OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.
1111 Forrest Nelson Blvd., Port Charlotte, Fl 33952
Tel: 941-624-3451 Email: oakhollowstaff@comcast.net Fax: 941-624-2552

Remember to Bring for Rental Applications

- ☐ Application to Qualify for Lease – three (3) page form
- ☐ Florida Tenant Reporting Services Application – two (2) page form
- ☐ Photo documentation: Driver(s) License/ Military ID Card(s)/ State ID Card(s)
- ☐ Processing Fee of $50.00 (cash, check or money order made payable to Oak Hollow Property Owners' Association, Inc.) as per Item #3 of Florida Tenant Reporting Services Application to Qualify for Lease. Please note that if previous residence was in Alabama, Georgia, Hawaii, Massachusetts, Michigan, North Carolina, New York or Vermont additional fees may apply.
- ☐ Signed Acknowledgement of Rules & Regulations
- ☐ Signed Fitness Waiver
- ☐ Signed Rental Agreement/Lease
- ☐ For each FOB you wish to purchase bring $10.00 (cash, check or money order made payable to Oak Hollow Property Owners' Association, Inc.)
- ☐ Email form if you wish to be included on the email distribution list

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Application to Qualify for Lease

Per Section 17 of the Oak Hollow Property Owners' Association, Inc. Covenants & Restrictions, all leases of living units within the association must be in writing and an application for approval must be submitted to the Board of Directors (or their designees) at least thirty (30) days prior to the desired date of occupancy. Section 17 (B) of the Oak Hollow Property Owners' Association, Inc. Covenants & Restrictions authorizes credit, criminal and past tenancy investigation checks.

1. An application for approval, as well as all authorization forms must be completed in detail by **each** proposed adult occupant 18 YEARS OF AGE OR OLDER.
2. If any question is not answered or left blank, this application **will be returned, not processed and not approved.**
3. The completed application as well as all supplemental information must be submitted to the Association office at least 30 days prior to the desired date of occupancy (lease date).
4. Occupancy prior to Board approval is **prohibited.** The realtor/Owner will be notified of the applicant(s) qualification or disqualification.
5. Renewals or extensions of leases are subject to re-approval by the Board of Directors (or their designee). Multi-year leases are subject to annual re-qualification by the Board of Directors (or their designee).
6. Use of this unit is for single family residence only as defined in the Association Rules.
7. The Owner (Landlord) or Realtor must provide the Lessee with a **copy of the Association Rules and Regulations.**
8. Any violation of the terms, provisions, conditions and covenants of the Association or lease, provides cause for immediate action as therein provided or termination of the lease under appropriate circumstances.

In order to process the application, the following **must** be submitted:

- A completed application to qualify for lease
- A copy of the lease contract
- A non-refundable processing fee in the amount of $50 per applicant 18 YEARS OF AGE OR OLDER. (payment can be cash, check or money order made payable to Oak Hollow Property Owners' Association, Inc.) PLEASE NOTE: acceptance of the processing fee does not in any way constitute approval of this application.
- A copy of Driver's License or ID Card.

MUST PRINT OR TYPE ALL INFORMATION ON THESE FORMS

Today's Date_____ Lease Term: Begin _____ End_____

Owner's Name: _____ Telephone:_____

Owner's Oak Hollow Address:

_____

Agency Handling Lease: _____ Agent:_____

Address: _____

Email:_____ Telephone:_____ Fax: _____

Revised 5/16/2018

PROPOSED TENANTS

Name of Proposed Lessee (***State exactly as lease will appear***):

Name: _____

Number of People Who Will Occupy: _____ **Identify Below:**

Name	Age	Relationship / Occupation

VEHICLES:

Year _____ Make_____ Model_____ Plate No. _____

Color_____ State _____

Year _____ Make_____ Model_____ Plate No. _____

Color_____ State _____

RESIDENCY:

Have you ever seasonally resided in Florida before? ____ If yes, please state the name, address and dates of residency:

Name: _____ Address: _____ Dates of residency: _____

Name: _____ Address: _____ Dates of residency: _____

CRIMINAL HISTORY:

Have you ever been convicted of or pled to a crime (either misdemeanor or felony)? YES ____ NO ____

If yes, please state the date(s) charge(s) and disposition(s) (use reverse side if needed):

Date: _____ Charge: _____ Disposition: _____

Date: _____ Charge: _____ Disposition: _____

EMERGENCY CONTACTS:

In the event of an emergency please provide contact information:

Name: _____ Telephone: _____

Name: _____ Telephone: _____

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1. I / We hereby agree for myself and on behalf of all persons who may use the unit which I seek to Lease:

   a) I / We will abide by all the restrictions contained in the Association Covenants, Bylaws, Rules & Regulations, and restrictions which are or may in the future be imposed by **OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.**

   b) I / We understand and agree that the Association is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Association Covenants and Rules.

   c) I / We understand that sub-leasing or occupancy of this unit in my / our absence is prohibited.

   d) I / We understand that any violation of the terms, provisions, conditions, and covenants of the **OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.** documents provides cause for immediate action as therein provided or termination of the leasehold under appropriate circumstances.

2. I / We have received a copy of the Rules & Regulations: Yes____ No____

3. I / We understand that I / We will be advised by the Rental Review Committee/Board of Directors (or their designee) of either acceptance or denial of this application. Occupancy prior to Board approval is prohibited.

4. I / We understand that the acceptance for Lease at **OAK HOLLOW** is conditioned in part upon the truth and accuracy of this application and upon the approval of the Rental Review Committee/Board of Directors (or their designee). Any misrepresentation or falsification of information on these forms will result in the automatic disqualification of my application. Occupancy prior to approval is prohibited.

5. I / We understand that the Association may, pursuant to Section 943.953 (8), Florida Statutes, obtain criminal history information on the individual(s) signing this application. By signing this application, I / we hereby consent to the Association obtaining criminal history information and considering same in connection with my / our application. I / we understand that every effort shall be made by the Association to maintain the confidentiality of the report; however; by signing the application, I / we hereby waive and hold the Association harmless for any claim, action or suit regarding the criminal history information.

6. I / We understand that the Rental Review Committee/Board of Directors (or their designee) of **OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.** may cause to be instituted an Investigation of my / our background as the Board may deem necessary, accordingly, I / we specifically authorize the Board of Directors, Management and **FLORIDA TENANT REPORTING SERVICES** to make such investigation and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors, Officers and Management of **OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.** itself shall be held harmless from any action or claim by me / us in connection with the use of the information contained herein or any investigation conducted by the Rental Review Committee/Board of Directors (or their designee).

In making the foregoing application, I / we am / are aware that the decision of the **OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.** will be final and no reason will be given for any action taken by the Rental Review Committee/Board of Directors (or their designee). I / We agree to be governed by the determination of the Rental Review Committee/Board of Directors (or their designee).

APPLICANT'S SIGNATURE _____ DATE _____

APPLICANT'S SIGNATURE _____ DATE _____

REALTOR'S/OWNER'S SIGNATURE _____ DATE _____

Revised 5/16/2018

FLORIDA TENANT REPORTING SERVICES

Tel: (239) 257-3594 Fax: (239) 257-3708 Email: floridatenant@comcast.net

APPLICATION TO RENT

Property Desired: _____

TO APPLY, THE FOLLOWING IS REQUIRED:

1. All applications must be filled out and signed by the applicant on all pages.
2. A separate application must be filled out for each applicant 18 years old and older.
3. A processing fee in cash, money order or check must accompany this application. NO APPLICATION WILL BE PROCESSED WITHOUT A PROCESSING FEE.
4. Reliable documentation and telephone numbers for all income must be provided.
5. Photo documentation (driver's license, military ID or state ID) is required.
6. All intended applicants must be listed below.
7. You must disclose ALL pets, vehicles of any nature and water filled furniture.

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING PROCEDURES & POLICIES:

1. The processing fee is NON-REFUNDABLE.
2. Pets must be approved by the lessor.
3. If you have water filled furniture, you must provide the lessor with proof of insurance. FS 83.535
4. No properties are held for a long period, such as 30 days, unless it is not available.
5. If approved, a holding deposit must be paid within one (1) business day in order to hold the property and refuse other applicants. If the applicant defaults on renting the property AFTER APPROVAL, the holding deposit will be forfeit.
6. If approved, all monies owed must be paid in full with certified funds (cashier's check or money order) PRIOR TO RENTING.

I, THE UNDERSIGNED APPLICANT, affirm the information contained in this two page application is true and correct and authorize Florida Tenant Reporting Services, Inc. to verify all information contained in this application including obtaining a credit report. Misstatements, either false or incorrect, can be deemed reason for denial of occupancy. I understand that due to the Fair Credit Reporting Act that I will not be furnished a copy of my credit report from Florida Tenant Reporting Services or its members. I may, however, obtain a free credit report from Equifax if my application is denied for credit reasons. I also understand that this application is the property of Florida Tenant.

Applicant's Signature: _____

I also affirm the following will be the residents of the property:
(Please list the first and last names of all prospective tenants, including yourself:

_____ Date of Birth: _____

_____ Date of Birth: _____

_____ Date of Birth: _____

_____ Date of Birth: _____

FLORIDA TENANT REPORTING SERVICES

Tel: (239) 257-3594 Fax (239) 257-3708 Email: floridatenant@comcast.net

APPLICATION TO RENT

Applicant's Name: _____ Soc. Security: _____
Birth Date: ___/___/___ Driver's Lic. #:: _____ Email: _____
Night Phone: _____ Day Phone: _____ Cell: _____

********** **Residential History** **********

Present address: _____ City: _____ County: _____ St: ___ Zip: _____
Landlord/Owner: _____ Telephone: _____
Rent Amount: _____ Rent from: _____ to: _____ Was 30 day notice given? _____ When? _____
Reason for Leaving: _____

****

Former address: _____ City: _____ County: _____ St: ___ Zip: _____
Landlord/Owner: _____ Telephone: _____
Rent Amount: _____ Rent from: _____ to: _____ Was 30 day notice given? _____ When? _____
Reason for leaving: _____

********** **Employment** **********

Current employment: _____ Telephone: _____
Supervisor: _____ Your position: _____
Length Employed: _____ to _____ Full-time _____ Part-time _____ Salary: _____ per _____

****

Former Employment: _____ Telephone: _____
Supervisor: _____ Your position: _____
Length Employed: _____ to _____ Full-time _____ Part-time _____ Salary: _____ per _____

****

Vehicle Information: Year: _____ Make & Model: _____ License : _____
Year: _____ Make & Model: _____ License : _____

Do you have any RV, boats, trailers or motorcycles? If so, please list _____

Please answer all of the following questions:
Will you have pets? _____ If so, how many? _____ What type? _____
Are you an active Service Member? _____
Have you ever declared bankruptcy? _____ If so, when? _____
Have you ever had an eviction filed against you? _____ If so, please specify _____
Have you ever been charged with a felony? _____ If so, please specify _____
Have you ever been charged with a misdemeanor? _____ If so, please specify _____
Have you ever refused to pay rent/ broken a lease? _____ If so, when and why _____
Applicant's Signature: _____ Date ____/____/____

FTRS Member Name: _____

OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.

1111 Forrest Nelson Boulevard, Port Charlotte, FL 33952

LOT / BLOCK _____

OAK HOLLOW ADDRESS: _____

ACKNOWLEDGEMENT

Residents and guests acknowledge that he/she/they have read and understand all rules and regulations. I agree to abide by all rules and regulations of Oak Hollow Property Association. Failure to do so may result in legal action as provided to the Oak Hollow Association Board of Directors.

Signature _____ Date: _____

Print Name _____

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FITNESS WAIVER

The Association owns and operates the Clubhouse, which contains exercise equipment made available for the use and enjoyment of the owners and tenants at Oak Hollow. In keeping with the wishes of its members, and within budgetary guidelines, it is not possible for the Association neither to screen users of the equipment, nor to supervise his/her use of the equipment. Accordingly, the Association requires that each user of the equipment sign this form to acknowledge:

1. It is up to the user to determine their level of physical fitness, and ability and aptitude to use the exercise equipment.

2. The user agrees to use the exercise equipment only for the uses intended in accordance with any written instructions, rules or policies that may be made available to user or posted in the exercise room.

3. The user understands that there is a risk of injury or physical harm associated with any physical activity and voluntarily assumes such risk, thereby holding harmless and indemnifying the Association and its officers, agents and employees of any action, cause of action, claim or demand which the user may have or may ever have resulting directly or indirectly from the use of the exercise room, exercise equipment and similar facilities at Oak Hollow.

4. If the user discovers that any equipment is not functioning properly, or suspects that the equipment is not functioning properly, the user agrees not to utilize the equipment and to notify an authorized agent of the Association so the equipment can be inspected before future use.

The undersigned user understands that by signing this document the user is waiving any and all claims that they may have against the Association and its officers, directors, or agents in the event of injury, illness or death, which may arise from use of the exercise room, exercise equipment and other facilities.

Dated this _____day of _____, 20___ .

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Residence Address	Residence Address

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KEY FOB APPLICATION FORM

GENERAL RULES

RULES OF OAK HOLLOW CLUBHOUSE AND RECREATIONAL FACILITIES:

- The existing rules pertaining to the clubhouse and recreational facilities shall apply at all times.
- Hours to obtain key fobs will be from 9 am through 5 pm, Monday through Friday.

VIDEO SURVEILLANCE:

- Pool and clubhouse facilities will be monitored by video surveillance at all times.

SIGNING IN:

- Only guests who are accompanied by the fob owner are permitted in the Clubhouse and pool. Guests are required to sign in upon entering the facility.

KEY FOB RULES AND USAGE:

- The keyless entry system will be activated from 6 am through 9 pm - or during posted access hours - seven days a week.
- The office will be open from 9 am through 5 pm Monday through Friday. A key fob must be used to gain entry to the clubhouse.
- **The individual issued a key fob is the only one allowed to use that fob.**
- Occupants will each be required to have a key fob in order to enter the facility separately.
- Any damage to Association equipment and property will be charged to the keyless entry user.
- All keyless entry users agree not to hold the Association liable for any accident or injury to users caused by their own negligence.
- If any resident or their guests causes an alarm, that resident will be responsible for any expenses incurred.
- All persons receiving a key fob must read and agree to abide by the rules and regulations by signing the following disclaimer.

ACCESS CONTROL

DEFINITIONS / RULES

OWNERS:

Homeowners will be offered ***ONE*** free key fob per property owned. Additional key fobs for family members *over the age of 18 living in the residence* may be purchased for $5 each. Owners who rent their property may ***NOT*** furnish a key fob to renters.

Should a key fob be lost, a replacement will cost $10.00. The lost key fob will be deactivated and cannot be used to gain admittance to the clubhouse or the pool.

RENTERS:

Renters, whether seasonal or year-round, must obtain key fobs from the Association and ***NOT*** from the owner.

Renters who wish to have a key fob can purchase a key fob for $10.00.
Should a key fob be lost, a replacement will cost $10.00. The lost key fob will be deactivated and cannot be used to gain admittance to the clubhouse or the pool.

OCCUPANTS (Referring to both Owners and Renters):

GUEST Key Fobs:
To obtain temporary guest key fobs for a period of up to thirty days, occupants may request the temporary key fob at a refundable deposit for $10. If such a key fob is lost, a replacement will be provided at a cost of $$10.00
MINORS (under 18 years of age):
No person under the age of eighteen shall be allowed to have a key fob. **All persons under the age of 18 must be accompanied by an adult at all times.**

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DISCLAIMER

Oak Hollow Property Owners' Association, Inc. (the "Association") provides this key fob to me as a unit occupant who is authorized to use the clubhouse of the Association by virtue of said occupancy.

By my acceptance of this fob, I acknowledge that I am responsible for any of my actions or inactions and I agree to hold the Association harmless and indemnify the Association for any claims, demands or the like which may result from the use of said key fob.

It is my responsibility as a unit occupant to maintain possession of my key fob. Fobs cannot be used by other family members, friends, guests, invitees, baby-sitters, etc. Guests must be accompanied by the resident authorized for the FOB, and be signed in at the front desk. Residents can have six guests in the clubhouse/pool at one time. If my key fob should be lost or stolen, I am obligated to notify the Association's manager immediately so that the lost key fob may be deactivated and a replacement fob issued. I understand that the cost of the issuance of a replacement key fob at the current key FOB price.

If it is found that the key FOB is being used by an unauthorized person, the key fob will be deactivated.

If for any reason I cause a security alarm to be activated, I will be responsible for any expenses incurred by such activation.

My signature below indicates that I have read and understood the foregoing and agree to abide by same.

_____ _____
Unit Occupant Signature Key Fob Number

_____
Print Name – Unit Occupant

_____ _____
Property Address Date

OAK HOLLOW PROPERTY OWNERS' ASSOCIATION, INC.

1111 Forrest Nelson Blvd., Port Charlotte, Fl 33952

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Property Renter Authorization for Electronic Transmissions

I consent to receive notices and information by Oak Hollow Property Owners' Association, Inc. by electronic transmission.

I understand this electronic transmission will be in lieu of hand deliver or U.S. Mail delivery.

I understand I may revoke this consent for electronic transmission at any time by sending my request in writing to:

Oak Hollow Property Owners' Association, Inc.
1111 Forrest Nelson Blvd.
Port Charlotte, FL 33952

Date: _____

Oak Hollow address: _____

Name(s) of Renter (please print): _____

Email Address: _____

Signature: _____

Please complete this form in its entirety and return to Oak Hollow Property Owners' Association, Inc. at the address above.

Oak Hollow Property Owners' Association, Inc.
1111 Forrest Nelson Blvd.,
Port Charlotte, FL 33952

RULES & REGULATIONS
June 21, 2018

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ADVISORY

The following rules and regulations have been adopted by the Oak Hollow Board of Directors to help promote harmony in communal living. Because Oak Hollow is a DEED RESTRICTED community, the Association has an obligation to all homeowners and members to enforce the Association Rules. Should you have any questions regarding any of the following items, please consult with either the Property Manager or the Board of Directors. Let's all help in keeping Oak Hollow an attractive place to live and maintain the value of our homes.

Generally speaking, any time a resident wishes to change the appearance of his home, a site plan is required to be filed with the property manager's office. In cases where the rules ask for the submission of an Environmental Committee Site Plan, please note that one is available from the Property Management Office located in the Oak Hollow Clubhouse.

Noncompliance with these rules is considered to be a violation of them. A notice of violation will be mailed to the owner, and fourteen (14) days will be allowed to correct the violation. Failure to correct a violation within fourteen (14) days will result in a meeting of the Board of Directors to review the violation and set a daily fine amount. The owner will be notified of a Fining Hearing that will take place at least fourteen (14) days after the Board of Directors meet. At this Fining Hearing the Fining Committee will vote to either (A) uphold the fine set by the Board of Directors, or (B) reduce the fine to $0, in accordance with the procedures in the Florida State Statutes.

NOTE 1: No lot, with or without a home shall be allowed to become or to remain overgrown and unsightly.

NOTE 2: Residents may wish to contact Charlotte County Waste Management (941) 629-1106 if a bulk pickup is required. Residents are allowed two (2) pickups annually between October 1st and September 30th.

Note 3: Charlotte County Waste Management (941) 629-1106 collects all garbage, waste material and recyclable materials on a routine basis.

NOTE: Any deviation from these Rules and Regulations may only be made by the Board of Directors and shall only be made under exceptional circumstances for a short period of time in order to avoid undue hardship. Creation of one exception shall not be a waiver of the ability to enforce this provision in the future.

MANAGER AND STAFF ARE AUTHORIZED AND REQUIRED BY THE BOARD OF DIRECTORS TO STRICTLY ENFORCE THESE RULES.

FINES:

The fines shall be in the amount deemed necessary by the Board to deter future violations. Each day a violation continues shall be considered a separate violation and a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing up to an aggregate of One Thousand ($1,000.00) dollars or the maximum permitted by law.

101. OCCUPANTS:

The maximum number of occupants per living unit as directed by HUD, establishes the following area per person (as published by BOCA).

150 square feet for the first occupant (an area of 12'3" x 12'3")
100 square feet for each additional occupant (an area of 10' x 10')
70 square feet of sleeping room for the first occupant (an area of 8'4" x 8'4")
50 square feet of sleeping room for each additional occupant (an area of 7'1" x 7'1")

102. SUBDIVIDED RESIDENCE OR LOT:

No residence or lot shall be subdivided. Any subletting of the residence or subletting by renting a room or rooms is expressly prohibited. Premises may not be used for convalescing or custodial care or day care as a home occupation. Subdivision of a Lot is prohibited.

- Sharing rent (residence) with another not registered lessee is illegal.
- Renting to three (3) or more unrelated adults is not allowed.

103. MINORS:

Minors (children age 17 and under) are the direct responsibility of their parents, legal guardians, and hosts/hostesses. Full supervision of minors in the Oak Hollow Association Community and compliance of all association rules and recreation swimming pool rules is mandatory.

104. FLAMMABLE FLUIDS: "REMINDER":

Flammable, combustible, or explosive fluids, chemicals or substances shall be kept in APPROVED CONTAINERS. Storage should be in the garage or if possible, in an outside storage shed.

105. PARKING:

Vehicles should be parked in the garage or driveway. Parking of any vehicle on the lawn is prohibited. Parking in the swale (grassy area between the sidewalk and the road) is permitted, but any such parking will only be allowed if no damage is caused to the grounds. County fire codes dictate that: "Under no circumstances are sidewalks or driveways to be blocked." Parking of any vehicle on empty lots is prohibited. Vehicles are restricted to driving on paved areas only. Using lawns and grassy areas as thoroughfares is strictly prohibited.
R.V. Guest Parking: Parking of visiting Recreational Vehicles, Boat trailers (Vans, Buses, and Trailers) will be allowed to a visitor of a resident in an assigned area at the clubhouse for a maximum time of seventy-two (72) hours. Arrangements must be made

with the office prior to parking at the clubhouse. Guests are required to clean up the parking area after use of said area. The Association will not assume responsibility for any such vehicle equipment.

106. VEHICLE REPAIRS:

Major repairs to motor vehicles are not permitted on the street or in the driveway.

107. NOISE:

Your neighbors have the right to peace and quiet. Charlotte County Sheriff's Dept. shall be notified to investigate any complaints of excessively loud noise from any unit.

108. MAINTENANCE – LAWN:

Owners are responsible for the care and maintenance of their lawns. Lawns shall not reach a height greater than six inches (6") without being cut. If the foregoing is violated, a notice will be issued. Then after a 7-day period, if the violation is not corrected, the Association will take the following actions:

If the violation is against a vacant lot, and is not corrected within 7 days, the association will correct the violation. The cost of the service will be assessed to the Owner and shall be added to and become a part of the maintenance assessment. The cost of the service will be the greater of $100 or the cost of the service., whichever is greater.

If the violation is against a living unit, and it is not corrected within 7 days, the board will levy a fine against the Owner at the rate of $25/day until the violation is corrected.

109. MAINTENANCE – HOME, EXTERIOR (Amended 6/21/2018):

Owners and/or tenants are responsible for the care and maintenance of homes, shrubbery and trees on the premises to maintain compatibility with the neighborhood standards as listed below:

- Houses, wing walls and gutters shall be free of dirt, stains and mildew.
- Driveways and sidewalks shall be free of mildew, grass and weeds. Broken or cracked stucco shall be repaired or replaced and painted.
- Missing roof shingles must be replaced.
- Torn or missing windows, doors and lanai screens shall be replaced.
- Gutters, downspouts, fascia and shutters must be kept in good repair, i.e. all missing or broken pieces must be repaired or replaced.
- Tree branches shall be kept to a minimum of seven (7) feet above the walkway.

 Dead branches shall be removed if hanging over a sidewalk; branches on the ground shall be removed.
 Shrubs and other vegetation shall not encroach upon driveways or sidewalks.
- Shrubs and other vegetation cannot impede the view of an adjacent lot
- No lot, with or without a house shall be allowed to become or to remain overgrown or unsightly. All shrubbery must be trimmed to clear all window and door openings.
- Shrubs will not be detrimental to the neighborhood or inconsistent with the architectural and scheme of the community.

110. EXTERIOR APPEARANCE:

Window shades or draperies covering all windows are required within fifteen (15) days of occupying said premises. Aluminum foil, sheets, newspapers or similar materials shall not be used.

111. CLOTHES LINES:

Clothes line poles must be free-standing, not attached to a building/structure and must be approved by the Environmental Control committee prior to installation. No linens, cloths, clothing, curtains, rugs, mops, laundry, or other articles shall be hung from the exterior portions of the property such as doors, windows, fences, trees, garage door openings, etc.

112. GARBAGE:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary, covered containers and placed in the trash enclosures. Garbage and/or refuse and recycling containers shall be stored behind wing walls where provided, or in an inconspicuous location on the property at all times, except on assigned days of garbage and/or refuse pick-up. Containers left at the curbside for more than 24 hours after pick-up shall be in violation of this rule and subject to a violation notice.

113. PERSONAL PROPERTY:

The personal property of guests and residents, other than their automobile, lawn furniture and residential playground equipment, shall not be stored outside their respective homes. Playground equipment must be placed in the backyard AT ALL TIMES. Equipment such as playhouses, trampolines and above-ground kiddy pools requires Environmental Committee approval prior to installation.

201. ARCHITECTURAL CONTROL:

No building, fence, wall, wing wall, shed, playhouse or similar structure, or any other addition or modification to the existing property and structures shall be commenced prior to the owner submitting a site plan to the Environmental Control Committee for review, receiving committee approval and submitting copies of county permits (if applicable) prior to the start of the project.

202. EXISTING TREES AND LANDSCAPE:

No tree shall be removed prior to the owner submitting a site plan to the Environmental Control Committee for review, receiving committee approval and submitting copies of county permits prior to the start of the project.

203. SIGNS:

Signs of any kind that are to be displayed to the public view on any residence or lot must be approved by the Environmental Committee, except for the following sign(s) (Note: The maximum size for any sign shall not exceed 18" x 24"):

□ Signs required and/or permitted by Charlotte County for a builder contracting work. Signs must be removed upon completion of work.

□ One property or home for sale or rent sign allowed per home and must be placed on the owner's property.

□ NO signs soliciting business will be allowed with the exception of one "garage sale" sign that can only be placed on the owner's property.

□ NO signs are to be placed on Association property.

□ A "No Solicitation" or "No Trespassing" sign not to exceed 4" x 12" may be affixed to home.

204. FENCES: (Adopted 4/26/2018)

The Board discourages all fences with the exception of property bordering canals. No fence can be erected in the front of the living unit. When erecting a fence on lots bordering canals fencing material shall be basic galvanized chain-link fencing or vinyl coated. If vinyl coated the color can be green vinyl coated or black vinyl coated. All such fencing must be maintained in rust-free condition. All vertical posts must be anchored permanently in the ground with concrete and must be plumb. All horizontal surfaces must be level.

No fence or landscaping can be built which would be impede the view of an adjacent lot or interfere with the granted Easement granted in Article III, Section 5(d) Party Walls or

Section 6.(c) Special Exterior Wall and Patio Easements for Lots Having Zero Lot Lines. Restrictions on Owner of Adjacent Lot which requires that the Owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use and maintenance of the Special Exterior Wall and the adjoining six-foot easement by its Owner.

Dog runs are prohibited because they are in direct violation of the Covenants Article VIII, Section 6 Animals which requires that all pets must be controlled (maintained on a leash) at all times and not allowed to roam uncontrolled. All animal waste (droppings MUST be picked up and disposed of. Barking dogs or other animal sounds are required to comply with the Noise ruling noted in Rule # 107.

Privacy screens:

Fencing may be placed to create a privacy screen for patios or other privacy concerns. Fencing must be vinyl, and white or tan in color. All patio fences can only be placed on two interconnecting perpendicular sides of the patio and cannot completely enclose the patio. Height of the fence shall be seventy two (72) inches high. Each side of the fence shall have a linear length no longer than one hundred forty four (144) inches. When erecting a patio fence all vertical posts must be anchored permanently in the ground with concrete and must be plumb. All horizontal surfaces must be level. Post height to extend above horizontal section by no more than six (6) inches. One end post of the fence must be within two (2) inches of the real wall of the living unit. Said post will not extend past the side of the living unit.

Temporary decorative fences.

Temporary decorative fences may only be erected on lots that border canals and four lane roadways, such as Veterans Boulevard. No fence will be erected without approval from the Environmental Committee. Fence shall be no higher than 36 inches. Material shall be aluminum or wrought iron. The perimeter of the fence will extend out from the rear of the living unit no more than eight (8) feet and the width will be no more than twelve feet. The total area is not to exceed ninety-six (96) square feet. If the owner is seasonal, the temporary fence must be taken down prior to leaving the area for the season. If the owner is a full-time occupant, the temporary fence must be taken down when notice of a named tropical storm is forecast to impact the area. The temporary fence can be put back up one the storm has cleared the area.

Non-conforming fences that were previously approved and in existence as of the date of this amendment shall be able to remain in existence providing:

- Such non-conforming fences shall not be enlarged or moved. Only ordinary repairs and maintenance shall be permitted.
- If any such non-conforming fence is destroyed to an extent of more than 50% of its replacement cost it shall not be reconstructed
- If the lot or living unit is sold, any nonconforming fence must be removed.

Adopted by Board motion 4/26/2018

205. AWNINGS/CANOPIES/ARCHITECTURAL SHUTTERS:

Awnings, canopies, and architectural shutters (typically those on the front of the home) may not be installed without the approval of the Environmental Committee. These items are approvable but must be compatible in design and color with existing items and fixtures on the residences and homes in the surrounding area.

206. HURRICANE SHUTTERS:

Approved (DCA) metal or PVC shutters can only be put in place ninety-six (96) hours before a named tropical storm is forecast to impact the area and must be removed ninety-six (96) hours after a storm has cleared the area unless access to the area is not possible because of debris.

Sheets of plywood that are used as storm protection to cover windows and doors can only be put in place ninety-six (96) hours before a named tropical storm is forecast to impact the area and must be removed ninety-six (96) hours after a storm has cleared the area unless access to the area is not possible because of debris. Through this rule, the Board intends to discourage the practice of putting plywood over windows and doors without a storm being imminent and then leaving the house for extended periods of time.

Approved (DCA) metal or PVC shutters may be installed prior to season residents vacating the area and must be removed immediately upon their return to the area.

207. EXTERIOR PAINT & COLOR:

All color combinations used for homes must be approved by the Environmental Committee. No site plan is required for using the same colors when repainting.

All color combinations used for driveways must be approved by the Environmental Committee.

208. UTILITY SHED:

The Association understands the members' desire for a utility shed. In meeting its obligations to protect its members, the Association must have reasonable assurance that all shed installations are robust enough to withstand hurricane force winds. Additionally, the County now requires a building permit for sheds. The following rules apply to shed applications:

□ Only one shed per property is allowed.

□ A utility shed or vinyl structure will be located at the rear or side of the existing house as close as possible.

□ Prior to construction/installation of a shed the owner must submit a site plan to the Environmental Control Committee for review, receive committee approval and submit a copy of county permits (if applicable) prior to the start of the project.

□ The shed floor size and the dimensions of the shed cannot exceed eight feet by ten feet (8' x 10') in width or length.

The proposed shed size will be based on lot size and may be addressed on an individual basis. Larger sheds, up to eight feet by ten feet (8' x 10') MAXIMUM, may only be used if consistent to the available lot size.

209. WING WALLS/Sight Screens: (Adopted 4/26/2018)

Wing walls/Sight Screens may be constructed at the side of the house to conceal trash cans, recycling containers, small waste containers and small items. New "Wing Wall"/Sight Screen construction may be accomplished with the prior approval of the Environmental Committee after the approval of a completed site plan.

New Wing Walls/Sight Screens shall meet the following criteria:

- Construction shall be block or wood substrate covered with stucco. The wall may also be made using solid vinyl fencing panels. Lattice or picket type construction is not permitted. Vinyl fencing colors will be limited to white or tan. Top and bottom rails of solid fencing panels to be secured to four (4) inch by (4) inch vertical posts anchored permanently in the ground with concrete and must be plumb. All horizontal surfaces must be level.
- Size of the Wing Wall/Sight Screen shall not exceed seventy-two (72) inches in height and seventy-two (72) inches in width perpendicular to the side wall and will extend squarely forty-eight (48) inches towards the rear of the living unit; consistent with county zoning.
- The Wing Wall/Sight screen if constructed of block or wood substrate covered with stucco, shall be the same color as the living unit.
- When replacing an existing wing wall utilizing the original posts the width may vary. If the original wing wall is removed, it must be replaced. The board of directors encourages the construction of wing walls/sight screens wherever possible

Fences and wing walls/sight screens that were approved prior to the date of this Rule will be allowed to remain in place. Going forward the rules will be strictly enforced. See notes under fences for handling of previously approved non-conforming wing walls/sight screens.

210. BASKETBALL BACKBOARDS:

It is permissible to install a basketball backboard at the side of the driveway. Any damage to adjoining properties, including lawn damage, resulting from the use of the

basketball backboard, shall be the responsibility of the tenant or owner. The basket, backboard and support pole should be of professional appearance. The backboard must not be mounted on the house. The backboard must be mounted to the top of a wood or metal pole. The pole must be placed in a ground hole with the center of the pole located fifteen inches (15") from the edge of the driveway. A concrete mixture or packed and tamped soil must be used to provide adequate support at the base of the pole. Portable basketball stands are allowed at the side of the driveway. The pole should be located alongside the driveway and at a point halfway between the garage and the sidewalk. The backboard should be facing and parallel with the edge of the drive. Under no condition is the backboard to be positioned for shooting from the street. Noise rules apply.

211. VOLLEYBALL AND BADMINTON:

It is permissible to string a volleyball or badminton net between two poles located in the backyard of the home. Any damage to adjoining properties, including lawn damage, resulting from the use of the volleyball or badminton bird, shall be the responsibility of the tenant or owner of the property where the volleyball or badminton nets are erected. The nets and poles should be of a professional quality in appearance. As a safety precaution, to prevent anyone from sustaining major injury after dark, the nets must be taken down before dusk.

300. CLUBHOUSE/RECREATIONAL FACILITIES:

The Clubhouse, swimming pool and other common area facilities are for the exclusive use of Oak Hollow Property Owners' Association, Inc. owners/residents. Invited guests may also use these facilities on a temporary basis in accordance with the following procedures:

- Registration is required for all owners and/or tenants.
- Clubhouse facilities, pool and grounds will be monitored by video surveillance at all times.
- In order to gain admission to the clubhouse and pool, residents must use a key fob. Children under the age of eighteen (18) must be accompanied by an adult (18 years or older).
- Any resident family may bring up to six (6) guests to the recreational facilities at one time.
- Guests eighteen (18) years of age or older, who are staying less than thirty (30) days shall be permitted to obtain a temporary key fob, not to exceed thirty days,

for a $10 refundable deposit, which will be refunded if the key fob is returned in good, working condition.

- Guests, eligible to rent their own temporary key fob, but who do not wish to must be accompanied by their sponsoring member on all visits to the clubhouse. Every guest over the age of fourteen (14) must sign the Register on each visit. This record may be used to establish future eligibility on future visits.

- Damaged and/or broken equipment and property shall be assessed a fair and equal repair and/or replacement value and charged to the resident and/or guest responsible.

301. CLUBHOUSE/RECREATIONAL HOURS:

- To gain admission to the clubhouse and pool you must use a key fob.

- The clubhouse is open to members from 6 a.m. to 9 p.m., seven days a week.

- The office will be open from 9 a.m. to 5 p.m., Monday through Friday.

- Clubhouse/Recreation Center hours are determined by the Board of Directors.

302. KEY FOB RULES:

- The keyless entry system will be activated from 6 a.m. through 9 p.m. – or during posted access hours – seven days a week.
- Hours to obtain key fobs will be from 9 a.m. through 5 p.m., Monday through Friday.

- **The individual issued a key fob is the ONLY one allowed to use that fob.**

- If an owner rents his/her property, their common area privileges are passed on to the tenant and therefore their key fob will be deactivated during the time the property is leased.

- Occupants will each be required to have a key fob in order to enter the facility separately.

- All damage to Association equipment and property will be charged to the keyless entry user.

- All keyless entry users agree not to hold the Association liable for any accident or injury to users caused by their own negligence.

- If any resident causes an alarm, that resident will be responsible for any expenses incurred.

- All persons receiving a key fob must read and agree to abide by the rules and regulations by signing the following disclaimer.

- If it is determined that a key fob is being used by a non-member, the key fob will be deactivated.

- Should a key fob be lost, the office should be notified so that the lost key fob can be deactivated so that it cannot be used to gain admittance to the clubhouse or the pool. If a deposit was given for the key fob that was lost, it will not be returned. The resident may purchase a replacement key fob at the current key fob cost.

- Key fob categories, costs and activation periods:

OWNERS:

Homeowners will be offered ONE free key fob for the property where they reside. Additional key fobs for family members over the age of eighteen (18) living in the residence may be purchased at the current key fob cost. Photo ID showing Oak Hollow as their legal residence must be provided.

Owners who rent their properties may **NOT** furnish a key fob to renters. If an owner rents his/her property, their common area privileges are passed on to the tenant and therefore the owner's key fob will be deactivated during the time the property is leased.

Renters, whether seasonal or year-round, must obtain key fobs from the Association and **NOT** from the owner.

GUESTS:

Guests who are visiting thirty (30) days or less may obtain a key fob with a $20 deposit. If the key fob is returned in good working condition, the deposit will be refunded.

MINORS:

No person under the age of eighteen (18) shall be issued a key fob. Minors must be accompanied by an adult at all times.

303. POOL RULES:

- **Use pool at your own risk.**
- Pool depths are measured in feet.
- Bathing Load: 68 persons.
- Shower before entering pool, also shower after each application of suntan lotion before entering pool.
- No running, diving and/or jumping.
- Anyone under the age of eighteen (18) years of age **must** be accompanied by an adult in the pool area at all times.
- Children less than four feet (48") tall must be accompanied by an adult in the pool.
- No horseplay or foul language will be allowed. Respect for others is the #1 requirement.
- No rafts are allowed in the pools; noodles are permissible; toys are permissible if their use does not interfere with the other swimmers. All wading pool activity must be supervised by an adult.
- No animals in pool or deck areas.
- Food is permitted in a designated area. Alcoholic beverages are NOT allowed. Nonalcoholic beverages are permitted; however they must be kept four feet away from the pool.
- **Florida law prohibits bottles and glass containers in the pool area**. (Non-breakables only).
- All children not toilet trained must wear swim diapers. **Disposable diapers are not permitted in either pool.**
- No cut-offs, shorts or clothes to be worn in pool, except swim shirts or tee shirts for sun screen protection. Socially accepted and appropriate swim suits only will be allowed.
- Hair washing in the shower is **NOT** allowed.
- For the safety and the enjoyment of pool recreation center facilities, radios and other music player devices must be battery operated. No other electrical devices are permitted in the pool area.
- If pool cover is on, the pool is considered closed. No one but those authorized are allowed to remove the pool cover.
- If outside air temperature is 60 degrees or below (at 1 p.m.), the pool will be closed.
- **Failure to follow these rules will result in the loss of pool privileges.**

304. POOL TABLE RULES:

- All players for the larger pool table must be fourteen (14) years of age or older. Children under the age of eighteen (18) must be supervised by an adult and any damages resulting from their actions will be the financial responsibility of the adult accompanying them.

- No smoking, drinking or eating permitted at pool table.
- No one may sit on the table.
- Play time is limited to one-half (1/2) hour per player(s) unless no other players are waiting.
- Any person brushing the top of the table should brush the table in one direction only.
- No foul language or horseplay.
- Equipment must be returned in good condition to its original location after use.
- Players are responsible for damage to equipment.

305. EXERCISE ROOM RULES:

- All residents and guests wishing to use the exercise room agree that they are doing so at their own risk.
- Anyone using the exercise room must sign in at the front office.
- No one under eighteen (18) years of age is allowed in the exercise room.
- Anyone causing a problem in the exercise room may be barred from using the equipment.
- No food or beverages allowed in the exercise room.
- No foul language or horseplay.
- Appropriate clothing must be worn. No bare feet; athletic shoes must be worn at all times.
- Equipment must be wiped down with disinfectant after use.
- Weights and equipment must be returned in good condition to their original location after use.
- Players are responsible for damage to equipment.
- Treat it like your own. If something is not right, if it feels warm to the touch and/or smells like something is burning, stop using it and report it.
- Oak Hollow Property Owners' Association, Inc. will no longer provide sporting equipment to the members or guests with the exception of equipment already available for playing ping pong, pool, shuffleboard, pickleball, bean bag toss, and bocce.

306. PING PONG RULES:

- Children under the age of eighteen (18) must be supervised by an adult and any damages resulting from their actions will be the financial responsibility of the adult accompanying them.
- No one may sit on ping pong table.
- No foul language or horseplay.
- No food or beverages allowed on ping pong table.
- Equipment must be returned in good condition to its original location after use.
- Players are responsible for damage to equipment.

307. SHUFFLEBOARD AND BOCCE RULES:

- Children under the age of eighteen (18) must be supervised by an adult and any damages resulting from their actions will be the financial responsibility of the adult accompanying them.
- No foul language or horseplay.
- No smoking, drinking or eating permitted on shuffleboard court.
- No walking on court.
- No pets allowed on court.
- Equipment must be returned in good condition to its original location after use.
- Players are responsible for damage to equipment.

308. BASKETBALL RULES:

- Children under the age of eighteen (18) must be supervised by an adult and any damages resulting from their actions will be the financial responsibility of the adult accompanying them.
- No foul language or horseplay.
- No food or beverages allowed on court.
- No pets allowed on court.
- Equipment must be returned in good condition to its original location after use.
- Players are responsible for any damage to equipment.

309. TENNIS, VOLLEYBALL, BADMINTON, PICKLEBALL and CORN HOLE RULES:

- Children under the age of eighteen (18) must be supervised by an adult and any damages resulting from their actions will be the financial responsibility of the adult accompanying them.
- No foul language or horseplay.
- No food or beverages allowed on court.
- No pets allowed on court.
- Equipment must be returned in good condition to its original location after use.
- Players are responsible for any damage to equipment

310. PLAYGROUND RULES:

- People using playground must first sign in at desk.
- Children under twelve (12) years of age must be accompanied by an adult. No one over twelve (12) years of age is allowed to use playground equipment.
- Any damage to equipment will be the responsibility of parent, guardian, guest, host or hostess accompanying children.

- No foul language or horseplay.
- No food or beverages allowed.
- No pets allowed.
- No sliding backwards or standing up while sliding down on slide. No walking up on slide.
- No standing on swings.
- Bikes are not allowed inside playground.