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CERTIFIED COPY GRANT MALOY  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER  
SEMINOLE COUNTY, FLORIDA



BY  DEPUTY CLERK  
Date JAN 11 2019

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR OAK HOLLOW

KNOW ALL MEN BY THESE PRESENTS, this Second Amended and Restated Declaration of Covenants and Restrictions for Oak Hollow, was made and entered into this 9th day of September, 2018, by two-thirds (2/3) of the Board of Directors (the "Directors") of the Oak Hollow Homeowners Association, Inc. ("Oak Hollow").

WITNESSETH:

WHEREAS, OAK HOLLOW is comprised of real property located in Section 9, Township 21 South, Range 31 East, according to the Plat thereof as recorded in Plat Book 43, Page 11, of the public records of Seminole County, Florida (the "Properties"); and,

WHEREAS, the Oak Hollow Declaration of Covenants and Restrictions was recorded on December 29, 1989, in Official Records Book 2138, Pages 1883 through 1890 of the Public Records of Seminole County, Florida, and an Amendment to the Declaration of Covenants and Restrictions for Oak Hollow was recorded on March 27, 1991, in Official Records Book 2277, Pages 1784 through 1795, and an Amended and Restated Declaration of Covenants and Restrictions for Oak Hollow was recorded on August 15, 1995 in Official Records Book 2954, Pages 0745 through 0760 of the Public Records of Seminole County, Florida (the "Declarations"); and,

WHEREAS, the "Declarations" called for the incorporation under the laws of the State of Florida, as a not-for-profit corporation entitled OAK HOLLOW ESTATES COMMUNITY ASSOCIATION; and,

WHEREAS, upon incorporation of said not-for-profit corporation in the State of Florida, the entity was entitled OAK HOLLOW HOMEOWNERS ASSOCIATION, INC., based on name availability; and,

WHEREAS, for all purposes under this "Declaration" the term "Association" shall mean OAK HOLLOW HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida Corporation; and,

WHEREAS, OAK HOLLOW is a mandatory homeowners association as defined by and governed by Chapter 720, Florida Statutes, as amended from time to time; and,

WHEREAS, the "Declarations" provide in Article VIII, Section 6, that the "Declarations" may be amended by two-thirds (2/3) vote of the Board of Directors of the "Association"; and,

WHEREAS, at the "Directors" meeting on August 1, 2018, the following Second Amended and Restated Declaration of Covenants and Restrictions for Oak Hollow was approved by two-thirds (2/3) of the "Directors";

NOW, THEREFORE, the "Directors" declare that the "Properties" are and shall continue to be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and it is further declared that the following Covenants and Restrictions shall apply in place and stead of the aforementioned Declarations and Amendment which are hereby deleted in their entirety and replaced with the following, effective as of the date this Second Amended and Restated Declaration of Covenants and Restrictions for Oak Hollow ("this Declaration") is recorded in the Public Records:

#### ARTICLE 1

##### *DEFINITIONS*

The following words when used in these Declarations, unless the context shall prohibit, shall have the following meanings:

- a. "Association" shall mean and refer to OAK HOLLOW HOMEOWNERS ASSOCIATION, INC.
- b. "Assessment" shall mean the annual assessments payable to the Association and established by the Board of Directors of the Association for which each Lot is liable and which if not paid by the owner of a Lot, can result in a lien against the Lot.
- c. "Landscape Easement" shall mean and refer to those areas of land shown on the recorded subdivision plat of the Property designated as "Landscape Easement."
- d. "Easement Areas" shall mean and refer to those areas of land shown on the recorded subdivision plat of Property designated as Tract "A" and "B" and easements.
- e. "Florida-Friendly Landscaping<sup>TM</sup>" means quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of storm water runoff, and waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost, minimizing the use of irrigation, and proper maintenance.
- f. "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plat of the Property, with the exception of Tract "A" and "B." The word Lot shall also include the residence located thereon when a residence has been constructed on the Lot.

- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot situated upon the Property but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- h. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, hereof.
- i. "Notice of Preservation" shall mean and refer to the legal document required to be adopted and recorded in the county records pursuant to the Marketable Record Title Act, Chapter 712, Florida Statutes.
- j. "The Property" shall mean and refer to the plat of OAK HOLLOW located in Section 9, Township 21 South, Range 31 East, Seminole County, Florida, more particularly described as: That part of Southwest 1/4 of the Northeast ¼ of Section 9, Township 21 South, Range 31 East, Seminole County Florida, lying South of the Seaboard Coastline railroad, less the South 260.00 feet of the West 375.60 feet thereof and also less the West 30.00 feet for Pine Street, containing therein 8.542 acres more or less.

## ARTICLE II

### *PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS HERETO*

Section 1. Property Subject to Declaration. The Property as more particularly defined in Article I(j) is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

## ARTICLE III

### *MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION*

#### Section 1. Membership.

- a. Every Owner shall be a Member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member.
- b. Omitted by Amendment.

#### Section 2. Voting Rights.

The Association shall have one class of voting membership:

Class A. Class A Members shall be all Owners. Class A Members shall be entitled to one vote for each Lot and in no event shall more than one vote be cast with respect to any such Lot. When more than one person or entity holds an ownership interest in a Lot, all such persons or entities

shall be Members, and the one vote entitled to be exercised for that Lot shall be exercised as they among themselves determine.

Omitted by Amendment.

#### ARTICLE IV

##### *EASEMENTS*

Section 1. Owners' Rights and Duties; Utilities and Landscape Buffer. The rights and duties of the Owners with respect to water, sewer, electricity, telephone lines, Landscape Buffer and drainage facilities shall be governed by the following:

- a. Wherever water house connections, electricity, telephone lines or drainage facilities are installed within the Property, the Owners of any Lot served by said connections, lines or facilities shall have the right to enter upon the Lots, or to have utility companies enter upon the Lots, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections, lines or facilities, as and when the same may be necessary as set forth below.
- b. Wherever water house connections, electricity, telephone lines, and drainage facilities are installed within the Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event a public utility company serving such Owner entered upon any Lot in furtherance of the foregoing, the Owner shall be obligated to repair such Lot and restore it to its condition prior to such entry.
- c. Omitted by Amendment.
- d. Omitted by Amendment.

#### ARTICLE V

##### *COVENANT FOR MAINTENANCE ASSESSMENTS*

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot within the Property who is also a Member by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay the Association, (1) annual assessments or charges; and (2) special assessments for the capital improvements or maintenance of the Easement Areas and wall, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, including all attorneys' fees, shall be a charge on the land and shall be a

continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, including all attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

If the Assessments are not paid on the date when due, (being the date specified in Section 3), then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, including reasonable attorneys' fees, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them or unless the Association causes a lien to be recorded in the Public Records of Seminole County giving a lien upon the Lot.

If the assessment is not paid within thirty (30) days after it becomes delinquent, the assessment shall bear interest from the date it becomes delinquent at the highest allowable rate authorized by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, and there shall be added to the amount of such assessment, the stated interest, together with the lien fee, court fees, costs of the action, including all attorneys' fees whether or not judicial proceedings are involved, and all attorneys' fees and cost incurred on any appeal of a lower court decision.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety, and welfare of the residents in the Property, and in particular for maintenance and improvements of those areas not properly cared for by the Owners, including but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintain, improve, operate, and beautify landscape easement areas and Tract "A" and "B";
- c. Repayment of deficits previously incurred by the Association, if any, in making capital improvements, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;
- d. Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes;
- e. Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Property neat and attractive or preserve or enhance the value of the Property or to



eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners.

Section 3. Annual Assessments. The annual assessments, the amount of which shall be fixed by resolution of the Association, shall become due and payable on the first day of January of said year. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. The Association may in its discretion provide for quarterly payments of said Annual Assessments payable January 1, April 1, July 1, and October 1, of each year provided, however, in the event an Owner fails to make payments in accordance with any such quarterly payments schedule established by the Association, the Association may declare the entire unpaid annual assessment immediately due and payable.

The annual assessment shall be prorated in the year of initial purchase by the Owner. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 cost of any construction or reconstruction, unexpected repair or replacement of any capital improvements upon landscape easements and Tract "A" and "B" and any assessment caused by a failure of an Owner to properly maintain an Easement Area within an Owner's Lot, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of four-fifths (4/5) of the votes of Class A members, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set of the purpose of the meeting.

Section 5. Change in Maximum of Annual Assessments. In addition to the procedure provided in Section 3 herein, the Association may change the maximum assessments prospectively for any such period, provided that any such change shall have the assent of four-fifths (4/5) of the votes of Class A Members, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Omitted by Amendment.

Section 7. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for said Assessments a certificate in writing signed by an Officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein states to have been paid.

Section 8. Exempt Property. The following property subject to the Declaration shall be exempted from the Assessments, charges and liens created herein:

- a. All properties to the extent of any easement or other interest herein dedicated and accepted by any local public authority and devoted to public use;
- b. All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLE VI

##### *LANDSCAPED EASEMENT AND EXTERIOR MAINTENANCE*

Section 1. Exterior maintenance. In addition to the right to maintain the Landscaped Easement areas, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any residence located on a Lot subject, however, to the following provisions. Prior to performing any maintenance on an unimproved Lot or residence located on a Lot, the Board of Directors of the Association shall determine said property is in need of repair or maintenance and is detracting from the overall appearance of the Property. Prior to commencement of any maintenance work on a Lot, the Board of Directors must furnish Thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said Thirty (30) day period the Board of Directors shall cause said necessary repairs to be made and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Board of Directors shall have the right to enter in or upon any such Lot or residence, or to hire personnel to do so, and to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection the Board of Directors have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior build surfaces, fences, trees, shrubs, grass, walks and other exterior improvements, provided, however, that a request of an Owner to provide the foregoing shall not obligate the Association to do so.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof; and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided however, the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the

estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by the Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any residence located on a Lot at reasonable hours on any day except Sunday.

## ARTICLE VII

### *GENERAL RESTRICTIONS*

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or the specified area. Each Lot and improvements on such Lot shall be kept clean and maintained. Buildings and other structures, including fences, on such Lot shall be substantially free of peeling or cracked paint, and substantially free of mold and mildew. Landscaping should be maintained and substantially free of weeds.

Section 2. Offensive Activity. No obnoxious or offensive activity shall be allowed upon a Lot which is a source of annoyance, embarrassment, or discomfort to Owners or their tenants, guests, or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community nor shall any improper, unsightly, offensive, or unlawful use be made of any Lot, Dwelling, or Common Property. There shall not be maintained any plants or animals, or device or thing of noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. The Property shall be used, enjoyed, and occupied in such a manner as not to cause or produce any of the following effects discernable outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness, smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration or interference with normal television, radio or other telecommunication reception by other Owners. No Owners or their tenants, guests, or invitees shall install security cameras or lights which are directed at the property of another Owner.

Omitted by Amendment.

Section 3. Animals. Birds, fish, dogs, cats, reptiles, insects, and all other non-human, non-plant living organisms (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use or boarded for compensation.



Animals shall be sheltered inside Dwellings. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Owners or tenants thereof, if it or they are unlawful, dangerous, annoying, or a nuisance or destructive.

Section 4. Vehicles. No vehicle may be parked on the Property except on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on the Property or on streets in excess of forty-eight (48) hours unless kept in a garage or not otherwise visible from the street or any other Lot. Trucks and vans, whether commercial or non-commercial, will be permitted provided they comply with the foregoing:

1. Must be able to fit into the garage of the Property; and
2. May not have commercial equipment installed on the vehicle; and
3. May not have camper shells extending more than twelve (12) inches over the cab roof.

No alternations or modifications shall be made to any vehicle except in a totally enclosed structure.

Section 5. Garbage Disposal. No trash, garbage, or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. Each Lot shall have receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable rules established by the Association.

Section 6. Trailers. No house trailer or travel trailer, camper, boat trailer, boats or other similar recreational vehicle shall be placed on the Property at any time, either temporarily or permanently unless not in public view nor shall such items be used for housing.

Section 7. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view and must be screened with fencing or landscaping.

Section 8. Structures. No building or structure of a temporary character shall be placed upon the Property at any time. Sheds, pergolas and outdoor rooms are permitted, provided they do not exceed twenty (20) feet in length, twelve (12) feet in width, and ten (10) feet in height, and shall not be placed in public view.

Section 9. Carports. There shall be no carports or other open areas on homes, but in fact, all homes shall have a minimum garage space for two (2) standard size automobiles.

Section 10. Minimum Residential Area. All residential structures built on each Lot shall have a minimum of 1,500 square feet of living area (excluding garages, porches, breezeways, etc.).

Section 11. Visibility of Intersections. No obstruction to visibility at street intersections shall be permitted; provided the Association shall not be liable in any manner to any person or entity, including Owners, their guests, tenants, and invitees, for any damages, injuries, or deaths arising from any violation of this Section.

Section 12. Signs. No signs, advertisements, billboards, solicitation, or advertising structures or materials of any kind shall be displayed or placed upon any Lot or Dwelling, provided, however, street numbers and name signs with lettering not exceeding six (6) inches in height; one sign containing not more than eight (8) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease; and one political sign for a period not to exceed two (2) weeks before an election, shall be permitted. All political signs must be removed the day after an election. The Association may enter upon any Lot and remove and destroy any sign which violates this section.

Section 13. Fences and Walls. Except for walls constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it meets the requirements herein. No side fence or wall may be constructed: (a) to extend further than the front of the Dwelling adjacent to the fence, except on corner lots, the fence shall not be constructed closer to any street facing the side of the dwelling than the side of the dwelling; or (b) on any landscape easement area shown on any plat of the Property. All fences must comply with county setbacks.

Section 14. Use/Rentals. Lots shall be used for single family residential purposes only. Short-term rentals of one month or less are prohibited. Should any Owner violate this provision the Association will have the right to seek an injunction to prohibit further violations and the Owner will be liable to the Association for all attorneys' fees and costs incurred prior to and during litigation.

Section 15. Pools. Swimming pools must be in-ground swimming pools only and may not be located in the front or side yard of any Lot.

Section 16. Garbage Collection. All garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse, or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

Section 17. Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

Section 18. Landscaping.

- A. The Association may not prohibit any Homeowner from implementing Florida-Friendly Landscaping™ on the Homeowner's private property in accordance with Florida Statutes Section 373.185 (2010). The Florida-Friendly Landscaping™ concept of right plant, right place will be used. The Homeowner will design the landscape so that plants serve a number of functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the property.
- B. Landscaping Selection. In accordance with the relevant local government landscaping ordinances and the most current version of the UF/IFAS Florida- Friendly Landscaping™ Plant Selection Guide, the Association, or Homeowner, as applicable, will select landscape plants suited to the soil and other site characteristics utilized by the Florida-Friendly Landscaping™ concept. For more information, please see Hansen et al, 2009. "Adopting a Florida-Friendly Landscape: Steps for Converting a Typical Development Landscape to a Florida-Friendly Landscape".
- C. Turfgrass. Homeowners will be allowed to follow the University of Florida Institute for Food and Agricultural Sciences and Florida Department of Environmental Protection Green Industries Best Management Practices recommendations for turfgrass, including (a) selection of grasses that may be maintained through use of the low end of the maintenance recommendations for irrigation and fertilizer for the particular type of turfgrass selected and (b) use of pesticides. Turfgrasses shall be allowed to develop deep roots and enter a dormancy stage during the winter or drought periods. Turfgrass maintenance will be taken in terms of survival, not just maintaining a green appearance.
- D. Prohibited Ground Coverings. Gravel, shells, and other similar stone materials are prohibited as major landscape ground coverings in lieu of vegetation. The use of mulch is encouraged. However such materials may be used as porous surfaces for walkways, patios or drives, for erosion control, mulches, or as landscaping accents. The Association may regulate the aesthetics of such materials. Use of artificial turf is not consistent with Florida-Friendly Landscaping™ and is not permitted.

Section 19. Improvements to Lots. Prior to the installation of improvements on any Lot or the repair and/or replacement of existing improvements, the Owner shall submit an application to the Architectural Control Committee ("ACC"), or in the absence of an ACC, the Board of Directors, for approval of the work to be contemplated. Such approval includes, but is not limited to, the painting and/or repainting of Dwellings and the replacement and/or repair of roofs of Dwellings. Color selections shall be made from the color book maintained and in possession of the Board of Directors. See Exhibit "A" for additional ACC guidelines.

Section 20. Rules and Regulations. Reasonable rules and regulations may be promulgated by the Board, after notice and hearing meeting to approve same, as to the use and enjoyment of the

Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may include, but are not limited to, such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, traffic, state of repair of vehicles, tree removal, pets, game and play structures and devices, swimming pools, television and telecommunications devices and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

#### ARTICLE VIII

##### *GENERAL PROVISIONS*

Section 1. Duration. The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be extended an additional thirty (30) year period upon filing of a Notice of Preservation prior to the expiration of this Declaration.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. If any person, firm or corporation, or other entity violates or attempts to violate any of these Declarations, it shall be lawful for an individual Owner, or the Association, (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should an individual Owner, and/or the Association be required to enforce the provisions hereof by legal action, the prevailing party shall be entitled to recover all costs and expenses incurred, including all attorney's fees and costs incurred whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings and shall be entitled to a lien upon the Lot owned by the losing party to secure payment of same. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of any individual Owner, or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event

be deemed a waiver of violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 4. Severability. The invalidation of any provision or provisions of the covenants or restrictions set forth herein by Judgment or Court Order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 5. Subdivision of Lots. No Lot shall be subdivided, or boundaries changed except with the written consent of the Association.

Section 6. Amendments. This Declaration of Covenants and Restrictions may be amended by four-fifths (4/5) vote of the total Members of the Association and any such amendment shall thereafter be recorded in the Public Records of Seminole County, Florida, and shall thereupon become a part of the Declaration of Covenants and Restrictions as though the same were first set out herein.

Section 7. Mediation. Any controversy which shall arise between Owners and/or the Association regarding the rights, duties, or liabilities hereunder of any of the parties shall be settled by mediation. Such mediation shall be before one disinterested mediator. Costs of mediation shall be borne equally among the parties concerned. In the event mediation is unsuccessful, the parties may then submit the controversy to a court of competent jurisdiction within the State of Florida.

#### EXHIBIT "A"

#### ARCHITECTURAL CONTROL COMMITTEE

#### ARTICLE 1

##### *POLICY STATEMENT*

Property in OAK HOLLOW is subject to these Declarations. These Declarations provide that the improvements of any property or the design and construction of any buildings require the review and approval of the Oak Hollow Homeowners Association's Architectural Control Committee ("ACC"), or in the absence of an ACC, the Board of Directors. The ACC was established to carry out a mandate to enhance the environmental quality and economic value of all properties in Oak Hollow. The ACC intends to be completely fair and objective in the design review process.

#### ARTICLE II



### *DESIGN REVIEW PROCESS*

All applicants are required to submit plans and specifications in duplicate for final review and approval. Though not mandatory, it is strongly suggested the required documents be submitted for preliminary review and approval. In this manner, the applicant will have every opportunity to communicate with the ACC on matters of concept and basic form prior to investing in completed, fully detailed architectural and engineering drawings and specifications.

A period of thirty (30) days, after receipt of each application, should be allowed for ACC final review and approval. In all cases, the ACC will make every effort to expedite review of applications in a shorter period of time. The application may be acted upon in one of three methods.

1. Approval (with or without comments)
2. Approved as noted (with comments)
3. Not approved (revisions and resubmission are required)

If the plans are not approved, they may be modified and resubmitted. Resubmission will be expected as rapidly as possible.

All plans and specifications must comply with Seminole County codes and ordinances and the applicant is responsible for obtaining the necessary permits from Seminole County. In the event the ACC fails to act (either by approval or denial of the application) within thirty (30) days after all required information for final review and approval has been provided by the applicant, the application shall be deemed to be approved as long as the improvement, alteration or modification is not a violation of these Declarations; no violation of these Declarations may be erected or allowed to remain.

After ACC final review and approval, one (1) set of the submitted documents will be returned to the applicant. The ACC shall retain one (1) set of the approved plans and specifications and construction will be regularly compared with the approved plans.

Once construction or installation of the improvement is completed, the applicant is responsible for contacting the ACC, or Board of Directors absent the ACC, to have the property inspected and the application signed indicating final review of the completed project.

### *ARTICLE III*

#### *LIMITATIONS OF RESPONSIBILITIES*

The primary goal of the ACC is to review the application (plans and specifications) submitted to it to determine if the proposed improvements comply with these Declarations and to determine if a proposed structure conforms in appearance with the standards and policy set forth by the ACC for development in Oak Hollow. The ACC does not review and assumes no responsibility for the following:

- A. The structural adequacy, capacity of safety features of the proposed improvement or structure.
- B. Whether or not the location of the proposed improvement or structure on the Lot is free from possible hazards, from flooding, or from any other possible hazard whether caused by conditions occurring either upon or off the Property.
- C. Soil erosion, incompatible or unstable soil conditions.
- D. Mechanical, electrical or any other technical design requirement for a proposed project.
- E. Compliance with any and all building codes, safety requirements for a proposed project.
- F. The adequacy of the proposed on site drainage plan.

#### ARTICLE IV

##### *TIME LIMITATIONS*

After the final review and approval by the ACC, the applicant must begin construction within a period of ninety (90) days from the date of approval unless the ACC provides otherwise. If no construction activity has taken place within this time period, the ACC approval shall be considered null and void. At some later date should the Owner wish to proceed with construction, a new application will be required for final review and approval by the ACC. The proposed improvement or structure must be completed within one hundred eighty (180) days from the date of approval unless the ACC provides otherwise.

#### ARTICLE V

##### *APPLICATION WITHDRAWAL*

Omitted by Amendment

#### ARTICLE VI

##### *APPEAL*

If an application has been denied, or the approval is subject to comments or conditions which the applicant determines to be unjust and unfair, the applicant may request a hearing before the ACC. Any request for a hearing should be made in writing, stipulating all pertinent facts having

bearing on the nature of the appeal. Within two (2) weeks, the applicant must be notified of the time and place of the hearing. The decision rendered by the ACC at this time shall be final.

## ARTICLE VII

### *SUBMISSION REQUIREMENTS*

The following information must be submitted with the application.

- A. Site Plan(s) indicating:
  - 1. Name of Owner, lot address and/or other required legal description of the Lot, and North direction;
  - 2. Lot lines, including streets, right-of-way, lakes, easements, set back lines and all dimensions. Finished floor elevations referenced to temporary benchmark must be clearly marked on site;
  - 3. Approximate location, size and kind of existing and proposed trees greater than seven (7) inches in diameter, the diameter being taken at a point four (4) feet above the ground;
  - 4. Location of proposed cut and/or fill, indicating approximate slope and height or depth of each;
  - 5. Location of all structures and parking areas, driveways, garbage and trash containers, decks, terraces, patios, walks, walls, fences, signs, swimming pools, fountains, mail boxes, etc.;
- B. Floor Plan(s): Plans of all floors indicating interior room sizes and use, and location of exterior windows, doors and other openings. It is required that the main floor elevation of the structure be clearly marked, and this elevation reference be maintained throughout construction;
- C. Exterior Elevations: Indicate exterior views of all structures and fences, indicating materials, textures and colors. Building elevations, shall be provided for all sides of the structure;
- D. Color Description: Schedule of exterior colors and finishes of all structures, fifteen (15) days prior to application;
- E. Outline specifications: Describe exterior materials to be used;
- F. Parking, paving and drainage plans: Indicate any proposed changes to existing contours, cut and fill provisions. Also indicate lot drainage pattern away from building to swells, culverts, etc.;
- G. Location of: All utility services, A/C compressors, mechanical equipment, gas or oil tanks, telephone services, etc.;
- H. Location of: Storage site of building materials, contractor's shack, outhouses, etc.;
- I. Location of: Temporary access to the site;

- J. Location of: Landscaping plan indicating proposed planting, exterior lighting system, irrigation system, special landscape features, pools, fountains, etc., fifteen (15) days prior to installation;
- K. Material samples of: All exterior materials with schedule and color chips of all paints and stains. Colors shall be keyed to exterior elevations. Colors for all improvements shall be included.

#### ARTICLE VIII

##### *PERMIT REQUIREMENTS*

It is the responsibility of the applicant to abide by all applicable Governmental Codes and Regulations. It will be the understanding of the ACC all final plans will be in compliance with such codes.

#### ARTICLE IX

##### *CONSTRUCTION REVIEW*

- A. Omitted by Amendment.

#### ARTICLE X

##### *BUILDING REQUIREMENTS*

- A. Omitted by Amendment.
- B. Building Location:
  - 1. Front yards shall not be less than twenty-five (25) feet in depth measured from the front Lot line to the front of the building structure;
  - 2. Rear yards shall not be less than twenty-five (25) feet in depth measured from the rear Lot line to the rear of any building structure;
  - 3. Side yard shall be provided on each side of every dwelling structure of not less than seven and one half (7.5) feet from said lot lines, except on a corner lot, where setbacks from all streets or roads shall be minimum of twenty-five (25) feet on the front and twenty-five (25) feet on the side;
  - 4. The ACC shall have full decision making authority for granting variances pertaining to set back requirements.
- C. Building Height: No building shall exceed thirty-five (35) feet in height.

- D. Detached Structures: Unless approved by the ACC as to use, location, and architectural design, no garage, tool or storage room may be constructed prior to the main residential dwelling.
- E. Dwelling Quality: The ACC shall have final approval of all exterior building materials. The ACC shall discourage the use of imitation or artificial brick or stone for front material. The ACC shall encourage the use of materials such as wood siding, cedar shakes, stucco, brick and stone arranged in pleasing traditional and contemporary designs. Harmony of materials is important, and the acceptance of one material in one instance does not imply its universal acceptance.
- F. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
- G. Roofs: Flat roofs shall not be permitted on areas other than Florida rooms, porches and patios, unless specifically approved by the ACC. All pitched roofs must have a minimum slope of 5:12. The composition of all pitched roofs shall be tiles, fiberglass shingle, asphalt shingle, cedar shake shingle, cypress shake shingle, slate composition or composition approved by the ACC.
- H. Garages: Each living unit shall include a garage which shall have a minimum width of twenty-two (22) feet for a two car garage, measured from the inside walls of the garage, and a minimum of twenty-four (24) feet depth measured from the inside walls. All garages must have either one sixteen (16) foot door or two eight (8) foot doors, and a service door. All garage doors, regardless of location, must be equipped with an automatic garage door opener with remote control locations in the car and in the interior of the garage. All garages and garage doors must be maintained in usable condition.
- I. Vehicle Parking and Repair: No commercial vehicles shall be permitted to be parked in the residential house area for a period of more than four (4) hours unless the same is present and necessary in the actual construction or repair of buildings on the land.
- J. Fencing and Screening: The design, composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ACC. No galvanized or silver chain link fence shall be permitted.
- K. Air Conditioning Unit: No window or through the wall air conditioning unit will be permitted. Central air conditioning equipment must be screened from the street or neighboring residence by an approved fence material. An approved fence material may consist of mature landscape materials placed as a buffer to screen the equipment.
- L. Mailboxes: No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any building lot unless and until the size, location, design and type of material for said boxes or



- receptacles shall have been approved by the ACC. Building materials shall be brick, stone, wood, and masonry.
- M. Television Antennas: Any cable "dishes" must be placed at a location approved by the ACC and must be completely hidden by a fence acceptable to the ACC. Fencing and landscaping must be placed so the equipment is not visible from the street or adjoining properties on any side or the rear.
- N. Outside Installation: No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from a lot which interferes with the reception of television or radio received upon any other Lot. No outside antenna for radio or television shall be constructed, erected, or maintained at any time.

## ARTICLE XI

### *SITE DEVELOPMENT*

- A. Omitted by Amendment.
- B. Swimming Pools and Tennis Court: Any swimming pool or tennis court to be constructed on any lot shall be subject to requirements of the ACC, which include, but are not limited to the following:
1. Composition to be of material thoroughly tested and accepted by the industry for such construction.
  2. Location and construction of tennis or other hard surface courts to be approved by the ACC.
  3. No above ground pools are permitted.
- C. Games and Play Structures: All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the dwelling, or on the inside portion of the corner lots within the setback lines. Treehouses or platforms of a like kind or nature shall not be constructed on any part of the lot located in front of the rear line of the residence constructed thereon.
- D. Except for the area in which a home, pool, tennis court, road, driveway, walkway, shrubbery, Florida-Friendly Landscaping™, or natural ground cover exists, the entire lot must be sodded with grass suitable for a lawn. The grass must be kept neatly mowed. The area from front lot line to edge of road pavement or curb shall also be sodded and kept neatly mowed.
- E. Removal of Trees: No trees of seven (7) inches in diameter, the diameter being taken at a point four (4) feet above the ground, can be taken out or removed without approval of the ACC, which approval may be given when such removal is necessary for the construction of the house.

- F. Site Distances at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sightline limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of the driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.
- G. Trash Receptacles: No material or refuse shall be placed or stored on any lot within twenty (20) feet of the property line or any retention area. All containers shall be kept within an enclosure or underground receptacle which the ACC shall require to be constructed with each home, which enclosures shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ACC.
- H. Omitted by Amendment.

The ACC's approval or disapproval as required in the above set forth residential planning criteria shall be in writing.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned corporation has caused these presents to be executed in its name, and its corporate seal hereto to be affixed, by its proper officers thereunto duly authorized as of the date first set forth hereinabove.

The undersigned, John Nasby, certifies he is the President of OAK HOLLOW HOMEOWNERS ASSOCIATION, INC. and further certifies the Board of Directors of said corporation presently consists of John Nasby, Luis Castillo and Russell Case and the foregoing and Second Amended and Restated Declaration of Covenants and Restrictions for Oak Hollow was duly adopted and authorized by two-thirds (2/3) vote of the Directors at a meeting of the Directors on the 9th day of September, 2018, and the Directors have the authority to amend and restate the Declarations as provided in Article VIII, Section 6., thereof.

**WITNESSES:**

[Signature]

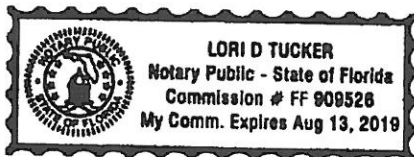
[Signature]

**OAK HOLLOW HOMEOWNERS  
ASSOCIATION, INC.**

[Signature]  
John Nasby, Director and President

**STATE OF FLORIDA  
COUNTY OF SEMINOLE**

**BEFORE ME**, the undersigned authority, on this 18<sup>th</sup> day of September, 2018, personally appeared John Nasby, Director and President, of Oak Hollow Homeowners Association, Inc., a Florida not-for-profit corporation, and who is personally known to me to be the person who executed the foregoing Second Amended and Restated Declaration of Covenants and Restrictions for Oak Hollow and acknowledged before me he executed the same as such officer of said corporation and for and on behalf of the Corporation.



[Signature]  
Notary Public, State of Florida

[seal]