

OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE
STANDARDS AND GUIDELINES
SUPPLEMENT
(Revised _____, 2016)

The following Supplement To Architectural Review Committee Standards and Guidelines adopted April 23, 2008 (“Supplement”) has been adopted by Oak Hammock Preserve Community Owners Association, Inc.’s (“Association”) Board of Directors on the 25 day of December 2016. This Supplement is intended to be used in connection with the Master Declaration of Covenants, Conditions and Restrictions for Oak Hammock Preserve (“Declaration”), By-Laws of the Association (“Bylaws”), Articles of Incorporation of the Association (“Articles”) and Architectural Review Committee Standards and Guidelines adopted April 23, 2008 (“Guidelines”), as the same have been supplemented and amended from time to time, (sometimes collectively referred to as the “Governing Documents”).

I. Interpretation of Supplement

- 1) The definitions of the capitalized terms in this Supplement, unless otherwise defined herein, shall have the same meaning as those set forth in the Governing Documents.
- 2) In the event any provision of this Supplement conflicts with the Declaration, Bylaws or Articles, the provisions of the Declaration, Bylaws or Articles shall control.
- 3) The provisions of this Supplement are intended to supplement, further define and clarify the section of the Guidelines titled “Tree Removal” and all provisions of the Guidelines are intended to remain in full force and effect.

II. Authority

- 1) Article VI, Section 32, of the Declaration authorizes the Board of Directors for the Association to adopt reasonable rules and regulations pertaining to the restrictive covenants contained in the Declaration.
- 2) Pursuant to Article VI, Section 26, of the Declaration, trees having a diameter of six inches (6”) or more measured four feet (4’) from the ground may not be removed from any Lot without the prior written approval of the Association’s Architectural Review Committee (“ARC”).
- 3) Pursuant to Article V, Section 1, of the Declaration, no change or modification to the Lot may be made without the prior written approval of the Association’s ARC.
- 4) Pursuant to Article VI, Section 27, of the Declaration, any tree removed in violation of the Governing Documents or this Supplement is required to be replaced by the owner(s) of the Lot with a tree of like kind, size and condition within thirty (30) days

of demand for such replacement by the ARC.

III. Tree Removal Guidelines

- 1) No tree having a diameter of six inches (6") or more measured four feet (4') from the ground may be removed from any Lot without the prior written approval of the Association's ARC.
- 2) The ARC shall not approve the removal of any tree having a diameter of six inches (6") or more measured four feet (4') from the ground may not be removed from any Lot without the prior written approval of the Association's ARC unless such tree falls into one of the following "Exceptions":
 - a. The tree to be removed is dying/dead or is in poor health so that its revival or restoration to sound condition is not practical; or the tree to be removed has a disease which can be expected to be transmitted to other trees and to endanger their health; or
 - b. The tree to be removed constitutes a hazard to life or property which cannot reasonably be mitigated without removing the tree.
- 3) Any ARC Application submitted for the removal of a tree shall conform to the Governing Documents and this Supplement.
- 4) In addition to the requirements sets forth in the Governing Documents, an ARC Application for the removal of a tree from a Lot shall include the following:
 - a. documentation from a licensed or certified arborist or arboriculturist specifying, identifying and supporting the removal of the tree under one of the Exceptions; and
 - b. documentation from Osceola County, Florida, that the owner of the Lot is permitted or authorized to remove the tree from the Lot.
- 5) Any tree removed in violation of the Governing Documents and/or this Supplement will be required to be replaced under Article VI, Section 27, of the Declaration.
- 6) Nothing in this Supplement shall be deemed a waiver of the Association's rights and remedies available to it at law and in equity whether such rights and remedies arise under Florida law or the Governing Documents. All such rights and remedies are cumulative.
- 7) Specifically, the Association and its ARC reserve all rights and remedies available to it under Article VI, Section 27, of the Declaration, which requires owners to replace any tree

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of December, 2016.

WITNESSES:

OAK HAMMOCK PRESERVE COMMUNITY OWNERSASSOCIATION, INC.

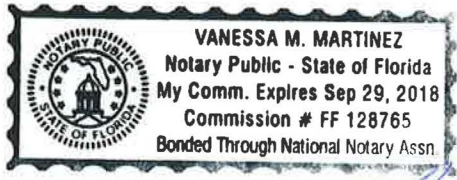
[Signature]
By: _____

[Signature]
_____ as President of Oak Hammock Preserve Community Owners Association, Inc.

[Signature]
By: _____

STATE OF FLORIDA)
)
COUNTY OF OSCEOLA)

SWORN TO AND SUBSCRIBED before me this 28th day of December, 2016, by Barry Rubin as President of Oak Hammock Preserve Community Owners Association, Inc., who is personally known to me or who produced _____, as identification, and who did take an oath.



[Signature]
Notary Public
My Commission Expires: 9/29/2018

WITNESSES:

[Signature]
By: _____

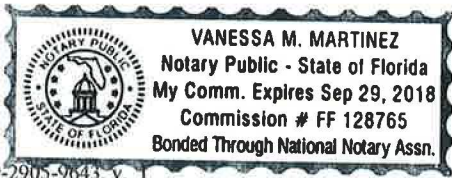
[Signature]
_____ as Secretary of Oak Hammock Preserve Community Owners Association, Inc.

[Signature]
By: _____

STATE OF FLORIDA)
)
COUNTY OF OSCEOLA)

SWORN TO AND SUBSCRIBED before me this 28th day of December, 2016, by Karen Varaschi as Secretary of Oak Hammock Preserve Community Owners Association, Inc., who is personally known to me or who produced _____, as

identification, and who did take an oath.



4829-2905-9643, v. 1

Vanessa M. Martinez

Notary Public
My Commission Expires: 9/29/18