R-100.50
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE FOUNTAINS AT OAK RUN
PHASE Π
NON MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration", made and entered tere into on this 10h day of NorEmbER, 1998, by OAK RUN ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as the "Declarant"), owner of those certain tracts of land which have been platted as Oak Run.

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain tract of land which has been platted as Lots 12-31 of Block A and Lots 9 -23 of Block F of The Fountains at Oak Run Phase II, of which all of said property as platted shall hereinafter be called the "Subject Property", and Declarant desires to create on the Subject Property aresidential community with open spaces and other common facilities for the benefit of the community; and

WHEREAS, the Declarant ant has has previously previously platted platted certain tracts of land subject to the Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991, and recorded in

Run Declaration" was subsequently amended by Emense arion County, lorida, and the OR Book 1716 at Page 0868, of the Public Records of Marion County, Florida, and the "Oak uenty aferided by emense Amenamenis to subject additional Amendments to subject additional platted properties as Additions to its Subject Property (as defined therein) and t and Recreational

are

the Common Areas 1 Areas which are now subject to the terms and provisions of the Oak Rup ehow suojec to the terms and provisions of the Oak Run

Declaration are maintained for the benefit of the Owners' properties located within the master communited fof 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 ofceent Common Areas eance o te comnon Areas and Recreational Areas and improvements thereon, and, for this reason, desires to subject the

Subject Property to the covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof and ts Deciaranon,

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 incorporat under the laws of the State ofFlorida, as a non-profit corporation, Oak Run Homeowners Association, Inc., for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Declarant declares that the real property described as the Subject Property in Article I, and h

tdetiles tat the real property described as the Subject Property in Article 1, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held.

s

ons thereto as may nereater be made pursuant to Article II hereot, is and shall be held, transterred, sold, conveyed and occupied subject to the covenants, restrictions, easements charges and liens (sometimes referred to as "Covenants and Restrictions") set forth in this Declaration and that such Covenants and Restrictions shall run with the real property and be binding on all p challtAestiicttons) set forn in tnis Deciaranon and having any an right, title or interes in the Sall run with the real property and be binding on all parties Subject Property or any addition thereto as described herein including their heirs, personal representatives, successors and assigns. ieere db

ARTICLE I
Definitions

Section 1. Definitions. The following words when used in the Declaration or any Supplemental

Declaration (unless the context shall prohibit) shall have the following meanings:
(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 omon Areas- shall mean and rerer 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 and enjoyed by owners of Homesites in the Subject Property and Additions to Subiect Property, which include without limitation, any drainaneenopay,wie mornna any private roads, and drainage areas, easements for roads, walkways, parking
o
oads, walkways, parking
areas and paths and utilities, and all improvements now oro hereafter constructed thereon including, without limitation, streets, lighting systems (except for light posts posts on any Homesite, the
operation, maintenance and electricity of which shall be the responsibility of the Homeowner of that Homesite), signage, structures, lakes and landscaping thereon. For the purposes of this Declaration, the term "Common Areas" shall include all Čommon Areas as defined in the
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DAVID R. ELLSPERMANM,
CLERK OF CIRCUIT COURT
FILE: 99019926
DATE: 03/05/99 11:19
OR BOOK/PAGE: 2615/1338
MARION COUNTY
Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991, and recorded in OR Book 1716, at Page 0868, of the Public Records of Marion County, Florida, and any Common Areas contained within any Additional Properties which have been previously, or are recorded
ofthe Poblinants subsequently, made subject to the Declaration of Covenants and Restrictions of Oak Run
1 in OR Book 1716, at Page 0868, of the Public Records of Marion County, Florida, in accordance with the provisions of Article II thereof. f
ilei t the rubne
(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 u
a Homesite
o

y bof do o designed and intended for use and occupancy as a single residence. By way of example, but not limitation, the term "Living Unit" shall include a townhouse unit, or any or 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 to plat of The Properties which has been designated by the Declarant to contain
aLiving Unit. The word Homesite shall also include the Living when one Unit located thereon when 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 are by the

Declarant. Said yard area shall be well defined by courtyard walls oror continuous o mulched landscape beds of three feet minimum width. Any addition, alteration or other change for existing or proposed private use areas must be approved, ved, inin 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" wner-shall - shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided vedee fee interest in any Homesite located within The terest in any riomesite located within Ihe Properties, including the Declarant, but shall not mean or refer to any mortgagee unless and until such mortgagee

e unes and unti agee 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 shown and designated eto lose areas of tand shown 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 in Article VI, Section 2. Owner acknowledges that Owner and Owner's heirs, successors, and assigns do not have any right, title, claim or interest in and to any recreational area or any facili or improvements constructed 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 facilities located thereon.

(k)"Rules and Regulations" - means any and all rules and regulations duly promulgated by the Declarant under the Declaration aration and Articles of Incorporation and By-Laws of the Association.

£Block E ofoerty- shall mean and reter to as Lots 12-31 of Block A (1)

"Subject Property" - shall mean and refer to as Lots 12-31 of Block A and Lots 9-23 of Block F of The Fountains at Oak Run Phase II, according to the plat thereof as recorded in Plat Book

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eFuoic Recoras or Marion Public Records of Marion County, Florida. The Declarant reserves the right to make such changes and/or modifications to

the plat as are required by appropriate governmental authorities, or as are generally consistent with the quality of the development in the plat.

(m)

"Additions to Subject Property"

- shall mean and refer to those portions of

the real property described in Exhibit "A" or any other property which the Declarant now owns or powo may acquire in the th future which becomes becomes subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof. Such Additions to Šubject Property, Property, which

shall be added from time to time may be of any size and contain any number of Homesites and in any sequence and any commercial or multi-family developments as determined solely by the Declarant, along with any Common Areas and Recreational Areas deemed appropriate by the Declarant.

(n)

"Oak Run" or "The Properties" - shall mean and refer to the Subject Property, perty, the Additions to

Subject Property, and a and all properties which are subject to the terms and and provisions daraion of the Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991 and recorded suntk 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 toto
the the Declaration Deciaration ofof Covenar Covenants and Restrictions of Oak Run dated and recorded in OR Book
at Page_ of 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 organizations consisting of members who have use and enjoyment rights inin 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,
improvements and related amenities owned by the Golf Club Owner in connection therewith, and such other properties and improvements designated as "Cof Club Faciements as may now or hereinafter be constructed, acquired or Club Facilities by the Golf Club Owner. THE GOLF CLUB FACILITIES 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 igto 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 amni
gate lavoro
yts aasetent over and acroSS those portions of any Lot lying within the boundaries of the easement shown on the Plat as the
"Golf Course Easement", to permit the doing of every act necessary and incident to the
o the
at as the
maintaining of the Golf Club Facilities and the use of the Golf Club Facilities by the Golf Club Owner and 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 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 Declaratious 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 have been hereinabove defined as Additions to Subiectf Property; and until such time as such additions are made to the Subject Property in the manner
m
hereinafter set forth, no real property other than the Subject Property shall be affected by or become subject to the Declaration. Until such time as any portion of such property is submitted to the terms of this Declaration by recordation of a Supplemental Declaration extending the scheme of the Declaration to said property, the Declarant shall not be obligated to submit such property to this Declaration or make such property a part of Oak Run; thereafter, Declarant shall

have such rights regarding such property as are provided in this Declaration and the Supplemental Declaration to which such property is subject.

Section 3. Supplemental Declaration of Covenants and Restrictions. Each of the Additions to Subject Property authorized under this Article Article shall shall bebe
made made by by the Declarant filing of record
Declaration of Covenants and Restrictions with respect to that
a Suppiem
Additions s tto Subject ject Property which shall subject that t particular Additions to Subject Subiect Prouperty to the schem ee of the cocovenants and restrictions of this Declaration as such scheme may be hereafter Declaratios to modified modined oro amended de as provided for herein or in said1 Supplemental Declaration ofCovenants and Restrictions. Such additions shall be made whenever the Declarant in its sole and absoluted discretion deems appropriate, but in no event shall any Supplemental Declarations making
adpiuous to Oak Kun be recorded after thirty (30) vears from the date thie Dool the date this Declaration is recorded
in the Public Records of Marion County, Florida. Such Supplemental Declaration shall be made by Declarant and shall not require consent of any person oror entity, entity, including without limitation, any Owner, Member, mortgagee of a Homesite or Living Unit, or the Association. Such Supplemental Declaration may contain such additions and modifications to these Declarations and additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additions Additions tot
SSubject Property. The rof each Homesite in any Additions to Subject Property shall become a Member of the Association when the
e Supplemental Supplemental Declaration Declaration ofof Covenants Covenants and and Restrictions Restrictions submitting the Additions to Subject Property in which the Homesite is located to the terms of t roperty in which the Homesite is located to the terms of this Declaration, is recorded in the Public Records of Marion County, Florida. At and after that time the
s of Marion County, Florida. At and after that time the Owner may exercise all rights of a Member of the Association, including the right to vote, and shall become subject to the terms and conditions of the Declaration as provided in the Supplemental
Declaration, including without limitation the obligation for payment ofassessments as provided dthe suppremental therein. At the time Declarant submits any of The Properties to this Declaration or Supplemental Declaration, real estate taxes for that year shall be pro-rated, and Declarant shall be responsible for paying that portion of such taxes for the period prior to suohs at staila such submission. Uponodo filing, any supplemental Declaration of Covenants and Restrictions shall be considered a part of
the Declarations and the term "Declaration" as used herein shall include such Supplemental Declaration.

ARTICLE III

Rights in the Common Areas and Recreational Areas

Section 1. Owner’s Easements in Common Areas. Subject to the provisions of Section 2 and the additional provisions of this eciaration, every Owner, nis 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 rposes for which they are created as described herein or on any to
ieh tey are created as desehibed nerein of on any recorded plat wherein such Common Areas are described, and such easement shall be appurtenant
to and shall pass with title to every Homesite or Living Unit. Such easements of enjoyment and ever Homduen easement shal be appurtenant
use shall include, but not be limited to, the Owner’s right of ingress and egress over the streets, ito Ousetents of enjoyment aud roadways and walkways on Areas fosgu gress and egress over thne streets, ways on the Common Areas for purposes of access to a Homesite orLiving Unit, and Declarant shall have a right of ingress and egress for itself and its guests, agents, dniescess toa employees, invitees, licensees and tenants s over such streets, roadways and walkways during any

s ммeys duing any time the Declarant is constructing oro repairing a Living Unit thereon, renting a Living Unit belonging to Declarant, or providing lin any other service or activity required of or allowed to
Declarant in the Declaration. No Homeowner shall have any greater or lesser rights than an 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 I 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 intends to 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 ar all ofthe for some or all of the Owners of developed after the Subiect Pron Living Units in any Additions to Subject Property in Oak Run devdiepelater the Sutiecr Property tohave the nigh touse some or orrtptoy in
Run
on a non-exclusive basis with Owners inthe Subject Property.

Section 4. Delegation Lof Use. Any Owner may delegate delegate his right ofof enjoyment to the Common Areas and Recreational Areas to the members of his family, his bona fide guests and invitees (defined as
ouest stavine with the
tenants, and contract purchasers who reside in bioowemy-rour (24) hours or more), his his Living Unit, subject to such rules and
regulations that may be established from time to time by the Declarant. All guests must be ime bi themas euD accompanied by a resident any time guests are using any Recreational Areasuests mus
Section 5. Rules and Regulations. Declarant shall have the right in its sole and absolute discretion to adopt, modify, amend and terminate eatt any time and an from time time too time rules and regulations for the use of the Common Areas and the Recreational Areas.
ARTICLE IV
The Association
Section 1. Association. Oak Run Homeowners Association, Inc. (the "Association"), a Florida corporation not-for-profit, has been organized to provide for organizing the recreational, social and cultural activities of Oak Run. The Association shall act in accordance with the terms
hereto and provisions as Exhibit of "B" this Declaration, a,he the Articles of Incorporation ofthe Association attached 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 appurtenant to and may not be separated from ownership of any Living Unit or Homesite. or
Section 3. Voting Rights. The voting rights in the Association shall be as follows:
(a)
The Declarant shall control the Association and its sole vote on all matters shall be determinative until such time as Declarant shall authorize voting by other members as provided in the Articles of Incorporation of the Association.
(b)
All Owners of Homesites shall be entitled toto one one vvote for each Homesite
owned. When more than one person holds an interest in any Homesite, all such persons shall be members, but in no event shall more than one vote be cast with respect to anyny single single HHomesite. In the event e
all of the Owners of

aa Homesite cannot agree on any vote, no vote shall be cast for such Homesite, provided however, that the Association may conclusively rely on the vote cast by any of the Owners of a Homesite as being authorized by all such Owesue
the vote cast by any of a Homeste as being autnonzed by all such Owners unless the Association has been notified in writing to the contrary by one of such Owners.
Section 4. Books and Records. The Association shall make available to Owners and mortgagees, and to holders, insurers or guarantors of any first mortgage on all or a portion of The Properties, including Homesites, current copies of the Declaration, By-Laws and Articles of Incorporation of the Association, other rules concerning The Properties, and the books, records and financial statements of the Association. The Association shall be deemed to have made such items available, ifi 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 ono all or a portion of The Properties, including Homesites, shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, and such statement shall be furnished within a reasonable time following said request.
Section 5. Notice to Mortgagees. Upon written request to the Declarant identifying the name and address of the holder of the first mortgage on a Homesite or Living Unit, or the insurer or guarantor of such first mortgage on a Homesite or Living Unit and the Homesite or Living Unit number or address, a holder of a first mortgage on a Homesite or Living Unit or insurer or guarantor of said first mortgage shall bebe entitled to timely written notice of:
(a)
Any condemnation loss or casualty loss which affects a material portion of The Properties or any Homesite or Living Unit on which there is a first mortgage held, insured, or guaranteed by such requesting party.
(b)
Any delinquency in the payment of assessments or charges owed by an Owner of a Homesite or Living Unit subject to a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for a period of sixty (60) days.
(c)
Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
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(d)
Any 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 Decl and does provide that Declarant shall always be entitled to appoint one member to the Board of Directors of the Associatio
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 rshe anay peon the Circult Court of the Fifth Judicial of
leveiver to manage the altairs or 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 fthe s
adomake such provisions as management of the arrairs of the aissolved Association anp The Properties, perties, including reinstatement of the Association as an active Florida corporation.
ARTICLE V
Membership in the Association
Section 1. Member. The Members of the Association shall consist of the Declarant, and all Owners of Homesites within The Properties provided that any such person or entity who holds an interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.
Section 4.2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida, rida a deed or other

instrument establishing aa record title to aa Homesite in The Properties. The The Owner designated by
such instrument thus becomes a Member of the Association and the membership of the prior a
owner is terminated. The new Owner shall notify the Association and Declarant of the recording of the deed or other instrument establishing record title and shall furnish the Association and Declarant a certified copy of such instrument.

ARTICLE VI

Covenants for Maintenance Assessments

Section 1. Purpose of Assessments. The assessments levied by the Declarant shall be used in the sole and absolute discretion of the Declarant for the purpose of promoting the recreation, health, safety and welfare of the residents in Oak Run; constructing, maintainind operating, repairing and replacing improvements on the Common Areas and Recreational Areas; enforcing the compliance with Covenants and Restrictions; and for the maintenance, operation, repairing and replacing ofproperties, services and facilities which have been constructed, installed or furnished, or may subsequently be constructed, installed installed oro furnished, which aree devoted to the
purpose and related to the use and enjoyment of the Common Areas and Recreational AAreas including, but not limited to, the payment of taxes, and insurance thereto, on the Common Areas and Recreational Areas, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Owners acknowledge that the payment of this assessment is a fee for those services provided by the Declarant and is not nrovidedwledge that the
intended to represent a prorata share of actual expenses and the Declarant is entitled to retain any t services drovided by the Deciaram and ts uo1
thod excess amounts collected from the Owners over cost and expense in providing such services.

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

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

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

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

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

(5) The Homesite ground maintenance assessment described in the preceding sub- paragraph shall not include adrovtsio provision for the cost of exterior maintenance which is required as a or result of acts of God (i.e., storms, lightning, falling trees, etc.) or required by governmenta! regulation. Such costs shall be epaid paid for for

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levving levying ofof aa Special Speci required 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 Thded
the Annual Assessment are eetiara reserves the aosolute and sole right in its discretion to change the allowable composition ofgarbage and trash and the frequency of pick up as may be required and is determined in its sole discretion from time to sole discrenon from time to time. time. Provided however, that in no event shall Declarant not provide for at least a one day aweek 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 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 ofcollection thereof including, without limitation, reasonable attorneys' 'fees iincurred by the Declarant incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any, eshall 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 the lien shall have n County, Florida, and the lien shall continue in effect until all sums secured by. the hen shall have been fully paid. Upon full payment, the party making payment shall be entitled
to a recordable satistaction of lien. Each such assessment, together with interest thereon and cost of collection, incident to the ciuding without limitation, reasonable attorneys fees incurred by the Declarant collection of such e
assessment whether or not judicial proceedings are involved, and
appeals, if any, shall also be the personal obligation of the person who is the Owner of such Homesite at thee time the assessment is due and navable Noason who is the Owner of such assessment is due and payable. No assessments may be offset by any claims by any asesstrets any Owner or the Association against Declarant for any reason.
Section 3. Delinquent Assessments. If any annual assessment or installment thereon is not paid within thirty (30) days after the due date, a late fee may be charged by the Declarant, and the ts
ot
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 deling inquent Owner due and payable in full as if the entire amount was originally assessed. Interest Inter suall accru shall accrucrue on any unpaid assessment whether or not accelerated, at the highest rate allowed by
law. Accoun onts delinquent in excess ofsixty (60) days or those twice delinquent more than thirty o pays may be charged for the annual assessment for the next calendar year in advance and shall be subject to the same collections, lien and foreclosure proceedings as otherwise provided for herein. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas, the Recreational Areas, or abandonment of his Homesite.
Section 4. Rights of Declarant to Collect Delinguent Assessments. Asesses. Liens Liens for tor assessments 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 monev indoment fsure a moitey juogem ror unpaid assessments against the Owner personally obligated to pay same without waiving the lien securing same.
Section 5. Method of Setting Annual, Road, Drainage and Homesite Maintenance Assessments. The Annual, road and drainage and Homesite ground maintenance assessment shall be initiated, increased or decreased in accordance with the following provisions:
(a)
The Annual Assessment may be initiated, increased or decreased by the

Declarant after considering current construction, operation, maintenance and repair costs and expenses and estimated future construction, operation, maintenance and repair costs and expenses. The initial Annual Assessment for each Homesite are subject to the terms and ydosas
Aial Assessment for each fomesite are subject to the terms and
provisions of this Declaration shall be $1,890.60 per annum, payable in advance inin equal monthly installments of $157.55 per month on the first day of each month, until January 1. 1999. Thereafter,
ao
January 1, 1999
or decrease of the Conmamned dojusted
a suu abuerl to the percentage ofthe the Annual Assessment may be adjusted in a sum equal to the percentage of the increase or decrease of the Consumer Price Index, averaged out for the preceding twelve (12
month period)
The Consumer Price Irdar rafae peceding twerve (12 Index referred to herein shall be the Consumer Price Index,
U. S. Average of Items and Foods, published by the Bureau of Labor Statisties of the US. S.

Department of Labor.
(b)
The road and and
drainage drainage assessment assessment shall shall bebe determined, determined, paid, collected and paid, enforced in the sam the same fashion as the Annual Assessment. The initial road and drainage assessment for each Homesite subject to the terms of this Declaration shall be $85.80 per s Declaration shall be $85.80 per annum, payable in advance in equal monthly installments of $7.15 per month until Janua 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 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 ona the th first feot d.ay 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.
Section 7. Certificate of Assessment Liability. Upon demand, the Declarant shall furnish
a certificate in The cerunicate
riting signed by an officer of the Declarant to any Owner liable for an assessment. 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 essments Among Homesites. Homesites. The allocation allocation ofof annual. annual, road
and drainage assessments, (but not special assessments incurred as a result of violation of the s bicutred as a resut or violation of the
an
-ws) shal be set so that all Homesites shall be Declaration, Articles ofIncorporation and By-Laws) shall be set so that all Homesites shall be assessed at an equal rate, except theDeclarant shall not be required to pay any assessments for the Homesites it owns.
Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:
(a)
Any parcel of property which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use.
(b)
All Common Areas as defined in Article I, Section 1(b).
(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 o herein herein aas "ARB"). At such time as Declarant in its its sole sole and absolute discretion shall determine, Declarant may in lieu of the ARR Ito continuing to serve as the ARB, create a committee which shall thenceforth be and constitute the ARB. In the event aer a member of such committee resigns or becomes unable to serve thereon, the Declarant shall appoint his or her successor.

Section 2. Review by Architectural Review Board. In order to enhance, maintain and preserve values of The Properties and all Living Units and Homesites located therein, and subject to Section 8 below, no building, fence, wall, or other structure or improvement (including therein, and snaf landscaping) shall be commenced, painted, erected or maintained upon The Properties nor shall any exterior addition to or exterior change or alteration be made to any previous improvement on a Homesite nor shall any awning, canopy, shutter, or antenna be attached to or placed udon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials, color selection, and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the the ARB and until the ARB has has received assurance acceptable to it that any damage to the Properties as a result of such additions or alterations will be repaired in a timely fashion. The ARB shall review such information to daterminas wi be tepaned ia tinery rasion.

ine ARB shall review such information to determine harmony of exterior design, color and location in relation to surrounding structures and topography. All exterior finishes must remain as orieinto surrounding structures and originally constructed by the Developer. The ARB may condition its approval of proposals and plans and specigeveloper.

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and may require submission of additional plans and specifications or other asit deens a nits approval of proposals and plans and specifications as it deems appropriate, itional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans and specifications submitted for its review as

it deems proper including, without limitation, floor floor plans, site plans, drainage plans, elevation plans, site pians, oraiss rsS drawings and descriptions or samples of exterior materials and colors. Upon receipt by the ARB of any required plans and specifications, the ARB shall have thirty (30) davs 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 subiect to all applicable permit requirements and to all applicable governmental laws, statutes, ordinanc 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 wit ay oner matter requining 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 withth the t approved plans, it shall notify the Owner in writing of such non compliance within such thirty (30) day period, specifying the particulars of non-compliance. The thirty (30) day period shall not commence to run until the ARB receives from the Owner, a notice ofcompletion. 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 ofcompletion.
(c)
The heARB, ARB, if it is composed of other than the Declarant, shall if it is composed of other than the Declarant, shall simultaneousty, upon notifying the Owner, notify the Declarant in writing of the non-compliance and, it so, the nature thereof and the estimated cost of correcting or removing the same. If a non- if compliance exists, as determined in the sole and absolute discretion of Declarant, the Declarant shallI notify the Owner to remedy or remove the same within
a
a period of not more ,t than Declarnt forty-five (45) days from the date ofevee ofdelivery to such Owner of notice of the Declarant's determination of sae wtll apeod ot
ore than forty-ve
non-compliance. The Owner r 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 ontion may eitherer d
e eclaant, at is opion, may enner 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 shail levy a special assessment against such Owner for reimbursement.
(d)
Iffor any reason the ARB fails to notify the Owner of any non-compliance within thirty (30) (30) daysays after receipt of said written notice of completion from the Owner, the improvement shall be deemed to have been made in accordance with said approved plans.
(e)
If an Owner does not obtain the approval of the ARB as provided herein, and proceeus to make any
provements on aHomesite wnich require ARB approval, t ARB upon actual discovery of such improvements may within thirty (30) days of such discovery approve them as being in accordance with the requirements for approval, or the ARB may within said thirty (30) day period notify the Owner in writing of the non-compliance of those improvements. The ARB shall then proceed as is provided in Section 5(c), Article VII. wiig of tne non-compiance of those
Section 6. Limitations on Architectural Review Board Liability. Neither the ARB. including without limitation the Declarant when acting as the ARB, nor any member thereof, nor the Association shall be liable to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the

ARB's duties hereunder, unless due to the willful misconduct of a member and only the member engaging in such willful misconductct shall have any liability in such event. The ARB shall review and approve or disapprove all plans addition solely on the hese afaechus suomitted to it for any proposed

improvement, alteration or basis of hetic considerations and the overall benefit or detriment which would result either in the immediate ate The ARB shall take into consideratite vicinity of such Homesite or to The Properties in general. ation the aesthetic aspects of the architectural designs, placement of buildings, gs, landscaping, color sche eche shall not be responsible for reviewin chemes, extenior nnishes and materials and similar features, but wing, nor
deemed approval of, any plan or design fro from the standpoint of structural safety, warranty of design, or to eu us approvar of any plan or design be conformance
h building or other codes.
Section 7. Variances. The ARB may authorize variances from compliance with the architectural provisions of this nis Declaration when circumstances such as topography, natural obstructions, hardship, aestheti thetic or environmental considerations require. Such variances mu evidenced in writing. If such such variances are granted
no violation
vatlalocs must bea of the covenants, conditions and restrictions contained in eants, condiions and ed in this Declaration shall be deemed to have occurred with respect to the
matters for which the variances were granted. The granting of such a variance shall not, howe operate to waive a eany of the terms and provisions of this Declaration for any purpose except as to
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and particular provisions hereof covered by the variance, nor shall it affect inh aany way the C ally way ythe t
Owner's obligation to comply with all governmental laws and regulations affecting th his use of the premises including, but not limited to, zoning ordinances and set-back lines or
requirements imposed by any governmental or municipal authority, nor to obtain a similar
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variance from other architectural committees having jurisdiction.
Section 8. Exemption of Declarant. The Declarant shall be exempt from the provisions of his Article VII and all subparts thereof with respect to improvements, alterations a with respect to improvements, alterations and additions which Declar clarant determines to make in The Properties and this shall be so whether said
improvements are to the Living Units and Homesites or are in relationship to the Common Areas.
Section 9. Attorneys' Fees and Costs. For allpurposes 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 asasprovided in Section 5(c) of this Article.
ARTICLE VIII
Maintenance
Section 1.Maintenance by the Owner. The Owner shall be responsible for the exclusive nance maintenance and repair of the following:
(a)
Maintenance by the Owner. Unless designated as a responsibility of the Declarant in Section 2 of Article VIII, each Owner is responsible for maintenance in
g condition or repair of the interiors and exteriors of Living Units and of all mechanical good order, nor repair of the interiors and exteriors of Living Units and of all mechanical equipment, plumbing and electrical facilities located on a Homesite servicing the Living Unit pne ad electrical tacilities located on a Homesite servicing the Living Unit thereon, and aany pool, hot tub, spa or similar facility located on a Homesite, and any equipment and The Owner shalora
a
appurtenances. shall promptly perform such maintenance on items such as driveways and roofs, so as
to keep the Living Unit and Homesite in a good state of repair and in confor with the
aesthetic standards required from time to time by the ARB
No Oww Owner
the shall in modify or improve any areas for which the Declarant t has thee responsibility for l in maintenance any way maintain, 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, ininadadvance, by the ARB pursuant to Article VII, Section 2. In the event that any addition or alteration interferes or 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 Declarant for such expenses within fifteen (15) days after the delivery of notification of the reimbursement claim, the Declarant shall be entitled to levy a Special Assessment against the Owner for the reimbursement, pursuant to the provisions of Article XVI.
Section 2. Maintenance by the Declarant. The Declarant shall be responsible for the exclusive maintenance, and repair of the following:

(a) Lawn n and Shrubs. The Declarant shall maintain and care for the exterior lawn areas and irrigation on of Declarangatons n systems of all Homesites which are subject to the terms and provisic of this Declaration. Declar aratlt.
Deciara larant, in its sole discretion, shall determine the need for sod and landscape replacement, mov nowing, fertilization, insecticide control, etc. The Declarant shall maintain and caret, шо care for those lawn an
nart of the Common Are
n and shrub areas and irrigation systems within The Properties which are a
the
forAreas and Recreational Areas. The Declarant, in its sole discretion, shall determine the need fo for replacement and/or improvement oflandscaping, lawns and shrubs.
(b) Private Roads, Walkways, Parking Areas Areas and Paths.hs. The] Declarant shall maintain aand repair all all private roadways, walkways, parking areas, paths and drainage areas, if any, through rouout The Pro eProperties. In the event any such roadways, walkways, parking a the event any such roadways, walkways, parking areas, path or drainage areas are damaged as a result ofoe
the negligence of anan Owner, or his family, guest, licensee, 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 eplace
c danage and demand
oee thereo
i sucn Owner does not reimburse Declarant within fifteen (15) days of suche, notice, then Declarant may levy a special assessment against the Owner for reimbursement, as provided in Section XVI.
Section 3. Declarant May Contract for Services. The Declarant may contract for the management of all or part of The Properties for purposes of carrying out all or a portion of the allorthe maintenance services provided for in this Declaration. The Declarant may contract with public or private utility companies, including without limitation a private utility company with which Declarant isaffiliated or controls, for purposes of supplying utility services to The Properties and the costs and expenses charged by such utility companies shall be separately billed to the Owner of a Homesite by such utility companies and shall not be included in the annual assessments.
Section 4. Maintenance of Fences. Any fences surrounding any common areas oro the project boundary of The Properties shall be maintained by the Declarant, and a perpetual opes sade mantaned by the Deciarant, and aperpetual easement of ingress and egress of the Homesites and Living Units abutting the fences is hereby
granted to the Declarant for purposes of constnieion end Ots abuting the tences is hereby maintenance activities 1related 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

residennal purposes, and snall nave a maxmum of tour (4) people as permanent residents of each 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
a private attached garage or or carport, and structures and additions such as swimming pools, attached screened enclosures and patios (as approved by the ARB), except exceptinin
the the
case casewhere where the the
Declarant Deciarat determines determines inin its sole ts and absolute discretion to modify the use of a Homesite to use as Common Areas. Such
modification may be made e by the Declarant amending this Declaration without the necessi
of joinder by anyy 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 strictures and additions. Nothing contained in this Declaration shall preclude the Declarant or its agents or employees from maintaining offices on a Homesite or elsewhere in The Properties for the purposes of promoting the sale of Homesites and Living Units within The Properties and ffor purposes of the operation and administration of Oak Run and any other activities allowed to Declarant under this Declaration, and Declarant and its agents and employees shall have access to and use of the Common Areas and Recreational Areas to facilitate such sales. In addition Declarant shall have the right to allocate a portion or portions of The Properties for commercial purposes and/or multi-family purposes and to construct improvements on such portion or portions for such purposes; such areas shall not be common Areas or Recreational Areas but shall be ownedwe by Declarant and be subject to such portion of this Declaration as Declarant in its sole and absolute discretion shall determine.
Section 3. Ownership Conveyance. No Owner of a Homesite or Living Unit shall convey
an ownership interest in their lot or lots less than that which they own. Notwithstanding the provisions of this paragraph, the Declarant may from time to time designate certain lots in The Pranerties
s ategta,te Properties for use or uses as parks, recreational areas, office facilities, utility facilities, storage

facilities, and vehicular and equipment parking and storage facilities.
Section 4. Subdividing Homesites. No Homesites or Living Units shall be subdivided or divided
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lots Homesite smale
shall in size contain
than that which was originally conveyed by more than one Living Unit. Declarant
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Properties
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right to subdivide, redivide and/or divide into parcels, tracts or lots, that may be used for commercial or multi-family purposes by the Declarant.
Section 5. Increasing Size of Homesite. No tract shall be increased in size by filling in any waterway, drainage area, lake or canal on which it may abut, except by Declarant.

Section 6. Temporary Structure Not to be Used as Residence. No structure of a temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be erected or placed on any Homesite at any time, nor sshall anything other than the Living Unit be used as a residence, either temporarily or permanently.
orSection
dolata 7. Modifying Structures. No Owner in The Properties shall change, alter, modify, add to or delete from any existing structure on his Homesite without first receiving written permission from the Declarant. No structure, building, swimming pool, or addition to any Living
o se, ouing, swimming pool, or addition to any Living Unit including additional concrete or asphalt installations shall be erected, constructed or placed
on any Homesite without the the priorr written written consent and approval of Declarant.
Section 8. Excavating and Clearing Land. No bulldozing or clearing of trees from the
land conveyed or excavation of lakes or ponds shall be commenced until the plans and specifications showing the nature, kind, shape shape and location of work to be done and the grading plans of the plot to be built upon shall have been submitted to and approved in writing by the Declarant, and a copy thereof, as finally approved, lodged permanently with the Declarant. Anym tree which is more than three inches in diameter and five feet in height may not be removed unless written approval has been granted by the Declarant.
Section 9. Improvement Completion Time Frame. Unless specifically excepted by
Declarant, in writing, all improvements for which an ARB approval for construction has been issued shall be completed within six (6) months of the issuance of said approval. In the event the approved improvements are not completed within six (6) months of the date of the approval, prior approval of the ARB shall be deemed null and void, and such improvement in process shall be eddrer otA
sha be deeled nu and vold, and such improvement in process shall be
considered as being without approval and, therefore, in non-compliance with the Restrictive Covenants contained within this Article.
Section 10. Easements. Nothing shall be placed on any part of any Homesite which is
reserved as an easement or right of way for street, road or walkway, utilities, maintenance or drainage if such shall interfere with the construction, use and maintenance of said roads, street walkways, adjacent structures, drainage and utilities. In the event any structure, trees or other treae of thar vegetation interferes with construction, maintenance or repair on such easement or right of way, wa
the same may be removed by the Declarant, and the cost thereof shall be payable by such Owner to Declarant within fifteen (15) days written notice to such Owner. If said Owner shall fail to reimburse Declarant, Declarant shall levy a special assessment against such Owner for reimbursement pursuant to the provisions of Article XVI.
Section 11. Parking. 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 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 velcies, taver laders, motor nomes, boats and trallers must be parked and or stored by their vehicles, travel trailers, motor homes, boats and trailers must be parked and/or stored by their
owners in designated parking areas to be provided by the Declarant. The Declarant may charge a reasonable fee for the storage and/or parking of the aforementioned vehicles, trailers, motor homee hoate and trail
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d veicies,
aneis, motorF homes, boats and trailers in the designated parking areas. Said fee, if unpaid after fifteen (15) days from written notice delivered by Declarant to the Owner therefore shall be aseen(13) assessed as a special assessment by Declarant under the provisions of Article XVI and shall become a lien
against the lot of the Owner of said vehicle, enforceable as provided provided ini Article Article XVI. The parkin and storage of automobiles shall be limited to the driveways of Homesites and other areas specifically designated by the Declarant. All vehicles must be parked on the concrete drivev of the Homesite. No vehicle may be parked on any right of way. No more than two automobiles may be parked on any Homesite at one time. The Declarant is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Declarant issspecifically sp

granted the right to enforce this provisions by the towing of vehicles in violation of these provisions at the expense of the Owner, which shall be due and payable by Owner within fifteen (15) days of receipt of written notice demanding reimbursement delivered by Declarant to Owner. If Owner shall fail to pay such amount within such time period, Declarant shall levy a special

assessment under the provisions of Article XVI.

Section 12. Storage. Storage. NoNo motor vehicles without current license plates shall be stored and/or parked anywhere on Oak Run. No items may be stored on a Homesite outside a Living Area, including without limitation, scrap metal, junk or salvage materials, items or articles whether the tme same be itin the form ofwrecked or junked vehicles, appliances, furniture, equipment, building materials, or lawn tools and equipment.

Section 13. Motor Vehicle Repairs. No Owner of any Homesite, aa member of his or her family, ay, guests, invitees, nees,censees, licensees, or tenants shall engage in the construction, reconstruction, tenans repair or maintenance of any motor vehicle, whether said motor vehicle is owned by the Owner or not except, however, the provisions of this paragraph shall not be constnied tned byt Homeowner may not wash and/or polish, change a tire, or change the oil on a motor vehicle nor waofs pagradu snan not be construed to mean that a to mean that a n, change a tre, or change the of on a motor venicle which the Owner owns, on Owner's Homesite. All motor vehicles must be maintained wilet owts, on Owner's Homesite. All motor vehicles must be maintained so as not to create an eyesore or effect the aesthetic standards of Oak Run. There shall be no repair, assembling or disassembling of motor vehicles excent inside the Opere shall be except Owner's ner'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 garbage or other waste shall be bagged and tied and kept in as a 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 stated in Section 17. In the event trash must be collected from a receptacle servicing more than one Homesite Homesite toto meet the requirements of the collection company or agency, all trash and garbage shall be in plastic bags and tied securely belore being placed in the receptacle. In no event shall trash be placed outside the receptacle. The heDeclarant reserves the right during any construction by Declarant or otherwise to maintain a eclant 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 sitoasi the confines of the structure served and shall be installed coaiers, on tauks or underground or within a walled-in area which is not visible from any street or adioining pronerty 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. Buming. No Owner shall burn any trash, debris or refuse, or allow any other person to burn trash, debris or refuse on any Homesite in Oak Run except, however, Declarant reserves unto itself the right to burn debris as a result of clearing and cleaning of any land in The Properties.

Section 18. Adult Residents Only. The Declarant has designated and developed The Properties for the purposes of providing a single family residential subdivision possessing an aesthetically attractive, quiet, comfortable environment conducive to a style of living desired by middle age or senior citizen persons. To assure all Owners that the heretofore mentioned environment shall remain constant, no persons under eighteen years of age shall occupy or permanently fevlny reside or live in any Living Unit except, however, members of an Owner's family

Livng On excep, nowever, memoers or an Owner s ramily under the age of eighteen (18) years may visit and stay with an Owner for a period of time not to exceed an agoregate of thirte (30) d may vist and stay witn an Owner for days in any calendar year.
Section 19. Signs. To preserve the aesthetic quality of The Properties, no signs, including signs advertising the sale or rental of any Living ving Unit,it, shall shall be placed or allowed to be erected or
placed on any Homesite including window signs inside any Living Unit visible through any windows without the prior written consent of the Declarant. The Declarant reserves the right to grant and/or deny yin its its sole and absolute discretion, its consent. The Declarant, however, 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 kept on any Homesite, except that two dogs, cats or small house birds or other household pets may be kept on aa Homesite, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) pets shall be kept on any r purpose, ad urtner 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 vig the Declarant (if any). All pets are prohibited in the Recreational Areas, on all Common Areas are in
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in pet wak areas designated by

and Golf Club Facilities. Pets which are discovered outside ofOwner's Living Unit and not on a leash and accompanied by the Owner or the Owner's agent shall be reported to the appropriate governmental agency, and shall bee subject to being picked up and impounded. If, after receipt of written notice by the Declarant of a violation of the provisions of this paragraph, the Owner does not correct such violations, the Declarant shall be entitled to levy a special assessment against the Owner for the expenses incurred by the Declarant as a result of the violation, pursuant to the provisions of Article XVI hereof. Pet owners should clear and remove any fecal deposits made by their pets from any and all areas, including their Homesite. Pets must be maintained under the control of the Owner at all times.
Section 21. Business Activity. No business, commercial enterprise or business activity of any kind shall be carried on or conducted on or from any Homesites except those businesses, commmercial enterprises and business activities exempted by the Declarant on Homesites or other portions of The Properties owned itself the absolute right to divide, sby the Declarant, as provided herein. Declarant reserves unto 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 rofesies and Living Onts snal be restricted to residential use. All leases shall be in writing and the Declarant shall have the right to terminate the
lease upon default by the tenant in observine any of the provisions othD
to terminate tne of this Declaration, the Articles of Incorporation and By-Laws of the Association, and applicable rules and reeulation
Each lease shall contain the following provision:
"The lessee hereunder acknowledges that this lease is subject to the
Declaration of Covenants and Restrictions of Oak Run, Articles of
Incorporation and By-Laws of Oak Run Homeowners Association, Inc., and Rules and Regulations provided thereunder, that lessee
has read the same, agrees to be bound thereby, and that failure to
comply ly withth same may result in certain remedies being applicable to
lessee, including without limitation termination of this lease, and
personal liability of lessee for damages."
In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee,
guest or licensee of a Homesite occupies the same without awritten 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 mers wisning wishing to lease their to lease their
Homesites and Living Units may be required byDeclarant to place in escrow with the Declarant a sum as determined by the Declarant which may be used by the Declarant to repair any to
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witn which may be used by the Declarant to repair any damage to the Common Areas and Recreational Areas or other portions of The Properties resulting from
acts or omissions of tenants (as determined in the sole and absolute discretion of the Declarant) so diereton of the Deciarant). The Owner will be jointly and severally liable with the tenant to the Declarant for any amount in
excess of such escrowed sum, if any, which is required by the Declarant to effect such repairs or suc epats or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any t, Any balance remaining in the escrow account, less an administrative charge as determined by the Declarant, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. The Declarant, at its option, shall be deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Dectarant. The Declarant shall have the right to collect attorneys' fees against any occupar or tenant and the Owner in the event that legal proceedings must be instituted instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this section.

Section 23. Fences. No fences shall be erected, constructed or placed on any Homesite.

Section 24. Gardens. No garden may be grown or cultivated on any Homesite except 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 Homesite.

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 an to charge as a result thereof a reasonable installation fee and service charge for providing the same. The service charge shall be included ded in the annual assessment, and the installation fee, if unpaid after fifteen (15) days written notice delivered Iby Declarant Declarant to Owner, O may m be levied as a special special assessment by Declarant under Article XVI. Such easements as are necessary for the connection and maintenance
othe connechion and 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" "dier or similar receiver shall be installed or exteior elecionic or electm
maintained on the exterior of any Living Unit or structure on a Homesite or on any portion of any or str sian ve listaned of
Homesite, subject to all applicable governmental laws, statutes, ordinances, rules, regulations, statutesordt ofoany porioor
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 have the exclusive right to furnish to all Owners in The Properties security services, recreational facility services, garbage and trash collection services, all as the Declarant deems appropriate, and to charge a reasonable fee for providing said services, the fee for which shall be included in the annual assessment.

Section Section 31. s Mailboxes. poxes. No mailbox or paper box or other receptacle of any kind for use
in the delivery of mail, newspapers, or magazines, or similar 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 asas oftat 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 f lle ANothing may be added or attached to the post structure or mailbox itself, including without limitation, flags, other signs, flowers, decorations, and license plates.
Section 32. Lighting. All exterior lighting on any Homesite or Living Unit must be designed and erected so as to avoid annoyance to any other Owner, and to minimize the adverse effect on the safety of the Owners of other Homesites in the subdivision. Pole lights sille will not be placed, located or permitted upon any Homesite. Coach lights may be mounted by an Owner on lish.ote gis wit hot ba
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whet the exterior of the Owner's Living Unit, after receipt of approval as to the specifications and mounting plan by the ARB.
Section 33. Yard Lights. For security purposes, all Homesites in The Properties shall have an operable front yard lamp as specified as to form and materials by the ARB. Each Owner must at all times maintain said lamp in a working condition, and insure that this light remaine remains on at
all times during all hours of darkness, and pay for such electricity as is required to so provide such light, and to maintain and repair such light.
Section 34. Clotheslines. It is prohibited to hang and/or dust garments, rugs or any other materials from the windows, balconies or from the exterior of any Living Unit. Outside clotheslines or other exterior clothes drying facility is prohibited except one portable umbrella type clothesline may be used if approved by the ARB. All clotheslines must be kept closed when not in use. Under all circumstances, all clotheslines must be located in the backyard, Private Use Area, and such clotheslines may be used until 4:00 p.m. on weekdays only. Golf Course Homesites are subject to additional restrictions per Article Article X,X, Section 6.
Section 35. Outside Storage. Decorations and Ornaments. No items, articles. oranos amamems.
No nems, articies decorations, ornamental statues, figures, lawn ornaments or other decorations of any kind,
including without limitation items including garden tools hoses ladders chatrs and oother items. shall be stored on, hung, or placed outside the Living Unit except as permitted in the confined ornlaced
oses, ladders, chhais and otner nenms,
areas reserved exclusively for Homeowner's use. No decorations may be affixed to the exterior of any Living Unit. The Owner may, however, havee seaeasonal decorations, such as Christmas decorations, for periods not to exceed two weeks prior to, and one week subsequent to, the holiday for which such decoration are applicable. Placement of any lattice or trellis is specifically prohibited from any location outside a Living Unit.

Section 36. Landscaping. Any alterations (including but not limited to additions and/or deletions) to landscaping (including turf, trees and ornamental plants) are prohibited except those which are confined in areas reserved for resident's Private Use. Excessive weeds or unsightly undergrowth within this confined area shall not be visible. All hoses which are used for watering
shall be stored by Owner out of view of the general public, except when being b used. used. Watering of landscaping shall be subject to landscaping restrictions which may be imposed by the Southwest Florida Water Management District, the utility company, or Declarant
Section 37. Window dow and and Air Air Conditioning Conditioning Units. Units. NoNo

window window or wall air conditioning or wall ar conditioning unit shall bebe permitted permitted toto bebe
placed placed inin a Living Unit. No Living Unit shall have aluminum foil

a Living Unit. No Living Unit snall nave aluminum to placed in any window or glass door, or any reflective substance place on any glass, except as may be previously approved in writing by the ARB for the purposes of energy conservation.

Section 38. Drilling. No private wells or septic tanks will be allowed except as have been previously approved, in writing, by the ARB.

Section 39. Awnings. Canopies and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior the exterior of any Living Unit unless such awnings, canopies or shutters have previously been approved inwriting by the ARB.

Section 40. Swimming Pools. Any swimming pool, lap pool, lounging spa, or other exterior water facility to be constructed on a Homesite shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

(a).
Construction must comply with all requirements set forth by any appropriate governmental body having jurisdiction over the construction.

(b).
No construction shall be allowed which will or may jeopardize the may Jeop structural integrity of any existing improvements as initially provided by Declarant.

(c).
All screened enclosures must be of the same style and type as initially provided by Declarant and must be approved by ARB prior to construction.

Section 41. Additions. No additions or other constructions shall be allowed to be built,
beyond that as initially constructed by the Declarant, unless such construction is approved previously, in writing, by the ARB.

Section 42. Boats and Lakes. No motorized boats may be used in the lakes located on
The Properties, nor shall any boats b 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 tot have clippings and refuse removed from the lakes, and the cost thereof shall be paid by any Owner who isis responsible therefor, or whose guests, invitees, licensees or tenants are responsible therefor. Such payment must be made within fifteen (15) days after delivery of a written notice therefor from Declarant to such Owner. If such Owner does not pay such amount within such period, the Declarant shall levy a special assessment therefor pursuant to the provisions of Article XVI. The use of any lake or swimming pool for boating or swimming is done at the sole risk of the Owner and the Owner's guests, invitees, licensees and tenants and the Declarant assumes no liability for any accidents occurring during such use of such facilities.

Section 43. Nuisances. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or
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ereon wiet may be or may become an annoyance or nuisance to the neighborhood, nor shall any disturbance be permitted which will interfere with the
o eig,nor sall any disturbarce de pernnted whieh will interrere with rights, comforts or convenience of other Owners and their guests, invitees or lessees. Owners
shall be prohibited from doing anything or conducting any activity which would detract or in an sh
be pro
doinganytning of conducung any acivity wrich wouid detract or in any way deter from the beauty or natural aesthetics of Oak Run. If, after receipt of written notification n from the Declarant of a
a violation of the provisions of this Section the Oune does not
correct such violation, the Declarant shall be entitled to levy a snecial assessment against wer thedoes not
Owner's Homesite for the cost of correcting the violation, as provided for in Article XVI here
Declarant may, at the its sole discretion, determine whether a violation of this Section shall be referred to an appropriate governmental agency enforced by the Declarant as provided herein.

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

ARTICLEX
Golf Course Homesite
Section 1. Golf Course Easements. The Declarant clarant or the homeowner shall grant to the Golf Club and the Golf Club Owner anan easement easement oror easements easements over over and and across across the the Common Common Areas (including, but not limited to, all Streets located in the Common Areas) for the purpose of providing access to, and facilitating the use ofthe Golf Club Facility. facilitatinoe
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. the dess e o c agents, member and employees, the doing of every act necessary and incident to the playing ofgolf on the Golf Club Facilities adjacent to the Homesites and to permit the doing of every act act necessary 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 equiuipment used in connection with maintaining the Golf Club Facilities over and upon the streets, the Common Areas sand 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 cess easemet Anon-exclusive easement is hereby granted for ingress and egress over, across and through the streets to and from the Golf Club Facilities to the Golf Club Owner, and all members of the Golf Club, regardless ofwhe Gof Chib Facilities to the whether such members are also Owners. This netner sen members are also 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 nor0, 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 storedtored on any Homesite unless stored indoor from public view. No golf cart shall be operated, placed, parked or stored on any portion orthe 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 sure. The Buyer acknowledges and understands that Buyer’s purchase of property pursuant to the Agreement shall not confer upon Buyer aany 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 within the sole course face development. Rignt to membersnip in

and absolute discretion of the owner, lessee, or operator of said golf course and facilities, from thlates sha be conterred onuy by and within the sole
time to time, pursuant to a separate application for membership or use, and pursuant to rules and ein g
ose all lactes,
om
regulations of the owner, lessee or operator of said pursuat to rires or operator of said golf course and/or facilities upon making
application therefore. Buyer also acknowledges that the golf course and facilities may beug conveyed to a third party in the future. The Golf Course Facilities are not "Recreational Areas" or "Common Areas" "as referred to in the Agreement or any documents referred to therein or made a part thereof. Buyer shall have no express or implied easement in and to the golf course and its facilities, although certain easements appurtenant to, or related to, the golf course and its facilities may encumber or otherwise affect the property being purchased by Buyer pursuant to the Agreement.

ARTICLE XI

Assignment

All rights, powers, privileges and obligations reserved to and of the Declarant hereunder may be assigned by it in whole or in part at any time and from time to time including without limitation an assignment thereof to the Association and to the Architectral Revieo board. 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. Propeny Property and casualty insurance on and insurance on the Common Areas and the
Cecreational Areas shall be maintained by the Declarant. The Declarant shall alslso purchase public and general liability insurance, and such other insurance as may be necessary on the Common Areas and traice,
Areas and the Recreational tion Areas inin the judgment judgment of the Declarant and for purposes of properly insuring the Common Areas and Recreational Areas. The premiums for all insurance policies purchased by the Declarant shall be deemed to be general expenses for Oak Run and shall be paid the Declarads by the Owners Ounant through the annual assessments nents against each Homesite.

Section 2. Living Unit Taxes. All real estate ad valorem and personal property taxes assessed against a Homesite and Livine Unit shall be the resnmental or assessed, together with any assessments made by any governmental or quasi-governmental agency
eand 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 Cmme
to paying an reat
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, nono Owner, nor the Association or any other person or entity without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of The Properties.

ARTICLE XIV

Amendment

Section 1. Amendments. The Declarant in its sole and absolute discretion shall have the right and power of amendment of this Declaration, and such amendment by the Declarant shall not require the joinder of Owners or mortgagees or the Association, , or any a other party having any interest in The Properties. . Such rightt to amend a shall include without limitation the right (a) to

amend these Covenants and Restrictions for the purpose of curing any ambiguity in or to any inconsistency between the provisions contained herein; (b) too include inn any ocontract or deed or other instrument hereafter made any additional covenants and restrictions applicable to The Properties which do not unreasonably lower standards of the Covenants and Restrictions herein contained; and (c) to release any Homesite from any part of the Covenants and Restrictions , which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation.

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

Section 5. General Provisions Regarding Amendments. An addition or amendment shall not be considered material ifit is for the purpose ofo correcting technical technical errors, or for clarification only. A holder of a first mortgage who receives a written request to approve an amendment who does not dstogage wo leceives awritten request to approve an amendment who does not deliver or post to the requesting party a negative response within thirty (30) days from the postmark date of the request shall be deemed to have approved such request.

ARTICLE XV

Termination of Declaration

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and stanmure shall inure to the benefit of the Owners, the Declarant, the Association, and their respective respective legal legal representatives, representatives, neirs, heirs, successors successors and and assigns assigns until amended or modified unii amended or моошар according according to the terms of Article XIV hereinabove set forth. In the event of and after the to the terns of Articie Xv nereinabove set roritn. in the event of and ater the assignment by Declarant of all of its rights hereunder, the consent of the Owners of Homesites to assigument by Deciarant or an of ts ngnts nereunder, the consem or the Owners of Homesites to which sixty-seven percent (67%) of the total allowable votes in the Association are allocated and wiuch sixy-seven percem (67%) of the total allowabie votes in the Association are alocated and the approval of holders of first mortgages on Homesites which have at least sixty-seven percent the approvar or noiders of nist morngages on iomesites which nave at least sixty-seven percent)otme totat votes of homesites suoject to irst morigages, shall be required to terminate (67%) of the total votes of Homesites subject to first mortgages, shall be required to terminate the covenants and restrictions of the Declaration. Termination shall be accomplished in the same velats and esttiottons of tne Deciaration renanon sual be accompiisned in the same manner as set forth for amendment to the Declaration in Article XIV, except that the specific percentages herein shall apply.

ARTICLE XVI

Enforceability

Section 1. Parties Who May Seek Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Declaration, By-Laws, Articles of Incorporation, or any Rules and Regulations, it shall be lawful for the Declarant, (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such provisions; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose

of preventing or enjoining all or any such violations or attempted violations, or any other equitable relief. Should the Declarant be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Deciarain against an Owner, conecnon of such attorneys rees may be enforced by a method in this claration providing for the collection of an annual assessment or special assessment provrong tor the conection or an annua assessment or special assessment including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The
g en
ot minted to, a foreciosure proceeding against the Owner s Homesite. Ihe 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 ofthe Deot e
ar feneuies tow ot
any obligation,
r
herd ation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right toto enforce the same thereafter as to the same breach or violation, or as to any 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 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:
laye Declalat s

y te Owecons (a)
The Declarant shall notify the Owner of the infraction or infractions.
Except ede in the case aseoaare
of a violation for failure to pay to or reimburse Declarant for sums owing by to pay to of remou
Decrant fof suns owing by Owner to Declarant, for which the special assessment may be levied after fifteen (15) days written
notice delivered by Declarant to Owner, Qy included in the notice shall chall1(be a date, time and place DRys w
where the Owner shall present evidence as to why the special assessment should not be imposed.
heime
(b)
The details of the non-compliance shall be presented to the Declarant at the
time and place provided in the notice described in subsection (a), supra, at which meeting a hearing shall be conducted for the purposes of obtaining evidence as to the levying of a special assessment, in the event that ititisis determined determined that a violation has occurred. A written decision of
the Declarant shall be submitted to the Owner not later than thirty (30) days after the hearing, after which, if Declarant determines that a violation has occurred, a special assessment may be levied against the Owner by the Declarant.
(c)
ror eacn occunence (c)
For each occurrence of a violation, the Declarant may impose a special 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)
AA special assessment as provided in this Article shall be due and owing not speciar later than ten (10) days after the written decision as provided in subsection 2(b) above.
(e)
Any special assessment levied in accordance with this Article may be enforced by the Declarant in the same manner as the enforcement offaa regular annual assessment provided for in Article VI of this Declaration, including placing a lien on the Owner's Homesite and foreclosing same.
Section 3. Legal Proceedings for Violations. If any person shall violate or attempt to violate or in any way fail to abide by any of these Covenants and Restrictions, or any rules and regulations promulgated pursuant to these Covenants and Restrictions, it shall be lawful for the Declarant, or any other person(s) owning any Homesite in The Properties to conduct such legal proceedings as are available to enforce compliance therewith, to prevent further or continued violations, and to recover damages, attorneys' fees, court costs and litigation costs and expenses for such violations or attempted violations.
Section 4. Right to Enter & Levy Assessments. The Declarant, or its employees, agents or assigns, after giving an Owner reasonable notice and opportunity to cure a violation of these Covenants, may enter upon a Homesite for the purpose of curing the violation, and the same shall have no liability to the Ówner, whether for trespass or otherwise, as a result of such entry upon the Homesite. The Declarant may impose a special assessment pursuant to Article XVI in an amount to be determined in the sole and absolute discretion offthe Declarant Declarant against any Owner
who fails to abide by, or whose guests, invitees, licensees and a tenants tenants fail f to abide by, any of these
Covenants and Restrictions, or any rules and regulations promulgated hereunder.
Section 5. Restriction on Use of Recreational Facilities. In addition to all other remedies, an Owner, his tenants, invitees and guests may be barred from the use of the Recreati Areas for any failure to comply with these Declarations, but such barring shall not suspend the obligations of such Owner to pay all outstanding expenses due hereunder.
ARTICLE XVII
Condemnation and Reconstruction and Repair
After Casualty or Condemnation
Section 1. Declarant Agent in Condemnation Settlement. The Declarant shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Areas or Recreational Areas, or which touches upon, concerns or affects the use of the Common Areas or Recreational Areas; and an the Declarant shall represent the Owners of Homesites and is hereby irrevocably appointed agent for each Owner of a Homesite in any condemnation condemna
proceedings or in negotiations, settlements s and aagreements with
the condemning authority for acquisition of the Common Areas or Recreational Areas, or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas or Recreational Areas by a condemning authority, all awards or proceeds of settlement shall be payable to the Declarant and it shall disburse such award or proceeds to the Owners of Homesites and their mortgagees as their interest may appear.
Section 2. Reconstruction or Repair of Common Areas. Any reconstruction or repair of oepal ooon yaas. Ay reconstrucion or repa 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 thtas sao
ust be
not, then according to plans and specifications approved by the Declarant which shall be of similar kind and quality as the original plans and specifications.
Section 3. Repair or Replacement of Living Unit. Each Living Unit Owner shall be required to reconstruct or repair any Living Unit destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss. If Owner fails to repair or reconstruct a damaged unit, the Declarant may, at its sole discretion, replace unit and charge Owner all costs of

repair or replacement. The plans and specifications for the repair or reconstruction of such Living Unit must be approved by the ARB. Such costs for repair or replacement will become a lien on the Homesite andd ifnot paid within 1 within fifteen (15) days, after written notice thereof is delivered to the Owner by
Homesite pursuant by to Article XVI. Declarant, the Declarant may levy a special assessment upon such Owner's
FILE: 99019926
OR BOOK/PAGE: 2615/1357
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ARTICLE XVII
General Provisions
Section 1. Modifications. The Declarant reserves the right, in its sole and absolute discretion, to make modifications, clarifications, changes and interpretations of all restrictions and covenants contained herein, and the Declarant's determination shall be final.
Section 2. Invalidation. The invalidation of any provisions of these Covenants and Restrictions, or this Declaration, 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 date the notice has been deposited in the United States mail, postage prepaid, addressed to the last kown addposted in the Onted states mau, 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 for The Properties shall run with the title to all of the land, tracts, parcels and Living Units run described in Article II hereof and will be binding upon the Owners of all Living Units and Homesites within The Properties, their successors and assigns in title until December 31. 2015. 20 Thereafter, these protective Covenants and Restrictions shall automatically be renewed for eceb
31,201
to 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 ce any a of these Covenants and Restrictions as a shall not nullify any of the Covenants and Restrictions, or in any way be interpreted as a waiver by
the Declarant, Owners or Association, of the right to object to and enforce by proceeding at law or in equity against any person or persons violating or attempting to violate any of the Covenants and Restrictions contained within this Declaration.
Section 5. Validity. If any portion of this Declaration is declared unconstitutional or if the applicability of this Declaration against any person or in any circumstances is held invalid, the validity of the remainder of the Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section or portion of such Covenants and Restrictions shall be held invalid or unconstitutional by a court of competent competent jjurisdiction, 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.
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FILE FILE: 99019926 OR BOOK/PAGE: 2615/1358
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IN WITNESS WHEREOF, the Declarant, Oak Run Associates, Ltd. a Florida Limited Partnership, the owner of those certain tracts of land which have been made subject to the provisions of this Declaration, has caused this instrument to be executed as of the day and year first above written.
Signed, sealed and delivered
in our presence as witnesses:
Rm
Print Name: Porricia Loaderc
GmA
Print Name: JAmes
A. Be11

OAK RUN ASSOCIATES, LTD., a Florida Limited Partnership
By: Development & Construction Corporation of America,
its General Partner
Bv: DyKulbir Ghumman,
Its President
STATE OF FLORIDA
COUNTY OF MARION
BEFORE ME, personally appeared KULBIR GHUMMAN, well known to me to be the person described in and who executed the foregoing instrument as President of Development & Construction Corporation of America, General Partner of Oak Run Associates, Ltd, a Florida Limited Partnership, named therein as owner of those certain tracts of land which have been platted as Oak Run, Linkside, and who executed the foregoing instrument as such officer in the name of and on behalf of said corporation for the purposes therein expressed.
WITNESS my hand and official seal in the County and State last aforesaid this 10 day
of Nouomber 1998.
NOTARY PUBLIC-STATE OF FLORIDA
DANA S MIELCZARCZYK COMMISSION #CC785787
EXPIRES 9/28/2002
Ðiảna SiMilaaut Notary Public, State of Florida Notary Puoie, State or Name: Diana S.Mielczarczak (type or print)
BONDED THRU ASA 1-0-NOTARYI MY COmmission expires: expres Commission No: -26.2002
Personally Known

-OR- Produced Identification
Identification Produced
FILE: 99019926
OR BOOK/PAGE: 2615/1359
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This instrument prepared by: Priya Ghumman
Development & Construction
Corporation of America
8863 SW 104th Lane
Ocala, FL 34481
20