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RETURN TOLORRAINE HENDRIX, PLANS COORDINATOR COUNTY ENGINEERING DEPT
2631-D S.E. 3rd STREET
OCALA, FL 32671
This instruzent prepared by: steven K. Gray
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Sismons and Gray, P.re/co
123 N.Z. 1st Avenue
suite Ocala, Florida
32678
By Malexandes os
93-032742
VER
MARION CCUNTY, FL
93 MAY 14 AMI!:23
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
TIMBERGATE
KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration", made and entered into on this 14 TH day of MAY, 1993, by OAK RUN ASSOCIATES, LTD.,
a this14 Florida Limited Partnership (hereinafter referred to as the "Declarant"), owner of those certain tracts of land which have been platted as Oak Run.
WITNESSETH:
WHEREAS, the Declarant is the owner of that certain tract of land which has been platted as Timbergate, a subdivision as per the plat thereof, recorded in Plat BoBok 2,
Pages
through
of the Public Records of Marion
1
County. Florida, lessss
at
and a except except Lots 1 through 28 of Block A of Timbergate,a subdivisvision as per the plat thereof, recorded in Plat Book
2, at Pages 143
through
42, Of h146, of the Public Records of Marion County, Florida, of which all of of tte r
кecords of Marion County, Fiorida,
or wnicn aln от said roperty as platted shall hereinafter be called the "Subiect Property", and Declaran ant desires to create on the Subject Property
a residential community with
open sspaces 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,
anand recorded in OR Book 1716,
at Page 0868, of the Public Records of Marion
County,y,
Flcrida
(the
"Oak
Run Declaration"), and
the "Oak
Run Declaration"
was
subsequently
amended by
Emense Amendments

to
subject
additional platted ed properties pr
as Additions to its Subject Property (as defined
therein) and the ne Common C
Areas and Recreational Areas which are now subject to
the terms and provis
a provisions provisions ofof
the the Oak Oak
Run Run
Deciaration Declaration are are maintained maintained for for the the the
tefs
and
benefit of the Owners' properties located within the master community known as
Oak Run; and
WHEREAS, the Declarant desires
to provide for the
preservation and
enhancement of the prop coperty values and amenities in the community and for the
maintenance
of the Common mmon Areas and Recreational Areas and improvements
thereon, and,
for this
reason, desires to subject the Subject Property to the
covenants, restrictions, rictions, easements, charges and liens in this Declaration, each
and all of which is and are for the benefit of such property and each Owner thereof; and
WHERE HEREAS, the Declarant has deemed it desirable, to create
an entity for
organizing the recreational, social and cultural activities of Oak Run and to that Looets end Declaran
has
under the laws of the State of Florida,
as a non stod
profit corporatiotion, Oak Run Homeowners Association, Inc., for the purposes of
exercising the functi functions stated above, which Association is not intended to be a
"Condominium Association" as such term is defined and described in the Florida
Condominium Act (Chapter 718 of the Florida Statutes).
NOW,
THEREFORE,
in consideration of the premises and covenants herein
contained, the Declarant declares that the real property described as the Subject contained, the
Deciarant declares that the feat properly descied as nma smofaat Property in
Article I, and such additions thereto
as may hereafter
be made
pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed artiels
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solred
wn
ndran rnnjevi
w Line covenauts, Iesticiuoils, easenments cnayes ann nans
(sometimes referred to
as "Covenants and Restrictions")
set forth forth
in
this
Declaration and that such Covenants and Restrictions shall
run with the real
property and be binding

on all parties having any right, title or interest in the
Subject Property or any addition thereto
as described herein, including their
heirs, personal representatives, successors and assigns.
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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,
other than the Homesites and Recreational Areas,
which
areas
are athar than th
Homeestae
and Pacrestional
arese
which
srase
intended tot 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 a all 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 and lanascaping landscaping thereon. tnereon
for For
the e didosas purposes
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this is Deciat Declaration, ao
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term
"Common Areas" shall include all Common Areas as defined in the Declaration of
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d Covenants and Restrictions of Oak Run dated January 30,
1991, and recorded in
OR Book 1716, at Page 0868, of the Public Records of Marion County, Florida, and
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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 925, at Page 657, of the Public
Records of Marion County, Florida, in accordance with the provisions of Article II
thereof.
(c) (c)
"Deciarant" "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 building
or portion of a
building situated upon a Homesite 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,
or any other form of single residential
dwelling, whether attached
or detached.
(f(
"Homesite"
- shall
mean and refer to any plot of land shown
on any
recorded subdivision plat of The Properties which has been designated by the
)
olat
The
Declarant to contain a Living Unit.

The word Homesite shall also include the
Living Unit located thereon when one has been constructed on the Homesite.
(g)
"Member"
of
the Association
- shall mean and refer to all Owners,
Owners of a Homesite and the Declarant.
(h) "Owner"
- shall
mean and refer to the record owner, whether one or
more persons
or entities, of the fee or undivided fee interest in any Homesite more persons of entittes, of te re o
тfee
terestlly hollesile 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 Areasii mean an
1efe
toi those areas of land shown
and designated
ono any recorded subdivision plat of the Subject Property
or
Additions to the Subject Subject Property as "recreational areas" and shall be used for
recreational na social and cultural purposes by the Association and the Owners and
their guests, invitees and lessees.
(j)
"Rules and Regulations" - means any and all rules and regulations duly
promulgated by the Declarant under the Declaration and Articles of Incorporation
and By-Laws of the Association.

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(k) "Subject Property"
- shall mean and refer to all property included within
the plat of Timbergate, according to the plat thereof recorded in Plat Book af
aes
e at 43
through) Ate, of the Public Records of Marion County, Florida,
less a except Lots 1 through 28, inclusive of Block A, thereof.
The Declarant
reserves the right t make such changes and/or modifications to the plat as are
required by appropriate governmental authorities, or as are generally consistent
with the quality of the development in the plat.
(1)
"Additions to Subject Property"
- shall mean and refer to those portions
of the real property described in Exhibit "A"
or any other property which the the

Declarant pow now owns or may may acquire in the future which becomes subiect to this Declaration or any Supplemental Declaration under the provisions of Article II nereof.

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

(m) "Oak Run" or "The Properties" - shall mean and refer to the Subject the p mean and rerer to the subject Property, the Additions to Subject Property, and all properties which are subject to the terms and provisions of the Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991 and recorded in OR Book 1716 at Page Ø868, of the Public Records Records of Marion Mari 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 and refer to the Declaration of Covenants and Restrictions of Oak Run dated may 14 1993 and S) "Odk ecsk man4 recorded in OR Book 1925, at Page (657, of the Public Records of Marion County, Florida, together with any amendments or supplements thereto.

(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 natural pine needle mulch with palmetto and shrub vegetation under the pines.

ARTICLE II

Property Subject to this Declaration and
Additions to Subject Property
Section 1.
Subject Property.
The Subject Property, as heretofore defined, and
any
improvements
now
or
hereafter
constructed
thereon
shall
be
held,
nsferred, sold, conveyed, and occupied subject to this Declaration.
and
to
ons
real
Section 2. Additions to Subject Property.
The Declarant, from time to time,
at any time,
may in its sole and absolute discretion
cause additional lands section z.Adtons to subaod
leitional
at any tune,
ay
is Declaration which additional lands have been hereinabove become subject to this defined as
Additions to Subiect Property: and until such time as such
are made to the Subiect Property in the manner hereinafter set forth,
no
property other her than the Subiect Property shall be affected by
or become subje
to the Declaratio tion.
Until such time as any portion of such property is submitted
to the terms of this Declaration by recordation of
a Supplemental Deciaration extending the scheme of the Declaration to said property, the Declarant
shall not
be obligated toto submit such property to this Declaration or make such property a
part of Oak Run; thereafter, Declarant shall have such rights regarding se
property as
are provided in this Declaration and the Supplemental Declaration property as are provided in t
which such property is subject.
not
such
to
Section 3. Supplemental Declaration of Covenants and Restrictions.
Each of the
Additions to Subject Property authorized under this s Article Article shall be made by the
Declarant
filing
of
record
a Supplemental
Declaration
of Covenants
and

Restrictions with respect to that t Additions
to Subject Property
which shall
subject that particular
Additions
to Subject Property to
the
scheme of the
covenants and restrictions of this Declaration as such scheme may be hereafter
modified or amended as provided for herein or in said Supplemental Declaration of moairied or
amended as provided for heren or in sad supplemena
ecitdo o1 Covenants and
Restrictions.
Such additions
shall be
made whenever the
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BK1925P60660
Declara rant in itss sole and absolute discretion deems appropriate, but in no event oplemental
Declarations making additions to Oak Run be recorded shall anny Suppler
byDY
or
after
years from the date this Declaration is recorded in the Public thirty (30 Records Declarant of Marion
an County, Florida. Such Supplemental Declaration shall be made
y Deciarant anand shall not require consent of any person or entity, including ithout limitationon, any
Owner, Member, mortgagee of a Homesite or Living Unit, the Association.
Such Supplemental Declaration may contain such additions laclemerddns lilalaiceD ya lamoc ɲus
sutorтp andhd modifications to these se Declarations and additions and modifications of the venants
and containod in this Doelaration
s
re Cov restrictions contained in this Declaration as may be necessary to eflect the different characte
cter, if anv
of the Additions to cthioa s to Subject Property. The
Homesite
in
any Additions to
S
ember of the the Supplemens biect
Property shall become
a Association As
when the tal Declaration ofo Covenants and
Restrictions submomitting the Additions to Subiect Property in which the Homesite is
ocated to the terms of tnchis Declaration, is re is recorded in the Public Records of
Marion County, Florida.
At and an
after that time the Owner may exercise all rights bf a Member of the Association dT
a тcнт ssoclations on, including ag the right to vote,
and
shall become
e
igt to vote,
and snem become
gubiect
to
the
terms
and conditous of

as
provided
in
the he
Ded
Ьupplemental Declaration, including without limitation the obligation for payment
of assessments ass provided therein.
At the time Declarant submits any of The roperties to this binnio is Declaration or a Supplemental Declaration, real estate taxes for
that vear shall be rated and Declarant shall be responsible for paving that
portion of such taxes
t
for the period prior to such submission.
Upon filing, any
ref
OW
prd Pr
snaplemental Decl Declaration nof Cove:venants and Restrictions shall be considered
a part
of the Declarations and the t
term" "Declaration" as used herein shall include such
Supplemental Declaration.

ARTICLE III

Rights in the Common Areas and Recreational Areas

Section 1.
Owner’s Easer ements ts in Common
Areas. Subject to the provisions of
Section
2 and the additsitional
provisions of this Declaration, D
every Owner,
his
guests.
invitees.
licenseCees arnd tenants shall have
a right and perpetual nonexclusive easement of enjoyment and use in and to all the Common Areas, for the
purposes for which they aree created as described herein or on any recorded plat
wherein
such
Common
Areas
are described, described,
and a
such su
easement
shall
be
appurtenant to and shall pass with title to every Homesite or Living Unit.
Such appurtenant to and shall pass with hte to every Homesite or Living Unit.
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ctde, ba
no
be
med to, tne owners easements of enjoyment and use shall include, but not be limited to, the Owner’s right of ingress and
egress

over the streets, roadways and walkways
on the
Common Areas for purposes of access to a Homesite or Living Unit, and Declarant shall
have
a richt of ingrase
ad
raes for itealf
an
ite shall
have
a right
of ingress
and
egress
for itself and its guests,
agents,
emplovees, invitees, licensees and
tenants
over such streets, roadways
walkways during any time the Declarant is constructing or repairing a Living Unit
thereon,
renting a Living Unit belonging to Declarant,
or providing any other
service or activity required of
or allowed to Declarant inin the Declaration.
Homeowner shall have any greater or lesser rights than than any other Homeowner or
the Declarant in any Common Area which encumbers such Homeowner’s Homesite. andNo
Rights in the secon2.
C10ss baselment
ot дтeDS
TITs tfe meniof ot
ne
Declarant
that
Oak
Run
will
be
divided
into
separate
areas
known
as
Neighborhoods.
At the time
any supplement to the
Oak RuRun
Declar laration is
recorded in the Public Records of Marion County, Florida, all al
Ownersers in Oak
Run, whether in any Neighborhood described in the plat for the Subject Property
or the plat for
any Additions
to Subject Property, shall
right and ave
a
perpetual non-exclusive easement of enjoyment ent and use in all the Common Areas

in Oak Run,
regardless of where the
Common on Areas Areas
are are located,
and such
easement t shalll be appurtenant to and shall pass with title to every Homesite or
Living Unit.
Section
3.
Recreational
Areas.
Declarant intends
to construct
rantain
improvements
on the Recreational Areas for the
use of the Owners.
Declarant
reserves the right to provide for some or all of the Owners of Living Units in any
Additions to Subject Property in Oak Run developed after the Subject Property to
have the right to use some
or all of the Recreational Areas
on
a non-exclusive
basis with Owners in the Subject Property and likewise Declarant reserves the
right to allow some
or all of the Owners in the Subject Property to use some or all
of the Recreational Areas in any Additions to Subject Property on a non-exclusive
basis with the Owners in such Additions to Subject Properties.
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Section4. Section 4. Delegation of Use.
Any Owner may delegate his Use.
Any Owner may delegate his right of enjoyment to
the Common Areas and Recreational Areas to the members of his family, his bona fide guests and inv
ecserined as any guest slaying witn the owner for twenty- four (24) hours or more), his
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t
ershant is tenants, and contract purchasers who reside in his eas
prin so
ace puciasers who reside in nis Living Unit, subject to such rules and requlations that mav be
established from time to time hu tha the Declarant.
All quests must be accompanied by a resident any
time quests are
using any Recreational Areas.
Section 5.
Rules and Regulations.
Declarant shall have the right in its sole and
absolute discretion to adopt, modify, amend and terminate at any time and from time to time rules and
regulations for the use of the
Common Areas and the Recreational Areas.
ARTICLE IV
The Association
Section
1.
Association.

Oak
Run
Homeowners
Association,
Inc.
(the "Association"),
a
Florida corporation not-for-profit,
has
been
organized
to ot-for-profit
has
been organized to
provide for organizing the recreational, social and cultural activities of Oak Run.
The Association shall
act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Association attached hereto
as
Exhibit "B", and the By-Laws of the Association, attached hereto as Exhibit "C".
Section 2. Membership. Every Owner of
a Living Unit
or Homesite and the
Declarant shall be a member of the Association. Except in the case of Declarant, membership shall be appurtenant to and may not be separated from ownership of
any Living Unit or Homesite.
Section 3.
follows:
Voting Rights.
The voting rights in the Association shall be
as
(a)
The Declarant shall control the Association and its sole vote
all on matters shall be determinative until until such time asas Declarant shall authorize voting
by other members as provided in the Articles of Incorporation of the Association.
uch
with
nesite sided
(b)
All Owners of Homesites shall be entitled to
one vote for each Homesite wels of
olesttes stlall
e to one
oe
o
ecn HomestLE owned.
When more than
one person holds an interest in any Homesite,
all suc
persons norenne ehall shall behe members, momhare
but hut inin no atrant event ehall shall morgen more than one vote be cast
respect to
any single Homesite.
In the event all of the Owners of
a Home ofa
Hamd
cannot agree
on any vote,

no vote shall be cast for such Homesite, provide
however, that the Association may conclusively rely on the vote cast by any of
the Owners of
a Homesite as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one of such Owners.
of
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 and mortgagees, and to noiders, insurers or guarantors or any irst orlgage тто all or a portion of The Properties, including Homesites, current copies of tthe alDeclaration, or a pertion By-Laws of the froperesthe esoation other eld and Articles of Incorporation of the Association, other rules concerning The Properties, and the books, records and financial statements
of the Assocciation. o
The T Association shall be deemed to have made such items
available. if they the
are
available
for inspection, upon
request.
during normal
business hours or under other reasonable circumstances. Any holder, insnsurer or
guarantor of
a first mortgage
on all or
a portion of The Properties, including Homesites, shall be entitled, upon written request, to a financial statement for
the immediately preceding fiscal year, free of charge to the party
so requesting,
and such statement shall be furnished within
a reasonable time following said
request.
Section
5.
Notice
to Mortgagees.
upon written request to the
Declarant
identifying the name and address of the holder of the first mortgage mortesms on a Homesite or Living Unit,
or the insurer or guarantor qua
of such first mortgage mortaarHomaesta on a Homesite
or Living Unit and the Homesite or Living Unit number or address, al holder of a
first mortgage on
a Homesite or Living Unit or insurer or guarantor of said first
mortgage shall be entitled to timely written notice of:
(a)
Any condemnation loss or casualty loss which affects
a material portion
of The Properties
or any Homesite
or Living
Unit
on which there is
a first mortgage held, insured, or guaranteed by such requesting party.

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(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Homesite or Living Unit subject to a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for a period of sixty (60) days.
(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
(d) Any proposed action which would require the consent of a specified percentage of first mortgage holders.
Section 6. Director for Declarant. The Articles of Incorporation of the Association shall and does provide that Declarant shall always be entitled to appoint one member to the Board of Directors of the Association.
Section 7. Dissoruion of Associaon. in the event of aissotution of the Section 7. Dissolution of Association. In the event of dissolution of the Association for whatever reason, any Owner or the Declarant may petition the Circuit Court of the Fifth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and The Properties in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and The Properties, including reinstatement of the Association as an active Florida corporation.
ARTICLE V
Membership in the Association
Section 1. Member. The Members of the Association shall consist of the Declarant, and all Owners of Homesites within The Properties provided that any such person or entity who holds an interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.
Section 2. Change of Membership. 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 naap
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aTemnt
asesg
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ecord
e
to
a Homesite
in
ine Properties.
The Owner designated by such instrument thus ar nasroI enuems becomes
a Member of
the Association and the membership of the prior
owner is termina nated.
The new brdind Owner shall notify the Association and Declarant of the recording of the deed or other instrument establishing record title and shall furnish the Association and Declarant a certified copy of such instrument.

ARTICLE VI

Covenants for Maintenance Assessments

Section 1.
Purpose of Assessments. The assessments levied by the Declarant shall be used in the sole and absolute discretion of the Declarant for the purpose
S
n of tho poelarant far th
of promoting the recreation, health, safety and welfare of the residents in Oak Run;
con and
replacing
improvements le striucting on the
Common maintainina Areas operating. and Recreational repairing Areas;
enforcing d
nlain the
Covenants
Restrictions; and for the maintenance, operation, repairing and
ano replacing of properties, services and facilities which have been constructed, installed
or furnished, or
may subsequently
be constructed, installed
or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Areas and Recreational Areas including, but not limited to, the of tne common Areas and Recreational Areas inciuang, dut not umited to, the payment of taxes, and insurance thereto,
on the Common Areas and Recreational paymen
o
as
en store comOп
Ts aud уатартоОТ 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
ne lawus
anu landscapea areas of the Common chall slehad fne
th
Areas

and Recreational Areas,
and for all utility costs including electricity,
water,
gas g 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 circuit Oak Run television channel, and for road
and drainage facilities, repair and maintenance. The assessment may also provide
reasonable reserves for deferred maintenance and replacements, for construction easond
slves for dererred mateflance and replacements, ror construcuon
of Common
Areas,
Recreational Areas,
and shall
also be used
as
a means of
enforcing compliance with these restrictions.

3
Sectio ion 2.
Ass ouces or
. A5S8sessments.
Each Owner of any Homesite by acceptance of a deed theref efor, eror, whet whetther
or not it shall be so expressed in any a suchh deed
or other
conveyance, hereby covenants and an agrees to pay to the Declarant:
(1)
An annualt assessment dssesshent payabie payable in advance in equal monthly installments in
advance in equal monthly instaliments
on the first day ay of each month.
Such assessment shall be for
any costs and
expenses relating inin
e
ate ta ans of thsm ce tot any costs and in any way to any of the items described in Section 1 above
other than forr road roa
and drainage (which is subject to
a specific assessment as and drainagewhich ie ss
se
sectton emove
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 drain тэps
н тs оэon Areas in perpetuity. Tnese funds will ill 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
REMOVAL OF YARD TRASH FROM 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,
e Declta shaot
e tbrp t pay aly essessments whether annuat special or road and drainage easements, for any Homesites ds
or tan any other property Terads TO
tnaraleaaem it owns in Oak Run.
The Declarant shall instead be obligated to pay costs and
expenses properly incurred in
evcessx 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
incurred thereof including, without limitation,
reasonable attorneys' fees by the Declarant incident to the collection ofof such assessments whether or not judicial proceedings are involved, and appeals, if any, shall constitute a continuing lien upon the Homesite against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in tho pub
ST th OT
e the Public Records of Marion County, Florida, and the lien shall continue in effect
until all sums secured by the lien shall have been fully paid.
Upon full payment, ms
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fullud
the party making payment payment shall shall bebe entitled to
a recordable satistaction of lien.
Each
suc assess essment,
together with interest thereon and cost of collection,
includ withoutat limitation, 1 reasonable attorneys' fees incurred by the Declarant incident to the colled collection of such assessment whether or not judicial proceedings

are involved. andnd appeals, Is, if any, shall also be the personal obligation of the personon wnoh is the the ne Owner of such Homesite at the time the assessment is due and payable. e.

No pay abie assessments may be offset by any claims by any Owner or the Association against Declarant for any reason.

Section 3. Delinquent Assessments. If any annual assessment or installment thereon is not paid within thirty (30) davs after the due date, a late fee may be charged by the Declarant, and the Declarant may accelerate the remaining installments of the regular annual assessment for that calendar year which otherwise would not be due, and declare the entire assessment asas 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 Sy lo0) days or those twice deinquent more than thirty (30) days may De sixty (60) days or those twice delinquent more than thirty (30) days may be charged for the annual assessment for the next calendar year in advance and

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Yea u aavdice ana siuil pe subject to me same colieccions, lien and foreclosure proceedings as otherwise provided for barin o ara aite or ah otherwise provided for herein.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas, the Recreational Areas, or abandonment of his Homesite.

Section 4.

Rights of Declarant to Collect Delinquent Assessments.
Liens for
assessments may be foreclosed by suit brought in the name ofof the Ded 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.
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Section seclion s.5.
Method Method ofof Setting setting Annual Ann
and Road Road and and Drainage Assessments.
Annual and Road
and Drainage
Assessment
shall be initiated, increased
decreased in accordance with the following provisions: Theor
(a)
The Annual Assessment may be initiated, increased or decreased by the ue
ssessment aybeted,
nereased or decreased by the Declarant after considering current construction,
operation,
maintenance and
repair
costs
and
expenses expenses
and
estimated
future sututeeeat construction,
operation, odeто maintenance and repair costs and expenses.
The initial Annual Assessment for
$904.80 each Homesite are subject to the terms and provisions of this Declaration shall be per annum,
payable in advance in equal monthly installments of $75.40 per month on the first day of each month,
until January 1,1, 1994.
After January
1, 1994 the Annual Assessment Assessment may be adjusted in a sum equal to the percentage
of the increase or decrease of the Consumer Price Index, averaged out for the preceding twelve (12
month period).
The Consumer Price Index referred to
herein shal be the Consumer Price Index, U. S. Average of Items and Foods, published by the Bureau
of Labor Statistics of the U. S. Department of Labor.
(b) The road and drainage assessment shall be determined, paid, collected
and enforced in thee samee fashion fashion asas the the Annual Assessment.
The initial road and
drainage assessment for each Homesite subject to the terms of this Declaration
shall be $75.60 per p annum, payable in advance in equal monthly installments of
$6.30 per month until January 1, 1994.
Section 6.
Special Assessments. essments.
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 liable for
an assessment.
The certificate shall state whether said assesent hahas eh 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 equired tot pay any asses: assessments for the Homesites Homesites it owns.
Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessme assessments, charges and liens created herein:
(a) Any parcel of property which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use.
(b) All Commonon Areas Areas asas defined in Article I, Section 1(b), and Recreational Areas as defined in Article Article I,I, Section 1(j). all
(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 the member of such committee tesus l Decomes unaple to serve tnereon, the Declarant shall appoint his or her successor.
Section 2. Review by Architectural Review Board. In order to enhance, maintain and preserve values of The Properties and all Living Units and Homesites located therein, and subject to

Section
8 below, no building,
fence, wall,
or
other therein,
and subject to Section 8 below,
no bullaing, rence,
wall,
or
otner structure or improvement (including landscaping) shall be commenced, painted, structure
or mdrovemencng lndscapig) sall be conenced, panted, erected or maintained upon The Properties,
nor shall any exterior addition to or
exterior exterior change hange or alteration be made to any previous improvement on a Homesite
o aeao
nor shall any awning, canopy, shutter, or antenna be attached to or placed upon
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outside walls or roofs of buildings or other improvements, until the plans and specifications
showing the the nature, kind,
shape, height, materials,
color salecton,
and toc selection, and of the same shall have been submitted to location of the same to and approved
in иу
as
to HaTmO cmony of exterior design and location in relation to surrounding
structures and topogra raphy by the ARB and until the ARB has received assurance רגז setחנכת nia
aigopoL acceptable to it that anyY damage to the Properties as a result of such additions or alterations
will be repaire dm in
a timely son.
he
ARB
Snall review such to detarms information to detetermine Tatoy harmony of exterior design, color and
location in relation от ахо
desigu, color and location in relation to surrounding g structures and pro ided the criteria of ths
app
торetodet must pe
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storУ a of the ARB are met.
The ARB may condition its approval of proposals andnd plans and specifications asas itit deems
deems appropriate, and may require submission
of additional plans and specifications or other information prior to of athorohnma
guidelines approving setting or disapproving
material submitted. The ARB may also issue rules or forth procedures for the submission of plans and
specifications submitted for its review as it deems proper including, without limitation, floor
plans, site plans. drainage plans, elevation drawings and descriptions or samples
of exterior materials and colors.
Upon receipt by the ARB of any required plans and specifications, the ARB shall have thirty (30) days
after delivery
of all aud sdecicatios, le AKs shat have thirtY (50) days arter deivery От eTT required materials to
approve or reject any such plans, and if
not approved 2л
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s
and not approдар within such thirty (30) day period,
said plans shall be deemed rejected.
The
ARB’s approval or disapproval as required in these covenants shall be in writing. All

changes
and alterations shall
also
be subject
to
all applicable permit
requirements and
to
all applicable governmental laws,
statutes, ordinances, rules, regulations, orders and decrees.
Section 3. Approval Not to be Construed as Waiver.
The approval by the ARB of
any proposals
or plans and specifications
or drawings for any a 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 cotselft of
e ARD, SHefo
de deemed to constitute a waiver of any rignt to withhold
approval
or
consent
as
to
any
similar
proposals,
plans
and
specifications,
drawings
or
matters
whatever subsequently
or additionally
submitted for approval or consent. suhmittad for annalr
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Section 4. Architectural Review Board Expenses.
The members of the ARB shall
receive
no compensation for services rendered,
other than reimbursement for
expenses incurred by them in the performance of their duties hereunder.
Section 5.
Inspection by Architectural Review Board.
Inspection of work and
correction of defects therein shall proceed as follows:
(a)
Upon completion of
any work for which approved plans
are required
under this Article, the Owner shall give written notice of completion to the ARB.
. (b) Within thirty (30) days thereafter,
the ARB
or its duly authorized
representatives may inspect such improvement.

If the ARB finds that such work is not effected in substantial substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, ecifying the particulars of non-compliance. The T thirtyty (30)) day period shall not commence to run until the ARB receives from the Owner, a notice of completion. compretion. Thehe ARB AR may may inin itsts discretion aiscretion inspect inspect the the improvements umprovements while while the tne Sонэ те Deig ade of cosucted o udon compietio ea nory the Owner same are being made or constructed or upon completion and notify the Owner of non-compliance even if the Owner has not given the ARB notice of completion.

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

If a non-compliance exists, asas determined in the sole and absolute discretion of Declarant, the Declarant shall notify the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of delivery to such Owner of notice of the Declarant's determination of nonCOmpliance. fie Owner shan be obiigated to comply with such notice, and if the Owner does not comply with such notice within such period, the Declarant, at its ntin marr aitarr the ning i option, may either remove the non-complying improvements or remedy the noncompliance and the Owner shall reimburse the Declarant after delivery by omer 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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ARB fals
to notify the
Owner of any
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notice Owner, the improvement shall be deemed to have been made accordance with said approved
plans. in
) If an Owner does not obtain the approval of the ARB as provided herein,
and proceeds to
malmake
any improvements
on
a Homesite which
require
ARE
approval, the ARB uponp
actual discovery of such improvements may within thirty
(30) (5(
days
ofr
such discovery approve them
asa being
in accordance with the
tents for approval,
or the ARB may within said thirty (30) day period notify thewTT Owner in writing of the
non-compliance of those improvements.
The ARB skshall then proceed as is provided in Section 5(c), Article VII.
Sectionon 6.
Limitations
on Architectural Review Board Liability.
Neither the
ARB, inincluding without limitation the Declarant when acting as the ARB, nor any member thereof,

nor the Association shall be liable to any Owner or
any other
person or entity for any loss, damage or injury arising out of or in any way connected
with
the performance nce
or non-performance of the ARB’s
duties
hereunder, unless s due to the willful willful misconduct of a member and only the member
engaging in such willful misconduct shall have any liability in such event. The
ARB Shall
review and
approve or disapprove all plans submitted to it for any
proposed improvement.
alteration
or addition
solely
on
the
basis
of aesthetic
considerations setatolls and ad the teoveral overall beet benefit oror detriment derment which whien
would would resut result elther either inn
the immediate vicinity of such Homesite or to The Properties in general.
The ARB chall
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tohe Fopees f general.
Ine ARB shall take into consideration the aesthetic aspects of the architectural designs, desteu
aspects of the architectural designs placement
of buildings,
landscaping,
color
schemes,
exterior finishes
and
materials and similar features, but shall not be responsible for reviewing. nor
shall its approval of any plan or design be deemed approval of,
any plan or
design
from
the
standpoint of structural safety,
warranty
of
design
conformance with building or other codes. or
Section 7. Variances. The ARB may authorize variances from compliance with the architectural
provisions of this Declaration when
circumstances such
as topography, topography,
natural natural
obstructions, obstructions,
hardship, nardsmp,
aesthettc aesthetic
ofor environta environmental considerations require.
Such variances must be evidenced in writing. If such considerations variances are granted, requre.
nosuchents violation of the covenants, conditions and restrictions variances contained are in this

granted,ll Declaration shall be deemed to have occurred with respect to the ueharari vere granted. The granting of such a variance matters for which the variances were shall not, however, operate to e variances waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof her covered by the variance, nor shall it affect in any way the Owner's obligation to comply with w all governmental laws laws and regulations affecting his use of the premises ses including, including, but b not not 1limited to, zoning ordinances and set back lines or requirements imposed by any governmental or municipal authority. nor toto obtain a similar variance from other architectural committees having jurisdiction.

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

Section 9. Attorneys' Fees and Costs. For all purposes necessary to enforce or defend or construe this Article, the ARB, and the Declarant shall be entitled to netaub of constmna Aucie, le AR,ad ife Deciarat suan de entitued 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 as 5(c) of this Article.

ARTICLE VIII

Maintenance

Section 1. Maintenance by the Owner. Unless designated as aa responsibility of the Declarant in section or Articre v AT TS TAd evteriors of the Declarant in Section 2 of Article VIII, each

Owner is responsible for maintenance in good order, condition or repair of the interiors and exteriors of
Living Units and of all mechanical equipment, plumbing and electrical facilities atella all located on a omesite servicing the Living Unit thereon, and any pool, hot tub,

spa
or
similar
racility
located
on
a Homesite,
and
any
equipment
and
appurtenances.
T'ne Owner shall promptly perform such maintenance so
as to keep the Living Unit and Homesite in a good state of repair and in conformity with thocthetir the aesthetic standardrds required from time to time by the ARB.
No Owner shall in
any way maintain
mododify or improve any areas for which the poster Declarant has the responsibility for maintenance without 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 care for those lawn
and shrub areas within The Properties which are a part of the Common Areas and
Recreational
Areas other than
areas within
utility and road
easements
over Homeestas
which chall
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dsellents
over Homesites, which shall be the responsibility of the Owner under Section 11
of
Article IX.
Suchuch maintenance by the Owner shall be limited to mowing, trimming mar
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and edging of lawns and shrubs.
The Declarant, in its sole discretion
shal
determine the need for replacemen replacement and/or improvement of landscaping, lawns
and shrubs.
such
(b) Private Roads, Walkways,
Parking
Areas and
Paths.

The Declarant shall maintain and repair all private roadways, walkways, parking areas, paths and drainage areas, if any, throughout The Properties. In the event any roadways, walkways, parking areas, path or drainage areas are damaged as a таеТ от te negiigence of an Owher, of is ramly, guest, icensee, invitee, or result of the negligence of an Owner, or his family, guest, licensee, invitee, tenant, the Declarant may repair or replace such damage and demand eueh reimbursement from such Owner by delivery of written notice thereof. If such Owner does not reimburse Declarant within fifteen (15) days of such notice. then Declarant may levy a special assessment against the Owner for reimbursement as provided in Section XV.

Section 3. Declarant May Contract for Services. The Declarant may contract for the management of all or part of The Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration. The Declarant may contract with public or private utility companies, including without limitation a private utility company with which Declarant is affiliated or controls, aon a piivate ity company with which Deciarant is arrliated or controts for purposes of supplying utility services to The Properties and the costs and enadrr aLy Setces to he fhopelltes ad tecosts anp 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 ofa utlite al annual assessments.

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

Declarant
for
purposes
construction and maintenance activities related to any such fences.
ARTICLE IX
Restrictive Covenants
of
Section 1.
The Properties Subjected to Restrictive Covenants.
In addition to
other restrictions,
reservations and conditions
set forth elsewhere
in
this
Declaration,
The Properties shallll be subject subject to the following restrictions,
reservations and conditions, which shall be binding upon each and every Owner,
with the exception of the Declarant, who shall acquire hereafter a Homesite or any
portion of The Properties, and shall be binding upon their respective heirs,
personal representatives, successors and assigns.
Section 2. Residential Use.
No Homesite shall be used for any purpose except
fui
residentiai
purpuses,
and
shal have
a maximum of four (4)
people
as maimim
permanent residents of each Living Unit.
No structures or additions shall be
erected, altered,
placed
or permitted
to remain
onon
any Homesite within
The Properties other than one Living Unit, a private attached garage or carport, and structures and additions such as swimming pools, attached screened enclosures and patios (as approved by the ARB), except in the case where the Declarant
determines in its sole and absolute discretion to modify the use of a Homesite to determines in its sore and apsorute diseretton to modry tne use of a Homesite 1o
use as Common Areas.
Such modification may be made by the Declarant amending
this Declaration without the necessity of joinder by any Owners
or mortgagees of
Homesites.
All such structures shall be attached to the Living Unit, it being

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intenended
hereby
to
prohibit

all
free standing
structures
and
suom ON hing contained in this Declaration cation shall shall preclude the Declarant or its agents or emplployees from maintaining offices on a Homesite or elsewhere in The Properties for thene within The Properties nc oT dтошog
re sale of Homesites and Living Units and for purposes of the operation and adminisistration of Run and any other activitieses allowed to Declarant under this Declarant and its agents and mnit vs
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ns Declaration,
and ad emplovees shall have
access
to and
use
of the
Common AreasIs and Recreational Re
areas to facilitato ana
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ne ate such sales.
In addition.
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hall have the right to allocbcate a portion or portions of The Properties
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to
netruat construct foro
commercial
purposes
and/or multi-i-family
purposes
improvements nts on such portion or portions for such purposes: such areas shall not be common Areas
or Recreational
Areas but shall be owned by Declarant and be subject to such portion of this Declaration as Declarant in its sole and absolute discretion shall determine.

Section 3. Ownership Conveyance.
No Owner of a Homesite or Living Unit shall convey an ownership interest in their lot
or lots less than that which they own. Notwithstanding the provisions of this paragraph, the Declarant may from time to ts
of
t wich they ownп.
time
designate
certain certain lots
in
The Properties
for
use
or
uses as
parks, T
recreational
areas,
office
facilities.

utility
facilities.
storage storage facili facilities, dat and
vehicular and equipment parking and storage facilities.
Section 4. Subdividing Homesites.
No
Homesites
or Living
Units
shall be
subdivided
or divided into
any parcels, tracts or lots smaller in size than that snaaivided or divided into any parcels, tracts or lots smaller in size than that
which was originally conveyed by Declarant to the initial Owner.
No Homesite
s
te ona
g ot.
eciarant reserves unto itseir the rибua shall contain more than one Living Unit.
Declarant reserves unto itself the right
to subdivide, redivide and/or divide into parcels, tracts or lots, that part of The
Properties which may be used for commercial
or multi-family purposes by the Declarant.
Section 5. Increasing Size of Homesite. No tract shall be increased in size by filling in any waterway, drainage area, lake or canal on which it may abut, except by Declarant.
Section 6. Temporary Structure Not to be Used
as Residence. No structure of a
temporary character,
trailer, boat,
motor home, recreational vehicle, tent, shack,
garage, barn
or other outbuilding shall be erected or placed
on
any
Homesite at any time, nor shall anything other than the Living Unit be used as a
residence, either temporarily or permanently.
Section 7.
Modifying Structures.
No Owner in The Properties shall change,
alter, modify, add
to
or delete from any existing structure on his
Homesite
without first receiving written written permission from the Declarant.
No structure,
building, swimming pool,
or addition to
any Living
Unit including additional
concrete or asphalt installations shall be erected, constructed or placed on any
Homesite without the prior written consent and approval of Declarant.
Section 8. Excavating and Clearing Land.
Nooozuб bulldozing
or clearing of trees oj clearing of trees
from the land conveyed or excavation of lakes or ponds shall be commenced until
the plans and specifications showing the nature, kind, shape and location of work sttt ne colenced
n

to be done ne and the grading plans of the plot to be built upon shall have been submitted to and approved in writing by the Declarant, and a copy thereof, as finally approved, lodged permanently with the Declarant. Any tree which is more than three inches in diameter measured at a height of four feet and/or five feet in height may not be removed unless written approval has been granted by the Declarant.

Section 9. Improvement Completion Time Frame. Unless specifically excepted by Declarant, in writing, all improvements for which an ARB approval for construction has been issued shall be completed within six (6) months of the issuance vi said approval. In the event une approved improvements are not are n completed within six (6) months of the date of the approval, prior approva of the ARB shall be deemed null and void, and such improvement in process shall be considered as being without approval and, therefore, in non-compliance with the Restrictive Covenants contained within this Article.

section 10. Rignts of way and Lawn Care. Owners shall keep, at all times, their Section 10. Rights of Way and Lawn Care. Owners shall keep, at all times, their Homesites and any easements located on or adjacent thereto (including front, side notesites and any easements focated on or adjacent thereto (including front, slae and rear road and utility easements), mowed to the edge of the pavement, or the Homesite, HomoeitoSбэ as applicable, and in a neat, clean and orderly condition. All grass от tie pavement, of the

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and shrub Siuos ubs must beD watered wateled and fertilized as necessary in order to keep lawns and shrubbery green and in aamve live condition. Declarant may, in its sole disliscretion, set lawn and shru rubbery watering times for all Homesites in Oak Run. pcpeту waterg les roT T uomesites Oak Ru. In the event the Owner of anany lot fails to do so, the Declarant reserves the right to enter upon said lot and carare for the same by cutting and/or cleaning said lot,

and shall deliver written notic tice to such Owner demanding reimburarsement for the cost of such care.

Should the Owner of any a Homesite, within fifteceen (15) dadas days of delivery 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.

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Section 11.

Easements.

Nothing shall be placed on any part of any Homesite which is reserved as an easement or right of way for street, road pr wa utilities, or drainagegs suh sta mtelleта м tne construct age if such shall interfere with the constructaction, usese mainter enance of said roads, streets, walkways, drainage and utilities. utntes.

Inin event any structurure, trees or other vegetation interferes witwith constructi nance or mainter enance or repaatr on euh seamant ar aht pair on such easement or right of way, the same n may be remo by the Declarant, and the cost thereof shall be pavable by such Owner Declarar ant within fif fifteen (15) days written notice to such Owner. ner. If said Ow shall failil tto reimburs burse Declarant, Declarant shall levy a special assessment against such Owne ner for reimbursement pursuant to the provisions of Article XV wner thearm

Section seciot

12.

Park Fark ing.

No motor homes, recreational vehicles, boats, trailers, du-kcip trucks nncks orr motor vehicles in excess of a 3/4 ton rating, shall be kept or parked ed on any Home nesite in excess of twenty-four (24) hours during any calendar hasod mesite in excess or twenty-rouI)74) nours during any calendar month except in a a galage от er dedS

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a garage or other
areas which
may be designated by
rant in its didiscretion for such use.
All commercial motor vehicles, travel
s, motor hom
e adorotorad he thoir omes, boats and trailers must be parked and/or stored by their be in
designa nated parking
areas
to be provided by the Declarant.
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Declarant ant
may chaharge
a reasonable fee for the storage and/or parking of
vehicles,
trailers,
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homes, es,
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and
trailers
in the
Declar
trailers
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the
from
a spec
aforementi ntioned
ve
designated ted cking
areas.
Said
fee,
if unpaid
after fifteen
(15)
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written notice delivered de
by Declarant to the Owner therefore shall be assessed as ecial assess 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 ACle XV.
The parking and storage of automobiles shall be limited to the Av.
he parkng and storage of automopues snall be
mited to the driveways of Homesites and other areas specifically designated by the Declarant. teo as
sdecay
esiglatedy
ne Decidlall. All vehicles must be parked on the concrete driveway of the Homesite.
No vehicle

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iaht of
a t may be parked on any right of way.
No more than two automobiles may be parked
on
any Homesite
at
one
time.
The Declarant is specifically authorized to
the
the
promulgate additional rules
and regulations pertaining
to parking, and
Declarant is specifically granted the right : to enforce this provisions by towing of vehicles in violation
of these provisions at the expense of the Owner,
which shall be due and payable by Owner within fifteen (15) days of receipt of
written notice demanding reimbursement delivered by Declarant to
Owner.
Owner shall fail to pay such amount within such time period, Declarant shall
a special assessment under the provisions of Article XV. If levy
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 ofof any any Homesite, Homesite,
a member of his
or her family, guests, invitees, licensees,
or tenants shall
engage
in the construction, constr ucdon,
lecois reconstruction, noron
redan repair
orот maintenance anance
ofof
any ey
motor oto
venmoте vehicle,
whether said motor vehicle is owned by the Owner or not except, however, the
provisions of this paragraph shall not be construed to mean that a Homeowner may
a not wasii aud/or polish, cauye a üle, uf enange tne ou on a motor vehicle which
the Owner owns, on Owner’s Homesite.

All motor vehicles must be maintained so as not to create an eyesore or effect the aesthetic standards of Oak Run. There shall be no repair, assembling or disassembling of motor vehicles except inside the Owner's garage.

Section 15. Driveways. All driveways shall be maintained in the form and style originally established by the Declarant. Driveways will not be painted or covered with material other than approved by the ARB.

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Section 16. Trash. No Homesite Homesite oror any any dart part ofof Oaĸ Oak ĸyRun shall be used maintained as a dumping ground for rubbish. Trash, garbage or other waste, orto include yard trash, shall be bagged and tied and kept in covered sanitary oter waanita containers in theash, garage shall or beutility bagged sheds, and or tied at the and rear eptcovnd of the Living Unit Unit out out oof sight from the street within an approved fenced area. On those days, and only on those days, when garbage pickups are made atat The Properties, the Owners shall place their garbage (bagged and tied) on their Homesites and adjacent to the street for pick ick up no sooner than than dusk, the day prior to pickup. up. All receptacles will will bebe removed remenoved from curbside not later than than two (2) hours after pickup. There shall be of trash or any otner no urning of trash or any other waste materials on The o na on The Properties except as stated in Section 20. In the event trash must be collected from a receptacle servicing more than one Homesite to meet the requirements of the collection companany or agency, all trash and garbage shall be in plastic bags and bof OT De oT TPSH Pnd gaage shal be in piastic Dags and tied securely bebfore being placed in the receptacle. In no event shall trash be bced outside trackS da the receptacle. Fences enclosing trash containers must be of the type approved by the ARB, and Owners must obtain written approval before erecting any such fence. The Declarant reserves the right during any construction by Declarant

or otherwise to maintain a receptacle for garbage and
trash on The Properties.
sectuon1/. Section 17.
Containers and
Fuell Tanks.ks.
All garbage garbage
orr trash tr containers, oil
tanks or bottled gas tanks, shall be located at the rear of the structure served lallks of
otted gas tanks, shal be located at the rear or the structure served
OTIT EIROT
e
stama
nnатбтр of
ia мепар-in area which is not visiole and shall be installed underground or within a walled-in area
which is not visible from
any
street
or adjoining
property.
Any
such
walled-in
area shall be conetrietadin sueg dopeLyy sucп мепар-led
shaln constructed in such a manner as to be inaccessible to dogs or other animals. walled areas must
be of a form and material approved by the ARB. All
Section 18.
Burning.
No Owner shall burn any trash, debris or refuse,
or allow any other person to burn trash, debris or refuse onon 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 Only.
The Declarant has designated and developed
The
Properties
for
the the
purposes of providing a
a single family
residential subdivision
possessing
an
aesthetically
attractive,
quiet,
comfortable environment conducive to a style of living desired by middle age or senior citizen
t
se oe sanior
persons.
To assure all Owners that the heretofore mentioned environment shall aniront remain constant,
no
persons under eighteen
years of
age shall
occupy
or
permanently reside or live in any Living Unit except, however, members of

Owner’s family under the age of eighteen (18) years may visit and stay with an Owner for a period of time not to exceed an aggregate of thirty (30) days in any calendar year. an

Section 20. Signs.

To preserve the aesthetic quality of The Properties no igns. to preserve the aesthetic quauty of the Propertues, signs, including signs advertising the sale or rental of any Living Unit, shall be placed or allowed to be erected or placed on any Homesite including window signs inside any Living Unit visible through any windows without the prior writte consent of the Declarant. The Declarant reserves the right to grant and/or deny in its sole and absolute discretion, its consent. The Declarant, however, reserves unto itself the right to erect advertising signs on Homesites owned by the Declarant.

Section 21. Pets.

No animals, livestock or poultry of any kind shall be raised, аТеD OT hep of any rhomesite, except that two dogs, cats or smal house biras or bred or kept on any Homesite, except that two dogs, cats or small house birds or other household pets may be kept on a Homesite, provided that they are not kept, nsaopets thay e se esile, provded ta tey are hot kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) pets shall be kept on any Homesite at any time. Pets shall be on any anutimepote chall on a leash at all times when outside the Living Unit. Dogs shall not be walked on grass other than an Owner’s Homesite and in pet walk areas designated by the Declarant (if any).). All pets are prohibited in the Recreational Areas and on all Common icus. cus Pets which are ar discovered outside at Owner’s ’s Living ont ana nor on a leash and accompanied by the Owner or the OwOner’s agent shall be reported to the appropriate governmental agency, and and shall shall be subject subject to1 to being picked up and impou bunded byy Declarant or its agents, including security personnel.

מומ ,If

ע eind Dy Deciarant or its agents, incluaing security personnel. I, after rece ceipt of wwritten notice by the Declarant of a violation of the provisions of ro ain SHOTSTAOid TO this para agraph, the t) Owner does not correct such violations, the Declarant shall ha antitlod to motS re Decialall

sloTT 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 anr

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 entetpris enterprise or business activity of any kind shall be carried on or conducted on or from any Homesites except those businesses, commercial enterprises and business activities exempted by the Declarant on Homesites or other portions of The Properties owned by the Declarant, as provided herein.

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

Section 23.

Leases.

All leases of Homesites and Living Units shall be restricted Leases.

All leases of Homesites and Living ts shalt 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 etet si ave ta 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 thiss lease is subject to the Declaration of Covenants and Restrictions of Oak Run, Articles of Incorporation and By-Laws of Oak Run Homeowners Association, HSSOтao Inc., and Rules and Regulations provided el ag nd egmetous provided thereunder, that lessee has read the same, agrees to be bound that DRTSAS snun thereby, and that failure to comply with same may result in certain remedies being applicable to lessee, including without limitation termination of this lease, and personal liability of lessee for damages."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee’s invitee, guest or licensee of a Homesite occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and an agreement to be bound thereby and subject thereto.

No lease shall be for a term less than three (3) months.
Owners wishing to
lease their Homesites and Living Units may be required by Declarant to place in
escrow with the Declarant Decla
a sum as determined by the Declarant which may
used by the Declarant to repair any damage to the Common Areas and Recreational
Areas
or other portions on of The Properties resulting from acts
or omissions of be
tenants (as determined in the sole and absolute discretion of the Declarant).
The
Owner will be jointly and severally liable with the tenant to the Declarant for any
the 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 ect such tedats o
to pay any cram ror injury or damage to
property caused by the negligence of the tenant.
Any balance remaining in the seintaii
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d
тeg
mthe
escrow account, less
an administrative charge as determined by the Declarant,
shall be returned to the Owner within ninety (90) days after the tenant and all
subsequent tenants permanently move out.
The Declarant, at its option, shall be
deemed the agent of the Owner for purposes of bringing any eviction proceedings
deemed necessary by the Declarant.
The Declarant shall have the right to collect
attorneys' fees against any occupant or tenant and the Owner in the event that
legal proceedings must be instituted against such occupant or tenant for his
eviction or for enforcement of the Declaration. The Declarant is exempt from the
provisions of this section.
Section 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
may not exceed the height of four (4) feet and must be green vinvl coated metal
chain link construction.
No fences shall be erected, ere
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 tthe
back yard that exceeds two percent (2%) of the gross square footage of the lot on
which the garden is grown.
Section 26.
Hedges.
No hedge shall be allowed to exceed the height of six (6)
feet on any Homesite in The Properties; county ordinance(s) will supersede deed

restrictions.

Section 27. Water Svstems. The Declarant has entered into an exclusive franchise agreement with a utility company for the installation and operation of a central water and sewer system to serve all Homesites and tiv ien or a Living Units in The Properties.

Section 28. Sprinkler Systems. No Owner in The Properties shall, after closing on a Living Unit, place, install or construct upon any Homesite, or allow to be placed, installed or constructed upon any Homesite a fixed water sprinkler system for irrigation purposes, without the prior written consent of the ARB.

Section 29. Cable Television. The Declarant shall have the exclusive right to elevision. The Declarant snal nave the exciusive rignt to TTTS мels wi e lodajmas leviSion recepuon as the Deciarant furnish to all Owners within The Properties, television reception as the Declarant deems appropriate, including without limitation an exclusive closed circuit Oak Run television channel, and to charge as a result thereof a reasonable installation to as a a fee and service charge for providing the same. The service charge shall be included in the annual assessment, and the installation fee, if unpaid after fifteen (15) days written notice delivered by Declarant to Owner, may be levied as a special assessment by Declarant under Article XV. Such easements as are necessary ar for f the the connection and 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 feceiver shal be isierap or o ot 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 inin The Properties security
services, recreational facility services, garbage and trash collection services,
all as
the Declarant deems appropriate, and to charge a reasonable fee for providing said services, the fee
for which shall be included in the annual assessment.
Section 32.
Mailboxes.
No mailbox
or paper box or other receptacle of any kind Mapoxes.
NO meix or paper pox or otner receptacle of any
ud for use in the delivery of mail,
newspapers,
or magazines, or similar material
shall be erected by an
Owner unless the size, location, design and
type of
material for said boxes or receptacles shall have been approved by the ARB, and
said mailboxes shall contain only the name and address of the occupant of said lot.
The replacement of all mailboxes and light posts must be of identical design
as of
that of the original.
No Owner shall modify any Declarant-installed mailboxes or
light posts without prior consent of the ARB.
Nothing may be added or attached
to the tine post structure or mailbox itself, including without limitation, other signs, flowers, decorations,
and license plates.
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
a
toan
oumer
minimize the adverse effect on the safety of the Owners of other Homesites in the
subdivision.
Pole lights will not be placed,
located
or permitted upon
any
Homesite.
Coach lights may be mounted by
an Owner
on the exterior of the
Owner’s Living Unit, after receipt of approval
as
to the specifications and
mounting plan by the ARB.
secuon se.
xara Lints.
for security purposes, all Homesites in the Properties Section 34.
Yard Lights.

For security purposes, all Homesites in The Properties
shall haveve all an
operotэ operable front тто
yard yeeud lamp esas specfied specified asas toto for form and and materials materials byby
the ARB.
Each Owner must at all times maintain said lamp in a working condition, adinure and insure that that
this thie
light lckht remains ramsine on
n
atat
all all
times timoc during all hours WOTтоп of darkness,
and pay for such electricity
as is required to
so provide such light, and to
maintain and repair such light.
Jcotion 35. Clotheslincs. It is pronibited to nang and/or dust garments, rugs or
any other materials from the windows, balconies
or from the
exterior of any
Living Unit.
Outside clotheslines
or other exterior clothes drying facility are
pronited except one portable umorena type clotnesine wnicn may be used
u prohibited except
one portable umbrella type clothesline which
may be used if
desired.
All clotheslines must be kept closed when not in
use.
Under all
circumstances, all clotheslines must be located in the backyard only and within iraumotanege
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ain th
n
nt
fifteen (15) feet of the Living Unit and such clotheslines may be used until 4:00 mau
weaduntl
p.m. on weekdays only. amon

Section 36.
Outside Storage, Decorations and Ornaments.
No items, articles, decorations, ornamental sianes, tigures, lawIT wnf ofnaments or olner decorations
of
any
kind,
including
without
limitation iten emsms including
garden tools,
hose micluang
garden
tools,
nose ses,
h ladders and other items, shall be stored on, hung, 1 or placed outside the Liviing
IS Unit.
No decorations or ornaments may be afffixed to

o the exterior of any LivingEA Unit or placed in any front uard ofa Hmocite
The Owner may, howewever, ha
seasonal decorations,
such as Christmas decorations, for periods not to exceed
two weeks prior to, and one week subsequent to, the holiday for which such
decorations are applicable.
Section 37. Landscaping.
The ARB shall approve all plans for landscaping of
Homesite any Homesite, in The prior Properties. to the Owner planting any shrubbery, trees or plants
on any Owners may, however, replace dead shrubbery or Homesite in The Properties.
Owners may, nowever, repla add additional shrubbery within existing landscaped
areas, without prior approval.
Lawns shall be comprised of grass sod.
No artificial shrubbery, trees approval. Lawns stat de comprised or grass sod
No artincial shrubpery, trees or other artificial vegetation or landscaping shall be permitted. All
landscaping
shall be regularly mowed, trimmed or otherwise maintained in good condition at all
times sby Owner.
No excessive weeds or unsightiv undergrowth or 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 allowed
for sprinkling.
Section
38.
Window
and
Air
Conditioningng
Units. Units.
NoNo window window
ororwall wall
air air
сонтpomig amt shhall
e permitted to be placed in a tiving onit.
NO LIVing Unit conditioning unit shall be permitted to be placed in a Living Unit.
No Living Unit
sita llaveom rou placed if any widow of giass door,
of any rerlective shall have aluminum foil placed in any window or glass door,
or any reflective
substance place on any glass, except as may be previously approved in writing by the ARB for the

purposes of energy conservation. et
drev
Section 39.
Drilling. g.
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 cicane 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 or mub spa, doois.
Any swimming doo, tad poor, toug spa
от 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: are
(a) Construction must comply
with
all requirements set forth by
any appropriate governmental body having jurisdiction over er the construction.
)0((b)
NoNO construction constructuon shall be allowed
which will
or
may jeopardize the structural integrity
of
any existing improvements
as initially provided by Declarant.
(c)
All screened enclosures must be of the
same style and type
as initially provided by Declarant and must be approved by ARB prior to construction.
Section 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 previously, in writing, by the ARB.
Section 43.
Boats and Lakes.
No motorized boats
may be used in the lakes
delacol no eht eanradoif TOf llas yla staoD eD paros
sane то guот am located on The Properties, nor shall any boats be stored in the lakes or along the shoreline.
No dock or other similar structure shall be located in or near the lakes
located in The Properties.
No grass clippings
nor other refuse shall be dumped
in the lakes. Declaran suali have
ne rignt too nave cuppings and refuse removed
from the lakes,
and the cost thereof shall
be paid by
any Owner who
is
responsible le 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 levya
speclal special assessment assessment thereror therefor pursuant pursuant to the provisions or Article Xv.
The use of 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 ally lahe OT SMTIInng poor ror goating or swmming is done at the sole risk or the
Owner and the Owner's guests, invitees, licensees and tenants and the Declarant

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assumes
facilities.
no liability for
any
accidents occurring during
such
use
of
such
Section 44.
Nuisances.
No noxious or offensive activity shall be carried on upon
any Homesite, nor nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any disturbance be permitted which will interfere with the rights, comforts oror convenience of other Owners and their guests, invitees or lessees.
Owners shall be prohibited from
doing anything
or conducting any activity which would detract
or in any way
deter from the beauty or natural aesthetics of Oak O Run.
If,
after receipt of
written notification from the Declarant of
a violation of the provisions of this
Section,
the
Owner does
not correct such violation, the
Declarant
shall be
entitled to levy a special assessment against the Owner's Homesite for the cost of special pesassant aganst the Owher's Homesite for the cost of correcting the violation, as provided for in Article XV hereof.
Declarant may,
the its sole discretion, determine whether
a violation of this Section shall the ite sole dieratinэтоTDecialdt

ay,
referred to
an appropriate governmental agency enforced by tTIOT the Declarant provided herein. atdl beas
Section 45.
Exemption of the Declarant.
The Declarant,
asas long as Declarant
owns any
Homesite or Living
Unit in the Subject Properties or in the event
Declarant is undertaking construction construction workk
or repair work ofof any Homesite ite or
Living Unit in the Subject Properties, shall be exempt from the provisions of this Article IX.
ARTICLE X
Assignment
All rights,
powers,
privileges
and obligations
reservedred to
and
ofof
the
Declarant hereunder may bebe assigned bv it in whole or in parart at any time n and
from
time
to time including
without
limitation
an assignment ent thereof
to
the
Association and to the Architectural Review Board.
A
ecorded assig thereof shall entitle all third parties to deal with the assignee as the true and
lawful holder, owner and obligee thereof.
ARTICLE XI
Insurance and Taxes
Section 1. Insurance. Property and casualty insurance on the Common Areas
and the Recreational Areas shall be maintained by the IDeclarant.
The Declarant shall also purchase public and general liability
insurance, and
such other
insurance as may be necessary on the Common Areas and the Recreational Areas
in the judgment of the Declarant and for purposes ofo properly properly insuring the
Common Areas and Recreational Areas.
The premiums for all insurance policies TSD
O
тет Wads
ihe pieus ror an insurance poricies 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 and chsll he
aid hu thee theouh the a
daAS TOT Oan
un
Homesite.
Section 2.
Living Unit Taxes.

All real estate ad valorem and personal property
taxes assessed,
together with any assessments made by
any governmental
or
quasi-governmental tal agency assessed against a Homesite and Living Unit shall be
the responsibility of the Owner of the Homesite and Living Unit.
eamoп
Commoл Адеа таxes.
rne Deciarant snall be responsible for paying alI Section 3.
Common Area Taxes.
The Declarant shall be responsible for paying all
real property and personal property taxes assessed against the Common Areas and theesy
lasas dsssan dñes
te common Areas and the Recreational Areas, and any personal property located thereon owned by
the Declarant.
Such taxes shall be deemed to be general expenses for Oak Run
t
n d
and shall be paid id byby the Owners through the Annual Assessment.
ARTICLE XII
Additional Covenants and Restrictions
Except for the Declarant, ant, nono Owner, owner, nor nor the Association or any other person the
Association or any otner person
or entity without we the prior written approval of the Declarant, may impose any
additional covenants or restrictions on any part of The Properties.
ARTICLE XIII
-18-
Amendment
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Section 1. Amendments. ents.
The Declarant in its sole and absolute discretion shall
have the right and power of amendment of this Declaration, and and such amendment by the ate
Declarant shall not require the joinder of Owners
or mortgagees or the of Association,
or any other party having any interest in The Properties.
Such right to amend shall include without limitation the right
(a)
to amend these
Covenants and Restrictions for the purpose of curing any ambiquity in or to any
inconsistency between the provisions contained herein:
(b)
to include in any
contract or deed or other instrument hereafter made any additional covenants ana
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 ofo the Covenants and Restrictions which have
йаап 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 cation
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 bouna
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 отбабеs of Homesites wnich nave at least firty-one percent (51%) of the votes of
Homesites subject to first mortgages,
shall be required to add
or amend
any he
De Legared
to
add
of
amend any
material provisions of the Declaration, Articles of Incorporation and By-Laws
which establish. provide for, govern or regulate any provisions which are for the
express benefit of mortgage holders, first mortgage holders or the insurers or
guarantors of first mortgages on Homesites.
Section 5.
General Provisions Regarding Amendments.
An addition or amendment
shall not be considered material if itit is for the purpose of correcting technical
errors,
or for clarification only.
A holder of a first mortgage who receives a
we
rabnast to approve an amenament wno does not deuver or post to
the requesting party a negative response within thirty (30)
aye from the postmark date of the request shall be deemed to have approved such request.
ARTICLE XIV
Termination of Declaration
The covenants, restrictions and provisions of this Declaration shall run with
ana bind the land and shall inure to the benefit of the Owners, the Decla the
Associaton,
and
ther respecuve legal representatuves,
ners,
successors and
assigns until
amended
or
modified
according
to
the
terms
of
An XIII
hereinabove setet forth. OLe In the event of and after the assignment by Declar
T evetרמד
מזמ מדרפד the assig rgmem
by
Decldlan
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all of its rights ts hereunder, the cononsent of the OwOwners of Homesites to which sixty-seven perccont 167ol of tha to 67%) of the total allowable votes in the Association are allocated and the al of holders opror of first es on Homesites which have firet at least sixty-seven percent (67%) bf the total votes of Homositos subject to firs mortgages, shall be required to terminate the covenants and restrictions of the Declaration.

Termination shall be accomplished in the same manner as set forth for amendment to the Declaration in Article XIII, except that the specific percentages herein shall apply.

ARTICLE XV

Enforceability

Section 1. Parties Who Mav Seek Enforcement. If any person, firm or poration or other entity shall violate or attempt to violate any of the provisions of the Declaration, By-L Articles of Incorporation, oror any Rules and Regulations, it shall be lawful for the Declarant, (a) to prosecute proceedings for thQe recovery of dama against those so violating or ting to violate any such provisions; or to violate any such provisions; or (D(b) to maintain a proceeang in any court of competent jurisdiction against those so vViolating

or attempting t olate any such

provisions for the purpose e of preventing preventing or enjoining all or any such violations or attempnpted violations.s,
or any other equitable relief.
Should the Declarant be
defend the provisions hereof, its reasonable attorneys' required to enforce or fees and
costs
incurreded
whether
or
not
judicial
proceedings
are
involved. including
the attorneys's' fees
and costs incurred
on appeal of such judicial proceedings, has. shall be
col the
o
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of
sne
udictaт collectible from the party against whom
enforcement is sought.
In any proceedinings by the Declarants
e
TS against an Owner, collection of
such attorneys' fees mav be may be enforced by any method in this Declaration providing for the collection of anin annual assessment
or special assessment incluðing
b
no
ted
to,
a foreclosu osure procee eeding against thhe Owner's Homesite.
The
remedies contained in this emedles contained in this5 provision shall be construe crued 1 as cumulative of all other
provided law.
The тmcdles
now
oт пeтearter providedd by
law.
Thehe failure of the Declarant to enforce any covenant t or restriction rest of
ally obiga or any obligati ation, right, power, privilege, authority or reservation ratio hereinre
conta tained, however
r long continued,
shall
u
uo long continued, shall in
no
event be deemed a waiver w
of the righght to
enforce thense same thereafter
as to the araerter as to thhe same breach or violati ation,

or as to any atian
an
y other breach or violation thereof occurring orior to or subsegue quent thereof.
Section 2.
Special Assessment.
In addition to all other remedies provided in this
Declaration, the Declarant, Declarant, in its sole sole and absolute discretion, may levy a special assessment upon an Owner for failure of thehe Owner, his family, guests, agents, lessees, licensees, invitees, tenants or mplovees
to comply with any provision
in this Declaration
or the Articles,
By-Laws
or any
rules
or regulations,
including without limitation the rules and regulations of the Recreational Areas and the Common Areas and the failure to pay to
or reimburse Declarant for any
sums owed r
NYby Owner WCL to Declarant under these Declarations, provided that the following procedures are followed:
(a)
The Declarant shall notify the Owner of the infraction or infractions.
Except in the case of a violation for failure to pay to or reimburse Declarant for sums owing by
Owner to Declarant, for which the special assessment may be
levied after fifteen (15) days written notice delivered by Declarant to Owner, included in the notice shall be
a date, date, time and place where the Owner shall
present evidence as to why the special assessment should not be imposed.
(b)
The details of the non-compliance shall be presented to the Declarant at the time and place provided in the notice described in subsection (a), supra, at which meeting mshall a hearing shall be conducted for the
purposes of obtaining fr thepsectton e
,
a
evidence
as to the levving of
a special assessment.
in the event that it is
determined that a violation has occurred.
A written decision of the Declarant
shall be submitted to the Owner not later than thirty (30) days after the hearing, after which,
if Declarant determines that
a violation has occurred,
a special
assessment may be levied against the Owner by the Declarant.
(c)
For each occurrence of
a
a violation, the Declarant may impose a special assessment assessment inin
any any amount amount not not inin excass excess of $5,000.00 against the Owner of the Homesite in the event a violation is found.
(d) A special assessment as provided in this Article shall be due and owing not later than ten (10) days after the t

written decision
as provided in subsection 2(b) above.
(e) Any special assessment levied in accordance with this Article may be enforced by the Declarant in the same manner as the enforcement of a regular annual assessment provided for
in Article VI of this Declaration, including placing a lien on the Owner's Homesite and foreclosing same.
Section 3.
Ledal
roceedgs Section
3.
Legal Proceedings for Violations.
If any person shall violate
or attempt to violate or in any way fail to abide by any of these Covenants and Restrictions,
or
any rules
and
regulations promulgated
pursuant to
these
Covenanis
ni Restictions, it sudis Su uen lawfui for the t Declarant,
or any otner person(s)
owning
any
Homesite
in
The
Properties
to
conduct
such
legal proceedings as are available e to enforce enforce compliance comp
therewith, , to prevent further
or continued violations, and to recover damages, attorneys' 'fees, court costs and litigation costs and expenses for such violations or attempted violations.
Section 4.
Right to Enter & Levy Assessments.
The Declarant, or its employees,
to
ts.
The Deciarant, of us emdrogaas agents
or assigns, after giving
an Owner reasonable notice and opportunity agents cure a or assigster ggn a Homesite for the purpos violation of these Covenants, may enter upon a Homesite for the purpose curing the violation, and the same shall have no liability to the Owner, whether

of
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for trespass or otherwise, as
a result of such entry upon the Homesite.
The of Declarant may impose a special assessment pursuant to Article XV in an amount to be determined in the sole and absolute discretion of the Declarant against any dieerht vi dt dilonnt to Owner who fails to abide by., or whose quests, invitees, licensees and tenants fail
to abide by,
any of these
Covenants
and
Restrictions,

or
any
rules and
regulations promulgated hereunder.
Section 5. Restriction
on Use of Recreational Facilities.
In addition to all other remedies, an Owner, his tenants, inviteepes and guests ests may be barred from the use
otof the
Recreational астапolldl Areas Ard for for any any rallure failure r to comply wit with these Declarations, but
sucn barring
shall not suspend
the obligations of
such
Owner to
pay all outstanding expenses due hereunder.
ARTICLE XVI
Condemnation and Reconstruction and Repair
After Casualty or Condemnation
Section 1.
Declarant Agent in Condemnation Settlement.
The Declarant shall
have
the
exclusive right
to
contest
any a
condemnation condemnation
oror
eminent
domain
proceeding which is directed at taking any portion of the Common Areas
or
Recreational Areas,
or which touches upon,
concerns
or affects the use of Recreational Areas,
or which touches upon, concerns or affects the use of the
Common oon
Areas
or Recreational Areas;
and the
Declarant
shall
represent the HTAPS
От Ратвоп leds;
and the
Declarant shall represent the
Ownersmro of Homesites and is hereby irrevocably appointed agent for each Owner of edpoted aget to
eacl Owtter of
a Homesite in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common areas oor Recreational Areas, or any part thereof.
In the event of a taking or acquisition
of part

or all of the
Common
Areas
or Recreational
Areas by
a condemning
authority, allll awards or proceeds of settlement shall be payable to the Declarant and it shall disburse such award or proceeds to the Owners of Homesites and their mortgagees as their interest may appear.
or
and
Section 2. Reconstruction or Repair of Common Areas.
Any reconstruction repair ofтэ the Common
Areas or Recreational Areas
as
a result of casualty
or
condemnation
must
be substantially
in accordance
with
the
plans enogifiastione af tho ont
m
e
w
e
dians
aua specifications of the original Common Areas;
or if not, then according to plans Doclse
accoтб
o pians and specifications approved by the Declarant which shall be of similar kind and quality as the original plans and specifications.
Section 3.
Repair or Replacement of Living Unit.
Each Living Unit Owner shall
be required to reconstruct or repair any Living Unit desestroyed by fire fire oror 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
sorp sold discretion, replace unit and charge Owner all costs of repair or replacement.
The plans and specifications for the repair or reconstruction of such Living Unit rd ieS tOTte
epaп of tecosuction or sucn Living
onT
must be approved by the ARB.
Such costs for repair or replacement will become
a lien
on the tomacite and
is
t iteent w
econa
a lien on the Homesite and if not paid within fifteen (15) days, after written notice thereof is delivered to the Owner by Declarant, the Declarant may levy a
a
special assessment upon such Owner’s Homesite pursuant to Article xv.
ARTICLE XVII
General Provisions

Section
1. Modifications. h Section 1. Modifications. The Declarant reserves the right, in its sole and absolute
apsolute
discretion, discretion,
toto
maxe make
modifications, modirications,
clarifications, claricatıons,
changes changes
and and interpretations
of
all restrictions and
covenants
contained
herein, and
the Declarant's determination shall be final.
Section 2. Invalidation. The invalidation of any provisions of these Covenants
anu Restrictions, or this Declaration, pyN juayment or court order shau not affect
or modify any of the other provisions of said Covenants and Restrictions, which
shall remain in full force and effect.
вecпon
3.
Notices.
Any notuces required to be provided to any Owner or any Section 3.
Notices.
Any notices required to be provided to any Owner or
any
other party under the provisions of this Declaration shall be deemed to have been oSt датунее
drovisioS oT
S Decialaton stet da daamap
o llave deen properly given on the date the notice has been deposited in the United States
mail, postage prepaid, addressed to the last known address of the person who nsid
ddrassed to tha laet
n
es
appears as a member or Owner on the records of the Association at the time of
such mailing.
-21-
K1925PG0678
Section 4 Duratiation.
The Covenants and Restrictions asas provided drovided for tor inin this Declaration for The Properties
shall run with the title to all orof the the land, land, trac tracacts, parcelsIs and Living i
Units described in Article II hereof, and wiwill be binding upponuodn the
oOwners of all Living
Uni and
Homesites
within
The
Properties,
the .. heir
succecessors and assigns in title until
December an
31, 21
2015 2015.
Thereafter,
thesese
rotective
Covenants

and
Restrictions
shall
automaticalcally
be
renewed for
successive periods of ten (10) years, and shall remain r
in fulll
force and effecatect,
unless specifically revised or modified as set forth XIII hereof.
Failure
or the Declarant, Owners or the Association, or anany other tha hat mav be formed to
enmorcete any
of
tese covenants and Restrictions1s shall not t nullify any of the Covenaants and Restrictions, or in any
way be ininterpreted ass
a waiver by the
Declarant i,
Owners
or Association, on ofo the right to object toto
and
enrorce by proceeding 1g
at
laww
or in eguity ersons violating итб
pyas
any person
or pers attempting to violate any of the Coven enants and Restrictions corntained within this
Declaration.
Section
5.
Validity.
If
any portion
of
this
Dec eclaration
is clared
unconstitutional or if the plicability of this Declar
agagainet gainst seany person son or in
any circumstances is held hvalid, the validity of th remain ainder of the Declaclaration
snall not be affected thereby.
If any word, sentence, phra hrase, clause,
ssectection or
portion
of
such
Covenants
and
Restrictions
shall
bee
held
inv nvalid
or
amconsnnoel Dy
a court or competent jurisdiction, such portion
or word shall

be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the Declarant, Oak Run Associates, Ltd.
a Florida
Limited Partnership, the owner of those certain tracts of land which have been made subject to the provisions of this Declaration, has caused this instrument to be executed as of the day and year first above written.
Signed, sealed and delivered
in our presence as witnesses: OAK RUN ASSOCIATES, LTD.,
a
Florida Limited Partnership glorids timitor Dartnanebin
Dome
a
Ben
Print Name: fmes 2. Be11
Print Neme: DAVODL. SULLNAN, Je.
By: Development & Construction
Corporation of America,
its General, Partner
By:
Kulbir Ghumman, tacidant Its President G
STATE OF FLORIDA
COUNTY OF MARION
BEFORE ME, personally appeared KULBIR GHUMMAN, well known to me to be the person described in and who executed the foregoing instrument as President oren of Development & Construction Corporation of America, General Partner of Oak Run Associates, Ltd, a Florida Limited Partnership, named therein
as owner of
those certain tracts of land which have been platted
as Oak
Run, and who
executed the foregoing instrument as such officer in the name of and on behalf of said corporation for the purposes therein expressed.
25th
WITNESS my hand and official seal in the County and State last aforesaid this
day of
Mae 1993.
100
TARL
beephine
Notary Pablic, State of Florida
Name: J0SEDHINE A. GiLMoUR
(type or print)
NOTARY PUBLIC. STATE OF FLORIDA.
COMMISSION EXPIRES: MAY 29. 1994. My commission expires:
BONDED THRU NOTARY PUDLIC UNDERWRITERS.
Commission No:
Personally Known
-OR-
Produced Identification
Identification Produced