This instrument prepared by:
Steven H. Gray, Esquire/cc
Simmons and Gray, P.A. 125 N.E. 1say, .Asu 125 N.E. 1st Avenue- Suite 1 Ocala, Florida
32670

DECLARATION OF COVENANTS AND RESTRICTIONS
OF

KNOW ALL MEN
BY THESE PRESENTS, this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration", ane made and entered into on this day of 1992, by OAK RUN ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as the "Declarant"), owner of those certain tracts of land which have been platted as Oak Run.

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain tract of land which has been platted as woodside, a subdivision as per the plat thereof, of, recorded in Plat Book, at Pages through _, of the Public Records of Marion County, Florida, less and Marion County Florida loss a except Lots 1 through of Block F, Lots 1 through of Block G, Tract F and Tract G of Woodside, a subdivision as per the plat thereor, thereof, recorded recorded inin Plat Plat BOOK Book at Pages through of the Public Records of Marion County, Florida, Florida, ofof 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
other
common facilities for
the benefit of the commud community;
and
oth
at
WHEREAS,
the Declarant has previously platted certain tracts
of land subject to the Declaration of Covenants and Restrictions of
Oak Run dated January 30,
1991,
and recorded in OR Book Pageабра
, of
the Public Records of Marion County,
Florida (the
"Oak
Run Declaration"), and
the
"Oak
Run
Declaration"
was subsequently amended by Emense
Amendments
to subject additional
platted properties as Additions to its Subject Property (as defined thereinl
and the the coms Common Areas and Recreational Areas which are now
subiect
to the terms and provisions of
the Oak
Run Declaration
are he terms and nrvisins
of th TAOS MIlich are now
maintained for the benefit of the Owners' properties located within
the master community known as Oak Run; and
WHEREAS, the Declarant desires to provide for the preservation
and
enhancement
of
the
property
values
and
amenities
in
the
community
and
for
the
maintenance
of
the
Common
Areas
and TOJ Recreational Areas and improvements thereon, and, for this reason, to

subject sa the
Subject
FOeLYLO Property
to
the
covenants, he
covenants restrictions,
easements,
charges
and
liens
in this
Declaration, each and all of which is and are for the benefit of such property
and each Owner thereof;
and
WHEREAS,
the Declarant has deemed it desirable, to
create
an
entity
for organizing
the recreational, social
and
cultural activities of
Oak Run
and
to
that end
Declarant has incorporated
under
the
laws
of
the
State
of
Florida,
as
a non-profit corporation, Oak Run Homeowners Association, Inc., for the purposes
of exercising the functions stated above, which Association is not SSOi
Ts uo intended to be a "Condominium Association"
as such term is defined
and described in the Florida
Condominium Act (Chapter
718
of the
Florida Statutes).
NOW, THEREFORE, in consideration of the premises and covenants
herein contained,
the Declarant declares that
the real
property
described as the Subject Property in Article I, and such additions
thereto
as may hereafter be made pursuant to Article II hereof, is
and shall be held, transferred, sold, conveyed and occupied subject to
the
Cves covenants,

restrictions,
easements
charges
and
liens tasTTOUs,easements
charges
and
liens (sometimes referred to
as "Covenants and Restrictions")
set forth
in this Declaration and that such Covenants and Restrictions shall that in yTOS(s
run with the real property and be binding on all parties having anv
right
theret, title or interest in the Subject Property or any addition
represreto resentatives, as described successors herein, and including assigns.
their heirs, personal
ARTICLE
I
Definitions
Section 1. Definitions. The following words when used in the Decla DeclalLaration
or any Supplemental Declaration
(unless
the context shall1 prour shall have the following meanings:
(a) "Association" -
shall
mean
and
refer
to
Oak Hom Association,
Inc.,
its successors and assigns. Run
(b)
"Common Areas"
- shall mean and refer to those areas of land shown oyecorded subdivision plat of the Subject
Homesites Property orandAdditions Recreational to
the Subject Property, other
than the Areas, which areas are intended to be to used and enjoyed by owners of Homesites in the
Subject Property and nean Additions to Subject Property, which include without limitation, any private
roads,
and drainage
areas, easements
for
roads
improvements alkways,
parking now
or areas hereafter and
paths constructed and utilities, thereon
and
all oitation, streets, lighting systems (except for light
r hereafter constructed
thereon
including,
posts of which on any shall
Homesite,
the operation, maintenance and electricity be res of Homesite), signage, structures, lakes and
landscaping thereon. For the purposes
of

this Declaration, ion,
the
term "Common "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
Caunt
Book at
rage Page
ofoI
the the Public Public Records Records
ofof Marion County,
Florida,
and
any
Common
Areas
contained
within
any
Additional
Properties
which
have
been
previcusly,
or
are Prorartiesmmn subsequently,
made subject
to
the Declaration
of Covenants and th
devIOUSTY,
of
are
Restrictions of Oak Run recorded
in OR Rookтн atovenants Page
and
of the Public Records of Marion County, Florida. in accordanc
with
the provisions of Article II thereof.
- (c)
"Declarant"
- shall
mean OAK RUN ASSOCIATES,
LTD.,
a Florida Limited Partnership,
owner of
those certain tracts
of
land which have been platted
as Oak Run.
(d) "Declaration" -
shall
mean
this
Declaration

Covenants and Restrictions of Oak Run. of
(e)
"Living Unit"
- shall mean and refer to any building
or portion of
a building situated
upon
a Homesite designed and
intended for use and occupancy
as
a single residence.
By way of
example, but not limitation,
the term "Living Unit" shall inclu
a townhouse unit,
or any other form of single residential dwelling,
whether attached
or detached.
(f)
"Homesite"
-
shall
mean and refer to
any plot
of mean and relr
to any piot oT land shown
on any recorded subdivision plat of The Properties which
has been designated by the Declarant to contain
a Living Unit.
The tod ATOH
word Homesite shall
also include
the Living
Unit located thereon
when
one has been constructed
on the Homesite.
(g)
"Member"
of the Association -- shall
mean and refer to all Owners, Owners of
a Homesite and the Declarant.
(h)
"Owner"
-
- shall
mean and refer to the record owner,
whether
one
or
more
persons
or entities, of the
fee
or undivided fae
intareet
s
от morroaп fee

interest
in
any
Homesite
located
within
The
Properties, including
the
Declarant,
but
shall
not
mean
or refer
to
any
mortgagee
unless
and
until
such
mortgagee
has
acquired
title
pursuant to foreclosure or any proceeding in lieu of foreclosure.
-2-
(i)
"Recreational Areas eas"
- shall mean and refer to those areas areas or land shown and (on any recorded sudi
osa subdivision plat of the
a Subject Property or Additiions to
the
Subiect Proper diaas "recrea ational
reas"
hltu el dreas PUD shdll be used for recreational social and purposes
bby the Association atio
and
the
Owners
and
their quests
itSES
DY., guests, invitees and lessees.
(j)
"Rules and Regulations" -
means
any and and kegulations"
- means any and all
rules and
regulations
duly
promulgated
by
the
Declarant
Declaration

and
Articles
of Incorporation
and
By-Laws
of
the by the
Declarant
under
the
Association.
(k)
"Subject Property"
- shall
mean
and refer
to all property
included
within
the
plat of Woo Woodside, according
to the plat thereof recorded in Plat
Book at Pages through
f Marion Cou
,
of
the
Public Records !1 County, ounty, Florida, Florida, lesss
and except Lots 1 through inclusive
of Block F.
Lots
1 inclusive
of Block
G
т атоК I
Tots
I through Tract
F
and
Tract
G thereof. The Declarantt
reserves
the
right
to
make
such
changes
and/or
modifications
to
the
plat
asas
are
required
by appropriate et/o governmental authorities,
or

as
are generally consistent with the
quality of the development in the plat.
TO
(1)
Additions
to Subject Property"
- shall
mean
and
rerer 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 subiect to this Declaration Declars
or may
e any Supplemental Declaration under the provisions
of
Article
hereof.
Such Additions to Subject Property, which shall be added
from time
to time
may be
of
any size and
contain
any number
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.
of
(m)
"Oak K"Run" or "The Properties"
- shall mean and refer OF
ine Froperties- snall mean and refer to the Subject Property,
the Additions to Subject Property, and all properties which
are subject
to
the
terms and provperty, provisions anD of
ETT the
Declaration of Covenants and Restrictions of Oak Run dated January

30,
1991 and rerecorded in OR Book
at Page of the Public the
Records of Marion County, Florida, and any supplement sup
oro amendment ame thereto.
(n) "Neighborhood" -
shall
mean those
separate
areas designated
as Neighborhoods on the plat
for the Subject Property
and the plats for Additions to Subject Property.
"Oak Run Declaration" - shall
mean and refer to the (o) Declaration
of
Covenants
and
Restrictions
of
Oak
Run
dated un and recorded in OR Book, at Page
of the Public Records of Marion County, Florida, together with any amendments or supplements
thereto.
(p)
"Natural
Easement"
- shall
mean and refer to the natural vegetation which consists of Long Leaf Pines, Turkey Oaks,
Blue (Black)
Jack Oaks, Laurel Oaks,
Live Oaks and Overcup Oaks on well-drained uplands.
These areas have a natural pine needle mulch drainedulands
Thosatural
n
with palmetto and
shrub vegetation under the pines.
ARTICLE II
Property Subbject to this Declaration Additions
to Subject Property and
Section
1.
Subject
Property.
The
Subject Property,
as ject
Property.
The
Subject
heretofore heretofore
detined, defined,
and
any
improvements
now
or

hereafter constructed thereon shalland beany held, imprnsferred, transferred, sold, conveyed, and occupied subject to this Declaration.
from
Section
2.
Additions
to Subject Property.
The Declarant, time
to time,
and at any time, may in its sole and absolute
-3-
discret etion
cause
additional
lands
to
become subject
to
this
as
Declaration, Additions , which to
additional lands have been hereinabove defined and until
suchh time
as
such additions
d are
maade
the Subject Property
oct othe hereinafter
erty
in
the
manner set
foforth,
no
real
pro
o
snaject
Propert
ropertyY
other than
the
Subject Property shall be aftect affectado rae
pr affected by or become suject to the Declaration. Until such time as any portion of such property is submitted to the terms
of
this
Declar by recordation
of
a Supplemental Declaration: extending
the
so of
the
Declaration
to
said property,
ththe

Declarant
shall 11
not
be obligatednt to
smoRT submit o
sald such such property
to this Declaration
orr make e such property
a part of oak Run;
thereaftLLCL, Declarant shali11 have
such
rights regarding
such
neclaration property
as are provided
in thiss Declaration and the Sunn) oplemental Declaration to which
such property y is subjeject.
Declaration
ofb Cove Cove ovenants
and Section 3.
Supplemental
Restrictions.
Each of the Additions to
ecion
or
a
a
respec
SuSubject AOPrd
operty opert-Y authorized under this this Article shall be made by the Declarant filing of record
Supplemental
Declaration
of Covenants and Restrictions with nte
snd
Doi record
ect to that Additions to Subject Property which
hall
C
ATU shall subject parti nron cicular Additions to Subject Property to the scheme of the enants breaft
and restrictions of this Declaration
as such scheme may be hereafter modified or amended as provided for herein oro in said
Supplemental
Declaration
of Covenants and Restrictions.
Such that Chac parc cove additions shall bebe made made whenever whenever the pecl
absolute discretion deens approer
the beclarant
in its
sole and appropriate,
but
in no event
shall
any Supplemental
Declar edpiodGnt tu no event
snall any al Declarations making additions
to
Oak Run be recorded after thirty (30)
years ye

from the date this Declaration is recorded Declarati
is
in the Public Recordds of Marion County, Floridana Such Supplemental Declaration
shall be made
by Declarant and
shall
not require shall
be
made
consent
of any pers ny person or entity,
including
without limitation the
eany
Owner,
Member, ber,
mor mortgagee
of
a Homesite e
oro
Living Unit, or Association.
Such
Lain additions ach Supplemental Declaration
may
such and modifications to these Declarations and additions and modificatinne ons
S OTof

Lthe covenants vants and restrictions contained
in this Declaration as may and
stions contained on
may be necessary to reflect the different character,
if any,
of the Additions
to Subiect Property.
The Owner of eac
Homesite in any Additions to Subiect Property shall become a Member
of the Association when the Supplemental Declaration of Covenants
and Restrictions
submitting
the Additions
to
Subiect
Property in
the
the
which the Homesite is located to the terms of this Declaration, is
recorded in the Public Records of Marion County, Florida.
At and
after that time the
Owner may exercise all rights of
a Member of
the Association, including the right
to
vote,
and
shall
become suhisct TTing the right
to. vote,

and
shall become subject to the terms and conditions of the Declaration as provided
in the Supplemental Declaration, including without limitation Trs
eciaration as provided
obligation for payment of assessments as provided therein.
At as time Declarant submits any of The Propertiae Properties to thie
D to this Declaration or
a Supplemental Declaration,
real estate taxeses for that
vear shall
be pro-rated, rate ta
and Declarant shall be responsible for paying that
portioron
of
such taxes
for the period prior
to
such submission. Upon
filing opon
rlling ng,
any
supplemental
Declaration
of
Covenants Restriction
tarn
TS sUDTT da considered a part o1
the Declarations and the
term "Declaration"
as used herein shall include such Supplemental Declaration.
ARTICLE
III
Rights in the Common Areas and Recreational Areas and
of
Section 1.
Owner’s Easements in Common Areas.
Subject to the
provisions
of
Section
2
and
the
additional
provisions
of
this
Declaration,
every
Owner,
his
guests,
invitees,
licensees
and
tenants shall have have
a
a right andnd perpetual perpetual non-exclusive non-exclusive easement easement o1 enjoyment and

use in and to all
the Common Areas,
for the purposes
for which they
are created
as described herein
or
on
any recorded are
omon HIEPS, for the purposes
plat wherein
such Common Areas
are described. and such easement
shall be appurtenant to and shall pass with title to every Homesite
or Living Unit.
Such easements of enjoyment and use us shall include,
but not be limited to,
the Owner's right of ingress and egress over
-4-
the
of

access
streets, roadways andn walkways walkways
on the t Common C Areas for purposes to a to
a Homesite or Living Unit, and Declarant shall have
a right of ingress and egress for exess for itself
at shall have and
its
guests,
agents, employees,
1inviteesees,
licensees
and
tenants
over
such
streets,ราลลา roadways and walkway ways during any time the Declarant is constructing or repairing
a ing Unit t thereon, renting
a
a Living Unit unoiug belongiging to Declarant ior providing any other service
or activityty required
amOTTD fo fo ved to Declarant in the Declaration. No Homeowner shall have
e any gre or lesser rights cnan any other er Homeowner or the Declaransb Declarant
in
any
Common
Area ea
whiich encumbers
such
Homeowner's Homesite.
into
of
Section 2.
Cross Easement Rights in the Ccommmon Areas.
It is
the intention of the
Declarant that

Oak Run will 11 be divided
separate areas known as Neighborhoods.
At the time any supplement
to the Oak
Run Declaration
is recorded in the Public Records Marion County,
Florida,
all
Owners
in Oak
Runun,
whether
in
any
Neighborhood described in the plat
for the Subject Property
or plat for any Additions perpetual
non exclusiv to Subject Property, shall have ar
Common Areas in Oak ive easement of enjoyment and
use in all Run, ommon located, and such easgaess of where the
Areas are shall be appurtenant to and shall with title
to
every Homesite or Living Unit.
Section
3.
the
and
the
pass
Recreational
Areas.
Declarant
intends
to
the
for
to
seclion
5.
construct certain improvements
on the Recreational Areas for
use
of the Owners.
Declarant
reserves the right to provide some
or all
of the
Owners of Living
Units
in any Additions
to Subject Property perty toin Oak Run developed after the Subject Property non-exclusivht tsesome
orOwners all ofin the Recreational Areas
on a likewise Declarant reserves the riht toallobject some orProperty all
of
Owners
in
the
Subject

Property
to
use
some
or
all
of
Recreational Areas ini any Additions to Subiect Property on a
exclusive basis
with
the
Owners
in
such
Additions
to
Subject Properties.
and and
the cne
the
nonto Section
4.
Delegation legation ofof
Use.
Any Owner may delegate his right
of enjoyment to the
Common Areas and Recreational Areas the
members
of
his familv. his bons fide and
Recreational guests
Areas and
invitees (defined
as any guest staying with the os twenty-four and invit (24)
hours or more), his tenants, and contract purchasers who reside in
his Living Unit, subject to such rules and requlations that mav
established from time to time by the Declarant.
All quests must
accompanied
by
a resident any
time
guests
are
using Recreational ational
Areas. bebe any
Section 5.
Rules e and Requlations. Requlations.
Declarant Declarant shall
have
the right in its sole
and absolute discretion to adopt, modify, amend and
terminate
at
any
time
and
from

time
to
time
rules
and requlations
for
the
use
of
the
Common Areas and
the Recreational Areas.

ARTICLE IV

The Association

Section seccion 1. Associatien. Association. Oak Oak кип Run нomeowners Homeowners Association,
Inc. (the "Association"), a Florida corporation not-for-profit, has been organized to provide for organizing the to provide for organizing
the recreational, social and cultural activities
of
Oak Run.
The
Association shall
act
in
accordance with the terms and provisions of
this Declaration
the
Articles
of Incorporation of the Association
attached hereto
as
Exhibit "B", and the By-Laws of the Association, attached hereto
as Exhibit "C".

Section
2.
Membership. bership.
Every
Owner
of
a Living Unit
or Homesite
and the
Declarant shall be
a member of the Association. Boont in thal 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.

The voting rights in Association shall be as follows: the

(a) The Declarant shall control the Association and its sole vote Declarant on all matters shall be determinative until such time as Declaran the ant shall authorize voting byby other members mempers as provided in Ar of Incorporation of the Associatios

(b) All Owners of Homesites shall be entitled to one vote for each Homesite owned. When more than one person holds an interest in any Homesite, all such persons shall be members, but in no event shall more than one vote be cast with respect to any single Homesite. In thehe event all off the the Ownersers ofof aa Homesite Homes cannot agree on any vote, cast provided however, that the Associationllbe cast for such Homesite, ation 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 writi writing to the contrary by one of such Owners.

make and lable Section ts 4. Books and Records. The Association shall available and to holders, insurers or guarantrso owners and mortgagees, onand all to or a portion of The guarantors ineluding Homesites, Hom mortgage current on allor copies of the Declaration, By-Laws and Articles of Incorporation Incorporation of the Association, Association, other rules financial concerning The Properties, and and

the the books, pooks
records records
and statements of the Association. The Association shall be deemed inspection, to have made such itens available, if they are available for upon request, during
normal business hours
or other reasonable circumstances. nc
Any holder, der, insurer
or quarantor of
a
first mortgage
on
all
or
a portion of
The
Properties, including Homesites, shall be entitled, upon written request, financial statenens, shall be entitled, Financial statement for the immediately precedin preceding fiscal year,
furnished to the party so requesting, and such statement shall be
a reasonable time following said request.
under
to a
free
Section 5.
Notice to Mortgagees. Upon written request to the
Declarant identifying the
name and address
of
the holder of
the
first mortgage
on
a Homesite or Living Unit,
or
the
insurer
or
guarantor of such first mortgage on
a Homesite or Living Unit and the Homesite or Living Unit number
or address, a holder of a first mortgage on
a Homesite or Living Unit or insurer or guarantor of first mortgage shall be entitled to timely written notice of:
(a)
Any condemnation loss
or casualty loss which affects
a material portion of The Properties
or any Homesite
or Living Unit
on which there is
a first mortgage held, insured,
or quaranteed by such requesting party.
(b)
Any delinquency
in the payment of assessments or
charges owed by
an Owner of
a Homesite or Living Unit subject to
a
first mortgage held,

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

the Decla
circuit
he :larant may petition the Circuit
Court of the Fifth Judic
to
manageof

the
the affairs te of Florida Flecircuit for the appointment of
a receiver of
the ssolved
Association
fecelver and
The Properties
in the place and stead soies in
of the

e Association,
and to make
the
affairs
of the be hecessary for the provisions as may be necessary for the contin
managemerent of of
the
dissolved
Association
and
The
Properties including nstatement of the Association as an active Florida corporation.

ARTICLE V

Membership ini tthe Association

The

Section
1.
Member.
Thehe
Members Memb
of
the Associationon
shall consist of the Declarant, andla aTI
OMUers
of Homesites with Properties providd
n
pD
I
oM provided
that
any
such such peperson
or
entity who
hololds
an interest
meerely
as security for the performance
shall not be
a Member.
unless tperiormance or any obligation they have obtained record title the Homesite by foreclosure or deed in lieu of foreclosure. to

2. Section רם
Change of Membership. Change of membership in the
Association shall be established by recording in the
Record ublic rds of Marion County, Florida,
a deed or
a or other instrument establi
a
record
title
to
a Homesite in
The
designated
by
such
instrument

thus
becomes
a Member
of
the
1 he nomasта
in
The
Properties.
The
Own
Association and
the membership of the prior
owner is tha mant
thus
notised
a prior
owner
1s terminated. The new Owner
shall
and rant
of
the recording ng of the deed or other instrument establishing record title
and shall furnish the Association and Declarant
a certified DeelaraDOTTSHTng recora Ppy of such instrument.
Covenants
ARTICLE VI
for Maintenance Assessments
by
n of
alth,
Section 1.
Purpose of Assessments. essments.
The assessmen assess
ents levied the Declarant shall be used
in the sole and absolute d:iscretion the Declarant for the purpose of promoting the recreatio Lon, healt
safety
and
welfare
of
, neal of
the residents
in
Oak
Run;
constHTPSTˈl structi
and Recr
cing, maintaining, operating, repairing and replacing improvement sacing nts on the Restrictions;
Common Areas andand Recreational for
Areas; enforcing the Covenants2 and and the maintenance, operation, repapairing replacing replacing
of properties, services services and and facilities which ch have been of propealled or furnished, or
constructed,
installed installed
or furnished, sequently or
may subseg coetcted

y
be installed

or uTsiaed,
wnicn
are
devoted
to
the purpose ose and related to the use and enjoymleitad to, the payment the oftaxesaAreas, Recreational Areas including, thereto, but
on
the
Common theAreas p
and andlabor,
repair,
uipment, replacement materials, and additions management thereto, equipment, and and for the coereof.the assessments shall
also
be used for supervision Recreational maintaining the lawns and landscaped areas of the Common Areas and Areas,
and
for
all
utility
costs
including electricity, ty, water, water, gas gas
and and telephone telephone used used inin connection connection with the foregoing, garbage pa adand trash aS
collections, COTTetions, twenty-ronr twenty-four hour security service,
cable
television
reception service,
and
an
exclusive closed
circuit
Oak
Run
television
channel.
and
for
road
and maeт
ad
ror
road
and drainage facilities,
repair and maintenance. The
assessment
may
also
provide
reasonable
reserves
for
deferred
maintenance
an
replacements, for construction of Common Areas, Recreational Areas.

and shall also be
used
as
a means of enforcing compliance witn these restrictions.
Section
2. Assessments.
Each Assessments.
Each Owner of
any
Homesite by acceptance
of
a deed it
shall
be
so expressed in any such therefor,
whether or not
it such deed
or other conveyance, hereby covenants and
agrees to
pay to the poT
(1)
An
annual
assessment payable
in advance
in equal monthly
installments
on
the
first
day
of
each
month.
Such
-7-
-8-
assessment shall be for any costs and expenses relating in any to
any
f 02 101 to any of
the items described
in Section
1 above
other than
road
and drainage
(which is subject
to
a specific assessment described in subsection (3) (3) below). way foras
(2)
Special
assessments
that
the
Declarant
deems
app: ppropriate
for

violations
of
the
Declarations
andn
damages resu esulting 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
ani
from maintenance
and
repair
of
the
roads
and
drainage
areas
and acilities of the Common Areas in perpetuity. These fuuds
a
Posited
in
an interest-bearing escrow
account
ins
aiт да and
will
be
withdr by Declarant in its sole and absolute discretion
the maintenance and repair of
any and all
such
roads ani
Yo roads and drainage
areas.
(4)
THE ANNUAL
ASSESSMENT
DOES
NOT
INCLUDE
ANY CHARGE FOR,
NOR SHALL THE ASSOCIATION OR DECLARANT BE RESPONSIBLE FOR.
THE
MOVAL
OF
YARD
TRASH
FROM

ANY
HOMESITE.
OWNER
OF
ANY HOMESITE
o
OR DECLAKANT BE RESPONSIBLE FOR, THE
a
d SHALL BE
SOLELY RESPONSIBLE
FOR THE REMOVAL OF YARD TRASH FROM A OFVD O
YARD TRASH FRO HOMESITE,
AND SHALL BEAR THE EXPENSE OF SUCH TRASH REMOVAL.
to
pay
any
assessments
any
The Declarant
shall
not
be required
whether annual,
special
or road and drainage easements,
for
Homesites
or any other property it
owns in Oak Run.
The Declarant
shall
instead
be obligated
to
pay
costs
and
expenses
properly
incurred in excess of amounts collected from Owners other than the
Declarant
for regular annual
assessments.
All such assessments, together with suchinterest thereon and
costs
of collection thereof
including,
without
limitation, of
collection
thereof ineludingithea
reasonable attorneys'
fees incurred byb the the Declarant incident to the
collection c
ofof
such such
assessments
whether ther

or
not
judicial
proceeeedings
are involved, and appeals, if any, shall constitute
a continontininuing
lien
upon
the
Homesite
against
which
each
such
assessment is made.
Said lien shall be effective from and after thene time cme
ofof recording recording a
a
ciaim claim
ofof
lien lien
inin
the the Pubilc Public
Recoras Records
ofor Marion County, Florida, and the lien shall continue in effect until soey
TOTTno
Drn
ra rTtel suail concie in errect untTT
all sums secured by the lien shall have been fully paid.
Upon full suott nave
een llly pald.
edon tn
payment, the party making payment shall be entitled to
a recordable catisfacts ction of lien.
Each such assessment, together with interest
thereon
and
a cost
of collection. including
without
limitation.
e attorneys' fees
incurred by
the Declarant
incident
to
the
collection
of
such
assessment
whether
or
not
judicial proceedings
are
invo and appeals,
if any,

shshall also be 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 me
e pssassment is que and payaDie.
No assessments may
be offset by
any claims by any Owner
or the Association against Declarant for any
reason.
Section 3. Delinquent Sments.
IfIf any annual assessment
or installment thereon is
not paiaid within thirty
(30)
days
after
the due date,
a
late
fee may be charged by the Declarant, and the
larant may accelerate the ng inst
of the regular
annual assessment for that calendar year which otherwise would not
be due,
and
declare
the entire assessment
as to
that delinquent
Owner
due
and
payable
in
full
as if owner
que
and
payable
in
ru
as the the
entire entire
amount amount
was was
originally
assessed. Interest
on
any TTD
OD
TPd assessment whether
or not accelerated, at the highest
rate allowed lasunte da
e by law.
Accounts delinquent in excess of sixty
(60)
days or those

twice delinquent more than thirty (30) days may be charged for the annual assessment for the next calendar year in advance and shall subject to the same collections, lien and foreclosure proceedings as otherwise provided for herein. No Owner may waive otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas, the Recreational Areas, or abandonment of his Homesite. beorro

Section 4. Rights of Declarant to Collect Delinquent Assessments. Liens for assessments may beb foreclosed by suit brought in the name of the Declarant in like manner asas a foreclosure of a mortgage on real property. The Decl may also sue toto recover a money judgment for unpaid assessments against the ownero persor obligated to pay same without waiving the lien securing sam

Section 5. Method of Setting Annual and Road and

Drainage
Assessments.
The Annual and Road and Drainage Assessment shall be initiated, increased
or decreased in accordance with the following provisions:
(a)
The Annual Assessment may be initiated, increased or
decreased by the Declarant after considering current construction
operation, maintenance and repair
costs and exoenses andstruction
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 $878.40 per annum, payable in advance in equal
monthly installments of $73.20 per month on
the first day of each month,
until January 1, 1993.
After
January 1,
1993
the
Annual Assessment may be adjusted
in
a
sum equal
to
the percentage
of
the
increase
or meb decrease
of
the
Consumer
Price
Index,
averaged
out
for
the
J
AIe
dex
averaged
out
for
the preceding
twelve
(12
month period).
The

Consumer
Price
Index
referred to herein shall be the Consumer Price Index
U. SS. Averrage
of Items and Foods, published by the Bureau BnvAelaбe 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 drainage
assessment
for
each Homesite subject to the
terms of this
Declaration shall be
$73.80 per annum, payable in advance in equal monthly installments
of $6.15 per month until January 1,
1993.
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
11liable
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.
The
not
the
Section 8.
Allocation
of Assessments

Among
Homesites.
allocation
of
annual,
road
and
drainage
assessments,
(but
special
assessments
incurred
as
a result
of violation
of
Declaration, Articles of Incorporation and By-Lawaws)
shall be set
so
that all Homesites shall be assessed at
an equal rate, except
Declarant
shall
not
be required
to
pay
any
assessments
for
Homesites it
owns.
the
the
Section
9.
Exempt Property.
The following19 piproperty subject to this Declaration shall be exempted from the assessments,
charges
and liens created 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.
1(b),
1(j).
(b) All
Common Areas
as defined in Article I,
Section ias and all Recreational Areas
as defined
in Article I,
Section
(c)

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

ARTICLE VII

Architectural Review Board

The
the

Section 1. Composition of Architectural Review Board. Declarant, Architectur acting
in
its
own
name
shall
constitute time
as Dal Review Board (referred to herein as "ARB").
At such determine, clarant in
itsin lieu sole of and
absolute
discretion
shall
create
a committee which shall thf continuing to serve as the ARB, thenceforth be and constitute the ARB.
In the
event
a member of such committee resigns
or becomes o1 unable
to
serve thereon,
the Declarant shall appoint his
or successor. her

Section 2.
Review by Architectural Review Board.
In order to enhance, Living Unitsintain and preserve values of The Properties and all ang
nits and Homesites located therein,
and subject to Section
8
below,
no
building,
fence, improvement (including landsaping)alor other
structure
or be commenced, painted, erected or maintained upon The Properties, nor shall any exterior addition
to
or
exterior
change
or alteration be
made
to
any eda

uot snall any exterlor
previous improvement
on
a no
sht
e
made
to
any
a Homesite nor shall
any awning,
canopy shutter,
or antenna be attached to or placed upon outside walls or roofs
of buildings or
other improvements,
until
the plans
and specifications showing the nature, kind, shape, sha height, materials, ti,oPY color selection, and location of the same shall have been submitted to and approved
in writing
as
to harmony of exterior design and and by location in relation tosurrounding structures andtoporaphy that has received assurance acceptable to it alterations any damage to the Properties as
a result of such additions or will
be repaired
in
a timely fashion.
The
ARB shall1 review such infórmation to determine desiTT harmony of exterior design, topography. color and
location Development in relation
to surrounding structures and must be one story provided the the criteria of the ARB are met.
The ARB may condition its the ARB are met.
The ARB may its approval
of proposals and plans and specifications as
it
deems appropriate,
and may require submission of additional plans and specifications or other or information prior prior toto approving approving oror aisapproving disapproving material material submitted. submitted. The ARB may also issue rules
ofor gardenes quidelines setting forth procedures secting forth procedures for the submission of
plans and specifications submitted for its review
as it deems proper including, without limitation,
floor plans, descriptions site orplans,
samples drainage plans,
elevation
drawings
and of exterior
materials and colors.
Upon receipt by the ARB of any required plans and specifications, the ARB
shall have thirty (30) days after delivery of
all required materials to approve or reject any such plans, and if not approved within
such
thirty
(30)
day
period.
said

plans
shall
be deemed rejected.
IThe ARBRB’s approval
or disapproval as required in these covenants shall be in writing.
All changesired alterations in these shal1
also be subject
to all applicable permit requirements and
to all applicable
governmental
statutess eo laws,
statutes,
ordinances,
rules, regulations,
orders
and decrees.
or
Section
3.
Approval
Not
to
be Approval
Not
to
be Construed as Waiver.
The
approval by the ARB of any proposals
or plans and specifications drawings TeATS for any work done
or proposed,
or in connection with TOJ PUy work done
or proposed, or in connection with any other matter requiring the approval and consent of the ARB,
shall not
be
deemed
to constituterova waiver ad ofconsent any
of the ARB, shall right
to withhold approval
oro
consent
as
to
any
similar proposals.
plans
and
specifications,
drawings
or
matters
whatever
subsequently ttaoposais,
plans
additionally submitted for approval
or consent. or
Section 4. Architectural Review Board Expenses.
The members of the ARB shall
receive

no compensation for
services rendered,
other than reimbursement
for expenses
incurred by
them
in the performance of their duties hereunder.
Section
5.
Inspection
by Architectural Reviewew
Boara. Board. Inspection of work and correction of defects therein shall proceed
as follows:
-10-
(a)
Upon completion of any work for which or which approved plans
are required under this Article,
the
Owner
shall
give written notice of completion to the ARB.
(b)
Within thirty (30) days thereafter,
the ARB
or its
duly
authori rized representatives
y insy
such improvement.
If such the
ARB
fi ot effected in the RD
I1inds
that
such
work
1s
not in substantial comp
, shal ndilance witn
the approved
plans,
its notify the
Owner in writ iting of
suuch don non non-compliance compilance compllance within within
such sucuch thirty (30) day period, spececifying the particulars of non-complianance.
The thir (30) day riod shall not
commence to run until the peric he ARB receives
from the Owner er,
a notice
of completion. The ARBRB
may
in
its discretion inspe pect
the rovements
while
tthe
same
are

being
made
or structed 1 or
upon
completition
and
notify
the
Owner
of
non hiance compile compli even if
the Owner has
not
given
the
ARB
notice
of completion.
(c)
The
ARB,
if it is
composed
of
other
than
the Declarant, shall simultaneously,
upon notifying the Owner, notify the Declarantant in writing writing
of
the non-compliance and,
if natur of the non-compliance and, if
so,
the ure thereof of
same.e.
If
a
no adthesstimated cost of correcting or removing the exists,
as determined in the
sole and absol blute discncretion of Declarant, the Declarant shall notify the
Ownerer to remed or remove the
same within
a period of not
more than fortycy-five
(4 LorCy (45)
days from the date
of delivery delivery
to such Owner of notic Lce
of theche Declarant’s
determination
of non-compliance.
The Owner
shall
bek obligated to
comply with
such
notice.
and
if

the
Owner
does d
no Dompтnot
with
sucn
notice within
such
period,
the
peclarant,
at
its
option,
may
either
remove
the non-complying improvements
or
remedy
the non-compliance
and
the
Owner
shall
reimburse the Declarant after delivery by Declarant to the Owner of written notice thereof
for all
expenses incurredtewner connection of therewith.
If
such
expenses
are
hot
paid
by
the
Owner
to the th
Declarant within fifteen (15) days of
such notice,
the Declarant
shall
levy
a
special
assessment
against
such
Owner
for
reimbursement.
(d)
If for any
reason the ARB fails to not hotify the Owner ofor any non-compiiance within thirty (30) days after
receip recet of said written notice
of completion from the
Owner,
the improveme ovement shall be deemed

to have been made in accordance with said apPpproved plans.
(e)
If
an Owner does not obtain the apprPFoval
of the ARB
as provided herein,
and proceeds
to
make
any impaprovements on
a
Homesite which require ARB approval.
the ARB uDon
acactual discovery
ot snen improve may within thirty (30) days of such discovery
approve approve
thchem
as
being
in accordance with
the
reg requirements
for
approval,
or the ARB may within said thirty (30)
dayay period notify the
writin may within said thirty (30)
day Owner
i of the
-nal rR uoit compilaa
от
osa improvements. The ARB sh ththen
as
is
in Section 5(c), Article VII.
the
the
or
have
Section
6.
Limitations
on Architectural Review Boa Liability.
Neither
the
ARB,
including
without
limitation Declarant when acting
as the ARB,
nor any any member thereof,
nor
Association shall
be liable
to
any
Owner
or

any other
person entity for any loss, damage or injury arising out ofof
or in any way
connected with
the performance or non-performance of
the ARB's duties naaə hereunder, unless due to the willful misconduct of
a member uTass due to the willrui misconduct or
a member and only the member engaging in such willful misconduct shall
any liability in such event.
The ARB shall review and approve or disapprove all plans submitted to it for any proposed
improvement, alteration
or
addition
solely
on
the
basis
of
aesthetic considerations
and the
overall benefit
oror detriment which would result either in the immediate vicinity of
such Homesite
or to The
Propertles
in general.
The ARB shall take into consideration
aesthetic
aspects
of
the architectural designs,
placement buildings,
landscaping,
color
schemes,
exterior
finishes materials and
similar features,
but shall
not be responsible reviewing,
nor shall its approval of any plan
or design be deemed

the
of
and
for
approval safety, warranty of, any plan of design, or design from the standpoint of structural codes. or
conformance with building or other
from
are
The
Section 7. Variances. The ARB may authorize variances compliance with the architectural provisions
of thisi
Declaration when
c
AT when circumstances
such

as topography, natural
obstructions, hardship,
aesthetic or environmental considerations require.
Such variances must
be evidenced
in writing.ieratios writing.
If
such
variances granted,
no violation of the covenants, conditions and restrictions ovenantdi
varidnces
contained in this Declaration shall be deemed to have occurred with
respect to the matters for which the variances
were granted. were
granting of
such
a variance shall not, however, oper
1 not, however,
operate to waive
any of the terms and provisions of this Declaration for
any purpose except
as
to
the particular property
and particular
provisions
hereof covered by the variance, nor shall it affect in any way Owner's
obligation
to
comply
wit shall all itgovernmental affect in any laws regulations affecting his
use
of the premeental
laws including,
but limited to, zoning ordinances and set-back lines orgt not requirements imposed by any
governmental
or municipal authority,
nor to obtain
a similar variance
from other architectural
committees having jurisdiction. the and
Sectionn
8..
Exemption Exemption
ofo Declarant. Declarant.
Tne Th Declarant
shall be exempt xfm from the the provisions provisions ofof
this this Article Article VII
and all subparts VIT thereof
with
respect
to hich Declarant
лематS
DTteratlons
and additions determines to make in The Properties and this shall be
so
whether
said

improvements
are
to
the
Living
Units
Homesites or are in relationship to the Commonoп Areas. Areas. and
Section
9.
Attorneys’
Fees
and
Costs.
For
all
purposes
necessary to enforce
or defend or construe construe this Article, the ARB,
and
the
Declarant
shall
be
entitled
to ect
re
attorneys’ fees, costs and other expenses from the OwOwner whether
or not
judicial
proceedings
are
involved,
and
such
amounts
shall constitute
a
lien
against
the
Owner’s in Sogalist owner
S Homesite enforceable provided in Section 5(c)
of this Article. as
ARTICLE VIII
Maintenance
responsibility Section 1. Maintenance by the Owner.
Unless designated as a of the Declarant in Section 2 of Article VIII, each tu Owner repair isof
responsible the interiors for maintenance in good order, condition or mechanical equipment, plumbing
and exteriors and electrical of Living Units nites and of allon facilities located on
a Homesite equipment, servicing plumbing the Living and Unit electrical thereon, tacllllt and any any
pool, hot tub,
spa
or
similar Unit thereon,
and any pool, hot facility located
on
a Homesite, and
any equipment and appurtenances. The The Owner shall promptly perform such maintenance

so as to keep the Living Unit and Homesite in
a good state
of repair
and
in conformity with
the the
aesthetic standards
required from time to time by the ARB.
No Owner shall
in any way maintain, modify
or improve any
areas for which the Declarant has the responsibility for
maintenance
without
the
prior
written consent
of the Declarant. consant
of th
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 and toad road
easements easements
over over Homesites, Homesites, which which shall shall bebe the responsibility of
the
Owner under
Section li
of Article
IX.
Such maintenance by the Owner shall be limited to mowing, trimming Such maintenanc the
we
er section
TT
oI Articie тх.
and
edging
of
lawns
and shrubs.
The
Declarant.
in its sole discretion,
shall
determine
the
need
for
replacement
and/or
s
improvement of landscaping, lawns and shrubs.

(b) Private Roads, Walkways, ways, Parking Parking Areas Areas and and Paths.
The Declarant shall maintain and repair all private roadways, walkways, parking areas, paths and drainage drainage areas, areas, ifif any, throughout The Properties. In the event any such roadways, auways, walkways, parking areas, path or drainage areas are damaged asa result of the negligence of aran Owner, oror his his family, guest, Trcausee, invitee, or tenant.20 the Declarant nt may rerepair or replace cor such damage and demand reimbursement from such Owner by delivery of written notice thereof.
If such Owner does not reimburse Declarant within fifteen (15) special assessment adays of such notice, then Declarant may levy a sment against the Owner for reimbursement, as provided in Section XV.
The
The
the
The
Section 3. Declarant May Contract

for
Services.
Declarant may contract
for
the management
of all
or part of
Properties
for purposes of carrying out
all
or
a portion of
maintenance
services
provided
for
in
this
Declaration.
Declarant may contract with public
or private utility companies,
Declarant
is affiliateation aprivate including without limitation
a private utility company with which
Declarant
is affiliated utility services to
The ed orProperties controls, and for the purposes costs
ofand
supplying expenses charged by such utility companies ompanies shall be separately billed tthe to
Owner
of
a Homesite by
such utility companies and
shall
not included in the annual assessments. be
any
be
Section 4. Maintenance of Fences.
Any fences surrounding
common
areas
or the project boundary of
The Properties Prope
shall
maintained by the Declarant,
and
a perpetual easement ofof ingress
and egress of the Homesites and PUD Living onits Units abutting the fences hereby granted
to
the Declarant Decididnt for for purposes purposes ofof cons construction and maintenance activities
related to any such fences.
ARTICLE
IX
Restrictive Covenants is
Section 1.
The Properties Subjected to Restrictive Covenants.
In addition to other restrictions, reservations and conditions set forth
elsewhere

in
this
Declaration,
The
Properties
shall
be suhisct to tha follS
тion,
ihe
froperties
shall
be subject to the following restrictions, reservations and conditions, which
shall
be
binding
upon
each
and end conditions, every
Owner,
with
the
exception of the Declarant, who shall acouire hereafter
a Homesito
or any portion of
The Properties,
and shall be binding upon their
respective heirs, personal representatives,
successors annd assigns.
Section 2. Residential Use.
NoNo Homesite shall
be used for
any
purpose except
for residential
purposes,
and
shall
have
a maximum
ofof four
(4)
: daodra es deranent residents
or
eacn Living :) people
as permanent residents
of
each
Living
Unit.
NdNo structures
or ons
s be erected, altered, placed
or permitted t eTTOS suall
ə атapled, altered, placed
to remai ain
on
any Homesite within The Properties
other than

one
Living Unitit,
a private attached
garage
or carport,
and
a attachedatodт
structure
and itions such as swimming pools,
attached screened
enclosure tes and patio atios
(as approved approved by the ARB),
except
in the case
to
where the Declarant determines in its sole and absolute discretion
modify the
use
of
a Homesite to
use
as
Common
Areas.
Such
on may be made by the Declarant amending this Declaration
without
the necessity
OTof joinder by any Owners
or mortgagees of
Homesites.
All suen structures snall be attached to the Living Homesites.
All
such structures shall
be attached
to the Living
Unit, it being specifically intended hereby to prohibit all free standing
structures
and
additions.
Nothing
contained
in
this
Declaration shall preclude the Declarant
or its agents or employees from
maintaining
offices
on
a Homesite or elsewhere in
The Properties for the purposes of promoting the sale of Homesites and Living
Units
within
The
Properties
and
for
purposes

of
the
operation
and administration of Oak Run and
any other activities nwed to
De under this Declaration, and Declarant and its
6encs gents and and
eenemployees
shall
have
access
to
and
use of the
Common Areas
and
Recreational
Areas
to facilitate such
sales TnIn age2 EG
aas2o, addition,
Declarant shall have the right to allocate
a portion
or besaatamt sa
ve the
90
το α11ocate a portion portions of The Properties
for commercial
purposes and/or multi-
-13-
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 Conveyance.
No Owner of
a
a Homesite or Living Unit shall convey
an ownership interest in their lot less than
that which tho
erAae in their lot
or
lots they own.
Notwithstanding the provisions
of
this paragraph, the
Declarant
may from time
to
time designate Nocwnstanding ehe provisions of certain
lots
in
The
Properties ie
for
use

or
uses use
as
parks
recreational areas, office facilities, utility facilities, storage facilities,
and
vehicular
and
equipment
parking pa
and
storage facilities.
Section 4. Subdividing ng Homesites. Homesites. NoNo Homesites Homesites oror
Living Units shall be subdivided or divided into
any parcels,
tracts or lots
smaller in size
than
that which was originally convects or MOS OIiginally conveyed byby 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 cies which
may be used
for commercial comme
or multi-family purposes by the Declarant.
lake
Section
5.
Increasing
Size
of Homesite. Homesite.
No
tract shall be increased in
or canal
onin size by filling in any waterway, drainage area, it may abut,
except
Declarant.
Section 6.
Temporary Structure Not to be Used
as Residence.
No structure of
a temporary character,
trailer,
boat,
motor home,
recreational
vehicle,

tent,
shack,
garage,
barn
or
other outbuilding shall be erected
or placed
on any Homesite Home
at anyny time,
nor
shall
anything
other
than
the
Living
Unit
be
used
as residence,
either temporarily oro permanently.
a
Section
7. Modifying Structures.
No Owner in The Properties shall
change,
alter, modify,
add
to
or delete
from
any existing structure
on
his
Homesite
without
first
receiving
written permission from the Declarant.
No structure, building, swimming pool,
or addition to any Living Unit including additional concrete
or asphalt installations shall be erected, constructed or placed on any Homesite without
the prior written
consent
and approval
of Declarant.
ro
ro
JO
Section
8.
Excavating Excavating and and Clearing Clearing Land. Land.
No bulldozing clearing of trees
from the land conveyed
or excavation of lakes ingsf 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
on 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 th inches in diameter
measured at
a height of four feet and/or five
feet in height may
not be
removed unless written approval
has
been
granted by Declarant. the
Section
9.
Improvement
Completion
Time
Frame.
Unless specifically excepted by Declar larant,
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 t approval, prior approval of the ARB shall
be deemed null and void,
and
such improvement
in
process
shall be considered as being without approval al and,
therefore,

in non-compliance with the Restrictive Covenants contained within this Article.

Section 10. Rights of Way and Lawn Care. Owners shall keep, at all times, their Homesites and any easements located on or adjacent thereto (including front, side and rear road and utility

easements), applicable, mowed and to the edge of the pavement, or the Homesite, as in a neat, clean and orderly condition. Al1 grass and shrubs must be watered and fertilized as necessary in order tO keep lawns and shrubbery s green and in a live condition. Declarant set lawn and shrubbery watering times may, in its sole discretion i for all Homesites in Oak Run. In the event the Owner of any lot TPTTS to po so, tne Declarant reserves the right to enter upon said lot and care for the same by cutting and/ a/or cleaning said lot, and shall deliver written notice to such Owner demanding reimburs for the cost of such care. Should the Owner of any Home within fifteen (15) days of delivery theowner of of vety oI sucn hotice, notice, falli to reimburse Declarant, Declarant shal

Article XV. clarant shall levy

a special ass shall
levy
a special
assessment
ch Owner for reimbursement, pursuant to the provisions of
Sectio Secticion 11.
Easements.
Nothing shall be placed
on any part of
any
Homomesite
whicn is reserved
as
an
easement
or right
of
way for
streeteet, road
or walkway, utilities,
or drainage if such shall nterfere with the construction, use and maintenance ofo said roads, streets,
walkw ways,
drarainage
and utilities.
In
the
event
any structure, e, tree ees or otheher vegetation interferes with construction,
maaintenance
or repair
o
o
on such easement
or right
of way,
the
same
ay
be removed by
the
Declarant,
and
the
cost
thereof
shall
be nt
and the way
Lne same
ayable by such Owner to Declarant within fifteen (15) days written
not to such
Owner.
If
said
Owner
shall
failto reimburse
Dect t, Declarant shall levy

a special
assessment againstu against such
Owner for reimbursement pursuant to the provisions of Article xv.
Section 12.
Parking.
No motor homes, homes,
recreational vehicles, boats, trailers, pick-up trucks
or motor venicles in trallers, pick-up trucks or motor vehicles in
excess of
a 3/4 ton rating,
shall be kept
or parked
on any Homesite in excess of twenty-four (24)
hours during
any calendar monthtexcept in
a
garage or other areas which may be designated by the Declarant
in its discretion for such use. All commercial motor vehicles, travel trailers,
motor homes,
boats and trailers must be parked and/or stored by their owners in designated parking
areas areas to be provided by the Declarant.
The Declarant
may charge
aa reasonable fee fee for the
storage
and/or
parking
of
the aforementioned vehicles, trailers, motor homes, boats and trailers in the designated parking
areas.
Said fee,
if unpaid after fifteen
(15)
days om wri notice
delivered udar
after
flfceen
)15(
days ered
by
Declarant
to
the
Owner
therefore
shal)11
be assessed
as a spe special assessment by Declarant under the provisions of Article XV against the lot of the
Owner
of
said
vo
and shall
become
a liene iOлTSTOs of
said
vehicle,
enforceable

asas
nro pvided
in
Article
XV.
The
Parking
and
storage
of automobiles iles
shall
be
limited
to
the driveways of Homesites and esites and other
areas specifically designated by the
Declarant.
All
vehicles
must
be parked
onon
the
concrete of the Homesite.
t
o даicle may be parked
on any right of
way ay.
NO
more than two automobiles ldy De parkeα
on any Homesite at mha
one time.
The Declarant clarant is specifically specifically authorized authorized toto promulgate additional
rules and regulations pertaining 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 Article XV. under the provisions of Section 13. Storage. No motor vehicles without current TOpl eurfent license plates shall be stored and/or parked anywhere on Oak Run. No items may be stored on a Homesite outside a Living Are a Area, including without limitation, scrap metal, junk or salvage materials, items ite or articles whether the same be in the form of wrecked or junked

vehicles,
appliances,
furniture,
equipment, building materials,
or
lawn tools and equipment.
a
Section 14.
Motor Vehicle Repairs.
No Owner of any Homesite, member
of
his
or her family,
guests,
invitees,
licensees,
-15-
or
maintenance tenants shall of engage
any
motor in the vehicle, construction, ction, reconstruction, reconstruction, repalr o owned by the Owner
or
not except, whether said motor vehicle is paragraph
wash and/or shall not be construed to mean that a Homeowner may not
a tire,
or change the oil
onon
aшaymotor по2 vehicls whi polish, the
Owner change own a on Owner’s Homesite.
All
motor wns,
on vehicles
muot
h oWn must
be
maint ntained
so
as not
to
create
an eyesore
or effect
the
aesthetic
sta standards
of
repair,
assemblin Oak Run.
There shall be
no or disasse sembling
of motor vehicles except inside the
Owner’s garage.
ed in
17 Section 15.
Driveways.
driveways shall be maintained the
form
and

style
originally
establishedoa
by
the
Declarant. Driveways will not be painted
or covered with material other tha approved by the ARB.

Section 16.
Trash.
NoNo Homesite Homesite oror any any part of Oak Run shall be
used
or ad maintained
as
a dumping ground
for rubbish.
Trash, beused or
t inwaste,to
covered include sanitary yard trash, shall be bagged and containers ners inn the
garage
of garage
or tled
the utility
street sheds, within anat

approved the rear fenced of the
Living Unit out of sight from
on those days, area.
on those days, and only when garbage pickups are made at The Properties, the
There
The
to
Owners
shall
place
their
garbage (bagged
and tied)
on
their Homesites
dland adjacent
to
the
street
for pick pick upup nono
sooner than dusk,
the day prior to pickup.
All receptacles vwill be removed from
shall surbside be no burning not later of than two (2) hours after pickup. Properties ng of trash trash
oror any any other other waste waste materials materials on except as stated in Section 20.
In the event trash be collected from a servicing more than
Homesite meet
the
g moe tha
one
omesite t requirements
of nts
of
the

collection
company
or
agency, trash and garbage shall be in plastic bags and tied securely being placed in the receptacle. In nono event shall trash be outside the receptacle. Fences enclosing trash containers must be of
the type approved by the ARB,
and Owners
must obtain written отapproval before erecting any such fence.
The Declarant reserves the right during
any maintain a ptho eu construction by Declarant or otherwise receptacle for garbage and trash
on The Properties.
all
before
placed
to
Section 17.
Containers and
Fuel Tanks.
All garbage
or trash
containers, ers oil tanks or bottled gas tanks, shall be located at the
rear of the structure served and shall be installed underground
or
within
a walled-in
area which is
not visible
from
any
street
or
adjoining property.
Any such walled-in
area
shall be
con ncted
a 11lleт
s
Lo be inaccessible to dogs
or
other animals.
areas
must be of
a
form and material ed by the ARB.
or
Section
18.
Burning.
No Owner shall burn norean
to
anany trash,
debris
or refuse,
or allow l
any a
other
person

to burn
trash,
debris
refuse
on
any
Homesite
in
Oak
Run
except,
how wever,
Declarant
reserves
unto
itself
the
right
to
burn
debris as
a as
a result clearing and cleaning of
any land in The Properties. of
Section
19.
Adult
Residents ats
Only.
The
Declarant
has designated
and and
developed
The
Properties
for
the purposes
of providing
a single family residential
subdivision
bossessing
an aesthetically attractive. ouiet. comfortable ensto environment dos ht conducive Comioftabie
envifonment cconadeive to
a style
of
living
desired
by middle
age
or
senior
citizen
.persons ד
To
assure
all
Owners

that the heretofore
men oned
environment shall remain constant,
no persons under eighteen years
of age shall
occupy
or permanently reside
oro live
in 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 20.
Signs.
To preserve the aesthetic quality of The Properties,
no signs, including signs advertising the
sale
rental of any Living Unit, shall be placed
or allowed to be ereatas
-16-
or placed
on any tinit visibnt dlly Homesite including window signs inside any Living Unit visible throuc chrough
ough any windows without the prior written consent gn of the Declarant.
The
e Declarant reserves the right to arant deny
grant and/or in
its sole
and :onsent. The Declarant,
however, ennSo
SOrecion,
its
co
reserves
unto
itself
the
right
to
erect advertising signs
onon Homesites owned by the Declarant.
Section Sec
21. 21.
PPets.
No animals, livestock
or poultry doultry of ed.
bred
or kept
u euvdb

Y of any TUd
snall
be raised, Homesite,
ex
ep uoys,
cacs
of small n dogs,
cats
or small Midt
CWO house birds
or other household pets ts may bee
kept
fprovlde on
a Homesite, provide ded that they are not kept, bred
or
a rad
mair for any commercial punurpose,
and provided further that
no more than two (2) pets shall be
be
on
aa kept
on any Homesite at any time.
Pets shall leash
at
all11
times when
outside
the Living Unit.
Dogs shall not be walked
onor
grase atha on grass other than an Owner’s Homesite and in pet walk areas design ignated by the
Declarant (i
an by the Declarant (if any).
All pets
are prohibited in the Re
which
Recreational Areas and on all Common Areas.
Pets are discoverered outside at Owner’s Living Unit and not on
a leash and accompan anied by the
Owner or the Owner’s
agent shall be reported
to
the appropriate
governmental
agency,
and
shall
be subject
to
being
picked
up
and impounded
by Declarant or
its agents,. incl
notice
by ng security personnel.

If, after receipt of written the
oe Declarant of
a violation of the provisions of this paragraph, the
Owner
does not
correct ia of
a violation of the
the of
not
correct
such
violations,
the Declarant
shall
be
entitled
to
levy
a special
assessment the Owner fo against
ב
the expenses incurred by the Declarant as
a result violation, pursuant to the provisions of Article XV hereof. Pet owners should clear and
remove
any fecaoт deposits made by their pets
s from any and all
areas, including their Homesite.
Pets must maintained under the be m control
of the
Owner at all times.
Section
22.
Business
Activity.
No Business Activity.
No business, commercial enterprise or business activity of
any kind shall be carried on or conducted
on
or
from
any
Homesites
except
those
busines any
Homesites
except
those businesses, ommercial
enterprises
and
business
activities
exempted
by
the Declalarant
on Homesites or other portions of The Propertles ownedeby
the Declarant, D
as provided herein.

Declarant reserves unto itself dLLES the בזזב
e absolute right to divide, subdivide
or redivide such property
and to utilize it for commercial
purpose.
the
Section 23.
Leases.
All
leases of Homesites and Living Units
shall be restricted
to residential
use.
All cted to residential use.
All
leases
shall be in writing
and
the Declarant shall
have the right
to terminate lease upon default hu1 thoA by the tenant in observing any of the provisions of this
Declaration on, the Articles of
oo
any of the provisions Incorporation and By-Laws the Associ n,
and applicable rules and regulations
Each
lease shall
contain the
following provision:
"The
lessee hereunder hereunder acknowledges
that
this lease
10 is
subject
to
the
Declaration
of
nts
and
Restrictions
of
Oal oak
Rui RuiRun,
Articles
of
:Incorporation and By-Lav aws
of
O swa fo
20 отporaion
and
By-Law Oak oax Run Homeownersers Association,
Inc. and
Rules
nd
Reaulation ons
provided

thereuna satn ler,
thatl
lessee has
read the
sa agrees to
be bo
thereby,
and
that failure to comply with same
may
result
inin
certain
remedies
being applicable
to
lessee,
including
without
limitation
termination
of
this
lease,
and
personal liability of
lessee for damages."
of
In the
event the foregoing language is
not contained in
any such lease,
then the foregoing language is hereby incorporated incoined in any therein such by reference.e.
In
a
opoorated therein the event
a lessee
or
a lessee’s
invitee,
guest
or licensee
of
a Homesite
occupies the
same
without
a written
lease, the occupancy thereof shall constitute an accerantance of an acceptance of this
Declaration
and
an
agreement
to
be
bound
thereby
and phy and

subieject
thereto.
-17-
No
lease
shall be
for
a
a
term less
than three
(3)
months. Owners wishing
to
lease
their Homesites and Living may be required by Declarant to place in escrow with the Declarant
a
sum as determined by the Declarant whinhOTOM With the Deq
to ay be used by the Declarant pair any damage to the Common Areas and Recreaeational Areas
or otheher portions nrs 22av ortions
of The Properties resultinng from actcts
or omissions of tenants (as or of
tenants
(as
determined determ
in the
sole
and an
absolute
discre
a nisojetion
oI retion
of
wi
esc to effect
ca
che Declarant). The
Ownere will
be jointly ic
and
severally
1iable anant to
the Declarant
for to the Dececlarant for any amount in excess of
such
uch repairsm,
if any, which is required by the Declarant tn
ed by or to pay any claim
for injury
or damage
to property taused
he thhe negligence of the tenant.
Any balance remaining
in escrow
account, ac
less an administrative charlance to thve clarge as determined e Declarant ant,
shall be ros
days returned to the Owner within ninety (90) days

s after ththe tenant and
all subsemuent tenants permanently
move The
De t,
at
its option, i.
shall s
be deemed
the agent
of
1 he ds permanentiy move tha
o
eciarant,
+
th by
out.
the
т тoor durposeses ofof brbringing any
ev
necessary by
s eciarant.
Ine Declarant
shall havs thee
naemep collert
attornevs'
fees
against have the right to any occupant
or
tenant and
the Owner
in the
event
that
legal
proceedings
must
e
event
that
legal
proceedings
must be instituted against such occupant or tenant for his evicti
of the Declaration.
The Declarantr his eviction or for enforcement
this section. is exempt from the provisions of
ucted
All
of
Section 24.
Fences.
No fences shall be erected, constructed
or placed
on
any
lot without the prior consent
of
the ARB.
fences that

are allowed to be erected may not exceed the height
four (4)
feet
and
must be
green vinyl coated
metal
chain link construction.
No fences shall be erected, constructed or placed in front yard
or side yard of any Homesite.
Section 25.
Gardens.
No garden may bee grown or cultivated in the front yard of any Homesite in The Properties and
no qarden
be
grown or cultivated in the back yard that
exceeds
two percent bacThe Properties and no garden may (2%) of the gross square footage of the lot
on which the garden is
grown.
Section 26.
Hedges. dges.
No hedge shall be allowed to exceed the height of six (6)
feet
on any Homesite in The Properties; county ordinance(s)
will supersede deed restrictions.
the
Section 27.
Water Systems. stems.
ihe beciarant has entered into an exclusive
franchise
agreement
with
a utility company
for installation and operation cay LOf cation of
a central water and sewer system to serve all Homesites and Living Units in The Properties.re
Section 28.
Sprinkler Systems.
No Owner in The Properties shall, after closing on a Living Unit, place, install or construct upon any
Homesite,
or allow to be placed,
installed
or constructed upon
any Homesite
a purposes
without the
prior xed water written sprinkler consent system of the for ARB. irrigation
Section 29.
Cable Television.
The Declarant shall have the exclusive right
to
furnish
to
all
Owners within
The Properties, hSEPYT IDv television reception as the Declarant deems appropriate, including
without limitation
an exclusive closed ed 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 (15) days written notice delivered
by
Declarant
to arter fliteen (15)
days Declarant
to
special assessment hu
Da OMaT
may
de
ravied
as
a by Declarant under Article XV.
Such easements as
are
necessary
for
the
connection
and
maintenance
of the ttelevision
reception service,
as provided
for herein,
are reserved
unto the
Declarant.
Section 30.
Antenna.
No radio, television
nor
any
other
exterior
electronic
or
electrical
equipment,
antenna,
aerial,
satellite receiver of "dish"
or similar receiver shall be installed
or maintained on the exterior of any Living Unit
or structure on

a

Homesite or
on any portion of any Homesite.
This provisions shall not restrict the right of the toinstalt
a master Declarant at its election to install antenna, cable television and security system in Oak Run.
Section 31.
Services Services and and Fees. Fees.
The The Declarant shall have the exclusive right to furnish to all Owners in ight to furnish to all Owners in The Properties security services,
recreational
facility
services, colled lection services, all asvices, garbage
and
trash riate, and to chargee
a
a reasonable fee for providing sadeemsservices, appropriate, the the
fee
for which shall be included in the annual
assessment.
Section 32.
Mailboxes.
No
mailbox
or
paper box
or
other
orreceptacle magaSOT of any kind for use in the delivery of mail, newspapers
or magazines, or similar material
shall
be erected by
an
Owner
unless
the size,
location, design and type of material for for
said boxes or receptacles shall have beenen approve mailboxeses hailcontayte een name approved
by the ARB, and said of said
ot of ident lot.
The replacement of all mailhaeTASS
o
the occupant boxes and light posts must be entical design
as of that of the original.
No Owner shall posts
us
modi modiry
any
Declar ify
ny Declarant-installed mailboxes
or light
posts without
prior consent of the ARB.
Nothing may be added oro attached to
the
post structure
or mailbox itself,
including without limitation,
other signs,
flowers, decorations,

and license plates.
Section 33.
Lighting.
All exterior lighting on exterior lighting
any Homesite or
Living
Unit
must
be
designed
and
erected
so
as
to
avoid
annoyance to any other Owner, and to minimize the adverse effect on
u
so
as
to
avold
the safety
of the
Owners of
other Homesites Hmesitns in the subdivision. ellect
on
Pole
lights
will
not
be placed,
located
or permitted
upon
Homesite.
Coach lights may be mounted by an Owner
on the exterxterior
of the
Owner’s Living Unit,
after receipt of approval as to specifications and mounting’ plan by the ARB. any the
Section
34 Yard
Lights.
Foror
security
purposes,
all Homesites in The Properties fopertles shall shall nave have anan operaple operable front front
yard yard lamp 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 35. clotheslines. It is prohibited to hang and/or dust alconiugsr garments,
rugs
or any
other
materials
from
the
windows, any
other
materlals
from
the windoWS, balconies
or
from
the
exterior
of
any
Living
Unit.
Outside clotheslines
or
other
exterior
clothes
drving
facilitytste
prohibited except
one portable umbrella type clothesline which
be used if desired. d.
All clotheslines must be kept closed when
in use.
Under all circumstances,
all clotheslines
must be
locaocated
in the backyard only
and within fifteen (15)
feet of
the Living
Unit and such clotheslines may be used until 4:00 p.m.m. on weekdays only. may not
Section 36.
Outside Storage,
Decorations
and Ornaments.
No
e slorage,
Decorations
and Ornaments.
NO
items,
articles,
decorations,

ornamental
statues,
fiqures,
lawn
ornaments
or
other
decorations
of
any kind,
including
without Slalues
бres,
lawn
limitation items including garden tog tools, hoses,
ladders and other
w
items,
shall be stored on, hung,
or placed outside the Living Unit.
No decorations or ornaments may be affixed to the exterior of any
Living Unit or placed
in any front yard of
a Homesite. 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 decorations
are хам
nbasons applicable. Section 37.
Landscaping.
The ARB shall approve all plans for NG SOT
v
eтт
ians for landscaping
of
any Homesite,
prior
to
the
Owner
planting
any
shrubbery,
trees
oro
plants
on

any
Homesite
in
The
Properties.
Owners
may,
however,
replace
dead
shrubbery
or
add additional shrubbery within existing landscaped areas, without prior approval.
Lawns shall be comprised of
grass sod.
No artificial shrubbery,
-19-
trees
or
other artificial
vegetation
or landscaping shall
be permitted.
All landscaping shall be regularly mowed, trimmed or lri
mowed
trimmed
otherwise excessive maintained weeds
or inunsightly
good condition at all times by Owner.
No undergrowth
or
brush
shall
be permitted.
All hoses which are used for watering shall be stored by Owner out of view by the general public
except when being used by hours
specifically
prescribed
by
the
rules
and alloweddeseribed regulations
as those allowed for sprinkling.
Section 38.
Window and Air Conditioning Units.
No window
b
nits.
No window or wall
air conditioning unit u shall
be permitted to be placed in
a
Living Unit.
No Living Unit shall have aluminum foil placed in any evah1ווי+
d
window
or glass door,
or

any reflective substance place on any glass, except as may be previously approved in writing by the ARB for the purposes of energy conservation.

Section 39. Drilling.

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

Section 40. Awnings, Canopies and Shutters.

No awnings, canopies or shutters, including hurricane or storm shutters, shall snuccersshuttersUTUBS be attached awnings, or affixed to the exterior of any Living Unit uniess canopies or shutters have previously been approved in writing by the ARB.

Section 41. Swimming Pools.

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

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

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

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

Section 42. Additions.

No additions or other constructions shall asbe allowed initl to be built, whether attached ached or detached, beyond that as initially matches constructed the existing by andthe Declarant, unless such is previously, writing, by the ARB.

Section 43. Boats and Lakes.

No motorized boats may be used
be
inin the
lakes
located
on
The
RProperties,
nor
shall
any boats es
nor shall
any
boats
be
stored in the
lakes
or along the
shoreline.
No dock
or
other sTureJ structure snall be located
in similar structure shall be located in or near the lakes located in The Properties.
No
grass clippings
nor other refuse
shall dumped elii
in
the
lakes.
Declarant
shall
have
the
right
to
have ne clippings and refuse removed from the
lakes,
and
the refuse removed from the lakes, and the
cost thereof shall be paid by any Owner who is responsible therefor,
or whose guests, invitees,
licensees licG or
tenants
are responsible therefor.
Such payment must be made within fifteen (15)
davs after heretor. delivery
of
a written notice therefor from Declarant to such Owner.
If such noS
PlLEI delivery
Owner
does not pay
such amount within such period,
the Declarant
shall levy a special assessment therefor pursuan pursuant to the provisions
of Article XV.
The use of any lake

or swimming pool for boating
swimming is done at the sole risk
of the Owner and the Owner’s guests,
invitees, licensees
no liability for any acsees and tenants and the rant as accidents occurring during such use
of such facilities.
or
Section 44.
Nuisances.
No
noxious
or
offensive
activity
shall be carried
on
upon
any Homesite, e, nor nor shalhall anything be done
-20-
thereon NTAn
may de of may become an anno or nuisance to the neighborhood,
nor shall
any disturbance
be permitted whhich wi211 erfere with tn rirights,
or onven:
of
o то ootner Owners and their guests, invitees ees
or lessees. Iaene
Ownerss Snall
be prohibited
from doing anything
or conducting any activity which would detract anthenducting aoy
de pronibited
or in any way deter from the beauty
or natural aesthetics of Oak
Run. If, after receipt of written notification from the Declarant of
a violation of the provisions of this Section,
the Owner does not correct such violation,
the Declarant
shall be entitled to levy
a special assessment against
the e Owner’s Owner’s Homesite Homesite
for the cost
correcting
the violation,
as provided
for
in Article
XV hereof.
Declarant may,
at
the its
sole discretion,
determine whether
a
violation
of
this

Section
shall be
referred
to
an appropriate an governmental
agency enforced by the Declarant
as provided herein.of
Section 45.
Exemption of the Declarant.
The Declarant,
as
long
as Declarant owns
any Homesite
or Living Unit
in the Subject
ies,
or
in the event Declarant
is undertaking constructi work
or repair work
of any Homesite
or Living Unit inin the Subjeiect Properties, shall be exempt from the provisions
of this Article IX.
ARTI CICLE X
Assi
All rights,
powers, privileges and obligations reserved to and
of
the Declarant hereunder may beb assigned by it in whole
or in
part at any time and from time toto time including without limitation
an assignment thereof to the Association and
to
the Architectural view bodrd. Boa
A recorded recorded
asssignment ther ereof shall
entitle
all
third
paarties parties
toto
deal dea.
with wicn
ththe c
assignee
as the
true
and
lawful holder,r,
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

also purchase public and general liability insurance, and such other insurance as may be necessary onon the the common Common Areas Areas and and the the kecreational Recreational Areas Areas inin the the Juagment judgment ofor the Declarant and for purposes of properly insuring the Common Areas and Recreational Areas. The premiums for all insurance a n policies purchased by the Declarant shall beb deemed to be general expenses for Oak Run and shall be paid by the Owners through the annual assessments against each Homesite.

Section 2. Living Unit Taxes. All real estate ad valorem and personal property taxes assessed, together with any assessments made by any governmental or quasi-governmental agency assessed against a Homesite and Living Unit shall be the responsibility of the Owner of the Homesite and Living Unit.

Section 3. Common Area Taxes. The Declarant shall be responsible for paying all real property op and

personal
property
taxes assessed against the Common Areas and the Recreational Areas,
and any personal property located thereon owned by the Declarant.
Such taxes shall be deemed to be general expenses for Oak Run and shall be paid by the Owners through the Annual Assessment.

ARTICLE 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.
Thehe
Declarant Declarant
inin
its its
sole sole
and absolute discretion shall have the right right andd power powe ofof 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
of
curing
any ambiguity
in
or
to
any
inconsisten contained herein;
(b)
to include in any coeteen in
or
to
any
inconsistency
between
the
provisions
to include in any contract or deed
or other instrument any adtin any contract or deed hereafter made any additional covenants and
applicable

to
The
Properties whichovenants do
not
unreasonab and restrictions bly
low DTY
TOWower standards of the Covenants ctionecasollaб and Restrictions herein conta tained: and
(c)
to
release
any Homesite from
any
part
of the Cove מזת renants and
Restrictions which have been violated if the Declarant, ixin its sosole judqment,
determines
such violation to be
a minor or insub hsubstantial violation.
Section
2.
Amendment to Articles and By-Laws. The Artic of Incorporation and By-Laws of the Association may
be
in
amer the manner
so provided in such documents.
Section 3.
Notice of Amendment. Recording of
an amendment, properly made in accordance with the terms of Section 1 and Section
2 of this Article XIII shall be deemed notice to all
Owners of the
terms thereof, and all Owners shall be bound by its terms.
Section 4. Amendment of Specific Provisions.
The consent of holders ofo first mortament mortgages oton
Homesites pecitie Frovisions. which have atThe least fifty- one
percent
(51%)
of the
votes
of Homesites subiect
to
fi
mortgages,
shall
be
required
tasts to
add
or
amend any
material sgebt
Lo
TIS
provisions of
the Declaration, Articles of Incorporation and
BvLaws
which
establish,
provide

for,
govern
or
requlate
any
provisions which
are for fo the
express benefit of mortgage holders, first mortgage holders
or
the insurers
or guarantors of
first
mortgages
on Homesites.
An
for
Section
5.
General
Provisions
Regarding
Amendments. eneral
Provisions
Regarding
Amendments. addition or amendment shall not be considered material if it is
the purpose
of correcting technical
errors,
or for clarification forronti
StSTaD
PT TI it is fo1
only.
A holder of
a first mortoage who receives
aa written reuest
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, ne Declarant, the Association,
and their respective legal representatives, heirs, successors and assigns until amended or modified

according to the terms of Article XIII hereinabove set forth.
In the event
of and after the assignment by Declarant of all of its rights hereunder, the consent of the Owners of
Homesites
to which sixty-seven percent
(67%)
of the total allowable votes in
t
e
seve
decent)0/(
0i
the total allомарте votes in the Association are allocated and the approval
of holders of first mortgages
on
Hamesites whichapplovат от
отDтS OT TTIS mortgages
on
Homesites which have
at
least sixty-seven
percent (67%) of the total votes of Homesites subject to first mortgages, Homit
ery
seven petcanh
shall
be required to terminate the covenants and restrictions of
the Declaration.
Termination shall
be accomplished
in the
same
manner
as set
forth for amendment to
the Declaration in Article
XIII, except that the specific percentages herein shall apply.
-22-
ARTICI CLE XV
Enforceability
Section 1.
Parties Who Mav $Seek Enforcement E
nt.
If
an If any person, firm or corporation,
or
other entity shall violatate
or
aattempt
to violate any ofof the provi visions of the Declar aration, By-Laws, Articles A
OT TUcorporation or
ny Rules and Regulatations, iit shallhbe lawful for the Declan
e Declarant, (a)
to prosecute proceedings for the recovery of damadages against those so violating or attempting to
violate any such pr provisions;
or
(b)
to maintain a proceeding in any court of
violate

any
such
pro against those so violating or attempting to competent jurisdiction against those
so violating
any
such enjoining all
or anyovsons
or
the purpose
of preventing
or such violations
or attempted attempted violations,
or violations, oF any
other equitable relief. :.
Should
the Declarant be regu
to partnE 02 enforce
or defend defend the provisions hereof, itse reasonable nttorneys' fees and
costs
Incurred,
whether
or not iudicial i
nrs proceedings
are involved.
jncluding in
the
attorneys' and
costs incurred AIT
TOUT
non appeal
of such iu
a sucn noToial proceedings,
st 11 bee ble from the
party against whoml
enforcement is sought.
In any proceedings by the Declarant
mav nt against
an Owner, collection of such
fees be enforc
-torne cced by any method in this Declaration provoviding Lection of
a ts beciaration proy
g for the an annual assessment
or sment inclu luding luding but not
limited
to.
a
for
edarOT DEA
a foreclosure proceeding against the
Owner's Ow STaUM Homesite.
The
remedies
contained
б
обor in
this
provision
shall l1

be
construed ed
as
cunumulative
of
all
other
remedies rem
now
or hereafter ided by
law. The
failure
of
the
Declaran ant
to
enforce
any force
hant
or restriction or any obligation, right, E,power, p privilege, authorprity
or reservyation nerein contained,
however 1 nued, shall
in
no
event
be
same thereafter
as covena covena be deemed
a waiver of the right
to
enforce e the
to the
same breach reacn
orOF VIOLation, violation n,
orOY
asas to any prior to
or subsequent othar other bre
thereof.
reach
or violation thereof occurring
Section
2.
Special
Assessment.
In addition
to
all
other
remedies provided in this Declaration,
the Decl larant,
in its sole larant
+
and
absolute discretion,
may
levy
a special assessment
upon

an
Owner
for
failure
of
the
Owner,
his
family, Y
guests,
agents, lice lessees, licensees, invitees, tenants or employeees, to comply with
any prOVTSIOn in is Decldratlon
or the Articles,
By-Laws
or any rules
or regulations. including without
limitation the
rules and oulae regulations
of the Recreational Areas and the Common Areas and the failur
t
na
t ощоп
leds ad the failure to pay to or reimburse Declarant for any sums owed by Owner
to Declarant under these Declarations, provided that the following procedures are followed:
(a)
The
Declarant
shall
notify
the
Owner
of
the
infraction or infractions. Except in the
case of
a violation for
failure to pay to
or reimburse Declarant for sums owing by Owner to
Deblla
1or
whien
the special
assessment may
be
levied arter Declarant,
for which the special
assessment
may be
levied after
fifteen
(15) days written notice delivered by Declarant to Owner, inelude
in theys w
DD by beciarant 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 ce provided provi
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 determined
that
a violation has occurred.
A written decision of the Declarant Ot
ATOTPTOH RPS occurfed.
A written decision of the Deciarant
shall be submitted to the
Owner not
later
than thirty
(30)
days
after
the hearing,
after which,
if Declarant
determines
that
a after the
hearing
aftar tthih
ll Chity)sol
aays
violation has occurred,
a special assessment may be levied against
the
Owner by
the Declarant.
of
(c)
For each
occurrence

of
a violation,
the Declarant
may impose
a special assessment in any amount
not
in
excess $5,000.00
against
the
Owner
of
the
Homesite
in
the
event
violation is found.
a
-23-
(d)
A special assessment
as provided in this Article shall
be due
and
owing
not
later
than
ten
(10) written decision as provided in substh subsection ten30) 2(b)
above. days after the
(e)
Any special
assessment levied
in accordance with this Article A HTs Artl ticle may be enforced byb the Declarant in the same manner
as the
enf enforcement of
a regular
annual a assessment provided
for
in ticle
VI
of
this
Declaration.
incl placing
aa
lien
on the Owner’s Homesite
and foreclosing same.
Section
3. Legal
Proceedings
for Violations. If any person shall violate
or attempt to violate
or in any way fail to abide by
any

of these Covenants and Restrictions, or any rules and regulations promulgated pursuant to these Covenants and Restrictions, it shall be lawful for the Declarant, or any other person(s) owning any Homesite in The Properties to conduct such legal proceedings as are available to enforce compliance therewith, to prevent further or continued violations, and to recover damages, attorneys' fees, court costs and litigation costs and expenses for such violations or attempted violations.

Section 4. Right to Enter & Levy Assessments. The Declarant, or its employees, agents or assigns, after qiving an Owner reasonable notice and opportunity to cure a violation of these Covenants, may enter upon a Homesite for the purpose of curing the violation, and the same shall have no liability to the Owner, whether for trespass or otherwise, as

a result of such entry upon
the
Homesite.
The I
Declarant
may impose
a special assessment pursuant
to Article XV in
an amount to be determined in the sole and
aheoluta
elo
to be determined in the
sole and absolute
discretion
of
the
Declarant
against
any
Owner who fails to abide by,

inviteesany
wner
wUo or whose guests, invitees, licensees ead and tenants enas
fail to abide by,
any of these Covenants and Restrictions, or any rules and regulations promulgated hereunder.
Section 5. Restriction
on Use of Recreational Facilities. In
addition to all other remedies,
an Owner, his tenants, invitees and
guests may be barred from the
use of the Recreational Areas for any faililure
to comply with these Declarations, but such barring shali compiy with these Declarations, but such
barring shall not suspend the obligations of such Owner to
pay all outstanding
expenses due hereunder.
ARTICLE XVI
Condemnation and Reconstruction and Repair
After Casualty
or Condemnation
sectioU T Section 1.
Declarant arant Agent
in Condemnation nnation Settlement.
The
Deciarant
shall
nave
theexclusive
rignt
to
contest
any Declarant
shall
have
the
exclusive
right
to

condemnation
or
eminent
domain proceeding which
is
directed at tatingt
th
dорти6
T
iS
Diracled taking
any portion
of the Common Areas
or Recreational Areas,
or
which touches ne upon,
concerns
or affects the use of the Common Areas
or Recreational Areas; and the Declarant shall represent the Owners
of Homesites and
is hereby irrevocably appointed
agent
for
each
Owner
of
a Homesite in
any
condemnation
proceedings
or
in
negotiations,
settlements
and
agreements
with
the
condemning authority
for
acquisition
of
the
Common
Areas
or Recreational
Areas,
or
any part
thereof.
In
the
event
of
a
taking
or
asεı

ε
αι
the
common
Areds
Or kecreatrona acquisition
of part
or all
of
the
Common
Areas
or Recreational
Areas
by
a condemning authority,
all
awards
or
proceeds
of
settlement shall be payable to the Declarant and it shall disburse settlomont chall
ha
n
DT
DMDIDSof
roceeds
от
such
award
oc
tth
рTSUPTT OTSGTsa such
award
or
proceeds
to
the
Owners
of Homesites
and
their
mortgagees
asas their interest
may appear.
Section 2. Reconstruction
or Repair of
Common Areas.
Any
reconstruction
or repair of the Common Areas
or Recreational Areas
as
a result of casualty or condemnation must be substantially in
accordance with the plans and specifications of the original Common
Areas;
or
if

not,
then
according
to
plans
and specifications тape
oft1 ho
tnen
according
to
plans
and specilications approved
by
the
Declarant
which
shall
be
of
similar
kind
and ad
wnien snali
be
of
simi quality
as the original plans and specifications.
-24-1
Section 3.
Repair Unit Owner shall be re or Replacement of Living Unit.
Each Living required to reconstruct
or repair
any Living
Unit destroyed by fire
or
other casualty,
whether
or notTATuS destruction shall
have been
an
insured
loss
Te
hot
such If Owner fails to
repalr
or reconstruct a damaged unit.
the
Declarant
TDTTS
TO may,
at
its etion, replace unit
all costs of repair
Tand c
he Ow
or replacement. The plans
for the repair

or nd specificatic reconstruction of such Living Unit must bebe approved by the ARB. Such costs for repair or repl Homesite and isadaI OT Iадтрpement wlil become a lien on the te and if not paid within fifteen (15) dadays. notice thereof is delivered to the Owner by diter written Declarant, the Declarant may levy a special assessment upon such Owner's Homesite pursuant to Article xv.

ARTICLE XVII

General Provisions

Section 1. difications. The Declarant reserves the right, in its sole and absolute discretion, to make modifications, clarifications, changes and interpretations of all r modirications, interpretations of e ssi restrictions and covenants contained herein, and the Declarant's determination shal1 be final.

Section 2. Invalidation. The invalidation of any provisions ofotese these Covenants and Restrictions, or this Declaration, by rnntmafut 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 noticeses required required toto bebe provided provided toto any Owner or

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

Section 4. Duration. The Covenants and Restrictions as provided for in this Declaration for The Properties shall run with the title to all of the land, tracts, parcels and Living Units described in Article II hereof, and will be binding upon the Owners t of all Living Units andnd Homesites within The Properties, their successors and assigns in title until December 31, 2015. Thereafter, these protective Covenants and Restrictions shall1 automatically be renewed for successive periods s ofof ten (10) years, and shall remain in full force and effect,

unless
specifically
e
sell revised
or modified
as
set forth in Article XIII hereof.
Failure of the Declarant, Owners
or the Assocrticle Xlll hereor.
Failure Association,
or any other that may be formed to enforce
any of these Covenant
other tnat may and Restrictions shall OTT not nullify any of the Covenants and Restrictions,
or in any way be interpreted as a waiver by the Declarant, Owners or Association
the right
to object
to
and
enforce byby proceeding
at
law
or
equity against inst
any
person
or
persons vidiolating
or attempting
violate any of the Covenants and Restrictions contained within this Declaration. ofinto
Section 5.
Validity.
If any portion of this Declaration is
declared
unconstitutional
or
if
the
applicability
of
this Declaration
y
of
tuts against
any person
or
in
any circumstances is held
invalid, the validity of the remainder of the Declaration shall not
be
affected
thereby.
If
any
word
sentence,
phrase.
clause
section

or portion of such Covenants and Restrictions shall be held
invalid
or unconstitutional ational by
a court
of competent jurisdiction.
such portion
or word
shall be deemed
a separate and independent
provision
and
such holding shal)
not affect the validity
of
the remaining portions hereof.
-25-
Florida
IN WITNESS Limited WHEREOF, Partnership, the Declarant, Oak Run Associates,
Ltd.
a the owner of those certain tracts of land which have
been
made subject
to
the
provisions
of
this Declaration, has caused this instrument to be executed asofd of the day and year first above
written.
Signed, sealed and delivered delivered
in our presence
as witnesses:
xena
Print Wame: Lana H. Le
OAK RUN
ASSOCIATES.
LTD.,
a Flori Limited Partnership By: Development &Construction Corporation of America, its General
Partner
By: Klibir lem Chummaon Its President
Print Name: James A.A.
BellBa
STATE
OF FLORIDA
COUNTY OF MARION
BEFORE ME, personally appeared KULBIR GHUMMAN, well to known
me
to be
the person described in and in an
who executed GHOMMAN, the foregoi the foregoing instrument as President of Development &
Construction Corporation
ofof America, General
Partner of Oak Run Associates, Ltd,
a Florida Limited Partnership, named therein as owner of those certain tracts of land which have
been
lcherein as owner which have been platted
as Oak Run, and who executed the foregoing instrument
as such officer in the nand who as such officer in the
name of and

on behalf
of said corporation for the purposes therein express expressea.
WITNESS my hand and official seal in the County and State last aforesaid this
30th day of June 1992.
Notary Notary Puplic, Public,
StateoI State/of Florida
Name: Josephine A. Gilmour (type
or print)
My commission expires:C. STATE OF FLORIDA. NOART Commission No: MYCOMMISSION
EXPIRES: MAY 29. 1994. OLD TAK
Personally
Known
XXX
Identification Produced -OR-
Produced Identification
Dir: OakRun\3Declar.WD: CC