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MARION COUNTY, FL
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FIRST AVE. @ BROADWAY POST
OFFICE BOX 1869
OCALA, FLORIDA
34478

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE PRESERVE

KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration", made and entered into on this G121
day of DEC, 2EC
199 23by OAK RUN ASSOCIATES, LTD.,
a
Florida Limited Partnership (hereinafter referred to asas the" "Declarant"), owner of those certain tracts of land which have been platted as Oak Run.

WITNESSETH:

WHEREAS, the Deciarant is the owner of that certain tract of land which has beenWHSKSAD, platted asthe
The Deciatt Preserve, is a th subdivision per the plat thereof, recorded in Bat Plat Book 2, at Pages 194 through 200. of
the Public Records of Marion
County
Florida
of which all of said property as platted shall hereinafter be
called
he "Subiect Property", and Declarant desires to create on the Subject Property a residential community with open spaces and other common facilities for the benefit of the community; and

WHEREAS, the Declarant has previously platted certain tracts of land subject to the Declaration of Covenants and Restrictions of Oak Run
dated
January 30, 1991, and recorded in OR Book 1716,
atat Page 0868, of the Public Records of Marion County, Florida (the "oak
Run Declaтaпоп
da
n "Oak Run Declalaration"
was subsequently amended by Emense Amendments to subject additionalal platted properties as Additions to its Subject Property (as defined therein) anand the Common Areas and
Kai
TSOS
AE
fon th are now

to
the
terms and provisions of the Oak Run Declaration
are maintained for the
m as benefit penerfit ortne of the Owners’ properties located within the master community known as Dak
2
Run; and
WHEREAS, the Declarant desires
to provide for the preservation and
hhanacement of the property values and amenities in the community and for the eter of the
Common
Areas and Recreational
Areas and improvements
93 DEC 23 AHI:52 thereor and, for this reason, desires to subject the Subject Property to the aseon tovena restrictions, easements, charges and liens in this Declaration, each
and aallofohich
is and
are for the benefit
of such property and each owner
ther
nereotof; and
WHEREAS, the Declarant has deemed it desirable, to create an entity for organizing the recreational, social and cultural activities of Oak Run and to that
end Declarant has incorporated under the laws of the State of Florida, as a nonprofit corporation, Oak Run Homeowners Association, Inc., for the purposes of
exercising the functions stated above, wni
отао
so yO
mi 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
ContatOW, THEREEOк,cs
rihed as the Subiect Contained. the Declarant declares that the real property described as the mained,
the Decilant decidтэc
od
ma
hereafter be made Toperty in Article I,
and
such additions thereto
as
may
ursuant to Articie II hereof, is and shall be held. transferred
sold. conveved
d occupied subiect to the covenants, restrictions, easements charges and liens ana occndrap s
nd Doctmictione")
set
forth
in
this (sometimes
referred
to
as "Covenants and Restrictions")
Declaration and that such
Covenants and
Restrictione shali run with the real
property and be binding on all parties having any right, t, title or interest in the Subject Property or any

addition thereto as described herein, including their
heirs, personal representatives, successors and assigns.
K/989 PG199
BK1999PG1197
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
any recorded subdivision plat of the subject Property or Additions to the Subject Property, intended
other than the Homesites and Recreational Areas, which
areas are to be used and enjoyed by owners of Homesites in the Subject Property and Additions to
Subject Property, which include without limitation, any private roads, and drainage areas, easements
for roads, walkways, parking
areas and paths and utilities, and all improvements now
or hereafter constructed thereon including, without limitation, streets, lighting systems (except for light
posts on
any Homesite, the operation, maintenance and electricity of which shall be the
responsibility of the Homeowner of that Homesite), signage, structures, lakes
and landscaping thereon.
For F the
purposes ofof this
Declaration,
the term
"Common Areas" shall include all Common Areas as defined in the Declaration of
Covenants and Restrictions of Oak Run dated January 30, 1991, and recorded in
Book 1716, at Page 0868; of the Public Records of Marion County, Florida, and
any Common Areas contained within any Additional Properties which have been
previously,
or are subsequently, made subject to the Declaration.of Covenants
and Restrictions of Oak Run recorded in OR Book /98:9 at Page l/96 of the Public and Restuictions of
Oak Run recorded in OR BOOK2 at Page/17
of the Pubnc
Records of Marion County, Florida, in accordance with the OR
thereof.
with the provisions of Article II
(c) "Declarant"- shall
mean
OAK
RUN
ASSOCIATES,
LTD.,
a Florida
Limited Partnership,
owner of those certain tracts of land which have been

platted as Oak Run.
(d) "Declaration"
Restrictions of Oak Run.
-
shall
mean
this
Declaration
of Covenants and
(e)
"Living Unit"
- shall
mean and refer to any buiiding or portion of a
building situated upon a Homesite designed and intended for use and occupancy
as a single residence.
By way of example, but not limitation, the term "Living
Unit" shall include a townhouse unit,
oro any other form of single residential
dwelling, whether attached or detached.
(f)
"Homesite"
- shall
mean and refer to any plot of land shown on any
recorded subdivision plat of The Properties which has been designated by the
Declarant to contain aà Living Unit.
The word Homesite shall also include the
Living Unit located thereon when one has been constructed on the Homesite.
(g). "Member" of the Association
-
Owners of a Homesite and the Declarant. shall
mean and
refer to
all Owners,
(h) "Owner"
- shall mean and refer to the record owner, whether one or
more persons or entities,
of the fee
or undivided fee interest in any Homesite
located within The Properties, including the Declarant, but shall not mean or
refer to any mortgagee unless and until such mortgagee has acquired title
pursuant to foreclosure or any proceeding in lieu of foreclosure.
(i) "Recreational Areas"
- shall
mean and refer to the areas of land shown Recreational Areas
- snatT mean and reler to the areas or land shown and designated
on
any recorded subdivision plat of the Subject Property
or
a desigd on any teorpap smomArsro
deot
ma sm
opeт
oт Additions to the Subject Property as "recreational areas" and shall be used for
recreational recreational social social and and cultural cutural purposes purpo
by the Association and the Owners and
their guests, invitees and lessees.
(1)
"Rules and Requlations" - means any and all rules and regulations duly

("Res and Redaus
prommugated promulgated byby the the Declarant Deciarant under un
the Declaration and Articles of Incorporation
and By-Laws of the Association.
-2-
N1-989 PG.
(k)
"Subied ect Property"
- shall mean and refer to all propererty included wit within
the plat oof The Preserve,
ccording to the plat thereof recorded in Plat Book
at Pages 194 through gh 2, of the Public Records of Marion County, florida. The Declarant reserve
ses
the
right
to
make
sucn
cnanges
aoT modificati ations to the plat as are required by appropr governmental authorities;
or as are generally consistent with the quality of thte development of the plat.
(1)
"Additions to Subiect Property"
- shall mean and refer to those portions
of the real Property
aesc.cribed in Exhibit "A"
or
any other property which the scribed
o OT ml dodLy
w Declarant now now owns owns orof manemay acquire in the future which becomes subiect to this
applemental Declaration under the provisions of Article II
deатоп
от any supieneohatd
feom tima to hereof.
Such Additions to Subject Property, which shall be added from time to
time may be of any size and contain any number of Homesites and in any sequence eптобат
inn
seuence
andeay any commercial ot any se or multi-family developments
as
determined solely by the
Declarant,
along
with
any Common
Areas
and
Recreational
areas
deemed
annsta ho tha
lara appropriate by the Declarant.
(m)
"Oak Run"
or "The Properties"
- shall mean and refer to the Subject
Property, the Additions to Subject Property, and all properties which are subject tha
to the terms and provisions of the Declaration of Covenants and and Restrictions of

Oak Run dated January 30, 1991 and recorded in OR Book 1716 at Page Ø868, of the Public Records of Marion County, Florida, and any supplement or amendment thereto.

(n) "Neighborhood" - shall mean those separate areas designated as Neighborhoods on the plat for the Subject Property and the plats for Additions to Subject Property.

(o) "Oak Run Declaration" - shall mean mea and refer to the the Declaration of Covenants and Restrictions of Oak Run datedatad92 DEC 21 and 1993 recorded in OR Book 1981, at Page 1/1, of the Public Records of Marion County, Florida, together with any amendmentnts or supplements thereto.

(P) "Natural asement shal et e (p) "Natural Easement" - shall mean and refer to the natural vegetation which consists of Long Leaf Pines, Turkey Oaks, Blue (Black) Jack Oaks, Laurel Oaks, Live Oaks and Overcup Oaks on well-drained uplands. These areas have a ans, Hive oass e ud oes chruhetatien udar the nines natural pine needle mulch with palmetto and shrub vegetation under the pines.

ARTICLE

Property Subiect to this Declaration and Additions to Subiect Property held,

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

Section 2. Additions to subiect Property. The Declarant, from time to time, and at anyny time, may in its sole and absolute discretion cause additional lands to become subject to thís Declaration, which additional lands have been hereinabove defined as Additions to Subject Property; and until such time as such additions

are made to the Subject Property in the manner hereinafter set forth, no real property other than the Subject Property shall be affected by or become supjeст 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 thisis Declaration and the Supplemental Declaration to which such property is subject.

Section 3. Supplemental Declaration of Covenants and Restrictions.

Each of the Additions to Subject Property authorized under this Article shall be made by the Declarant filing of record a Supplemental Declaration of Covenants and Restrictions with respect to that Additions to Subject Property wnich suart shall subject that particular Additions to Subject Property to the scheme or the of the covenants and restrictions of this Declaration as such scheme may be hereafter covenants and resticdons of ts елтетепоп al modified or amended as provided for herein or in said Supplemental Declaration of Covenants тр otricione and Restrictions. Such additions shall be made whenever the

Declarant in its sole and absolut olute discretion deems appropriate, but in no even shall any Supplemental Declarations making adoditions to Oak Run De recorded after thirty (30) years from the date this Declaration is recorded in the Public Records of Marion County, Florida.

Such Supplemental Declaration shall be made by Declarant and shall not require consent of any Yperson от entuity, inctudrng or entity, including without limitation, any Owner, Member, mortgagee of a Homesi sitena orот Living иу Unit, e, or the Association. m

Such Supplemental Declaration mamay contain such additions and modifications to these Declarations and additions and modificat ations of the covenants and restrictions contained in this Declaratioon as may be necessary to reflect the different character, if any, of the Additions ons to Subject Property.

The Owner of each Homesite in any Additions to Subje ject Property shall become a Member of the Association when the Supplemental D Momtar of tha neensistion han tha niamantalnDeclaration of Covenants and Restrictions submitting the Additions to Subject Propeerty in which the Homesite is located1 to the

terms of this Declaration, is recorded d in the Public Records of
Marion County, Florida. At and after that time the Owner may
exercise all ahts
of a Member of the Association, including the right to vote, and shall become
subiect
to
the
terms
and
conditions
of the Declaration
as provided in the
Supplemental Declaration. including without limitation the obligation for pavment
of assessments as provided therein. rein.
At the time Declarant ant submits any of The
Properties to this Declaration or a Suppiemental Declaration, real estate taxes for
that year shall be pro-rated. and Declarant shall be responsible for paving that
portion of such taxes for the period prior to such submission.
Upon filing any supplemental Declaration of Covenants and Restrictions shall be considered a part
of the Declarations and the term "Declaration" as used herein shall include such
Supplement mtal laration.
ARTICLE
LE III
Rights in the Common Areas and Recreational Areas
Areas. Ateseas.
Subject Subject toto the the provisions provisions ofor
ёарtol
Owier s gasements in comme Declaration,
every Owner,
his of this Section 2
the additional provisions
guests, invitees, ncensees and tenants shal nave a ightand deldetna quests, invitees, licensees and
tenants shall have
a right and perpetual nonexclusive easement or enjoyment and use n and recorded plat exclusive
easement of enjoyment and use in and to all the Common Areas, for the purposes for whien they are
created as desbdasement shall
be purposes for which they are created as described herein or on any recorded plat wherein such
Common
Areas
are described,
and
such
easement shall
appurtenant to and shall pass
butnot appurtenant to and shall pass with title to every Homesite or Living Unit.
Such
easements of enjoyment and use shall include, but not be limited to, the Owner’s right of ingress and
egress
over the streets, roadways and walkways
on the odetess ttgu Common or giess anurroses non Areas Areas for for
purposes purposes of access to a Homesite or Living Unit, and Declarant shall have
a right of ingress and egress for itself and its guests,
agents, employees,
invitees, licensees and
tenants over such streets,
roadways and walkways during any time the Declarant is constructing or repairing a I repairing
a Living Unit
thereon, renting renting a Living Unit belonging to Declarant, or providing any other service or activity

reguired of
or allowed to Declarant in the Declaration.
No
Homeowner shall have any greater oror 1lesser riights than any a other o 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 Deciaration is recorded in the Public Records of Marion
County, Florida,
all
Owners in Oak
Run,n, whether in any Neighboorhood described in the plat for the the SiSubject Property
or theh
plat for any Additior tions
to Subject Property, shallall have
a right and
perpe petual non-exclusive -exclusive easerasement of enjoyment and use in all the Common Areas
in Oak Run, regardless of where the Common Areas
are located, , and an such
easement shall be appurtenant to and shall pass with title to every Homesite or
Living Unit.
20
2
ecreational
areas. Section
3.
Recreational
Areas.
Declarant intends intenas
toto
construct construct certa certain
improvements
on the Recreational Areas for the
use of the Owners.
Declarant improvements on the Recreational Areas for the use or the Owners.
Declarant
reserves the right to provide for some or ef or the owners or Living onits in any reserves the right to
provide for some or all of the Owners of Living Units in any
Additions to Subject Property in Oak Run developed after the Subject
to
Lerti
have the right to use some or all of the Recreational Areas on
a non-exclusive
apSтc AYeTצפ-or ט מזז סנטס דנטד מטט עפרד בוב A OTTD דמס ר ר

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owners
n
e snject ropelty and
ewise Deciarant reserves thne basis with Owners in the Subject Property and likewise Declarant reserves the
right to allow some or all of the Owners in the Subject Property to use some or all ig
o
mow soше от аore owters ma subject Property to use some or aп
ofof the Recreational Areas in any Additions to Subject Property on
a non-exclusive
basis with the Owners in such Additions to Subject Properties.
BK1989 PG1200
Section 4. Delegation of Use.
Any Owner may delegate his right of enjoyment to
the Common Areas and Recreational onal Areas to the members of his family, his bona fide guests and invitees (defined as any guest staying with the owner for twenty four (24) hours or more), his tenants, and contract purchasers who reside in his Living Unit, subject to such rules and regulations that may be established from time to time by the Declarant.
All guests must be accompanied by a resident any time guests are using any Recreational Areas.
Section 5. Rules and Regulations. Declarant shall shall have the right in its sole and absolute discretion to adopt, modify, amend and terminate at any time and from time to time rules and regulations for the use of the Common Areas and the
Recreational Areas.
ARTICLE IV
The Association
Section
1.
Association.
Oak
Run
Homeowners
Association,
Inc.
(the "Association"),
a Florida corporation not-for-profit,
has
been organized
a to
provide for organizing the recreational, social and cultural activities of Oak Run.
The Association shall act in accordance with the terms and provisions of this Deciaration, the Articles of Incorporation of the Association attached hereto as Exhibit "B", and the By-Laws of the Association, attached hereto as Exhibit "C"
Section 2. Membership. Every Owner of
a Living Unit
or Homesite and the
Declarant shall be a member e
of the Association. Associaion.
Except xcept inin

the the case case ofof Declarant,. Deciarant membership shall be appurtenant to and may not be separated from ownership of any livind tinit or Homesito any Living Unit or Homesite.
Section 3.
Voting Rights.
follows:
The voting rights in the Association shall be as
(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 as by other members as provided in the Articles of Incorporation of the Associatiol
.
(b) All Owners of Homesites shall be entitled to one vote for each Homesite
persons shall be mele Homesite.
in the event all of the Owersf persons owned. When more than one person holds an interest in any Homesite, all such shall be members, but in no event shall more than one vote ofbe a cast Homesite with cannot however, agree that
on any vote, no vote shall be cast for such Homesite, provided the Owners of the Association may conclusively rely on the vote cast by any of
a Homesite as being authorized by all such Owners unless Association has been notified in writing to the contrary by one of such Owners.the
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 rules concerning T’he Properties, and the books, records and financial of the Association.
The Association shall be deemed to have made such items available, if they are available for inspection,
upon request,
during normal business hours or under other reasonable circumstances.
Any holder, insurer or enstuess noors or
der other reasonable circumstances.
Any hoider, imsurer or guarantor of
a first mortgage
on all
or
a portion of The Properties, including
Homesites, shall be entitled, upon written request, to a financial statement for tho immadiatl
м rahnasalancil stdtement тОт the immediately preceding fiscal year, free of charge to the party so requesting, meaery peceg usoel yea
mee of
arge to the party so requesting and such statement shall be furnished within
a reasonable time following said
request.
Section
5.
Notice to Mortqagees. upon written request to the
Declarant
identifying the name and address of the holder of the first mortgage on a Homesite or Living Unit, or the insurer or guarantor of such first mortgage on a Homesite or Living Unit and the Homesite or Living Unit number or address, a holder of a first mortgage on a Homesite or Living Unit or insurer or guarantor of said first mortgage shall be entitled to timely written notice of:
(a) Any condemnation loss or casualty loss which affects
a material portion
of The Properties oror anyy Homesite
or Living Unit
on which there is
a first
mortgage held, insured, or guaranteed by such requesting party

Owner
(b)

Any delinquency in the payment of assessments or charges owed by an of a Homesite or Living Unit subject toto a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for
a period of sixty (60) days.
(c) Any lapse, cancellation or material modification of any insurance policy
or fidelity bond maintained by the Association.
(d) Any proposed action which would require the consent of
a specified percentage of first mortgage holders.
Section
6.
Director for Declarant.
The Articles
of Incorporation of the Association shall and does provide that Declarant shall always be entitled to appoint one member to the Board of Directors of the Association.
Section
7.
Dissolution of Association. Association.
In the event event off dissolution of the Association tion for for
whatever whatever reason, reason, any any Owner Owner oror

the the Declarant may petition the beclarant Circuit Court of the Fifth Judicial Circuit
of
the
State of Florida for the appointment of a receiver to manage the affairs of the dissolued of a receiver to manage the affairs of the dissolved Association and The Properties in the place and stead of the Association. and to in the place and stead of the Association, and to make such provisions
be ovstons asmay be necessary and
for the continued management of the affairs of the The
Properties,
including
reinstatement
of
the Association as an active Florida corporation.
ARTICLE V
Membership in the Association
Section
1.
Member.
The Members of the Association shall
consist of the
t Declarant, and all Owners of Homesites within The Properties provided that any Fn
t such
person
or
entity
who
holds
an interest merely
as
security
for performance of any obligation shall not be a Member, er, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of forecilosure. the
section Section 2.2.
Change of Membership. embership. Change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida, a deed
or other instrument establishing
a record
title

to
a Homesite in The Properties.
The Owner designated by such instrument thus becomes a Member of
the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association and Declarant of the recording of the deed or
other instrument establishing record title and shall furnish the Association and
Declarant a certified copy of such instrument.
ARTICLE VI
Run;
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 Deciarant for the purpose constructing.
maintaining.
operatingrepairing
and
replading
improvements
on the
Common
Areas
and
Recreational Areas;
enforcing
the odeeмибтабaring
and
replacing
Covenants and Restrictions: and for the maintenance operation
repairing r
and replacing of properties, services and facilities which have been constructed.
installed
or furnished; or
may subsequently
be constructed, installed
or furnished, which are devoted to the purpose and related to theheue use and enjoyment.
of the Common Areas and Recreational Areas including, but not limited to, the not payment of taxes, and insurance thereto, on the Common Areas and Recreational
Areas, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.
The assessments
shall also be used for maintaining the lawns and landscaped areas of the Common
Areas and Recreational Areas, and for all utility costs including electricity.
water,
gas and telephone used in connection with the foregoing,
garbage and
trash collections, twenty-four hour security service, cable television reception
service, and an exclusive closed circuit
television channel, and for road Oak Run
and drainage facilities. repair and maintenance.
The assessment mav also provide
Leasone reserves ior nererred maintenance and replacements, for construction
or Common
Areas.
Recreational
Areas, and
shall
also

be used as a means of enforcing compliance with these restrictions. of

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 instaliments 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 (which is subject to a specific assessment as described in subsection (3) below).

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

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

(4) THE ANNUAL ASSESSMENT DOES NOT INCLUDE ANY CHARGE FOR, NOR SHALL THE ASSOCIATION OR DECLARANT BE RESPONSIBLE FOR, THE. sH OI IMKD TKASN KOM ANY HOMESITE. OWNER OF ANY HOMESITE SHALL BE SOLELY RESPONSIBLE FOR THE REMOVAL OF YARD TRASH FROM A HOMESITE, AND SHALL BEAR THE EXPENSE OF SUCH TRASH REMOVAL.

The Declarant shall not be required to pay any assessments whether annual, annual, special or road and drainage easements; for any Homesites or any other property it owne nk u hlt hall snSES L н ет property it owns in Oak Run. The Declarant shall instead be obligated to pay costs and expenses properly incurred in excess of amounts collected from Owners other

than the Declarant for regular annual assessments.
All such assessments,
together with such interest thereon and costs of
collection
thereof
including.
without
liitation,
reasonable
attornevs'
fees
incurred by the Declarant incident to the collection of such assessments whether
or not judicial proceedings are involved
and appeals. if anv. shall constitute a
continuing lien
upon the Homesite against which each such assessment isis mod made.
Said lien shall be effective from and after the time of recording a claim of lien in
the Public RecoOrds of Marion County, Florida, and the lien shall continue in effect untii all sums
secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be
entitled to a recordable satisfaction of lien. Each such assessment, together with with interest thereon
and cost of collection,
including without limitation, reasonable attorneys' fees incurred by the Declarant
incident to the collection of such assessment whether or not judicial proceedings
are involved, and appeals, if any, shall sh also be the personal obligation of the
person who is the Owner of such Homesite at the time time the assessment is due and payable.
No assessments may be offset by any claims by any Owner or the Association against Declarant for
any reason.
-
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Section 3.
Delinguent Assessments.
If any annual assessment or installment thereon is not paid within thirty (30) days after the due date, a
late fee may be
charged by the
Declarant,
and the Declarant may accelerate the remaining installments instauments ofof the the regular regular
annual annual assessment assessment for for that that calendar calendar year year which witton
otherwise would
not be due,
and declare the entire
assessment
as to that
delinquent Owner due and payable in full as if the entire amount was originally
assessed.
Interest
shall
accrue
on
any
unpaid
assessment whether
or
not
accelerated, at the highest rate allowed by law.
Accounts delinquent in excess of

e
stlohla
eeunts
in evrace nf
sixty (60) days or those twice delinquent more than thirty (30) days may be cherned
for tho amant for tha nout
siandar rasr t charged for the annual assessment for the next calendar year in advance and
t es siii ve subject
io
tne
same colieccions,
lien and foreclosure proceedings
as
otherwise provided for herein. herein.
NoN Owner may waive or otherwise escape liability
for the assessments provided for herein by nonuse of the Common Areas, the
Recreational Areas, oror abandonment of his Homesite.
Section 4.
Rights of Declarant to Collect Delinquent Assessments.
Liens
for
assessments may be foreclosed by suit brought in the name of the Declarant in
like manner as a foreclosure of a mortgage on real property.
The Declarant may
also sue to recover a money judgment for unpaid assessments against the Owner
personally obligated to pay same without waiving the lien securing same.
クー
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Section 5.
Method of Setting Annual and Road and Drainage Assessments.
The Annual and Road and Drainage
Assessment shall
be initiated, increased
or decreased in accordance with the following provisions:
(a)
The Annual Assessment may be initiated, increased or decreased by the Declarant after considering
current construction, operation, maintenance and repair
costs and
expenses
and
estimated
future construction,
operation maintenance and repair costs and expenses.
The initial Annual Assessment for each Homesite are subject to the terms and provisions of this
Declaration shall be each Homesite are subject to the terms $904.80 per annum, payable
in advance in equal monthly installments of $75.40 per per month month onon
the the first first day day ofof

each each month, month, uuuntil January 1, 1994.
After January
T964
a 1, 1994 the Annual Assessment may be adjusted in a sum equal to the percentage
of the increase or decrease of the Consumer Price Index, averaged out for the
preceding twelve (12 month period).
The Consumer Price Index referred to
hereim shall be the Consumer Price Index, U. S. Average ofof Items and Foods, published by the
Bureau of Labor Statistics of the U. S. Department of Labor.
(b).I’ne road and drainage assessment shall be determined, paid, collected The and enforced in the

same fashion as the Annual Assessment.
The initial drainage asse
Assessment.
road and
shall be: $75essment tor each Homesite subject to the terms of this Declaration per annum, payable in advance in equal monthly installments of auy $6.30 per month until January 1, 1994.

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

Section 7. Certificate of Assessment Liability.
Upon demand, the Declarant shall furnish a certificate in writing signed by an officer of the Declarant to any Owner ta a liable for an assessment.
The certificate shall state whether said assessment has been paid and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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

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

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

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

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

ARTICLE VII
Architectural Review Board

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

as the ARB, create a
committee which shall thenceforth be and constitute the ARB.
In the event a
member of such committee resigns
or becomes unable to serve thereon,
Declarant shall appoint his or her successor.
Section 2,
Review by Architectural Review Board.
In order to enhance, maintain
and preserve values of The Properties and all Living Units and Homesites located
therein, and subject to
Section 8 below,
no building, fence, wall,
or other
structure or improvement (including landscaping) shall be commenced, painted,
erected or maintained upon The Properties, nor shall any exterior addition to or
exterior change or alteration be made to any previous improvement on a Homesite
nor shall any awning, canopy, shutter, or antenna be attached to or placed upon

outside walls or roofs of buildings or other improvements, until the plans and specifications showing
the nature, kind, shapesubmitted to and approved in materials, color selection, and location of the
same shalon and location in relation to surrounding have writing writing as to harmony of exterior
design as to harmony of exte
ARB and until the ARB has received assurance structures and topography bmage to the Properties as
a result of such ad by the additions or acceptable to it that abaired in
a timely fashion.
The ARB shall review such acceptable to it that any
information
alterations information wil toto

determine determine be repairermony harmtony harmony of exterior design, color and location in
relation or egraphy. to surrounding structures anedтednThe ARE mav condition its appro to
surrounding structures and topography.
Development must be one story
provided the criteria of met.
of proposals and plans andthespecifications ARE are
s as it deems appropriate, and may require sion of additional or other information prior to or plans and
specifications or other disapproving material subn plans and ubmitted.
The ARB may also issue rules or duidelines setting forte as it deems proper including, without
linitation approving or disapforth procedures for the submission of plans and specificatione plans, site
plans, ne
drainage plans, elevation drawings and descriptions or samples or
ceipt by the ARB of any reguired plans
and of exterior specifications. materials the and ARB colors. shall upon have Ie thirty n
(30)
davs after delivery
of all rials to approve or reject any such plans, and if not approved within such s
thirty (30) day day period. said plans shall be deemed reiected.
The
ARB’s approval or disapproval as required in these covenants shall be in writing.
All changes
and alterations
shall
also
be subject
to
all applicable permit

requirements and
to all applicable governmental laws, statutes,
ordinances,
rules, regulations, orders and decrees.
Section 3.
Approval Not to be Construed Construed asas Waiver. Waiver.
The T approval by the ARB of
any proposals or plans and specifications
or. drawings for any work
done
or
proposed, or in connection with any other matter requiring the approval and
consent of the ARB, shall not be deemed to.constitute a waiver of any right to
withhold
approval
or
consent
as
to
any
sumilar
proposals,
plans
ana
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 tten notice of completion to the ARB.
(b)
Within thirty (30) days thereafter, the ARB
or its duly authorized representatives may inspect such improvement.
If the ARB finds that such work is not effected in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifving the particulars of non-compliance. The.thirty (30) day period shall
not
commence
to
run until
the ARB receives from the Owner,
a notice of
completion.
The Th ARB may ma in its discretion inspect the improvements while the
same are being made or constructed or upon completion and notify the Owner of
non-compliance even if the Owner has not given the ARB notice of completion.
(c)

The ARB, if it is composed of other than the Declarant, shall simultanecusly, upon notifying the Owner, notify the Declarant in writing of the non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

If a non-compliance exists, as determined in the sole and absolute discretion of Declarant, the Declarant shall notify the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of delivery to such Owner of notice of the Declarant's determination or noncompliance.

The Owner shall be obligated, to comply with such notice, and if the Owner does not comply with such notice within such period, the Declarant, at its option, may either remove the non-complying improvements or remedy the noncompliance and the Owner shall reimburse the Declarant after delivery by Declarant to the Owner of written notice thereof for all expenses incurred in connection therewith.

If such expenses are not paid by the Owner to the Declarant within fifteen (15) days of such notice, the Declarant shall levy a special assessment against such Owner for reimbursement.

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(d)

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

(e)

If an Owner does not obtain the approval of the ARB as provided herein, and proceeds to make any improvements on a Homosita wh тэтэ1 on

a Homesite which require
ARB
approval, the ARB upon actual discovery of such improvements mav within thirty (30) days of such discovery approve them
as being
in accordance with the
requirements for approval, or the ARB
may within said thirty (30} day period
notify the Owner. in.writing of the non-compliance of those improvements.
The
ARB shall then proceed as is provided in Section 5(c), Article VII.
section Section 6.
Limitations
G tions
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 the performance or non-performance of the ARB'S
duties hereunder, unless due to the to the willful misconduct of a member and and only the member engaging in such willful misconduct shall have any liability in s in such event.
The.
ARB shall review and approve or disapprove all plans submitted
to it for any proposed improvement, alteration
oFor addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result either in the immediate vicinity of such Homesite or to The Properties in general.
The ARB
shall take into consideration the aesthetic aspects of the architectural designs
placement of buildings, landscaping,
color schemes, exterior finishes
and 'materials and en sma similar features, ades, but but shall not be responsible for reviewing, nor shell not be responsioie for reviewing, nor
shall its approval of any plan
or design be deemed approval of, any plan or design
from the standpoint
of structural safety,
warranty
of design, s'eddter ote
de
ofesig
e deemed approvar or, any plan nasr conformance with building or other codes. ro
Section 7. Variances. The ARB may authorize variances from compliance with the section architecturnatural
nitectural provisions obstructions, of this Declaration when circumstances such as considerations hardship,
aesthetic
or environmental require.
Such variances must be evidenced in writing. If such in variances contained are granted, no violation of the covenants, conditions and restrictions matters for in which this Declaration the shall be deemed to have occurred with respect to the variances were granted.
The granting of such a variance
a variance
shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance,

nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority,
nor to obtain
a similar variance from other architectural committees having
jurisdiction.
Section 8.
Exemption of Declarant. The Declarant shall be exempt from the
provisions
of
this
Article
VII and
all subparts
thereof
with
respect
to improvements, alterations and additions which Declarant determines to make in The Properties and this shall be so whether said improvements are to the Living Units and Homesites or are in relationship to the Common Areas.
section 9, Attornevs' Fees and Costs.
For all purposes necessary to enforce or
defend or construe this Article, the ARB, and the Declarant shall be entitled to collect reasonable attorneys' fees, costs and other expenses from the
Owner
whether
or
not judicial proceedings
are involved, and
such
amounts shall
constitute a lien against the Owner's Homesite enforceable as provided in Section 5(c) of this Article,
ARTICLE VIII
Maintenance
Section 1.1. Maintenance byby the Owner.
Unless designated as a responsibility of
a the the Deciarant Declarant in
i

Section section
Z2 ofOT
Article HIA VIII, AT
awler each Owner isis tasdonsa responsible rTfor maintenance maintenance
iin

goop good oa, order, condition oոor repair of the interiors and exteriors of of eos Living Units and of all mechanical equipment, plumbing and electrical facilities located on a Homesite servicing the Living Unit thereon, and any pool, hot tub, Units and or au mecng

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spa
or
similar facility
located
on
a Homesite, and
any

equipment
and appurtenances.
The Owner shall promptly perform such maintenance
so
as to keep ep the Living day amm
6 uHomesite and
in a good state ofof repair and in conformity with
the aesthetic standards reguired from time to time buby the ARB.
No Owner shall in
any way maintain, tain, momdify or improve any areas areas for for which the Declarant has the responsibility for maintenance ce withoutut the prior written consent of the Declarant.
Section 2. Maintenance by the Declarant.
The Declarant shall be responsible for
the exclusive maintenance, and repair of the following:
(a)
Lawn and Shrubs.
The Declarant shall maintain and Shrups.
The Declarant shall maintain and care for those lawn
and shrub areas within The Properties which are a part of the Common Areas and Pocrastinal or Recreational Areas
other than
areas within utility and road easements
over Homasito
das
rey
and Todd easements
over Homesites, which shall be the responsibility of the Owner under Section
11 of
Article IX. Such maintenance by the Owner shall be limited to mowing trimmi
and edging of lawns and shrubs.
The Declarant, in its sale sole ownstuшгиБ discretion, shall TPMTS
e stos.tne Deciatant, i its sole discretion, snau determine the need for replacement and/or improvement of landscaping, lawns
and shrubs.
(b)
Private Roads, Walkways,
Parking Areas and
Paths.
The Declarant shall maintain and repair all private Parking roadways, Areas walkways, and Patarking parking areas
paths and repau all private roadways, walkways, parxing areas, areas, paths patns and drainage areas, if any, throughout The Properties.
In the event any such
dways, walkways, parking areas, path
or drainage areas
are damaged
as a result of the negligence of an Owner, or his family, guest, licensee, invitee, or
tenant,
the
Declarant
may
repair
or
replace
such
damage
and demana
reimbursement from such Owner by delivery of written notice thereof.

If such
Owner does not reimburse Declarant within fifteen (15) days of such notice, then
Declarant may levy a special assessment against the Owner for reimbursement, as provided in
Section XV. on
Section 3. Declarant May Contract for Services.
The Declarant may contract for
the management ofo all or part part of The Properties Prop
for purposes of carrying out all
or a portion of the maintenance services provided for in this Declaration.
The
Declarant may contract with public or private utility companies, including without
limitation a private utility company with which Declarant is affiliated or controls,
for purposes of supplying utility utility services to The Properties and the costs and
expenses charged by such utility companies shall be separately billed to the
Owner of a Homesite by such utility companies and shall not be included in the
annual assessments.
Section 4. Maintenance of Fences. Any fences surrounding any common areas or
the project boundary of The Properties shall be maintained by the Declarant, and
ad perpetual perpetual easement easemen
ofor ingress ngress and and egress egress of the Homesites and Living Units of the Homesites and
Living Units abutting
the fences
is hereby
granted
to
the
Declarant for
purposes
construction and maintenance activities related to any such fences.
ARTICLE IX
Restrictive Covenants
of
Section 1.
The Properties Subiected to Restrictive Covenants.
In addition to
other
restrictions,
reservations and conditions set forth
elsewhere in
this Declaration,
The Properties shall be subject
to
the following
restrictions
reservations and conditions, which shall be binding upon each and every Owner, Ownar
with the exception of the Declarant, who shall acquire hereafter a Homesite or any
portion cion 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
f 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 onon any a Homesite
within The Properties other than one Living Unit, a private attached garage or carport, and structures and additions such as swimming pools, attached screened enclosures and patios (as approved by the ARB), except in the case where the Declarant
determines in its sole and absolute discretion to modify the use of a Homesite to
use as Common Areas.
Such modification may be made by the Declarant amending
this Declaration without the necessity of joinder byby any Owners or mortgagees of
Homesites.
All such structures shall be attached to the Living Unit, it being

and
specifically intended hereby
to prohibit all free standing structu
to prohiuie uon additions.
tures ur and Nothing contained in t its agents or employees тant or from mal a Homesite of elsewhere in The Properties fosTTO maintaining offices on a
within for the purposes of promotin ing the sale of Homesites and Living Units The Properties and.for purposes of the operation and administration of Oak Run and any other activities al ies allowed to Declarant t under this Declaration,
Common
Declarant and its agents and
eтemployees shall havave
access to and
use of the Areas and Recreational Areas CO
actate such sales.
In addition Declarant shall have the right riceht
tto allo llocate pcate a portic
a porttion or portions of The Properties for
commercial
purposes
and/or multi-fam purposes
and nortianro and
to
construct improvements on such portion or port rtions for su
S TOT HOUSach purposes; such areas shall not be common Areas or Recreational ArAreas but shall be owned by Declarant and be subject to such portion of this Declaration as Declarant in its sole and absolute discretion shall determine.
Section 3. Ownership CoConveyance.
No Owner of a Homesite or Living Unit shall convey an ownership interest in their lot or lots less than that which Notwithstanding the provisions of this paragrlots less the than Declarant that which may from they timeown. to time designate certain
lots
in The Properties for
use
or
uses as parks, recreational
areas,
office facilities, utility facilities,
storage facilitie and vehicular and equipment parking and storage facilitieses,
storage
Section: 4. Subdividing Homesites.
No Homesites or Living Units shall be subdivided or divided into any parcels, tracts or lots smaller in size than that
which wtton was originally conveyed by Declarant to the initial Owner.
No Homesite

shall contain more than one Living Unit.
Declarant reserves unto itself the right
to subdivide, redivide and/or divide into parcels, tracts or lots, that part of The
Properties which may be used for commercial or multi-family purposes by the Declarant.
Section 5. Increasing Size of Homesite. ce.
No tract shall be increased in size by filling in any waterway, drainage area, lake or canal on which it may abut, exce except by Declarant.
Section 6. Temporary ry Structure Not to be Used Structure Not to be Used
as Residence. No structure of a temporary character, acter, trailer, trailer, boat, boat,
motor motor home, home,
recreational vehicle, vehicle,
tent. shack,5 garage, barn or other outbuilding shall be erected
or placed on any Homesite at any time, time, nor norshall shall anything anything otner other than than the Living Unit be used as a residence, either temporarily or permanently.
Section 7.
Modifving Structures.
No Owner
in The Properties shall change, alter, modify, add to or delete from any existing structure on his Homesite
e
building, without first receiving written permission from the Declarant.
No structure, swimming pool, or addition to
any Living Unit including PA additional TTATng onit ineluding additional concrete or asphalt installations shall be erected, constructed
or placed on any Homesite without the prior written consent and approval of Declarant.
Section 8. Excavating and Clearing Land.
No bulldozing zing
oror

clearing clearing ofof trees from the land conveyed or excavation of lakes or ponds shall be commenced until
the plans and specifications showing the nature, kind, shape and location of work
to be done and the grading plans of the plot to be built upon shall have bean
submitted to and approved in writing by the Declarant, and a copy thereof, as finally approved, lodged permanently with the Declarant. Any tree which is more
than three inches in diameter measured at a height of four feet and/or five feet in TS ROT
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 isSuane vf regnotna nr said approval.
In the event ume approved
mprovements
are not
completed within six (6) months of the date of the approval, prior approval of the
ARB snall be deemed null and void, and such improvement in process shall be
considered as being without approval and, therefore, in non-compliance with the Restrictive Covenants contained within this Article.
Section 10.
Rights of Way wa. and Lawn Care.
Owners shall keep, at all times, their Homesites andnd any easements located on or adjacent thereto (including front, side and rear road and utility easements), mowed to the edge of the utiliртар оп от adjacent thereto (easements), mowed to the edge of the pavement, or the Homesite,

as applicable, and in a neat, clean and orderly condition.
All grass
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and shrub bsss must be water waceled ered and fertilized as necessary ecessary inn
order to keep lawns and
shshrubbery green and
in
a live conditioon.
Declarant may,
in its
sole discretetion, set lawn and shrubbery watering times for all Honmesttes l!
Cak
Run. In the th
event the Owner of any lot fails to do so, thehe Declarant reserves the righ to enter upon said lof adu
n th and care for the same by cutting and/or cleaning said lot,
and shall deliver written notice to such
ower den demanding reimbursement for the tha
cost of such care. Should the Owner of any Hom fifto5 omesite, within fifteen (15) days of delive of such notice, fail to reimburse Declarant, Declarant shall levy a special assessment against such Owner for reimbursement, pursuant to the provisions of Article XV.
and
the
Section211.
Easementnts.
Nothing shall be placed on any part of any Homesite
which iis reserved ass anan easement or right of vswasr foy ctrost way for street, road or walkway, ilities, or drainage ifi
such shall interfere with ith th wалмay? the construction,
use
maint of said roads. streets walkways,
and utilities
inac andutilitiaes.
In
event e
any structure, re, trees
or other e vegetation interferes with const astruction, tenance or repaipair on such easementnt or richt of wav. the same mavay bbe removed
by the Declarant,
and
the cost thereo reof shall be payable by such
Owner to
Declarant within fifteen (15)
davs written notice to such Owner.
If said
Owner
shall fail to reimburse Declarant, Declarant shall levy a special assessment against
such Owner for reimbursement pursuant to the provisions of Article Xv.
Section 12. Parking. Pa
No motor homes, recreational vehicles, boats, trailers; pick-up trucks or motor vehicles inin excess of a 3/4 ton rating, shall be kept or parked on any Homesite in excess ofof twenty-four (24) hours during any calendar month except in
a garage or
other
areas which which may be designated by the
aaтant in
s aseretion for such use.
АШ commercial motor vehicles, travel

trailers, motor homes, boats and trailers must be parked and/or stored by their owners in designated parking areas to be provided by the Declarant. The the the the from Declarant may charge a reasonable fee ror for the storage and/or parking ofof aforementioned vehícles, trailers, motor homes, boats and trailers in designated parking areas. Said fee, if unpaid after fifteen (15) days om written notice denvered by Deciatantto written notice delivered by Declarant to the Owner therefore shall be assessed as a special assessment by Declarant under the provisions of Article XV and shall become a lien against the lot of the Owner of said vehicle, enforceable as provided in Article XV.

The parking and storage of automobiles shall be limited to the driveways of Homesites and other areas areas specifically designated by the Declarant. All vehicles must be parked on the concrete driveway of the Homesite.

No vehicle otner areasrote may be parked on any right of way. No more than two two automobiles mav be parked on any Homesite at one time.

The Declarant is specifically authorized to tho the promulgate additional rules and regulations pertaining to parking, and the Declarant is specifically granted the right to enforce this provisions by towing of vehicles in violation of thess 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 ar shall levy a special assessment under the provisions of Article XV.

Section 13. Storage. No motor vehicles without current license plates shall be stored and/or parked anywhere on Oak Run. No items may be stored on a Homesite outside a Living Area, including without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, or lawn tools and equipment.

Section 14. Motor Vehicle Repairs. No Owner off any an Homesite, aa member of his or

her family, guests, invitees, licensees,
oro tenants tenants shall
engage
in’ the
construction,
reconstruction, repair
or maintenance of
any motor vehicle,
whether said motor vehicle is owned by the Owner or not except, however, the
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s
a aytap
Sdu
al a aeowae
ay provisions of this paragraph shall not be construed to mean that a Homeowner may not wash and/or.polish, change
a tire, or change the oil on a motor vehicle which
4
O a
otor venice whicA
the Owner owns,
on Owner’s Homesite.
All motor vehicles must be maintained so Te So to TatMo s asaroUr to carv eeu demamam os as not to create an eyesore or effect the aesthetic standards of Oak Run.
There
s
201
an eyesOre Of eect the destnetuc standaras or
ak Run.
There
shall be no repair, assembling or disassembling of motor vehicles except inside
the Owner’s garage.
pecuon 1o,
Diiveways.
All ariveways Section 15.
Driveways.
All driveways shall bebe maintained mantaned in the form and style i originally established by the Declarant. Driveways will not be painted or covered
with material other than approved by the ARB.

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Section 16.
Trash.
No Homesite or any part of Oak
Run shall be
ususued
or maintained as a dumping ground for rubbish. Trash, gark garbage or other was include pe
бетtbage
to yard trash, shall be bagged and tied and kept in covered sanitary include containers in the garage or utility sheds. or at the rear of the Living Unit out of sight from the street within an
On those
and only bved fo
ehall
n nie?
wnen garbage pickups are made at The Properties
th on those days, when the Owners shall place their garbage (bagged and tied) on their Homesites and adjacent to the street SEBL TOT for pick up no sooner than dusk, the day prior to pickup. All receptacies will be тAmve removed from curbside not later than two (2) hours after pickup.

There shall ed be no burning of trash or any other waste materials on The Properties except as sna stated in saпon Section 70. 20.

inIn the the event trash must be collected from a receptacle servicing more than one Homesite to meet the requirements of the collection company or agency, all trash and garbage shall be in plastic bags and tied securely before beind placed in t and darage tied securely before the being placed in the receptacle. in no event shall trash be receptacle.

Fences enciosing trash containers must be of the type approved by the ARB, and Owners must obtain written approval before erecting any such fence.

The Declarant t otain written fence.

The Declarant ата reserves the right during any construction by Declarant or otherwise to maintain a receptacle for garbage and trash on The Properties.

Section 17.

Containers and Fuel Tanks.

All garbage or trash anks.

All garbage or trash containers, oil tanks or bottled gas tanks, shall be located at the rear of the structure served and shall be installed undergrouná or within a walled-in ature served which is not visible from any street or adjoining property.

Any such wallaot walled-in area shall visioie be constructed in such a manner as s to be inaccessible to dogs or otherreshal to dogs or otner anuimals. All walled areas must be of a form and material-approved by the ARB.

Section 18. Burning.

No Owner shall burn any trash, debris or refuse, or allow any other person to burn trash, debris or refuse on any Homesite in Oak Run except, however, Declarant reserves unto itself the right to burn debris as a result of clearing and cleaning of any land in The Properties.

Section 19.

Adult Residents Onlv.

The Declarant has designated and developed The Properties for the purposes of providing aa single family residential senredotSTsubdivision possessing an aesthetically attractive, quiet, comfortable environment conducive to a style of nvino 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 remain constant,
no persons under eignteen of age
shall
occupy
or permanently reside or live inin any Living Unit except, however, members of
an Owner's family under the, age of eighteen (18) years may visit and d stay with an Owner for a period of time not to exceed an aggregate of thirty (30) days in any calendar year.

Section 20.

Signs.

To
preserve the aesthetic quality of The To preserve the aesthetic quality of The Properties, no placed
or aliowed to he srarrasg
sate signs, including signs advertising the sale or rental of any Living Unit, shall be placed or allowed to be erected or placed on any Homesite in от еnомар зо 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 ne Deciarant. The Deciarant reserves the right to grant and/or deny in its
sole
reserves untond absoute discretion, its consent.

The Declarant, however, itself the right to erect advertising signs on Homesites owned by the Declarant.

Section 21.

Pets.

No animals, livestock or poultry of any kind shall be livestock or poultry of any kind shall be raised, bred or kept on any Homesite, except that two dogs, cats or small house birds or other household pets may be kept on a Homesite, provided that they are not ke of kept, bred or maintained for any commercial purpose, and provided further thehat no more than two (2) pets shall be kept on any Homesite at any time.

Pets shall be anu Homesite at an
m no
on a leash at all times when outside the Living Unit.

Dogs shall not be walked on Dore
not haa7
grass other than an Owner's Homesite and in pet walk areas designated by the Declarant (if any). All pets are prohibited in the Recreational Areas and on all
Comion arcus. Pets which are discovered outside at Owner's Living Unt ana not
on a leash and accompanied by the th Owner or the Owner's agent shall be reported to the appropriate governmental agency, and shall be subject to being picked up and impounded by Declarant or its agents, including security personnel.

If.
after receipt of written notice by the Declarant of a violation of the provisions of this paragraph, the Owner does not correct such violations, the Declarant shall be entitled to levy a special assessment against the Owner for the expenses incurred by the Declarant as a result of the violation, pursuant to the provisions of Article XV hereof.

Pet owners should clear and remove any fecal deposits made

by their pets from any and all areas, including their Homesite.

Pets must be maintained under the control of the Owner at all times.

Section 22.

Business Activity.

No business, commercial enterprise or business activity of any kind shall be carried on or conducted on or from any Homesites. except those businesses, commercial enterprises and business activities exempted by the Declarant on Homesites or other portions of by.the of The Properties owned by the Declarant, as provided herein.

Declarant reserves unto itself the absolute right to divide, subdivide or redivide such property and to utilize it for commercial purpose.

Section 23. Leases.

All leases of Homesites and Living Units shall be restricted to residential use.

All leases shall be in writing and the Declarant shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and applicable rules and regulations.

Each lease shall contain the following provision:

"The lessee hereunder acknowledges that this lease is subject ackrowtedges 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 DH SMPT-YS TO YPO srenwoemo Association, Inc., and Rules and Regulations provided theroundr tha бmeros drovrnep thereunder, that lessee has read the same, agrees to be bound thereby, and that failure to comply with same may result in thargky and thst faslu to cmtet aytees i certain remedies being applicable to lesssedt lessee, including without limitation termination ation 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 occupie occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and an agreement to be bound thereby and subject thereto. the

No lease shall be for a term less than three (3) months.

Owners wishing to lease their Homesites and Living Units may be required by Declarant toto place in escrow with the Declarant a sum as determined by the Declarant which may be used by the Declarant to repair any damage to the Common Areas and Recreational Areas or other portions of The Properties resulting from acts or omissions of tenants (as determined in the sole and absolute discretion of the Declarant). The Owner will be jointly and severally severally liable vwith the tenant to the Declarant for any amount in excess of such escrowed sum, if any, which is required by

Declarant to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

Any balance remaining in the escroww.account, 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 ..ts permanently move out.outט'suosecu

The Declarant, at its option, shall be deemed deemed the the agent agent ofof the Owner for purposes of bringing any eviction proceedings the owner for purposes of bringing any eviction proceedings deemed necessary by the Declarant.

The Declarant shall have the right to collect Decialant shlay lave the light to coulect attorneys' fees against any occupant or tenant and the Owner in the event that a aC W vt nat legal proceedings must be instituted against such occupant or tenant for eviction or for enforcement of the Declaration.

The Declarant is exempt from the provisions of this cantia provisions of this section. his

Section 24. Fences.

No fences shall be erected, constructed or placed on any lot without the prior consent of the ARB.

All fences that are allowed to be erected are may not exceed the height of four (4) feet and must be green vinvl coated metal chain link construction.

No fences shall be erected, constructed or placed in the front yard or side yard of any Homesite.

Section 25,

Gardens.

No garden may be grown or cultivated in the front yard of any Homesite in The Properties and no garden may be grown or cultivated in the back yard that exceeds two percent (2%) of the gross square footage of the lot on which the garden is grown.

Sectionedges Section 26.

Hedaes

No hedge shall be allowed to exceed the height of six. (6) feet on any Homesite in The Propertles; county ordinance(s) will supersede deed restrictions.

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Section 27.

Water Svstems.

The Declarant has entered into an exclusive franchise agreemd sewer system to serve all Homesites and Living Units in The Pronertisc with a utlity company for the installation and operation a Properties.

Section 28.

Sprinkler Systems.

No Owner in. The Properties shall, after closing placed, on a Living installed Unit, orplace, constructed install instd upon uoon or construct a upon any Homesite, or allow to be any Homesite a fixed water sprinkler system for irrigation purposes, without the consant of the prior written consent of the ARB.

furnish
Section
29.
Cable Television.
The Declarant shall have the exclusive right to
deems to all Owners within The Properties, television reception as the Declarant Run television appropriate, channel, including without limitation an exclusive closed circuit Oak and and
toto charge cageg as a result thereof a reasonable installation fee and the same. The service charge shall be service chaal assessment, andby

theDeclarant
installation to Owner fee, if mav unpaid be after fifteen levi as
a (15) days written notice delivered by special dal assessment by Declarant under Article XV.
Such easements as are necessary for the connection and ance of theueasements
as are maintenance of the television reception service, as provided for herein, are reserved unto the Declarant.
Section 30.
Antenna.
No radio, television nor any other exterior electronic or electrical equipment,
antenna, aerial, satellite receiver of "dish" or
similar receiver shall be installed
or maintained on the exterior of
any Living Unit or
structure on a Homesite or on any portion of any Homesite. This provisions shall not restrict the right of the Declarant at its election to install a master antenna, cable television and security system in Oak Run.
Section 31.
Services and Fees.
The Declarant shall have the exclusive right to furnish to all Owners in The Properties security services, recreational facility furnish to all Owners in The fropers services; garbage and trash collection services,
all
as the Declarant deems appropriate, and to charge a reasonable teeS appropriate, and to charge a reasonable fee for providing said services, the fee for which shall be included in the annual assessment.
Section 32.
Mauboxes.
No mailbox or paper box or other receptacle of any kind for use
inin

the theed
delivery han of mail, newspapers,, orr magazines, magazines, oror similar material shall bee
erected erected byby

anan Owner Owner unless unless the size,
location, design and type of the size,
said material mailboxes for said boxes oro receptacles receptacles shalll have been approved approved by the ARB, and mailboxes shall shall
contain only the name and address of the occupant of said lot. contain onty tnd liaht posts must be of id The replacement of all mailboxes and light posts must be of identical design as of The replacement of the original. of
a No aer Owner shall modify any Declarant-installed stalled mailboxes or light osts without prior consent of the ARB. Nothing may be added or attached to the post structure or mailbox itself, including without limitation, other signs, flowers, decorations, and license platernorus
Section 33. 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 othertr, Homesites in the TO TAO

and saltseo
n to et subdivision.
Pole lights will not
be placed, located
or permitted
upon
any Homesite.
Coach lights may be mounted by an Owner on the exterior of the huan
y
Owner’s Living Unit, after receipt of approval as to the specifications and mounting plan by the ARB.
Section 34. 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 as tol the ARB. Each Owner must at all times maintain said lamp in a working condition, and insure that this light remains on at all times during all hours of darkness, and pay for such electricity as is required to
so provide such ight, and to maintain and repair such light.
Coson 35. Clotheslinces. Itis prohibited to hang and/or dust garments, rugs or
any other materials from the windows, balconies
or from the exterior of anany Living Unit.
Outside clotheslines or other exterior clothes drying facility are pronibited except one portable umbrella type clo clothesline which may be used if desired.
All clotheslines must be kept closed when not in use.
Under all circumstances, fifteen
all clotheslines must be located in the backyard only and within (15) feet of the Living Unit and such clotheslines may be used until 4:00 p.m. on weekdays only.

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Section 36.
Outside Storage, Decorations and Ornaments. No items, article decorations, ornamental statues, figures, lawn ornaments or oother decorations of any kind, ing
without limitation items
including
garden toold ols.
haee ses, ladders and other i 9,
or placed outside ving Unit.
No decoration mons or ornaments may De arnxed to ions or ornaments
lems, snall be stored on,
he Owner may, however, have may be affixed to the terior of any Livi Unit orplaced in any front vard of
a Homesite.
seasonal decorations, such as Christmas dorte.
The decorations, such as Christmas decorations, for periods not to exceed two weeks prior to, and
one week subsequent to, the holiday for which such decorations are applicable
Section 37. Landscaping. The ARB shall approve all plans for landscaping of
any Homesite Homesite, in The prior to the Owner planting any shrubbery, trees or plants on any Properties. tdWES
Owners Owners may, may, nowever however, replace dead shrubbery or add additional shrubbery within existing landscaped areas, without prior Lawns shall be comprised of grass sod.
No artificial shrubbery, trees or other artificial vegetation or landscaping shall be permittec. vegetation or landscaping shall be permitted. All landscaping shall be regularly mowed, trimmed or otherwise maintained in good condition at all times by Owner. NoNo excessive excessive weeds weeds oror unsightly unsightly undergrowth undergrowth oror brush shall be permitted. All hoses which are used for watering shall be stored by Owner out of view by the
general public
except when being
used during those
hours specifically prescribed by the rules

and regulations
as
those allowe sprinkling. for
Section 38.
Window and
Air
Conditioning Units.
No window
or wall
air
conditioning unit shall be permitted to be placed in a Living Unit.
No Living Unit
shall have aluminum foil placed in any window or class door
or any reflentive
substance place on any glass, except as may be previously approved in writing
by the ARB for the purposes of energy conserv conservation.
Section 39.
Drillimg.
No private wells or septic tanks will be allowed except as
have been previously approved, in writing, by the ARB.
Section 40. Awnings, Canopies and Shutters.
No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior
of any Living Unit unless such awnings, canopies or shutters have previously been approved in writing by the ARB.
Section 41.
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 appropriate governmental body having jurisdiction over the construction.
(b) No construction shall be allowed which
will
or may jeopardize
structural integrity
of
any existing improvements
as initially
provided Declarant.
any
the
by
(c)
All screened enclosures must be of the same style and type as initially provided by Declarant and must be approved by ARB RB prior to construction.
Section 42. Additions.
No additions or other constructions shall be allowed to be built, whether attached or detached, beyond that as initially constructed by the Declarant,
unless
such
construction matches the existing
and
is approved such consod that as
ay constructed by tne
previously, in writing, by the ARB. tha
Section 43.
Boats and Lakes.

No motorized motorized boats Doats may may bebe used usedin in the lakes located on The Properties, nor shall any boats be stored in the lakes or along the shoreline.
No dock or other similar structure shall be located in or near the lakes any beatsnear the la located in The Properties.
No grass clippings nor other refuse shall be dumped in the lakes. Declaran suali have ine rignt to nave clippings and refuse removed from the lakes, hua and the
cost thereof shall be paid by
any
Owner who is responsible therefor,
or whose
guests, invitees,
licensees
or
tenants
are responsible therefor.
Such payment must be made within fifteen (15) days after
delivery of a written notice therefor from Declarant to such Owner.
If such
Owner does not pay such amount within such period, the Declarant shall levy a
special assessment therefor pursuant to the provisions of Article XV.
The use of
any lake or swimming pool for boating or swimming is done at the sole risk of the Owner and the Owner’s guests, invitees, licensees and tenants and the Declarant
-17-
assumes
no liability for
any accidents occurring during such
use of facilities. such
Section 44. Nuisances.
No noxious or offensive activity shall be carried on
annoyance any Homesite, or nor shail anything be done thereon which may be or may become an nuisance to the neighborhood, nor
shall any disturbance be nor shall
nyst
d
wheh wt interrere witn permitted which will interfere with the rights, comforts or convenience of other Owners and their guests, invitees or lessees. Owners shall be prohibited from doing anything anythingбonducing or conducting any any activity which would detract or in any way
written
deter from notification the beauty fromthetos or natural aesthetics of Oak Run.
If, after receipt of written notification from the Deciarant of a vioiation of the e
pprovisions of this the Owner does not correct such violation, the Declarant shall be
entitled to levy aa special special assessment assessment against the Owner’s Homesite for the cost of correcting the violation. mare ang the violation, as provided for in Article XV hereof. Declarant may, the its sole discretion, determine whether a violation of this Section shall be
to an appropriate governmental agency enforced by the Declarant as provided herein. at
Section 45.
Exemption of the Declarant. of the Declarant.
The Declarant,
as long as Declarant owns
any an
Homesite or Living
Unit in the omesite or Living Unit in the Subject Properties, or in the event Declarant is undertaking construction. work
or repair work ofof any Homesite or Living Unit in the Subject Properties, shall be exempt from the provisions of this suhiossuction. Article IX.
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ARTICLE X

Assignment
Declarant
All rights, hereunder powers, may be2ed privileges
and7 obligations reserved
to and
of the by it in whole or in part at any time and from
time
to time. including without limitation
an assignment thereof
to Association and to the Architectural Revlew Board.
A recorded assignment thereof lawful holder, shall entitle owner all third parties to deal with the assignee as the true and and obligee thereof.
ARTICLE XI
Insurance and Taxes
Secion i.
sene Section 1. Insurance. Property and casualty insurance on the Common Areas and the Recreational Areas shall be maintained by the Declarant.
The Declarant the shall also purchase public and general liability
insurance,
and such other shall aiso purcnase puone and insurance as may be necessary on the Common Areas and the Recreational Areas in the judgment dgnent ofor

the the Declarant Declarant and and for fOr purposes of properly insuring the
Common Areas and Recreational Areas.
The premiums for all insurance policies purchased by the Declarant shall be deemed to be general expenses for Oak Run
and shall be paid by the Owners through the annual assessments against each Homesite.
Section 2. Living Unit Taxes.
All real estate ad valorem Taxes.
All real estate ad valorem and personal property taxes assessed, together with any assessments made by any governmental or quasi-governmental agency
a the responsibility of the Ownessessed Owner of the against Homesite a Homesite and Living and Unit. Living Unit shall be
Section 3. Common Area Taxes.
The Declarant shall be responsible for paying all
real property property and a
and the Recreational 1 Areasal property taxes assessed against the Common Areas
the Declarant.
Such taxesshlsonal property located thereon owned by
1 be deemed to be general expenses for Oak Run and shall be paid by the Owners through the Annual Assessment.
ARFICLE XI
Additional Covenants and Restrictions
Except for the Declarant, no Owner, nor the Association or any other person person DeclaT e or entity without the prior written approval of the Declarant, may impose any
additional covenants or restrictions on any part of The Properties.
ARTICLE XIII

Amendment
have
Section the 1.right Amendments. lendments.the and power ofThe amendment
Declarant Decarnt
of in this its
sole Declarati and absolute discretion shall of of this Declaration, and such
ofthe by the Declarant shall not require the joinder of Owners or mortgagees or the theg any interest in The Properties.
Such right Association, to amend or

any other party having any interest in The Properties
Covenants and shall sha include without limitation the right
(a)
to amend these Restrictions for the purpose of curing any ambiguity in or to any to any inconsistency between the provisions contained herein;
(b)
to include in any contract or deed or other instrument hereafter made any ditional covenants and 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 incorporaion and By-Laws of the Association may be amended in the manner so provided in such documents.

Section 3.

Notice of Amendment. Recording of an amendment, properly made in accordance with the terms of Section 1 and Section 2 of this Article XIII shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.

Section 4. Amendment of Specific 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 mortgage holders or the insurers or uarantare of finтбogeders, guarantors of first mortgages on Homesites.

Section 5.

General Provisions Regarding Amendments. ILS.
AnAn addition addition oror amendment amendment
shall not be considered material if it is for the purpose of correcting technical errors,
or for clarification only.
A holder of a first mortaagewho
written request
to approvenolger of
a tirst mortgage who receives a 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. days
o

ARTICLE XIV

Termination of Declaration

.The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Declarant, the Association, and their respective legal representatives, heirs, successors and assigns until amended
or modified according
to
the terms of Article
XIII hereinabove set forth.
In the event of and after the assignment by Declarant of all of its rights hereunder,
the consent of the Owners of Homesites to which sIxty-seven percen otal allowab] able
votes in
the Association
are

adocaled a and the cent approval (67%) ofof holders the total of first s mortgages
on Homesites which have att least SIKtY-sevenen.percent (67%) of the total votes of Homesites subject to first mortgages, shall be required re
to terminate the covenants and restrictions of the Declaration.
Terminationion shall be
in the same manner as set forth Deciaration.Terminatio
accomph
tor for
the the
Deciaratio Declaration
in Article XIII,
except that the specific ment
to.
percentages. herein shall apply.
ARTICLE XV
Enforceability
Section
1.
Parties Who
May Seek Enforcement.
If
any person,
firm
or corporation,
or other entity shall violate or
attempt to
violate
any
of the отОТО то
re
y
tehs provisions of the Declaration, By-Lav OT PLcorporation, or any Rules We,
Lucies o incorpo and Regulations,
it shall be lawful 1 for the
Declaran ecialant,
(a(
to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such provisiont competent to violate
any
jurisdiction
such provisions; or (b) to maintain a proceeding in any court of against those so violating or attempting to violate any such

provisions attempted fororthe th
purpose of preventing or enjoinining all or any such violations or violations,
or any Freliaf suen violations or s,
or any other
equitable reli elief.
Should the Declarant
be required to enforce or defend thte provisions hereof, ereof, its reasosonable attorneys' fees and costs incurred, whethether
or
not judicial proceedings
aare srate involved, including the attorneys'
fees na
costs incurred
onon appeal of such judicial proceedings. shall.be collectible from the party against whom

enforcement is sought.
In any eocgs by
the Declarantt against an Owner.
collection of
such attorneys' fees may be enforced by any methodod in this Declaration providina for the collection of an annual assessment or special assessmenent including. but
not limited to,
a foreclosure proc,eeding against the Owner's 1Homesite.
The remedies
the
contained in this provision shall be construed as
of ued as cumulati ulative of all other remedies
now or hereafter provided by law.
The
s now or hereafter provided by law.
The failure off
the Declarant to enforce any covenant or restriction or any obligation, right, authority or reservatioeein co
o ерда, t, power, privilege, or reservation herein contained, however long cont пете
comtaned,
however long continued, shall in no event be deemed a waiver of the right to enforce the same anorce
the same sn
thereafter as to the
same breach or violation, or as to any other breach oror violation thereof occurring prior to or subseguent thereof.
Section 2.
Special Assessmement.
In addition to all oth other remedies provided in this Declaration, the Declarant, le and absolute disscretion, may levy a special assessment upon an Owner for failurire of the Owner, his
e
o owner, ns ramuy, guests, agents, lessees, licensees,
in
this
or the
Articies
or
with s, invitees, tenants or employees, to comply with any provision Declarati or the Ancluding ut limitaation th
rek
SoT
any
luesor
reguia
the ruies and regulations of the Recreational Areas and the Common Areas eas and a the failure to pay to
or reimburse Declarant for any sums owed by Owner to Declarant under these Declaratione
reclarant Declarant under these Declarations, provided that the following procedures are followed:
(a)
The Declarant shall notify the Owner of the infraction
or infractions. Except in the case of a violation for falure to pay to or reimburse Declarant for sums owing by Owner to Declarant, for which the special assessment may be levied after fifteen (15) days written notice delivered by Declarant to Owner, to included in the notice shall be
a date, time and place where the Owner shall Owmer present evidence as to why the special assessment should not be imposed.
(b) The details of the non-compliance shall be presented to the Declarant at
the time and place provided in the notice described in subsection (a), supra, at which meeting
aa hearing shall be conducted for the

purposes
of obtaining evidence as to the levying ofof
a special assessment, in the event that it is determined that aa violation has occurred.
A written decision of the Declarant
shall be submitted to the Owner not later than thirty (30) days after the hearing,
after which, if Declarant determines that a violation has occurred,
a special
assessment may be levied against the Owner by the Declarant.
(c). For each occurrence of a
a violation, the Deciarant may impose
a special assessment in any amount not in
excess of $5,000.00 against the Owner of the
Homesite esite in the event a violation is found.
(d)
A special assessment as provided in this Article shall be due and owing not later than ten (10) days after the written decision as provided in subsection 2(b) above..
(e) Any special assessment levied in accordance with this Article may be enforced by the Declarant in the same in accordace mant manner as the enforcement of a regular annual assessment providedin for the
insame
Article manner VI as of thethisentorcemetion 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 any persone in any way fail to abide by any of these Covenants and Restrictions,
or any. rules and
regulations promulgated pursuant to these dnursuant
Covenants unu Restaictions, it sudii
ve lawful for for the Declarant,
or any otner or 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 attempted violations.
to
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 aHomesite for the purpose of curing the violation, and the same shall have no liability to the Owner, whether

for trespass or otherwise, as
a result of such entry upon the Homesite.
The Declarant trespass may orimpose otherwise, a special as assessment 2e
pursuant to Article XV in an amount to OSnt be determined in the sole ole and and absolute absolute discretion discretion of the of the Declarant against any Owner who fails
to abide by, to abide by, or Covenants whose guests, and invitees, Restrictions, licensees and tenants fail
s dnd
Restrict or
any rules and regulations promulgated hereunder.
Section 5. Restriction on Use of Recreational Facilities.
In addition to all other remedies, an Owner, his tenants, invitees and guests may be barred from the use of the Recreational Areas for any failure to comply with these Declarations, but such barring shall

not suspend
the obligations obligations ofof such such
oOwner
to
pay
all outstanding expenses due hereunder.

ARTICLE XVI

Condemnation and Reconstruction and Repair After Casualty or Condemnation

Section 1.

Declarant Agent in Condemnation Settlement.

The Declarant shall have
the
exclusive right ri
to
contest
any any condemnation condemnation
or
eminent domain
Recreational proceeding which Areas, is directed at taking any portion
oof the Common comon Areas or
Common
or which touches upon, concerns or affects the
use of the Areas
or Recreational Areas; and the Declarant shall represent the Owners of Homesites and f Owners of Homesites and is hereby irrevocably appointed appointed agent agent for for each eac Owner of aa Homesite Homesite inin any any condemnation condemnation proceedings or in negotiations, settlements and agreements agreements with thee condemning authority for acquis for acquisition of the Common Areas orF Recreational Areas,
or any part thereof.
In the event of a taking or acquisition of part
or
all of the the Common Common
Areas
or hane 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 thoi dispurse 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
condemnation repair of the Common must
Areas or Recreational Areas as a result of casualty or be substantially in mist
be
suhstan be substantially in
accordance
with the
plans
and plansand specifications of the original Common Common Areas; Areas; oror if not, then according to plans and specifications approved by the Declarant y
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 sold discretion, replace unit and charge arge Owner Owner all all costs costs ofof

repair repair oror replacement. replacement. The plans and specifications for the repair or reconstruction of such Living Unit must be approved by the ARB. Suchen costs costs for for repair repair oror replacement repla

will become
a lien on the Homesite and if not paid within fifteen (15) days, after written notice thereof is delivered to the Owner by Declarant, the Deciaa Dy Deciarant, the Declarant may levy a special assessment upon such Owner's Homesite pursuant to Article XV.

ARTICLE XVII

General Provisions

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

Section
a 2. Invalidation. The invalidation of any provisions of these Covenants Restrictions, ictions, or this Deciaration, wy juaement or court order shall not affect or modify any of the other provisions of said Covenants and Restrictions, which shall remain in full forcece anand provisions effect.
of

Section 3.
Notices.
Any notices required toto 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 on who ma, postage prmber or Owner on the records of the Association at the time of prepaid, addressed to the last known address of the person who such mailing.

Section
4. Duration.
The Covenants and Restrictions as provided for in this eclaration for Properties shall run with the titia to sl1 ns thS land, tracts,
ers dud Living Units descrit ribed in Article II hereof. and will be binding upon there
Owners wтS
of
all Living
Units and
HO от
aп
g
onits within The Properties,
their
successors and assigns in title until December
$1
2015.
Thereafter
these
protective
Covenants
and
Restrictions
shall
automatically
be
renewed
successive periods of ten (10) years, and shalll remaine
in full force and effect, unless uess edaпicaцy specifically телised revised oror modified modnied asas set s forth in Article XIII hereof.
Failu
of the Declarant, Owners or the Association, or any other that may be form to

enforce any of these Covenants and Restrictions s shall s not nullify any any of the Covenants and Restrictions, or in any way be intnterpretedd as a waiver by the Declarant, Owners Owners oror Association, Aue of inte of the right to object to anand enforce by orocoodins , oot tne at law or in equity against any rson o personsns violating or tempting to violate any of the Covenants and Declar claration. and Restrictions containined within this Section 5.5.Validity if any portion of this Declaration is declared unconstitutt or if the applicability of this Qon against anymy person or in ishold tcy os against any any circum umstances is held invalid, the validity of the remainder of the d, the vanclty of the remainder of the ne Declaration shall not beb affected thereby. If any word sentence, phrase, claus portion of such Covenants wOU seence, ph pse, clause, section or and Restrictions shall be heid invalid unconstitutional by a court stteh ivand F of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affact the validity of the remaining portions hereof.

Declaration against any person or in any circumstances is held Deciaration invalid, the againatty 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 unconststitutional by
a court of competent jurisdiction,
such
be
a
and shall ba
deemed
a separate and
independent porticn
or
WOTY SUDTTl ff
the validity
of the provision
and
such holding shall not affect drovision and soототиб remaining portions hereof.
IN WITNESS
WHEREOF,
the
Declarant,
Oak Run Associates,
Ltd.
aof 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 the presence of: OAK RUN ASSOCIATES., LTD
A FLORIDA LIMITED PARTNERSHIP
BY:
DEVELOPMENT & CONSTRUCTION
CORPORATION OF AMERICA,
ITS GENERAL PARTNER
?at 21n
By:
Kulbir Ghumman,
President
81989PG12/8
STATE 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
& Construction Corporation
of America, asGeneral President Partner of
Developmntonates, of Oak Run Associates,
td, a Florida
Limited Partnership, named therein as owner of those certain tracts
of land which have been platted as Oak Run Villas, 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 this
GTH
day of Aitema
1993.
Notary Public
State OI FTOJidd Al TOT State of Florida At Large
My Commissi.on Commission Expires:
NOTANY PUDLIC. STATE OF FLORIDл.
MY CONMISSION EXEINEU: MAY 29. 1994. BUNDEU THILU HOTARY PUBLIC UNDERVINTER,
Personally Known
-OR-
Produced Identification
Identification Produced