

CC&Rs
Oak Hollow

Record and Return to:
Michael J. Garavaglia, Esq.
Collins, Brown, Caldwell, et al.
756 Beachland Boulevard
Vero Beach, FL 32963

1586014
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 1795 PG:47, Page1 of 59
10/27/2004 at 03:45 PM,

JEFFREY K BARTON, CLERK OF
COURT

**MASTER DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND RESTRICTIONS OF
OAK HOLLOW ESTATES**

THIS DECLARATION, made on this 19th day of October, 2004, by DILECO DEVELOPMENT, LLC, a Florida limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in **Exhibit "A"** (the "Properties") and desires to create a residential community upon the Properties to be known as "Oak Hollow Estates Subdivision";

NOW, THEREFORE, Declarant hereby declares that all the Properties shall be held, transferred, sold, occupied and conveyed subject to the easements, restrictions, covenants, liens, terms and conditions hereinafter set forth, all of which are for the purpose of protecting the value and desirability of, and which shall run with the Properties and shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns.

**ARTICLE I
DEFINITIONS**

Section 1. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association as they exist from time to time.

Section 2. "Association" shall mean and refer to Oak Hollow Estates Property Owners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 3. "A.R.C." shall mean Architectural Review Committee.

Section 4. "Architectural Guidelines" shall mean and refer to the requirements, restrictions, and standards governing the manner and nature of all construction and improvements in the subdivision. The guidelines are published in a separate unrecorded booklet, and may be amended, altered or revised as indicated therein.

Section 5. "Common Expenses" shall mean and refer to expenditures for services required and authorized to be performed by the Association.

Section 6. "Common Properties" shall mean and refer to those areas of land specifically designated on any recorded subdivisions plat of the properties as common properties, and any roads and the entry way to the subdivision shown on the plat.

Section 7. "Declarant" shall mean and refer to DILECO DEVELOPMENT, LLC, a Florida limited liability company, or the successors and assigns to the rights of the Declarant hereunder. The words Declarant and Developer may be used interchangeably.

Section 8. "Declaration" shall mean and refer to this instrument as it may, from time to time, be amended.

Section 9. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a lots, which owner and holder of said mortgage shall be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

Section 10. "Member" shall mean and refer to all those owners who are members of the Association as hereinafter provided.

Section 11. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Indian River County, Florida, whether it be the Declarant, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any lots. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 12. "Properties" shall mean and refer to the real property described in "Exhibit A" attached hereto.

Section 13. "Residence" shall mean and refer to any improved plot of land within the Properties which is intended for residential use, including the garage appurtenant thereto.

Section 14. "Surface Water or Storm Water Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quality of discharge.

Section 15. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map or plat of the properties with the exception of common properties as herein above defined.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties which right and easement shall be appurtenant to and shall pass with the title to each Lot and shall be subject to and limited by the following:

A. The right of the Association to dedicate or transfer all or any portion of the Common Properties to any public agency, authority or utility, provided however, that no such dedication or transfer shall be effective until approved by an affirmative vote of the holders of two-thirds (2/3) of the total votes of the Association.

B. The rules and regulations of the Association.

Section 2. Owners' Easements of Ingress and Egress. Each Owner shall have, as an appurtenance to his Lot, a perpetual easement for ingress and egress to and from their Lot over and upon portions of the Common Properties intended for such access.

Section 3. Restraint Upon Separation. The right and easement granted to an Owner pursuant to this Article are appurtenant to his Lot, shall not be separated therefrom and shall pass with the title to his Lot, whether or not separately described.

Section 4. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. General Purposes of Association. The Association is organized for the purpose of providing common services to the Lots and residences constructed thereon; owning and maintaining landscaping and lighting on the Common Properties; improving and adding to Common Properties improvements and facilities; maintaining the drainage easements; maintaining, operating, and repairing the swale areas, Common Properties, surface water and/or storm water management systems (as hereinafter set forth); providing enforcement of these Covenants and Restrictions; and engaging in activities for the mutual benefit of the Owners.

Section 2. Members. Every Owner, including the Declarant, shall automatically be a member of the Association. There shall be a one time initiation fee of \$500.00 per Lot, payable to the Association, at the time a Lot is conveyed to its initial Owner. The initiation fee may be increased from year to year after December 31, 2004 in the same manner as annual assessments may be increased by the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and any such membership shall terminate simultaneously with any termination of such ownership.

Section 3. Classification of Membership.

A. The qualification of members, the manner of their admission to and termination of such membership, and voting by members shall be as follows:

B. All Lot Owners shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

C. Subject to the provisions of the Declaration and the By-Laws of this Association, membership shall be established by the acquisition of the ownership of fee title to or fee interest in a lot, whether by conveyance, devise, judicial decree, or otherwise and by the recordation amongst the Public Records of Indian River County, Florida, of the deed or other instruments validly establishing such acquisition and designating the lot affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon his or her being divested of title to all lots owned by such member. Membership is nontransferable, except as an appurtenance to a lot.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lots owned. When more than one person holds an interest in any lots, all such persons shall be members. The vote for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lots.

Class B. The Class B member shall be the Declarant or successor and shall be entitled to five (5) votes for each residential lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) 3 months after 75% of the lots have been conveyed by the Declarant to an owner or owners; or
- (b) On January 1, 2008.

Except as hereinafter set forth, from and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each residential lot in which it holds the interest required for membership in the Association.

The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business, at least five (5%) percent of the residential lots in the Project. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant - owned voting interests in the same manner as any other Member, except for the purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members in addition to the annual meeting.

Section 4. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Indian River County, Florida, a deed or other instrument conveying record fee title to any Lot and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not

delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Lot upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Lot interest upon which membership is based.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Basis and Maximum of Annual Assessments.

- A. The annual assessment for each lot in the properties shall be payable, in advance.
- B. The maximum annual assessment for each calendar year shall be established by the Board of Directors and may be increased without approval by the membership by an amount not to exceed ten (10%) percent of the maximum annual assessment of the previous year.
- C. The maximum annual assessment may be increased without limit by the affirmative vote of two-thirds (2/3) of the votes of those members who are entitled to vote. Notice shall be given to all members of the proposed increase not less than ten (10) days prior to the meeting.
- D. The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the costs thereof per unit. Each member of the Association shall be furnished a copy of the final budget.
- E. As long as the Declarant is in control of the Association the Declarant shall not be subject to either annual or special assessments. The Declarant hereby

obligates itself for any operating expenses that exceed assessments received from the Members and other income sources of the Association. This obligation shall terminate when the Declarant no longer controls the Association.

Section 2: 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 or a described capital improvement upon the Common properties, 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 each of those members who are entitled to vote and 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.

Section 3: Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Section 3 hereof, and for the periods therein as specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of those members who are entitled to vote and 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, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4: Quorum of any Action Authorized Under Sections 4 and 5.

The quorum required for any action authorized by Sections and hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty (50%) percent of all the votes of those members who are entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting shall be one-half (1/2) of the required quorum at the preceding

meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5: Date of Commencement of Annual and Special Assessments.

Annual assessments shall commence as of January 1st of each year with the first year being prorated as of the date of the recording of the plat. Annual assessments shall be prorated between the Owners and the Declarant based upon the date of the deed of conveyance to the Owner except that, prorations shall be made as of the first day of the month following conveyance from the Declarant.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6: Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.

If the assessments are not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owners, his heirs, devisees, personal representatives and assigns. (The personal obligation of the then Owner to pay such assessment. shall pass to the Owner's successors in title.)

If an assessment is not paid within thirty (30) days of its due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court, together with the costs of the action including attorney's fees and costs of appeal.

Section 7: Subordination of the Lien to Mortgages.

The lien of any assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have been due and payable prior to a sale

or transfer of such property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 8: Exempt Property.

The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein:

- A. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All common properties as defined in Article I hereof;

ARTICLE V
EXTERIOR MAINTENANCE ASSESSMENT

Section 1: Exterior Maintenance.

In addition to maintenance upon the common properties, the Association may provide exterior maintenance upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance.

Before the Association provides any exterior maintenance, it shall, in writing, give notice to the Owner of a specific lot the reasons why the Association intends to provide maintenance, and the Owner shall have thirty (30) days to provide the required maintenance at Owner's cost. If the Owner does not provide the necessary maintenance, then the terms of this Article shall apply.

Section 2: Assessments of Costs.

The cost of such maintenance shall be assessed against the lot or lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessments shall not be considered part of the annual or special assessments. Any exterior maintenance

assessment shall be a lien on the lot, and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for in the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 7 of Article IV hereinabove.

Section 3: Access at Reasonable Hours.

For the purpose of performing the maintenance authorized by this or any other Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any lot or the exterior or any improvements thereon at reasonable times and such access shall not be deemed trespass.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1: Architectural Review Committee.

The architectural control functions of the Association shall be administered and performed by the Architectural Review Committee ("ARC"), which shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association.

Section 2: Necessity of Architectural Review and Approval.

No improvements or structure of any kind, including without limitation any building, fence, well, swimming pool, spa, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, remodeling, renovation, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the same shall have been submitted to and approved in writing by the ARC.

Section 3: Architectural Guidelines.

The Declarant has established specific Architectural Guidelines which shall govern the construction of any improvements within the restricted property. All plans and specifications of any proposed construction or improvement shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography, and as to conformity with the Architectural Guidelines of the Association, as same may from time to time be modified or amended. The Architectural Guidelines contain specific site improvement standards, architectural standards, and construction standards and

set forth the procedures to be employed by owners seeking to construct improvements to their property.

Section 4: Amendments to Architectural Guidelines

The ARC shall have the powers to recommend from time to time to the Board of Directors of the Association modifications and/or amendments to the Architectural Guidelines. Any modification or amendment to the Architectural Guidelines shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

Section 5: Fees, Damage Deposits

Fees have been established and shall be payable by owners seeking to improve their properties. An ARC review fee shall be payable at the time plans are submitted for initial review by the ARC. A construction damage deposit shall also be held for final disbursement at the completion of the work. Both of these fees are more particularly defined and explained in the Architectural Guidelines.

The fees and deposits may be changed or increased at any time by a majority vote of the ARC. No provision of this paragraph shall exempt any lot owner from special assessments over and above the damage deposit indicated above.

ARTICLE VII
GENERAL RESTRICTIONS

Section 1: Residential Use.

The property subject to these covenants and restrictions may be used for single family residential living units and for no other purpose, except that Declarant may use one or more lots for sales offices or model homes.

No business or commercial building may be erected on any lot and no business, including garage sales, may be conducted on any part thereof.

No building or other improvements shall be erected, altered or improved upon any lot without the prior ARC approval, as elsewhere herein provided.

When the construction of any improvement is once begun, work thereon must be completed within one (1) year. If construction is not completed within the

said one (1) year, or within an extension of time granted by the Board of Directors, then in that event the owner shall remove all visible evidence of construction from the lot within thirty (30) days; and, in default thereof, the Association may have the same removed and shall have a lien against the lot for the costs of removal. Such lien may be enforced in accordance with the procedures in ARTICLE IV, Section 6, of this Declaration. In addition thereto, there are additional time periods imposed upon Lot Owners for submission and approval of building plans and commencement of construction as more fully set forth in the Architectural Guidelines for Oak Hollow Estates. Said time requirements are incorporated herein by reference. Failure to comply with the time requirements set forth in the Architectural Guidelines may subject a Lot Owner to Declarants repurchase rights as more fully set forth in the Architectural Guidelines.

No outbuilding shall be used for rental purposes separately from the principal structure on the lot.

Section 2: Pets.

No animals, livestock, birds or fowl shall be kept, bred, raised or maintained on any part of the property except dogs, cats and pet birds which may be owned in reasonable numbers as pets of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents. No animal enclosure shall be erected without the approval of the ARC. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Exotic birds such as parrots will be permitted only if kept in air conditioned homes with the windows closed.

Section 3: Clothes Drying Area.

There shall be no clothes' lines or drying yards on any part of the property.

Section 4: Trucks and Other Vehicles

Only four-wheel passenger automobiles and sport utility vehicles shall be parked upon any lot, except service or construction companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any lot. All other types of vehicles must be kept inside an enclosed garage. No heavy equipment, except during construction, shall be kept, stored or parked on the owner's property.

Section 5: Boats.

No boats shall be allowed on the outside grounds. All boats must be kept inside a garage or approved storage structure

Section 6: Signs

Accept as permitted or required by law, no signs of any kind except the lot number signs of the Declarant or approved contractor / owner signs (as detailed in the Construction Standards of the Architectural Review Guidelines) shall be displayed to the public view on any lot except for a sign displaying the word "OPEN". No "OPEN" sign shall exceed four (4) square feet and be displayed except during the time the owner or his designated representative is in attendance. The size and design shall be subject to the approval of the ARC.

Section 7: Condition of Lots.

Upon construction of a dwelling, all owners shall maintain lawns and grounds in a manner in keeping with good husbandry and the general character of the other lots in the subdivision.

- A. All lots must be mowed and maintained.
- B. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon at any time.
- C. In the event that any owner shall fail or refuse to keep his lot in accordance with this restriction, then after fifteen days written notice, the Association may enter upon said lot and remove the same at the expense of the owners, and such entry shall not be deemed a trespass.
- D. Said expenses shall become a lien on the property and a personal expense of the owner.
- E. No weeds, underbrush or other growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant lots. Should there be a failure to comply with this requirement, then Declarant or Association may clean and mow any lot and the cost of the work shall be paid by the lot owner and payment secured by a lien on the owner's lot enforceable in the manner provided by law for the enforcement of mechanics' liens.

Section 8: Satellite Dish

No satellite dish units or antennas shall be permitted to be seen by the public. All dishes to be concealed from view.

Section 9: Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10: Alterations, Additions, etc.

All alterations, additions, etc., must be presented to ARC for approval prior to work beginning on said improvements.

ARTICLE VIII
ENFORCEMENT

Section 1: Generally.

If the Owner or Owners of property covered hereby or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated herein, the Association or the Declarant to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and / or to recover damages and other dues for such violations.

All costs, including reasonable attorney's fees including appeal, incurred by any moving party in any legal proceedings which results in the successful enforcement and/or restraint by injunction or otherwise of any covenants or restrictions contained in this Declaration shall be borne in full by the defendant or defendants in such proceedings.

Section 2: Voting Rights.

A member who fails or refuses to abide by this Declaration, or any amendments thereto, or who refuses or fails to pay any assessments or fees levied by the Association, shall not be entitled to vote nor exercise any other rights of a member in and to the Association.

ARTICLE IX
EFFECTIVE DATE

This Declaration shall become effective upon its being recorded, with appropriate certifications, in the public records of Indian River County, Florida.

ARTICLE X
GENERAL PROVISIONS

Section 1: Duration and Remedies for violation.

- A. The Covenants and Restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date of this Declaration is recorded, after which time said covenants and restrictions "shall automatically be 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 terminate said covenants and restrictions in whole or in part.

Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or Association and/or owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then owner of the subject property, as hereinabove set forth, provided such proceeding results in a finding that such Owner was in violation of said covenants and restrictions.

Transfer of Rights to Association.

- B., Declarant shall have the right to grant and convey all its rights to enforce these covenants and restrictions to the Association at such time as in the sole judgment of Declarant such Association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same powers as if the Association had been Declarant.

Section 2: Speed Limit

The speed limit on all roads in the subdivision is 15 miles per hour, and all traffic directional signs are to be followed.

Section 3: Notices.

Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 4: Headings.

Articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read, as that is what is intended to be binding on the property subject hereto, the Declarant, the Association and members thereof.

Section 5: Severability.

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

Section 6: Amendment.

This Declaration may be amended in the following manner:

- A. Notice of the subject matter of the proposed amendment shall be included in the notice of any Association meeting at which a proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by any member of the Association. The approval of such amendment must be by nor less than an affirmative vote (Class A and Class B) of seventy-five percent (75%) of the entire membership of the Association.
- C. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be recorded in the public records of Indian River County, Florida. Such amendment shall become effective upon its recordation in the said public records.
- D. Notwithstanding the foregoing, no amendment shall be passed which shall abridge, amend or alter the qualifications for membership nor the voting rights of members without the approval in writing of all of the members. Additionally, so long as Dileco Development, LLC, a Florida limited liability company, or its successors or assigns, is the owner of a residential lot which is subject by covenants of record to assessments by the Association, no

otherwise valid amendment shall become effective without the written consent of Dileco Development, LLC, or its successors or assigns.

Section 7: Usage.

Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

ARTICLE XI
EASEMENTS

Section 1: Utilities and Drainage.

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plat, or as heretofore granted by the said Declarant. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of the water through drainage channels in the easements or which are or may be prohibited by the public authority to whom said easements has been given. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility is responsible.

Section 2: Shared Lift Station.

Oak Hollow Estates and Oak Hollow Estates West will be jointly served by a certain lift station and related facilities to be located on certain real property more particularly described on the plat for Oak Hollow Estates. In addition to the following grant of easement, the Declaration for (the other subdivision), shall contain counterpart provisions to this Section for the property and persons subject to that declaration.

Section 3: Grant of Easement.

The Declarant and the Developer of Oak Hollow Estates West both hereby grant to the appropriate utility company, its successors, and assigns (collectively the "Utility"), a perpetual non-exclusive easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities and appurtenances thereto, and/or sewage transmission and collection facilities and all appurtenant equipment, including, without limitation, any lift station, any

equipment related thereto, with full right of pedestrian and vehicular ingress and egress into and across the Lift Station Easement Area. The Shared Lift Station Easement is hereby granted to the Utility for the benefit of the Utility, both associations, the owners, the owners subject to the declaration for each subdivision and the guests and invitees of the Associations. The Association and Owners shall not construct or permit any improvements or other structures to exist on the Lift Station Easement Area, which will interfere with said Easement and all of the rights and privileges granted to the Utility hereunder.

Unless otherwise assumed by the Utility the cost of maintaining the Utility easement area and the Lift Station equipment shall be shared by Oak Hollow Estates lot owners and Oak Hollow Estates West lot owners on a pro-rata basis.

ARTICLE XII DEFAULT

The Declarant or other holder of any institutional first mortgage acquiring title to a lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof or a purchaser at a judicial sale, resulting from the foreclosure of said first mortgage and their successors and assigns shall not be liable for prior assessments or liens pertaining to such lots or chargeable for the former lot Owner which became due prior to such acquisition of title. Such unpaid liens and assessments shall be collectible from all lot owners on a pro-rata basis if the Association deems same necessary.

Any person who acquires an interest in a lot, except through foreclosure of an "institutional mortgage" or "mortgage held by the Declarant," shall be personally liable and jointly and severally liable with the grantor for all of the unpaid liens or assessments up to the time of the transfer of ownership.

For the purpose of this instrument, an institutional mortgage shall be defined as a mortgage originally executed and delivered to a bank, savings and loan association, insurance company or other financial institution authorized to transact business in the State of Florida or the Declarant.

ARTICLE XIII DRAINAGE SYSTEM

OAK HOLLOW ESTATES PROPERTY OWNERS' ASSOCIATION, INC., will be responsible for the operation and maintenance of the drainage systems, as permitted, for its

expected life.

Section 1: Duties of Association.

The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management systems(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 2: Covenant for Maintenance Assessments for Association.

Assessments shall also be used for the maintenance and repair of the surface water or storm water management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 3: Easements for Access and Drainage.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or storm water management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or storm water management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 4: Amendments.

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 5: Enforcement.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding of law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or storm water management system.

Section 6: Swale Maintenance (if applicable).

The Declarant has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former Condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

ARTICLE XIV
LAWS GOVERNING

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

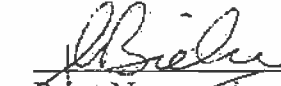
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name and its corporate seal to be affixed this 19th day of October, 2004.

Signed, sealed and delivered
in the presence of:


DILECO DEVELOPMENT, LLC, a
Florida limited liability company.

By: Its Manager

DiRocco Construction Co., Inc., a
Florida corporation,

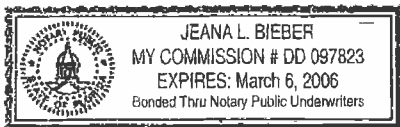

Print Name: Jeana L. Bieber

By: 
MARIA DIROCCO, President


Print Name: Michael Garavaglia

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 19th day of October, 2004, by MARIA DIROCCO, as President of DiRocco Construction Co., Inc., a Florida corporation, as Manager of DILECO DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the Company. She is personally known to me.

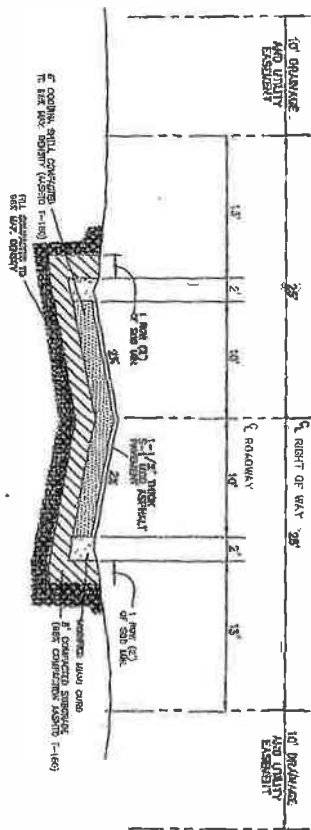
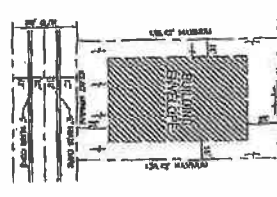
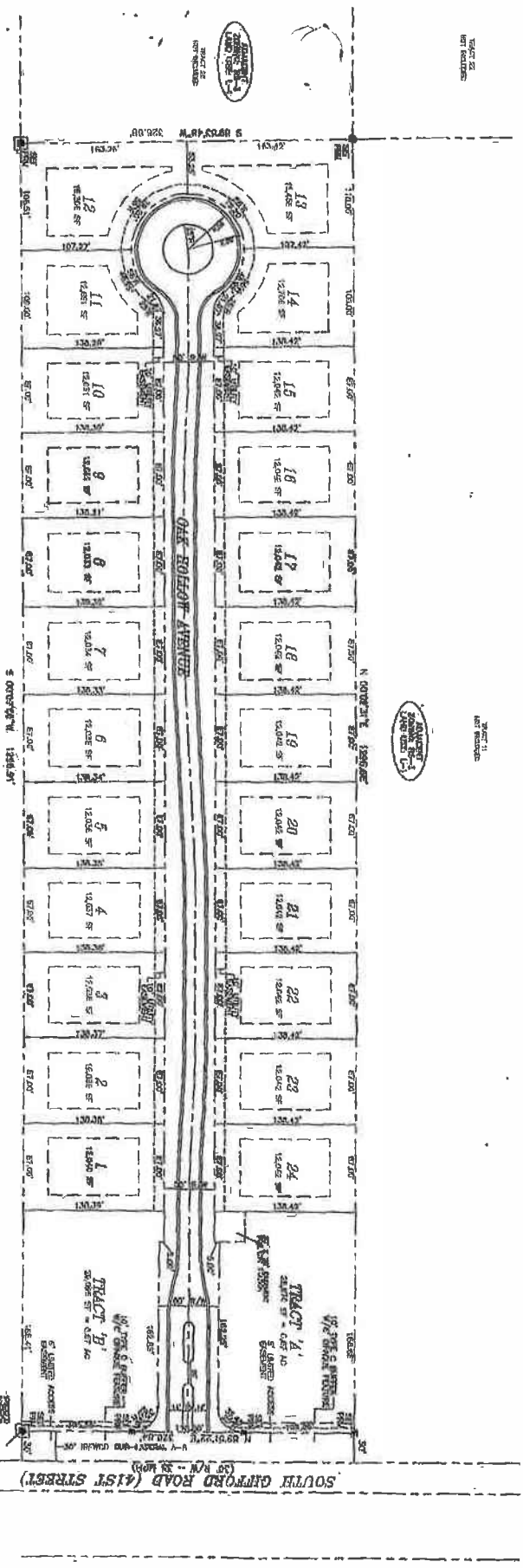



Notary Public, State of Florida at Large

Printed Name of Notary

EXHIBIT A

OAK HOLLOW ESTATES RESIDENTIAL SUBDIVISION PRELIMINARY PLAT
SECTION 29, TOWNSHIP 32 S, RANGE 39 E - INDIAN RIVER COUNTY, FLORIDA



PRELIMINARY PLAT OAK HOLLOW ESTATES SUBDIVISION, INDIAN RIVER COUNTY, FLORIDA	SCHULKE, BITTLE & STODDARD, L.L.C. CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PLANNING 1140 17th COURT, SUITE 105 VERO BEACH, FLORIDA 33560 TEL: 772-770-2000 FAX: 772-770-2100 EMAIL: SALES@SCHULKEBITTLE.COM	DATE: 02-15-16	SHEET: 2 OF 16
		PROJECT: OAK HOLLOW ESTATES SUBDIVISION, INDIAN RIVER COUNTY, FLORIDA	DRAWN BY: [Name]