

**This instrument was prepared by
and should be returned to:**
Di Masi | Burton, P.A.
801 N. Orange Ave., Suite 500
Orlando, Florida 32801

**FIFTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR METROWEST UNIT FIVE HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS OF METROWEST UNIT FIVE HOMEOWNERS ASSOCIATION, INC. ("Amendment") was made and approved at a properly noticed meeting of the Board of Directors of Metrowest Unit Five Homeowners Association, Inc. ("Association"), whose address is c/o Leland Management, 6972 Lake Gloria Blvd., Orlando, Florida 32809, which occurred on the 21st of June, 2023.

WITNESSETH

WHEREAS, the Association is a not-for profit homeowners association operating pursuant to Chapter 720, Florida Statutes; and

WHEREAS, the Association is governed by that certain Declaration of Protective Covenants and Restrictions for Metrowest Unit Five, recorded at Official Records Book 4570, Page 3028 ("Declaration"); the Articles of Incorporation attached thereto as Exhibit A, recorded at Official Records Book 4570, Page 3074, the Bylaws attached thereto as Exhibit B, recorded at Official Records Book 4570, Page 3088, the Rules and Regulations, recorded as Document #20190614538, that certain Supplement No. 1 to the Declaration of Protective Covenants and Restrictions for Metrowest Unit Five, recorded at Official Records Book 4669, Page 2276, that certain Supplement No. 2 to the Declaration of Protective Covenants and Restrictions for Metrowest Unit Five, recorded at Official Records Book 4770, Page 3546, that certain additional Supplement No. 2 to the Declaration of Protective Covenants and Restrictions for Metrowest Unit Five, recorded at Official Records Book 4832, Page 3902, that certain Grand and Declaration of Easement for Privacy Wall of Metrowest Unit Five, recorded at Official Records Book 4929, Page 295, that Corrective Supplement to the Declaration of Protective Covenants and Restrictions for Metrowest Unit Five, recorded at Official Records Book 5171, Page 1275, that First Amendment to the Declaration of Protective Covenants and Restrictions for Metrowest Unit Five, recorded at Official Records Book 5428, Page 793, that Second Amendment to the Declaration of Protective Covenants and Restrictions for Metrowest Unit Five, recorded at Official Records Book 5626, Page 4744, that Third Amendment to the Declaration of Protective Covenants and Restrictions for Metrowest Unit Five, recorded at Official Records Book 8179, Page 4305, that Fourth Amendment to the Declaration of Protective Covenants and Restrictions for Metrowest Unit Five, recorded at Official Records Document #20200109643, all of the Public Records of Orange County, Florida, (collectively, "Governing Documents"); and

WHEREAS, the property governed by the Governing Documents, and subjected to additional easements, restrictions, and dedications contained therein, are those depicted in that certain Plat of Metrowest Unit Five, Section, and the restrictions contained therein, recorded in Plat Book 31, Page(s) 7-8, of the Public Records of Orange County, Florida, ("Plat"); and

WHEREAS, pursuant to Article XIII, Section 6 of the Declaration, the Declaration may be

conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; **(3) Individual Assessments;** and ~~(3)~~ **(4) Special Assessments** for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual, **Individual**, and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

* * *

Section 3. Original, ~~and Annual, and Individual~~ Assessments.

* * *

(d) Individual Assessments. In the event that the ASSOCIATION may incur any expense for enforcement of any nonmonetary default against any MEMBER or OWNER for any violation of the governing documents as provided in Article IX or maintenance of a Lot as provided in Article XIII, ASSOCIATION shall be authorized to levy an Individual Assessment for the purpose of reimbursement of all expenses incurred in the enforcement process, including attorney fees and costs incurred, regardless of whether or not litigation is filed. The Individual Assessment shall be payable in the manner determined by the BOARD as stated in the notice of any Individual Assessment.

* * *

Section 8. Monetary Defaults and Collection of Assessments.

* * *

(c) Collection. In the event any OWNER fails to pay any Assessment, **Individual Assessment**, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, **Individual Assessments**, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, **Individual Assessments**, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, **Individual Assessments**, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, **Individual Assessments**, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION'S lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, **Individual Assessments**, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it shall ~~may~~ offer such Lot for sale or lease within a reasonable time and shall deduct from the proceeds of such sale or lease all Assessments, **Individual Assessments**, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, **Individual Assessments**, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, **Individual Assessments**; Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

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

(e) Transfer of a Lot after Assessment. ASSOCIATION'S lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, **Individual Assessments**, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

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ARTICLE IX ENFORCEMENT OF NONMONETARY DEFAULTS

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Section 1. Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, **Individual Assessment**, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. **The written notice shall provide the MEMBER or OWNER with a demand to respond and acknowledge receipt of the violation notice. The MEMBER or OWNER shall respond in writing to the ASSOCIATION within fifteen (15) days to either confirm that the violation shall be cured within fifteen (15) days, or provide a detailed plan describing the scope of work and timetable to resolve the violation as soon as practical with written updates to be provided to ASSOCIATION not later than every thirty (30) days thereafter until the violation is resolved.** If such violation is not cured as soon as practicable and in any event **the MEMBER or OWNER fails to provide the mandatory written response to the ASSOCIATION within seven (7) fifteen (15) days** after the receipt of such written notice, ~~or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical,~~ the ASSOCIATION may, at its option:

(a) **Presuit Mediation. Forward the matter to its attorney with instructions to send a written notice of presuit mediation to the MEMBER or OWNER; and/or**

(a b) **Specific Performance.** Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b c) **Damages.** Commence an action to recover damages; and/or

(e d) **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which

architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

Section 2. Expenses. All expenses incurred by ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs **regardless of whether or not litigation is filed**, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a ~~Special~~ **an Individual** Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other ~~Special~~ Assessment under this Article or Article VI. **Should the MEMBER or OWNER fail to provide written acknowledgment of the violation notice to the ASSOCIATION within the specified fifteen (15) day or subsequent thirty (30) day periods until resolved, ASSOCIATION shall send the written demand for the Individual Assessment to the MEMBER or OWNER at the subject property address and to any address of record specified by the MEMBER or OWNER.**

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ARTICLE XIII
RESTRICTIVE COVENANTS

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Section 10. Drainage Areas.

* * *

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area, drainage easement, the Drainage Facility or the Contiguous Drainage Facility including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION or the Master Association, the cost of which shall be paid for by such OWNER as a ~~Special~~ **an Individual** Assessment.

* * *

Section 15. Maintenance of the Property. In order to maintain the standards of METROWEST UNIT FIVE, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, the ARB, or the Master Association, the DEVELOPER, the ASSOCIATION and/or the Master Association shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER, the ASSOCIATION and/or the Master Association may without any prior notice directly remedy the problem). Upon the OWNER'S failure to make such improvements or corrections as may be necessary, **or to provide written acknowledgement of the violation notice** within fifteen (15) days of mailing of written notice, the DEVELOPER, the ASSOCIATION or the Master Association may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION or the Master Association. If the OWNER fails to reimburse the ASSOCIATION or the Master Association (as the case may be) for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION or the Master Association, the ASSOCIATION **shall levy an Individual Assessment as provided in Article IX** or the Master Association shall levy a **Master Association** Special Assessment against the Lot as provided in Article VI. Such entry by the DEVELOPER or the ASSOCIATION or the Master Association or its agents shall not be a trespass.

* * *

4. Construction. To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.

5. Headings. The paragraph headings have been inserted for convenience and reference only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

6. Severability. Invalidation of any of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing has been adopted by the owners in accordance with the Declaration.

Witnesses:

Association:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Sign: _____

Print: Kim Kreiger

as President of Metrowest Unit Five Homeowners Association, Inc.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence online notarization, this ___ day of _____ 2023, by Kim Kreiger as the President of Metrowest Unit Five Homeowners Association, Inc., who is personally known to me or who produced a Driver's License as identification.

Notary Public
My Commission Expires: _____

Witnesses:

Association:

Signature: _____

Sign: _____

Print Name: _____

Print: Brian Weiss

as Secretary of Metrowest Unit Five Homeowners Association, Inc.

Signature: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence online notarization, this ___ day of _____ 2023, by Brian Weiss as the Secretary of Metrowest Unit Five Homeowners Association, Inc., who is personally known to me or who produced a Driver's License as identification.

Notary Public
My Commission Expires: _____



JOINDER AND CONSENT OF MASTER ASSOCIATION

The METROWEST MASTER ASSOCIATION, INC., causes the foregoing FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR METROWEST UNIT FIVE to be executed in its name to acknowledge its approval of and agreement to the terms, conditions, covenants and restrictions set forth therein, pursuant to Article XIII, Section 6 of the Declaration of Protective Covenants and Restrictions for Metrowest Unit Five ("Declaration") recorded at O.R. Book 4570, Page 3028 et seq., of the Official Public Records of Orange County, Florida.

Witnesses:

Signature: *Terrell Fawbush*
Print Name: Terrell Fawbush

Signature: *Allison Folgore*
Print Name: Allison Folgore

Association:

Sign: *[Signature]*
Print: Jim Drayton
As President of the Metrowest Master Association, Inc.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence online notarization, this 10th day of July 2023, by Jim Drayton as the President of the Metrowest Master Association, Inc., who is personally known to me or who produced a Driver's License as identification.

[Signature]
Notary Public
My Commission Expires: 11/21/2025



Proposed Amendment, if approved, would state as follows:

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR METROWEST UNIT FIVE**

Omitted but unaffected provisions are represented by * * *

* * *

ARTICLE I
DEFINITIONS

* * *

Section 2. Assessment. "Assessment shall mean and refer to those charges made by the ASSOCIATION from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to Annual Assessment for Common Expenses, Original Assessment, Individual Assessment, and Special Assessment for Capital Improvements.

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ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

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Section 1. Creation of the Lien and Personal Obligation of Assessments. Each OWNER of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) the Original Assessment; (2) Annual Assessments for Common Expenses; (3) Individual Assessments; and (4) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual, Individual, and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

* * *

Section 3. Original, Annual, and Individual Assessments.

* * *

(d) Individual Assessments. In the event that the ASSOCIATION may incur any expense for enforcement of any nonmonetary default against any MEMBER or OWNER for any violation of the governing documents as provided in Article IX or maintenance of a Lot as provided in Article XIII, ASSOCIATION shall be authorized to levy an Individual Assessment for the purpose of reimbursement of all expenses incurred in the enforcement process, including attorney fees and costs incurred, regardless of whether or not litigation is filed. The Individual Assessment shall be payable in the manner determined by the BOARD as stated in the notice of any Individual Assessment.

* * *

Section 8. Monetary Defaults and Collection of Assessments.

* * *

(c) Collection. In the event any OWNER fails to pay any Assessment, Individual Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days after written demand, the ASSOCIATION may take any action deemed necessary in order to collect such

Assessments, Individual Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Individual Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Individual Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Individual Assessments, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION'S lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Individual Assessments, Special Assessments or monies owned to it; and if the ASSOCIATION becomes the OWNER of any Lot by reason of such foreclosure, it may offer such Lot for sale or lease within a reasonable time and shall deduct from the proceeds of such sale or lease all Assessments, Individual Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Individual Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Individual Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

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

(e) Transfer of a Lot after Assessment. ASSOCIATION'S lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Individual Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Lot purchased by or transferred to such new OWNER.

* * *

ARTICLE IX ENFORCEMENT OF NONMONETARY DEFAULTS

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Section 1. Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Individual Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (including the Planning Criteria), or the Governing

Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. The written notice shall provide the MEMBER or OWNER with a demand to respond and acknowledge receipt of the violation notice. The MEMBER or OWNER shall respond in writing to the ASSOCIATION within fifteen (15) days to either confirm that the violation shall be cured within fifteen (15) days, or provide a detailed plan describing the scope of work and timetable to resolve the violation as soon as practical with written updates to be provided to ASSOCIATION not later than every thirty (30) days thereafter until the violation is resolved. If such violation is not cured as soon as practicable and in any event the MEMBER or OWNER fails to provide the mandatory written response to the ASSOCIATION within fifteen (15) days after the receipt of such written notice the ASSOCIATION may, at its option:

(b) Presuit Mediation. Forward the matter to its attorney with instructions to send a written notice of presuit mediation to the MEMBER or OWNER; and/or

(b) Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(c) Damages. Commence an action to recover damages; and/or

(d) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration or the Planning Criteria.

Section 2. Expenses. All expenses incurred by ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs regardless of whether or not litigation is filed, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be an Individual Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Assessment under this Article or Article VI. Should the MEMBER or OWNER fail to provide written acknowledgment of the violation notice to the ASSOCIATION within the specified fifteen (15) day or subsequent thirty (30) day periods until resolved, ASSOCIATION shall send the written demand for the Individual Assessment to the MEMBER or OWNER at the subject property address and to any address of record specified by the MEMBER or OWNER.

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ARTICLE XIII RESTRICTIVE COVENANTS

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Section 10. Drainage Areas.

* * *

(d) Any wall, fence, paving, planting or other improvement which is placed by an OWNER within a drainage area, drainage easement, the Drainage Facility or the Contiguous Drainage Facility including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the ASSOCIATION or the Master Association, the cost of which shall be paid for by such OWNER as an Individual Assessment.

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Section 15. Maintenance of the Property. In order to maintain the standards of METROWEST UNIT FIVE, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or

permitted to remain anywhere thereon. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. If an OWNER has failed to maintain a Lot as aforesaid to the satisfaction of the DEVELOPER, the ASSOCIATION, the ARB, or the Master Association, the DEVELOPER, the ASSOCIATION and/or the Master Association shall give such OWNER written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the DEVELOPER, the ASSOCIATION and/or the Master Association may without any prior notice directly remedy the problem). Upon the OWNER'S failure to make such improvements or corrections as may be necessary, or to provide written acknowledgement of the violation notice within fifteen (15) days of mailing of written notice, the DEVELOPER, the ASSOCIATION or the Master Association may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the ASSOCIATION or the Master Association. If the OWNER fails to reimburse the ASSOCIATION or the Master Association (as the case may be) for any payment advanced, plus administrative and legal costs and fees, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, within fifteen (15) days after requested to do so by the ASSOCIATION or the Master Association, the ASSOCIATION shall levy an Individual Assessment as provided in Article IX or the Master Association shall levy a Master Association Special Assessment against the Lot as provided in Article VI. Such entry by the DEVELOPER or the ASSOCIATION or the Master Association or its agents shall not be a trespass.

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