DECLARATION OF COVENANTS AND RESTRICTIONS OF
OAKRUN BAYTREE GREENS MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration", made and entered into on this day of 1997, by OAK RUN ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as the "Declarant"), owner ofthose certain tracts of land which have been platted as Oak Run.

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain tract of land which has been platted as Baytree Greens, a subdivision as per the plat thereof, recorded in Plat Book _, at Pages through, of the Public Records of Marion County, Florida, less and except Lots 1-27 of Block A, Lots 1-14 of Block B, Lots 1-22 of Block C, and Lots 1-19 of Block D of Baytree Greens, a subdivision as per the plat thereof, recorded in Plat Book at Pages through, of the Public Records of Marion County, Florida, of which all of said property as platted shall hereinafter be called the "Subject Property", and Declarant desires to create on the Subject Property a residential community with open spaces and other common facilities for the benefit of the community; and

WHEREAS, the Declarant has previously platted certain tracts of land subject to the Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991, and recorded in OR Book 1716 at Page 0868, ofthe Public Records of Marion County, Florida, and the "Oak Run Declaration" was subsequently amended by Emense Amendments to subject additional platted properties as Additions to its Subject Property (as defined therein) and the Common Areas and Recreational Areas which are now subject to the terms and provisions of the Oak Run Declaration are maintained for the benefit of the Owners' propertics located within the master community known as Oak Run; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the
Areas
property
and Recreational
values and
Areas
amenities in the community and for the maintenance of the Common and improvements thereon, and, for this reason, desires to subject the Subject Property to the covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof, and

WHEREAS, the Declarant has deemed it desirable, to create an entity for organizing the recreational, social and cultural activities of Oak Run and to that end Declarant has incorporated Association, under the laws Inc.,
of the State of Florida, as a non-profit corporation, Oak Run Homeowners for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

the Declarant
NOW,

declares
THEREFORE,
that the
in consideration of the premises and covenants herein contained, real property described as the Subject Property in Article I, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements charges and liens (sometimes referred to as "Covenants and Restrictions") set forth in this Declaration and that such Covenants and Restrictions shall run with the real property and be binding on all parties having any right, title or interest in the Subject Property or any addition thereto as described herein including their heirs, personal representatives, successors and assigns.

ARTICLE I
Definitions

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

Association,

(a) "Association" - shall mean and refer to Oak Run Homeowners Inc., its successors and assigns.
(b) "Common Areas" - shall mean and refer to those areas of land shown on any recorded subdivision plat of the Subject Property or Additions to the Subject Property, other
owners
than the
of
Homesites
Homesites
and
in

the
Recreational Areas, which areas are intended to be used and enjoyed by Subject Property and Additions to Subject Property, which include without limitation, any private roads, and drainage areas, eascments for roads,walkways,
1
including, parking areas without
and paths and utilities, and all improvements now or hereafter constructed thereon
the operation, maintenance limitation, streets, lighting systems (except for light posts on any Homesite,
of that and electricity of which shall be the responsibility of the Homeowner
Declaration, Homesite), the term
signage, structures, lakes and landscaping thereon. For the purposcs of this "Common Areas" shall include all Common Areas as defined in the Declaration
OR Book 1716,
of Covenants

and Restrictions of Oak Run dated January 30,.1991, and recorded in
Common Areas contained
at Page 0868, of the Public Records of Marion County, Florida, and any subsequently, made subject within any Additional Properties which have been previously, or are
recorded in OR to the Declaration of Covenants and Restrictions of Oak Run
accordance with
Book 1716, at Page 0868, of the Public Records of Marion County, Florida, in the provisions of Article II thereof.
Limited Partnership,
(c) "Declarant" - shall mean OAK RUN ASSOCIATES, LTD., a Florida owner of those certain tracts of land which have been platted as Oak Run.
of Oak Run.
(d) "Declaration" - shall mean this Declaration of Covenants and Restrictions
building situated
(e) upon
"Living Unit" - shall mean and refer to any building or portion of a
residence. By
a Homesite designed and intended for use and occupancy as a single
townhouse
way of example, but not limitation, the term "Living Unit" shall include a
unit, or any other form of single residential dwelling, whether attached or detached.
(f) "Homesite" - shall mean and refer to any plot of land shown on any recorded subdivision plat of The Properties which has been designated by the Declarant to
when contain one
a

Living has been Unit. constructed The word Homesite shall also include the Living Unit located thereon on the Homesite.
(g) "Private Use Area"- shall be defined as that yard area within the homesite and immediately adjacent to the dwelling that has been set aside for the private use of the homeowner
Declarant.

and is not to be included in regularly maintained lawn or landscape areas by the Said yard area shall be well defined by courtyard walls or continuous mulched landscape beds of three feet minimum width. Any addition, alteration or other change for existing or proposed private use areas must be approved, in.advance, by the ARB.
of a Homesite
(h) "Member" ofthe Association - shall mean and refer to all Owners, Owners and the Declarant.
persons or entities, (i) "Owner" - shall mean and refer to the record owner, whether one or more of the fee or undivided fee interest in any Homesite located within The Properties,
such mortgagee
including the Declarant, but shall not mean or refer to any mortgagee unless and until
foreclosure. has acquired title pursuant to foreclosure or any proceeding in licu of
(j).. "Recreational Areas" - shall mean and refer to those areas of land shown and Subject designated on any recorded subdivision plat of the Subject Property or Additions to the Property as "recreational areas" which areas shall be owned by the Declarant and shall
Owners
be made available for recreational, social and cultural purposes of the Association and the
described
and their guests, invitees and lessees pursuant to the payment of the fee to the Declarant in Article VI, Section 2. Owner acknowledges that Owner and Owner’s heirs.
area
successors,
or any
and assigns do not have any right, title, claim or interest in and to any recreational
otherwise
facilities or improvements constructed thereon by the reason of this Declaration or
areas and

the
and acknowledge that the Declarant is the sole and exclusive owner of the recreational facilities located thereon.
promulgated by(k) the
Declarant
"Rules and Regulations" - means any and all rules and regulations duly
of the Association under the Declaration and Articles of Incorporation and By-Laws
14 of Block B,
(1) Lots
1-22
"Subject Property"- shall mean and refer to Lots 1-27 of Block A, Lots 1-
the plat thereof as recorded
of Block C, and Lots 1-19 of Block D of Baytree Greens, according to Records of Marion County, in Plat Book, at Pages through, of the Public
and/or
Florida. The Declarant reserves the right to make such changes
are gencrally modifications
consistent
to

the
with plat the as are required byy appropriate governmental authorities,or as quality of the development in the plat.
the real property
(m)
described "Additions in Exhibit to Subject Propetty" - shall mean and refer to those portions of
or may acquire
"A" or any other property which the Declarant now owns
Declaration under
in the future which becomes subject to this Declaration or any Supplemental
shall be added

the provisions of Article II hereof. Such Additions to Subject Property, which from time to time may be of any size and contain any number of Homesites and in any sequence and any commercial or multi-family developments as determined solcly by the
2
Declarant, along with any Common Areas and Recreational Areas deemed appropriate by the Declarant.
Property, the Additions
(n) "Oak Run" or "The Properties" - shall mean and refer to the Subject to Subject Property, and all properties which are subject to the terms and provisions ofthe Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991
and and any recorded supplement in OR Book 1716 at Page 0868, of the Public Records of Marion County, Florida, or amendment thereto.
(o)"Neighborhood" - shall mean those separate areas designated as
Property. Neighborhoods on the plat for the Subject Property and the plats for Additions to Subject and
(p)"Oak Run Declaration" - shall mean and refer to the Declaration of Covenants Restrictions of Oak Run dated and recorded in OR Book at
or

Page,
supplements of the Public Records of Marion County, Florida, together with any amendments thereto.
(q) "Golf Club" shall mean and refer to all present and future organizations consisting of members who have use and enjoyment rights in the Golf Club Facilities.
championship (r) "Golf Club Facilities" shall mean and refer to the eighteen (18) hole golf course owned by the Golf Club Owner, and such other properties,
and
improvements and related amenities owned by the Golf Club Owner in connection therewith,
or designated such other as
properties
"Golf and improvements as may now or hereinafter be constructed, acquired Club Facilities" by the Golf Club Owner. THE GOLF CLUB
TO
FACILĪTIES
THE TERMS
ARE NOT A PART OF THE SUBJECT PROPERTY AND ARE NOT SUBJECT AND PROVISIONS OF THIS DECLARATION.
a Florida (s) "Golf Club Owner" shall mean and refer to OAK RUN ASSOCIATES, LTD.,
may now

Limited
or
Partnership, its successors and assigns, and such other entities or persons that hereafter own or acquire the Golf Club Facilities.
(t) "Golf Course Easement." There is hereby reserved and granted in favor of the Golf
those
Club Owner and its officers, agents, members and employees an easement over and across portions of any Lot lying within the boundaries of the easement shown on the Plat as the
maintaining
"Golf Course Easement", to permit the doing of every act necessary and incident to the
Owner
of the Golf Club Facilities and the use of the Golf Club Facilities by the Golf Club
the
and its officers, agents, members, and employees. Said easements for but not limited to, purpose of the construction and maintenance of underground utility lines, underground drainage lines, surface drainage ditches and swales, the cleaning of vegetation (limited vegetation having a diameter of not greater than eight inches at mean breast height), the constructiofti of paved or unpaved golf cart paths

and the maintenance of all portions of the Golf Course Easement necessary for the operation of the "Golf Club."
(u) "Golf Course Homesite." Any homesite whose boundary line or any portion
boundaries. thereof is adjacent to or contiguous to any portion of the Golf Club Facilities' property
ARTICLE II
Property Subiect to this Declaration and Additions to Subject Property
improvements
Section 1. Subject Property. The Subject Property, as heretofore defined, and any
and occupied now or hereafter constructed thereon shall be held, transferred, sold, conveyed, subject to this Declaration.
Section 2. Additions to Subject Property. The Declarant, from time to time, and at any time, may in its sole and absolute discretion cause additional lands to become subject to this
Property; Declaration, which additional lands have been hereinabove defined as Additions to Subject hereinafter and until such time as such additions are made to the Subject Property in the manner set forth, no real property other than the Subject Property shall be affected by or become subject to the Declaration. Until such time as any portion of such property is submitted
scheme
to the terms

of this Declaration by recordation of a Supplemental Declaration extending the ofthe Declaration to said property, the Declarant shall not be obligated to submit such property to this Declaration or make such property a part of Oak Run; thereafter, Declarant shall
Supplemental have such rights regarding such property as are provided in this Declaration and the Declaration to which such property is subject.
3
Additions
Section
to Subject 3. Supplemental Property Declaration of Covenants and Restrictions. Each of the
of record a Supplemental
authorized under this Article shall be made by the Declarant filing Additions to Subject Property Declaration of Covenants and Restrictions with respect to that
the scheme of the covenants
which shall subject that particular Additions to Subject Property to modified or amended as provided and restrictions of this Declaration as such scheme may be hereafter and Restrictions. Such for herein or in said Supplemental Declaration ofCovenants
discretion additions shall be made whenever the Declarant in its sole and absolute
additions

to
deems
Oak
appropriate, but inin no event shall any Supplemental Declarations making
recorded
Run be recorded after thirty (30) years from the date this Declaration is
be
in the Public Records of Marion County, Florida. Such Supplemental Declaration shall
limitation, made by any
Declarant
Owner, and Member, shall not require consent of any person or entity, including without Such
Supplemental mortgagee of a Homesite or Living Unit, or the Association.
Declarations Declaration may contain such additions and modifications to these
Declaration as
and additions and modifications of the covenants and restrictions contained in this
Subject Property.
may
The
be necessary to reflect the different character, if any, of the Additions to
become a Member Owner of each Homesite in any Additions to Subject Property shall

Restrictions submitting of the Association when the Supplemental Declaration of Covenants and terms of this Declaration, the is
Additions
recorded
to Subject Property in which the Homesite is located to the
after that time in the Public Records of Marion County, Florida. At and
right to vote, and
the
shall
Owner
become
may exercise all rights of a Member of the Association, including the
provided subject to the terms and conditions of the Declaration as
payment

of
in the Supplemental Declaration, including without limitation the obligation for
Properties to
assessments
this
as provided therein. At the time Declarant submits any of The
be pro-rated, Declaration or a Supplemental Declaration, real estate taxes for that year shall and
Declarant shall be responsible for paying that portion of such taxes for the
Restrictions
period prior
to
shall
such
be
submission. Upon filing, any supplemental Declaration of Covenants and
herein
considered a part of the Declarations and the term "Declaration" as used shall include such
Supplemental Declaration.

ARTICLE III

Rights in the Common Areas and Recreational Areas
and

Section 1. Owner’s Easements in Common Areas. Subject to the provisions of Section 2
the additional provisions of this Declaration, every Owner, his guests, invitees, licensees and tenants
shall have a right and perpetual non-exclusive easement of enjoyment and use in and to all
recorded the Common plat wherein Areas, for the purposes for which they are created as described
herein or on any such Common Areas are described, and such easement shall be appurtenant to and
shall pass with title to every Homesite or Living Unit. Such easements of enjoyment and use shall
include, but not be limited to, the Owner’s right of ingress and egress over the streets, roadways and
walkways on the Common Areas for purposes of access to a
Homesite or Living Unit, and Declarant shall have a right of ingress and egress for itself and its guests,
agents, employees, invitees, licensees and tenants over such streets, roadways and walkways during
any time the Declarant is constructing or repairing a Living Unit thereon,
ofrenting or allowed a Living to Unit belonging to Declarant, or providing any other service or activity
required
rights Declarant in the Declaration. No Homeowner shall have any greater or lesser
Homeowner’s
than any Homesite.
other Homeowner or the Declarant in any Common Area which encumbers such

Section 2. Cross Easement Rights in the Common Areas. It is the intention of the Declarant that Oak Run will be divided into separate areas known as Neighborhoods. At the time any supplement to the Oak Run Declaration is recorded in the Public Records of Marion County, Florida, all Owners in Oak Run, whether in any Neighborhood described in the plat for the Subject Property or the plat for any Additions to Subject Property, shall have a right and perpetual non-exclusive easement of enjoyment

and use in all the Common Areas in Oak Run. regardless of where the Common Areas are located, and such easement shall be appurtenant to and shall pass with title to every Homesite or Living Unit.
Section 3. Recreational Areas. Declarant intends to construct certain improvements on the Recreational Areas for the use ofthe Owners pursuant to the obligation of the Owners to pay to the Declarant the fee set forth in Article VI, Section 2. Declarant reserves the right to provide for some or all of the Owners of Living Units in any Additions to Subject Property in Oak Run developed after the Subject Property to have the right to use some or all of the Recrcational Areas on a non-exclusive basis with Owners in the Subject Property.
Section 4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and Recreational Areas to the members of his family, his bona fide guests and invitees (defined as'any guest staying with the owner for twenty-four (24) hours or more), his tenants, and contract purchasers who reside in his Living Unit, subject to such rules and regulations that may be established from time to time by the Declarant. All guests must be accompanied by a resident any time guests are using any Recreational Areas.

discretion
Section 5. Rules and Regulations. Declarant shall have the right in its sole and absolute
regulations to for
adopt,
the use
modify,
of the amend and terminate at any time and from time to time rules and Common Areas and the Recreational Areas.
ARTICLE IV
The Association
Florida
Section corporation 1. Association. Oak Run Homeowners Association, Inc. (the "Association"), a social not-for-profit, has been organized to provide for organizing the recreational,
and
and cultural activities of Oak Run. The Association shall act in accordance with the terms
hereto
provisions of this Declaration, the Articles of Incorporation ofthe Association attached as Exhibit "B", and the By-Laws of the Association, attached hereto as Exhibit "C"
shall be
Section 2. Membership. Every Owner of a Living Unit or Homesite and the Declarant
appurtenant
a member of the Association. Except in the case of Declarant, membership shall be to and may not be separated from ownership of any Living Unit or Homesite.
Section 3. Voting Rights. The voting rights in the Association shall be as follows:
(a) The Declarant shall control the Association and its sole vote on all matters shall
provided be determinative until such time as Declarant shall authorize voting by other members as in the Articles of Incorporation of the Association.
(b) All Owners of Homesites shall be entitled to one vote for each Homesite owned. When more than one person holds an interest in any Homesite, all such persons shall be members, but in no event shall more than one vote be cast with respect to any single Homesite. In the event all of the Owners of a Homesite cannot agree on any vote, no vote shall be cast for such Homesite, provided however, that the Association may conclusively rely on the vote cast by any of the Owners of a Homesite as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one of such Owners.
Section 4. Books and Records. The Association shall make available to Owners and mortgagees, and to holders, insurers or guarantors ofany first mortgage on all or a portion of The Properties, including Homesites, current copies ofthe Declaration, By-Laws and Articles of Incorporation of the Association, other rules concerning The Properties, and the books, records and financial statements ofthe Association. The Association shall be deemed to have made such items available, if they are available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a first mortgage on all or a portion of The Properties, including Homesites, shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, and such statement shall be furnished

within a reasonable time following said request.
Section 5. Notice to Mortgagees. Upon written request to the Declarant identifying the name and address of the holder of the first mortgage on a Homesite or Living Unit, or the insurer or guarantor of such first mortgage on a Homesite or Living Unit and the Homesite or Living Unit number or address, a holder of a first mortgage on a Homesite or Living Unit or insurer or guarantor of said first mortgage shall be entitled to timely written notice of:
(a) Any condemnation loss or casualty loss which affects a material portion of The Properties or any Homesite or Living Unit on which there is a first mortgage held, insured, or guaranteed by such requesting party.
(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Homesite or Living Unit subject to a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for a period of sixty (60) days.
(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
(d) Any proposed action which would require the consent of a specified percentage of first mortgage holders.
Section 6. Director for Declarant. The Articles of Incorporation ofthe Association shall and does provide that Declarant shall always be entitled to appoint one member to the Board of Directors of the Association.

whatever
Section 7. Disso ion of Association. In the event of dissolution of the Association for
Circuit of
reason,
the
any Owner or the Declarant may petition the Circuit Court of the Fifth Judicial
dissolved Association
State of Florida for the appointment of a receiver to manage the affairs of the
may be necessary
in the place and stead ofthe Association, and to make such provisions as
The Properties, including for the continued management of the affairs of the dissolved Association and reinstatement ofthe Association as an active Florida corporation.
ARTICLE V
Membership in the Association
all Owners
Section 1. Member. The Members ofthe Association shall consist of the Declarant, and
holds an interest
of Homesites
merely as
within
security The Properties provided that any such person or entity who
unless they for the performance of any obligation shall not be a Member,
foreclosure. have obtained record title to the Homesite by foreclosure or deed in lieu of
established Section by recording 2. Change of Membership. Change of membership in the Association shall be in the Public Records of Marion County, Florida, a deed or other
such
instrument instrument
establishing
thus
a record title to a Homesite in The Properties. The Owner designated by becomes a Member of the Association and the membership of the prior owner
of the deed
is terminated. The new Owner shall notify the Association and Declarant of the recording
Declarant
or other instrument establishing record title and shall furnish the Association and a certified copy of such instrument.
ARTICLE VI
Covenants for Maintenance Assessments

Section 1. Purpose of Assessments. The assessments levied by the Declarant shall be used in the sole and absolute discretion of the Declarant for the purpose of promoting the recreation, health, safety and welfare of the residents in Oak Run; constructing, maintaining. operating, repairing and replacing improvements on the Common Areas and Recreational Areas: enforcing the compliance with Covenants and Restrictions; and for the maintenance, operation, repairing and replacing of properties, services and facilities which have been constructed. installed or furnished, or may subsequently be constructed, installed or furnished, which are devoted to the purpose and related to the use and enjoyment ofthe Common Areas and Recreational Areas including, but not limited to, the payment of taxes, and insurance thereto, on the Common Areas and Recreational Areas, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Owners acknowledge that the payment of this assessment is a fee for those services provided by the Declarant and is not intended to represent a prorata share of actual expenses and the Declarant is entitled to retain any excess amounts collected from the Owners over cost and expense in providing such services.

Section 2. Assessments. Each Owner of any Homesite by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Declarant:

(1) An annual assessment payable in advance in equal monthly installments on the first day of each month. Such assessment shall be for any costs and expenses relating in
any way to any of the items described in Section 1 above other than for road and drainage, and Homesite ground maintenance (which is subject to a specific assessment as described in subsection (3)&(4) below).

(2) Special assessments that the Declarant deems appropriate for violations of the Declarations and damages resulting therefrom as provided in this Declaration.

(3) Road and drainage assessments, such assessments to be fixed, established
and collected from time to time for the maintenance and repair of the roads and drainage areas and facilities of the Common Areas in perpetuity. These funds will be deposited in an interest- bearing escrow account and will be withdrawn by Declarant in its sole and absolute discretion only for the maintenance and repair of any and all such roads and drainage areas.

(4) A Homesite ground maintenance assessment, to pay for the cost of the
maintenance of the exterior yard areas, excluding those areas designated for private use on the homesite are subject to the terms and provisions of this Declaration.

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(5) The hhomesite ground maintenance assessment described in the preceding sub-paragraph shall not include provision for the cost of exterior maintenance which is required
as a result of acts of God (i.e.,storms, lightning, falling trees, etc.) or required by governmental regulation. Such costs shall be paid for by the levying of a Special Assessment as set forth in Section 6 of this Article.

(6) The collection of garbage and trash included in the Annual Assessment are subject to factors beyond the control of the Declarant. The Declarant reserves the absolute and sole right in its discretion to change the allowable composition of garbage and trash and the frequency of pick up as may be required and is determined in its sole discretion from time to time. Provided however, that in no event shall Declarant not provide for at least a one day a
week pick up of household garbage.

road and
The Declarant shall not be required to pay any assessments whether annual, special or
Declarant
drainage easements, for any Homesites or any other property it owns in Oak Run. The
amounts collected
shall instead be obligated to pay costs and expenses properly incurred in excess of from Owners other than the Declarant for regular annual assessments. The Declarant shall be entitled to retain any excess of amounts collected from Owners over costs and expenses as a return on investments.

All such assessments, together with such interest thereon and costs of collection thereof including, without limitation, reasonable attorneys' fees incurred by the Declarant incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any, shall constitute a continuing lien upon the Homesite against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Marion County, Florida, and the lien shall continue in effect until all sums

secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including without limitation, reasonable attorneys' fees incurred by the Declarant incident to the collection of such assessment whether or not judicial proceedings are involved, and appeals, if any, shall also be the personal obligation of the person
who is the Owner ofsuch Homesite at the time the assessment is due and payable. No assessments may be offset by any claims by any Owner or the Association against Declarant for any reason.

Section 3. Delinquent Assessments. If any annual assessment or installment thereon is not paid within thirty (30) days after the due date, a late fee may be charged by the Declarant, and the Declarant may accelerate the remaining installments of the regular annual assessment for that calendar year which otherwise would not be due, and declare the entire assessment as to that delinquent Owner due and payable in full as if the entire amount was originally assessed. Interest shall accrue on any unpaid assessment whether or not accelerated, at the highest rate allowed by law. Accounts delinquent in excess of sixty (60) days or those twice delinquent more than thirty (30) days may be charged for the annual assessment for the next calendar year in advance and shall be subject to the same collections, lien and foreclosure proceedings as otherwise provided for herein. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse ofthe Common Areas, the Recreational Areas, or abandonment of his Homesite.

Section 4. Rights of Declarant to Collect Delinguent Assessments. Liens for assessments may be foreclosed by suit brought in the name of the Declarant in like manner as a foreclosure of a mortgage on real property. The Declarant may also sue to recover a money judgment for unpaid assessments against the Owner personally obligated to pay same without waiving the lien securing same.

Section 5. Method of Setting Annual. Road. Drainage and Homesite Maintenance Assessments. The Annual, road and drainage and Homesite ground maintenance assessment shall be initiated, increased or decreased in accordance with the following provisions:

(a) The Annual Assessment may be initiated, increased or decreased by the Declarant after considering current construction, operation, maintenance and repair costs and expenses and estimated future construction, operation, maintenance and repair costs and expenses. The initial Annual Assessment for each Homesite are subject to the terms and provisions of this Declaration shall be $1,223.00 per annum, payable in advance in equal monthly installments of $101.90 per month on the first day of each month, until January 1, 1998. Thereafer, the Annual Assessment may be adjusted in a sum equal to the percentage of the increase or decrease ofthe Consumer Price Index, averaged out for the preceding twelve (12 month period). The Consumer Price Index referred to herein shall be the Consumer Price Index. U. S. Average of Items and Foods, published by the Bureau of Labor Statistics of the U.S. Department of Labor.

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(b) The road and drainage assessment shall be determined, paid, collected and enforced assessment
in the same fashion as the Annual Assessment. The initial road and drainage
annum, payable
for each
in advance
Homesite subject to the terms of this Declaration shall be $84.00 per in equal monthly installments of $7.00 per month until January 1, 1998.

enforced in identical (c)
fashion
The Homesite ground maintenance assessment shall be paid, collected and
assessment to the Annual Assessment. The initial Homesite maintenance
annum, payable
for each Homesite subject to the terms of this Declaration shall be $713.00 per in advance in equal monthly installments of $59.40 per month on the first day of each month, until January 1, 1998, and may increase annually thereafter.

as provided Section in Article 6. Special XVI. Assessments. Special assessments may also be collected and enforced
furnish

Section
a certificate
7. Certificate in
of Assessment Liability. Upon demand, the Declarant shall writing signed by an officer of the Declarant to any Owner liable for an
conclusive
assessment.
evidence
The certificate
of
shall state whether said assessment has been paid and shall be payment of any assessment therein stated to have been paid.
and drainage
Section
assessments,
8. Allocation of Assessments Among Homesites. The allocation of annual, road
Declaration, Articles of
(but not special assessments incurred as a result of violation of the
assessed at an equal rate,
Incorporation
except and By-Laws) shall be set so that all Homesites shall be the Homesites it owns.
the Declarant shall not be required to pay any assessments for
exemptedSection from

the
9. Exempt assessments,
Property. The following property subject to this Declaration shall be charges and liens created herein:
and accepted
(a) Any parcel of property which serves as an easement or which is dedicated by a local public authority and devoted to public use.
All Common Areas as defined in Article I, Section 1(b). (b)
(c) Declarant has an interest.
All portions of The Properties owned by the Declarant or in which the
ARTICLE VII
Architectural Review Board
name shall
Section
constitute
1. Composition of Architectural Review Board. The Declarant, acting in its own the Architectural Review Board (referred to herein as "ARB"). At such time
continuing
as Declarant in its sole and absolute discretion shall determine, Declarant may in lieu of to serve as the ARB, create a committee which shall thenceforth be and constitute the ARB. In the event a member of such committee resigns or becomes unable to serve thereon, the Declarant shall appoint his or her successor.
Section 2. Review by Architectural Review Board. In order to enhance, maintain and preserve values of The Properties and all Living Units and Homesites located therein, and subject to Section 8 below, no building, fence, wall, or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained upon The Properties, nor shall any exterior addition to or exterior change or alteration be made to any previous improvement on a Homesite nor shall any awning, canopy, shutter, or antenna be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials, color selection, and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the ARB and until the ARB has received assurance acceptable to it that any damage to the Properties as a
result of such additions or alterations will be repaired in a timely fashion. The ARB shall review such information to determine harmony of exterior design, color and location in relation to surrounding

structures and topography. All exterior finishes must remain as originally constructed by the Developer. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans and
8
plans,
specifications submitted for its review as it deems proper including, without limitation, floor site plans, drainage plans, elevation drawings and descriptions or samples of exterior
ARB
materials

and colors. Upon receipt by the ARB of any required plans and specifications, the
such plans,
shall have
and

if
thirty
not
(30) days after delivery of all required materials to approve or reject any rejected.
approved within such thirty (30) day period, said plans shall be deemed
All changesThe and
ARB's
alterations
approval or disapproval as required in these covenants shall be in writing. applicable governmental shall also be subject to all applicable permit requirements and to all laws, statutes, ordinances, rules, regulations, orders and decrees.
installation of which
(a) Should Owner receive an ARB approval for any exterior improvement, the would impact areas maintained by the Declarant as referenced in Article
accommodate
VIII, Section 2,
the
Owner shall request a modification of these facilities as necessary to proposed improvements and bear the cost of same.
Section 3. Approval Not to be Construed as Waiver. The approval by the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.
Section 4. Architectural Review Board Expenses. The members of the ARB shall
byreceive them no compensation for services rendered, other than reimbursement for expenses incurred in the performance of their duties hereunder.
of defectsSection therein 5.

shall Inspection by Architectural Review Board. Inspection of work and correction proceed as follows:
under this (a) Upon completion of any work for which approved plans are required Article, the Owner shall give written notice of completion to the ARB.
(b) Within thirty (30) days thereafter, the ARB or its duly authorized representatives may inspect such improvement. If the ARB finds that such work is not effected in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particulars of non-compliance. The thirty (30) day period shall not commence to run until the ARB receives from the Owner, a
notice of completion. The ARB may in its discretion inspect the improvements while the same are being made or constructed or upon completion and notify the Owner of non-compliance even if the Owner has not given the ARB notice of completion.
(c). The ARB, if it is composed of other than the Declarant, shall simultaneously, upon notifying the

Owner, notify the Declarant in writing of the non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a
non-compliance exists, as determined in the sole and absolute discretion of Declarant, the Declarant shall notify the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of delivery to such Owner of notice of the Declarant's determination of non-compliance. The Owner shall be obligated to comply with such notice, and ifthe Owner does not comply with such notice within such period, the Declarant, at its option, may either remove the non-complying improvements or remedy the non-compliance and the Owner shall reimburse the Declarant after delivery by Declarant to the Owner of written notice thereof for all expenses incurred in connection therewith. If such expenses are not paid by the Owner to the Declarant within fifteen (15) days of such notice, the Declarant shall levy a
special assessment against such Owner for reimbursement.

(d) If for any reason the ARB fails to notify the Owner of any non-compliance within thirty (30) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to have been made in accordance with said approved plans.

(e) If an Owner does not obtain the approval of the ARB as provided herein, and proceeds to make any improvements on a Homesite which require ARB approval, the ARB
upon actual discovery of such improvements may within thirty (30) days of such discovery approve them as being in accordance with the requirements for approval, or the ARB may within said thirty (30) day period notify the Owner in writing of the non-compliance of those improvements. The ARB shall then proceed as is provided in Section 5(c), Article VII.

Section 6. Limitations on Architectural Review Board Liability. Neither the ARB, including without limitation the Declarant when acting as the ARB, nor any member thereof, nor
theAssociation shall be liable to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the

engaging
ARB's duties
in such
hereunder, unless due to the willful misconduct of a member and only the member
review
willful misconduct shall have any liability in such event. The ARB shall
alteration
and approve or disapprove all plans submitted to it for any proposed improvement,
detriment

or
which
addition solely on the basis of aesthetic considerations and the overall benefit or would result either in the immediate vicinity of such Homesite or to The
architectural
Properties in
general. designs, The ARB shall take into consideration the aesthetic.aspects of the
materials and similar
features, placement of buildings, landscaping, color schemes, exterior finishes and
of any but shall not be responsible for reviewing, nor shall its approval
safety, plan or design be deemed approval of, any plan or design from the standpoint of structural
warranty of design, or conformance with building or other codes.
architectural
Section

7. Variances. The ARB may authorize variances from compliance with the
obstructions,
provisions
hardship, of this Declaration when circumstances such as topography, natural
be evidenced
aesthetic or environmental considerations require. Such variances must

and restrictions
in writing. If such variances are granted, no violation of the covenants, conditions
the matters
contained in this Declaration shall be deemed to have occurred with respect to for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall regulations it affect in any way the Owner's obligation to comply with all governmental laws and affecting his use of the premises including, but not limited to, zoning ordinances and
obtain
set-back
a

similar
lines or requirements imposed by any governmental or municipal authority, nor to varíance from other architectural committees havingjurisdiction.
of this Article
Section 8. Exemption of Declarant. The Declarant shall be exempt from the provisions
additions VII and all subparts thereof with respect to improvements, alterations and which Declarant determines to make in The Properties and this shall be so whether
Areas.
said improvements are to the Living Units and Homesites or are in relationship to the Common
Section 9. Attorneys' Fees and Costs. For all purposes necessary to enforce or defend or construe this Article, the ARB, and the Declarant shall be entitled to collect reasonable attorneys' fees, costs and other expenses from the Owner whether or not judicial proceedings are involved, and such amounts shallconstitute a lien against the Owner's Homesite enforceable as provided in Section 5(c) of this Article.

ARTICLE VIII

Maintenance

Section 1. Maintenance by the Owner. The Owner shall be responsible for the exclusive maintenance and repair of the following:

(a) Maintenance by the Owner. Unless designated as a responsibility of the Declarant in Section 2 of Article VIII, each Owner is responsible for maintenance in good order, condition or repair of the interiors and exteriors of Living Units and of all mechanical equipment, plumbing and electrical facilities located on a Homesite servicing the Living Unit thereon, and any pool, hot tub, spa or similar facility located on a Homesite, and any equipment and appurtenances. The Owner shall promptly perform such maintenance on items such as driveways and roofs, so as to keep the Living Unit and Homesite in a good state of repair and in conformity with the aesthetic standards required from time to time by the ARB. No Owner shall in any way maintain, modify or improve any areas for which the Declarant has the responsibility for maintenance without the prior written consent ofthe Declarant.

(b) Exterior Improvements. No Owner shall place any object on any part of the Homesite except within the Private Use Area provided. Any addition, alteration or other change for existing or proposed exterior improvements must be approved, in advance, by the ARB pursuant to Article VII, Section 2. In the event that any addition or alteration interferes
with the lawn maintenance as provided by the Declarant, the same may be removed or repaired by the Declarant, and the cost thereof shall be payable by such Owner. If the Owner fails to reimburse the Declarant for such expenses within fifteen (15) days after the delivery of notification of the reimbursement claim, the Declarant shall be entitled to levy a Special Assessment against the Owner for the reimbursement, pursuant to the provisions of Article XVI.

Section 2. Maintenance by the Declarant. The Declarant shall be responsible for the exclusive maintenance, and repair of the following:

lawn
(a)Lawn and Shrubs. The Declarant shall maintain and care for the exterior
of this
areas Declaration. and irrigation systems of all Homesites which are subject to the terms and provisions
landscape

Declarant, in its sole discretion, shall determine the need for sod and
maintain
replacement, mowing, fertilization, insecticide control, etc. The Declarant shall
which
and care for those lawn and shrub areas and irrigation systems within ’T’he Properties are a part of the Common Areas and Recreational Areas. The Declarant, in its sole
and discretion, shrubs. shall determine the need for replacement and/or improvement of landscaping, lawns
maintain and repair (b) Private Roads. Walkways. Parking Areas and Paths. The Declarant shall
any, throughout The
all
Properties.
private roadways, walkways, parking areas, paths and drainage areas, if
or drainage areas are
In the event any such roadways, walkways, parking areas, path damaged as a result ofthe negligence of an Owner, or his family, guest, licensee,
reimbursement invitee, or tenant, the Declarant may repair or replace such damage and demand from such Owner by delivery of written notice thereof. If such Owner does not reimburse Declarant within fifteen (15) days of such notice, then Declarant may levy a special assessment against the Owner for reimbursement, as provided in Section XVI.

Section 3. Declarant May Contract for Services. The Declarant may contract for the management ofall or part of The Properties for purposes of carrying out all or a portion ofthe
or
maintenance
private utility services provided for in this Declaration. The Declarant may contract with public companies, including without limitation a private utility company with which Declarant is affiliated or controls, for purposes of supplying utility services to The Properties and the costs and expenses charged by such utility companies shall be separately billed to the Owner assessments. of a Homesite by such utility companies and shall not be included in the annual

Section 4. Maintenance of Fences. Any fences surrounding any common areas or the project boundary of The Properties shall be maintained by the Declarant, and a perpetual easement of ingress and egress of the Homesites and Living Units abutting the fences is hereby
such granted fences. to the Declarant for purposes of construction and maintenance activities related to any

ARTICLE IX

Restrictive Covenants

restrictions,

Section 1. The Properties Subiected to Restrictive Covenants. In addition to other reservations and conditions set forth elsewhere in this Declaration, The Properties shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner, with the exception of the Declarant, who shall acquire hereafter a
Homesite or any portion of The Properties, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 2. Residential Use. No Homesite shall be used for any purpose except for
each
residential purposes, and shall have a maximum of four (4) people as permanent residents of Living Unit. No structures or additions shall be erected, aftered, placed or permitted to remain on any Homesite within The Properties other than one Living Unit, a private attached garage or carport, and structures and additions such as swimming pools, attached screened enclosures and patios (as approved by the ARB), except in the case where the Declarant determines in its sole and absolute discretion to modify the use of a Homesite to use as Common Areas. Such modification may be made by the Declarant amending this Declaration without the necessity of joinder by any Owners or mortgagees of Homesites. All such structures shall be attached to the Living Unit, it being specifically intended hereby to prohibit all free standing structures and additions. Nothing contained in this Declaration shall preclude the Declarant or its agents or employees from maintaining offices on a Homesite or elsewhere in The Properties for the purposes of promoting the sale of Homesites and Living Units within The Properties and for purposes of the operation and administration of Oak Run and any other activities allowed to Declarant under this Declaration, and Declarant and its agents and

employees shall have access
to and use of the Common Areas and Recreational Areas to facilitate such sales. In addition, Declarant shall have the right to allocate a portion or portions of The Properties for commercial purposes and/or multi-family purposes and to construct improvements on such portion or portions for such purposes; such areas shall not be common Areas or Recreational Areas but
shall be owned by Declarant and be subject to such portion of this Declaration as Declarant in its sole and absolute discretion shall determine.
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Section 3. Ownership Conveyance. No Owner of a Homesite or Living Unit shall
convey an ownership interest in their lot or lots less than that which they own. Notwithstanding the provisions of this paragraph, the Declarant may from time to time designate certain lots in The Properties for use or uses as parks, recreational areas, office facilities, utility facilities, storage facilities, and vehicular and equipment parking and storage facilities.
Section 4. Subdividing Homesites. No Homesites or Living Units shall be subdivided or divided into any parcels, tracts or lots smaller in size than that which was originally conveyed by Declarant to the initial Owner. No Homesite shall contain more than one Living Unit. Declarant reserves unto itself the right to subdivide, redivide and/or divide into parcels, tracts or lots,
the
that part of The Properties which may be used for commercial or multi-family purposes by Declarant.
Section 5. Increasing Size of Homesite. No tract shall be increased in size by filling in any waterway, drainage area, lake or canal on which it may abut, except by Declarant.
Section 6. Temporary Structure Not to be Used as Residence. No structure of a
temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be erected or placed on any Homesite at any time, nor shall anything other than the Living Unit be used as a residence, either temporarily or permanently.
Section 7. Modifying Structures. No Owner in The Properties shall change, alter, modify, add to or delete from any existing structure on his Homesite without first receiving written permission from the Declarant. No structure, building, swimming pool, or addition to any Living Unit including additional concrete or asphalt installations shall be erected.
Declarant. constructed or placed on any Homesite without the prior written consent and approval of
Section 8. Excavating and Clearing Land. No bulldozing or clearing of trees from the land conveyed or excavation of lakes or ponds shall be commenced until the plans and
specifications showing the nature,kind, shape and location ofwork to be done and the grading plans of the plot to be built upon shall have been submitted to and approved in writing by the Declarant, and a copythereof, as finally approved, lodged permanently with the Declarant. Any
tree which is more than three inches in diameter and five feet in height may not be removed unless written approval has been granted by the Declarant.
Section 9. Improvement Completion Time Frame. Unless specifically excepted by Declarant, in writing, all improvements for which an ARB approval for construction has been issued shall be completed within six (6) months ofthe issuance of said approval. In the event the approved improvements are not completed within six (6) months ofthe date of the approval, prior approval of the ARB shall be deemed null and void, and such improvement in process shall
be considered as being without approval and, therefore, in non-compliance with the Restrictive Covenants contained within this Article.
Section 10. Easements. Nothing shall be placed on any part of any Homesite which is reserved as an easement or right of way for street, road or walkway, utilities, maintenance or drainage if such shall interfere with the construction, use and maintenance of said roads, streets, walkways, adjacent structures, drainage and utilities. In the event any structure, trees or other vegetation interferes with construction, maintenance or repair on such easement or right of way, the same may be removed by the Declarant, and the cost thereof shall be payable by such Owner to Declarant within fifteen (15) days written notice to such Owner. If said Ówner shall fail to reimburse Declarant, Declarant shall levy a special assessment against such Owner for reimbursement pursuant to the provisions of Article XVI.
Section 11. Parking. No motor homes, recreational vehicles, boats, trailers, pick-up trucks or motor vehicles in excess of a 3/4 ton rating, shall be kept or parked on any Homesite in
excess of twenty-four (24) hours during any calendar month except in a garage or other areas which may be designated by the Declarant in its discretion for such use. All commercial motor vehicles, travel trailers, motor homes, boats and trailers must be parked and/or stored by their owners in designated parking areas to be provided by the Declarant. The Declarant may charge

a reasonable fee for the storage and/or parking of the aforementioned vehicles, trailers, motor homes, boats and trailers in the designated parking areas. Said fee, if unpaid after fifteen (15) days from written notice delivered by Declarant to the Owner therefore shall be assessed as a special assessment by Declarant under the provisions of Article XVI and shall become a lien against the lot of the Owner of said vehicle, enforceable as provided in Article XVI. The parking and storage of automobiles shall be limited to the driveways of Homesites and other areas specifically designated by the Declarant. All vehicles must be parked on the concrete driveway of the Homesite. No vehicle may be parked on any right of way. No more than two automobiles may be parked on any Homesite at one time. The Declarant is specifically
12
authorized
Declarant is
to specifically promulgate additional rules and regulations pertaining to parking, and the violation of these provisions
granted the right to enforce this provisions by the towing of vehicles in
Owner within at the expense of the Owner, which shall be due and payable by
by Declarant to
fifteen
Owner.
(15) days of receipt of written notice demanding reimbursement delivered
Declarant If Owner shall fail to pay such amount within such time period, shall levy a special assessment under the provisions of Article XVI.
and/or parked
Section 12. Storage. No motor vehicles without current license plates shall be stored
Area, including anywhere on Oak Run. No items may be stored on a Homesite outside a Living
whether
without limitation, scrap metal, junk or salvage materials, items or articles
equipment, the building same be in the form of wrecked or junked vehicles, appliances, furniture, materials, or lawn tools and equipment.
family,Section guests,

invitees,
13. Motor Vehicle Repairs. No Owner of any Homesite, a member of his or her
repair or maintenance licensees, or tenants shall engage in the construction, reconstruction,
or not except,
of any motor vehicle, whether said motor vehicle is owned by the Owner
Homeowner may
however, the provisions of this paragraph shall not be construed to mean that a
which the Owner
not
owns,
wash
on

and/or Owner’s polish, change a tire, or change the oil on a motor vehicle
to create
Homesite. All motor vehicles must be maintained so as not
assembling an eyesore or effect the aesthetic standards of Oak Run. There shall be no repair, or disassembling of motor vehicles except inside the Owner’s garage.
originally
Section
established
14. Driveways. All driveways shall be maintained in the form and style
other than approved by by the Declarant. Driveways will not be painted or covered with material the ARB.
dumpingSection
ground
15. Trash. No Homesite or any part of Oak Run shall be used or maintained as a

covered sanitary

containers
for rubbish. Trash, garbage or other waste shall be bagged and tied and kept in
those days, and only
in the garage or utility sheds, or in an approved enclosed space. On
Owners shall place
on those days, when garbage pickups are made at The Properties, the
for pick up no sooner
their garbage (bagged and tied) on their Homesites and adjacent to the street
curbside not later than
than dusk, the day prior to pickup. All receptacles will be removed from
other waste
two (2) hours after pickup. There shall be no burning of trash or any
be collected
materials
from a
on The Properties except as stated in Section 17. In the event trash must
collection
receptacle servicing more than one Homesite to meet the requirements of the
before
company or agency, all trash and garbage shall be in plastic bags and tied securely
The
being placed in the receptacle. In no event shall trash be placed outside the receptacle. Declarant reserves the right during any construction by Declarant or otherwise to maintain a receptacle for garbage and trash on The Properties.
bottled
Section 16. Containers and Fuel Tanks. All garbage or trash containers, oil tanks or gas tanks, shall be located within the confines of the structure served and shall be installed
property.

underground
The installation or within a walled-in area which is not visible from any street or adjoining of such containers or walled-in area shall not be constructed so as to interfere with any maintenance to be performed on the Homesite by Declarant.
Section 17. Burning. No Owner shall burn any trash, debris or refuse, or allow any other person
reserves
to

burn trash, debris or refuse on any Homesite in Oak Run except, however, Declarant
Properties.unto itself the right to burn debris as a result of clearing and cleaning of any land in The
Section 18. Adult Residents Only. The Declarant has designated and developed The Properties for the purposes of providing a single family residential subdivision possessing an aesthetically
middle age
attractive, quiet, comfortable environment conducive to a style of living desired by or senior citizen persons. To assure all Owners that the heretofore mentioned environment shall remain constant, no persons under eighteen years of age shall occupy or permanently reside or live in any Living Unit except, however, members of an Owner's family
exceed
under the an
age of eighteen (18) years may visit and stay with an Owner for a period of time not to aggregate of thirty (30) days in any calendar year.
Section 19. Signs. To preserve the aesthetic quality of The Properties, no signs, including signs advertising the sale or rental of any Living Unit, shall be placed or allowed to be erected or placed on any Homesite including window signs inside any Living Unit visible through any windows without the prior written consent of the Declarant. The Declarant reserves the right to grant and/or deny in its sole and absolute discretion, its consent. The Declarant,
Declarant. however, reserves unto itself the right to erect advertising signs on Homesites owned by

the
13
Section 20. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Homesite, except that two dogs, cats or small house birds or other household pets may be kept on a Homesite, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) pets shall be kept on any Homesite at any time. Pets shall be on a leash at all times when outside the Living Unit. Dogs shall not be walked on grass other than an Owner's Homesite and in pet walk areas designated by the Declarant (if any). All pets are prohibited in the Recreational Areas, on all Common Areas and Golf Club Facilities. Pets which are discovered outside of Owner's Living Unit and not on a
leash and accompanied by the Owner orthe Owner's agent shall be reported to the appropriate governmental agency, and shall be subject to being picked up and impounded. If, after receipt of written notice by the Declarant of a violation of the provisions of this paragraph, the Owner does not correct such violations, the Declarant shall be entitled to levy a special assessment against the Owner for the expenses incurred by the Declarant as a result of the violation, pursuant to the
byprovisions their of Article XVI hereof. Pet owners should clear and remove any fecal deposits made the control
pets from any and all areas, including their Homesite. Pets must be maintained under of the Owner at all times.
Section 21. Business Activity. No business, commercial enterprise or business activity of any kind shall be carried on or conducted on or from any Homesites except those businesses, commercial enterprises and business activities exempted by the Declarant on Homesites or other portions of The Properties owned by the Declarant, as provided herein. Declarant reserves unto itself the absolute right to divide, subdivide or redivide such property and to utilize it for commercial purpose.
Section 22. Leases. All leases of Homesites and Living Units shall be restricted to
the
residential use. All leases shall be in writing and the Declarant shall have the right to terminate Articles
lease upon default by the tenant in observing any of the provisions of this Declaration, the of Incorporation and By-Laws of the Association, and applicable rules and regulations.
Each lease shall contain the following provision:
"The lessee hereunder acknowledges that this lease is subject to the Declaration of Covenants and Restrictions of Oak Run, Articles of Incorporation and By-Laws of Oak Run Homeowners Association, Inc., and Rules and Regulations provided thereunder, that lessee has read the same, agrees to be bound thereby, and that failure to comply with same may result in certain remedies being applicable to lessee, including without limitation termination of this lease, and personal liability of lessee for damages."
In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby-incorporated therein by reference. In the event a lessee or a lessee's invitee, guest or licensee of a Homesite occupies the same without a written lease, the occupancy thereof shall constitute an acceptance ofthis Declaration and an agreement to be bound thereby and subject thereto.
No lease shall be for a term less than three (3) months. Owners wishing to lease their Homesites and Living Units may be required by Declarant to place in escrow with the Declarant
a sum as determined by the Declarant which may be used by the Declarant to repair any damage to the Common Areas and Recreational Areas or other portions of The Properties resulting from acts or omissions of tenants (as determined in the sole and absolute discretion of the Declarant). The Owner will be jointly and severally liable with the tenant to the Declarant for any amount in
excess of such escrowed sum, if any,which is required by the Declarant to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the Declarant, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. The Declarant, at its option, shall be deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Declarant. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the Owner in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this section.
Section 23. Fences. No fences shall be erected, constructed or placed on any Homesite.
Section 24. Gardens. No garden may be grown or cultivated on any Homesite except within

Homesite’s Private Use Area, not maintained by Declarant. Gardens are prohibited on Homesites.
14
maintained
Section by the
25.
Declarant,
Hedges. Except as a portion of the exterior landscaping of any Homesite no hedges shall be grown or cultivated on any Homesite.
agreement Section 26. Water Systems. The Declarant has entered into an exclusive franchise system to serve
with

all
a utility
Homesites
company for the installation and operation of a central water and sewer and Living Units in The Properties.
any existing Section irrigation 27. Sprinkler or sprinkler Systems. No Owner shall, after closing on a Living Unit, modify system.
all
Section 28. Cable Television. The Declarant shall have the exclusive right to furnish to Owners within The Properties, television reception as the Declarant deems appropriate, including without limitation an exclusive closed circuit Oak Run television channel, and to
The
charge as a result thereof a reasonable installation fee and service charge for providing the same.
after

service
fifteen
charge shall be included in the annual assessment, and the installation fee, ifunpaid (15) days written notice delivered by Declarant to Owner, may be levied as a special assessment
and maintenance
by Declarant under Article XVI. Such easements as are necessary for the connection
Declarant. of the television reception service, as provided for herein, are reserved unto the
equipment,
Section 29. Antenna. No radio, television nor any other exterior electronic or electrical
maintained
antenna, aerial, satellite receiver of "dish" or similar receiver shall be installed or
any Homesite,
on
the
subject
exterior of any Living Unit or structure on a Homesite or on any portion of
regulations, to all applicable governmental laws, statutes, ordinances, rules,
restrict the right
orders
of
and decrees pursuant to Article VII, Section 2. This provision shall not
security the Declarant at its election to install a master antenna, cable television and system in Oak Run.
all
Section 30. Services and Fees. The Declarant shall have the exclusive right to furnish to
collection
Owners
services,
in The Properties security services, recreational facility services, garbage and trash

providing all as the Declarant deems appropriate, and to charge a reasonable fee for said services, the fee for which shall be included in the annual assessment.
Section 31. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, or magazines, or similar material shall be erected by an Owner
have unleşs the size, location, design and type of material for said boxes or receptacles shall been approved by the ARB, and said mailboxes shall contain only the name and address of the occupant of said lot. The replacement of all mailboxes and light posts must be of identical design as of that of the original. No Owner shall modify any Declarant-installed mailboxes or light posts without prior consent of the ARB. Nothing may be added or attached to the post
and structure or mailbox itself, including without limitation, flags, other signs, flowers, decorations, license plates.
Section 32. Lighting. All exterior lighting on any Homesite or Living Unit must be designed and erected so as to avoid annoyance to any other Owner, and to minimize the adverse effect on the safety of the Owners of other Homesites in the subdivision. Pole lights will not be placed, located or permitted upon any Homesite. Coach lights may be mounted by an Owner on the mounting exterior of the Owner's Living Unit, after receipt of approval as to the specifications and plan by the ARB.
Section 33. Yard Lights. For security purposes, all Homesites in The Properties shall have an operable front yard lamp as specified as to form and materials by the ARB. Each Owner must at all times maintain said lamp in a working condition, and insure that this light remains on at all times during all hours of darkness, and pay for such electricity as is required to so provide such light, and to maintain and repair such light.
Section 34. Clotheslines. It is prohibited to hang and/or dust garments, rugs or any other materials from the windows, balconies or from the exterior of any Living Unit. Outside clotheslines or other exterior clothes drying facility is prohibited except one portable umbrella type clothesline may be used if approved by the ARB. All clotheslines must be kept closed when not in use. Under all circumstances, all clotheslines must be located in the backyard, Private Use Area, and such clotheslines may be used until 4:00 p.m. on weekdays only. Golf Course Homesites are subject to additional restrictions per Article X, Section 6.
Section 35. Outside Storage. Decorations and Ornaments. No items, articles, decorations, ornamental statues, figures, lawn ornaments or other decorations of any kind, including without limitation items including garden tools, hoses, ladders, chairs and other items. shall be stored on, hung, or placed outside the Living Unit except as permitted in the confined areas reserved exclusively for Homeowner's use. No decorations may be affixed to the exterior
15
decorations,
of any Living Unit. TheOwner may, however, have seasonal decorations, such as Christmas
holiday for periods not to exceed two weeks prior to, and one week subsequent to, the for which such decoration are applicable. Placement of any lattice or trellis is specifically prohibited from any location outside a Living Unit.
Section 36. Landscaping. Any alterations (including but not limited to additions and/or
those
deletions) to landscaping (including turf, trees and ornamental plants) are prohibited except
unsightly which are confined in areas reserved for resident's Private Use. Excessive weeds or undergrowth within this confined area shall not be visible. All hoses which are used for
Watering
watering
of

landscaping shall be stored by Owner out of view of the general public, except when being used.
the Southwest Florida
shall be subject to landscaping restrictions which may be imposed by Water Management District, the utility company, or Declarant.
unit shall
Section 37. Window and Air Conditioning Units. No window or wall air conditioning
placed
be permitted to be placed in a Living Unit. No Living Unit shall have aluminum foil
may
in any window or glass door, or any reflective substance place on any glass, except as be previously

approved in writing by the ARB for the purposes of energy conservation.
been
Section 38. Drilling. No private wells or septic tanks will be allowed except as have previously approved, in writing, by the ARB.
includingSection 39. Awnings. Canopies and Shutters. No awnings, canopies or shutters, hurricane or storm shutters, shall be attached or affixed to the exterior of any Living
ARB.
Unit unless such awnings, canopies or shutters have previously been approved in writing by the exterior
Section 40. Swimming Pools. Any swimming pool, lap pool, lounging spa, or other
ARB, which water facility to be constructed on a Homesite shall be subject to the requirements ofthe include, but are not limited to, the following:
(a). Construction must comply with all requirements set forth by any appropriate governmental body having jurisdiction over the construction.
(b).No construction shall be allowed which will or may jeopardize the structural integrity of any existing improvements as initially provided by Declarant.
(c). All screened enclosures must be of the same style and type as initially provided by Declarant and must be approved by ARB prior to construction.
Section 41. Additions. No additions or other constructions shall be allowed to be built, beyond that as initially constructed by the Declarant, unless such construction is approved previously, in writing, by the ARB.
Section 42. Boats and Lakes. No motorized boats may be used in the lakes located on The Properties, nor shall any boats be stored in the lakes or along the shoreline. No dock or other similar structure shall be located in or near the lakes located in The Properties. No grass clippings nor other refuse shall be dumped in the lakes. Declarant shall have the right to have clippings and refuse removed from the lakes, and the cost thereof shall be paid by any Owner who is responsible therefor, or whose guests, invitees, licensees or tenants are responsible therefor. Such payment must be made within fifteen (15) days after delivery of a written notice therefor from Declarant to such Owner. If such Owner does not pay such amount within such period, the Declarant shall levy a special assessment therefor pursuant to the provisions of Article XVI. The use of any lake or swimming pool for boating or swimming is done at the sole risk of the Owner and the Owner’s guests, invitees, licensees and tenants and the Declarant assumes no liability for any accidents occurring during such use of such facilities.
Section 43. Nuisances. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any disturbance be permitted which will interfere with the rights, comforts or convenience ofother Owners and their guests, invitees or lessees. Owners shall be prohibited from doing anything or conducting any activity which would detract or in any way deter from the beauty or natural aesthetics of Oak Run. If, after receipt of written notification from the Declarant of a violation of the provisions of this Section, the Owner does not correct such violation, the Declarant shall be entitled to levy a special assessment against the Owner’s Homesite for the cost of correcting the violation, as provided for in Article XVI hereof. Declarant may, at the its sole discretion, determine whether a violation of this Section shall be referred to an appropriate governmental agency enforced by the Declarant as provided herein.
16
Homesite
Section
or Living
44. Exemption of the Declarant. The Declarant, as long as Declarant owns any Unit in the Subject Properties, or in the event Declarant is undertaking
be
construction exempt from
work the or repair work of any Homesite or Living Unit in the Subject Properties, shall provisions of this Árticle IX.
ARTICLE X
Golf Course Homesite
Golf Club
Section and 1. Golf Course Easements. The Declarant or the homeowner shall grant to the the Golf

Club Owner an easement or easements over and across the Common Areas
providing
(including, but not limited to, all Streets located in the Common Areas) for the purpose of access to, and facilitating the use of the Golf Club Facility.
Section 2. Consent to Golf Club & Facilities Activities. Declarant and the Owner of each Lot does hereby irrevocably consent to, grants permission to, and holds harmless the Golf Club Owner and its officers, agents, member and employees, the doing of every act necessary and incident to the playing of golf on the Golf Club Facilities adjacent to the Homesites and to permit the doing of every act necessary and incident to maintaining the Golf Club Facilities. These acts shall include, but not be limited to, the flight of golf balls over and upon Homesites, the creation ofthe usual and normal noise level associated with the playing ofthe game of golf, the creation of the usual and common noise level associated with maintaining the Golf Club Facilities, the driving of machinery and equipment used in connection with maintaining the Golf Club Facilities over and upon the streets, the Common Areas and the Golf Club Facilities and Golf Club Easements, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the maintenance and operation of the Golf Club Facilities. Such noises may occur on or off the Golf Club Facilities, throughout the day from early morning until late evening.
ingress Section 3. Golf Club Access Easement. A non-exclusive easement is hereby granted for and egress over, across and through the streets to and from the Golf Club Facilities to the Golf Club Owner, and all members of the Golf Club, regardless of whether such members are
invitees also Owners. of the This Golf easement Club Owner. shall also exist in favor of the officers, employees, agents, and
hung, Section 4. Outside Displays. No Owner shall cause anything to be affixed or attached to, displayed or placed on the exterior walls, doors, balconies or windows of his Homesite nor shall except
he place any equipment outside his Dwelling, without the proir written consent of the ARB,
or barbecue
that the grill consent
of the ARB shall not be required with respect to the use of lawn furniture in the Private Use Area of a Homesite.
Section 5. Golf Carts. No golf carts shall be placed or stored on any Homesite unless stored indoor from public view. No golf cart shall be operated, placed, parked or stored on any portion
operating of the Common Areas unless such area is specifically designated for the purpose of or parking a golf cart.
Section 6. Clotheslines. Clotheslines are not permitted on Golf Course Homesites.
Section 7. Golf Course Disclosure, The Buyer acknowledges and understands that Buyer’s purchase of property pursuant to the Agreement shall not confer upon Buyer any rights of membership, use in, or any rights or privileges with respect to the use and enjoyment of any golf course properties or facilities located within the Oak Run development. Right to membership in and/or use of, such golfcourse and related facilities shall be conferred only by and within the sole and absolute discretion of the owner, lessee, or operator of said golf course and facilities, from time to time, pursuant to a separate application for membership or use, and pursuant to rules and regulations of the owner, lessee or operator of said golf course and/or facilities upon making application therefore. Buyer also acknowledges that the golf course and facilities may be conveyed to a third party in the future. The Golf Course Facilities are not "Recreational Areas" or "Common Areas" as referred to in the Agreement or any documents referred to therein or made a part thereof. Buyer shall have no express or implied easement in and to the golf course and its facilities, although certain easements appurtenant to, or related to, the golf course and its facilities may encumber or otherwise affect the property being purchased by Buyer pursuant to the Agreement.

ARTICLE XI
Assignment
may
All rights, powers, privileges and obligations reserved to and ofthe Declarant hereunder
limitation
be assigned by it in whole or in part at any time and from time to time including without an assignment thereof to the Association and to the Architectural Review Board. A
recorded lawful holder, assignment owner

thereof
and shall entitle all third parties to deal with the assignee as the true and obligee thereof.
ARTICLE XII
Insurance and Taxes
Recreational Section 1. Insurance. Property and casualty insurance on the Common Areas and the Areas shall be maintained by the Declarant. The Declarant shall also purchase
Common
public and general liability insurance, and such other insurance as may be necessary on the
properly
insuring Areas and the Recreational Areas in the judgment of the Declarant and for purposes of the Common Areas and Recreational Areas. The premiums for all insurance
shall policies be
purchased paid by the by Owners the Declarant shall be deemed to be general expenses for Oak Run and through the annual assessments against each Homesite.
assessed,
Section
together
2. Living Unit Taxes. All real estate ad valorem and personal property taxes with any assessments made by any governmental or quasi-govermmental
the
agency
Homesite
assessed
and
against Living a
Unit. Homesite and Living Unit shall be the responsibility of the Owner of
property
Section
and
3. Common Area Taxes. The Declarant shall be responsible for paying all real
Areas, personal property taxes assessed against the Common Áreas and the Recreational
deemed
and any personal property located thereon owned by the Declarant. Such taxes shall be
Assessment. to be general expenses for Oak Run and shall be paid by the Owners through the Annual
ARTICLE XIII
Additional Covenants and Restrictions
without
Except for the Declarant, no Owner, nor the Association or any other person or entity
restrictions
the prior written approval of the Declarant, may impose any additional covenants or on any part of The Properties.
ARTICLE XIV
Amendment
Section 1. Amendments. The Declarant in its sole and absolute discretion shall have the right and power of amendment of this Declaration, and such amendment by the Declarant shall not require the joinder of Owners or mortgagees or the Association, or any other party having any interest in The Properties. Such right to amend shall include without limitation the right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or to any inconsistency between the provisions contained herein; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to The Properties which do not unreasonably lower standards of the Covenants and Restrictions herein contained; and (c) to release any Homesite from any part of the Covenants and Restrictions which have been violated if the Declarant, in its sole judgment, determines such violation to be a
minor or insubstantial violation.
Section 2. Amendment to Articles and By-Laws. The Articles of Incorporation and By- Laws ofthe Association may be amended in the manner so provided in such documents.
accordance

Section 3. Notice of Amendment. Recording of an amendment, properly made in with the terms of Section 1 and Section 2 of this Article XIII shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.
Section 4. Amendment of Specific Provisions. The consent of holders of first mortgages on Homesites which have at least fifty-one percent (51%) ofthe votes of Homesites subject to first mortgages, shall be required to add or amend any material provisions of the Declaration, Articles of Incorporation and By-Laws which establish, provide for, govern or regulate any

provisions which are for the express benefit of mortgage holders, first mortgage holders or the insurers or guarantors of first mortgages on Homesites.
Section 5. General Provisions Regarding Amendments. An addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. A holder of a first mortgage who receives a written request to approve an amendment who does not deliver or post to the requesting party a negative response within thirty (30) days from the postmark date of the request shall be deemed to have approved such request.
ARTICLE XV
Termination of Declaration
The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Declarant, the Association, and their respective legal representatives, heirs, successors and assigns until amended or modified according to the terms of Article XIV hereinabove set forth. In the event of and after the assignment by Declarant of all of its rights hereunder, the consent of the Owners of Homesites to which sixty-seven percent (67%) of the total allowable votes in the Association are allocated and
the approval of holders of first mortgages on Homesites which have at least sixty-seven percent (67%) of the total votes of Homesites subject to first mortgages, shall be required to terminate the covenants and restrictions of the Declaration. Termination shall be accomplished in the
same manner as set forth for amendment to the Declaration in Article XIV, except that the specific percentages herein shall apply.
ARTICLE XVI
Enforceability
Section 1. Parties Who May Seek Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any ofthe provisions of the Declaration, By-Laws, Articles of Incorporation, or any Rules and Regulations, it shall be lawful for the Declarant, (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such provisions; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations, or any other equitable relief. Should the Declarant be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment or special assessment including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies
now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, 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 thereof.
Section 2. Special Assessment. In addition to all other remedies provided in this Declaration, the Declarant, in its sole and absolute discretion, may levy a special assessment upon an Owner for failure of the Owner, his family, guests, agents, lessees, licensees, invitees, tenants or employees, to comply with any provision in this Declaration or the Articles, By-Laws or any rules or regulations, including without limitation the rules and regulations of the Recreational Areas and the Common Areas and the failure to pay to or reimburse Declarant for
any sums owed by Owner to Declarant under these Declarations, provided that the following procedures are followed:
(a) TheDeclarant shall notify the Owner of the infraction or infractions.

Except in the case of a violation for failure to pay to or reimburse Declarant for sums owing by Owner to Declarant, for which the special assessment may be levied after fifteen (15) days written notice delivered by Declarant to Owner, included in the notice shall be a date, time and place where the Owner shall present evidence as to why the special assessment should not be imposed.

(b) The details of the non-compliance shall be presented to the Declarant at the time and place provided in the notice described in subsection (a), supra, at which meeting a hearing shall be conducted for the purposes ofobtaining evidence as to the levying of a special

assessment, in the event that it is determined that a violation has occurred. A written decision of the after Declarant which, if shall Declarant be submitted determines to the Owner not later than thirty (30) days after the hearing.

levied against the Owner by the Declarant. that a violation has occurred, a special assessment may be

assessment in any

(c) For each occurrence of a violation, the Declarant may impose a special event a violation is amount found. not in excess of $5,000.00 against the Owner of the Homesite in the

not later than ten

(d) (10) days A special after assessment as provided in this Article shall be due and owing the written decision as provided in subsection 2(b) above.

enforced by the

(e) Declarant Any in special the assessment levied in accordance with this Article may be

provided for in same manner as the enforcement of a regular annual assessment

and foreclosing

Article

same.

VI of this Declaration, including placing a lien on the Owner’s Homesite

violate

Section

or in any

3. Legal Proceedings for Violations. If any person shall violate or attempt to

regulations promulgated way fail to abide by any ofthese Covenants and Restrictions, or any rules and

Declarant, or any other pursuant to these Covenants and Restrictions, it shall be lawful for the proceedings as are available person(s) owning any Homesite in The Properties to conduct such legal violations, and to to enforce compliance therewith, to prevent further or continued

for such violations recover or attempted damages, attorneys’ fees, court costs and litigation costs and expenses violations.

or assigns, Section after 4. giving Right to Enter & Levy Assessments. The Declarant, or its employees, agents Covenants, an Owner reasonable notice and opportunity to cure a violation ofthese

shall have may enter upon a Homesite for the purpose of curing the violation, and the same no liability to the

Owner, whether for trespass or otherwise, as a result of such entry upon
an amount
the Homesite.
to
The Declarant may impose a special assessment pursuant to Article XVI in be determined in the sole and absolute discretion of the Declarant against any Owner
any of

these
who

fails
Covenants
to abide by, or whose guests, invitees, licensees and tenants fail to abide by, and Restrictions, or any rules and regulations promulgated hereunder.
Section 5. Restriction on Use of Recreational Facilities. In addition to all other remedies, an Owner, his tenants, invitees and guests may be barred from the use of the
suspend
Recreational

Areas for any failure too comply with these Declarations, but such barring shall not the obligations ofsuch Owner to pay all outstanding expenses due hereunder.
ARTICLE XVII
Condemnation and Reconstruction and Repair After Casualty or Condemnation
exclusive
Section 1. Declarant Agent in Condemnation Settlement. The Declarant shall have the
taking any
right
portion
to contest any condemnation or eminent domain proceeding which is directed at
concerns
of the Common Areas or Recreational Areas, or which touches upon,
represent
or affects the use of the Common Areas or Recreational Areas; and the Declarant shall
a Homesite
the
in
Owners
any condemnation
of Homesites and is hereby irrevocably appointed agent for each Owner of proceedings or in negotiations, settlements and agreements
any
with the condemning authority for acquisition of the Common Areas or Recreational Areas, or
Recreational
part thereof. In the event of a taking or acquisition of part or all of the Common Areas or
payable Areas by a condemning authority, all awards or proceeds of settlement shall be
Homesites
to the Declarant and it shall disburse such award or proceeds to the Owners of and their mortgagees as their interest may appear.
the Common
Section Areas
2. Reconstruction or Repair of Common Areas. Any reconstruction or repair of
substantially or Recreational Areas as a result of casualty or condemnation must be in accordance with the plans and specifications of the original Common Areas; or if not, then according to plans and specifications approved by the Declarant which shall be of similar kind and quality as the original plans and specifications.
Section 3. Repair or Replacement of Living Unit. Each Living Unit Owner shall be
not

required to reconstruct or repair any Living Unit destroyed by fire or other casualty, whether or such destruction shall have been an insured loss. IfOwner fails to repair or reconstruct a damaged unit, the Declarant may, at its sole discretion, replace unit and charge Owner all costs of repair or replacement. The plans and specifications for the repair or reconstruction of such Living Unit must be approved by the ARB. Such costs for repair or replacement will become a lien on the Homesite and if not paid within fifteen (15) days, after written notice thereof is
20
Owner's
delivered
Homesite
to the Owner pursuant
by Declarant, the Declarant may levy a special assessment upon such to Article XVI.

ARTICLE XVII

General Provisions

discretion, Section
to make
1. Modifications. The Declarant reserves the right, in its sole and absolute
and covenants contained modifications, herein, clarifications, changes and interpretations of all restrictions and the Declarant's determination shall be final.
Restrictions,
Section
or

2.
this
Invalidation. The invalidation of any provisions of these Covenants and Declaration, by judgment or court order shall not affect or modify any ofthe other provisions ofsaid Covenants and Restrictions, which shall remain in full force and effect.
under the
Section
provisions
3. Notices.
of this
Any notices required to be provided to any Owner or any other party
the notice has
Declaration shall be deemed to have been properly given on the date
known address
been of
deposited in the United States mail, postage prepaid, addressed to the last
Association the person who appears as a member or Owner on the records of the at the time of such mailing.
for The
Section
Properties
4. Duration. The Covenants and Restrictions as provided for in this Declaration
described in Article
shall run with the title to all ofthe land, tracts, parcels and Living Units
Homesites
II hereof, and will be binding upon the Owners of all Living Units and
Thereafter, within The Properties, their successors and assigns in title until December 31, 2015. these protective Covenants and Restrictions shall automatically be renewed for successive
revised or

modified periods of ten (10) years, and shall remain in full force and effect, unless specifically
Association, as set forth in Article XIV hereof. Failure of the Declarant, Owners or the or any other that may be formed to enforce any of these Covenants and Restrictions shall not nullify any of the Covenants and Restrictions, or in any way be interpreted as a waiver by

law
the
or

Declarant,
in equity Owners or Association, of the right to object to and enforce by proceeding at
Covenants and Resfrictions against any person or persons violating or attempting to violate any of the contained within this Declaration.

Section 5. Validity. If any portion of this Declaration is declared unconstitutional or if the applicability of this Declaration against any person or in any circumstances is held invalid, the validity of the remainder of the Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section or portion of such Covenants and Restrictions shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or word shall be
remaining deemed a
separate portions and independent provision and such holding shall not affect the validity of the hereof.

ARTICLE XV

Termination of Declaration

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Declarant, the Association, and their respective legal representatives, heirs, successors and assigns until amended or modified according to the terms of Article XIV hereinabove set forth. In the event of and after the assignment by Declarant of all of its rights hereunder, the consent ofthe Owners of Homesites to which sixty-seven percent (67%) of the total allowable votes in the Association are allocated and the approval of holders of first mortgages on Homesites which have at least sixty-seven percent (67%) of the total votes of Homesites subject to first mortgages, shall be required to terminate the covenants and restrictions
of the Declaration. Termination shall be accomplished in the same manner as set forth for amendment to the Declaration in Article XIV, except that the specific percentages herein shall apply.

ARTICLE XVI

Enforceability

Section 1. Parties Who May Seek Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Declaration, By-Laws, Articles of Incorporation, or any Rules and Regulations, it shall be lawful for the Declarant, (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such provisions; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations, or any other equitable relief. Should the Declarant be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment or special assessment including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, 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 thereof.

Section 2. Special Assessment. In addition to all other remedies provided in this Declaration, the Declarant, in its sole and absolute discretion, may levy a special assessment upon an Owner for failure of the Owner, his family, guests, agents, lessees, licensees, invitees, tenants or employees, to comply with any provision in this Declaration or the Articles, By-Laws or any rules or regulations, including without limitation the rules and regulations of the Recreational Areas and the Common Areas and the failure to pay to or reimburse Declarant for any sums owed by Owner to Declarant under these Declarations, provided that the following procedures are followed:

(a) The Declarant shall notify the Owner of the infraction or infractions. Except in the case of a violation for failure to pay to or reimburse Declarant for sums owing by Owner to Declarant, for which the special assessment may be levied after fifteen (15) days written notice delivered by Declarant to Owner, included in the notice shall be a date, time and place where the Owner shall present evidence as to why the special assessment should not be imposed.
(b) The details of the non-compliance shall be presented to the Declarant at the time and place provided in the notice described in subsection (a), supra, at which meeting a hearing shall be conducted for the purposes of obtaining evidence as to the levying of a special assessment,

in the event that it is determined that a violation has occurred. A written decision of the Declarant shall be submitted to the Owner not later than thirty (30) days after the hearing, after which, if Declarant determines that a violation has occurred, a special assessment may be levied against the Owner by the Declarant.
(c) For each occurrence of a violation, the Declarant may impose a special assessment in any amount not in excess of $5,000.00 against the Owner of the Homesite in the event a violation is found.
(d) A special assessment as provided in this Article shall be due and owing not later than ten (10) days after the written decision as provided in subsection 2(b) above.
(e) Any special assessment levied in accordance with this Article may be enforced by the Declarant in the same manner as the enforcement of a regular annual assessment provided for in Article VI of this Declaration, including placing a lien on the Owner's Homesite and foreclosing same.
Section 3. Legal Proceedings for Violations. If any person shall violate or attempt to violate or in any way fail to abide by any of these Covenants and Restrictions, or any rules and regulations promulgated pursuant to these Covenants and Restrictions, it shall be lawful for the Declarant, or any other person(s) owning any Homesite in The Properties to conduct such legal proceedings as are available to enforce compliance therewith, to prevent further or continued violations, and to recover damages, attorneys' fees, court costs and litigation costs and expenses for such violations or attempted violations.
Section 4. Right to Enter & Levy Assessments. The Declarant, or its employees, agents or assigns, after giving an Owner reasonable notice and opportunity to cure a violation of these Covenants, may enter upon a Homesite for the purpose of curing the violation, and the same shall have no liability to the Owner, whether for trespass or otherwise, as a result of such entry upon the Homesite. The Declarant may impose a special assessment pursuant to Article XVI in an amount to be determined in the sole and absolute discretion of the Declarant against any Owner who fails to abide by, or whose guests, invitees, licensees and tenants fail to abide by, any of these Covenants and Restrictions, or any rules and regulations promulgated hereunder.
Section 5. Restriction on Use of Recreational Facilities. In addition to all other remedies, an Owner, his tenants, invitees and guests may be barred from the use of the Recreational Areas for any failure to comply with these Declarations, but such barring shall not suspend the obligations of such Owner to pay all outstanding expenses due hereunder.

ARTICLE XVII
Condemnation and Reconstruction and Repair After Casualty or Condemnation

Section 1. Declarant Agent in Condemnation Settlement. The Declarant shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Areas or Recreational Areas, or which touches upon, concerns or affects the use ofthe Common Areas or Recreational Areas; and the Declarant shall represent the Owners of Homesites and is hereby irrevocably appointed agent for each Owner of a Homesite in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas or Recreational Areas, or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas or Recreational Areas by a condemning authority, all awards or proceeds of settlement shall be payable to the Declarant and it shall disburse such award or proceeds to the Owners of Homesites and their mortgagees as their interest may appear.

Section 2. Reconstruction or Repair of Common Areas. Any reconstruction or repair of the Common Areas or Recreational Areas as a result of casualty or condemnation must be substantially

in accordance with the plans and specifications of the original Common Areas; or if not, then according to plans and specifications approved by the Declarant which shall be of similar kind and quality as the original plans and specifications.

Section 3. Repair or Replacement of Living Unit. Each Living Unit Owner shall be required to reconstruct or repair any Living Unit destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss. If Owner fails to repair or reconstruct a damaged unit, the Declarant may, at its sole discretion, replace unit and charge Owner all costs of repair or replacement. The plans and specifications for the repair or reconstruction of such Living Unit must be approved by the ARB. Such costs for repair or replacement will become a lien on the Homesite and if not paid within fifteen (15) days, after written notice thereof is delivered to the Owner by Declarant, the Declarant may levy a special assessment upon such Owner's Homesite pursuant to Article XVI.

ARTICLE XVIII

General Provisions

Section 1. Modifications. The Declarant reserves the right, in its sole and absolute discretion, to make modifications, clarifications, changes and interpretations of all restrictions and covenants contained herein, and the Declarant's determination shall be final.

Section 2. Invalidation. The invalidation of any provisions of these Covenants and Restrictions, or this Declaration, by judgment or court order shall not affect or modify any of the other provisions of said Covenants and Restrictions, which shall remain in full force and effect.

Section 3. Notices. Any notices required to be provided to any Owner or any other party under the provisions ofthis Declaration shall be deemed to have been properly given on the date the notice has been deposited in the United States mail, postage prepaid, addressed to the last known address ofthe person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 4. Duration. The Covenants and Restrictions as provided for in this Declaration for The Properties shall run with the title to all of the land, tracts, parcels and Living Units described in Article II hereof, and will be binding upon the Owners of all Living Units and Homesites within The Properties, their successors and assigns in title until December 31, 2015. Thereafter, these protective Covenants and Restrictions shall automatically be renewed for successive periods of ten (10) years, and shall remain in full force and effect, unless specifically revised or modified as set forth in Article XIV hereof. Failure of the Declarant, Owners or the Association, or any other that may be formed to enforce any of these Covenants and Restrictions shall not nullify any of the Covenants and Restrictions, or in any way be interpreted as a waiver by the Declarant, Owners or Association, of the right to object to and enforce by proceeding at law or in equity against any person or persons violating or attempting to violate any of the Covenants and Restrictions contained within this Declaration.

Section 5. Validity. If any portion of this Declaration is declared unconstitutional or if the applicability of this Declaration against any person or in any circumstances is held invalid, the validity of the remainder of the Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section or portion of such Covenants and Restrictions shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the Declarant, Oak Run Associates, Ltd. a Florida Limited Partnership, the owner of those certain tracts of land which have been made subject to the provisions of this Declaration, has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

OAK RUN ASSOCIATES, LTD., a
Florida Limited Partnership
By: Development & Construction
Corporation of America,
its General Partner
Print Name:
By:

Kulbir Ghumman,
Its President
Print Name:
STATE OF FLORIDA
COUNTY OF MARION
BEFORE ME, personally appeared KULBIR GHUMMAN, well known to me to be the person described in and who executed the foregoing instrument as President of Development & Construction Corporation of America, General Partner of Oak Run Associates, Ltd, a Florida Limited Partnership, named therein as owner of those certain tracts of land which have been platted as Oak Run, and who executed the foregoing instrument as such officer in the name of and on behalf of said corporation for the purposes therein expressed.
of
WITNESS my hand and official seal in the County and State last aforesaid this day
.1996
Notary Public, State of Florida
Name:
(type or print)
My commission expires:
Commission No:
Personally Known -OR- Produced Identification
Identification Produced
This instrument prepared by:
Priya Ghumman
Development & Construction
Corporation of America
8865 SW 104th Lane
Ocala, FL 34481
Dir: OakRun\3Declar. WD:cc
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