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MARION COUNTY
RETURN TO
DAVIDSON, DEVELOPMENT REVIEW COORDINATOR
MARION COUNTY ENGINEERING DEPT,
OCALA,
GAYLE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE FOUNTAINS AT OAK RUN
PHASE I
KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration", made and entered into on this 10th day :nons, ner 1008 Sof August, 1998, by OAK RUN ASSOCIATES, LTD., a Florida Limited Partnership 412 S. E. 25th AVERUE hercinafter 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 32-44 of Block A, Lots 1-29 of Block B, Lots 1-12 of Block C, Lots 1 & 18 of Block D, Lots1& E&1te 232fRlock Iote 1.30fRlckG 125f Lots 1 & 16 of Block E, Lot 1 & Lots 24-32of Block F, Lots 1-30 of Block G, Lots 1-25 of Block H and Lots 1-14 of Block I of The Fountains at Oak Run, of which all of said property as 1-14of Lof at platted shall hereinafter be called the "Subject Property", and Declarant desires to create on the on pite sa eielate be cafed te Subject Property a residential community with open spaces and other common facilities for the t benefit of the community; and
WHEREAS, the Declarant has previously platted certain tracts of land subject to the aretlas pre 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 the" ofibe Recordsof "Oak Run Declaration" was subsequently amended by Ebicet Emense Amendments to subject additional as Adsan ased a diate drodri asAious to us snojectropeny as denned t platted properties as Additions to its Subject Property (as defined therein) and the Common Areas and Recreational Areas which are now subject to the terms and provisions of the Oak Run Declaration Declarations are maintained for the benefit of the Owners' properties located within the master o community known as Oak Run; and
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 properry vaues at a and Recrcational Areas and improvements thereon, and, for this reason, desires to sububiect the

Subject Property to thente the covenants, restrictions, restrictionst easements, charges and liens in this Declaration, and
each and all of which is and are for the benefit of such property and each Owner the 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 as a non-profit corporation, Oak Run Homeowners Association, Inc., for Inc., for the purposes of exercising the functions stated above, which Association is
not intended to be a "Condominium Association" as such term nis defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).
NOW, THEREFORE, inin 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 as "Covenants and Restrictions") set forth in this Declaration and and lhens (somd
rictions shall nin with the real property and be binding on all parties that such Covenants and
run thatcvet title or interest in the Subiect Property or any addition thereto as described having any a right,n title or interest in the
herein including their heirs, personal representatives, successors and assigns.
ARTICLE 1
Definitions
Section 1. Definitions. The following words when used in the Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:
(a)
"Association" - shall mean and refer to Oak Run Homeowners Association, Inc., its successors and assigns.
(b)
"Common Areas" - shall mean and refer to those areas of land shown on any recorded subdivision plat of the Subject Property or Additions to the Subject Property, other than the Homesites and Recreational Areas, which areas are intended to be used ar.d enjoyed by owners of Homesites in the Subject Property and Additions to Subject Property, which mee 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 utilities, and all improvementse lexcent far ieht posts on any Homesite, the including, without limitation, streets, lighting systems (except for light posts on any tlimitation, streets, lighting systems (except foonsbilty of the Homsowner of operation, maintenance and electricity of which shall be the responsibility of the Home
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 OR BOOR1710, at rage 0sos, or the Puolle Records or 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 suosequenty, made suoject to the Deciaration or Covenants and Restrictions or 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. of Oak Run. (d) "Declaration" - shall mean this Declaration of Covenants and Restrictions
(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
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way of example, but not limitation, the term "Living Unit" shall include a townhouse unit, or any
other form of single residential dwelling, whether attached or detached.
(f)
"Homesite" - shall mean and refer to any plot of land shown on any
recorded subdivision plat of The Properties which has been designated by the Declarant tot contain
a Living Unit. The word Homesite shall also include the Living Unit located thereon when one
has been constructed on the Homesite.
(g)
"Private Use Area"- shall be defined as that yard area within the homesite
and immediately adjacent to the dwelling that has been set aside for the private use of the
homeowner and is not to be included in regularly maintained lawn or landscape areas by the
Declarant. Said yard area shall be well defined by courtyard walls or continuous mulched
landscape beds of three feet minimum width. Any addition, alteration or other change for existing
or proposed private use areas must be approved, in advance, by the ARB.
(h)
"Member" of the Association - shall mean and refer to all Owners, Owners
of a Homesite and the Declarant.
(i)
"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 unti
such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
(j)
"Recreational Areas" - shall mean and refer to those areas of land show
and designated on any recorded subdivision plat of the Subject Property or Additions to the Subject
Property as "recreational areas" which areas shall be owned by the Declarant and shall be
made available for recreational, social and cultural purposes of the Association and the Owners and
their guests, invitees and lessees pursuant to the payment of the fee to the Declarant described and
their guests, invitees and lessees pursuant to the payment of the fee to the
eciarant desen
in Article VI, Section 2. Owner acknowledges that Owner and Owner’s heirs, successors, and Icis
l facilities assigns do not have any right, title, claim or interest in and to any recreational area or any
assigus or improvements do fhot have constructed ay nigihe,ohis thereon by the reason of this
Declaration or otherwise and
acknowledge that the Declarant is the sole and exclusive owner of the recreational areas and the of
prove
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acknowleage that the bec facilities located thereon.
(k)
"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
promigated by the of the Association.
(1)
"Subject Property" - shall mean and refer to as Lots 32-44 of Block A,
Lots 1-29 of Block B, Lots 1-12 of Block C, Lots 1 & 18 of Block D, Lots 1 & 16 of Block E,
Lot 1 & Lots 24-32 of Block F, Lots 1-30 of Block G, Lots 1-25 of Block H and Lots 1-14 of
Block I of The Fountains at Oak Run, , accoording to the plat thereof as recorded in Plat
Book 5
atat Pages 21 through 24
of the Public Records of Marion County, Flor
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.

(m)
"Additions to Subject Property"
- shall mean and refer to those portions of
the real property described inin Exhibit Exhilt
"A" or any other property which the Declarant now ow 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, whi shall be added from time too time may be of any size and contain any number of Homesites annd in any sequence and any commercial or multi-family developments as determined solely by tthe Declarant, along with any Common Areas and Recreational Areas deemed appropriate by the Declarant.
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(n)
"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 J
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.
(o)"Neighborhood"
- shall mean those separate areas designated as Neighborhoods
on the plat for the Subject Property and the plats for Additions to Subject Property.
(p)"Oak Run Declaration" - shall mean and refer to the Declaration of Covenants
and Restrictions of Oak Run dated and recorded in OR Book
at Pageof the Public Records of Marion County, Florida, together with any amendments or supplements thereto.
(q) "Golf Club" shall mean and refer to all present and future organizat
consisting of members who have have use and enjoyment rights in the Golf Club Facilities.
(r) "Golf Club Facilities" shall mean and refer to the eighteen (18) hole
championship golf course owned by the Golf Club Owner, and such other properties, tproventets improvements and and
rerated amenies owned by the GoClus Owner in connection therewith, and related amenities owned by the Golf Club Owner in connection therewith, and
such other properties and improvements as may now or hereinafter be constructed, acquired or designated as eolCments "Golf Club Facilities" by the Golf Club Owner. THE GOLF CLUB FACILITIES as may fow of hereinater be constricted, acquired or ARE NOT A PART OF THE SUBJECT PROPERTY AND ARE NOT SUBJECT TO THE
TERMS AND PROVISIONS OF THIS DECLARATION.
(s) "Golf Club Owner" shall mean and refer to OAK RUN ASSOCIATES, LTD.,
a Florida Limited Partnership, its successors and assigns, and such other entities or persons that may now or hereafter own or acquire the Golf Club Facilities.
(t) "Golf Course Easement." There is hereby reserved and granted in favor of the
Golf Club Owner and its officers, agents, members and employees an easement over and across those portions of any Lot lying within the boundaries of the easement shown on the Plat as the "Golf Course Easement", toto permitrmit the doing of every act necessary and incident to the maintaining of the Golf Club Facilities and the use of the Golf Club Facilities by the Golf Club Owner and its offic its officers, agents, members, and employees. Said easements for but not limited to, the purpose of the construction and maintenance of underground utility lines, underground drainage lines, surface drainage ditches and swales, the cleaning of vegetation (limited vegetation having a diameter of not greater than eight inches at mean breast height), the construction of having a diameter of hot greater than eignt inches at mean breast height), the construction of paved or unpaved golf cart paths and the maintenance of all portions of the Golf Course Easement
necessary for the operation of the "Golf Club."
(u) "Golf Course Homesite." Any homesite whose boundary line or any portion
thereof is adjacent to or contiguous to any portion of the Golf Club Facilities' property boundaries.
ARTICLE II

Property Subject to this Declaration and
Additions to Subject Property
Section 1. Subiect 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 Subject Property. The Declarant, from time to time, and at any time, may in its sole and absolute discretion cause additional lands to become subject to this Declaration, which additional lands s 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 teatesro subject to the Declaration. Until such time as any portion of such property is submitted time as an
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 Daole yart property to this Declaration or make such property a part of Oak Run; thereafter, Declarant shall propety to
aofake suc propeny a have such rights regarding such property as are provided in this Declaration and the Supplemental nave such nignis regarding such propeny as are Declaration to which such property is subject.
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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 Reco Rerds of Marion County, Florida. Such Supplemental Declaration shall be made by Declarant and shall nott require consent of any person or entity, including without limitation, any Owner, Member, mortgagee of a Homesite or Living Unit,it, oror the Association. Such Supplemental Declaration may contain such additions and modilications to these Declarations and additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to renect the different character, in any, of the Additions to Subject Property. Ihe 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 Owier or each rromesite in any Addiions to subject Property snall become a Member of the Association when the Supplemental Declaration of Covenants and Restrictions submitting the Associatio when the suppiemental Deciaranion or Covenants and kestricnons suomming the Additions to Subject Property in which the Homesite is located to the terms of this Declaration, is openy which the rhomesite is located to the tes of
s Deciaration, recorded in the Public Records of Marion County, Florida. At and after that time the Owner may evereice exercise all all

richte rights ofof

a Member Memhor of the Association, ye including the right to vote, and shall become subiect to the terms and conditione of the Delaratis the cu subject to the terms and conditions of the Declaration as provided in the Supplemental Declaration, , including without limitation
provided the obligation for payment of assessments as p
therein. At the time Declarant submits any of The Properties to this Declaration or a Supplemental Declaration, real estate taxes for that year shall bebe pro- 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
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Rights in the Common Areas and Recreational Areas
Section 1. Owner's Easements in Common non Areas.s. Subject Subject too the 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 the Coniiot Aleas, tor the purposes tor wiieh they ale cleated as deseilved fete
orot any recorded plat wherein such Common Areas are described, and such easement shall be appurtenant suc
oo
Ateas are desbed,ad seasehtent sar de app to and shall pass with title to every Homesite or Living Unit. Such easements of enjoyment and
use
limited to
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over use shall include, but not be limited to, the Owner's right of ingress and egress over the streets, roadways and walkways on the Common Areas for purposes of access to a Homesite or Living Unit, and Declarant t 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 pursuant to the obligation of the Owners to pay to the Declarant the fee set forth in Article VI, Section 2. Declarant reserves the right to provide for some or all of the Owners ofLiving 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.
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Section 4. Delegation of Use. Any Owner may delegate his right of enjoyment to the se. 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
invitee (defina
eatioia Afeas to the members of nis ramliy, nis bona nide guests and (defined as any guest staying with the owner for twenty-four (24) hours or more), his tenants, and
) and contract purchasers who reside in his Living Unit, subject to such rules and regulations on that may be established from time to time by the Declarant. All guests must be accompan panied by a resident any time guests are using any Recreational Areas.
Section 5. Rules and Regulations. 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.
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ARTICLE IV

The Association
Section 1. Association. Oak Run Homeowners Association, Inc. (the "Association"), a o.
aĸ ĸ romewlers Association, ime. (he Associatio
), a Florida corporation not-for-profit, has been organized to provide for organizing the recreational, d
s bee
gizes to pro
ogazing the ecieatioial, social and cultural activities of Oak Run. The Association shall act in accordance with the terms
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he Associalion shal act i accor dance wi the lell! and provisions of this Declaration, the Articles of Incorporation of the Association attached rovisihhit""ecaio,theAteles b ncorporation of the Associado altaened hereto as Exhibit "B", and the By-Laws of the Association, attached hereto as Exhibit "C".
Section 2. Membershin. Every Owner of a Living Unit or Homesite and the Declarant shall be a member of the Association. Except in the case of Declarant, membership shall be sociation Except 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 amsha shall control co
the Association and its sole vote on all matters shall be determinative until such time ameasas Deciaray Declarant shall authorize voting by other members as provided in the Articles of Incorporation of the Association.
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wiers or
oesng (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 owewoethoe eiso
os an
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ay onests,sle members, but in no event shall more than one vote be cast with respect to any single Homesite. In henbers,
o evet shal foe than oe vote be cast willespect to any sigie the event all of the Owners of a Homesite cannot agree on any vote, no vote shall be cast for such the event a of the Owhers of a fhomeste cannot agree o aly vote, ho voe sh
be cast
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romesne, provided however, that the Association may conciusively rely of the vote cast by any 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 esite as bng atnoized by uu 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 mogagees, mortgagees,ars, and to holders, msuters insurers or guatatos or guarantors of any first fst mortgage mortgage on all or r a portion of The Properties, including Homesites, current copies of the Declaration, By-La 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 ofthe
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, Homesites, shall be entitled, upon written request, to a
financial statement for the immediately preceding 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 Declarant identifying the name and address of the holder ofthe first mortgage on a Homesite or Living Unit, or the insurer or guarantor of such first mortgage on a Homesite or Living Unit tand 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 wh
affects a material portion of
The Properties or any Homesite or Living Unit on which there is a first mortgage held, insured, or guaranteed by such requesting party.
(b)
Any delinquency in the payment of assessments or charges 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.
Any lapse, cancellation or material modification of any insurance policy or (c) Any lapse
fidelity bond maintained by the Association.
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(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
nd 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 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.
ARTICLEV
Membership in the Association
Section 1. Member. The Members of the Association shall consist of the Declarant, and all Owners ofHomesites 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 Membershin. Change of membership in the Association shall be is. Change o hemoersip in the Association sha established by recording in the Public Records of Marion County, Florida, a deed or other
g i the ruoe Records of Maion County, ionda, a deed or otner instrument establishing a record title to a Homesite in The Properties. The Owner designated by umen estaonsning a record the to a riomesite in i ne Properties. The Owner designated by such instrument thus becomes bes
a Member of the Association and the membership of the prior
a eer
the Assocration and the membersnip or the phor
owner is terminated. The new Owner shall notify the Association and Declarant of the recording afcha dahe of te deed of oner instrument estaoiisning rec of the deed or other instrument establishing record title and shall furnish the Association and Declarant acertified copy of such instrument.
ARTICLE VI
Covenants for Maintenance Assessments
Section 1. Purpose of Assessments. The assessments levied by the Declarant shall be ose oss.
he assessmems levied by the Decial ant shaп
ased i tte soe ald aosoiute discretion of the Deciarant for the purpose of promonug ina used in the sole and absolute discretion of the Declarant for the purpose of promoting the
leicaon, leai, salely alld wellare of the residents inak.Nu, consucing,
ana 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;

operalng, lepaing and replacnig impiovements on the Common Areas and Recreational Areas, enforcing the compliance with Covenants and Restrictions; and for the maintenance, operation, oing e
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enns, ad for the maifteilance, operaioH repairing and replacing of properties, services and facilities which have been constructed, installed epang ad replaciig of propenttes, services adacites we have beel coustructed, instaled
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 theftavee and inane
on
and Recreational Areas, and repair, repair, replacement and additions thereto, and for the cost of labor,
equipment, materials, management and supervision thereof. Owners acknowledge that the payment of this assessment is a fee for those services provided by the Declarant and is not intended to represent aprorata share of actual expenses and the Declarant is entitled to retain any excess amounts collected from the Owners over cost and expense in providing such services.
Section 2.Assessments. Each Owner of any Homesite by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Declarant:
(1)
An annual assessment payable in advance in equal monthly installments on
the first day of each month. h. Such assessment shall be for any costs and expenses relating in any way to any of the items described in Section 1 above other than for road and drainage, and Homesite ground maintenance (which is subject to a specific assessment as described in subsection (3)&(4) below).
(2)
Special assessments that the Declarant deems appropriate for violations of
the Declarations and damages resulting therefrom as provided in this Declaration.
(3)
Road and drainage assessments, such assessments to be fixed, established
and collected from time to time for the maintenance and repair of the roads and drainage areas and facilities of the Common Areas in perpetuity. These funds will be deposited in an interest- bearing escrow account and will be withdrawn by Declarant in its sole and absolute discretion
only for the maintenance and repair of any and all such roads and drainage areas.

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(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 termserms and and provisions of this Declaration.
(5) The Homesite ground maintenance assessment described in the preceding subparagraph shall not include provision for the cost of exterior maintenance which is required as a
result of acts of God (i.e., storms, lightning, falling trees, etc.) or required by governmental regulation. Such costs shall be paid for by the levying of a Special Assessment as set forth in Section 6 of this Article.
(6) The collection of garbage and trash included in the Annual Assessment are
subject to factors beyond the control of the Declarant. The Declarant reserves the absolute and sole right in its discretion to change the allowable composition of garbage and trash and the frequency of pick up as may be required and is determined in its sole discretion from time to time.
Provided however, that in no event shall Declarant not provide for at least a one day a week pick up of household garbage.
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 Óak 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. The Declarant shall be entitled to retain any excess of amounts collected from Owners over costs and expenses as a return on investments.

All such assessments, together with such interest thereon and costs of collection thereof including. ng, without limitation, reasonable attorneys' fees incurred by the Declarant incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any, shall constitute a continuing lien upon the Homesite against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Marion County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including without limitation, reasonable attorneys' fees incurred by the Declarant incident to the collection of such assessment whether or not judicial proceedings are involved, and appeals, if any, shall also be the personal obligation ofo the person who is the Owner of such Homesite at the time the assessment is due and payable. payable. No assessments assess
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 secuon s Deinquent Assessments. If any annual assessment or instaliment thereon is not
paid within thirty (50) days arter the due date, a fare ree may be charged by the Deciarant, and paid within thirty (30) days after the due date, a late fee may be charged by the Declarant, and the Decialant ay accelerate the lemaining mstanments of te leguial aliual assessihie
tott 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 pavable in full as if the entire amount was originally assessed. Interest shall accrue on any unpaid assessment whether or not accelerated, at the highest rate allowed by law. Accounts delinquent in excess of sixty (60) days oror 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 ofhis 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 assessments against the Owner personally obligated to pay same without waiving the lien securing same.

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

(a)
The Annual Assessment may be initiated, increased or (a)
The Annual Assessment may be initiated, increased or decreased by the
Declarant after considering current construction, operation, maintenance and repair costs and Declarant arter considering current construction, operaion, maintenace and repa cosIS
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 afe sueel provisions of this Deciaration shail be $1,390.00 per annum, payaole iace0 provisions of this Declaration shall be $1,890.60 per annum, payable in advance in equal monthly installments of $157.55 per month on the first day of each month, until January 1, 1999. instannents 01 $iC/'es der tnoth o
the tist day of eacon,yS Thereafter, the Annual Assessment may be adjusted in a sum equal to the percentage of the
Ihereaner, the Annuar Assessment may be adjusted ina sum ebt increase or decrease of the Consumer Price Index, averaged out for the preceding twelve (12 increase or decrease of the Consumer frice mdex, averaged ou month period). The Consumer Price Index referred to herein shall be the Consumer Price Index, month period). The Consumer Pnice index relerred to nerein sha be Statistics ofthe IlS U. S. Average of Items and Foods, published by the Bureau of Labor Statistics of the U. S.

(b)
The road and drainage assessment shall be determined, paid, collected and enforced in the same fashion asas the the Annual Assessment. ent. The initial road and drainage assessment for each Homesite subject to the terms of this Declaration shall be $85.80 per annum, payable in advance in equal monthly installments of $7.15 per month until January 1, 1999.
(c)
The Homesite ground maintenance assessment shall be paid, collected and enforced in identical fashion to the Annual Assessment. The The initial initial Homesite maintenance assessment for each Homesite subject to the terms of this Declaration shall be $727.80 per annum, payable in advance in equal monthly installments of $60.65 per month on the first day of each month, until January 1, 1999, and may increase annually thereafter.
Section 6. Special Assessments. Special assessments may also be collected and enforced as provided in Article XVI.
Secion Section 7. Certificate ofo Assessment Assessment Liability. Liability. Upon demand, the Declarant shall 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 sessments Among Homesites cation of annual, and drainage assessments, (but not special assessments incurred as a result of violation of the 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 propettys exempted from the assessments, charges and liens created herein:
and
(a)
Any parcel of property which serves as an easement or which is dedicated Any parcel of prop accepted by a local public authority and devoted to public use.
(b)
All Common Areas as defined in Article I, Section 1(b).
(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 (reterred ARB). time as Declarant in its sole and absolute discretion shall determine, Declarant may in lieu of continuing continuing to serve as the AKB, create a committee which shall thencelorth be and constnute to serve as the ARB, create a committee which shall thenceforth be and constitute the ARB. In the event a member of such committee resigns or becomes unable to serve thereon, the ARB. In the event a member of such committee the Declarant shall appoint his or her succo successor.
Section 2. Review bv Architectural Review Board. In order to enhance, maintain and preserve values value of The Properties Properties and all all Living Units Uni and a Homesites 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 Heite

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a Homesite nor shall any awning, canopy, shutter, or antenna be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials, color selection, and location of the same shall have been submitted to and approved in writing asas
tto harmony of exterior design and location in ralationtocurrounding relation to surrounding structures and topography by the ARB and until the ARB has received
assurance acceptable to it that any damage to the Properties as aresult of such additions or alterations will be repaired in a timely fashion. The ARB shall review such informus o
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 ap as it deems appropriate,
and may require submission of additional plans and sspecifications 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 deseriotgles oferteior
of any required plans and specifications, ons the th ARB A 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.
(a)
Should Owner receive an ARB approval for any exterior improvement, the
installation of which would impact areas maintained by the Declarant as referenced in Article VIII, Section 2, Owner shall request a modification of these facilities as necessary to accommodate the proposed improvements and bear the cost of same.
Section 3. Approval Not to be Construed as Waiver. The approval by the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.
Section 4. Architectural Review Board Expenses. The members of the ARB shall 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 noncompliance within such thirty (30) day period, specifying the particulars of non-compliance. The thirty (30) day period shall not commence to run until the I ARB receives from the Owner, a notice of completion. The ARB may in its discretion inspect the improvements while the same are being made or constructed or upon completion and notify the Owner of non-compliance even if the Owner has not given the ARB notice of completion.

(c)
The ARB, if it is composed of other than the Declarant, shall
simultaneously, upon notifying the Owner, notify the Declarant in writing of the non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. if a non-compliance exists, as determined in the sole and absolute discretion of Declarant, the Declarant shall notify the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of delivery to suchh Owner of notice of the Declarant's determination of non-compliance. The Owner shall be obligated to comply with such notice, and if the Owner doe 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 aspecial assessment against such Owner for reimbursement.
(d)
If for any reason the ARB fails to notify the Owner ofy 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,R
and proceeds to make any improvements on a Homesite which require ARB approval, the AARB 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 Architectural Review Board oard Liability. Lladmy. Neither vennel the t ARB, AD
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, nilass dte to the wimul misconduct of a member and only the member engaging in such willful misconduct shall have any liability in such event. The ARB shall review tee sha fave any naoty in suen event. The ARD shall review
and approve or disapprove all plans submitted to it for any proposed improvement, alteration or drerc sttay preposedrovete,aelaio addition solely on
non the basis sis ofaesthetic considerations and the overall benefit or detriment which
would result eithe her in the irinmmediate vicinity of such Homesite aro to The Properties in general. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings. landscaping, g, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing nor shall its annroval ofa
lan or desion be deemod
approval of, any plan or design from the standpoint of structural safety, warranty of design, oror 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 inwriting. IfIf such s variances variances are granted, no violation of the covenants, conditions and
restrictions contained in this IDeclaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting ting ofof such a variance 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 ihfn any way the te 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 s nse6t thhe prenises meitding, out not imited to, zoning orainances 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. Attornevs' Fees and Costs. For all purposes necessary to enforce or defend or construe this Article, the ARB, and the Declarant shall be entitled to collect reasonable attorneys' fees, costs and other expenses from the Owner whether or not judicial proceedings are involved, and such amounts 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:
(a)
Maintenance by the Owner. Uniess designated as a responsioinmy of the (a)
Maintenance by the Owner. Unless designated as a responsibility of the
Declarant Declarant inin Section Section 22 ofof
Article Articie VIII, vi, each each Owner Ownerisis responsible responsiole for for maintenance maintenance inin
good good ordar order, condition or repair of the interiors and exteriors of Living Units and of all mechanical equipment, conaition or repair of the interiors and exteriors or Living Onits and or an mecnanical equipem, plumbing and electrical facilities located on a Homesite servicing the Living Unit thereon, and any plumbing and electrical racinies located on a Homesite servicing the Living Ont tnereon, and any
pool, hot tub, spa or similar facility located on a Homesite, and any equipment and appurtenances. The Owner shall promptly perform such maintenance on items such as driveways and roofs, so as The Owner shall promptly periorm such maintenance on items such as anveways and foors,
to keep the Living Unit and Homesite in a good state of repair and in conformity with the aesthetic standards required from time to time by the ARB. No Owner shall in any way maintain, modify or improve any areas for which the Declarant has the responsibility for maintenance without the prior written consent of the Declarant.
(b)
Exterior Improvements.
No Owner shall place any object on any part of
the Homesite except within the Private Use Area provided. Any addition, alteration or other change for existing or proposed exterior improvements must be approved, in advance, by the ARB pursuant to Article VII, Section 2. In the event that any addition or alteration interferes with the lawn maintenance as provided by the Declarant, the same may be removed or repaired by the Declarant, and the cost thereof shall be payable by such Owner. Ifthe Owner fails to reimburse the Decllarant for such expenses within fifteen (15) days after the delivery of notification of the reimbursement claim, the Declarant shall be entitled to levy a Special Assessment against the Owner for the reimbursement, pursuant to the provisions of Article XVI.
Section 2. Maintenance by the Declarant. The Declarant shall be responsible for the exclusive maintenance, and repair of the following:
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(a)
Lawn and Shrubs. The Declarant shall maintain and care for the exterior
lawn areas and irrigation systems 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
lands dscape replacement, mowing, fertilization, insecticide control, etc. The Declarant shall maintain and cacre for those lawn and shrub areas and irrigation systems within The Th Properties which are a part t oryfthe 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, Walkways, Parking Areas and Paths. The Declarant shall
maintain and repair all private roadways, walkways, parking areas, paths and drainage areas, if

any, throughout The FProperties. In the event any such roadways, walkways, parking areas, path or drainage dr
areas eas are damaged as a result of the negligence of an Owner, or his family, guest, to un ncensee, invitee, or tenant, the Declarant may repair or replace such damage 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 XVI.

Section 3. Declarant May May Coulac Contract for Services. nces. The The Deciarant Declarant may may contract contract for for the the ament ofal management of all or part of The Properties for purposes of carrying out all or a portion of the aiagetent of an of pat of the Propermes 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 nvete
i serices provided tor in this Deciaration. The Deciarant may contract with public private utility companies, including without limitation a private utility company with which
Declarant is affiliated oreng controls, for purposes of supplying utility services to The Properties and witont
mitation a private utity company with which
the costs and expenses charged by such utility companies shall be separately billed to the Owner exnenses charedeodoses ot supdg
ny ser vices to The roperttes and
of a Homesite by such utility companies and shall not be included in the annual assessments. heinckudad in thay
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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 the Docg 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 fences.

ARTICLE IX

Restrictive Covenants

Section 1. The Properties Subjected 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 Properties, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 2. Residential Use. No Homesite shall be used for any purpose except for 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 snail preclude the Deciarant or its agents additions. Nothing contained in this Declaration shall preclude the Declarant or its agents or employees from maintaining offices on a Homesite or elsewhere in The Properties for the
purposes of promoting the sale of Homesites and Living Units within The Properties and for purposes of the operation and administration of Oak Run and any other activities allowed to Declarant under this Declaration, and Declarant and its agents and employees shall have access to Deciarant under this Deciaration, and Deciarant and its agents and empioyees shall have ach and use of the Common Areas and Recreational Areas to facilitate such sales. In addition, and use of the Common Areas and Recreaioal Areas to lachitate sucht sales
atitton Declarant shall have the right to allocate a portion or portions of The Properties for commercial Decrarant sha nave the rightto aocate a ponuon or doinois ot the
opertes to purposes and/or multi-family purposes and to construct improvements on such portion or

portions purposes and/or muiti-ramny purposes and to consttet nprovs ohall he for such purposes; such areas shall not be common Areas or Recreational Areas but shall be owned by Declarant and be subiect to such portion of this Declaration as Declarant in its sole and owled by Deciarant and be suojeet to such po absolute discretion shall determine.
Section 3. Ownership Convevance. 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
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facilities, and vehicular and equipment parking and storage facilities. 12 of 22
Section 4. Subdividing Homesites. No Homesites or Living Units shall be subdivided or divided into any parcels, tracts or lots smaller in size than that which was originally conveyed by Declarant to the initial Owner. No Homesite e shall contain more mo than t 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 ofHomesite. No tract shall be increased in size by filling in any waterway, drainage area, lake or canal on which it may abut, except by Declarant.
Section 6. Temporary Structure Not to be Used as Residence. No structure of a nee.
No strueture
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 ropertesshalhn shall change, alter, modify, add pntcotany
to or delete from any existing structure on his Homesite without first receiving written cAistng sre os
oesite wiosg
dssocialat. No stueture, bading, swining poo aoof to any 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 melding ainar coicrete or esduau ustanattons suan be erected, cons
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 zing of cieating land conveyed or excavation of lakes or ponds shall be commenced until the plans and land conveyed or excavation or lakes or ponas shan be commenced untn the prans 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 plans of the pior to be ont udon shan have been suomitted to and approved in wiing by Declarant, and a copy thereof, as finally approved, lodged permanently with the Declarant. Any Deciaran, and a copy thereor, as nany approved, looged permanenly wilhe
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tree tree which which isis
more more than than three tnree inches inehes inin dlameter diameter and and five nve 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 Deciarat, in wrting, all improvements tor whien an ARD appioval tor constuctio las been issued shall be completed within six (6) months of the issuance of said approval. In the event the issued shan be compieted witnn six (o) mois of fhhe isstuace of sald appro
ee approved improvements are not completed within six (6) months ofthe date of the approval, prior approval approval off the the ARB shall bebe deemed nullll and void,d, and ad such such improvement improvement ininprocess process shallh
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 walnways, dn
ees renai
n 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 I be payable pay
by such Owner
to Declarant within fifteen (15) days written notice tos 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 XVI.

Section 11. Parking. No motor homes, recreational vehicles, boats, trailers, pick-up trucks or motor vehicles in excess of a 3/4 ton rating, shall be kept or parked on any Homesite in excess of twenty-four (24) hours during any calendar month except in a garage or other areas which may be designated by the Declarant in its discretion for such use. All commercial motor vehicles, travel trailers, motor homes, boats and trailers must be parked and/or stored by their owners in designated parking areas to be provided by the Declarant. The Declarant may char
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 (1S((15) days from written notice delivered by Declarant to the Owner therefore shall be assessed as a against the lot special assessment by Declarant under the provisions of Article XVI and shall become a lien lot of the Owner of said vehicle, enforceable as provided in Article XVI. The park parking and stortorage of autommobiles shall be limited to the driveways of Homesites and other areas becifically designated. ed by the Declarant. All vehicles must be parked on the concrete driveway of d by the Declarant. All venicies must be parked on the concrete onveway he Homesite. No vehicle icle may be parked on any right of way. No more than two automobiles icle may be parked on any rignt of way.
may be
parked on any HoHmesite at one time. The Declarant is specifically authorized to pe parked on any h promulgate adniones ad regusine dh t rules and regulations pertaining to parking, and the Declarant is specifically granted the right to enforce this provisions by the towing ofvehicles in violation of these provisions at the expense of the Owner. which shall be due d 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
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assessment under the provisions of Article XVI.

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Section 12. Storage. No motor vehicles without current license plates shall be stored secion 12, Storage.
No motor venicies witnout current license plates snall be stor
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 Area, nciaing wiunout umtanon, scrap metal, junk or salvage materiais, items or arti 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 Repans. Repairs. No Owner of any Homesite, a member of his or her of any teza me family, guests, invitees, licensees, or tenants shall engage in the construction, reconstruction, my, guests, invitees, neensees, or tenants snall engage in the construction, reconstrucion,
repail of mainteiance of any motor venicle, whetner sald motor venicle is owned by the Owine repair or maintenance of any motor vehicle, whether said motor vehicle is owned by the Owner or
hot not
excepi, except, however, however, the the provisions provisions ofof
this this
paragraph paragraph shall snan not not bebe construed construed toto

mean mean that that a

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Homeowner may not wash and/or polish, change a tire, or change the oil on a motor vehicle ,ge re, of hange ne o
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na which the Owner owns, on Owner's Homesite. All motor vehicles must be maintained so as not O ws,lshofiesitr venicies must be thanatied so as
to create tt an eyesore or efect effect the aesthetic standards of Oak Run. There shall be no repair, assembling or disassembling of 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.
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, or in an approved enclosed space. 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 s as stated in Section 17. 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. 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 underground or 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 so as to interfere with any maintenance to be performed on the Homesite by Declarant.
Section 17. Burning. No Owner shall burn any trash, debris or refuse, or allow any othe person to burn trash, debris or refuse on any Homesite e inn Oakk Run except, except, however, Declarant
reserves unto itself the right to burn debris as a result of clearing and cleaning of any land in The Properties.
Section 18. Adult Residents Only. The Declarant has designated and developed The Section 18, Adult Residents Oniy. The Deciarant nas designated and developed mne
Properties for the purposes of providing a single family residential subdivision possessing an aesthetically attractive, quiet, comfortable environment conducive to aa style ofliving 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 andd stay with an Owner for a period of time not to exceed an aggregate of thirty (30) days in any calendar year.
Section 19. Signs. To preserve the aesthetic quality of The Properties, no signs, including Section 19, Signs. 10 preserve the aesthetic quanty of
he roperties, no signs, mo signs advertising the sale or rental of any Living Unit, shall be placed or allowed to be erected or signs advertising the sale or rental or any Living Onit, shalil be praced of alled obe ere
praced on any riomesite mitding window signs
side aly
vng viugt ay 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 windows wiut the por wen consen of the Decianse
e g
grant and/or deny in its sole and absolute discretion, its consent. The Declarant, however, deny sol asodistrtoi
Homesites uned by the Declarant reserves unto itself the right to erect advertising signs on Homesites owned by the Declarant.

Section 20. Pets. No animals, livestock or poultry of any kind shall be raised, bred or seconzes. No antnais, ivesik of pouyo haheh
Kept on any Homesite, except that two dogs, cats of slall
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a 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 may ve kept on a thomesite, provided tat
ale
o Reps,red o 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 the Declarant (if any). All pets are prohibited in the Recreational Areas, on all Common Areas
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and Golf Club Facilities. Pets which are discovered outside of Owner's Living Unit and not on a leash and accompanied by the Owner oror
the Owner's agent shall be reported to the appropriate
governmental agency, and shall be subject to being picked up and impounded. If, after after rereceipt of
written we notice by the Declarant of a violation of the provisions of this paragraph, the Owner does ce by the Deciarant of aviolation of the provisions or this paragraph, the Owner does
not correct sue 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 Owier tor the expelises iicurred by the Deciarant as a resuit or the violation, pursuant to the
provisions of Article XVI hereof. Pet owners s shoulduld 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. aly Nid sha
be camed on or conducted on or from any Homesites except those businesses, commercial enterprises and business activities exempted by the Declarant on Homesites or other
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etrprises and ousiness acuvines exempted by the Deciarant on Homesites or other portions of The Properties owned by the Declarant, as provided herein. Declarant reserves unto ne
oerttes owiled by the Deciarant, as provided nerein, Deciarant resery 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 tialuse
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sshcted to residential use. All leases shall be in writing and the Declarant shall have the right to terminate the ses shaid de i wriing and the Deciarant snall nave the rignt to terminate the
lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles tetooseiviig any of the provisions of this Deciaranion, of Incorporation and By-Laws of the Association, and applicable rules and regulations.
Each lease shall contain the following provision:
"The lessee hereunder acknowledges that this lease is subject to the
Declaration of Covenants and Restrictions of Oak Run, Articles of
Incorporation and By-Laws of Oak Run Homeowners Association,
Inc., and Rules and Regulations provided thereunder, that lessee
has read the same, agrees agre tot tbe 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. InIn the event a lessee or a lessee's invitee, guest or licensee of a Homesite occupies the same without a written lease, the occupancy thereof shall constitute an acceptance 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
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Homesites and Living Units may be required by Declarant to place in escrow with the Declarant a sum
coesites as determined ald Liig by
the Outs
Declarant thhay bereued which mayby beDecialant used by to the place Declarant estrow to repair waa any damage to
the Common Areas and Recreational Areas or other portions of The Properties resulting from me Comio
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fthe Declarant acts or omissions of tenants (as determined in the sole and absolute discretion of the Declarant). ssosoas (s
e The Owner will be jointly and severally liable with the tenant to the Declarant for any amount in e
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excess of such escrowed sum, if any, which is required by the Declarant to effect such repairs or
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oligence of the tenant
Any to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining ygeoon in the escrow account, less an administrative charge as determined by the as
Declarant, shall be returned to the Owner within ninety (90) days after the tenant and all
moue 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' neys' 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. nrovisions ofthis section
Section 23. Fences. No fences shall be erected, constructed or placed on any Homesite.
Section 24. Gardens. No garden may be grown or cultivated on any Homesite except
within Homesite's Private Use Area, not maintained by Declarant. Gardens are prohibited on Homesites.
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 HoHmesite.
Section 26. Water Systems. 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 to 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.
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, ifunpaid after fifteen (15) days written notice delivered by Declarant to Owner, may be levied as a special assessment by Declarant under Article XVI. 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, subject to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees pursuant to Article VII, Section 2. This provision shall not restrict the right of the Declarant at its election to install a master antenna, cable television and security system in Oak Run.
Section 30. Services and Fees. The Declarant shall shall have the 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 assessment.
Section Section 31. 31
Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, or magazines, or similar material shall be erected by an Owner 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 address of the occupant of said lot. The replacement of all mailboxes and light posts must be of identical design occupant of sald lot.
The replacement of all maliboxes and ight posts must de of ldennical 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. mng. Allextenor All exterior lighting onoff any a Homesite he orof Livingg Ont Uni must mus be designed and erected so as to avoid annoyance to any other Owner, and to minimize the adverse
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as to avoid anoyance to any outer Owner, and to mimmize the adverse effect on the safety of the Owners of other Homesites in the subdivision. Pole lights will not be locaestes inthe suodiviston ole lgs wil 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 I as mounting plan by the ARB.
Section 33. Yard Lights. For security purposes, all Homesites in The Properties shall have an operable ope
front yard lamp as specified as to form and materials by the ARB. Each Owner must at all times maintain said lamp in a working condition, and insure that this light remains on at all times during all hours of darkness, and pay for such electricity as is required to so provide such light, and to maintain and repair such light.
Section 34. Clotheslines. It is prohibited to hang and/or dust garments, rugs or any other materials from the windows, balconies or from the exterior of any Living Unit. Outside clotheslines or other exterior clothes drying facility is prohibited except one portable umbrella type clothesline ee may m be used if approved by the ARB. All clotheslines must be kept closed when not in use. Under all circumstances, all clotheslines must be located Iin the the backyard, backyard, Private Use Area, and such clotheslines may be used until 4:00 p.m. on weekdays only. Golf Course

Homesites are subject to additional restrictions per Article X, Section 6.
Section 35. Outside Storage, Decorations and Ornaments. No items, articles, decorations, ornamental statues, figures, lawn ornaments or other decorations of any kind,
including without limitation items item including garden tools, hoses, ladders, chairs and other items, shall be stored on, hung, or placed outside the Living Unit except as permitted in the confined areas reserved
for Homeowner's use. No decorations may be affixed to the exterior of exclusi
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 honday tor whieh sucn Gecoratton are appncaoie. prohibited from any location outside a Living Unit.
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Section 36. Landscaping. Any alterations (including but not limited to additions and/or econ 3o. Landscaping. Any alterations (inciuding but not limited to additions ang deletions) to landscaping (including turf, trees and ornamental plants) are prohibited except those delenions) to landscaping (inciuding turi, trees and ornamental piants) are pronioned except t 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 water 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. or
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 placee onn any glass, except as may be previously approved in writing byt the ARB for the purposes of energy cononservation.
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 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, oror other
exterior water facility to be constructed on aa Homesite shall be subject to the requirements of the ARB, which include, but are not limited to, the following:
(a). a).
coConstruction 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. yin
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 t cost 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 bebe mad made within fifteen (15) days after delivery of a written notice therefor from Declarant to
such Owner. If such Owner does not no pay such amount within such period, the Declarant shall levv

a levy a special assessment therefor pursuant to the provisions of Article XVI. The use of any lake or swimming pool for boating or swimming is done at the sole risk of the Owner and the Owner's guests, invitees, licensees and tenants and the Declarant assumes no liability for any accidents occurring during such use of such facilities.

Section 43. Nuisances. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or nord nuisance to the neighborhood, nor shall any disturbance be permitted which will interfere with the rights. comforts oror convenience conv 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 XVI hereof. Declarant may, at the its sole discretion, determine whether a violation of this Section shall be referred to an appropriate governmental agency enforced by the Declarant as provided herein.

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

Golf Course Homesite

Section 1. Golf Course Easements. The Declarant or the homeowner shall grant to the Golf Club and the Golf Club Owner an easement or easements over and across the Common Areas (including, but not limited to, all Streets located in the Commonn Areas)eas) for for tthe purpose of providing access to, and facilitating the use of the Golf Club Facility.

Section 2. Consent to Golf Club & Facilities Activities. Declarant and the Owner of each Lot does hereby irrevocably consent to, grants permission to, and holds harmless the Golf Club Owner and its officers, agents, member and employees, nployees, the doing of every act necessary and incident to the playing of golf on the Golf Club Facilities adjacent to the Homesites and tot to permit the doing of every act necessary and incident to maintaining the Golf Club Facilities. These acts shall include, but not be limited to, the flight of golf balls over and upon Homesites, the creation of the usual and normal noise level associated with the playing of the game of golf, the creation of the usual and common noise level associated with maintaining the Golf Club Facilities, the driving of machinery and equipment used in connection with maintaining the Golf Club Facilities over and upon the streets, the Common Areas and the Golf Club Facilities and Golf Club Easements, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the maintenance and operation of the Golf Club Facilities. Such noises may occur on or off the Golf Club Facilities, throughout the day from early morning until late evening.

Section 3. Golf Club Access Easement. A non-exclusive easement is hereby granted for by graney ingress and egress over, across and through the streets to and from the Golf Club Facilities to the Golf Club Owner. wner, and all members of the Golf Club, regardiess of whether such members are also Owners. This easement shall also exist in favor of the officers, employees, agents, and invitees of the Golf Club Owner.

Section 4. Outside Displays. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Homesite nor shall he place any equipment outside his Dwelling, without the proir written consent of the ARB. except that the consent of the ARB shall not be required with respect to the use of lawn furniture or barbecue grill in the Private Use Area of a Homesite.

Section 5. Golf Carts. No golf carts shall be placed or stored on any Homesite unless stored indoor from public view. No golf cart shall be operated, placed, parked or stored on any portion of the Common Areas unless such area is specifically designated for the purpose of operating

or parking a golf cart.
Section 6. Clotheslines. Clotheslines are not permitted on Golf Course Homesites.
Section 7. Golf Course Disclosure. The Buyer acknowledges and understands that Buyer's purchase of property pursuant to the Agreement shall not confer nfer uupon Buyer any rights of membership, use in, or any rights or privileges with respect to the use and enjoyment of any golf course properties or facilities located within the Oak Run development. Right to membership in and/or use of, such golf course and related facilities shall be conferred only by and an within within the sole
and absolute discretion of the owner, lessee, or operator ofof said golf course and facilities, from time to time, pursuant to a separate application for membership or use, and pursuant to rules and regulations of the owner, lessee or operator of said golf course and/or facilities upon making application therefore. Buyer also acknowledges that the golf course and facilities may be conveyed to a third party in the future. The Golf Course Facilities are not "Recreational Areas"
or "Common Areas" as referred 1 to inn the Agreement or any documents referred to therein or made a part thereof. Buyer shall have no express or implied easement in and to the golf course and its facilities, although certain easements appurtenant to, or related 1 to, the golf course and its facilities may encumber or otherwise affect the property being purchased by Buyer pursuant to the Agreement.
ARTICLE XI
Assignment
All rights, powers, privileges and obligations reserved to and of the Declarant hereund 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 may be assigned by it in whole or in part at any time and from ume to time ineruding witnona limitation an assignment thereof to the Association and to the Architectural Review Board. A nintation an assigninent thereor to the Associlation and to the Architecitral 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 XII
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 Commondnh 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 ses of propety
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 assessments made by any governmental or quasi-governmental agency assessed 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 XIII
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. on
ARTICLE XIV
Amendment
Section 1. Amendments. The Declarant in its sole and absolute discretion shall have the

right and power of amendment of this Declaration, and such amendment by the Declarant shall not require the joinder of Owners or mortgagees gees oror the tl 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 pose of curing any ambiguity in or to any inconsistency between the provisions contained herein; (b)
to include in any contract or deed or to
other instrument hereafter made any additional covenants and restrictions applicable to The Properties which do not unreasonably lower standards of the Covenants and Restrictions herein contained; and (c) to release any Homesite from any part of the Covenants and Restrictions which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 2. Amendment to Articles and By-Laws. The Articles of Incorporation and ByLaws 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 Provisions. 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 1 too add oror amend any material provisions of the Declaration, Articles of Incorporation and By-Laws which establish, provide for, govern or regulate any provisions which are for the express benefit of mortgage holders, first mortgage holders or the insurers or guarantors of first mortgages on Homesites.

Section 5. General Provisions Regarding Amendments. An addition or amendment shall secions
Jeneral Provisions Kegarding 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 Ohly. A noider of a nrst morigage who recelves a written request to approve an amendment who does not deliver or post to the requesting party a negative response within thirty (30) days from
the postmark date of the request shall be deemed to have approved such request.

ARTICLE XV

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Termination of Declaration

The covenants, cs,restrictions estin and provisions of this Declaration shall run with and bind the provisions of tnis Deciaration shad ron win and land and shall inure to the benefit of the Owners, the Declarant, the Association, and their
e Owers, the Deciarant, the Association, and their respective legal representatives, heirs, successors and assigns until amended or modified according to the terms of Article XIV hereinabove set forth In the event ofand afer the
assignment by Declarant of all of its rights hereunder, the consent of the Owners of Homesi to which sixty-seven
in the Aesoonesites to -seven percent (67%) of the total allowable votes in the Association are allocated and the approval of holders of first mortgages on Homesites which bave at least sixty-eae percent (67%) of the total votes of Homesites subject to first mortgages, shall be required to terminate th
covenants and restrictions of the Declaration. Termination shall be accompedoin theeinatet same in ed in tte same manner as set forth for amendment to the Declaration in Article XIV, except that the specific
percentages herein shall apply.

ARTICLE XVI

Enforceability

Section 1. Parties Who May Seek Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Declaration, By-Laws, Articles ofIncorporation, 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 aproceeding 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 anyr proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment or special assessment including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof.

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

(a) The Declarant shall notify the Owner of the infraction or infractions. Except in the case of a violation for failure to pay to or reimburse Declarant for sums owing by Ownerer 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.

(D) ne detalis or the non-compiiance shan be presented to the Deciarant (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 nne and prace provided the notice deseibed in suosection (a), supia, at wiet eetg a hearing shall be conducted for the purposes of obtaining evidence as to the levying of a special neaiing shal be conducted tof the parposes of ootamng evidence as to the levyng of aspetial 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, the Declarant shall he suhmitted to the Ounr than thicte (30) davs ater the hen after which, if Declarant determines that a violation has occurred, a special assessment may be levied against the Owner by the Declarant.

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

(d) A special assessment as provided in this Article shall be due and owing not later than ten (10) days after the written written dec dision 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 innany 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 ecompliance therewith, to prevent further or continued violations, and to recover damages, attorneys' fees, court costs s aand litigation costs and expenses for such violations or attempted violations.

Section 4. Right to Enter & Levy Assessments. The Declarant, or its employees, agents or assigns, after giving an Owner reasonable notice and opportunity to cure a violation of these Covenants, may enter upon a Homesite for the purpose of curing curing the the violation, vi and the same shall have no liability to the Owner, whether for trespass or otherwise, as a result off such entry upon the Homesite. The Declarant may impose a special assessment pursuant to Article XVI in an amount to be determined in the sole and absolute discretion of the the Declarant Declarant against any Owner who fails to abide by, or whose guests, invitees, licensees sand an tenants fail fail tto abide by, any of these Covenants and Restrictions, or any rules and regulations promulgated hereunder.

Secuon Section s.5. Resticiion Restriction onon use Use ofof Recreational Facilities. In addition to all other remedies, anan Owner, Owner, his nis tenants, tenants, invitees invitees and and guests guests may may bebe barred barred from from the the use use ofof the the Recreaiona Recreational Areas for any failure to comply with these Declarations, but such barring shall not suspend the obligations of such Owner to pay all outstanding expenses due hereunder.

ARTICLE XVII

Condemnation and Reconstruction and Repair After Casualty or Condemnation

Section 1. Declarant Agent in Condemnation Settlement. The Declarant shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at exciusive right to contest any condemnanon or enentdoam proceeding we ected at lang taking aly any p CooAreas of Recreaiona Area,toucttes portion of the Common Areas or Recreational Areas, or which touches upon, concerns or affects the use of the Common Areas or Recreational Areas; and the Declarant shall represent the Owners of Homesites and is hereby irrevocably appointed agent for each Owner of a Homesite in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas or Recreational Areas, oror any part thereof. In the event of a taking or acquisition of part oror all of the Common Areas or a Recreational Areas by a condemning authority, all awards or proceeds of settlement shall be pavable to the Declarant clarant 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. as

Section 3. Repair or Replacement of Living Unit. Each Living Unit Owner shall be required to reconstruct or repair any Living Unit destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss. If Owner fails to repair or reconstruct a damaged unit, the Declarant may, at its sole discretion, replace unit and charge Owner all costs of repair or replacement. The plans and specifications for the repair or reconstruction of such Living

Unit must be approved by the ARB. Such costs for repair or replacement will become a lien on the Homesite and ifnot paid within fifteen (15) days, after written notice thereof is delivered to the Owner by Declarant, the Declarant may levy a special assessment upon such Owner's Homesite pursuant to Article XVI.

ARTICLE XVII

General Provisions

Section 1. Modifications. The Declarant reserves the right, in its sole and absolute icaions. I ne Deciarant reserves the rignt, in its sole a discreion, to make modincations, clarifications, changes and interpretations 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, byjudgment or court order shall not affect or modify any of the other provisions of said Covenants and Restrictions, which shall remain in full force and effect.

Section 3. Notices. Any notices required to be provided to any Owner or any other party under the provisions of this Declaration shall be deemed to have been properly given on the 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 Restrictions as provided for in this Declaration Section 4, uration. he Covenants and Kestrictions as provided for in this Declar fof the operies shan run with the te to all of the land, tracts, parcels and Living Units for The Properties shall run with the title to all of the land, tracts, parcels and Living Units described in Article Il 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. Th wioeopertes, mien successors and assigns in tne n Decemer 31, 20 Thereafter, these protective Covenants and Restrictions shall automatically be renewed for eicate, these protecive coveants and Restictions shall automaticany be renewed for sessne t(0 years, and shan rema t force and eiect, unless specincany successive periods of ten (10) years, and shall remain in full force and effect, unless specifically revised or modified as set forth in Article XIV hereof. Failure of the Declarant, Owners or the Association, or any other that may be formed to enforce any of these Covenants and Restrictions Aseciatio t etiaat, Owers of nne shall not nullify any of the Covenants and Restrictions, or in any way be interpreted as a waiver by orin an wa he 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 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.