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DECLARATION OF COVENANTS AND RESTRICTIONS
OF
OAK RUN
THE COTTAGE SERIES
KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration". made and entered into on this 20th day of JANUARY, 1995, by OAK RUN ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as the "Declarant"), owner of those 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 Lots 35 through 54 of Block A, Lots 1 through 24 of Block C, Lots 1 through 7 of Block E, of Hillside, a subdivision as per the plat thereof, recorded in Plat Book 3, at Pages 112 through l6, 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
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WHEREAS, the Declarant has previously platted certain tracts land subject to the Declaration of Covenants and Restrictions Oak Run dated January 30, 1991, and recorded in OR Book 1716 Page 0868, of the Public Records of Marion County, Florida, and the "Oak Run Declaration" was subsequently amended by Emense Amendments to subject additional platted properties as Additions 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' properties located within the master community known as Oak Run; and
to
WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the community and for the maintenance of the Common Areas and Recreational Areas 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 under the laws of the State of Florida, as a non-profit

corporation, Oak Run Homeowners Association, Inc., 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).

NOW. THEREFORE, in consideration of the premises and covenants herein contained, the Declarant declares that the 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 ag "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

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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 the Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

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(a) "Association" - shall mean and refer to Oak Run Homeowners Association, Inc., its successors and assigns.

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(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 than the Homesites and Recreational Areas, which areas are intended to

used and enjoyed by owners of Homesites in the Subject Property and Additions to Subject Property, which include without limitation, any private roads, and drainage areas, easements for roads, walkways, parking areas and paths and utilities, and all improvements now or hereafter constructed thereon including. without limitation, streets, lighting systems (except for light posts on any Homesite, the operation, maintenance and electricity of which shall be the responsibility of the Homeowner of that Homesite), signage, structures, lakes and landscaping thereon.

For the purposes of this Declaration, the term "Common Areas" shall include all Common Areas as defined in the Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991, and recorded in OR Book 1716, at Page 0868, of the Public Records of Marion County, Florida, and any Common Areas contained within any Additional Properties which have been previously, or are subsequently, made subject to the Declaration of Covenants and Restrictions of Oak Run recorded in OR Book 1716, at Page 0868. of the Public Records of Marion County, Florida, in accordance with the provisions of Article II thereof.

(c) "Declarant" - shall mean OAK RUN ASSOCIATES, LTD.. a Florida Limited Partnership, owner of those certain tracts of land which have been platted as Oak Run.

(d) "Declaration" - shall mean this Declaration of Covenants and Restrictions of Oak Run, The Cottage Series.

(e) "Living Unit" - shall mean and refer to any building or portion of a building situated upon a Homesite designed and intended for use and occupancy as a single residence. By way of example, but not Pimitation, the term

"Living Unit" shall include a townhouse unit, or any other
of single residential dwelling, whether attached or detached.
form
(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 contain a Living
Unit. The word Homesite shall also include the Living Unit
located thereon when one has been constructed on the Homesite.
(g) "Member" of the Association - shall mean and refer
to all Owners, Owners of a Homesite and the Declarant.
(h) "Owner" - shall mean and refer to the record
owner, whether one or more persons or entities, of the fee or
undivided fee interest in any Homesite located within The
Properties, including the Declarant, but shall not mean or refer
to any mortgagee unless and until such mortgagee has acquired
title pursuant to foreclosure or any proceeding in lieu of

foreclosure. 3 of 28
(1) "Recreational Areag" - shall mean and refer to
those areas of land shown and designated on any recorded
subdivision plat of the Subject Property or Additions to the
Subject Property as "recreational areas" and shall be used for recreational, social and cultural purposes by the Association and
the Owners and their guests, invitees and lessees.
(j) "Rules and Regulations" - means any and all rules
and regulations duly promulgated by the Declarant under the
Declaration and Articles of Incorporation and By-Laws of the Association.
(k) "Subject Property" - shall mean and refer to Lots
35 through 54, inclusive of Block A, Lots 1 through 24, inclusive
of Block C, Lots 1 through 7, inclusive of Block E of Hillside,
according to the plat thereof as recorded in Plat Book 3, at
Pages /12 through 116, of the Public Records of Marion County,
Florida. The Declarant reserves the right to make such changes
and/or modifications to the plat as are required by appropriate governmental authorities, or as are generally consistent with the
quality of the development in the plat.
(1) "Additions to Subject Property" - shall mean and
refer to those portions of the real property described in Exhibit
"A" or any other property which the Declarant now owns or may
acquire in the future which becomes subject to this Declaration
or any Supplemental Declaration under the provisions of Article
II hereof. Such Additions to Subject Property, which shall be
added from time to time may be of any size and contain any number
of Homesites and in any sequence and any commercial or multifamily developments as determined solely by the Declarant, along
with any Common Areas and Recreational Areas deemed appropriate by the Declarant.
(m) "Oak Run" or "The Properties" - shall mean and
refer to the Subject Property, the Additions to Subject Property,
and all properties which are subject to the terms and provisions
of the Declaration of Covenants and Restrictions of Oak Run dated
January 30, 1991 and recorded in OR Book 1716 at Page 0868, of
the Public Records of Marion County, Florida, and any supplement
or amendment thereto.
(n) "Neighborhood" - shall mean those separate areas
designated as Neighborhoods on the plat for the Subject Property
and the plato for Additions to Subject Property.

(0) "0ak Run Declaration" - shall mean and refer to the Declaration of Covenants and Restrictions of Oak Run dated JANVARY 20,1995 and recorded in OR Book 2106, at Page 1374, of the Public Records of Marion County, Florida, together with any amendments or supplements thereto.

ARTICLE II

Property Subject to this Declaration and Additions to Subiect Property

Section 1. Subject Property. The Subject Property, as heretofore defined, and any improvements now or hereafter constructed thereon shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to Subiect 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 Declaration, which additional lands have been hereinabove defined as Additions to Subject Property; and until such time as such

additions are made to the Subject Property in the manner hereinafter 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 to the terms of this Declaration by recordation of a Supplemental Declaration extending the scheme of the 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 have such rights regarding such property as are provided in this Declaration and the Supplemental Declaration to which such property is subject.

Section 3. Supplemental Declaration of Covenants and Restrictions. Each of the Additions to Subject Property authorized under this Article shall be made by the Declarant filing of record a Supplemental Declaration of Covenants and Restrictions with respect to that Additions to Subject Property which shall subject that particular Additions to Subject Property to the scheme of the covenants and restrictions of this Declaration as such scheme may be hereafter modified or amended as provided for herein or in said Supplemental Declaration of Covenants and Restrictions. Such additions shall be made whenever the Declarant in its sole and absolute discretion deems appropriate, but in no event shall any Supplemental Declarations making additions to Oak Run be recorded after thirty (30) years from the date this Declaration is recorded in the Public Records of Marion County, Florida. Such Supplemental Declaration shall be made by Declarant and shall not require consent of any person or entity, including without 1limitation, any Owner, Member, mortgagee of a Homesite or Living Unit, or the Association. Supplemental Declaration may contain such additions and modifications to these Declarations and additions and Such modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additions to Subject Property. The Owner of each Homesite in any Additions to Subject Property shall become a Member of the Association when the Supplemental Declaration of Covenants and Restrictions submitting the

Additions to Subject Property in which the Homesite is located to the terms of this Declaration, is recorded in the Public Records of Marion County, Florida. At and after that time the Owner may exercise all rights of a Member of the Association, including the right to vote, and shall become subject to the terms and conditions of the Declaration as provided in the Supplemental Declaration, including without limitation the obligation for payment of assessments as provided therein. At the time Declarant submita any of The Properties to this Declaration or a Supplemental Declaration, real estate taxes for that year shall be pro-rated, and Declarant shall be responsible for paying that portion of such taxes for the period prior to such submission. Upon filing, any supplemental Declaration of Covenants and Restrictions shall be considered a part of the Declarations and the term "Declaration" as used herein shall include such Supplemental Declaration.

ARTICLE III

Rights in the Common Areas and Recreational Areas

Section 1. Owner's Easements in Common Areas. Subject to the provisions of Section 2 and 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 the Common Areas, for the purposes for which they are created as described herein or on any recorded plat wherein 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

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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, renting a Living Unit belonging to Declarant, or providing any other service or activity required of or allowed to Declarant in the Declaration. No Homeowner shall have any greater or lesser rights than any other Homeowner or the Declarant in any Common Area which encumbers such Homeowner's Homesite.

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 of the Owners. 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 Recreational Areas on a non-exclusive basis with Owners in the Subject Property and likewise Declarant reserves the right to allow some or all of the Owners in the Subject Property to use some or all of the Recreational Areas in any Additions to Subject Property on a nonexclusive basis with the Owners in such Additions to subject Properties.

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.

Section 5. Rules and Requlationg. Declarant shall have the right in its sole and absolute discretion to adopt, modify, amend and terminate at any time and from time to time rules and regulations for the use of the Common Areas and the Recreational Areas.

ARTICLE IV

The Association

Section 1. Association. Oak Run Homeowners Association, Inc. (the "Aввocciation"), a Florida corporation not-for-profit, has been organized to provide for organizing the recreational, social and cultural activities of Oak Run. The Association shall1 act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Association attached hereto as Exhibit "B", and the By-Laws of the Association, attached hereto as Exhibit "C".

Section 2. Membership. Every Owner of a Living Unit or Homesite and the Declarant shall be a member of the Association.

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Except in the case of Declarant, membership shall be appurtenant 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 be determinative until such time as Declarant shall authorize voting by other members as provided 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 of any first mortgage on all or a portion of The Properties, including Homesites, current copies of the Declaration, By-Laws and Articles of Incorporation of the Association, other rules concerning The Properties, and the books, records and financial statements of the 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, oI 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 of the Association shall and does provide that Declarant shall always be entitled to appoint one member to the

Board of Directors of the Association.

Section 7. Dissolution of Association. In the event of dissolution of the Association for whatever reason, any Owner or the Declarant may petition the Circuit Court of the Fifth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and The Properties in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and The Properties, including reinstatement of the Association as an active Florida corporation.

ARTICLE V

Membership in the Association

Section 1. Member. The Members of the Association shall consist of the Declarant, and all Owners of Homesites within The Properties provided that any such person or entity who holds an interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.

Section 2. Change of Memberahip. Change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida, a deed or other instrument

establishing a record title to a Homesite in The Properties. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association and Declarant of the recording of the deed or other instrument establishing record title and shall furnish the Association and Declarant 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 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 of the 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. The assessments shall also be used for maintaining the lawns and landscaped areas of the Common Areas and Recreational Areas, and for all utility costs including electricity, water, gas and telephone used in connection with the foregoing, garbage and trash collections, twenty-four hour security service, cable television reception service, and an exclusive closed circuit Oak Run television channel, and for road and drainage facilities, repair and maintenance. The assessment may also provide reasonable reserves for deferred maintenance and replacements, for construction of Common Areas, Recreational Areas, and shall also be used as a means of enforcing compliance with these restrictions.

Section 2. Assesaments. Each Owner of any Homesite by

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 deemв appropriate for violations of the Declarations and damages resulting therefrom as provided in this Declaration.

(3) Road and drainage assessments, such assessments 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.
(5) The Homesite ground maintenance assessment
described in the preceeding sub-paragraph shall not include
provision for the cost of exterior maintenance which is required
as a result of acts of God (1.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.
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(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.
The Declarant shall not be required to pay any assessments
whether annual, special or road and drainage easements, for any
Homesites or any other property it owns in Oak Run. The
Declarant shall instead be obligated to pay costs and expenses
properly incurred in excess of amounts collected from Owners
other than the Declarant for regular annual assessments.
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 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.
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Upon full payment, the party making payment shall be entitled to
a recordable satiafaction 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 of such 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 exces9 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 of the Common Areas, the Recreational Areas, or abandonment of his Homesite.

Section 4. Rights of Declarant to Collect Delinquent 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 asgessments 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 $1,048.80 per annum, payable in advance in equal monthly installments of $87.40 per month on the first day of each month, until January 1, 1995. Thereafter, the Annual Assessment may be adjusted in a sum equal to the percentage of the increase or decrease of the 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.

(b) The road and drainage assesament shall be determined, paid, collected and enforced in the same fashion as the Annual Assessment. The initial road and drainage assessment for each Homesite subject to the terms of this Declaration shall be $77.40 per annum, payable in advance in equal monthly installments of $6.45 per month until January 1, 1995.

(c) The Homesite ground maintenance assessment shall

(c) The Homesite ground maintenance assessment shall be paid, collected and enforced in identical fashion to the Annual Assesament. The initial Homesite maintenance assessment for each Homesite subject to the terms of this Declaration shall be $676.20 per annum, payable in advance in equal monthly installments of $56.35 per month on the first day of each month, until January 1, 1996, and may increase annually thereafter.

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

Section 7. Certificate of Assessment Liability. Upon

demand, the Declarant shall furnish a certificate in writing signed by an officer of the Declarant to any Owner liable for an assessment. The certificate shall state whether said assessment has been paid and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Allocation of Assessments Among Homesites. The allocation of annual, road and drainage assessments, (but not special assessments incurred as a result of violation of the Declaration, Articles of Incorporation and By-Laws) shall be set so that all Homesites shall be assessed at an equal rate, except the Declarant shall not be required to pay any assessments for the Homesites it owns.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) Any parcel of property which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use.

(b) All Common Areas as defined in Article I, Section 1(b), and all Recreational Areas as defined in Article I, Section 1(i).

(c) All portions of The Properties owned by the Declarant or in which the Declarant has an interest.

ARTICLE VII

Architectural Review Board

Section 1. Composition of Architectural Review Board. The Declarant, acting in its own name shall constitute the Architectural Review Board (referred to herein as "ARB"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may in lieu of continuing 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 oI 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

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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 hag 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 specifications submitted for its review as it deems proper including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Upon receipt by the ARB of any required plans and specifications, the ARB shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not approved within such thirty (30) day period, said plans shall be deemed rejected. The ARB's approval or disapproval as required in these covenants shall be in writing.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

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 receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 5. Inspection by Architectural Review Board. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this 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 noncompliance 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 noncompliance. The Owner shall be obligated to comply with such notice, and if the 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 the Association 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 ARB's duties hereunder, unless due to the willful misconduct of a member and only the member engaging in such willful misconduct shall have any liability in such event. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result either in the immediate vicinity of such Homesite or to The Properties in general. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety, warranty of design, or conformance with building or other codes.

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

Such variances must be evidenced in writing. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters 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 it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from other architectural committees having jurisdiction.

Section 8. Exemption of Declarant. The Declarant shall be exempt from the provisions of this Article VII and all subparts thereof with respect to improvements, alterations and additions which Declarant determines to make in The Properties and this shall be so whether said improvements are to the Living Units and Homesites or are in relationship to the Common Areas.

Section 9. Attorneys' Fees and Costa. For all purposeв 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 shall constitute 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:

Exterior Improvements. No Owner shall place any object on any part of the Homesite except within the private use area provided. In the event that any obstruction interferea with the lawn maintenance as provided by the Declarant, the same may be removed 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 reimburgement, pursuant to the provisions of Article xv.

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

(a) Lawn and Shrubs. The Declarant shall maintain and care for the exterior lawn areas of all Homesites which are subject to the terms and provisions of this Declaration. Declarant, in its sole discretion, shall determine the need for sod and landscape replacement, mowing, fertilization, insecticide control, etc. The Declarant shall maintain and care for those lawn and shrub areas within The Properties which are a part of the Common Areas and Recreational Areas. The Declarant, in its sole discretion, shall determine the need for replacement and/or improvement of landscaping. lawns and shrubs.

(b) Private Roads. Walkwavs. Parking Areas and Paths. The Declarant shall maintain and repair all private roadways, walkways, parking areas, paths and drainage areas, if any, throughout The Properties. In the event any such roadways, walkways, parking areas, path or drainage areas are damaged as a result of the negligence of an Owner, or his family, guest, licensee, invitee, or tenant, the Declarant may repair or replace

such đamage and demand reimbursement 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 XV.

Section 3. Declarant May Contract for Services. The Declarant may contract for the management of all or part of The Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration. The Declarant may contract with public or private utility 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 of a Homesite by such utility companies and shall not be included in the annual assessments.

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 granted to the Declarant for purposes of construction and maintenance activities related to any such fencев.

ARTICLE IX

Restrictive Covenants

Section 1. The Properties Subiected to Restrictive Covenants. In addition to other restrictions, 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 Propertiев, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 2. Residential Use. No Homesite shall be used for any purpове except for residential purposes, and shall have a maximum of four (4) people as permanent residents of each Living Unit. No structures or additions shall be erected, altered. 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 ригровеs 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 Areag 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.

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.

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Section 4. Subdividing Homesites. No Homesites or Living Units shall be subdivided or divided into any parcels, tracts 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, that part of The Properties which may be used for commercial or multi-family purposes by the Declarant.

Section 5. Increasing Size of Homesite. No tract shall be increased in size by filling in any waterway, drainage area, lake canal on which it may abut, except by Declarant. or

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, constructed or placed on any Homesite without the prior written consent and approval of Declarant.

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 of work 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 copy thereof, 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 of the issuance of saia approval. In the event the approved improvements are not completed within six (6) months of the 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 Owner shall fail to reimburse Declarant, Declarant shall levy a special assessment against such Owner for reimbursement pursuant to the provisions of Article XV.
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 XV and shall become a lien against the lot of the Owner of said vehicle, enforceable as provided in Article XV. 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 authorized to promulgate additional rules and regulations pertaining to parking, and the Declarant is specifically granted the right to enforce this provisions by the towing of vehicles in violation of these provisions at the expense of the Owner, which shall be due and payable by Owner within fifteen (15) days of receipt of written notice demanding reimbursement delivered by Declarant to Owner. If Owner shall fail to pay such amount within such time period, Declarant shall

levy a special assessment under the provisions of Article XV.
Section 12. Storage. No motor vehicles without current
license plates shall be stored and/or parked anywhere on Oak Run.
No items may be stored on a Homesite outside a Living Area, including without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of
wrecked or junked vehicles, appliances, furniture, equipment, building materials, or lawn tools and equipment.
Section 13. Motor Vehicle Repairs. No Owner of any
Homesite, a member of his or her family, guests, invitees, licensees, or tenants shall engage in the construction.
reconstruction, repair or maintenance of any motor vehicle,
whether said motor vehicle is owned by the Owner or not except. however, the provisions of this paragraph shall not be construed
to mean that a Homeowner may not wash and/or polish, change a
tire, or change the oil on a motor vehicle which the Owner owns,
on Owner's Homesite. All motor vehicles must be maintained so
not to create an eyesore or effect the aesthetic standards of Oak
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motor vehicles except inside the Owner's garage.
Section 14. Driveways. All driveways shall be maintained in the form and style originally established by the Declarant. Driveways will not be painted or covered with material other than approved by the ARB.
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Section 15. Trash. No Homesite or any part of Oak Run
shall be used or maintained as a dumping ground for rubbish.
Trash, garbage or other waste shall be bagged and tied and kept in covered sanitary containers in the garage or utility sheds,
at the rear of the Living Unit out of sight from the street within an approved fenced area. On those days, and only on those days, when garbage pickups are made at The Properties, the Owners
shall place their garbage (bagged and tied) on their Homesites
and adjacent to the street for pick up no sooner than dusk, the day prior to pickup. All receptacles will be removed from
curbside not later than two (2) hours after pickup. There shall
be no burning of trash or any other waste materials on The Properties except as stated in Section 20. In the event trash
must be collected from a receptacle servicing more than one Homesite to meet the requirements of the collection company or
agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event
shall trash be placed outside the receptacle. Fences enclosing trash containers must be of the type approved by the ARB, and Owners must obtain written approval before erecting any such fence. The Declarant reserves the right during any construction by Declarant or otherwise to maintain a receptacle for garbage and trash on The Properties.
Section 16. Containers and Fuel Tanks. All garbage or
trash containers, oil tanks or bottled gas tanks, shall be
located within the confines of the structure served and shall be
installed within a walled-in area which is not visible from any street or adjoining property. The installation of such
containers or walled-in area shall not be constructed upon any portion of any Homesite which is maintained by the Declarant.
Section 17. Burning. No Owner shall burn any trash, debris
or refuse, or allow any other person to burn trash, debris or
refuse on any Homesite in Oak Run except, however, Declarant

reserves unto itself the right to burn debris as a regult of clearing and cleaning of any land in The Properties.

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 attractive, quiet, comfortable environment conducive to a style of living desired by middle age 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 under the age of eighteen (18) years may visit and stay with an Owner for a period of time not to exceed an aggregate of thirty (30) days in any calendar year.

Section 19. siqns. 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, however, reserves unto itself the right to erect advertising signs on Homesites owned by the

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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 and on all Common Areas. Pets which are discovered outside at Owner's Living Unit and not on a leash and accompanied by the Owner or the 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 provisions of Article XV hereof. Pet owners should clear and remove any fecal deposits made by their pets from any and all areas, including their Homesite. Pets must be maintained under the control 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 residential use. All leases shall be in writing and the Declarant shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles 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, The Cottage Series, 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, quest or licensee of a Homesite occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this 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, except to enclose the private use area. Any installation requires ARB approval.

Section 24. Gardens. No garden may be grown or cultivated on any Homesite except within Homesite's private use Area, not maintained by Declarant.

Section 25. Hedges. Except as a portion of the exterior landscaping of any Homesite maintained by the Declarant, no hedges shall be grown or cultivated on any Homesite.
Section 26. Water Systema. The Declarant has entered into an exclusive franchise agreement with a utility company for the installation and operation of a central water and sewer system serve all Homesites and Living Units in The Properties.
Section 27. Sprinkler Systems. No Owner shall, after closing on a Living Unit, modify any existing irrigation or sprinkler system.
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Section 28. Cable Television. The Declarant shall have the exclusive right to furnish to all Owners within The Properties, television reception as the Declarant deems appropriate,
including without limitation an exclusive closed circuit Oak Run television channel, and to charge as a result thereof a reasonable installation fee and service charge for providing the same. The service charge shall be included in the annual assessment, and the installation fee, if unpaid after fifteen (15) days written notice delivered by Declarant to Owner, may be levied as a special assessment by Declarant under Article xv. Such easements as are necessary for the connection and maintenance of the television reception service, as provided for herein, are reserved unto the Declarant.
Section 29. Antenna. No radio, television nor any other exterior electronic or electrical equipment, antenna, aerial, satellite receiver of "dish" or similar receiver shall be installed or maintained on the exterior of any Living Unit or structure on a Homesite or on any portion of any Homesite. This provisions shall not restrict the right of the Declarant at its election to install a master antenna, cable television and security system in Oak Run.

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Section 30. Services and Fees. The Declarant shall have the exclusive right to furnish to all Owners in The Properties security services, recreational facility services, garbage and trash collection services, all as the Declarant deems appropriate, and to charge a reasonable fee for providing said services, the fee for which shall be included in the annual aggessment
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 gimilar material shall be ereated by an Owner unless the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB, and said mailboxes shall contain only the name and addres9 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 structure or mailbox itself, including without limitation, flags, other signs,
flowers, decorations, and 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 exterior of the Owner's Living Unit, after receipt of approval as to the specifications and mounting 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 required to so provide such light, and to maintain and repair such light.

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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 facilities must be located completely within the private use area not maintained by Declarant.

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 itemsa, 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 of any Living Unit. The Owner may, however, have seasonal decorations, such as Christmas decorations, for periods not to exceed two weeks prior to, and one week subsequent to, the holiday for which such decoration are applicable. Placement of any lattice or trellis is specifically prohibited from any location outside a Living Unit. An Owner shall be entitled to place a lattice or trellis within the private use area, not maintained by Declarant.

Section 36. Landscaping. Any alterations (including but not limited to additions and/or deletions) to landscaping (including turf, trees and ornamental plants) are prohibited

except those which are confined in areas reserved for resident's private use. Excessive weeds or unsightly undergrowth within this confined area shall not be visible. All hoses which are used for watering shall be stored by Owner out of view of the general public, except when being used. Watering of landscaping shall be subject to landscaping restrictions which may be imposed by the Southwest Florida Water Management District, the utility company, or Declarant.

Section 37. Window and Air Conditioning Units. No window or wall air conditioning unit shall be permitted to be placed in a Living Unit. No Living Unit shall have aluminum foil placed in any window or glass door, or any reflective substance place on any glass, except as may be previously approved in writing by the ARB for the purposes of energy conservation.

Section 38. Drilling. No private wells or septic tanks

will be allowed except as have been previously approved, in writing, by the ARB.
Section 39 Awnings. Canopies and Shutters. No awnings.
canopies or shutters, including hurricane or storm shutters,
shall be attached or affixed to the exterior of any Living Unit
unless such awnings, canopies or shutters have previously been
approved in writing by the ARB.
Section 40. Swimming Pools. Any swimming pool, lap pool,
lounging spa, or other exterior water facility to be constructed
on a Homesite shall be subject to the requirements of the ARB,
which 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 XV. 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 of other
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 XV 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.

Section 44. Exemption of the Declarant. The Declarant, as long as Declarant owns any Homesite or Living Unit in the Subject Properties, or in the event Declarant is undertaking construction work or repair work of any Homesite or Living Unit in the Subject Properties, shall be exempt from the provisions of this Article IX.

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ARTICLE X

Assignment

All rights, powers, privileges and obligations reserved to and of the Declarant hereunder may be assigned by it in whole or in part at any time and from time to time including without limitation an assignment thereof to the Association and to the Architectural Review Board. A recorded assignment thereof shall entitle all third parties to deal with the assignee as the true and lawful holder, owner and obligee thereof.

ARTICLE XI

Insurance and Taxes

Section 1. Insurance. Property and casualty insurance on the Common Areas and the Recreational Areas shall be maintained by the Declarant. The Declarant shall also purchase public and general liability insurance, and such other insurance as may be necessary on the Common Areas and the Recreational Areas in the judgment of the Declarant and for purposes of properly insuring the Common Areas and Recreational Areas. The premiums for all insurance policies purchased by the Declarant shall be deemed to be general expenses for Oak Run and shall be paid by the Owners through the annual assessments against each Homesite.

Section 2. Living Unit Taxes. All real estate ad valorem and personal property taxes assessed, together with any assesaments made by any governmental or quasi-governmental agency аввеввed against a Homesite and Living Unit shall be the responsibility of the Owner of the Homesite and Living Unit.

Section 3. Common Area Taxes. The Declarant shall be responsible for paying all real property and personal property taxes assessed against the Common Areas and the Recreational Areas, and any personal property located thereon owned by the Declarant. Such taxes shall be deemed to be general expenses for Oak Run and shall be paid by the Owners through the Annual Assessment.

ARTICLE XII

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Additional Covenants and Restrictions

Except for the Declarant, no Owner, nor the Association or any other person or entity without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of The Properties.

ARTICLE XIII

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-Lawg. The Articles of Incorporation and By-Laws of the Association may be amended in the manner so provided in such documents.

Section 3. Notice of Amendment. Recording of an amendment, properly made in accordance 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 Provisiona. The consent of holders of first mortgages on Homesites which have at least fifty-one percent (51%) of the votes of Homesites subject to first mortgages, shall be required to add or amend any material provisions of the Declaration, Articles of Incorporation and ByLaws 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 firat 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 XIV

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 XIII 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 XIII, except that the specific

percentages herein shall apply.

ARTICLE XV

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-Lawa 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 al 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 Assessmenta. 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 имрове а вресial assessment pursuant to Article XV 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 XVI

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 of the Common

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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 specificationg 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 xv.

ARTICLE XVII

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 Covenante 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 of this 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 of the 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 Restrictiong 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
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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 XIII 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 tract.s 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.
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Signed, sealed and delivered
in our presence as witnesses:
Print Name: JAmes ABRT
t
Print Nama: NstiN
OR BOOK/PAGE: 2106/1401
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OAK RUN ASSOCIATES, LTD., a
Florida Limited Partnership
By: Development & Construction
Corporation of America, its General Partner
Kulbir Ghumman,
Tts Pregident
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, The Cottage Series, and who executed the foregoing instrument as such officer
in the name of and on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State
last aforesaid this 29th day of No 199
Diana 5. Mua
Notary Public, State of lorida
Name: D.ana s. Mielczarczak (type or print)
My commission expires:
Commission No: 9-26.98
Personally known -OR- Produced Identification
Identification Produced
Dir: OakRun\5Declar. vil: CC
This instrument prepared by:
Sandra Austin
Development and Construction Corporation of America
8865 S.W. 104th Lane
Ocala, FL 34481
DIANA S. MIELCZARCZYK
MY COMMISSION#CC 409891
EXPIRES: September 25, 1998
Bonded Thru Notary Publlc Underwtter