. 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) shall continue to be counted for purposes of determining the existence of a quorum.

3.5 Proxies. Every 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 behalf by a proxy signed by such MEMBER. Any proxy shall be delivered to the Secretary of the 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 executing it.

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

4. Membership

4.1 Who May Attend. Any Person entitled to cast the votes of the MEMBER, and in the event any Lot is owned by more than one Person, all co-OWNERS of the Lot may attend any meeting of the MEMBERS. However, the votes of any MEMBER shall be cast in accordance with the provisions of Section 3 above. Any Person not expressly authorized to attend a meeting of the MEMBERS, as set forth above, may be excluded from any meeting of the MEMBERS by the presiding officer of the meeting.

4.2 Place. All meetings of the MEMBERS shall be held at the principal office of the ASSOCIATION or at any other location as designated by the BOARD and stated in the notice of meeting.

4.3 Quorum Requirements. Except as set forth hereinafter or unless otherwise so provided, at any regular or special meeting of the MEMBERS, the presence in person or by proxy

of MEMBERS entitled to cast thirty percent (30%) of the votes of the entire membership at the time of such vote shall constitute a quorum. If any meeting of the MEMBERS cannot be organized because a quorum is not present, a majority of the votes of the MEMBERS present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of MEMBERS holding at least twenty-five percent (25%) of the votes of the entire membership. Such an adjourned meeting may be held without notice thereof as provided in subsection 4.4, provided that notice is given by announcement at the meeting at which such adjournment is taken.

4.4 Notices. Written notice stating the location, day and hour of any meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each MEMBER not less than five (5) nor more than sixty (60) days before the date of the meeting, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the MEMBER at the MEMBER's address as it appears on the records of the ASSOCIATION, unless such MEMBER shall have filed a written request with the Secretary of the ASSOCIATION stating that notices to him be mailed to some other address. All notices shall be dated and shall be mailed to the MEMBERS as soon after the date of the notice as is practical. The date of the notice shall be the date used for the purpose of determining MEMBERS entitled to notice of, or to vote at, any meeting of the MEMBERS of the ASSOCIATION, or in order to make a determination of the MEMBERS for any other purpose. The BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. If the Lot of a MEMBER is owned by more than one Person, only one notice shall be required to be sent with respect to the MEMBER, which shall be made to the person designated in the records of the ASSOCIATION.

4.5 Waiver of Notice. Whenever any notice is required to be given to any MEMBER under the provisions of the Articles or these Bylaws, or as otherwise provided by law, a waiver in writing signed by the Person or Persons entitled to such notice whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a MEMBER at a meeting shall constitute a waiver of notice of such meeting except when the MEMBER objects at the beginning of the meeting to the transaction of any business the meeting is not lawfully called or convened.

4.6 Annual Meeting. The annual meeting for the purpose of electing members of the BOARD and transacting any other business shall be held at such time in the month of either March or April as shall be selected by the BOARD. If the BOARD fails to call the annual meeting by the end of April, then within thirty (30) days after the written request of any MEMBER, or Officer or member of the BOARD of the ASSOCIATION, the Secretary shall call the annual meeting.

4.7 Special Meetings. Special meetings of the MEMBERS may be requested by written notice to the Secretary by any member of the BOARD, the President, or any MEMBERS having not less than ten percent (10%) of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of the meeting. Notice of any special meeting shall be given in accordance with subsection 4.3 to all of the MEMBERS within thirty (30) days after a special meeting is duly requested.

4.8 Adjournments. Any meeting may be adjourned or continued 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 any Officer of the ASSOCIATION may adjourn the meeting. If any

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, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. 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.

4.9 Organization. At each meeting of the MEMBERS, the President, or in his absence, the Vice President shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any Person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.10 Minutes. The minutes of all meetings of the MEMBERS shall be kept in a book available for inspection by the MEMBERS of the BOARD, at any reasonable time.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the MEMBERS may be taken without meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the MEMBERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all MEMBERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those MEMBERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If the Lot(s) for which membership is established in the ASSOCIATION is owned by more than one Person or by an entity, the consent for such Lot(s) need only be signed by one Person who would be entitled to cast the vote(s) for the Lot(s).

5. Board.

5.1 Number of Members of BOARD.

5.1.1 The affairs of the ASSOCIATION shall be managed by a BOARD comprised of not less than three (3) nor more than nine (9) members which members shall be elected at the annual meeting of the MEMBERS.

5.1.2 Notwithstanding the foregoing, in no event shall there be less than three (3) members of the BOARD, and the number of members of the BOARD shall always be an odd number.

5.2 Term of Office. The term of office of the members of the BOARD shall be one (1) year. 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. If a position on the BOARD becomes available due to the death, resignation, removal or judicial adjudication of mental incompetence, the remaining members of the BOARD shall appoint a successor. Any Person serving as a member of the BOARD may be re-elected, and there shall be no limitation of the number of terms during which he may serve.

5.3 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the members of the BOARD, and no further notice of the organizational meeting shall be necessary.

5.4 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the members of the BOARD.

5.5 Special Meetings. Special meetings of the BOARD may be called by any member of the BOARD, or by the President if not otherwise a member of the BOARD, at any time.

5.6 Board Action Without a Meeting. Any action required to be taken at a meeting of the members of the BOARD, or any action which may be taken at a meeting of the members of the BOARD, may be taken without a meeting if a consent in writing setting forth the action so to be taken is signed by all members of the BOARD and is filed in the minutes of the proceedings of the BOARD. Such consent shall have the same effect as unanimous vote.

5.7 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or member of the BOARD, stating the day, location and time of the meeting. Notice of such meeting shall be delivered to each member of the BOARD either personally or by telephone or telegraph, at least twenty-four (24) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three (3) days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any member of the BOARD who signs a waiver of notice either before or after the meeting. Attendance of a member of the BOARD at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a member of the BOARD states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.8 Attendance at the BOARD Meetings. All meetings of the BOARD shall be open to all MEMBERS. A member of the BOARD may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the members of the BOARD and any MEMBERS present in an open meeting.

5.9 Quorum and Manner of Action. A majority of the BOARD shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the members of the BOARD present at a meeting at which a quorum is present shall be the act of the BOARD unless the act of a greater number of members of the BOARD is required by statute or the Governing Documents.

5.10 Adjourned Meetings. A majority of the members of the BOARD present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another location and time. Notice of any such adjourned meeting shall be given to the members of the BOARD who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other members of the BOARD. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.11 Presiding Officer. The presiding officer of the meetings of the BOARD shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the ASSOCIATION shall preside if the President is a member of the BOARD. In the absence of the presiding officer, the members of the BOARD shall designate one of their members to preside.

5.12 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the MEMBERS or members of the BOARD.

5.13 Committees. The BOARD may by resolution appoint committees. Any committee may exercise such powers, duties and functions as may be determined by the BOARD which may

include any powers which may be exercised by the BOARD.

5.14 Resignation. Any member of the BOARD may resign at any time by giving written notice of his resignation to the Secretary. Any resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

5.15 Removal of Members of the BOARD. Members of the BOARD may be removed as follows:

5.15.1 Any member of the BOARD other than a member appointed by the DEVELOPER may be removed by majority vote of the remaining members of the BOARD if such member has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings.

5.15.2 Any member of the BOARD other than a member appointed by the DEVELOPER may be removed with or without cause by a majority of the votes the MEMBERS cast at a special meeting of the MEMBERS called by MEMBERS having not less than twenty-five percent (25%) of the votes of the entire membership expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the MEMBERS at such meeting or, if the MEMBERS shall fail to fill such vacancy, by the BOARD as in the case of any other vacancy on the BOARD.

5.16 Compensation. The BOARD shall not be entitled to any compensation unless the MEMBERS elect to pay them compensation and set the amount of such compensation, at any meeting of the MEMBERS.

5.17 Power and Duties. The Board shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these Bylaws, the Articles, the Declaration, or as otherwise provided by statute or law. Such powers and duties of the BOARD shall include without limitation (except as limited elsewhere herein), the following:

5.17.1 The operation, care, upkeep and maintenance of the Common Areas, and any other portion of WESTCHESTER ASSOCIATION AT METROWEST, INC. determined to be maintained by the ASSOCIATION.

5.17.2 The determination of the expenses required for the operation of the ASSOCIATION.

5.17.3 The collection of Assessments for Common Expenses from MEMBERS required to pay same.

5.17.4 The employment and dismissal of personnel.

5.17.5 The adoption and amendment of Rules and Regulations covering the details of the operation and use of property owned and/or maintained by the ASSOCIATION.

5.17.6 Maintaining bank accounts on behalf of the ASSOCIATION and designating signatories required therefor.

5.17.7 Obtaining and reviewing insurance for property owned and/or maintained by the ASSOCIATION.

5.17.8 The making of repairs, additions and improvements to, or alterations of, property owned and/or maintained by the ASSOCIATION.

5.17.9 Borrowing money on behalf of the ASSOCIATION provided however, that the consent of the MEMBERS having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$25,000.00.

5.17.10 Contracting for the management and maintenance of property owned and/or maintained by the ASSOCIATION. Authorizing a management agent or company to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Areas with such funds as shall be made available by the ASSOCIATION for such purposes. The ASSOCIATION and its Officers shall, however, retain at all times the powers and duties granted by all Governing Documents, including but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.

5.17.11 Exercising all powers specifically set forth in the Governing Documents, and as otherwise provided by statute of law, and all powers incidental thereto or implied therefrom.

5.17.12 Entering into and upon any portion of the Property, including the Lot(s), when necessary to maintain, care and preserve any property in the event the respective OWNER fails to do so.

5.17.13 Collecting delinquent Assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the MEMBERS and/or OWNERS for violations of these Bylaws and the terms and conditions of the Declaration or of the Rules and Regulations of the ASSOCIATION.

5.17.14 Acquiring and entering into agreement whereby the ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the MEMBERS and/or OWNERS and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

The BOARD shall have the right, but not the obligation, to assign to the METROWEST Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"), all, or any portion of, the rights, obligations and powers of the ASSOCIATION and the BOARD set forth herein. After an assignment, the BOARD, upon majority vote, may rescind such assignment and assume the rights and responsibilities previously assigned to the Master Association.

6. Officers.

6.1 Positions and Qualifications. The Officers of the ASSOCIATION shall include a President, Vice President, a Treasurer and Secretary, all of whom shall be elected by the BOARD and may be preemptively removed from office with or without cause by vote of the BOARD at any meeting by concurrence of a majority of the members of the BOARD. Any Person may hold two or

more office except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION. Each Officer shall hold office until his successor shall have been elected, qualified, or until his death, resignation, or removal.

6.2 Resignation. Any officer of the ASSOCIATION may resign at any time by giving written notice of his resignation to any member of the BOARD, the President or the Secretary. Any resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these Bylaws for the regular election or appointment of such office.

6.4 The President. The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees to assist in the conduct of the affairs of the ASSOCIATION.

6.5 The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.6 The Secretary. The Secretary shall be responsible for preparing and keeping the minutes of all proceedings of the BOARD and the MEMBERS. He shall be responsible for attending to the giving and serving of all notices to the MEMBERS and the members of the BOARD and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform or direct performance of all other duties incident to the office of Secretary or the ASSOCIATION, and as may be required by the BOARD or the President.

6.7 The Treasurer. The Treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, evidence of indebtedness. He shall oversee the keeping of books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall cause a Treasurer's Report to be submitted to the BOARD at reasonable intervals and shall perform or cause to be performed all other duties incident to the office of Treasurer. He shall collect, or direct collection of, all Assessments and shall report promptly to the BOARD the status of collections.

6.8 Compensation. The Officers of the ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that members of the BOARD will not be compensated unless otherwise determined by the MEMBERS, shall preclude the BOARD from employing a member of the BOARD or an Officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a member of the BOARD for the management of the Common Property or any portion thereof, or for the provision of services to the ASSOCIATION, including, but not limited to, engineering, architectural, planning, landscape planning, accounting or legal services, and in either such event to pay such member of the BOARD

a reasonable fee for such management or provision of services.

7. Finances and Assessments.

7.1 Adoption of the Budget.

7.1.1 By October 31st of each year, or as soon thereafter as is reasonably possible, the BOARD shall adopt a budget for the next fiscal year, necessary to defray the Common Expenses of the ASSOCIATION for such fiscal year as set out in the Declaration. The Common Expenses of the ASSOCIATION shall include all expenses of any kind or nature whatsoever anticipated to be incurred, by the ASSOCIATION for the next fiscal year. In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the Common Expenses of the ASSOCIATION for the fiscal year in which the adopted budget applies, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

7.2 Assessments and Assessment Roll.

7.2.1 Pursuant to the terms of the Declaration, the BOARD shall fix and determine the amount and frequency of the MEMBERS' Assessments for Common Expenses. Such Assessments shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic Assessments for Common Expense, whether quarter, monthly, or otherwise, shall be equal unless the BOARD determines unequal Assessments are required to provide funds in advance for the expenses of the ASSOCIATION. As soon as practicable after the determination of the Assessments for Common Expenses, the ASSOCIATION shall notify each MEMBER, in writing, of the amount, frequency and due date of such MEMBERS' Assessments, provided, however, that no Assessment shall be due in less than ten (10) days from the date of such notification.

7.2.2 In the event the expenditure of funds by the ASSOCIATION is required that cannot be paid from the Assessments for Common Expenses, the BOARD may make Special Assessments in the manner as set out in the Declaration.

7.2.3 The ASSOCIATION shall maintain an Assessment roll for each MEMBER, designating the name and current mailing address of the MEMBER, the amount of each Assessment payable by such MEMBER, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the MEMBER, and the balance due.

7.3 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, members of the BOARD or other persons as may be designated by the BOARD.

7.4 Application of Payments and Commingling of Funds. All sums collected by the ASSOCIATION from Assessments may be commingled in a single fund or divided into more than one funds, as determined by the BOARD. Reserve Funds shall be deposited in separate interest bearing accounts.

8. Parliamentary Rules.

8.1 Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of MEMBERS when not in conflict with the Governing Documents.

9. Amendments.

9.1 Initiation. A resolution to amend these Bylaws may be proposed by any member of the BOARD, or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the ASSOCIATION.

9.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.3 Adoption of Amendments. A resolution for the adoption of a proposed amendment to these Bylaws shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the ASSOCIATION. Notwithstanding this provision, these Restated Bylaws may be adopted by a majority of the current members of the BOARD.

10. Rules and Regulations. The BOARD may, from time to time, adopt or amend previously adopted, Rules and Regulations concerning the use of Common Areas and concerning the use, operation and maintenance of other portions of the Property in order to further implement and carry out the intent of the Governing Documents. The BOARD shall make available to any MEMBER upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. Miscellaneous.

11.1 Tense and Genders. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.

11.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3 Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, and Bylaws, and the Rules and Regulations of the ASSOCIATION shall govern, in that order.

11.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

11.5 Waiver of Objections. The failure of the BOARD or any Officers of the ASSOCIATION to comply with any terms and provisions of the Governing Documents which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a MEMBER within thirty (30) days after the MEMBER is notified, or becomes aware of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all MEMBERS who received notice of the meeting and failed to object to such a defect at the meeting.

IN WITNESS WHEREOF, the undersigned, constituting the current members of the Board of the ASSOCIATION, have executed these Restated Bylaws this _____ day of March, 2000.

WESTCHESTER ASSOCIATION
AT METROWEST, INC.

By: Eleanor N. Nease, President

By: Fred Baker, Vice President

By: David Maynard, Secretary

By: Jennifer Maynard, Treasurer

By: Bill Lape, Chairman, Architectural
Review Board

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

January 28, 2021

Sarah E. Webner, Esq.
Wonsetler & Webner, P.A.
860 North Orange Avenue, Suite 135
Orlando, Florida 32801

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**Re: Westchester Association at Metrowest, Inc., Approval;
Determination Number: 21005**

Dear Ms. Webner:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Westchester Association at Metrowest, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp/rm

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.

Owner Name(s)	Property Address	Prncpe			Legal Descriptions
		Property City	Property State	Property Zip	
WESTCHESTER ASSOCIATION AT METROWEST INC	601 BERKS CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 TRACT A
METROWEST MASTER ASSOC INC	901 S HIAWASSEE RD	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 TRACT B (RETENTION)
PIAGET ACADEMY INC	6395 RALEIGH ST	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 TRACT D
METROWEST MASTER ASSOC INC	6343 RALEIGH ST	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 TRACT F
WESTCHESTER ASSOCIATION AT METROWEST INC	701 S HIAWASSEE RD	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 TRACT H
WESTCHESTER ASSOCIATION AT METROWEST INC	601 S HIAWASSEE RD	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 TRACT I
CISNEROS JORGE	6601 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 1
STRACHAN MICHAEL F	6595 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 2
HUNT JENNIFER MALLORY	6589 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 3
REVELLO REGINA	6583 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 4
WEAKLAND BROOKE A					
WEAKLAND PAUL J	6577 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 5
ALLEN THOMAS EUGENE JR	6571 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 6
CYNTHIA E DAMON TRUST	6565 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 7
CEPEDA ANTONIO	6559 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 8
UNGER ROBERT M					
UNGER PHYLLIS	6553 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 9
PHAM CUONG VAN	6547 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 10
BLUM CLAUDIA D	6541 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 11
ROCHA FABIO					
FIGUEIREDO RANIERI DE ALMEIDA	600 SOMERSHIRE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 12
ROCHA GERVASIA	601 SOMERSHIRE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 13
JONES WILLIE MAE	605 SOMERSHIRE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 14
FLOREZ ELIZABETH	609 SOMERSHIRE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 15
ZIES JONATHAN ADAM	6537 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 16
REINHARDT TIFFANY	6531 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 17
ALHALWANI MOHAMAD					
ALAKKAD FARAH	6525 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 18
PALMIERI ALAN R	6519 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 19
BURGIEL JONATHAN					
BURGIEL MARY JO	6513 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 20
MILASZEWICZ TOM	6507 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 21
PORTER DOUGLAS M	6501 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 22
REUTENAUER ROBERT	642 BERKS CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 23 4028/4945
TOSADO MELANIE J					
TOSADO NELSON	634 BERKS CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 24
GRONINGER PERRY MARCUS					
GRONINGER JULIANA C	626 BERKS CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 25
PINTO FERNANDO HENRIQUE CAMARGO					
PINTO SYLVIA R	618 BERKS CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 26
RAS NILDA R	610 BERKS CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 27
GLASGOW GENEVIE E	602 BERKS CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 28
DUNKLEY WESLEY D					
RAGSDALE SANDRA R	617 BERKS CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 29
CAMPBELL-ALEXANDER SARAH L	6449 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 30
KAMILA USA INC	6441 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 31
HUNTER IMAMU					
HUNTER BRANDY	6433 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 32
REYNOLDS JULIE ANNE	6425 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 33
MILLS EARL G					
MILLS NATALIE FRANCES	6419 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 34
CUTHBERT JEROME ANTHONY AND KANESHA	6407 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 35
TABER CLAUDIA	6401 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 36
PARLAK DENNNIS J					
PARLAK MARIA A	6400 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 37
CRAWFORD ERIC BANSON AND LYNNEA MARIE	6410 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 38
CRANIS MELISSA	6418 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 39
BLOMBERG DEREK R					
BLOMBERG MARY E	6426 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 40
THOMPSON CHRISTOPHER R	6434 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 41
AMORIM MARCELO ANDERSON					
AMORIM ADRIANA BATISTA	6442 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 42
MCCOY ELEANOR	6450 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 43
CORTEZ JORDAN V	6458 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 44
RAMIREZ JOSEPH A					
CARRION CAMERON LEE	6466 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 45
MAHADEO HACKIM	6474 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 46
JENNINGS BELTON E III LIFE ESTATE					
REM: SHAWN MICHAEL JENNINGS					
REM: CHRISTOPHER SCOTT JENNINGS					
REM: HEATHER P HYLER	6511 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 47

SILVA BUSTILLOS RICARDO JOSE						
ZALDIVAR SANDRA CAROLINA	6519 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 48	
KUNIKO KIDD REVOCABLE TRUST	6527 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 49	
REED TERENCE	6535 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 50	
BLAIR GEORGE W						
BLAIR ALICE M	6543 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 51	
SHAH PARAG						
SHAH PUJA	6551 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 52	
MORIN ROGER LUCIEN II LIFE ESTATE						
REM: LINDA OUELLETTE	6559 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 53	
TENNY LOIS ESTATE	6567 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 54	
NORELIA FRISNER						
BLANCHARD MARIE CAROLLE	6575 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 55	
MOLINA AIMEE	6583 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 56	
ECKERT LESTER F						
ECKERT JOSEPHINE	6572 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 57	
RIVERA JOEY						
DIAZ DENISSE	6564 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 58	
MARTINEZ GILBERTO						
MARTINEZ JACQUELINE	6556 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 59	
ROYAL MASTER SERVICES INC	6540 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 60	
WEGENER DEBORAH M	6524 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 61	
SINGH KEVIN	6508 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 62	
BERMUDEZ CIRIS						
BERMUDEZ MICHELE L	6500 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 63	
KEFFER LUTHER						
KEFFER KATHLEEN	6501 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 64	
HARRIS SHERRI R	6509 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 65	
Shipp Jeremy Meshto						
Shipp Janet Mccluster	6517 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 66	
KLEIN DENISE						
DELACANCELA ALEXIS	6525 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 67	
ESPANO LORENA						
ESPANO VICTOR RUBEN	6533 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 68	
SKEFFINGTON MICHAEL A						
SKEFFINGTON MARUJA	6541 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 69	
AMERICAN HOMES 4 RENT	6549 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 70	
STROH LYNN I						
STROH CAROL A	6557 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 71	
SCHELMETY CHARLES JR						
SCHELMETY EVELYN	6565 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 72	
URENA ALEJANDRO G						
URENA ANGELA	6573 ABERCROMBIE CT	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 73	
CASTILLO JORGE E						
VIEIRA ANGELA G	6588 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 74	
VYAS SHASHIKANT C LIFE ESTATE						
VYAS SUDHABEN S LIFE ESTATE						
REM: SUNIL VYAS						
REM: ALPA VYAS-TIPNES						
REM: MANISH VYAS	6582 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 75	
MORGAN SCOTT						
MORGAN ASHLEY	6576 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 76	
LEFFLER PAIGE A						
DAVENPORT PHILLIP ANTHONY JR	6570 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 77	
GLENN-WHITE VERMITA	6558 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 78	
NOEL MARIE Y	6546 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 79	
TRIVEDI UTPAL						
TRIVEDI PRERANA	6540 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 80	
WYNN CALVERT W	6536 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 81	
PLUAS JOHNNY A	6530 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 82	
DOHERTY KELLI-ANN	6524 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 83	
ISHIKAWA NAOKI	6518 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 84	
ROSSI MELISA P AND MARIN JAVIER E.	6512 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 85	
UNDERWOOD DENNIS W						
UNDERWOOD JOYCE D	6506 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 86	
BISCHOFF DAVID	6500 GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 87	
KING SCOTT	650 SAINT EDMUNDS LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 88	
GORDON JULIE ANN						
GORDON PAUL PHILLIP	642 SAINT EDMUNDS LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 89	
ROJAS ELVIS JOSE	634 SAINT EDMUNDS LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 90	
FREDERICK V PEET LIVING TRUST	626 SAINT EDMUNDS LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 91	
VIXAMA KERTHA						
BELZAIRE LIONEL L	618 SAINT EDMUNDS LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 92	

HUTTER SERGIO						
HUTTER SOLANGE	610 SAINT EDMUNDS LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 93	
SINANAN RAMESH	600 SAINT EDMUNDS LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 LOT 94	
WESTCHESTER ASSOCIATION AT METROWEST INC	GROSVENOR LN	Orlando	FL	32835	REPLAT OF TRACT 10 METROWEST 18/87 TRACT J	

Owner Name(s)	Property Address	Property City	Property State	Property Zip	Legal Description
WESTCHESTER ASSOCIATION AT METROWEST INC	751 S HIWASSEE RD	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 TRACT A
WESTCHESTER ASSOCIATION AT METROWEST INC	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 TRACT B
BEGUM RASHIDA	6428 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 95
NUTTING ROBERT					
SIMS DANA JENINE	6436 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 96
AWOLARU JAMES	6444 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 97
ROMAN PAUL	6452 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 98
WELLS TRENTON					
RODRIGUEZ ZIADE ROXANA	6460 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 99
FERNANDO JOHN AMAL					
FERNANDO THERESA SHANIKA S	6468 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 100
LOWE EVERETT					
LOWE LINDA	6476 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 101
FURBERT CLEON D	6484 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 102
LEVINE HENRY TR	6492 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 103
SEGUIAS JESUS					
LOPEZ SANCHEZ MARIELA	6500 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 104
ESTRADA EDER OMAR	6508 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 105
BERVIN BOLTE					
FLEUR SHERLINE SIENT	6516 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 106
KOUZMANOV HRISTO					
KOUZMANOV LIDIA	6524 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 107
MAGATAO SIMONE N	6532 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 108
JOHNSON ARNITA	6540 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 109
GAYLE DERRICK GILLETTE JR	6548 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 110
MEYER JOHN					
MEYER ANN FRANCIS	6556 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 111
MCDANIEL DALE THOMAS					
MCDANIEL KELLY LEANN	6564 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 112
TAYLOR JOHN FREDERICK PAUL	6572 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 113
RUSHING MARIA	6580 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 114
CUSHING JAMES	6588 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 115
ANTONLUCCI ANTHONY FRANCIS III	6596 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 116
LEWIS FRANCELIA E	6604 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 117
NARAIN SANDRA I					
FERNANDES GODFREY A	6612 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 118
DANG LONG THANH					
NGUYEN MYLE THI	6620 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 119
NEVAREZ JAN CARLOS					
NEEDHAM CARLEY LIN	6628 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 120
DANG DANNY LONG					
NGUYEN THERESA	6636 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 121
BROWN HAYLEY M	6582 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 122
MASSEY JEANNIE C	6574 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 123
RISPOLI MARISA A	652 CHARING CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 124
CROSBY EDWARD LAMONT	660 CHARING CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 125
RISH WILLIAM STEVEN					
RISH CORINA C	668 CHARING CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 126
LEVY YAKOV					
LEVY TALI	676 CHARING CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 127
KLASS SHIRLEY B TR					
KLASS STEVEN MICHAEL TR	675 CHARING CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 128
LI ZHI DAN					
TONG TONG	667 CHARING CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 129
MOORE ANTHONY					
MOORE WINSTON SR	659 CHARING CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 130
GLENN ERIK AND WALKOVER CARA	6540 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 131
BENNETT JESSICA E	6532 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 132
DE ANDRADE MARQUES GUILHERME	6524 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 133
ISTVAN RONALD J	656 BELLHURST CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 134
DE AGUILAR DAYANA BRANDAO AND ATEs TURAN	664 BELLHURST CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 135
WRIGHT JOHN L					
WRIGHT SHAWANDA	672 BELLHURST CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 136
VIERRA AINI T	673 BELLHURST CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 137
YOSWIT MONCHAYA	665 BELLHURST CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 138
ORTIZ COLON JOSE E					
COLON STEPHANIE	657 BELLHURST CT	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 139
MATHEN JOHN S					
JOHN JUDY	6516 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 140
SCHWARTZ ROBERT A					
SCHWARTZ DONNA J	6508 HAUGHTON LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 141
DARDEN JAMES					
DARDEN MILLCENT	6435 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 142
RO IL JOON					
RO SOON YOUNG	6443 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 143
LOUZADA PATRICIA MOREIRA					
AMICO MICHAEL ANTHONY	6451 PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 144

ROSA RIVERA ANGEL MARIO						
ROSA ANGELA	6459	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 145
ROBINSON DRHUE RILEY MEEKS	6467	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 146
POWELL CATERIA H	6481	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 147
NGUYEN SUNG						
NGOC LY THUY	6493	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 148
NAZARIO ANA REMEDIOS	6505	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 149
MAHERALI JAMIL						
MAHERALI DILSHAD	6515	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 150
MOOTOO SABRINA ELIZABETH	6523	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 151
DEL NIDO LUIS J	6531	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 152
DINELEY ALAN J	6539	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 153
DORCELUS JEAN C						
HENRICE CAROLE	6547	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 154
TAYLOR PAUL	6555	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 155
ANDRE MARIE ROSENIE VENANT						
ANDRE RONY	6567	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 156
KERMANI MANI R	6585	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 157
BAXTON ROBERT V TR						
BAXTON MARY E TR	6599	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 158
ZILBERB KACEY AND FRIED MICHAEL DAVID	6611	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 159
DE AVILA FABIO						
PACCHIELE DE AVILA CLECIA						
BARROS DE AVILA CAMILA	6627	PICCADILLY LN	Orlando	FL	32835	REPLAT OF TRACT G OF A REPLAT OF TRACT 10 METROWEST 21/133 LOT 160