

# MetroWest

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Rec Fee: \$86.50

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Phil Diamond, Comptroller

Orange County, FL

Ret To: CSC INC

## Rules and Regulations of MetroWest Master Association Inc.

Revised – September 1, 2023

### PREAMBLE

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

A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all Owners and Residents by the MWMA by posting on the MWMA website at [metrowestcommunity.com](http://metrowestcommunity.com). Failure of an Owner, Resident, Tenant or Occupant (as defined herein) to review the Rules and Regulations on the MWMA website or to otherwise obtain a copy of the Rules and Regulations shall not excuse such party from the requirement to abide by these Rules and Regulations. The MWMA shall have full right of enforcement of these Rules and Regulations as provided under Florida law and the Governing Documents.

#### 1. DEFINITIONS.

- 1.1 “Owner” shall have the same meaning as in the Master Declaration of Protective Covenants and Restrictions for MetroWest (“Declaration”) and other Governing Documents for MetroWest.
- 1.2 “Resident” shall have the same meaning as in the Declaration and other Governing Documents for MetroWest.
- 1.3 “Tenant” shall mean any and all person or persons who rent any residential or multi-family property in MetroWest under any form of lease agreement.
- 1.4 “Occupant” shall mean any and all person or persons who are 18 years or older and who occupy any residential or multi-family property in MetroWest, including, but not limited to children, family members, or relatives of any Owner, Resident or Tenant.
- 1.5 “Community Association” shall have the same meaning as in the Declaration.
- 1.6 “Management” shall mean the Licensed Community Association Manager, or the entity employing such person, or any other third-party management company or person engaged by the MWMA for the purpose of managing the MWMA or the MetroWest community.

- 1.7 “Property” shall have the same meaning as it does in the Declaration.
- 1.8 “Multi-Housing Properties” shall mean rental apartment properties.
- 1.9 “Leasing Standards” shall mean the written process and policies established and maintained by Community Associations and Multi-Housing Properties in accordance herewith.

## **RULES AND REGULATIONS**

### **2. COMMUNITY ASSOCIATIONS TO PROVIDE NOTICE OF MEETINGS.**

- 2.1 All Community Associations shall provide electronic notification to MWMA via its management email address of all meetings of its property/unit owners, board members and committees, including the date, time, location and agenda for such meeting.
- 2.2 The electronic notification shall occur immediately upon the setting of such meeting, in order to allow the MWMA adequate time to appoint a representative to attend the meeting at the MWMA's sole discretion.
- 2.3 As set forth in Section 3.4 of the Declaration, the MWMA shall have the absolute power to veto any action taken or contemplated to be taken, and shall have the absolute power to require specific action to be taken, by any Community Association.

### **3. COMMUNITY ASSOCIATIONS TO PROVIDE BUDGET ANNUALLY AND OFFICIAL RECORDS UPON REQUEST.**

- 3.1 All Community Associations as defined in the Declaration shall provide to the MWMA electronic copies of their budget on an annual basis beginning January 1, 2015, and by January 1 of each year thereafter. The MWMA or its Management shall have the right to establish protocols for submission of this information, which protocols must be followed by all Community Associations.
- 3.2 All Community Associations shall, upon request from the MWMA or Management, immediately produce for inspection by the MWMA, a copy of any Official Records maintained by that Community Association pursuant to Chapters 617, 718, 719 or 720, Florida Statutes.

### **4. LEASING STANDARDS AND CRIME FREE MULTI-HOUSING PROGRAM**

- 4.1 The MWMA seeks to promote the safety of the Owners and Residents of Property within MetroWest, since a safe and thriving community is a paramount goal. The implementation of standards for leasing Property is necessary in order to define the character of the community by lowering crime, promoting the safety of Residents, preserving property values, and generally maintaining the intended quality, character, and image of the community. In furtherance of this, all Community Associations and Multi-Housing Properties shall establish and maintain their own written process and policies (“Leasing Standards”) for Leases within their communities or Properties, which Leasing Standards must at all times be consistent with and subject to the Governing Documents for MetroWest and the provisions of these Rules and Regulations.

- 4.2 All Owners, Community Associations and Multi-Housing Properties within MWMA shall annually on or before January 1<sup>st</sup> of each year provide, in writing to the MWMA, the Leasing Standards for their communities or Properties, in such form and manner as specified by the MWMA or Management from time to time. Such Leasing Standards shall include, at a minimum, the following:
- 4.2.1 Property intended for single-family occupancy may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. All leases or occupancy agreements for residences (collectively, "Lease Agreements") shall be in writing. No residence may be leased or occupied on a daily, nightly, weekly, monthly, or any other basis other than for an initial term of not less than seven (7) months (*unless otherwise provided a longer term in the Member's Governing Documents*), with any renewals thereof being not less than one (1) month. All Lease Agreements shall require the residence to be used solely as a private single-family residence.
- 4.2.2 MWMA has adopted the MetroWest Crime Free Multi-Housing program ("CFMH") as of December 10, 2021. It shall be mandatory that all Community Associations and Multi-Housing Properties adopt, comply with continuously enforce the CFMH. All written Lease Agreements or renewals for all units within any Multi-Housing Properties shall include the **MetroWest Crime Free Lease Addendum**, attached hereto as Exhibit "A". Copies of the CFMH and **MetroWest Crime Free Lease Addendum** can be obtained at the MWMA headquarters: 2121 South Hiawassee Road, Suite 135, Orlando, FL 32835, or downloaded and printed on the MWMA website at [metrowestcommunity.com](http://metrowestcommunity.com). All Community Associations and Multi-Housing Properties shall be required to seek and diligently pursue Crime Free Certification through the International Crime Free Association.
- 4.2.3 It shall be mandatory that all Owners, Community Associations and Multi-Housing Properties fully enact, comply with and enforce all provisions of the Leasing Standards, as amended from time to time by the MWMA, including without limitation, the CFMH, at all times in a diligent and expeditious manner. In addition, all Owners, Community Associations and shall seek and obtain such certifications as required from time to time by the MWMA with regard to any and all related crime-free housing standards adopted at any time by the MWMA.
- 4.2.4 A copy of all written lease agreements with attached and signed **MetroWest Crime Free Lease Addendum** shall be provided to the Community Association office or management office for the applicable community where the Property is located.
- 4.2.5 All Owners shall obtain from their tenant(s) copies of driver's licenses (or state-issued ID, Federal I-94, I-20, green card or passport) for all and provide same to their Community Association or management office for all Tenants. All Owners shall also provide to their Community Association or management office license plate numbers or vehicle registration for all vehicles used by Tenants, Residents and/or Occupants.
- 4.2.6 No Tenant, 18 years of age or older, shall be permitted to lease Property within MetroWest without the Owner first obtaining a complete nationwide (or

international as applicable) criminal background check on the proposed Tenant for a period of 7 years prior to the proposed start date of the lease. No Property within MetroWest shall be rented or leased to any person who has been convicted of any of the crimes or offenses set forth below:

- Any felony conviction within the 7-year period prior to the proposed start date of the lease.
- Any conviction, at any time for a crime involving domestic violence, sexual battery, or crimes against children.

4.2.7 To the extent permitted by law, all Members must make available to the MWMA, copies of all background checks obtained on all Tenants in their Property if so requested.

4.2.8 All background checks referenced above shall be performed by a qualified and *bona fide* third-party service provider. Owners within Community Associations shall obtain information as to how to order background checks through their respective Community Association board of directors or management. Once obtained, all background checks must be reviewed and approved by one of the following prior to any Lease being entered into: (i) a *bona fide* third-party background check service; (ii) the Licensed Community Association Manager (if one is engaged for the subject community); or (iii) the Board of Directors of the Community Association or Multi-Housing Property. It shall be the responsibility of the Owner, Multi-Housing Property, and/or Community Association to comply with all laws, rules, or regulations related to the use, maintenance, distribution, or publication of any such background check information.

4.3 Owners and Tenants are directly, jointly and severally liable to the MWMA and their Community Association for violations by their tenant(s) of any lease agreement term or condition, municipal county or other local government code, governing document, or rule of the community association or MWMA by any Owner, Tenant, Occupant, Resident or invited guest on their Property. The MWMA shall have, at all times, direct enforcement rights against the Owner or Tenant, jointly or severally, to enforce these Rules and Regulations and/or any other provision of the Governing Documents for MetroWest.

4.4 The MWMA public safety executive committee will determine the effectiveness of the existing Leasing Standards and will discuss additional safeguards or ideas to improve the safety of residents, preserve property values, and lower crime. The MWMA reserves the right, in its sole discretion, to amend and revise these Rules and the leasing standards, as it deems appropriate to better protect and manage the community.

4.5 If a Community Association fails to implement and/or enforce these leasing standards or the **MetroWest Crime Free Lease Addendum**, the MWMA has the power to require such action take place and reserves all such enforcement rights as set forth in these Rules and/or Governing Documents to ensure compliance. The MWMA may assess the subject Owner, Tenant, Member, or Resident for the cost of such enforcement as well as impose monetary fines and suspend voting rights as described above and in the Declaration.

4.6 Required Provisions in Leases, Lease Approval and Enforcement by MWMA.

It is in the best interest of MetroWest for the MWMA to have the unconditional right to enforce all covenants, restrictions, and other terms and provisions set forth in the MetroWest Governing Documents for MetroWest, directly against all parties under any Lease, per the general provisions of Section 4.9.24 and Article X of the Declaration.

Therefore, in furtherance of all provisions set forth in this Rule and in the Governing Documents, all leases for any property in MetroWest, whether it be residential or commercial, include within them the following provision:

**Lease Subject to Master Declaration and Association Rights. It is agreed and understood between the parties that the subject leased premises are located within the MetroWest community and are included within, and subject to, Amended and Restated Master Declaration of Protective Covenants and Restrictions for MetroWest, all Rules and Regulations governing MetroWest promulgated from time to time by MetroWest Master Association, Inc. (“MWMA”) and all other restrictions, limitations and usages contained within any and all related documents of MWMA (“Governing Documents”).**

**Therefore, the parties acknowledge and agree that the terms hereof are specifically subject to all provisions, limitations, restrictions and rights set forth within the Governing Documents, including, without limitation, all rights of MWMA stated therein (to include but not limited to proper applicable licensing/permits, noise ordinances, loitering, parking limitations (violation may result including towing at owner’s expense when parking on private property without specific written consent of that property/parcel owner), criminal mischief or activity (including lewd and lascivious behavior), as well as CPTED lighting requirements). It is agreed and acknowledged that MWMA is a direct and intended third party beneficiary under this lease and therefore has the unconditional right to enforce all Rules, Regulations and other provisions of the Governing Documents directly against either party hereto, including, without limitation, the right to bring direct legal action against Tenant or any Occupant of the Property, in the event of any violation by Tenant of any of the provisions of the Rules, Regulations or other Governing Documents for MetroWest.**

MWMA, any committee duly constitute thereunder and/or the current Management is hereby authorized to establish procedures for the carrying out of this Rule and is further authorized and directed to take any and all action to enforce this Rule.

# Metrowest

## METROWEST CRIME FREE LEASE ADDENDUM

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

1. Resident, any members of the resident's household or any other occupants or guests of such property shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802] and/or Chapter 893 of the Florida Statutes).
2. Resident, any member of the resident's household or any other occupants or guests of such property shall not engage in any act intended to facilitate criminal activity, including, but not limited to drug-related criminal activity, on or near the said premises.
3. Resident or members of the household or any other occupants or guests of such property shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household or any other occupants or guests of such property shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or any other occupants or guests of such property shall not engage in and/or facilitate any illegal or unlawful activity of any kind or nature, including but not limited to:
  - Theft, as defined and prohibited in Florida Statutes 812.014.
  - Burglary, as defined and prohibited in Florida Statutes 810.011.
  - Violation of Injunction for Domestic Violence as described and prohibited in Florida Statutes 741.31.
  - Stalking, as defined and prohibited in Florida Statutes 784.048.
  - Criminal gang-related activity as defined in Florida Statutes 874.03 and prohibited in Florida Statutes 874.05.
  - Battery, as defined and prohibited in Florida Statutes 784
  - Aggravated Assault as prohibited in Florida Statutes 784.01.
  - Unlawful discharge of a firearm in public as prohibited in Florida Statutes 790.15.
  - Public Nuisance as prohibited in Florida Statutes 823.10.
  - Lewd and Lascivious behavior as prohibited in Florida Statutes 800.
  - Trespass after Warning as prohibited in Florida Statutes 810.09.

- Sexual Crimes as prohibited in Florida Statutes 794.
- Criminal Mischief as prohibited in Florida Statutes 806.13.
- Any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of any persons.
- Any violations of any of the Rules and Regulations or other Governing Documents of MetroWest.

**THE OCCURRENCE OF ANY OF THE ABOVE ACTS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY OR OTHER ENFORCEMENT ACTION AS DETERMINED BY THE MWMA. THE MWMA SHALL HAVE THE RIGHT TO TAKE DIRECT ACTION AGAINST THE SUBJECT OWNER, THE TENANT, OR BOTH TO ENFORCE ALL PROVISIONS OF THIS RULE, TO EVICT OR DISPOSSESS THE TENANT FOR VIOLATIONS OF THIS ADDENDUM, AS WELL AS ANY AND ALL OTHER RULES AND REGULATIONS OR GOVERNING DOCUMENTS FOR METROWEST. BY ENTERING INTO A LEASE, OR BY TAKING POSSESSION OF ANY PROPERTY IN METROWEST, ANY TENANT OR OTHER OCCUPANT OF ANY SUCH PROPERTY HEREBY ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS OR PROVISIONS OF THESE RULES, THE CRIME FREE ADDENDUM AND THE GOVERNING DOCUMENTS FOR METROWEST.**

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

Resident Signature \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Property: \_\_\_\_\_

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

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

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

- 6.1 All record requests submitted to the MWMA must be in writing and must specifically identify the Official Records (as defined by Subsection 720.303(4), Florida Statutes) that are to be inspected and/or copied.
- 6.2 MWMA will use its best efforts to meet all reasonable requests for access to the Official Records within 10 business days of any written request submitted to the MWMA Board or other designee.
- 6.3 Compliance with a record request may occur simply by having certain records available on MWMA's website via the internet at [www.metrowestcommunity.com](http://www.metrowestcommunity.com).
- 6.4 Other records not available on MWMA's website shall be inspected and/or copied only during regular office hours, and no more frequently than one 8-hour business day per month per parcel owner.
- 6.5 Such inspections will occur only at the MWMA's Management office location.
- 6.6 If a photocopy machine is available at the Management office, MWMA will provide copies on request during the inspection if the entire request is limited to no more than 25 pages at 25 cents per page. If a photocopy machine is not available or the records requested to be copied exceed 25 pages in length, the MWMA may have copies made by an outside duplicating service and may charge the actual cost of copying.



- 6.7 Additionally, MWMA may impose fees of \$25 per hour to cover the costs of providing copies of the Official Records, including the costs of copying and the costs required for personnel to retrieve and copy the records, if the time spent retrieving and copying the records exceeds one-half hour and if the request is more than 25 pages.
- 6.8 MWMA will allow a member, or his or her authorized representative, to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of Official Records in lieu of providing a copy of such records.
- 6.9 Pursuant to Subsections 720.303(5)(c)(1)-(7), Florida Statutes certain records are not accessible to members or parcel owners and will not be produced for inspection or copying. These records include, but are not limited to, any records protected by the lawyer-client privilege and the work-product privilege; personnel records; medical records; social security numbers and certain other personal identifying information.

7. FINES AND SUSPENSIONS

- 7.1 The MWMA may levy fines and impose suspension of membership rights (if applicable to a Member), against any person, parcel owner, Community Association or Member who violates any provision of the Governing Documents of the MWMA. Fines or suspension may be levied or imposed through the issuance of a Notice of Violation to the violating party, and in such event, the violation party shall be entitled to a single hearing in front of the Fining Committee, which shall be held no earlier than 14 days following the issuance of the Notice of Violation.
- 7.2 The MWMA may, in its sole discretion and without duty to do so, provide courtesy notices for certain violations in advance of the issuance of a Notice of Violation. The providing of such a courtesy notice shall not amount, at that time, or in the future, to any waiver or limitation of the right of the MWMA to impose fines or suspend membership privileges for any violation.
- 7.3 The issuance and providing of a Notice of Violation and the waiting period of 14 days prior to a hearing on the violation shall not act or be construed as a cure period, and the MWMA may proceed with the levying of a fine, or imposition of suspension against the violating party, in its sole discretion, regardless of whether the violation is cured or abated during said 14 day period.
- 7.4 The MWMA shall have the right to levy the maximum fine, both daily and in total, as provided under Chapter 720, Florida Statutes, as amended from time to time.

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

Witnesses:

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

Terrall Foubush  
Printed Name: Terrall Foubush

afolgre  
Printed Name: Allison Folgre

By: [Signature]  
Printed Name: JIM DRAYTON  
Title: MOMA BOARD PRESIDENT

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Sept, 2023 by Jim Drayton, as MOMA President of the METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or produced \_\_\_\_\_ as identification.

[Notary Seal]

[Signature]  
Notary Public

