RETURN TO
MARION COUNTY ENGINEERING DEP
2631-D S.E. 3rd STREET
OCALA, FL 3232671
strumant prepared by:
H. Grey, Esquire/ce
.s and
P.A. .let Avenue
Suite 1 E. ist Aveesu Foirds 70 Dy mayanduss 93-032743 MARICH COHSYL 93 MAY 14 A11:23
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
TIMBERGATE VILLAS
of Covenants and
نة
C
ud
into
n KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants Restrictions, hereinafter referred to as the "Declaration", made and entered into
on this 14TH day of MAY, 1993, by OAK RUN ASSOCIMIOa
0 LTD.,
a
Florida Limited Partnership (hereinafter referred to as the "Declarant"), owner
of those certain tracts of land which have been platted as Oak Run.
WHEREAS,
WITNESSETH:
the Declarant is the owner of that certain tract of land which has
been platted as Lots 1 through 28 of Block A of Timbergate, a subdivision as per
the plat thereof, recorded in Flat Book
2, at Pages 143 tthrough 146, of
the Public Records of
Marion County, Florida, of which all of said property as
platted shall hereinafter be called the "Subject Property", and Declarant desires
to create on the Subject Property a residential community with open spaces and lothe ther common facilities for the benefit of the community; and
WHEREAS, the Declarant has previously platted certain tracts of land subjec
to the Declaration or Covenants and Restnctons uhlie Prdef of Oak Run dated January 199991, and recorded in OR Book 1716, at Page Ø868, of the Public Records of Bookhe
oak
Run
Declaration"
was
subsequently Marion and
the
"Oak
Run Declaration"
was on county,
rlolidd,
t additionsl amended by Emense Amendments
to subject additional platted properties
as amenided
by
Additions to its its Subject Property (as defined therein) and the Common Areas and int Recreational Are eo uow reas which are now subject to the terms and provisions of the Oak Run Declara tion are maintained for the benefit of the Owners' properties located in thehe master community known as Oak Run; and
WHEREAS,
the Declarant desires

to
provide for the preservation
and
enhancecement of the property values and amenities in the community and for the
maintenance of the Common
Areas and Recreational Areas and improvements
thereon,, and, for this reason,
desires to subject the Subject Property to the covenants ants, restrictions, easements, charges and
nens each Owner ats, restrictions, easements, charges and liens in this Declaration, each is and
are for the benefit of such property and each Owner and
a
of wnici
thereof; and
WHEREAS, the Declarant has deemed it desirable, to create
an entity for
anizing the recreational. social and cultural activities of Oak Run and to that
end Declarant has incorporated under the laws of the State of Florida,
as a nonprofit corporation, Oak Run Homeowners Association, Inc.,.
for the purposes of
exercising the functions stated above, 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 Florída Statutes).
NOW, THEREFORE, in consideration of the premises and covenants herem contained, the Declarant
declares that the real property described as the Subject contained, the Declarant declares that the real
property described as ttte s Property in Article I, and
such additions thereto
as may hereafter be made Property in Articie 1,
and suen ag
ew as ma
pursuant to Article II hereof, hereof, is and shall shal be held, transferred, transferred sold, conveyed
and occupied subject to the covenants, restrictions, easements charges and liens
(sometimes referred
to
as "Covenants
and Restrictions")
set forth in this
that 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 oror any
addition thereto as described herein, including their heirs, personal representatives, successors and
assigns.
EK1025J30681
ARTICLE I
Definitions
Section 1. Definitions. The following words when used in the Declaration or any eciaration or any
Supplemental
Declaration (unless the context shall prohibit)
shall
have the following meanings:
(a) "Association" -
shall
mean
and
refer
to
Oak
Run
Homeowners Association, Inc., its successors and assigns.

(b) "Common Areas" - shall mean and refer to those areas of land shown on any recorded subdivision plat of the Subject Property or Additions to the Subject Property, other than the Homesites and Recreational Areas, which areas are intended to be used and enjoyed by owners of Homesites in the Subject Property and Additions to Subject Property, which include without limitation, any private atrous osuoject roperty, whien include witnout itatton, any private roads, and drainage areas, easements for roads, walkways, parking areas and d utlto apcatats fo foads, walnways, darng aleds and paths and utilities, and all improvements now or hereafter constructed thereon including, without limitation, streets, lighting systems (except for light posts on any Homesite, the ope operation, maintenance and electricity of which shall be the aloatriits ih th responsibility of the Homeowner of that Homesite), signage, structures, lakes and landscaping thereon. For For the purposes urposes of this Declaration, the term "Common Areas" shall include all Common Areas as defined in the Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991, and recorded in OR Book 1716, at Page Ø868, of the Public Records of Marion County, Florida, and any Common Areas contained within any Additional Properties which have been previously, or are subsequently, made subject to the Declaration of Covenants aland Restrictions kestrictions ofor Oak ak Run Run recorded recorded inin ORORR Book Book 1925, Md5, atat Page Page 057, 657, of the of the Public Records of Marion County, Florida, in accordance with the provisions of Article II thereof.

(c) "Courtyard Area" - shall mean and refer to the enclosed wall area attached to any an Liviriving Unit located on any Homesite located within the Subject Property.

(d) "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.
{e) "Declaration" --
shall
mean
this
Declaration
of Covenants
Restrictions of Oak Run Villas. and
(f)
"Living Unit"
- shall mean and refer to
any building or portion of a
building situated upon
a Homesite designed and intended for use and occupancy
as
a single residence.
By way of example, but not limitation, the term "Living
Unit" shall include
a townhouse unit,
or any other form of single residential
a
dwelling, whether attached or detached.
(g)
"Homesite"
- shall
mean and refer to any plot of land shown
on any
recorded subdivision plat of The Properties which has been designated by the
Declarant to contain a Living Unit.
The word Homesite shall nall also include the
Living Unit located thereon when one has been constructed on the Homesite.
(h)
"Member" of the Association
shall
mean
and refer to all
Owners,
Owners of a Homesite and the Declarant.
(i)
"Owner"
- shall
mean and refer to the record owner, whether
one or
more persons
or entities, of the fee or undivided fee interest in any Homesite an
located within The Properties, including the Declarant, but shall not
mean or
refer to
any mortgagee
unless
and until such
mortgagee
has acacquired title
pursuant to foreclosure or any proceeding in lieu of foreclosure.
(j) "Recreational Areas"
- shall mean and refer to those areas of land shown
and designated
on any recorded subdivision plat of the Subject Property

or
Additions to the Subject Property
asa "recreational areas" and shall be used for
recreational al social and cultural purposes by the Association and the Owners and
their guests, invitees and lessees.

EK195 50682
(k) "Rules and Regulations"
-- means any and all rules and regulations duly promulgated by the Declarant under the Declaration
and Articles of Incorporation and By-Laws of the Association
(1)
"Subject
Property"
-
shall
mean and
refer
to Lots
1 through 28,
inclusive of Block A ofof Timbergate, according, to the plat thereof as recorded in
Plat Book
,
143 at Pa
through 14e, of the Public Records of Marion
County, Florida.
The Declarant reserves the right to make such changes and/or
modifications to the plat as are required by appropriate governmental authorities,
or as are generally consistent with the quality of the development in the plat.
(m) "Additions to Subject Property"
- shall mean and refer to those portions
of the real property described in Exhibit "A" or any other property which the
Declarant now owns or may acquire in the future which becomes subject to this
Declaration
or any Supplemental Declaration under the provisions of Article II
A snddienmental Deciaratton under the provisions of Article II hereof.
Such Additions to Subject Property, which shall be added from time to time mav ho suject troperty,
whieh snall be added from time to time may be of any size and contain any number of Homesites and
in any sequence and
any commercial or multi-family developments as determined solely by the Declarant,
along
with
any
Common
Areas
and
Recreational
Areas
deemed
appropriate by the Declarant.
(n) "Oak Run" or "The Properties"
- shall mean and refer to the Subject
Property, the Additions to Subject Property, and all properties which are subject
to the terms and provisions sions ofof 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 of Marion County, Florida, and any supplement or amendment
thereto.
(o) "Neighborhood" -
shall

mean
those
separate
areas
designated
as Neighborhoods on the plat for the Subject Property and the plats for Additions to Subject Property.
(p)
"Oak Run Declaration"
- shall
mean and refer
to the Declaration of
Covenants and Restrictions of Oak Run dated
mAY 14, 1993 and recorded
in OR Book
192S, at Page
657, of the Public Records of Marion County, Florida, together with any amendments or supplements thereto.
(q) "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 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 Subiect Property

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

Section 2.
Additions to Subject Property.
The Declarant, from time to time, and
at any time,
may in its sole and absolute discretion
cause additional lands to
become subject to this Declaration, which additional lands have been hereinabove derined as Addittions to suoject froperty;
and unet suc
te as sno
po defined as Additions to Subject Property; and until such time as such additions are made to the Subject Property in the
manner hereinafter set forth,
no real
property other than the Subject Property shall be affected by
or become subject
to the Declaration.
Until such time as any portion of such property is submitted to the Deelaration
iatil such timд nian of
ueh n
suit
to the terms of this Declaration by recordation of a Supplemental Declaration extending the scheme of the Declaration to said property, the Declarant shall not be obligated to submit such property to this Declaration or make such property a

part of Oak Run; thereafter,
Declarant shall have such rights regarding such
property as are provided in this Declaration and the Supplemental Declaration to
which such property is subject.
Section 3. Supplemental Declaration of Covenants and Restrictions.
Each of the
Additions to Subject Property authorized under this Article shall be made by the
Declarant filing
of
record
a Supplemental
Declaration
of Covenants
and
Restrictions
with respect
to that Additions to Subject Property which shall

0b50583
subject that
partrticular ular Additions
to Subject Property to the scheme of the covenants and restrictions of this Declaration
as such scheme
may be he
rear modified or amended as provided s or in said Supplemental Declaration or ided for herein or in
said supplemede whenever Covenant
d Restrictions. Such
additions
shall
be
made
whenever the Declarant in its sole andnd absolute ab
discretion deems ems appropriate, but in no evevent shall any Supplemental Declara arations making
additions to Oak Run be recortorded che date in that this Declaration is recorded in the after thirty (30)
years from the Public Records of Marion County, Floric orida.
Such Supplemental Declaration shall be e made
require consent of any person
or entity, includ udina nit by Declarant and shall not requ without limitation, any Owner,, Member,
mortgagee of a Homesite or Living Un or the Association.
Such Sup or
the Assoclation. Sucn sujupplemental Declaration may contain such additions and modifications to
these
Ded modications
to
these
Deeclarations and additions and modifications modifi
of the covenants eeons and restrictions cont comontained in this Declaration asas may be necessary
to reflect the different character, מרמד דכמד ,n any, or the Addltuons to Subject Property.
The
of each
Homesite in
anany Additions to Subject Property shall become a Member of the Association whewhen the ment
Declaration of Covenants and sdiemen
Deciaration
of Covenants and auar Owner
of
Restrictions submitti located to the terms of this tting the Additions to Subject Property in which the
Homesite is ne of th

s eno
perty wiien the Homesite is
ms of this Declaration, is recorded in the Public Records Marion County, Florida.
At t and after that time the Owner may exercise all rights
of
a Member of the Association, Associati including ling the right r
to
vvote, and chall
become subject
to thee ter terms
and
conditions
of
the
Declarationn
as
provided in
the
Supplemental Declaration, including without limitation the obligation for pay
oT assessiments s as provided therein.
At the time Declarant submits any of Properties to th ropertes to this Declaration or a Supplemental Declaration, real estate taxaxes for that vear shallall be pro-rated, and Declara arant shall be responsible for paying that of The
any
ta
yeal
shldl portion of such ch taxes for methe derod period prIOTrior toLO Ssuch submission. on.
UUpon filing, supplemental Declaration of ictions shall 1 covenants ard
Restric be considered a part
of the Declarations and the term "Declaration"" as used hereini
sshall include such
Suppl amantsi oplemental Declaration.

ARTICLE III

Rights in the Common Areas and Recreational Areas

Section
1.
Owner’s Easements in Comrmon Areas.
Subject to the pprovisions of
Section 2 and the additional provisions of this
DeDeclaration, every Owner, his
guests,
invitees,
licensees and tenants shall have
a right and pererpetual non
exclusive easement of enjoyment and use in and to all all thee Coommon ArAreas, for the purposes for which they are created as described herein or on any red recorded plat wherein
such
Common
Areas
are
described,
and
such
easement nt
snall bo appurtenant to and shall pass with title to every Homesite or Living unit.
Suc adduelele to ad sne
dass wille to every Homesite or Ling o acs easements th fo

of enjoyment e
and use
sn shall
e
include, ampra
but a
not be
elimited to, ththe eOwner тwo S
rig of ingress and
over the streets,
and walkways
on the
Common ammon Areas hnose for purposes eonnuof of access to a Homesite or Living Unit, and
Declarant
shall have
a right of ingress and
egress
for itself
and
its guests,
agents, emplovees.
invitees
licensees
and and tanante tenants
over tr such euh streets, gба roadways and
walkwavs duduring anyny time the Declarant is constructing or repairing a Living Unit
ereon renting
a Living Li
Unit belonging to Declarant, or providing any other
service or activity required
of
or allowed
to Declarant in the Declaration.
No
the
Homeowner shall have any greater or lesser rights than any other Homeowner or
the Declarant in any Common Area which encumbers such Homeowner's Homesite.
Section 2.
Cross Easement Rights in the Common Areas.
It is the intention of
me
dacialanant that oaOak
Run
will
be
divided
into
sepaт eparate
areas
known
as Neighborhoods.
At the
time Negoo
At
e me any supplement to the oaĸ Oak
Runn
Deciaratlonl Declaration iSis recorded in the Public Recordcds of
Marion County, Florrida,

all Owners in Oak
Run, whether in any Neighborh chood described in the plat for the Subject Property atone
regoT or the plat
for
any
Additions ons to Subject Property,
shall haveve
a right
and perpetual
b
pasama non-exclusive easeme nnt of enjoyment and use in all the Common Areas inOak Run.
regardless
of
where the
Common Areas
are
. located. and such
easement shall be appurtenant to
mosite to and shall pass with title to every HC or
Living Unit.
Section
3.
Recreational
Areas.
Declarant
intends
to construct
certain
improvements on the Recreational Areas for the
use of the Owners.
Declarant
reserves the right to provide for some or all of the Owners of Living Units in any
Additions to Subject Property in Oak Run developed after the Subject Property to hs
enatect
operty iaĸ
u developed arter 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

ofright
the toRecreational
allow some or all ofof the t Owners inin the Subject Subject Prope Perty to use some or all Areas in
any Additions to Subject Property on a non-exclusive basis with the Owners in such Additions to
Subject Properties.
Section 4.
Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and
Recreational Areas to the members of his family, his bona fide guests and invitees (defined asas any
guest staying with the owner for twenty
four (24) hours or more), his his tenants, and contract purchasers who reside in his Living Unit, subject
to such rules and regulations that may be established from
time to time by the Declarant.
All guests must be accompanied by a resident any time guests are using any Recreational Areas.
Section 5.
Rules and Requlations.
Declarant shall have the right in its sole and absolute discretion to adopt, modify, amend amend and

and
terminate at any time and from time to rules and regulations te for the
use of the Common Areas and the Recreational Areas.
ARTICLE IV
The Association
sectton Section
1.
Association. Association.
Oak
Run
Homeowners
Association, Inc.
(the "Association"),
a Florida corporation not-for-profit,
has
been organized
to provide for organizing the recreational, social and cultural activities of Oak Run.
The Association shall act in accordance with the terms and provisions of this
Declaration, on
the ne Articles wncras of Incorporation of the Association attached hereto
as of incorporatuon 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.
Voting Rights. follows: The voting rights in the Association shall be as
(a)
The
Declarant shall control the
Association and its
sole
vote
on all
atters shall be determinative until such time as Declarant shall authorize voting by other members as
provided in the Articles of Incorporation of the Association.
such
with
(b) All Owners of Homesites shall be entitled to
one vote for each Homesite
owned.
When more than one person holds an interest in any Homesite, all
persons shall be members, but in no event shall more than one vote be cast
respect to any single Homesite.
In the event all of the Owners of
a Homesite
cannot agree on any vote, no vote shall be cast for such Homesite, provided
however, that the Association may conclusively rely on the vote cast by any of
the Owners of
a Homesite as being authorized by all such Owners unless the
Association has been notified in writing to the contrary by one of such Owners.
Section 4.
Books and Records.
The Association shall make available to Owners
and mortgagees, and to holders, insurers oror guarantors of any first mortgage on all or a portion of

The Properties, including Homesites, current copies of the Declaration, Decidraton, By-Laws and Articles of Incorporation of the Association, other Sy-Laws and Articies or ncorporation of the Association, otner rules concerning The Properties, and the books, records and financial statements tne fopat mas oэ ooss, Lecots el slatelletttS of the Association. The Association shall be deemed to have made such items available, if they are available for inspection, upon request, during normal ara inenentonst business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a first mortgage on all or a portion of The Pron Properties, including Homesites, shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, and such statement shall be furnished within a reasonable time following said request.

Section 5. Notice to Mortgagees. Upon written request to the Declarant identifying the name and address of the holder of the first mortgage on a Homesite or Living Unit, or the insurer or guarantor of such first mortgage on a Homesite OT TTAUg omof e surer or guarantor ot sncn irst morlgage on a нomestte OT TTAg om a e omesile or Living ont numoer or address, aoder OTp or Living Unit and the Homesite or Living Unit number or address, a holder of a first mortgage on a Homesite or Living ont or insurer first mortgage on a Homesite or Living Unit or insurer or guarantor of said first mortgage shall be entitled to timely written notice of:

19520

8C

5

(a) Any condemnation loss or casualty loss which affects a material portion of The Properties or any Homesite or Living Unit on which there is a first mortgage held, insured, or guaranteed by such requesting party.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Homesite or Living Unit subject to a first mortgage held, insured or mortrare beld ins guaranteed by such requesting party, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or (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
5.
Director
for
Declarant.
The Articles of Incorporation of the Association Association shmber shall and
does provide that Declarant shall always be entitled to to the Board of Directors of the Association
Section 7.
Dissolution of Association. In the event of dissolution of the Association for whatever reason, any
Owner or the Declarant may petition the Circuit Court of the
Fifth Judicial Circuit
of
the State of
Florida for the appointment of a receiver
to manage the affairs of the dissolved Association and The Properties in the place and stead of the
Association, and to make such provisions as may be necessary
for the continued management of the affairs of the dissolved Association and The Properties,
including
reinstatement
of the Association
as
an
active Florida corporation.
ARTICLE V
Membership in the Association
Section 1.
Member.
The
Members of the Association shall consist of the Declarant, and all Owners of Homesites within The
Properties provided that any such person
or entity who holds
an
interest
merely
asa
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,pe a estabiisned deed
or other by instrument recording inestablishing
the
uo
a record title toto
a
a Homesite inin
The Properties.
The Owner designated by
such instrument thus becomes
a the ower
such
se Member of the Association and the membership of the prior owner is terminated.

The new Owner shall notify the Association and Declarant of the recording of the deed or other instrument establishing record title and shall furnish the Association and Declarant a certified copy of such instrument.

ARTICLE VI

Covenants for Maintenance Assessments

Run; the and

Spose Section 1. Purpose of Assessments. The assessments levied by the Declarant of assessuans. The assessments levied by the Deciarent on of t shall be used in the sole and absolute Declarant for the purpose Tis sd nasn i amn atos s

ноетs fo att tnaticad tot am asodind of promoting the recreation, health, safety and welfare of the residents in Oak constructing, maintaining, operating, repairing and replacing improvements on the Common Areas and Recreational Areas; enforcing rements n the mmaлтад Covenants and Restrictions; and for the maintenance, operation, repairing 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 Recreatio Recreational Areas as including, but not limited to, the payment of taxes, and insurance thereto, on the Common Areas and Recreational Areas, and repair, replacement and additions thereto, and for the and for cost of labor, equipment, materials, management and supervision thereof. The assessments shall also be used for maintaining the lawns and landscaped areas of the Common and Recreational Areas, and for all utility costs including electricity, water, gas and telephone used in connection with the foregoing, garbage and trash collections, twenty-four hour security service, cable television reception service, and an exclusive closed circuit Oak Run television channel, and for road Areascpaту

and drainage facilities, repair and maintenance. The assessment may also provide reasonable reserves for deferred maintenancece adreplacements, and replacements, IOr for construction of Common Areas, Recreational Areas, and shall also be used as a means of enforcing compliance with these restrictions.

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

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

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

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

(4) AHomesite ground maintenance assessment, to pay for the cost of the maintenance 1) of the exterior yard areas ofof all all Homesites Homesites which which are subject to the terms and provisions of this Declaration.

(5) An exterior maintenance assessment, to pay for the cost of

the
maintenance of the exteriors of all Living Units which are subject to the terms and are
provisions of this Declaration.
[NOTE:
This assessment shall not pay for the
cost of the maintenance of any roof of,
or any portion of the exterior of any
Living
Unit which is glass (i.e., doors and windows),
which shall be the
obligation of each Owner of a Living Unit.]
These funds f will be deposited in an
interest-bearing escrow account and will be withdrawn by Declarant in its sole
and absolute discretion only for the exterior maíntenance of Living Units,
as set
forth under the provisions provisions of thiss sub-paragraph.
(6) The exterior maintenance assessment described in the preceeding sub- ranh shals assessment described in the preceeaiug sna- shall not
provision for the
of is remtired as a result e cost externor lantenance wnich is required as a result of acts of God (i.e., storms, lightning, falling trees, etc.) or required by governmental regulation.
Such costs shall be paid for by the levying of a Special Assessment as set forth in Section 6 of this Article.
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.
Theseat Declarant shall not be required to pay any assessments whether annual, al stlall not be tequired to pay any assessments whether annuaт, special or road and drainage easements, for any Homesites
or any other property
it owns in Oak Run.
The Declarant shall instead be obligated to pay costs and
expe properly incurred in
excess of amounts collected from Owners other thanan the Declarant for regular annual assessments.
All such assessments, together with such interest thereon and
costs of
collection
thereof
includina
without
limitation,
reasonable
attorneys'
fees incncurred c
by the Declarant incident to the collection of such assessments whether
or 1not judicial proceedings are involved, and appeals, if any, shall constitute a contin continuing inuing lien nen upon the Homesite against which each such assessment is made
Said lien shall bebe effective from and after the time of recording a claim of lien in the Public Records Tusds otof Marion Mer
County, uny, Florida, o

and d thehe ien shall continue in errect lien shall continue in effect
until cil all sums
by the lien shall have
ne party makinall ho acen uy pala
opof tor daynent, ing payment shall be entitled to a recordable satisfaction of lien.
Each such
assessment.
toge with interest thereon and cost of collection, including witho without limitation, reasonable attorneys' fees incurred by the Declarant
incident to the collection of such assessment whether or not judicial proceedings

are involved, and appeals, if any,
shall also be the personal oer
F
STTOT
тео
e the personal obligation of the person who is the Owner of such Homesite at the time the assessment is due and payable.
No assessments may be offset by any claims by any Owner or the Association against Declarant for any reason.
Section 3.
Delinquent Assessments.
If any annual assessment or installment thereon is not paid within thirty (30) days after the due date, a late fee may be
a
mat ho
charged installments by the of
theDeclarant, Declarant, regular and the Declarant may accelerate the
remaining annual assessment for that calendar year which instaliments of the regular otherwise would
not be due, and declare the entire assessment as
to that delinquent Owner due and payable in full as if the entire amount was originally assessed.
Interest shall accrue
on any unpaid assessment whether oror not at the highest rate allowed by law.
Accounts delinquent in excess of accelerated, ond by l sixty (60) days or those twice delinquent more than thirty (30) days may be the annual assessment for the next calendar year in advance and to
sassaH tote shall be subject
to the same collections,
lien and foreclosure proceedings
as otherwise provided for herein.
No Owner hEL may waive or otherwise escape liability WISE EScade llaoK 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 foreclosed by suit brought in the
name of the Declarant in like manner as a foreclosure of a mortgage on real property.
The Declarant may
also suee to recover a money judgment for unpaid assessments against the Owner personally obligated to pay same without waiving the lien securing same.
Section 5.
Method of Setting Annual, Road,
Drainagede and and Homesite Homesite Maintenance Maintenance Assessments.
The Annual,
road
and and drainage
and Homesite maintenance assessment shall be initiated, increased

or decreased in accordance with the following provisions:
(a)
The Annual Assessment may be initiated, increased or decreased by the Declarant after considering current construction, operation, maintenance and miated, repair
costs
and
expenses and estimated
future
construction,
operation, maintenance and repair costs and expenses.
The initial Annual Assessment for each Homesite are subject to the terms and provisions of this Declaration shall be $904.80 per annum, payable in advance in equal monthly installments of $75.40 per month on the first day of each month, until January 1, 1994.
After January 1, 1994 the Annual Assessment may be adjusted in a sum equal to the percentage of the increase
or decrease of the Consumer Price Index, averaged out for the
preceding twelve (12 month period).
The Consumer Price Index referred to
herein shall be the Consumer Price Index, U. S. Average of Items and Foods, published by the Bureau of Labor Statistics of the U. S. Department of Labor.
(b) The road and drainage assessment shall be determined, paid, collected
and enforced in the same fashion as the Annual Assessment.
The initial road and in
ae
drainage assessment for each Homesite subiect to the terms of this Declaration
shall be $75.60 per annum, payable in advance advance in equal monthly installments of $6.30 per month until January 1, 1994.
(c)
The Homesite ground maintenance assessment shall be determined, paid,
collected and enforced in identical fashion to the Annual Assessment.
The initial
Homesite maintenance assessment for each Homesite subject to the terms of this Declaration shall be $600.00 per annum, payable in advance in equal monthly installments of $50.0ł per month on the first day of each month, until January 1, 1994.
(d)
The
exterior
maintenance
assessment
shall
be determined,
paid,
collected and enforced in identical fashion to the Annual Assessment.
The initial inidanticsl
exterior maintenance assessment for each Homesite eshics subject to the terms of this Declaration shall be $300.00
per
annum. pavable in advance in equal monthlA
installments of $25.00 per month on the first first davay ofof each and every month, until January 1, 1994.
Section 6. Special Assessments.
Special assessments may also be collected and
enforced as provided in Article XV.

Section 7.
Certificate of Assessment Liability.

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

Section 8. Allocation of Assessments Among Homesites.

The allocation of location of Assessments Amona annual, road and drainage assessments, (but not special assessments incurred as rainage assessments, (but not special a a result of violation ofof

the the Deciaration, Declaration, Aes Articles of Incorporation and By-Laws) shall be set so that all Homesites shall be assessed at an equal rate, except the Declarant shall not be required to pay any assessments for the Homesites it owns.

Section 9. Exempt Property.

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

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

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

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

ARTICLE VII

Architectural Review Board

Section 1. Composition of Architectural Review Board.

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

In the event a member of such committee resigns or becomes unable to serve thereon, the Declarant shall appoint his or her successor.

Section 2. Review by Architectural Review Board.

In order to ew Board.

In order to enhance, maintain and preserve hns values of

The
Properties
and
all Living
Units and one
oderties and
an Living
onits
and Homesites located therein, and subject to Section 8 below, no building, fence,
e
snose setow, no апоБ, rence, wall,
or
other
structure
or improvement (including landscaping)
shall be commenced. painted, erected
or maintained upon The Properties. nor shall any
exterior addition to or exterior change or alteration be made to any previous
improvement on a Homesite nor shall any awning, canopy, shutter, or antenna be attached
to
or
placed
upon
outside
walls
or
roofs or roofs
of buildings or other
improvements, until the plans and kind. specifications showing the nature, shape, height, materials,
color selection, and location of the same shall have been submitted
to and approved in writing
as to harmony of exterior design and location in relation to surrounding structures and an and
topography by the ARB until the ARB has received assurance acceptable to it that any damage to the
Properties as a result of such additions or alterations will be repaired in a timely ac o
тast ot s
etons or aterations wul be repaired in a timely fashion.
The ARB shall review such information to determine harmony of exterior
design, color and location in relation to surrounding structures and topography. Development must be
one story provided the criteria of the ARE are met
The
ARB may condition its approval of proposals and plans and specifications as it deems
appropriate,
and
may
require
submission of additional plans
and
specifications oror other information prior to approving or disapprov material submitted. The ARB may
also issue rules or guidelines setting forth procedures
for the submission of plans and specifications submitted for its review as it deems proper proper
iciudn without limitation, floor plans,
site plans, drainage plans, elevatition drawin wings ana descriptions or samples of exterior materials
and colors.
Upon receipt by the ARB of any required plans and specifications, the ARB shall
e ARD ot eny requured plans and speciications, the ARB snall
have thirty t (30) days after delivery of all required materials to approve or reject days alle
denvery of a requrep materials to approve or reject anyssuch plans, and if not approved within such
thirty (30) day period, said plans shall be deemedod reisntadmh snol aay

dellod, sprp ed rejected. The ARB's approval
or disapproval as required in these covenants shal shall be in writipng.
all changes and alterations shall also be
subiect to all applicpplicable permit reir
and to all applicable governmental
laws, statutes, ordinances, rurules, regulations, orders and decrees.
BK192560989
Section 3. Approval Not to be Construed as Waiver. waiver
The he approval approval byby the the ARB ARS of any proposals
or plans and specifications or drawings for any work done or proposed,
or in connection with any other matter requiring the approval and torroouirind the consent of the ARB,
shall not be deemed tot constitute a
a waiver ofoftt
any right to withhold
approval oval
oror
consent
as
to
any
similar
proposals.
plans
ana specifications,
drawings
or
matters
whatever
subsequently
or additionally submitted for approval or consent.
Section 4. Architectural Review Board Expenses. Expenses.
The members of the ARB shall receive no compensation compensation for for
services services rendered, rendered, other than reimbursement for other than E expenses incurred
by them in the performance of their duties hereunder.
Section 5.
Inspection bv 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 mplstion to the shall give written notice of completion to the
ARB.
representatives (b) Within thirty (30) days thereafter, the ARB or its duly authorized may inspect such
improvement. If the ARB finds that such work representatives may inspect sucn is not effected in
substantial compliance with the approved plans, it shall notify the Owner in writing of such
non-complhance within such t the Owner in writing of such non-compliance within such thirty (30) day
period, specifying not
commence the particulars of non-compliance. The thirty (30) day period shall to
run run untu until the the ARB ARB
receives receives from rrom the the Owner, Owner,
a notice
of
a notice or completion.
The ARB
may in its discretion inspect the improvements while the
same are being made or constructed
or upon completion and notify the Owner of madeor conetru
sdec
ne mpovements whle the
non-compliance even if the pg nn noy

re owner
Owner has not given the ARB notice of completion.
(c)
The
ARB,
if
it
is composed of
other
than
the
Declarant, in 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 removin the same. If a non-compliance exists, as determined in the sole and apsorute alscretion
or Declarant, the Declarant shall notify the Owner to remedy ordate
remove
the same within a period of not more than forty-five (45) days from the of comp)
delivery
to such Owner of notice of the Declarant's determi of non- mpliance.
The Th
Owner shall be obligated to comply with such notice, and if the Owner does not ot comply with such notice within such period, the Declarant, at its ontiop
mau oith compry win suen noce w
suen period, the Deciaat,at tS option, may eitheer remove the non-complying improvements
or remedy the non compliance
and tihe
amer shallvees oeey
e t the
Owner shall reimburse the
Declarant after delivery by Declarant to the
Omer
f writton notias tharns every Owner of written notice thereof for all expenses incurred in connection therewit with.
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 assessm sessment against such Owner for reimbursement.
(d) If for
any
reason the ARB
fails
to notify the
Owner
of
any
nonmpl witvithin
thirty (30)
days
after receipt of said written notice of completion from rom the Owner, the improvement shall be deemed to have been made in

accordance withth said approved plans.
(e)
If an Owner does not obtain the approval of the ARB as provided herein,
and dsproceeds
to make
any improvements
on
a Homesite
which
require ARB aye
any
mdrovements
on
a Homesite
which require
ARB approval, the ARB upon actual discovery of such improvements may within thirty (201aw
n ac
aiscovery or such improvements may within thirty (30) days
of such discovery approve them as being
in accordance with the vely sdlve
ell as deng
accordance witn tne requirements for approval,
or the ARB may within said thirty (30) day period
notify the Owner in writing of the non-compliance of those improvements
The
ARB shall then proceed as is provided in Section 5/c). Article VII VII.
Section 6.
Limitations
on Architectural Review Board Liability.
Neither the
ARB, including without limitation the Declarant when acting as the ARB, nor any
member thereof,
nor the Association shall be liable to any Owner
oro any other
person
or entity for any loss, damage
or injury arising out of
or
in any way
connected
with
the performance
or non-performance of the
ARB's
duties
hereunder, unless due to the willful misconduct of a member and only the member
engaging in such
willful misconduct shall have any liability in such event.
The
AND ARB Snshall тeview review and and approve approve oror disapprove disapprove ali all pians
plans snawitted submitted toto
itit for for any any proposed improvement,
alteration
or addition
solely
on the
basis of aesthetic ovelee
elaтoп

ot
ton solely
on
me pasis
of desnee considerations and the overall benefit or detriment which would result either in uaini
m the immediate vicinity of such Homesite or to The Properties in general. The ARB
shall take into consideration the aesthetic aspects of the architectural desians.
placement
of buildings, landscaping,
color
schemes,
exterior finishes and

materials and similar features, but shall not be responsible for rev reviewing, nor
shall its approval of
plan
or design be deemed approval of, any ny design
from the standpoint of struign be deemed approval of, any plan or structural
safety,
warranty
of
design,
or conformance with building or other codes.
Section 7.
Variances.
The ARB may authorize variances from compliance with
the architectural provisions
of this Declaration
when circumstances
such
as topography,
natural obstructions,
hardship,
aesthetic
oror environmental considerations require.
Such variancess must m
be evidenced in writing. If such variances are
granted, no violation of the covenants, conditions and restrictions contained in this Declaration
Declaration shall be deemed to have occurred with respect to the matters for which the variances were
granted.
The granting
of such
a variance
shall not, however, operate to waive any off the terms and provisions of this this Declaration for any
purpose except as to the particular property and particular nrei dds
as tta detm
roety and paticutal provisions hereof covered by the variance,
nor shall it affect in any way the
Owner’s obligation to comply with all governmental laws and requlations affecting
his use of the e premises premises including, but not limited to, zoning ordinances and set
back lines or requirements re
imposed by any governmental or municipal authority
nor to
obtain
a similar variance from other architectural committees having
jurisdiction.
Section 8.

Exemption of Declarant. The Declarant shall be exempt from the provisions of this Article cle VII and all subparts thereof with w rerspect 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 0 sasopiud eoesacan colloct roasanahi atonE D s collect reasonable attorneys' fees, costs and other expenses from the Owner whether er or not not judicial proceedings are involved, and such amounts shall constitute a lien against the Owner's Homesite enforceable as provided in Section 5(c) of this Article.

ARTICLE VIII

Maintenance

Section 1. Maintenance by the Owner.

The Owner shall be responsible for the exclusive maintenance and repair of the following:

(a) Living Units.

Unless designated as a responsibility of the Declarant in Section 2 of Article VIII, each Owner is responsible for maintenance in good order, condition or repair of the interiors of Living Units and of all mechanical equipment, plumbing and electrical facilities located on a Homesite servicing the nt lunhina and alaatrical fagilitias logstad an a Homseite sorvicing the Living Unit thereon, and any pool, hot tub, spa or similar facility located on a Homesite, and any equipment equipment and appurtenances. Each Owner shall be responsible for the maintenance and good order, condition and repair of the roof

(as set forth in sub-paragraph (c) below), together with all glass portions of the exteriors of any Living Unit (i.e., doors and windows) located on a Homesite.

The Owner shall promptly perform such maintena maintenance so as to keep the Living Unit and Homesite in a good state of repair and in conformity wit the aestnetic standaras standards required required from from tme to time Dy the ARB. NO Owner snall in anny time to time by the ARB. No Owner shall in any way maintain, modify or improve any areas for which the Declarant has the responsibility for maintenance without thethe prior aiof written consent of the Declarant.

(b) Party Walls. Each wall which is built as a part of the original construction of a Living Unitt on a Homesite Homesite and an placed on the dividing line between two or more Homesites shall constitutea Party Wall, and, to the extent no inconsistent with the provisions of this Declaration, the general rules of law regarding Party Walls and liability for property damage due to negligence or will illful acts or omissions shall apply thereto. The cost of reasd repair and naintenance of a Party Wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use. Notwithstanding any oth other o provisions of this Section, an Owner who by his or her negligence or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The right of any

Owner to

contr tribution from any other Owner under this is Section shall be appurtenantht to the land and shall pass pass to such Owner’s successors in title to the Owner’S’s Homesite.

(c) Party Roofs. Each Roof which is built as a part of the original ostuctlon of a Living Unit and which root provides roofing for two Livi Units which are joined by a Party Wall (as defineded above) shall constitute a Part Roof. TO a aec nonconsistent with the prov To the extent not inconsistent with the prov ne provisions of this Declaration. tion. the general rules of law regarding party walls and se otuny pally walls alld liability for property damage due to negligence or willful acts or omissions lated thereto, shall apppply to the Party Roofs.

The cost of reasonable repair and maintenan Roof not covered bv i cenae o a rarly koor not covered shall be shared by the Owners who make use of the Party Roof in roportion to such use (determin use (determined o hy the numhr p f i ined by the number of Living Units covered byl the Party Roof).

In the event a r arerepair to a portion of a Party Roof would a мoldrdresult in the diminution of thehe aesthe aesthetic integrity of the DParty Dof Roof, the Owners responsible for the maintenance of the Party Roof shall be required to re-ro roof the entire Party Roof at the Owners’ expense.

Repair to, or the re-roofing of, any Party Roof shall be subiect to the prior approval of the ARB. The ARB shall, additionally have the authority to determine that the Own bwners sharing a Party Roof shall be required to repair and/or re-roof all or a podortion of a Party Roof the result of damage or aesthetic damage or diminution to the Party Roof.

(d) Replacement of Exterior Plants. epiacemen ent of axterior Plants. The Owners of any Living Unit shall be sntor responsible the costs incurred by the the Declarant in replacing any dead or damaged exterior plants located within i the landscaping on the exterior of any Liing unit locat dets tcaed the ancascapniy on a axтот of ally Living Unit located on any Homesite. To the extent practicable the dead or damaged exterior plants shall be replaced wi chall with plantsts of the same species and of the same size or caliber as the prior plan plants.

(e) Courtyard Area. Each Owner shall be solely responsible for maintaining all property located within the confines of the Owner's Courtyard Area inin aa neat, clean and orderly condition. All grass and shrubs therein must be watered and fertilized asas necessary in order for them to be maintained in a living condition. The Declarant may, in its sole discretion, set lawn and shrubbery watering times for all Homesites. In the event any Owner fails to maintain all grass, shrubs, or plants within a Courtyard Area. the Declarant reserves the right to enter into sara said courty Courtyard Area and care for the same by cutting and/or cleaning, as tyard A TaD D cae o me eua dy ng ana/0f Clealiny, as necessary. In thihis event the Declarant shall deliver written notice to such Owner ranaSseT. demanding reimbursement for the costs of such care. Should the Owner of a Homesite fail to reimburse the Declarant within fifteen (15) days of the date of Homoeito fail to

eo
owAT OT
such notice.
the Declarant shall be entitled to levy a Special Assessment against
the Owneor fon tha
w expenses, pursuant to the provisions of artiala
xv.
(f)
Exterior Improvements.
No Owner shall place any object on any part of
the Homesite
except within the Courtyard
Area.
in the
event that
any
obstruction interferes with the lawn maintenance as provided by the t Declarant,
the same may be removed by the Declarant, and the cost thereof shall 1 bebe payable by such
Owner.
If the Owner fails to reimburse the Declarant for such expenses
within fifteen (15) days after the delivery of notification of the reimbursement within
rteen (15) days aiter the delvery of notification of the rembursement
Clat claim, thele Declarant ectare
shall suede be entitied entitled toto
levy a special Assessment agan levy
a Special Assessment against the
Owner for the reimbursement, pursuant to the provisions of Article XV.
Section 2. Maintenance by the Declarant.
The Declarant shall be responsible for
the exclusive maintenance, and repair of the following:
(a)
Lawn and Shrubs.
The Declarant shall maintain and care for 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
Homesites, which shalll beb the responsibility of the Owner under Section 11 of
Article IX.
Such maintenance by the Owner shall shall be limited to mowing, trimming and edging of lawns and
shrubs.
The Declarant,
in its sole discretion, shall
determine the need for replacement and/or improvement of landscaping, lawns
and shrubs.
(b) Private Roads, Walkways, Parking Areas and Paths. The Declarant
shall maintain and repair all private roadways, walkways, parking areas, paths
and drainage areas, if any, throughout The Properties.
In the event any such roadways, walkways, parking areas, path or drainage areas
are damaged
as a result of the negligence of an Owner,
or his family, guest, licensee, invitee,
or

tenant,
the
Declarant Declarant
may may
repair
or
replace
such
damage
and demand
reotsement irom sucn Owner by delivery of written notice thereof.
If such
Owner does not reimburse Declarant within fifteen (15) days of such notice, ther Declarant
asseinifteen (1s) days of such notice, then nay levy a special assessment against the Owner for
reimbursement, as provided in Section xv.
(c) Exterior Ground Maintenance.
The Declarant shall maintain and care for
the exterior lawn
areas of all Homesites which are subject to the terms and
provisions of thisis Declaration.
Declarant, in its
sole discretion, shall determine
the need for sod and landscape replacement, mowing, fertilization, insecticide control, etc.
the tne
the
(d) Exteriors of Living Units.
The Declarant shall shall maintain and care for the
exteriors of all Living Units located
on all Homesites which are subject to
terms terms and and provisions provisions of this Declaration.
This obligation shall not include or this Deciaration.
This obligation shall not inciude the obligation to maintain any portion of the exterior of a Living Unit
which is glass,
which which shall be mai
s aa
OT
TAR
s gie shall be maintained by the Living Unit Owner.
This obligation shall also
not include maintenance of any roof, which shall be maintained in accordance with not ineluds
maintoa
лs
geo
sm mso
the provisions of Section 1(c) of this Article.
Exterior Living Unit maintenance el
thie noe
shall include annual pressure cleaning of the exterior of all Living Units, and the
repainting of Living Units on a 5-year cycle, including the painting of doors
repairing
of cracks, required caulking, etc..
The Declarant,
in
its discretion, shall contract for the maintenance of the exteriors ofof the Living Units. and sole
Section 3.
Declarant May Contract Contract for Services.
The Declarant may contract for
the management of all or part of The Properties for purposes of carrying out all

oror aa portion dornon ofor
the the maintenance maintenance services services provided provided for for inin this this Declaration. Declaration.
The The
Declarant may contract with public or private utility companies, including without limitation a private utility company with which Declarant is affiliated
or controls,
y copaty wi
wnien Decialant is dlflllated or controis
for purposes of supplying utility services to The Properties and the costs and
s
sddy
aY SELVICas
e fiopertes ad te coss
p
expenses charged by such utility companies
shall be separately billed
to the
Owner of a Homesite by such utility companies and shall not be included in the annual assessments.
Section 4. Maintenance of Fences.
Any fences surrounding any common areas or the project boundary of The Properties shall be maintained by the Declarant, and a perpetual easement of ingress and egress of the Homesites and Living Units abutting
the
fences
is
hereby
granted
to
the
Declarant
for
purposes
of
construction and maintenance activities related to any such fences.
ARTICLE IX
Restrictive Covenants
Section 1.
The Properties Subjected to Restrictive Covenants. In additioion
to
ars
in other restrictions,
reservations and conditions
set
forth
els this
Declaration, ration.
The
Properties
shall
be subiect
to
the
followin ving
restriction ions.
reservations and conditions, which shall be binding upon each anand every Ownwner.

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 her
personal representatives,
successors and assigns.
ەas
be
The
and
sures
Section 2.
Residential Use.
No Homesite shall be used foFor any purpose exce for residential pur purposes, and shall have
a maximumm
of four (4)
people
permanent resident manent residents of each nts of each Living Unit.
No structures or a res
or npnore b eto erected, altered, erected,
altered, placed
or permitted to remain
on
any
Homes dipced
of permited to
remam
on eny
Homesi esite within Properties other thchan one Living Unit,
a private attached garage or carport, lan
one
biving on,
a private allaciled galage
of q
structures and addditions such
as swimming pools, attached screened enclosu Is sethan nua ana
f ssond and patios (as app oproved by the ARB),
except in the case where the Declarant aornd anl to determines in itstoland aheolmodifr
nea ts sole and absolute discretion to modify the use of a Homesite to
use as Common AAreas.
Such modification may be made by the Declarant amending this Declaration without the necessity of
joinder by any Owners or mortgagees of Homesites.
All susuch structures shall be attached to the Living Unit, it being specifically
intend ended
hereby
to
prohibit
all free standing structures additions..
Nothing contair ing contained in this Declaration shall preclude the the Declarant or its agentnts or
employees from ma ployees from maintaining offices on a Homesite H
or elsewhere
operties for the purposes of promoting the sale of Homesites and Living
hin The Pr and for purposes of the operation and administration of Oak
Run and any other activities allowed to Declarant under this Declaration,

and
in The
Units Units
Oak
and

Declarant and its agents and employees shall have access
 to and
 use of the Common Areas and d Recreational Areasas to facilitate such such sales. s.
 In adadition,
Declarant shall have the right to allocate a portion
 or portions of The Properties
for
 commercial
 purposes
 and/or
 multi-family
 purposes
 and
 to
 construct improvements on such portion or portions for such purposes; such areas shall not
be common Areas
 or Recreational Areas but shall be 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 conveyae. Convevance.
 No Ownerer ofor
a
a Homesite Homesite oror Living Living Unit ont shall sh
conveye
 an ownership OMTsp interest in their lot or lots less than that which they own. elest
 o
 of fols les tal wiicn mey ow. Notwithstanding the provisions of this paragraph, the Declarant may from
time to
time designate
 certain
 lots
 in
 The
 Properties
 for
 use
 or
 uses
 as
 parks, time
 designate certain
 lots
 in Te
 ay
recreational
 areas,
 office facilities. utility facilities. storage facilities. and
vehicular and equipment parking and storage facilities.
Section 4.
 Subdividing Homesites.
 No Homesites
 or Living Units shall be subdivided or divided into any parcels, tracts
 oror lots smaller all in size than that
which was originally conveyed by Declarant to the initial Owner.
 No Homesite
shall contain more than one Living Unit.
 Declarant reserves unto itself the right

to subdivide, redivide and/or divide into parcels, tracts or lots, that part of The Properties which may be used for commercial or multi-family purposes by the Declarant.

Section 5. Increasing Size of Homesite. No tract shall be increased in size by filling in any waterway, drainage area, lake or canal on which it may abut, except hy Declarant 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 oro 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/. Section 7. Modifying ving Structures. No Owner in The Properties shall change, alter, modify, add to or delete from any existing structure on his Homesite dow tsu gacet netiw noissumrep mor ent .araiceD ON тTIS without first receiving written permission from the Declarant. No structure, building, swimming pool, or addition to any Living Unit including additional concrete or asphalt installations shall be erected, constructed or placed on any concrete of esduel istalldtous sue de erecled, cosntap ot dia Homesite without the prior written consent and approval of Declarant.

Section 8. Excavating and Clearing Land. No bulldozing or clearing of trees from the land conveyed or excavation of lakes or ponds shall be commenced until the plans and specifications showing the nature, kind, shape and location of work to be done and the grading plans of the plot to be built upon shall have been submitted to and approved in writing by the Declarant, and a copy thereof, as finally approved, lodged permanently with the Declarant. Any tree which is more than three inches in diameter and five feet ini height may not be removed unless written approval has been granted by the Declarant.

Section 9. Improvement Completion Time Frame. Unless specifically excepted by Decteralt, wg m udrovements for which an ARE approve

ror Declarant, in writing, all improvements for which an ARB approval for construction has been issued shall be completed within six (6) months of the issuance of said approval. In the event the approved improvements are not completed within six (6) months of the date of the approval, prior approval of the 11mnth the atoeroral ARB shall be deemed null and void. and such improvement in process shall be considered as being without approval and, therefore, in non-compliance non-com with the Restrictive Covenants contained within this Article.

Section 10. Easements. Nothing shall be placed on any part of any Homesite which is reserved as an easement or right of way for street, street, road or walkway, walkw utilities, or drainage if such shall interfere with the construction, use and maintenance of said roads, streets, walkways, drainage and utilities. In the event any structure, trees or other vegetation interferes with construction maintenance or repair on such easement or right of way, the same may be removed way, by the Declarant, and the cost thereof shall be payable by such Owner to Declarant within fifteen (15) days written notice to such Owner. If said Owner shall fail to reimburse Declarant, Declarant shall levy a special assessment against such Owner for reimbursement pursuant to the provisions of Article xv.

EK1925P60694

les, boats, trailers, notor homes, recreational vehicles Section 11. Parking. No mot Les, poats, taners, cles in excessrecreationaln of a 3/4 ton rating pick-up trucks or motor vehicle g, shall be kept or thouuring a g, sill da vad parked on any Homesite in exces ess of twenty-four (24) hours dyduring any calendar uy any e month except in a garage or other areas which may be designated by the eclarant in its discretion foror su mmercial motor vehicles nt travel trailers, motor homes. boats and trailers must be parked and/or stored hy their owners in designated parking

areas to be provided bv the Declarant. t. The Declarant mav charge a reasonable fee for the stora age and/or rking of the aforementioned vehicles, v trailers, c motor homes, boats and trailers in the designated parking areas. Said Said fee, if unpaid after fifteen (15) days from written notice delivered by Decclarant to the Ow therefore shall be assessed as aa special assessment by Declaraant under tne provisions of Articie Xv and shall become a lien against the lot of th become a hen agaifist the fot or tne owner or sald venicie, enrorceable as provided the Owner of said vehicle, enforceable as provided in Article XV.

The parking and storage of automobiles shall be limited to the driveways of Homesites and otherer areas specifically designated by the Declarant. All vehicles must be parked on the concrete driveway of the Homesite. No vehicle may be parked on any right of way.

w

No more than two automobiles may bee parked ons Hogcits any Homesite at one time.ime. The Declarant is specifically authorized to Dromulgate Pal rules and regulations pertainino to parking, and the Declarant is specifically granted the right to enforce this provisions by the towing of vehicles in violation of these provisions at the expense of the Owner which shall be due and payable by Owner within fifteen (15) days of receipt of written notice demanding reimbursement delivered by Declarant to Owner. If Owner shall fail to pay such amount within such time period, Declarant shall levy a special assessment under the provisions of Article XV.

Section 12. Storage.

No motor vehicles without current current license plateses shallha beda tored

on a eandalse stored and/or parked anywhere
on Oak Run.
No items may ny wllele on cay
Rn
NO
S
Homesite outside a Living Area, including without limitation, scrap
s may
be stornn al, junk or
salvage materials, matarisleeaмo items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials,
or lawn unkad rebieless
furnitur
amont
buldingmataniale
l
toole tools anded and equipment.
Section 13.
Motor Vehicle Repairs.
No Owner of any Homesite,
a member of his
or her family,
guests,
invitees, licensees,
or tenants shall
engage in
the
construction,
reconstruction,
repair
or maintenance main
of
any
motor vehicle, whether said motor vehicle is owned by the Owner or not except, however, the provisions of this paragraph shall not be construed to mean that a Homeowner may not wash and/or polish, change aa tire, or change the oil on a motor vehicle which the the Owner owner owns,
on Owner's Homesite.
All motor venicles must be maintained so 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 sa totf ol eldelC ld aтoceye то ra
e citeitsed stRnlats To a
n shall be no repalr, ass shall be no repair, assembling
or disassembling of motor vehicles except inside
the Owner's garage.
Section 14.
Driveways.
All driveways shall be maintained in the form and style originally established by the Declarant.
Driveways will not be painted or covered
with material otherth
than approved by the ARB.
Section 15.
Trash.
No Homesite
or any part of Oak Run shall be used or maintained as a dumping ground for rubbish.
Trash, garbage or other waste shall be bagged and tied and kept in covered sanitary containers in the

garage or utility sheds, or at the rear of the Living Unit out of sight from the street withiu an approved fenced area.
On those t odays, and only on those days, when garbage pickups are made at The Properties, the Owners shall place their garbage (bagged and tied) on their Homesites and adjacent to the street for pick up no sooner than dusk, the day prior to pickup.
All receptacles will be removed from curbside not later than two (2) hours after pickup.
There shall be no burning of trash or any other waste materials on The Properties except as stated in Section or ant athor on 20.
In the event trash must be collected from a receptacle servicing more than one Homesite to meet the requirements of the collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle.
In no event shall trash be placed outside the receptacle.
Fences enclosing trash containers must be of the type approved by the ARB, and Owners must obtain written approval before erecting any such fence.
The Declarant reserves the right righ during any construction by Declarant or otherwise to maintain a receptacle for garbage and trash on The Properties.

BK1925PG0695

C

Section 16. Containers and Fuel Tanks.
All garbage oro trash oT trash co h containers, oil tanks or bottled gas tanks.
shall be located within the confines of the structuד מ served and shall be installed within sithon the gou d Area or a walled-in are which is not visible from any street or adioining proper erty.
The installation of such containers or walled-in area shall not be contated upon any portion of any Homesite which is maintained by the Declarant
Section 17. Burning. No Owner shall burn any trash, debris or refuse, ord allow anyy other person to burn trash. debris or refuse on any Homesite inin Oak Run excerdowever, Deciarant reserves unto itselr tne right to burn debris as a resulsult of clearing and cleaning of any land in The Properties.
Section 18. Adult Residents
The pronarti

f
oy.
ne Decidl ant has designated and developed Properties
for
the
purposes
of providing a single family residential subdivision
despossessing for
the purposes an aesthetically or provinga attractive, single famuble quiet,
comfortable
environment conducive to a style of living desired by middle age or senior citizen pere To assure all Owners that the heretofore mentioned environment shall remain constant,
no pe no
persons
under eighteen
years of
age shall occupy
or oare
ae
permanently reside or live in any any Living Unit except, however, members of an Owner’s family under the age of eighteen (18) years may visit and stay with
an Owner for a period of time not to exceed
an aggregate of thirty (30) days in any
calendar year.
Section 19.
Signs.
To preserve the aesthetic quality of The Properties,
no
signs, including signs advertising the sale or rental of any Living Unit, sa
pe shall
diaced от апомed to be erected or placed on any Homesite including window signs placed or allowed to be erected or placed
on any Homesite including window signs
inside any Living Unit visible through any windows without the prior written
e
oisote
mougany wndows witnout the drior wrtten consent of the Declarant.
The Declarant reserves the right to grant and/or deny in
ite
sol
sd sbeolute dienration
it 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 2Ø.
Pets.
No animals, livestock
or poultry of any kind shall
e rai
bred or kept on any Homesite, except that two dogs, cats
or small house birds or
other household pets may be kept on a Homesite, provided that they are not kept,
bred
or maintained for 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
onott a tabs leash ata
all a
times mes when wen outside outside the the Living либ Unit. ont.
Dogs Dogs shat shall ffot not bene walked weyap оnon
grass other than an Owner's Homesite and in pet walk areas designated by the бiPss otner
na
an OwtaTsuomesne and in del waih
тapc desigilale Declarant (if any).
All pets are prohibited in the Recreational Areas and on all מד רד
מ הכרס טד
ופמT מזב
.Areas Common עמרדבמט דבטם מזר מעז טז
Pets which are discovered outside at Owner's Living Unit and not
on a leash and accompanied by the Owner or the Owner's agent shall be reported
If,
to the appropriate governmental agency, and shall be subject to being picked up
and impounded by Declarant or its agents, including security personnel.
after receipt of written notice by the Declarant of a violation of the provisions of
a
this paragraph, the Owner does d not correct correct such su violations, the Declarant shall
be entitled to levyy aa special assessment against the Owner for
the expenses
incurred by the Declarant as a result of the violation, pursuant to the provisions
of Article XV hereof.
Pet owners should clear and remove any fecal deposits made
by their pets from any and all areas, including their Homesite.
Pets must be maintained under the control of the Owner at all times.
Section 21
Business Activity.
No business, commercial enterprise or business
activity acluvity of any Kind snau be carried on or conducted on or of any kind shall be carried on or
conducted
on
or frTтom
anly ny Homesites
y selsemon except those businesses, commercial enterprises and business ss activities exempted
enass dnetttassas
comercial eteldiises
nd busuressod an by the Declarant on Homesites or other portions of The Prop perties own wned by
the
o
siotod fo ant adota Declarant, as provided herein.
Declarant reserves unto itself the absolute right
to divide, subdivide or redivide such property and to utilize it for commercial
purpose.
Section 22.
Leases.
All leases of Homesites and Living Units shall be restricted
to residential use.
All leases shall be in
I be in writing and the Declarant shall have the t
right to terminate the lease upon default by the tenant in observing any of the provisions of this
Declaration, the Articles of Incorporation and By-Laws of the
Association, and applicable rules and regulations.

Each lease shall contain the following provision:
"The lessee hereunder nder acknowledges acknowledges that this lease is subject that to the Declaration of Covenants and Restrictions of Oak Run Villas, Articles of Incorporation and By-Laws of Oak
Run Homeowners Association,
Inc., and
Rules and Regulations provided thereunder, that lessee has read the same, agrees to be bound thereby, and that failure to comply with same may result in certain remedies being applicable to lessee, including without limitation
termination
of this lease,
and personal
liability of lessee for damages."
In the event the foregoing language is not contained in any such lease, then the m eveft le fотабошб language is not contained in any sucn lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or
a lessee's invitee, quest or licensee of a Homesite occupies the same without
a written lease, the occupancy thereof shall constitute
an acceptance of
e gesherenf anaccentance this Declaration and an agreement to be bound thereby and subject thereto. written lease, the occupancy thereof shall constiubiect there
No lease shall be for a term less than three be (3) months.
Owners wishing to required by D lesase their by Declarant to place in with Homenitas the Declarant snd Living
a
uvid

veedetersined may by the Deciatant hemreation
s any damage to the Common Areas and Recrestus of any any
the
used by che Dectrdrions of The Properte
Dech or determined in the sole and absolute discretion of the a of the Declarant). The tenants (as deterntly and severally liable with the tenant to the Declarant for Owner in the sole and ab will 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
e to
property ning in the caused by the negligence of the tenant.
Any balance remaining in the escrow account, less an administrative charge as determined by the Declarant, property caused by the hegiigence o
tie teatit.
yhad hy the Deolarant 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.
TheI Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the Owner in the event that legal proceedings must bebe instituted against such occupant

or tenant for his
eviction or for enforcement of the Declaration.
The Declarant is exempt from the
provisions of this section.
Section 23.
Homesite.
Fences.
No fences shall be erected, constructed or placed
on any
Section 24.
Gardens.
No garden may be grown or cultivated on any Homesite
except within Homesite's Courtyard Area.
Section 25.
Hedges.
Except as
a portion of the exterior landscaping of any Homesite maintained by the Declarant, no hedges shall be
grown or cultivated on
any Homesite.
Section 26.
Water Systems.
The Declarant has entered into
an exclusive franchise agreement with a utility company for the installation instal
and operation of a central water and
sewer system to serve all Homesites and Living Units in The Properties.
Section 27.
Sprinkler Systems.
No Owner shall, after closing on
a Living Unit, than within
th modify any existing irrigation
or sprinkler system.
Other than within the
Owner's Courtyard Area, no Owner shall place, install or construct
upon any merle courtrar
shall nlacsinstall
costruct unon
a
Homesite, or allow to be placed, installed
or constructed
upon any Homesite a
fixed water sprinkler system system for irrigation purposes.
Section 28.
Cable Television.
The Declarant Declara
shall have the exclusive right to
furnish to all Owners within The Properties, television reception as the Declarant
deems appropriate, including without limitation an exclusive closed circuit Oak
Run television channel, and to charge as a result thereof a reasonable installation
fee and service charge for providing the
same.
The service charge shall be
included in the annual assessment, and the installation fee, if unpaid after fifteen inciuded in the
annuar assessment, and the installation ree, nudep dterhse (15) days written notice delivered by
Declarant to Owner,
may be levied as a)Tc(Days wiilcen
otce devee
by
eciatal

way
e тэлап psa special assessment by Declarant under
Article XV.
Such easements
as
are
necessary for the connection and maintenance of the television reception service,
as provided for herein, are reserved unto the Declarant.

BK1925PG0697
Section 29.
Antenna.
No radio, television nor any other exterior or electrical equipment,
antenna, aerial, satellite receiver of "dish"
or similar electrone enna, aerial, satellite receiver of
dish" or simlar receiver shall be installed
or maintained on the exterior of any Living Unit
or HosteOT DT
AS
T
oF 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 aa master antenha
cable television and security system in Oak Run.
Section 30.
Services and Fees. and Fees.
The Declarant shall have the exclusive right to
furnish to all Owners in The Properties security services, recreational facility services, garbage and trash collection services, all
as the
Declarant deems
sor appropriate, whiadto and to charge a reasonable fee for providing said services, the fee for which shall be included in the annual assessment.
Section 31.
Mailboxes.s.NO No mailbox eox or paper box or other receptacle of any kind or paper box or other receptacie or any kind for use in the delivery of mail, newspapers,
or magazines, or similar material shall be erected by an Owner unless the size, location, design and type of spapers, of magazimes, of simular material material for said boxes or receptacles shall have been approved by the ARB, and s2cao, desigh and type of said mailboxes shall contain only the name and address of the occupant of said lot. of th
W
AD
The replacement of all mailboxes and light posts must be of identical design as of
that of the original.
No Owner shall modify any Declarant-installed mailboxes or
light posts without prior consent of the ARB.
Nothing may be added
or attached
to the post structure or mailbox itself, including without limitation, flags, other signs, flowers, decorations, and license plates.
Section 32.
Lighting. ng.
All A
exterior exterior lighting ighting onon any any Homesite Homesite oror
Living Living Unit Unit must must he des be designed and erected so
as to avoid annoyance to any other Owner, and to
minimize the adverse effect on the safety of the owddto Owners of other Homesites in the subdivision.
Pole lights will not be placed. located

or permitted upon any
Homesite.
Coach lights may be mounted by an Owner on the
exterior of the
Owner’s Living
Unit,
after receipt of approval as to the specifications and
mounting plan by the ARB.
Section 33.
Yard Lights.
For security purposes, all Homesites in The Properties
shall have an operable front yard lamp as specified as to form and materials by
the ARB.
Each Owner must at all times maintain said lamp in a working condition,
and insure that this light remains on at all times during all hours of darkness,
:
and pay for such electricity as
is required to
so provide such light, and to
maintain and repair such light.
Section 34. Clotheslines. It is prohibited to hang and/or dust garments, rugs or secuon se. Clotnesines.
it is pronioited to nang and/or aust garments, rugs or any other materials from the windows,
balconies
or from the exterior of
any
Living Unit.
Outside clotheslines or other exterior clothes drying facilities must Liuing Itnit
uteide clathe
ot
e
be located completely within the confines of the Courtyard Area. ated commleteltsithieootes aryng
Section 35.
Outside Storage, Decorations and Ornaments.
No items, articles,
decorations, ornamental statues, figures, lawn ornaments or other decorations of
any kind, including without limitation items
including garden tools,
hoses, ladders, chairs and other items, shall be stored on, hung, or placed outside the Living Unit
except as permitted in the Courtyard Area.
No decorations may be affixed
to the exterior of any Living Unit.
The Owner may, however, have
seasonal decorations, such as Christmas decorations, for periods not to exceed
two weeks prior to, and
one week subsequent to, the holiday for which such
decoration
are applicable.
Placement of
any lattice
or trellis
is specifically
n
ta appucae.
Fiacement of any lattice
or trellis is specinically
de
y location outside a Living onit. An Owner shall be prohibited from any location outside a Living Unit.
An Owner shall be entitled to

place a lattice or trellis within the confines of a Courtyard Area.
Section 36. Landscaping. Any alterations (including but not limited to additions and/or deletions) to landscaping (including turf, trees and ornamental plants) are prohibited except those which are confined to the Courtvard Area. Excessive weeds or unsightly undergrowth within the Courtyard Area shall not be visible through the Courtyard entry gate. All hoses which are used for watering shall be stored by Owner out of view of the general public, except when being used. Watering of landscaping shall be subject to landscaping restrictions which may be imposed by the Southwest Florida Water Management District, the utility company, or Declarant.

conditioning Section 37. unit window shall bebeandpermitted permitted Air Conditioning to be placed Units. in a Living No Unit. window or wall ai No Living Unit shall have aluminum foil placed in any window orin

aglass Living door, oe. or any NntoLiving reflactire reflective substance place on any glass, except as may be previously approved in writing o ss sly apnroved in writing by the ARB for the purposes of energy coconservation.
Section 38. Drilling. No private wells or septic tanks will be allowed except as have been previously approved, in writing, by the ARB.
Section 39. Awnings, Canopies and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any Living onit untess suen awng of any Living Unit unless such awnings, canopies or shutters have previously been approved in writing by the ARB.
Swimming Pools. Any swimming pool, lap pool, lounging spa, or section 40S 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 the construction.
(b) No construction shall be allowed on any area of the Homesite except that area designated as the Courtyard Area.
(c) No construction shall

be allowed
which
will will
or
may jeopardize the
structural integrity
Ofof
any any
existing
improvements
as initially
provided by
Declarant, including, but not limited to, the Courtyard walls or other structures,
other said improvements or private or shared as common with adjacent property
owners.
(d) All screened enclosures must be of the same style and type as initially provided by Declarant and must be approved by ARB prior to construction.
Section 41. Additions.
No additions or other constructions shall be allowed to be
built, whether attached
or detached, beyond that as initially constructed by the
Declarant, unless such construction is:
(a)
Located within the area of the Homesite designated
as the Courtyard
Area or within the originally constructed roof system; and
(b) Approved previously, in writing, by the ARB.
Section 42.
Boats and
Lakes.
No motorized boats may be used in the lakes
located on The Properties, nor shall any boats be stored in the lakes or along the shoreline. No dock or other similar structure structure shall be located in or near the lakes located in The Properties.
No grass clippings nor other refuse shall be dumpep in the lakes. Declarant shall have the right to have clippings and refuse removed from the lakes, and the
cost thereof shall be paid by any Owner who is responsible therefor,
or
whose guests, invitees, licensees
or or
tenants
are
responsible therefor. therefor.
Such payment must be made within fifteen (15) days after
delivery of
a written notice therefor from Declarant to such Owner.
If such
Owner does not pay such amount within such period, the Declarant shall levy a Owner aoes not pay sucn amount within sucn period, the Deciarant snal levy a special assessment therefor pursuant to the provisions of Article XV.
The use of roieds eesessa otete ausid ett STOTSivop TO AROMTH
T
asn o any lake or swimming pool for boating or swimming is done at the sole risk of the Owner and the Owner’s guests, invitees, licensees and tenants and the Declarant
assumes
no liability
for
any accidents
occurring during

such
use of such
facilities.
Section 43.
Nuisances.
No noxious or offensive activity shall be carried on upon
any Homesite, nor shall anything be done thereon which may be oror may become an
annoyance
or
nuisance
to the neighborhood,
nor shall any disturbance distur
be
permitted which will interfere with the rights, comforts or convenience of other
Owners and their guests, invitees
or 1lessees.
Owners shall be prohibited from
doing anything or conducting any activity which would would detract detract
or
in any way
deter from the beauty or natural aesthetics of Oak Run.
If, after receipt of
wrlen nottication
rom the Deciarant of
a vtotatio
or the provisions of
ts written notification from the
Declarant of
a violation of the provisions of this
Section,
the
Owner
does
not
correct such
violation,
the
Declarant
shall be
entitled to levy a special assessment against the Owner’s Homesite for the cost of
correcting the violation, as provided for in Article XV hereof.
Declarant may, at the
as
Doelarant mau
the its sole discretion, determine whether
a violation of this Section shall be

BK1925PGO966
referred to an appropriate governmental agency enforced by the Declarant as provided herein.
Section 44.
Exemption of the Declarant.
The Declarant,
as long as Declarant
owns any Homesite
or Living Unit in the subject Properties,
or
in the event in
Declarant isis undertaking construction work

or repair work of any Homesite or
Living Unit in the Subject Properties, shall be exempt from the provisions of this
Article IX.
ARTICLE X
Assignment
All rights,
powers, powers,
privileges privileges
and and obligations opngations reserved reserved
to
and of
the to andofts Declarant hereunder may be assigned by it in whole or in part at any time and from time to time including without limitation anan assignment thereof to the Association and to the Architectural Review
Board.
A recorded assignment
thereof shall entitle all third parties to deal with the assignee as the true and lawful holder, owner and obligee thereof.
ARTICLE XI
Insurance and Taxes
Section 1.
Insurance.
Property and casualty insurance on the Common Areas and the Recreational Areas shall be maintained by the Declarant.
The Declarant shall stom also pso purchase purehase public pubne and and
genera general пay liability insurance, msuraice,
and dna
sucin such other et insurance as may be necessary on the Common Areas and the Recreational Areas
in the judgment of the Declarant and for purposes
of properly insuring the
Common Areas and Recreational Areas.
The premiums for all insurance policies
purchased by the Declarant shall be deemed to be general expenses for Oak Run and shall be paid by the Owners through the annual assessments against each
Homesite.
Section 2.
Living Unit Taxes.
All real estate ad valorem and personal property
taxes assessed, together with any assessments made by any governmental
or
quasi-governmental agency assessed against a Homesite and Living Unit shall be
the responsibility of the Owner of the Homesite and Living Unit.
Section section 3.s.
comon Common Ales. Area Taxes.
The A Declarant ant shall shall bede resdoustera responsible for paying tor pan all en
teet real
property droperty and and personat personal propelly property taxes laxes assessed реедеса
against the Common Areas and the Recreational Areas, and any personal property located thereon owned by
the Deeclarant. Such taxes shall be deemed to be general expenses for Oak Run chal денss
un
and shallall be paid by the Owners through the Annual Assessment. wers throuch the Anpual Assessment
ARTICLE XII
Additional Covenants and Restrictions
Except for the Declarant, no Owner, nor the Association or any other person
or entity without the prior written approval of the Declarant,

may impose any
additional covenants or restrictions on any part of The Properties.
ARTICLE XIII
Amendment
Section 1. Amendments.
The Declarant in its sole and absolute discretion shall
have the right and power of amendment of this Declaration, and such amendment
by the Declarant shall not require the joinder of Owners
or mortgagees or the
Association,
or any other party having any interest in The Properties.
Such
right to amend shall include without limitation the right
(a)
to amend these
Covenants and Restrictions for the purpose e of cucuring any ambiguity in or to any
inconsistency n between the provisions contained herein;
(b)
to include in any
contract or deed or other instrument hereafter made any additional covenants and
restrictions applicable to
The Properties which
do not unreasonably lower standards of the Covenants and
Restrictions herein contained;
and
(c)
to contained;
(c)
to release any Homesite from any part of the Covenants and Restrictions which have larapsa any
Homesite
rom any part of the Covenants and Restrictions whicll hava
been violated if the Declarant, in its sole judgment, determines such violation to
be a minor or insubstantial violation.
-20-
BK!925PG0700
Section 2. Amendment to Articles and By-Laws.
The Articles of Incorporation and By-Laws of the Association may be amended in the
manner so provided in
such documents.
Section 3.
Notice of Amendment. Recording of an amendment, properly made in
accordance with the terms of Section 1 and Section 2 of this Article XIII shall be
deemed notice to all Owners of the terms thereof, and all Owners shall be bound
by its terms.
Section 4.
Amendment neoт of Specific Provisions.
The consent of holders of first spec
Provisions.
The consent of nolders of nrst mortgages on Homesites which wieave have at least fifty-one percent
(51%) of the votes of at ledstly-one pece
(Sт(
oт тne votes oI
Homesites subject to first mortgages, shall be required to add
or amend any material nrvieione of ths Deelehe
of
ameta ay 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 it is for the purpose pur of correcting technical errors, or for clarification only. A holder of a first mortgage who receives a written request to approve an amendment who does not deliver or post to the requesting party a negative response within thirty (30) days from the postmark date of the request shall be deemed to have approved such request.

ARTICLE XIV

Termination of Declaration

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Declarant, the Association, and their respective legalgal representatives, heirs, successors and assigns until amended or modified according to the the terms of Article XIII hereinabove set forth. In the event of and after the assignment by Declarant of all of its rights hereunder, the consent of the Owners of Homesites Home to which sixty-seven percent (67%) of the total allowable votes in the Association are allocated and the approval of holders of first mortgages on Homesites which have at least sixty-seven percent (67%) of the total votes of Homesites subiect to first mortgages, shanall be b required required to terminate terminate the t covenants covenants and a restrictions restrictions ofof the the Deciala Declaration. Termimination shall be accomplished in the same manner as set forth compuist asned in the same manner as set fortn for endment to the Declaration in Artic ticle XIII, except that the specific percentages herein shall apply.

ARTICLE XV

Enforceability or be

Section

1.
Parties Who
May Seek Enforcement.
If
any person,
firm corporation,
or other entity shall violate
oror attempt to violate any of the provisions of the Declaration, By-Laws, Articles of Incorporation, or any Rules and Regulations,
it shall be lawful for the Declarant,
(a)
to prosecute proceedings for the recovery off damages against those so violating or attempting to violate any such provisions; or (b)
to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such competem jarsrction agais
tosa so storemf o
iolatians or
ddtabl provisions for the purpose of preventing or enjoining all or any such violations or roliaf
should the Declarant attempted violations,
or any other equitable relief.
Should the Declarant required to enforce or defend the provisions hereof, its reasonable attorneys' fees
and costs incurred.
whether
or not judicial proceedings
are involved, including the attorneys' fees and costs incurred onon appeal of such judicial proceedings, shall bee col collectible from ole from the party against whom enforcement sought.
In any proceedings by the by the Declarant against an Owner, collection such attorneys' fees may be enforced enforced by any method in this Declaration providing
for the collection of an annual assessment or special assessment including,
not limited to,
a foreclosure proceeding against the Owner's Homesite. The
medies contained in this provision shall be construed as cumulative of all other
remedies
now or hereafter provided by law.
The failure of the Declarant to
enforce any covenant or restriction or any obligation, right,
power, privilege authority or reservation herein contained, however long continued, shall in no
is
of
butana
The
-21-
BKI925PG9701
event be deemed
a waiver of the right to enforce the same thereafter as to the to enforce the samethereareof occur same breach or violation, or as to any other breach or violation thereof occurring aras to prior to or subsequent thereof.
Section 2.
Special Assessment.
In addition to all other remedies provided in this Declaration, the Declarant, in its sole and absolute discretion, may levy a special
assessment upon an Owner for failure of the Owner, his family, guests, agents,
lessees, licensees, invitees, tenants or employees, to ocomply 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 TPS Dnd tle raure to pay to or reimburse Declarant for any
sums owed by Owner to Declarant under these Declarations, provided that the following procedures are followed:
(a)
The Declarant shall notify the Owner of the infraction
or infractions.
Except in the case of a violation for failure to pay to
or reimburse Declarant for
sums owing by
Owner to Declarant, for which the special assessment
mav be
levied after fifteen (15) days written notice delivered by Declarant to Owner.
included in the notice shall be a date, time and place where the
Owner shall
present evidence as to why the special assessment should not be imposed.
(b)
The details of the non-compliance shall be presented to the Declarant at
the time and place provided in the notice described in subsection (a), supra, at
which meeting
a hearing shall be conducted
for the purposes of obtaining evidence
as to the levying of
a special
assessment, in the
event that it is
determinednidon that a violation has occurred.
A written decision of the Declarant ts occullaп
н willel
decision of te Decialan
set de sd to teowner not later than thirty (30) days arter the heariug 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 тэT MDecitaeeas iolation
nas oo
assessment may be levied against the Owner by the Declarant.
(c)
For each occurrence of a violation, the Declarant may impose
a special
assessment in any amount not
in excess of $5,000.00 against the Owner of the
Homesite in the event a violation is found.
(d) A special assessment as provided in this Article shall be due and owing
not later than ten (10) days after the written 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 enrorced by the Declarant in the same manner as the enrorcement or a regular
annual assessment provided for in Article
VIvi of this Declaration, including
placing a lien on the Owner’s Homesite and foreclosing same.
Section 3.

Legal Proceedings for Violations.
If any person shall violate
or
attempt to violate or in any way fail to abide by any of these Covenants and any
Restrictions,
or
any
rules
and
regulations
promulgated
pursuant
to these
Covenants and Restrictions, it shall be lawful for thee
Declarant, or any other
person(s)
owning
any Homesite
in
The Properties
to
conduct
such legal
proceedings as are available to enforce compliance therewith, to prevent further
or continued violations, and to recover damages, attorneys' fees, court costs and
litigation costs and expenses for such violations or attempted violations.
Section
4.
Right
to
Enter
&&
Levy Assessments.
The
Declarant,
or
its
s
employees, agents
or assigns,
after giving
an
Owner reasonable notice and
opportunny to care
a violadion of these coverans, may opportunity to cure a violation of these Covenants, may enter upon
a Homesite for the purpose of curing the violation, and the same shall have no liability to the one
purose of cng
ɘ oTo,le same sm nveo
y Owner, whether for trespass or otherwise,
as
a result of such entry upon the
Homesite.
The 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 insn smount to he
datarmined in the sol
and abeolute
icaration of the Deelarant
against any Owner who fails to abide by, or whose quests, invitees, licensees and

tenants failail to abide by, any of these se Covenants Covenants and Restrictions, or any rules and reg rgulations promulgated hereunder.

Section 5. Restriction on Use of Recreational Facilities. In addition to all other remedies, an Owner, his tenants, invitees and guests may be barred from the use orof the the Recreational Recreational Areas Areas ror for any any failure fallure toto comply comply with with these these Declarations, Deciarations, gni but such barring shall not suspend the obligations of such Owner to pay all outstanding expenses due hereunder.

BK1925PG G0702

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 tot contest any condemnation or eminent domail proceeding which is directed at taking any portion of the Common Areas or Recreational Areas, or which touches upon, concerns or affects affects the use u of the Common Areas or Recreational Areas; and the Declarant shall represent the Owners of Homesites and is hereby irrevocably appointed agent for each Owner of a Homesite in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas or Recreational Areas, or any part thereof. In the event of a taking or acquisition t all of part or all of the Common Areas or Recreational Areas by a condemning authority, all awards or proceeds of settlement shall be pavable totconenis Declarant and it shall disburse such award or proceeds to the Owmers of Homesites and their mortgagees as their interest may appear.

Section 2. Reconstruction of Repair of Common Areas. Any reconstruction or repair of the Common Areas or Recreational Areas as a result of casualty or

condemnation
must
be substantially in accordance with
the
plans
and
specifications of the original Common Areas;
or if not, then according to plans
and specifications approved by the Declarant which shall be of similar kind and
quality as the original plans and specifications.
Section 3.
Repair or Replacement of Living Unit.
Each Living Unit Owner shall
o
Repat of
eplacement of Living onit.
Each Living Unit Owner snaf be required to reconstruct or repair any Living Unit destroyed by fire
or other casaltwhothe
dly
ivgo
destroyed by
re or otner 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 renair or
a
stan tnss
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
r
must be approved by the ARB. RB.
Such costs for repair or replacement will become
a lien
on the Homesite and if not paid within fifteen fifteen (15) days, after written
notice thereof is delivered to the Owner by Declarant, the Declarant may levy a
special assessment upon such Owner’s Homesite pursuant to Article XV.
ARTICLE XVII
General Provisions
Section 1. Modifications. The Declarant reserves the right, in its sole and absolute
discretion,
to
make modifications,
clarifications,
changes
and interpretations
of all restrictions and covenants contained herein,
and the Declarant’s determination shall be final.
Section 2. Invalidation. The invalidation of any provisions of these Covenants
and Restrictions, or this Deciaration, by juagment or court order shall hot arrect and Restrictions, or
this Declaration, by judgment or court order shall not affect
or modify any of the other provisions of said Covenants and Restrictions, which shall remain in full
force and effect.
Section 3.

Notices.
Any notices required to be provided to any Owner or any other party under the provisions of this Declaration shall be deemed to have been properly given on the date the notice has been dedposited in the United States mail, postage prepaid, aaddressed to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 4.
Duration.
The Covenants and a Restriction Restrictions as provided for in this Declaration for The Properties shall run with the title to all of the land, tracts, parcels and Living Units described in Article II hereof, and will be binding upon the Owners of all Living Units and Homesites within The Properties, their successors and assigns nne unti Decemper S1, 201s. Tnerearter, tmese successors and assigns in title until December 31, 2015. Thereafter, these protective Covenants and Restrictions shall automatically be renewed for

BK1925P60703

successive periods of ten (10) years, and shall remain in full force and effect, unless specifically revised oror modified as set forth in Article XIII hereof. Failure of the Declarant, Owners or the the Association, or any other that may be formed to enforce of these Covenants and Restrictions shall not nullify any of the STOTS dny Cover enants andad Restrictions, or in any way be interpreted asas a wawaiver by the Declar arant, Ownwners or Association, of the right to object to and enforce by proceed eding at llaw or in equity against any person

oro persons
violating
or athomn attemptin ing coviolate
any of the Covenants and Restrictions contained within this Declaration.

Section
5. Validity.
If
any
portion
ofOT
this TS
Declaration Declaration
isis
declared declared unconstitutional or if the applicability of this Declaration against any person or in any circumstances is held invalid, the validity of the remainder of the theer Declaration shall not be affected thereby.

If any word, sentence, phrase, clause, section or
portion
of
such
Covenants
and
Restrictions
shall
be
held
invalid
or
unconstitutional by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.