

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
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AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAK HOLLOW

KNOW ALL MEN BY THESE PRESENTS, that this Amended and Restated Declaration of Covenants and Restrictions for Oak Hollow, was made and entered into this 1st Day of August, 1995, by two-thirds (2/3) of the Board of Directors (the "Directors") of the Oak Hollow Homeowners Association, Inc.

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 Declaration of Covenants and Restrictions For Oak Hollow was recorded on March 27, 1991, in Official Records Book 2277, Pages 1784 through 1795 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, 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, 1995, the following 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 Declaration is recorded in the Public Records:

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Handwritten signature/initials

Large diagonal watermark: OAK HOLLOW

ARTICLE I

DEFINITIONS

The following words when used in this Declaration of Covenants and Restrictions, ("Declaration"), unless the context shall prohibit, shall have the following meanings:

- a. "Association" shall mean and refer to OAK HOLLOW HOMEOWNERS ASSOCIATION, INC.
- b. "Landscape Easement" shall mean and refer to those areas of land shown on the recorded subdivision plat of the Property designated as "Landscape Easement."
- c. "Easement Areas" shall mean and refer to those areas of land shown on the recorded subdivision plat of the Property designated as Tract "A" and "B" and easements.
- d. "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.
- e. "Owner" shall mean and refer to the record owner, including the Developer, whether one or more persons or entities, of the fee simple title to any 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.
- f. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section I, hereof.
- g. "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 1/4 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 39.00 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 (g) 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. For the purpose of this Declaration, the Developer shall be considered the Owner of a fee interest in, and therefore a Member in regard to, each and every Lot for which it holds record title.

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Section 2. Voting Rights.

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer. 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.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to ten votes for each Lot owned by the Developer, provided that the Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in the Class B Membership equal the votes of the Class A Membership, or on December 31, 1990, whichever shall first occur, at which time the Class B Membership shall be determined to be Class A Membership and entitled to vote on the basis of one vote for each Lot owned by the Developer. Provided, the Developer shall have the right to terminate the Class B Membership and convert same to Class A membership at any time by written notice to all other Owners and residents of such conversion in the public records.

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 that an Owner or a public utility company serving such Owner entered upon any Lot in furtherance of the foregoing, it shall be obligated to repair such Lot and restore it to its condition prior to such entry.
- c. Wherever a fence is installed by the Developer for the benefit of the Owners, the Owner of the Lot upon which the fence is located shall have the responsibility of maintaining the fence. However, in the event said Owner does not properly maintain said fence as determined by the Association, the Association shall have the right to maintain said fence and charge said Owner with the cost of the same. Any such amount so charged shall be considered a special assessment.
- d. Whenever landscaping for the Landscape Buffer is planted by the Developer, the Owner of the Lot upon which the Landscape Buffer is located shall maintain the Landscape Buffer by maintaining the plants and grass and replacing the same if required. In the event the Owner does not properly maintain the Landscape Buffer as determined by the Association, the Association shall have the right to maintain said Landscape Buffer and charge the Owner with the cost of the same. Any such amount shall be considered a special assessment.

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ARTICLE V

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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 Landscape Buffer and fence, such assessments to be fixed, established, and collected from time to time as hereinafter provided, provided however there shall be no capital assessment for the initial improvements as required by the development plan and plat approved by Seminole County. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, including reasonable 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 reasonable 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. A Fifty Dollar (\$50) lien fee shall be payable to the Association, if it becomes necessary for the Association to file a claim of lien against a Lot, and payment of said lien fee shall be secured by the lien.

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 rate of Fifteen Percent (15%) per annum, 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 reasonable attorneys' fees whether or not judicial proceedings are involved, and reasonable 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;

9. 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.

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Section 3. Annual Assessments. The first annual assessments shall be established by Developer at the time Association is activated by Developer. Such first annual assessment shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the first day fixed for commencement. The annual assessments for any year thereafter, the amount of which shall be fixed by resolution of the Association after the first year, 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. The Association's Board of Directors may adjust the annual assessment after the end of each Calendar Year.

The Owner, at closing of initial purchase, shall pay a one-time capitalization fee of Two Hundred Dollars (\$200.00) to the Association in addition to the prorated annual assessment.

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 two-thirds (2/3) of the votes of Class A members and assent of the Class B members, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least Thirty (30) days in advance and shall set for 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 two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, 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. The votes shall be counted in accordance with Article III, Section 2 hereof.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article shall be one-third (1/3) of the shares entitled to vote thereon, represented in person or by proxy.

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 therein 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 that 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, 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 building 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 this 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.

Section 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot or Living Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. 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; and further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 3. Obligation to Complete Construction. Each Owner shall be required to commence construction of an approved residence upon his Lot within Twenty Four (24) months of the date title to such Lot is conveyed to the Original purchaser by the Developer, and shall be obligated to use reasonable diligence to complete construction once same has begun, provided in no event shall an Owner take more than Twelve (12) months from commencement to complete construction. In the event any Owner shall fail to complete construction as provided herein then the Developer shall have the option to buy back the Lot from the Owner upon the same terms and conditions as the Contract for Sale and Purchase between Developer and said Owner, or the Owner's predecessors in title pursuant to which Developer originally sold said Lot to the original purchaser of same, which option may be exercised at any time within six (6) months from the date the violation arose by written notice to the then record Owner of said Lot.

Section 4. Parking. Each Lot shall have a space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot in accordance with reasonable standards established by the Association. No repairs, alternations or modifications shall be made to any vehicle except in a totally enclosed structure.

Section 5. Garbage Disposal. 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 standards established by the Association.

Section 6. Trailers. No house or travel trailer, camper, boat trailer, boats, tent, barn or other similar outbuilding or structure shall be placed on the Property at any time, either temporarily or permanently unless not in public view, however, this prohibition shall not apply to an office trailer used by Developer or for sales office until all sales are finalized, it being clearly understood that these latter temporary structures may not, at any time, be used as residences or permitted to remain on said property after completion of construction.

Section 7. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required by Section 5 herein, or buried underground.

Section 8. Temporary Structures. No structure of a temporary character shall be placed upon the property at any time, provided however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary structures may not, at any time, be used as residence or permitted to remain on said property after completion of construction.

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.)

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 Fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded Three (3) years in advance of the effective date of such changes, and unless written notice of the proposed agreement is sent to every Owner at least Ninety (90) days in advance of any action taken.

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 know 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 shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, 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 the Developer, 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 the reasonable 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 the Developer, its successors or assigns, 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. However, the Developer reserves the right to replat any Lots prior to their sale, without the necessity of the joinder or approval of the Association.

Section 6. Amendments. This Declaration of Covenants and Restrictions may be amended by two-thirds (2/3) vote of the Board of Directors 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 this Declaration of Covenants and Restrictions as though the same were first set out herein.

Section 7. Arbitration. Any controversy which shall arise between Owner, Developer or the Association regarding the rights, duties, or liabilities hereunder of any of the parties shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise, before a number of disinterested arbitrators, one named by each of the parties and one by the arbitrators thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State in which the Property is located as applied to the facts found by him or them. The arbitration shall be mandatory and binding upon all parties hereto and shall be non-appealable. If more than one arbitrator, a decision of the majority shall be binding.

EXHIBIT "A"

ARCHITECTURAL CONTROL COMMITTEE PLANNING CRITERIA

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ARTICLE 1

POLICY STATEMENT

Property in OAK HOLLOW is subject to a Declaration of Covenants and Restrictions ("Restrictions"). These Restrictions 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"). 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 triplicate for final review and approval. Though not mandatory, it is strongly suggested that the required documents be submitted for preliminary review and approval. In this matter, 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 fourteen (14) days, after receipt of each application, should be allowed for ACC preliminary review of 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 is required)

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

In the event that 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; however, no violation of Restrictions 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.

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 the Covenants and Restrictions 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 building site is free from possible hazards, from flooding, or from any other possible hazard whether caused by conditions occurring either upon or off of 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, then 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.

ARTICLE V

APPLICATION WITHDRAWAL

An application may be withdrawn without prejudice by the applicant as a matter of right, provided the request for withdrawal is made in writing and filed with the ACC prior to any review or action on the application by the ACC. No application may be withdrawn if such application has been reviewed and action taken by the ACC, either preliminary or final.

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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 will 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 Design Review application.

- A. Site Plan(s) indicating:
1. Name of subdivision, lot, address and/or other required legal description of the Property, and North direction.
 2. Property 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 4" in diameter, the diameter being taken at a point 3' 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, 15 days prior to application.
- E. Outline specifications: Describe exterior materials proposed.
- 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 swales, 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., 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.

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ARTICLE VIII

PERMIT REQUIREMENTS

It is the responsibility of the Builder and/or architect to abide by all applicable Governmental Codes and Regulations. It will be the understanding of the ACC that all final plans will be in compliance with such Codes.

ARTICLE IX

CONSTRUCTION REVIEW

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- A. **Site Stakeout:** Prior to the start of construction, the Owner shall provide an accurate stakeout on the lot of the proposed improvements. Responsibility for verification and accuracy of Property corners, building location and relationship of buildings to natural site features lies solely with the Owner; the ACC assumes no responsibility therefore. The stakeout shall indicate the following:
1. The structure(s) shall be defined with 4' high stakes and the corners of buildings shall be identified.
 2. All Property corners shall be flagged.
 3. It is suggested that the main floor elevation of the structure be clearly marked, and this elevation reference be maintained through construction.
 4. All trees proposed for removal shall be tagged. No trees, shrubs or ground cover shall be removed before being inspected by the ACC or their representative.
- B. **Foundation:** As soon as a foundation survey is obtained, a copy is to be forwarded to the ACC. No foundation for a building shall be poured unless the same complies with the site plan approved by the ACC.
- C. **Site Treatment:** The Owner agrees to maintain the Property in a clean and sanitary condition at all times and throughout any period of construction. The Owner shall at all times maintain said Property in an aesthetically attractive appearance, removing from said Property all debris, dead growth and fallen vegetation. If, after thirty (30) days notice, the Owner has not proceeded to clean said Property as aforesaid and to do what is necessary to cause the same to present an aesthetically attractive appearance, the ACC, or its assigns reserves the right to enter upon the premises to do the work necessary and charge the cost thereof to the Owner, and if said cost thereof is not paid within thirty (30) days after sending the bill to the Owner then the amount so billed shall bear interest from the day of the delinquency at the highest rate allowed by the laws of the State of Florida, and a claim of lien may be filed for said amount plus interest and cost of collection, including reasonable attorney's fees, incident to the collection of all sums due, and the enforcement of said lien may be filed and such lien shall continue in effect against the Property until all sums secured by the lien shall have been fully paid.
- D. **Changes During Construction:** All changes to the exterior of a structure and changes in road alignment, parking layout, amenity location, trees to be removed, sign and any other changes affecting the appearance of a project upon its site and to its neighbors shall receive the prior approval of the ACC. Changes proposed during the course of construction shall be submitted in writing and revised plans, if necessary, shall be resubmitted for approval unless otherwise so authorized in writing by the ACC. All structures shall be built in conformity with the approved plans.
- E. **Inspection:** The ACC shall appoint a representative to inspect construction for compliance with plans. No unauthorized deviation from approved plans shall be permitted.
- F. **Completion Date:** When construction has commenced the work must be pursued diligently and must be completed within a period of 12 months from the date of commencement, or within the time period stipulated in the approved application. Any request for extension of time to complete shall

be submitted to the ACC. Such requests shall indicate the current status of the project, the reasons for the time extension request and the new date for completion of the project. A project not completed within the stipulated time period may be treated as a nuisance and a violation of these policies, and subject to appropriate action by the ACC. The landscaping shall be completely installed before application for issuance of a Certificate of Occupancy by the City of Oviedo.

ARTICLE X

BUILDING REQUIREMENTS

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- A. **Dwelling Quality and Size:** Each single family dwelling shall be located on a lot or parcel of land having a land area of not less than one quarter (1/4) acre. Said dwelling shall occupy a floor of at least 1,500 square feet of actually and fully enclosed building exclusive of garage, unglazed porches, unroofed screen patios or similar spaces, and exclusive of any accessory building. Area variances will be allowed with approval of the ACC Committee.
- B. **Building Location:**
1. Front yards shall not be less than 25 feet in depth measured from the front Property line to the front of the building structure.
 2. Rear yards shall not be less than 25 feet in depth measured from the rear property line to the rear of any building structure, exclusive of pool or patio.
 3. Side yard shall be provided on each side of every dwelling structure of not less than 7.5 feet from said lot lines, except on a corner lot, where setbacks from all streets or roads shall be minimum of 25 feet on the front and 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 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, except for temporary structures that may be used on lots as sales offices during the development of OAK HOLLOW.
- 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 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 & Repair:** No trucks, except pick-up trucks shall be permitted to be parked in the residential house area for a period of more than four hours unless the same is present and necessary in the actual construction or repair of buildings on the land. No inoperative cars, trucks,

trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicles being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision. All vehicles shall have current license plates.

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 paperbox 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 site, 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:** No T.V. or radio antennas may be erected and maintained on the exterior of the Living Unit. 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. This fence must be landscaped. Fencing and landscaping must be placed so that the equipment is not visible from the street or adjoining properties on any side of 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. **Driveway construction:** All dwellings shall have a driveway made of concrete or brick at least 16 feet in width at the entrance to the garage. Where curbs are required to be broken for driveway entrances, the curb must be repaired in a neat and orderly fashion in accordance with plans and specifications provided by the Owner.
- 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 set back 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. **Landscaping:** A basic landscape plan for each home must be submitted to, and approved by, the ACC fifteen days prior to installation.
1. Except for the area in which a home, pool, tennis court, road, driveway, walkway, shrubbery or natural ground cover exists, the entire lot must be sodded with grass suitable for a lawn. The

grass must be kept neatly mowed. No Bahia grass is permitted. The area from front lot line to edge of road pavement or curb shall also be sodded and kept neatly mowed.

2. Wood mulch must be used in any areas on each Lot around shrubs and trees, unless the area up to the base of the shrub or tree is sodded.

3. A satisfactory sprinkler, irrigation or watering system for all grassed areas must be approved and installed on each lot.

E. Removal of Trees: In reviewing the building plans, the ACC shall take into account the natural landscaping such as trees, shrubs and palmettos and encourage the builder to incorporate them in his landscaping plan. No trees of six inches in diameter or greater at ground level 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 a 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 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 20 feet of the property line of 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 site 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. Storage Receptacles: No fuel tanks or similar storage receptacles may be exposed to view from front or side streets or adjacent properties, but may be installed within the main dwelling, within a walled in or screened area, or buried underground, and shall be approved by the ACC prior to its construction.

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, Anne H. Russell, certifies that she is the Secretary of OAK HOLLOW HOMEOWNERS ASSOCIATION, INC., and further certifies that the Board of Directors of said corporation presently consists of Anne H. Russell, A. R. Henderson, Jr., and Nancy H. Lowe and that the foregoing 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 1st day of August, 1995, and that the Directors have the authority to amend and restate the Declaration as provided in Article VIII, Section 6., thereof.

WITNESSES:

OAK HOLLOW HOMEOWNERS ASSOCIATION, INC.

Gina N. Williams
Gina N. Williams

Anne H. Russell
Anne H. Russell, Director and President/Secretary
P. O. Box 950455, Lake Mary, FL 32795-0455
407-327-5824

Deborah Weege
Deborah Weege

Nancy H. Lowe
Nancy H. Lowe, Director and Treasurer
P. O. Box 950455, Lake Mary, FL 32795-0455
407-327-5824

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, this day, personally appeared Anne H. Russell, Director and President/Secretary and Nancy H. Lowe, Director and Treasurer of Oak Hollow Homeowners Association, Inc., a Florida corporation not-for-profit, and who are both personally known to me to be the person who executed the foregoing Amended and Restated Declaration of Covenants and Restrictions for Oak Hollow and acknowledged before me that they executed the same as such officers of said Corporation and for and on behalf of the Corporation.

Sworn to and subscribed before me this 1st day of August, 1995.

Gina N. Williams
Gina N. Williams, Notary Public
Notary Stamp
Commission No.
My Commission expires:

PREPARED BY AND RETURN TO:

Anne H. Russell
Oak Hollow Homeowners Association, Inc.,
P.O. Box 950455, Lake Mary, FL 32795-0455



GINA N. WILLIAMS
MY COMMISSION EXPIRES
April 4, 1998
BONDED THROUGH TRUSTEES ASSOCIATION, INC.

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