

*Orange County Filing number 2677312 03:55:20 p.m. 01/08/1987. OR3851 Pgs 3923 – 3931.
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Spring Hollow
Declaration of Restrictions

Made this 26th day of September, 1986, by Spring Hollow Limited herein called "Developer".

The developer declares that the real property described in Article II, is and shall be held, sold, conveyed and occupied subject to the covenant's restrictions, easements, hereafter set forth.

Article I Definitions

Section 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "The properties" shall mean and refer to all such existing properties and additions thereof, as are subject to this Declaration.
- b) "Common properties" shall mean and refer to those areas of land which Developer may devote to the common use and enjoyment of the owners of the property and lots in the subdivision.
- c) "Lots" shall mean any plot of land shown upon any recorded subdivision map of the property.
- d) "Owner" shall mean and refer to the record owner, 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 the mortgage, shall not mean or refer to the mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- e) "Existing property" shall mean and refer to Spring Hollow.

Article II
Property subject to this Declaration

Section 1. Existing property: The real property which is and shall be held, sold, conveyed and occupied subject to this Declaration as located in Orange County, Florida, and is more particularly described per recorded plat of Spring Hollow, as recorded in Plat Book 18, pages 137, 138, 139, and 140, Public Records of Orange County, Florida.

Article III
Architectural Control Committee

The Developer shall, upon the recording of this Declaration, immediately form a committee known as the "Architectural Control Committee", hereinafter referred to as "ACC". The ACC shall function as follows:

- a) Composition. The original composition of the ACC shall consist of Delmas B. Wood, Martin M. Goodman, and Herbert Silcox. The ACC shall maintain this composition until 100% of the lots in the existing property have been sold. Delmas B. Wood and Martin M. Goodman shall have the right to name a replacement for Herbert Silcox, prior to the sale of 100% of the lots, should Herbert Silcox leave the employment of the Developer.
- b) Duties. The ACC shall have the following duties and powers:
 - 1. To promulgate from time to time residential planning criteria for the property. Said residential planning criteria shall include any and all matters considered appropriate by the ACC not inconsistent with the provisions of the Declaration.
 - 2. To approve all buildings, fence, walls, driveways or other structures, improvements or deletions (deletions**), which shall be commenced, erected, or maintained upon the property and to approve any exterior additions to or changes or alterations therein. For any of the above the ACC shall be furnished plans and specifications showing the nature, time, shape, height, color, materials, and location of the surrounding structures and topography.
 - 3. To approve any such building plans and specifications and lot grading and landscaping plans, and the conclusion and opinion of the ACC shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ACC should determine that said improvement, alteration, etc., is not consistent with the planned development of the properties of contiguous lands thereto.
 - 4. To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.
 - 5. The ACC will continue in existence after Developer has sold 100% of lots. It shall then have at least three members, its actions must be unanimous, terms shall be for one year, and election shall be by majority vote of owners at a meeting called in writing thirty days prior to the meeting.
 - 6. The ACC has the responsibility to maintain common properties for general community use. This responsibility includes the entrance median, the landscape buffer, the equestrian pathway and Tract A. – Amended 6/21/89 – See first amendment document. The ACC also has the authority to adopt rules and regulations governing this maintenance. All property owners, exclusive of the Developer, shall be responsible for bearing the cost of this maintenance.

Article IV
Restrictive Covenants

The property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon the Developer and upon each and every owner who shall acquire hereafter a

lot or any portion of the property and shall be binding upon their respective heirs, personal representatives, successors or assigns, as follows:

- a) Land Use. No lot shall be used except for residential purposes except as defined under Equestrian Pathway. No building shall be erected upon any lot without prior approval thereof by the ACC as hereinabove set forth. Plans and specifications must be submitted to the ACC in advance of any construction.
- b) Dwelling Size and Location. Each single family dwelling shall meet all applicable county zoning requirements as to minimum living area, elevation, lot size, building set-backs, and location on the lot. Each single family home shall be constructed on site and shall have at least 1500 square feet of living area plus a two car garage. Any exceptions to this would require the written approval of the ACC. Out buildings shall be limited to one per lot and shall comply with County zoning requirements and must meet the approval of the ACC.
- c) Equestrian Pathway. The rear 25 feet of the following lots collectively define an Equestrian Pathway. The involved lots are 32, 33, 34, 35, 36, 37, 40, 41, 42, 43, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, and 63. This pathway is for Equestrian use by the residents of Spring Hollow and their guests. The maintenance of this pathway is the responsibility of the ACC, (See Art. III-b-6).
- d) Lot Easements for Drainage Purposes. See record plat for locations. All lots with recorded drainage easements will be restricted as follows:
 - a. No fill or permanent structures within these areas. No paving allowed within these areas except as necessary for driveways. No alteration of existing drainage patterns.– Amended 6/21/89 – See first amendment document.
- e) Water Wells. Rotary drilling methods, a 50 foot setback from all structures and a minimum distance of 100 feet between adjacent wells are required. Wells may not be placed in storm water easement areas.
 - a. Registered water well drillers are required for the installation of all wells and all wells should be installed in accordance with Chapter 17-21 of the Florida Administrative Code.
 - b. The well casing should extend through the geologic Hawthorne foundation and at least 10 feet into the Ocala foundation. There should be no less than 75 feet total well casing into the ground.
 - c. The distance between the septic tank – drainfield field area and private water wells should be a minimum of 125 feet.
- f) Vehicles. No trucks, other than small pick-up trucks, no travel trailers, motor homes, boats or boat trailers or other similar type vehicles may be parked on the property or lots unless they are parked so as not to be visible from the front of any lot.
- g) Animals. Subject to any County or ACC rules, dogs, cats, and small house pets such as parakeets, hamsters and the like, shall be permitted to be kept by any owner. A maximum of one horse for lots 1 to 2 acres in area and a maximum of two horses for lots greater than 2 acres. All animals must be for hobby purposes, not for commercial purposes. No other animals of any kind shall be permitted except with the express approval of the ACC.
- h) T.V. Satellite Dishes. Shall be permitted so long as they are not visible from the street.
- i) Fences. Shall have a maximum height of 6 feet and shall come no closer to the street than the center line of the depth of the house. In case the fence line involves two houses, the house closest to the street will control.

- j) The ACC shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions regarding such matters as signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersections, utility connections and television antennas, driveway constructions, any County required landscaping and such other restrictions as it shall deem appropriate. Said restriction shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ACC. However, once the ACC promulgates certain restrictions, the same shall become as binding and shall be given the force and effect as restrictions set forth hereinabove until the ACC modifies, changes, or promulgates new restrictions.
- k) Foster Homes and Adult Congregate Living. Shall meet County regulations and must have the written approval of the ACC.
- l) Lot Maintenance. Owner is responsible for maintaining a good general appearance of the lot.
- m) Construction Duration. All construction must have been completed as evidenced by a Certificate of Occupancy on or before 7 months from the issuance date of the building permit.

Article V
Amendment by Developer

The developer reserves and shall have the sole right:

- a) To amend these covenants and restrictions for the purpose of curing any ambiguity and/or any inconsistency between the provisions contained herein.
- b) To include in any contract or deed or instrument hereinafter made, and additional covenants and restrictions applicable to said land which do not lower the standards of the covenants and restrictions herein contained.
- c) To release any building plot from any part of the covenants and restrictions which have been violated if the Developer, in its sole judgement, determines such violation to be a minor or insubstantial violation.
- d) These rights shall exist as long as Developer owns any lot in the subdivision.

Article VI
Additional Covenants and Restrictions

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of Spring Hollow.

Article VII
Admendment

After Developer has conveyed all lots in the subdivision, the owners of at least 75% of the lots may rescind, change, or amend any provision hereof, or any rule established by the ACC, in whole or in part, by executing a written instrument in recordable form setting forth such amendments and

having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by petition signed by 15% of the then owners of the lots. A written copy of the proposed amendment shall be furnished to each owner at least thirty days prior to a designated meeting to discuss such particular amendment. Said notification shall contain a recitation that sufficient notice has been given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever, and all such parties shall have full right to rely upon said recitation and such recorded amendment.

Article VIII

Duration

This Declaration shall run with and bind the land and shall inure to the benefit of the owners, the Developer, and their respective legal representatives, heirs, successors and assigns.

Article IX

Enforceability

Section 1. If any person, firm, or corporation, or other entity should violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or any owner (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 for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all of the remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, or any owner to enforce any covenant or restrictions or any obligations, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. The prevailing party in any action to enforce these restrictions shall be entitled to reimbursement or their attorney fees and costs from the other party.

Section 2. The invalidation of any provisions of the covenants and restrictions set forth herein by judgement or court order shall not effect or modify any of the other provision of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an owner at the time of such mailing.

Article X

Homeowner's Association

After the Developer has conveyed all of the lots in the subdivision, the individual homeowners will establish a Homeowner's Association. Every person or entity who is a record owner of a fee or

individual fee interest in any lot specifically agrees to join the proposed Homeowner's Association upon its formation or when they become record owners in the subdivision.

When the Spring Hollow Homeowner's Association is established, the responsibilities of the Architectural Control Committee will be transferred from the Developer to the Homeowner's Association. This committee will be a continuing function in the operation of the subdivision and may not be disbanded or rescinded by amendment.

Article XI
Covenant for Maintenance Assessments

1. Creation of the lien and personal obligation of assessments. Each owner of any lot by acceptance of a deed therefore, whether or not is shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association or to the Developer if the Association has not been formed.
2. Annual assessments or charges.
 - a) Original Assessment. The assessment shall be One Hundred Dollars (\$100.00) per house and lot. The Developer, until the time the Association is activated, may use any part or all of said sum for the purpose of providing street lights and landscape maintenance to entrance way and common areas. Developer shall account to the Association for any funds so expended and shall deliver to the Association the balance of any funds upon activation of the Association.
 - b) Basic Assessment. Until the Spring Hollow Homeowner's Association shall be formed, the annual assessment shall be Fifty Dollars (\$50.00) per house and lot, payable annually on January 1st of each year. This annual assessment shall be in addition to the above mentioned original assessment and shall be pro-rated in the year of initial purchase. The annual assessment shall be paid directly to the Developer to be held in accordance with the above provisions until such time the Association is activated.
 - c) Special Assessment. Should the maintenance cost exceed the above specified income, the special assessments may be levied.

Signatures and notarization can be viewed on the original document filed with the county.

Orange County Filing number 3280174 01:51:20 p.m. 06/21/1989. OR4090 Pg 4772. This is a retyped version meant for the convenience of review by the board members and residents of Spring Hollow and is not an official document.

First Amendment to Spring Hollow
Declaration of Restrictions

WHEREAS, SPRING HOLLOW LIMITED, herein called "Developer" has heretofore executed that certain Declaration of Restrictions dated September 26, 1986 and recorded in the Official Record Book 3851, Pages 3923, Public Records of Orange County, Florida, and

WHEREAS, Developer wishes to amend said Declaration of Restrictions in the following manner:

The aforesaid Declaration of Restrictions is hereby amended by the modification of the second sentence of Article III b 6 to read "This responsibility includes the entrance median, the landscape buffer, the equestrian pathway, the storm water easements and Tract A."

The aforesaid Declaration of Restrictions is hereby further amended by the modification of Article IV d to read:

Lot Easements for Drainage Purposes. See record plat for locations. All lots with recorded drainage easements will be restricted as follows:

No fill or permanent structures within these areas. No paving allowed within these areas except as necessary for driveways. No alteration of existing drainage patterns without prior approval of Orange County.

Maintenance of these drainage areas is the responsibility of the "ACC" if such maintenance is requested by the owner (see Article III b 6).

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this 21st day of June, 1989.

Signatures and notarization can be viewed on the original document filed with the county.

Orange County Filing number 3369608 11:12:29 a.m. 10/25/1989. OR4126 Pg 2060. This is a retyped version meant for the convenience of review by the board members and residents of Spring Hollow and is not an official document.

Second Amendment to Spring Hollow
Declaration of Restrictions

THIS SECOND AMENDMENT TO SPRING HOLLOW DECLARATION OF RESTRICTIONS is made this 17th day of October, 1989, by SPRING HOLLOW LIMITED, hereinafter called the Developer.

WITNESSETH, That

WHEREAS, as of the date hereof, the Developer has not yet conveyed all of the lots in the Spring Hollow Subdivision as recorded in Plat Book 18, at pages 137 through 140, inclusive, of the Public Records of Orange County, Florida; and

WHEREAS, as of the date hereof no Spring Hollow Homeowners Association has been formed or organized, and the Developer is still functioning for and on behalf of itself and the individual homeowners in Spring Hollow Subdivision in the enactment and enforcement of the Spring Hollow Declaration of Restrictions, as amended; and

WHEREAS, the Developer, wishes to amend that certain Declaration of Restrictions recorded January 8, 1987, in Official Records Book 3851, at page 3923, of the Public Records of Orange County, Florida, and also that certain First Amendment to Spring Hollow Declaration of Restrictions recorded June 21, 1989, in Official Records Book 4090, at page 4772, of the Public Records of Orange County, Florida. It is the intention of the Developer to supercede the said above declaration and restriction of record pursuant to the provisions of Articles VI and VII of the Spring Hollow Declaration of Restrictions.

NOW THEREFORE, SPRING HOLLOW LIMITED hereby declares that the property described above shall be held, sold, conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property described above according to the plat thereof as recorded in Plat Book 18, pages 137 to 140 of the Public Records of Orange County, Florida, and shall be binding on all parties having any right, title or interest in the subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Covenant for Assessments:

- A. Creation of the Lien and Personal Obligation of Assessment: Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, hereby covenants and agrees to pay the Developer, until such time as the Spring Hollow Homeowner's Association is formed, and thereafter to the Spring Hollow Homeowner's Association: (1) annual assessments or charges; and (2)

special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments shall be a personal obligation of each Owner and shall be secured by a lien upon the Lot(s) owned by an Owner (at the time of such assessment) until paid.

- B. Purpose of Assessments: The assessments levied by the Developer or the Spring Hollow Homeowner's Association when formed shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the subdivision and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the entrance area, perimeter fence and the easement for boat ramp, including, but not limited to:
1. Payment of operating expenses of the Association;
 2. Lighting, improvements, landscaping and beautification of the entrance way, fence, road and access ways and easement areas; the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices; and costs of controlling and regulating traffic on the access ways.

2. Annual and Special Assessments:

- A. There shall be an annual assessment set by the Developer, or the Spring Hollow Homeowner's Association when formed, not to exceed One Hundred Dollars (\$100.00) per Lot for the period ending December 31, 1989. Thereafter, the annual assessment shall be set by the Developer or the Spring Hollow Homeowner's Association when formed at their first meeting of every year at which there is a quorum present, either in person or by proxy vote. This assessment shall be payable annually, in advance on January 1 of each year.
- B. In addition to the annual assessments authorized herein, the Developer or the Spring Hollow Homeowner's Association when formed, 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 the entrance way, fence, boat ramp easement, and/or other repair or improvement deemed appropriate by the Developer or the Spring Hollow Homeowner's Association when formed, provided that any such assessment shall have the assent of a simple majority Lot Owners who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance which shall set forth the purpose of the meeting.

3. Effect of Nonpayment of Assessments:

- A. Remedies of the Developer or the Spring Hollow Homeowner's Association: if any assessment is not paid on the date when due, then, and in such event, such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. Such assessment, together with such

interest thereon, any costs of collection thereof, including attorneys fees, whether or not judicial proceedings are commenced and including attorneys fees incurred in the trial or appellate proceedings, shall become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The Developer or the Spring Hollow Homeowner's Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, or both. The personal obligation of the then Owner to pay such assessment, together with interest and such costs of the collection, however, shall remain the personal obligation of such Owner for the applicable statutory period under laws of the State of Florida and shall not pass to his successors in the title unless expressly assumed by them.

4. Enforcement:

A. The Developer or the Spring Hollow Homeowner's Association when formed or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by or in accordance with the provisions of this Amendment to Notice of Restrictions on Real Estate against any person, firm or corporation, or other entity (other than a governmental agency) who violates or attempts to violate these Covenants and Restrictions. The terms and conditions of this amendment shall be construed in a uniform and responsible manner. Failure by the Developer, the Association and/or Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event enforcement action is undertaken by the Developer or the Spring Hollow Homeowner's Association (but not an Owner), the Developer or the Spring Hollow Homeowner's Association (but not an Owner) will be entitled to receive as part of its damages and remedy reasonable attorneys fees and court costs. In connection with said enforcement proceedings, the Developer or the Spring Hollow Homeowner's Association, or any Owner may seek to recover damages against such person or persons, to prevent or enjoin such violation or attempted violations or to require compliance with the Covenants and Restrictions. These remedies shall be cumulative of all other remedies provided by law.

5. Miscellaneous:

- A. The invalidity of or unenforceability of any provision or provisions contained in the Spring Hollow Declaration of Restrictions or any amendment thereto by judgment or court order shall not affect or modify any of the other provisions contained in the Spring Hollow Declaration of Restrictions or any amendment thereto which shall remain in full force and effect.
- B. The headings contained in this Second Amendment to Spring Hollow Declaration of Restrictions are for convenience only and shall have no significance in the interpretation of the body of the amendment and shall be disregarded in construing the provisions of this document.

IN WITNESS WHEREOF, SPRING HOLLOW LIMITED, the Developer, has caused this instrument to be executed, by its general partners, on the day and year first above written.

Signatures and notarization can be viewed on the original document filed with the county.

Orange County Filing number 3453189 12:51:00 p.m. 02/21/1990. OR4159 Pg 1690. This is a retyped version meant for the convenience of review by the board members and residents of Spring Hollow and is not an official document.

Corrected Second Amendment to Spring Hollow
Declaration of Restrictions

THIS SECOND AMENDMENT TO SPRING HOLLOW DECLARATION OF RESTRICTIONS is made this 5th day of February, 1990, by SPRING HOLLOW LIMITED, hereinafter called the Developer.

WITNESSETH, That

WHEREAS, as of the date hereof, the Developer has not yet conveyed all of the lots in the Spring Hollow Subdivision as recorded in Plat Book 18, at pages 137 through 140, inclusive, of the Public Records of Orange County, Florida; and

WHEREAS, as of the date hereof no Spring Hollow Homeowners Association has been formed or organized, and the Developer is still functioning for and on behalf of itself and the individual homeowners in Spring Hollow Subdivision in the enactment and enforcement of the Spring Hollow Declaration of Restrictions, as amended; and

WHEREAS, the Developer, wishes to amend that certain Declaration of Restrictions recorded January 8, 1987, in Official Records Book 3851, at page 3923, and also that certain First Amendment to Spring Hollow Declaration of Restrictions recorded June 21, 1989, in Official Records Book 4090, at page 4772, both among the Public Records of Orange County, Florida; and the Developer wishes to correct that certain Second Amendment to Spring Hollow Declaration of Restrictions recorded in Official Records Book 4126, at page 2060, among the Public Records of Orange County, Florida. It is the intention of the Developer to supercede the said above declaration and restriction of record pursuant to the provisions of Articles VI and VII of the Spring Hollow Declaration of Restrictions.

NOW THEREFORE, SPRING HOLLOW LIMITED hereby declares that the property described above shall be held, sold, conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property described above according to the plat thereof as recorded in Plat Book 18, pages 137 to 140 of the Public Records of Orange County, Florida, and shall be binding on all parties having any right, title or interest in the subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2. Covenant for Assessments:

- C. Creation of the Lien and Personal Obligation of Assessment: Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, hereby covenants and agrees to pay the Developer, until such

time as the Spring Hollow Homeowner's Association is formed, and thereafter to the Spring Hollow Homeowner's Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments shall be a personal obligation of each Owner and shall be secured by a lien upon the Lot(s) owned by an Owner (at the time of such assessment) until paid.

- D. Purpose of Assessments: The assessments levied by the Developer or the Spring Hollow Homeowner's Association when formed shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the subdivision and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the entrance area, perimeter fence, including, but not limited to:
1. Payment of operating expenses of the Association;
 2. Lighting, improvements, landscaping and beautification of the entrance way, fence, road and access ways and easement areas; the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices; and costs of controlling and regulating traffic on the access ways.

2. Annual and Special Assessments:

- C. There shall be an annual assessment set by the Developer, or the Spring Hollow Homeowner's Association when formed, not to exceed One Hundred Dollars (\$100.00) per Lot for the period ending December 31, 1989. Thereafter, the annual assessment shall be set by the Developer or the Spring Hollow Homeowner's Association when formed at their first meeting of every year at which there is a quorum present, either in person or by proxy vote. This assessment shall be payable annually, in advance on January 1 of each year.
- D. In addition to the annual assessments authorized herein, the Developer or the Spring Hollow Homeowner's Association when formed, 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 the entrance way, fence, boat ramp easement, and/or other repair or improvement deemed appropriate by the Developer or the Spring Hollow Homeowner's Association when formed, provided that any such assessment shall have the assent of a simple majority Lot Owners who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance which shall set forth the purpose of the meeting.

3. Effect of Nonpayment of Assessments:

- B. Remedies of the Developer or the Spring Hollow Homeowner's Association: if any assessment is not paid on the date when due, then, and in such event, such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of

delinquency at the highest rate allowed by law. Such assessment, together with such interest thereon, any costs of collection thereof, including attorneys fees, whether or not judicial proceedings are commenced and including attorneys fees incurred in the trial or appellate proceedings, shall become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The Developer or the Spring Hollow Homeowner's Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, or both. The personal obligation of the then Owner to pay such assessment, together with interest and such costs of the collection, however, shall remain the personal obligation of such Owner for the applicable statutory period under laws of the State of Florida and shall not pass to his successors in the title unless expressly assumed by them.

4. Enforcement:

B. The Developer or the Spring Hollow Homeowner's Association when formed or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by or in accordance with the provisions of this Amendment to Notice of Restrictions on Real Estate against any person, firm or corporation, or other entity (other than a governmental agency) who violates or attempts to violate these Covenants and Restrictions. The terms and conditions of this amendment shall be construed in a uniform and responsible manner. Failure by the Developer, the Association and/or Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event enforcement action is undertaken by the Developer or the Spring Hollow Homeowner's Association (but not an Owner), the Developer or the Spring Hollow Homeowner's Association (but not an Owner) will be entitled to receive as part of its damages and remedy reasonable attorneys fees and court costs. In connection with said enforcement proceedings, the Developer or the Spring Hollow Homeowner's Association, or any Owner may seek to recover damages against such person or persons, to prevent or enjoin such violation or attempted violations or to require compliance with the Covenants and Restrictions. These remedies shall be cumulative of all other remedies provided by law.

5. Miscellaneous:

- C. The invalidity of or unenforceability of any provision or provisions contained in the Spring Hollow Declaration of Restrictions or any amendment thereto by judgment or court order shall not affect or modify any of the other provisions contained in the Spring Hollow Declaration of Restrictions or any amendment thereto which shall remain in full force and effect.
- D. The headings contained in this Second Amendment to Spring Hollow Declaration of Restrictions are for convenience only and shall have no significance in the interpretation of the body of the amendment and shall be disregarded in construing the provisions of this document.

IN WITNESS WHEREOF, SPRING HOLLOW LIMITED, the Developer, has caused this instrument to be executed, by its general partners, on the day and year first above written.

Signatures and notarization can be viewed on the original document filed with the county.

Orange County Document number 20210100320 11:22:23 a.m. 02/19/2021. This is a retyped version meant for the convenience of review by the board members and residents of Spring Hollow and is not an official document.

Third Amendment to Spring Hollow
Declaration of Restrictions

WHEREAS, the Declaration of Restrictions of Spring Hollow was recorded on 07/19/2019 as document # 20190446092 of the Public Records of Orange County, Florida, and;

WHEREAS, ARTICLE VII of said restrictions provides a method for amending the Restrictions, and;

WHEREAS, Pursuant to ARTICLE VII, the duly elected board of Spring Hollow Homeowners Association received a petition signed by 15% of the then lot owners to amend the Declaration of Restrictions by rescinding ARTICLE IV (c) Equestrian Pathway of said Restrictions, and;

WHEREAS, Pursuant to ARTICLE VII, the Board furnished a written copy of the proposed amendment to each lot owner at least 30 days prior to a designated meeting to discuss and vote on said amendment, and;

WHEREAS, 61 lot owners voted in favor of said amendment, and 2 voted against said amendment, and;

WHEREAS, ARTICLE VII requires concurrence of 75% of lot owners to rescind a provision of the Declaration of Restrictions, and;

WHEREAS, 61 lot owners exceeds the 75% requirement of ARTICLE VII;

KNOW THEREFORE, That the proposed amendment passed and ARTICLE IV (c) Equestrian Pathway is hereby rescinded from the Declaration of Restrictions and said restrictions are amended accordingly.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment to the Declaration of Restrictions.

Signatures and notarization can be viewed on the original document filed with the county.