

Amended and Restated Notice of Restrictions on Real Estate

12/13/2019

28. **Property Owners Corporation, Maintenance Dues and/or Assessments:** A property owner's corporation for the owners of the lots in this subdivision has been created and is known as Sleepy Hollow First Addition Home Owners' Association, Inc. membership in the Corporation shall be mandatory for all owners of lots shown on the plat of Sleepy Hollow First Addition according to the plat thereof as recorded in plat book 17, pages 3 and 4, of the public records of Seminole County, Florida including specifically both halves of lot 2 as reflected on said plat. The corporation has been formed primarily for the following purposes:

- A. To maintain the wall hereinabove mentioned in paragraph 27, including but not limited to the cutting of trees and other vegetation overhanging or encroaching said wall. To maintain and/or improve the common grounds, the park, irrigation systems for common grounds, pay for utility charges for the operation of said irrigation systems, and any other expenses incurred by the Association. To do any other thing necessary or desirable in the judgment of the Board of Directors of the Association to keep the community neat and attractive or to preserve and enhance the value of the properties here or to eliminate fire, health or safety hazards or which, in the judgment of the board of directors, may be of general benefit to the Members of the Association.
- B. The owner or owners of each lot (parcel A and B of Lot 2 shall be treated as separate lots) in this subdivision agree to pay yearly in advance on or before January 1st a charge or dues in the amount to be determined each year by the Board of Directors of the Association. The amount of such yearly charge for 1991 shall be \$100. Any dues not paid by January 15th shall not only accrue interest as hereinafter provided but shall also be subject to a late charge in the amount equal to five-percent (5%) of the delinquent annual charge or dues for each month or fraction thereof that said charge or dues remain unpaid. In the event of a special hardship cases or cases of extenuating circumstances in the judgment of the Board of Directors of the Association, the late charges may be waived by the board for the overall good of the Association. In no event, however, shall the dues themselves, or interest thereon, be waived.
- C. To establish and administer annual and special assessments. The Board of Directors of the Association may increase or decrease said dues each year after considering current maintenance costs and future needs of the Association, provided, however, that the annual dues for each lot for any given year may not increase more than 20% over the dues for the preceding year unless such increase beyond that amount is approved in advance by the owners of not less than 51% of the lots in the subdivision.
- D. Each present Owner of a lot and any future owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, hereby covenants and agrees to pay to the Association, all special assessments and annual dues provided for herein or established by the Board of Directors of the Association. The special assessments and annual dues together with the penalties described in paragraph 28 (B) above and the cost of collection thereof, including a reasonable attorneys fee at both trial and appeal shall constitute a lien upon the property against which each such

charge is made. Each such charge (assessment, annual dues, court costs, attorney's fees and penalties) shall also be the personal obligation of the person or persons who are the owners of such property at the time the dues became payable. If any annual dues or special assessments are not paid within 31 days of the date the same become due, the Association shall have the right to file a Claim of Lien against any such lot which lien shall secure the dues or assessments, the penalty described above, the court costs and a reasonable attorneys fee at trial and upon appeal. The Association shall have the right to foreclose any such lien and/or pursue the owner of any such lot for money damages in the appropriate court. The dues and assessment fund shall be held, managed, invested and expended by the Board of Directors, for the benefit of the lots in this subdivision and the owners thereof.

- E. If dues are not paid when due, then such dues shall become delinquent and shall, together with interest thereon and the costs of collection thereof as hereinafter provided, thereupon become the personal obligation of the then owners of such lot and immediately due and payable and a continuing lien on the property which shall bind the property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. At the discretion of the Board of Directors, action may be taken in Small Claims Court. The personal obligation of the then Owners to pay such dues shall remain their personal obligation for the statutory period and upon transfer, including purchase at a foreclosure sale or by deed in lieu of foreclosure, the new parcel Owner shall be jointly and severally liable with the previous Owner for all assessments or any greater amount as provided by Florida Statutes as amended from time to time unless otherwise prohibited by Florida Statutes. If dues are not paid within fifteen (15) days after they are due, the unpaid amount of such dues shall bear interest from said due date, until paid, at the highest rate allowable by law, and the Association may bring an action at law against the Owners personally obligated to pay the same and/or to foreclose the lien against the property, for the sums together with the costs and charges of the action, including reasonable attorney's fees and costs of abstracts of title.
- F. The lien for the dues, provided for herein shall be subordinate to the lien of any instructional or purchase money first mortgage now on or hereafter placed upon the properties subject to said charge.
- G. Upon request, the Board of Directors shall furnish a certificate in writing signed by an officer of the Board of Directors stating whether any particular dues or any prior dues have or have not been paid and such statement shall be conclusive evidence of the payment or non-payment of such dues.
- H. Special assessments may be levied to raise monies needed by the Association for capital expenditures as well as extraordinary repairs not provided for or possible through the collection of the annual dues or assessments. Before a special assessments may be made, however, such assessments must be proposed by a majority vote of the Board of Directors and approved by a two - thirds vote of the Members of the Association. Upon written notice of the fact that a special assessment will be proposed by the Board of Directors shall be sent to all members at least seven (7) days prior to such meeting at the address of such Member on the records of the Association.
- I. Regardless of the number of persons owning an interest in any lot, the combined

owners in each such lot shall have one vote in all Association issues except that Lot 2 shall have two votes with one vote being allocated to parcel A and the other vote being allocated to parcel B according to the description of those lots set forth in the consent petition recorded in Official Records Book 1338, page 1237, public records of Seminole County, Florida.