DECLARATION OF COVENANTS AND RESTRICTIONS OF
OAK RUN
FAIRWAY OAKS

KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declaration", made and entered into on this day of _, 1996, 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 Fairway Oaks, a subdivision asas per the plat thereof, recorded in Plat Book at Pages through ofthe Public Records of Marion County, Florida, less and except

Lots 1-29 of Block B, and Lots 1-19 of Block E of Fairway Oaks, a subdivision as per the plat thereof, recorded in Plat Book ,at Pages , through, of the Public Records of Marion County, Florida, of which all of said property as platted shall hereinafter be called the "Subject Property", and Declarant desires to create on the Subject Property a residential community with open spaces and other common facilities for the benefit of the community; and

WHEREAS, the Declarant has previously platted certain tracts of land subject to the Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991, and recorded in OR Book 1716 at Page 0868, of the Public Records of Marion County, Florida, and the "Oak Run Declaration" was subsequently amended by Emense Amendments to subject additional platted properties as Additions to its Subject Property (as defined therein) and the Common

Areas and Recreational Areas which are now subject to the terms and provisions of the Oak Run Declaration are 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 Recreational Areas and improvements thereon, and, for this reason, desires to subject the Subject Property to the covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof; and

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 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 ofthe 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 covenants, restrictions, easements charges and liens (sometimes referred to as "Covenants and Restrictions") set forth in this Declaration and that such Covenants and Restrictions shall run with the real property and be binding on all parties having any right, title or interest in the Subject Property or any addition

thereto as described herein including their heirs, personal representatives, successors and assigns.

ARTICLE I

Definitions

Section 1. Definitions. The following words when used in the Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" - shall mean and refer to Oak Run Homeowners

Association, Inc., its successors and assigns.

(b) "Common Areas" - shall mean and refer to those areas of land shown on

any recorded subdivision plat ofthe Subject Property or Additions to the Subject Property, other than the Homesites and Recreational Areas, which areas are intended to be used and enjoyed by owners of Homesites in the Subject Property and Additions to Subject Property, which include without limitation, any private roads, and drainage areas, easements for roads, walkways, parking areas and paths and utilities, and all improvements now or hereafter constructed thereon

including, without limitation, streets, lighting systems (except for light posts on any Homesite, the operation, maintenance and electricity of which shall be the responsibility of the Homeowner of that

Homesite), signage, structures, lakes and landscaping thereon. For the purposes of this Declaration, the term "Common Areas" shall include all Common Areas as defined in the Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991, and recorded in OR Book 1716, at Page 0868, of the Public Records of Marion County, Florida, and any Common Areas contained within any Additional Properties which have been previously, or are subsequently, made subject to the Declaration of Covenants and Restrictions of Oak Run
recorded in OR Book 1716, at Page 0868, of the Public Records of Marion County, Florida, in accordance 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.
of Oak Run.
(d) "Declaration" - shall mean this Declaration of Covenants and Restrictions
(e) "Living Unit" - shall mean and refer to any building or portion of a
building situated upon a Homesite designed and intended for use and occupancy as a single residence. By way of example, but not limitation, the term "Living Unit" shall include a townhouse unit, or any other form of single residential dwelling, whether attached or detached.
(f) "Homesite" - shall mean and refer to any plot of land shown on any recorded subdivision plat of The Properties which has been designated by the Declarant to contain a Living Unit. The word Homesite shall also include the Living Unit located thereon when one has been constructed on the Homesite.
(g) "Private Use Area"- shall be defined as that yard area within the homesite and immediately adjacent to the dwelling that has been set aside for the private use of the homeowner and is not to be included in regularly maintained lawn or landscape areas by the Declarant. Said yard area shall be well defined by courtyard walls or continuous mulched landscape beds of three feet minimum width. Any addition, alteration or other change for existing or proposed private use areas must be approved, in advance, by the ARB.
(h) "Member" of the Association - shall mean and refer to all Owners, Owners of a Homesite and the Declarant.
(i) "Owner" - shall mean and refer to the record owner, whether one or more
persons or entities, of the fee or undivided fee interest in any Homesite located within The Properties, including the Declarant, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
(j) "Recreational Areas" - shall mean and refer to those areas of land shown
and designated on any recorded subdivision plat of the Subject Property or Additions to the Subject Property as "recreational areas" which areas shall be owned by the Declarant and shall
be made available for recreational, social and cultural purposes of the Association and the Owners and their guests, invitees and lessees pursuant to the payment of the fee to the Declarant described in Article VI, Section 2. Owner acknowledges that Owner and Owner’s heirs, successors, and assigns do not have any right, title, claim or interest in and to any recreational area or any facilities or improvements constructed thereon by the reason of this Declaration or otherwise and acknowledge that the Declarant is the sole and exclusive owner of the recreational areas and the facilities located thereon.
(k) "Rules and Regulations" - means any and all rules and regulations duly promulgated by the Declarant under the Declaration and Articles of Incorporation and By-Laws of the Association.
(1) "Subject Property" - shall mean and refer to Lots 1-11 of Block A, Lots 1-
16 of Block C, and Lots 1-44 of Block D of Fairway Oaks, according to the plat thereof as recorded in Plat Book, at Pages through of the Public Records of Marion County, Florida. The Declarant reserves the right to make such changes and/or modifications to
the plat as are required by appropriate governmental authorities, or as are generally consistent with the quality ofthe development in the plat.
(m) "Additions to Subject Property" - shall mean and refer to those portions of
the real property described in Exhibit "A" or any other property which the Declarant now owns or may acquire in the future which becomes subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof. Such Additions to Subject Property, which shall be added from time to time may be of any size and contain any number of Homesites and in any sequence 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.

Property, (n) "Oak Run" or "The Properties"- shall mean and refer to the Subject
provisions the
of

the
Additions

to Subject Property, and all properties which are subject to the terms and Declaration of Covenants and Restrictions of Oak Run dated January 30, 1991
and
and

any recorded supplement in OR Book 1716 at Page 0868, of the Public Records of Marion County, Florida, or amendment thereto.
(o)"Neighborhood" - shall mean those separate areas designated as
Property. Neighborhoods on the plat for the Subject Property and the plats for Additions to Subject
and
(p)"Oak Run Declaration" - shall mean and refer to the Declaration of Covenants Restrictions of Oak Run dated and recorded in OR Book at
or

Page, supplements ofthe Public Records of Marion County, Florida, together with any amendments thereto.
(q) "Golf Club" shall mean and refer to all present and future organizations consisting of members who have use and enjoyment rights in the Golf Club Facilities.
(r) "Golf Club Facilities" shall mean and refer to the eighteen (18) hole championship golf course owned by the Golf Club Owner, and such other properties, improvements and related amenities owned by the Golf Club Owner in connection therewith, and such other properties and improvements as may now or hereinafter be constructed, acquired or designated as "Golf Club Facilities" by the GolfClub Owner. THE GOLF CLUB FACILĪTIES ARE NOT A PART OF THE SUBJECT PROPERTY AND ARE NOT SUBJECT TO THE TERMS AND PROVISIONS OF THIS DECLARATION.
(s) "Golf Club Owner" shall mean and refer to OAK RUN ASSOCIATES, LTD.,
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a Florida
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Limited
or hereafter Partnership, its successors and assigns, and such other entities or persons that own or acquire the Golf Club Facilities.
Golf
(t) "Golf Course Easement." There is hereby reserved and granted in favor of the
those

Club
portions Owner and its officers, agents, members and employees an easement over and across of any Lot lying within the boundaries of the easement shown on the Plat as the "Golf Course Easement", to permit the doing of every act necessary and incident to the maintaining of the Golf Club Facilities and the use of the Golf Club Facilities by the Golf Club Owner and its officers, agents, members, and employees. Said easements for but not limited to, the purpose of the construction and maintenance of underground utility lines, underground drainage lines, surface drainage ditches and swales, the cleaning of vegetation (limited vegetation having a diameter of not greater than eight inches at mean breast height), the construction of paved or unpaved golf cart paths and the maintenance of all portions of the Golf Course Easement necessary for the operation of the "Golf Club."
(u) "Golf Course Homesite." Any homesite whose boundary line or any portion thereof is adjacent to or contiguous to any portion of the Golf Club Facilities' property boundaries.
ARTICLE II

Property Subject to this Declaration and Additions to Subject Property

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

Section 2. Additions to Subject Property. The Declarant, from time to time, and at any time, may in its sole and absolute discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Subject Property; and until such time as such additions are made to the Subject Property in the manner hereinafter set forth, no real property other than the Subject Property shall be affected by or
become subject to the Declaration. Until such time as any portion of such property is submitted to the terms of this Declaration by recordation of a Supplemental Declaration extending the scheme of the Declaration to said property, the Declarant shall not be obligated to submit such property to this Declaration or make such property a part of Oak Run; thereafter, Declarant shall have such rights regarding such property as are provided in this Declaration and the Supplemental Declaration to which such property is subject,

Section 3. Supplemental Declaration of Covenants and Restrictions. Each of the
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Additions to Subject Property authorized under this Article shall be made by the Declarant filing of record a Supplemental Declaration of Covenants and Restrictions with respect to that Additions to Subject Property which shall subject that particular Additions to Subject Property to the scheme of the covenants and restrictions of this Declaration as such scheme may be hereafter modified or amended as provided for herein or in said Supplemental Declaration of Covenants and Restrictions. Such additions shall be made whenever the Declarant in its sole and absolute discretion deems appropriate, but in no event shall any Supplemental Declarations making additions to Oak Run be recorded after thirty (30) years from the date this Declaration is recorded in the Public Records of Marion County, Florida. Such Supplemental Declaration shall
be made by Declarant and shall not require consent of any person or entity, including without limitation, any Owner, Member, mortgagee of a Homesite or Living Unit, or the Association. Such Supplemental Declaration may contain such additions and modifications to these Declarations and additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additions to Subject Property. The Owner of each Homesite in any Additions to Subject Property shall become a Member of the Association when the Supplemental Declaration of Covenants and
Restrictions submitting the Additions to Subject Property in which the Homesite is located to the terms ofthis 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 subject to the terms and conditions of the Declaration as provided in the Supplemental Declaration, including without limitation the obligation for
payment of assessments as provided therein. At the time Declarant submits any of The Properties to this Declaration or a Supplemental Declaration, real estate taxes for that year shall be pro-rated, and Declarant shall be responsible for paying that portion of such taxes for the period prior to such submission. Upon filing, any supplemental Declaration of Covenants and Restrictions shall be consideredapart of the Declarations and the term "Declaration" as used herein shall include such Supplemental Declaration.

ARTICLE III

Rights in the Common Areas and Recreational Areas

Section 1. Owner’s Easements in Common Areas. Subject to the provisions of Section 2 and the additional provisions of this Declaration, every Owner, his guests, invitees, licensees and tenants shall have a right and perpetual non-exclusive easement of enjoyment and use in and to all the Common Areas, for the purposes for which they are created as described herein or on any recorded plat wherein such Common Areas are described, and such easement shall be appurtenant to and shall pass with title to every Homesite or Living Unit. Such easements of enjoyment and use shall include, but not be limited to, the Owner’s right of ingress and egress over the streets, roadways and walkways on the Common Areas for purposes of access to a Homesite or Living Unit, and Declarant shall have a right of ingress and egress for itself and its guests, agents, employees, invitees, licensees and tenants over such streets, roadways and walkways during any time the Declarant is constructing or repairing a Living Unit thereon, renting a Living Unit belonging to Declarant, or providing any other service or activity required of or allowed to

Declarant in the Declaration. No Homeowner shall have any greater or lesser rights than any other Homeowner or the Declarant in any Common Area which encumbers such Homeowner's Homesite.

Section 2. Cross Easement Rights in the Common Areas. It is the intention of the Declarant that Oak Run will be divided into separate areas known as Neighborhoods. At the time any supplement to the Oak Run Declaration is recorded in the Public Records of Marion County, Florida, all Owners in Oak Run, whether in any Neighborhood described in the plat for the Subject Property or the plat for any Additions to Subject Property, shall have a right and perpetual non-exclusive easement of enjoyment and use in all the Common Areas in Oak Run, regardless of where the Common Areas are located, and such easement shall be appurtenant to and shall pass with title to every Homesite or Living Unit.

Section 3. Recreational Areas. Declarant intends to construct certain improvements on the Recreational Areas for the use of the Owners pursuant to the obligation of the Owners to pay to the Declarant the fee set forth in Article VI, Section 2. Declarant reserves the right to provide for some or all of the Owners of Living Units in any Additions to Subject Property in Oak Run developed after the Subject Property to have the right to use some or all ofthe Recreational Areas on a non-exclusive basis with Owners in the Subject Property.

Section 4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and Recreational Areas to the members of his family, his bona fide guests and invitees (defined as any guest staying with the owner for twenty-four (24) hours or more), his tenants, and contract purchasers who reside in his Living Unit, subject to such rules and regulations that may be established from time to time by the Declarant. All guests must be accompanied by a resident any time guests are using any Recreational Areas.

Section 5. Rules and Regulations. Declarant shall have the right in its sole and absolute discretion to adopt, modify, amend and terminate at any time and from time to time rules and regulations for the use of the Common Areas and the Recreational Areas.

ARTICLE IV

The Association

Section 1. Association. Oak Run Homeowners Association, Inc. (the "Association"), a Florida corporation not-for-profit, has been organized to 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 ofthe Association attached hereto as Exhibit "B", and the By-Laws of the Association, attached hereto as Exhibit "C".

Section 2. Membership. Every Owner of a Living Unit or Homesite and the Declarant shall be a member ofthe Association. Except in the case of Declarant, membership shall be appurtenant to and may not be separated from ownership of any Living Unit or Homesite.

Section 3. Voting Rights. The voting rights in the Association shall be as follows:

(a) The Declarant shall control the Association and its sole vote on all matters shall be determinative until such time as Declarant shall authorize voting by other members as provided in the Articles of Incorporation of the Association.

(b) All Owners of Homesites shall be entitled 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 the event all of the Owners of a Homesite cannot agree on any vote, no vote shall be cast for such Homesite, provided however, that the Association may conclusively rely on the vote cast by any of the Owners of a Homesite as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one of such Owners.

Section 4. Books and Records. The Association shall make available to Owners and mortgagees, and to holders, insurers or guarantors of any first mortgage on all or a portion of The Properties, including Homesites, current copies of the Declaration, By-Laws and Articles of Incorporation of the Association, other rules concerning The Properties, and the books, records and financial statements of the Association. The Association shall be deemed to have made such items available, if they are available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a first mortgage on all or a portion of The Properties, including Homesites, shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, and such statement shall be furnished within a reasonable time following

said request.
Section 5. Notice to Mortgagees. Upon written request to the Declarant identifying the name and address of the holder of the first mortgage on a Homesite or Living Unit, or the insurer or guarantor of such first mortgage on a Homesite or Living Unit and the Homesite or Living Unit number or address, a holder of a first mortgage on a Homesite or Living Unit or insurer or guarantor of said first mortgage shall be entitled to timely written notice of:
(a) Any condemnation loss or casualty loss which affects a material portion of The Properties or any Homesite or Living Unit on which there is a first mortgage held, insured, or guaranteed by such requesting party.
(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Homesite or Living Unit subject to a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for a period of sixty (60) days.
(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
(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 Declarant may petition the Circuit Court of the Fifth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and The Properties, including reinstatement of the Association as an active Florida corporation.
ARTICLE V
Membership in the Association
Section 1. Member. The Members of the Association shall consist of the Declarant, and all Owners of Homesites within The Properties provided that any such person or entity who holds an interest merely as security for the performance of any obligation shall not be a Member. unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.
Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida, a deed or other instrument establishing a record title to a Homesite in The Properties. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association and Declarant ofthe recording of the deed or other instrument establishing record title and shall furnish the Association and Declarant a certified copy of such instrument.
ARTICLE VI
Covenants for Maintenance Assessments
Section 1. Purpose of Assessments. The assessments levied by the Declarant shall be used in the sole and absolute discretion of the Declarant for the purpose of promoting the recreation, health, safety and welfare of the residents in Oak Run; constructing, maintaining, operating, repairing and replacing improvements on the Common Areas and Recreational Areas:
enforcing the compliance with Covenants and Restrictions; and for the maintenance, operation, repairing and replacing of properties, services and facilities which have been constructed. installed or furnished, or may subsequently be constructed, installed or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Areas and Recreational Areas including, but not limited to, the payment of taxes, and insurance thereto, on the Common Areas and Recreational Areas, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Owners acknowledge that the payment ofthis assessment is a fee for those services provided by the Declarant and is not intended to represent a prorata share of actual expenses and the Declarant is entitled to retain any excess amounts collected from the Owners over cost and expense in providing such services.
Section 2. Assessments. Each Owner of any Homesite by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and

agrees to pay to the Declarant:
(1) An annual assessment payable in advance in equal monthly installments on the first day of each month. Such assessment shall be for any costs and expenses relating in any way to any of the items described in Section 1 above other than for road and drainage, and Homesite ground maintenance (which is subject to a specific assessment as described in subsection (3)&(4) below).
(2) Special assessments that the Declarant deems appropriate for violations of the Declarations and damages resulting therefrom as provided in this Declaration.
(3) Road and drainage assessments, such assessments to be fixed, established and collected from time to time for the maintenance and repair of the roads and drainage areas and facilities of the Common Areas in perpetuity. These funds will be deposited in an interestbearing escrow account and will be withdrawn by Declarant in its sole and absolute discretion only for the maintenance and repair of any and all such roads and drainage areas.

bearing escrow account and will be withdrawn by Declarant in its sole and absolute discretion only for the maintenance and repair of any and all such roads and drainage areas.
(4) A Homesite ground maintenance assessment, to pay for the cost of the maintenance of the exterior yard areas, excluding those areas designated for private use on the homesite are subject to the terms and provisions of this Declaration.
(5) The Homesite ground maintenance assessment described in the preceding sub-paragraph shall not include provision for the cost of exterior maintenance which is required as a result of acts of God (i.e.,storms, lightning, falling trees, etc.) or required by governmental regulation. Such costs shall be paid for by the levying of a Special Assessment as set forth in Section 6 of this Article.
(6) The collection of garbage and trash included in the Annual Assessment are subject to factors beyond the control of the Declarant. The Declarant reserves the absolute and sole right in its discretion to change the allowable composition of garbage and trash and the frequency of pick up as may be required and is determined in its sole discretion from time to time. Provided however, that in no event shall Declarant not provide for at least a one day a week pick up of household garbage.
The Declarant shall not be required to pay any assessments whether annual, special or road and drainage easements, for any Homesites or any other property it owns in Oak Run. The Declarant shall instead be obligated to pay costs and expenses properly incured in excess of amounts collected from Owners other than the Declarant for regular annual assessments. The Declarant shall be entitled to retain any excess of amounts collected from Owners over costs and expenses as a return on investments.
All such assessments, together with such interest thereon and costs of collection thereof including, without limitation, reasonable attormeys' fees incurred by the Declarant incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any, shall constitute a continuing lien upon the Homesite against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Marion County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including without limitation, reasonable attorneys' fees incurred by the Declarant incident to the collection of such assessment whether or not judicial proceedings are involved, and appeals, if any, shall 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 be offset by any claims by any Owner or the Association against Declarant for any reason.
Section 3. Delinquent Assessments. If any annual assessment or installment thereon is not paid within thirty (30) days after the due date, a late fee may be charged by the Declarant, and the Declarant may accelerate the remaining installments of the regular annual assessment for that calendar year which otherwise would not be due, and declare the entire assessment as to that delinquent Owner due and payable in full as if the entire amount was originally assessed. Interest shall accrue on any unpaid assessment whether or not accelerated, at the highest rate allowed by law. Accounts delinquent in excess of 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 be subject to the same collections, lien and foreclosure proceedings as otherwise provided for

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

Section 4. Rights of Declarant to Collect Delinguent Assessments. Liens for assessments may be foreclosed by suit brought in the name of the Declarant in like manner as a foreclosure of a mortgage on real property. The Declarant may also sue to recover a money judgment for unpaid assessments against the Owner personally obligated to pay same without waiving the lien securing same.

Section 5. Method of Setting Annual, Road, Drainage and Homesite Maintenance Assessments. The Annual, road and drainage and Homesite ground maintenance assessment shall be initiated, increased or decreased in accordance with the following provisions:

(a) The Annual Assessment may be initiated, increased or decreased by the Declarant after considering current construction, operation, maintenance and repair costs and expenses and estimated future construction, operation, maintenance and repair costs and expenses. The initial Annual Assessment for each Homesite are subject to the terms and provisions of this Declaration shall be $1,107.00 per annum, payable in advance in equal

monthly installments of$92.25 per month on the first day of each month, until January 1, 1997. Thereafter, the Annual Assessment may be adjusted in a sum equal to the percentage of the increase or decrease of the Consumer Price Index, averaged out for the preceding twelve (12 month period). The Consumer Price Index referred to herein shall be the Consumer Price Index, U. S. Average of Items and Foods, published by the Bureau of Labor Statistics of the U.S. Department of Labor.

(b) The road and drainage assessment shall be determined, paid, collected and enforced in the same fashion as the Annual Assessment. The initial road and drainage assessment for each Homesite subject to the terms of this Declaration shall be $81.60 per annum, payable in advance in equal monthly installments of $6.80 per month until January 1, 1997.

(c) The Homesite ground maintenance assessment shall be paid, collected and enforced in identical fashion to the Annual Assessment. The initial Homesite maintenance assessment for each Homesite subject to the terms of this Declaration shall be $693.00 per annum, payable in advance in equal monthly installments of $57.75 per month on the first day of each month, until January 1, 1997, and may increase annually thereafter.

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

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

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

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

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

(b) All Common Areas as defined in Article I, Section 1(b).

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

ARTICLE VII

Architectural Review Board

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

Section 2. Review by Architectural Review Board. In order to enhance, maintain and

preserve values of The Properties and all Living Units and Homesites located therein, and subject to Section 8 below, no building, fence, wall, or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained upon The Properties, nor shall any exterior addition to or exterior change or alteration be made to any previous improvement on a Homesite nor shall any awning, canopy, shutter, or antenna be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials, color selection, and location ofthe same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the ARB and until the ARB has reccived assurance acceptable to it that any damage to the Properties as a

result of such additions or alterations will be repaired in a timely fashion. The ARB shall review such information to determine harmony of exterior design, color and location in relation to surrounding structures and topography. All exterior finishes must remain as originally constructed by the Developer. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans and specifications submitted for its review as it deems proper including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Upon receipt by the ARB of any required plans and specifications, the ARB shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not approved within such thirty (30) day period, said plans shall be deemed rejected. The ARB's approval or disapproval as required in these covenants shall be in writing. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

(a) Should Owner receive an ARB approval for any exterior improvement, the installation of which would impact areas maintained by the Declarant as referenced in Article VIII, Section 2, Owner shall request a modification of these facilities as necessary to accommodate the proposed improvements and bear the cost of same.

Section 3. Approval Not to be Construed as Waiver. The approval by the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 4. Architectural Review Board Expenses. The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 5. Inspection by Architectural Review Board. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ARB.

(b) Within thirty (30) days thereafter, the ARB or its duly authorized representatives may inspect such improvement. If the ARB finds that such work is not effected in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particulars of non-compliance. The thirty (30) day period shall not commence to run until the ARB receives from the Owner, a notice of completion. The ARB may in its discretion inspect the improvements while the same are being made or constructed or upon completion and notify the Owner of non-compliance even if the Owner has not given the ARB notice of completion.

(c) The ARB, if it is composed of other than the Declarant, shall simultaneously, upon notifying the Owner, notify the Declarant in writing of the non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, as determined in the sole and absolute discretion of Declarant, the Declarant shall notify the Owner to remedy or remove the same withina period of not more than forty-five (45) days from the date of delivery to such Owner of notice of the Declarant's determination of non-compliance. The Owner shall be obligated to comply with such notice,

and if the Owner does not comply with such notice within such period, the Declarant, at its option, may either remove the non-complying improvements or remedy the non-compliance and the Owner shall reimburse the Declarant after delivery by Declarant to the Owner of written notice thereof for all expenses incurred in connection therewith. If such expenses are not paid by the Owner to the Declarant within fifteen (15) days of such notice, the Declarant shall levy a special assessment against such Owner for reimbursement.

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

(e) If an Owner does not obtain the approval of the ARB as provided herein, and proceeds to make any improvements on a Homesite which require ARB approval, the ARB upon actual discovery of such improvements may within thirty (30) days of such discovery approve them as being in accordance with the requirements for approval, or the ARB may within

said thirty (30) day period notify the Owner in writing of the non-compliance of those improvements. The ARB shall then proceed as is provided in Section 5(c), Article VII.

Section 6. Limitations on Architectural Review Board Liability. Neither the ARB, including without limitation the Declarant when acting as the ARB, nor any member thereof, nor the injury Association shall be liable to any Owner or any other person or entity for any loss, damage or ARB's arising out of or in any way connected with the performance or non-performance of the duties hereunder, unless due to the willful misconduct of a member and only the member engaging in such willful misconduct shall have any liability in such event. The 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 or detriment which would result either in the immediate vicinity of such Homesite or to The Properties in general. The ARB shall take into consideration the aesthetic aspects ofthe architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety, warranty of design, or conformance with building or other codes.

Section 7. Variances. The ARB may authorize variances from compliance with the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variances must be evidenced in writing. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from other architectural committees having jurisdiction.

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

Section 9. Attorneys' Fees and Costs. For all purposes necessary to enforce or defend or construe this Article, the ARB, and the Declarant shall be entitled to collect reasonable attorneys' fees, costs and other expenses from the Owner whether or not judicial proceedings are involved, and such amounts shall constitute a lien against the Owner's Homesite enforceable as provided in Section 5(c) of this Article.

ARTICLE VIII

Maintenance

Section 1. Maintenance by the Owner. The Owner shall be responsible for the exclusive maintenance and repair ofthe following:

(a) Maintenance by the Owner. Unless designated as a responsibility of the Declarant in Section 2 of Article VIII, each Owner is responsible for maintenance in good order, condition or repair of the interiors and exteriors of Living Units and of all mechanical equipment, plumbing and electrical facilities located on a Homesite servicing the Living Unit thereon, and any pool, hot tub, spa or similar facility

located on a Homesite, and any equipment and appurtenances. The Owner shall promptly perform such maintenance on items such as driveways and roofs, so as to keep the Living Unit and Homesite in a good state of repair and in conformity with the aesthetic standards required from time to time by the ARB. No Owner shall
in anyway maintain, modify or improve any areas for which the Declarant has the responsibility for maintenance without the prior written consent of the Declarant.
(b) Exterior Improvements. No Owner shall place any object on any part of the Homesite except within the Private Use Area provided. Any addition, alteration or other change for existing or proposed exterior improvements must be approved, in advance, by the ARB pursuant to Article VII, Section 2. In the event that any addition or alteration interferes
with the lawn maintenance as provided by the Declarant, the same may be removed or repaired by the Declarant, and the cost thereof shall be payable by such Owner. If the Owner fails to
reimburse the Declarant for such expenses within fifteen (15) days after the delivery of

notification of the reimbursement claim, the Declarant shall be entitled to levy a Special Assessment against the Owner for the reimbursement, pursuant to the provisions of Article XVI.
Section 2. Maintenance by the Declarant. The Declarant shall be responsible for the exclusive maintenance, and repair of the following:
(a) Lawn and Shrubs. The Declarant shall maintain and care for the exterior lawn areas and irrigation systems of all Homesites which are subject to the terms and provisions of this Declaration. Declarant, in its sole discretion, shall determine the need for sod and landscape replacement, mowing, fertilization, insecticide control, etc. The Declarant shall
maintain and care for those lawn and shrub areas and irrigation systems within The Properties which are a part ofthe Common Areas and Recreational Areas. The Declarant, in its sole discretion, and shrubs. shall determine the need for replacement and/or improvement of landscaping, lawns
(b) Private Roads. Walkways. Parking Areas and Paths. The Declarant shall maintain and repair all private roadways, walkways, parking areas, paths and drainage areas, if any, throughout The Properties. In the event any such roadways, walkways, parking areas, path or drainage areas are damaged as a result of the negligence of an Owner, or his family, guest, licensee, invitee, or tenant, the Declarant may repair or replace such damage and demand reimbursement from such Owner by delivery of written notice thereof. If such Owner does not reimburse Declarant within fifteen (15) days of such notice, then Declarant may levy a special assessment against the Owner for reimbursement, as provided in Section XVI.
Section 3. Declarant May Contract for Services. The Declarant may contract for the management of all or part of The Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration. The Declarant may contract with public
or private utility companies, including without limitation a private utility company with which Declarant is affiliated or controls, for purposes of supplying utility services to The Properties and the costs and expenses charged by such utility companies shall be separately billed to the Owner of a Homesite by such utility companies and shall not be included in the annual assessments.
Section 4. Maintenance of Fences. Any fences surrounding any common areas or the project boundary of The Properties shall be maintained by the Declarant, and a perpetual easement of ingress and egress of the Homesites and Living Units abutting the fences is hereby granted to the Declarant for purposes of construction and maintenance activities related to any such fences.
ARTICLE IX
Restrictive Covenants
Section 1. The Properties Subiected to Restrictive Covenants. In addition to other restrictions, reservations and conditions set forth elsewhere in this Declaration, The Properties shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner, with the exception of the Declarant, who shall acquire hereafter a
Homesite or any portion of The Properties, and shall be binding upon their respective heirs, personal representatives, successors and assigns.
Section 2. Residential Use. No Homesite shall be used for any purpose except for residential purposes, and shall have a maximum of four (4) people as permanent residents of
each Living Unit. No structures or additions shall be erected, altered, placed or permitted to remain on any Homesite within The Properties other than one Living Unit, a private attached garage or carport, and structures and additions such as swimming pools, attached screened enclosures and patios (as approved by the ARB), except in the case where the Declarant

determines in its sole and absolute discretion to modify the use of a Homesite to use as Common Areas. Such modification may be made by the Declarant amending this Declaration without the necessity of joinder by any Owners or mortgagees of Homesites. All such structures shall be attached to the Living Unit, it being specifically intended hereby to prohibit all free standing 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 allowed to Declarant under this Declaration, and Declarant and its agents and employees shall have access to and use of the Common Areas and Recreational Areas to facilitate such sales. In addition,

Declarant shall have the right to allocate a portion or portions of The Properties for commercial purposes and/or multi-family purposes and to construct improvements on such portion or portions for such purposes; such areas shall not be common Areas or Recreational Areas but shall
sole
be owned by Declarant and be subject to such portion of this Declaration as Declarant in its and absolute discretion shall determine.

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

Section 4. Subdividing Homesites. No Homesites or Living Units shall be subdivided or divided Declarant into any parcels, tracts or lots smaller in size than that which was originally conveyed by 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
the
lots, Declarant. that part of The Properties which may be used for commercial or multi-family purposes by

Section 5. Increasing Size of Homesite. No tract shall be increased in size by filling in any waterway, drainage area, lake or canal on which it may abut, except by Declarant.

Section 6. Temporary Structure Not to be Used as Residence. No structure of a temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be erected or placed on any Homesite at any time, nor shall anything other than the Living Unit be used as a residence, either temporarily or permanently.

Section 7. Modifying Structures. No Owner in The Properties shall change, alter, modify, add to or delete from any existing structure on his Homesite without first receiving written permission from the Declarant. No structure, building, swimming pool, or addition to any Living Unit including additional concrete or asphalt installations shall be erected, constructed or placed on any Homesite without the prior written consent and approval of Declarant.

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

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

Section 10. Easements. Nothing shall be placed on any part of any Homesite which is reserved as an easement or right of way for street, road or walkway, utilities, maintenance or drainage if such shall interfere with the construction, use and maintenance of said roads, streets. walkways, adjacent structures, drainage and utilities. In the event any structure, trees or other

vegetation interferes with construction, maintenance or repair on such easement or right of way. the same may be removed by the Declarant, and the cost thereof shall be payable by such Owner to Declarant within fifteen (15) days written notice to such Owner. If said Owner shall fail to reimburse Declarant, Declarant shall levy a special assessment against such Owner for reimbursement pursuant to the provisions of Article XVI.

Section 11. Parking. No motor homes, recreational vehicles, boats, trailers, pick-up trucks or motor vehicles in excess of a 3/4 ton rating, shall be kept or parked on any Homesite in excess of twenty-four (24) hours during any calendar month except in a garage or other areas which may be designated by the Declarant in its discretion for such use. All commercial motor vehicles, travel trailers, motor homes, boats and trailers must be parked and/or stored by their
owners in designated parking areas to be provided by the Declarant. The Declarant may charge a rcasonable 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 from written notice delivered by Declarant to the Owner therefore shall be assessed as a special assessment by Declarant under the provisions of Article XVI and shall become a lien against the lot of the Owner of said vehicle, enforceable as provided in Article XVI. The parking and storage of automobiles shall be limited to the driveways of Homesites and other
arcas specifically designated by the Declarant. All vehicles must be parked on the concrete driveway of the Homesite. No vehicle may be parked on any right of way. No more than two automobiles may be parked on any Homesite at one time. The Declarant is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Declarant is specifically granted the rightto enforce this provisions by the towing of vehicles in violation of these provisions at the expense of the Owner, which shall be due and payable by Owner within fifteen (15) days of receipt of written notice demanding reimbursement delivered by Declarant to Owner. If Owner shall fail to pay such amount within such time period, Declarant shall levy a special assessment under the provisions of Article XVI.

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

Section 13. Motor Vehicle Repairs. No Owner of any Homesite, a member of his or her family, guests, invitees, licensees, or tenants shall engage in the construction, reconstruction,
repair or maintenance of any motor vehicle, whether said motor vehicle is owned by the Owner or not except, however, the provisions of this paragraph shall not be construed to mean that a Homeowner may not wash and/or polish, change a tire, or change the oil on a motor vehicle which the Owner owns, on Owner’s Homesite. All motor vehicles must be maintained so as not to create an eyesore or effect the aesthetic standards of Oak Run. There shall be no repair, assembling or disassembling of motor vehicles except inside the Owner’s garage.

Section 14. Driveways. All driveways shall be maintained in the form and style originally established by the Declarant. Driveways will not be painted or covered with material other than approved by the ARB.

Section 15. Trash. No Homesite or any part of Oak Run shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be bagged and tied and kept in covered sanitary containers in the garage or utility sheds, or in an approved enclosed space. On those days, and only on those days, when garbage pickups are made at The Properties, the Owners shall place their garbage (bagged and tied) on their Homesites and adjacent to the street for pick up no sooner than dusk, the day prior to pickup. All receptacles will be removed from curbside not later than two (2) hours after pickup. There shall be no burning of trash or any other waste materials on The Properties except as stated in Section 17. In the event trash must be collected from a receptacle servicing more than one Homesite to meet the requirements of the collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash be placed outside the receptacle. The Declarant reserves the right during any construction by Declarant or otherwise to maintain a receptacle for garbage and trash on The Properties.

Section 16. Containers and Fuel Tanks. All garbage or trash containers, oil tanks or bottled gas tanks, shall be located within the confines 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. The installation of such containers or walled-in area shall not be constructed so as to interfere with any maintenance to be performed on the Homesite by Declarant.

Section 17. Buming. No Owner shall burn any trash, debris or refuse, or allow any other person to burn trash, debris or refuse on any Homesite in Oak Run except, however, Declarant reserves unto itself the right to burn debris as a result of clearing and cleaning of any land in The Properties.

Section 18. Adult Residents Only. The Declarant has designated and developed The Properties for the purposes of providing a single family residential subdivision possessing an aesthetically attractive, quiet, comfortable environment conducive to a style of living desired by middle age or senior citizen persons. To assure all Owners that the heretofore mentioned environment shall remain constant, no persons under eighteen years of age shall occupy or permanently reside or 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 19. Signs. To preserve the aesthetic quality of The Properties, no signs, including signs advertising the sale or rental of any Living Unit, shall be placed or allowed to be erected or placed on any Homesite including window signs inside any Living Unit visible through any windows without the prior written consent of the Declarant. The Declarant reserves the right to grant and/or deny in its sole and absolute discretion, its consent. The Declarant, however, reserves unto itself the right to erect advertising signs on Homesites owned by the Declarant.

Section 20. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Homesite, except that two dogs, cats or small house birds or other household pets may be kept on a Homesite, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) pets shall be kept on any Homesite at any time. Pets shall be on a leash at all times when outside the Living Unit. Dogs shall not be walked on grass other than an Owner's Homesite and in pet walk areas designated by the Declarant (if any). All pets are prohibited in the Recreational Areas, on all Common Areas and Golf Club Facilities. Pets which are discovered outside of Owner's Living Unit and not on a leash and accompanied bythe Owner or the Owner's agent shall be reported to the appropriate governmental agency, and shall be subject to being picked up and impounded. If, after receipt of written notice by the Declarant of a violation ofthe provisions of this paragraph, the Owner does not correct such violations, the Declarant shall be entitled to levy a special assessment against the Owner for the expenses incurred by the Declarant as a result of the violation, pursuant to the provisions of Article XVI hereof. Pet owners should clear and remove any fecal deposits made by their pets from any and all areas, including their Homesite. Pets must be maintained under the control of the Owner at all times.

Section 21. Business Activity. No business, commercial enterprise or business activity of any kind shall be carried on or conducted on or from any Homesites except those businesses, commercial enterprises and business activities exempted by the Declarant on Homesites or other portions of The Properties owned by the Declarant, as provided herein. Declarant reserves unto itself the absolute right to divide, subdivide or redivide such property and to utilize it for commercial purpose.

Section 22. Leases. All leases of Homesites and Living Units shall be restricted to residential use. All leases shall be in writing and the Declarant shall have the right to terminate the lease upon default bythe tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and applicable rules and regulations. Each lease shall contain the following provision:

"The lessee hereunder acknowledges that this lease is subject to the Declaration of Covenants and Restrictions of Oak Run, Articles of Incorporation and By-Laws of Oak Run Homeowners Association, Inc., and Rules and Regulations provided thereunder, that lessee has read the same, agrees to be bound thereby, and that failure to comply with same may result in certain remedies being applicable to lessee, including without limitation termination of this lease, and personal liability of lessee for damages."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee,

guest or licensee of a Homesite occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and an agreement to be bound thereby and subject thereto.
No lease shall be for a term less than three (3) months. Owners wishing to lease their Homesites and Living Units may be required by Declarant to place in escrow with the Declarant
a sum as determined by the Declarant which may be used by the Declarant to repair any damage to the Common Areas and Recreational Areas or other portions of The Properties resulting from acts or omissions of tenants (as determined in the sole and absolute discretion ofthe Declarant). The Owner will be jointly and severally liable with the tenant to the Declarant for any amount in excess of such escrowed sum, if any,which is required by the Declarant to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the Declarant, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. The Declarant, at its option, shall be deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Declarant. The Declarant shall have the right to collect aftormeys' fees against any occupant or

tenant and the Owner in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this section.
Section 23. Fences. No fences shall be erected, constructed or placed on any Homesite.
Section 24. Gardens. No garden may be grown or cultivated on any Homesite except within Homesite's Private Use Area, not maintained by Declarant. Gardens are prohibited on Homesites.
Section 25. Hedges. Except as a portion of the exterior landscaping of any Homesite maintained by the Declarant, no hedges shall be grown or cultivated on any Homesite.
Section 26. Water Systems. The Declarant has entered into an exclusive franchise agreement with a utility company for the installation and operation of a central water and sewer system to serve all Homesites and Living Units in The Properties.
Section 27. Sprinkler Systems. No Owner shall, after closing on a Living Unit, modify any existing irrigation or sprinkler system.
Section 28. Cable Television. The Declarant shall have the exclusive right to furnish to all Owners within The Properties, television reception as the Declarant deems appropriate, including without limitation an exclusive closed circuit Oak Run television channel, and 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 Owner, may be levied as a special assessment by Declarant under Article XVI. Such easements as are necessary for the connection and maintenance of the television reception service, as provided for herein, are reserved unto the Declarant.
Section 29. Antenna. No radio, television nor any other exterior electronic or electrical equipment, antenna, aerial, satellite receiver of "dish" 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, subject to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees pursuant to Article VII, Section 2. This provision shail not
restrict the right of the Declarant at its election to install a master antenna, cable television and security system in Oak Run.
Section 30. Services and Fees. The Declarant shall have the exclusive right to furnish to all Owners in The Properties security services, recreational facility services, garbage and trash collection services, all as the Declarant deems appropriate, and to charge a reasonable fee for providing said services, the fee for which shall be included in the annual assessment.
Section 31. Mailboxes. No mailbox or paper box or other receptacle 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 said boxes or receptacles shall have been approved by the ARB, and said mailboxes shall contain only the name and address of the occupant of said lot. The replacement of all mailboxes and light posts must be of identical design as of that of the original. No Owner shall modify any Declarant-installed mailboxes or light posts without prior consent of the ARB. Nothing may be added or attached to the post structure or mailbox itself, including without limitation, flags, other signs, flowers, decorations, and license plates.

Section 32. Lighting. All exterior lighting on any Homesite or Living Unit must be designed and erected so as to avoid annoyance to any other Owner, and to minimize the adverse effect on the safety of the Owners of other Homesites in the subdivision. Pole lights will not be placed, located or permitted upon any Homesite. Coach lights may be mounted by an Owner on the exterior of the Owner's Living Unit, after receipt of approval as to the specifications and mounting plan by the ARB.

Section 33. Yard Lights. For security purposes, all Homesites in The Properties shall have an operable front yard lamp as specified as to form and materials by the ARB. Each Owner must at all times maintain said lamp in a working condition, and insure that this light remains on at all times during all hours of darkness, and pay for such electricity as is required to so provide such light, and to maintain and repair such light.

Section 34. Clotheslines. It is prohibited to hang and/or dust garments, rugs or any other materials from the windows, balconies or from the exterior of any Living Unit. Outside clotheslines or other exterior clothes drying facility is prohibited except one portable umbrella

type clothesline may be used if approved by the ARB. All clotheslines must be kept closed when not in use. Under all circumstances, all clotheslines must be located in the backyard, Private Use Area, and such clotheslines may be used until4:00 p.m. on weekdays only. Golf Course Homesites are subject to additional restrictions per Article X, Section 6.

Section 35. Outside Storage. Decorations and Ornaments. No items, articles decorations, ornamental statues, figures, lawn ornaments or other decorations of any kind, including without limitation items including garden tools, hoses, ladders, chairs and other items, shall be stored on, hung, or placed outside the Living Unit except as permitted in the confined areas reserved exclusively for Homeowner's use. No decorations may be affixed to the exterior of any Living Unit. The Owner may, however, have seasonal decorations, such as Christmas decorations, for periods not to exceed two weeks prior to, and one wek subsequent to, the holiday for which such decoration are applicable. Placement of any lattice or trellis is specifically prohibited from any location outside a Living Unit.

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

Section 37. Window and Air Conditioning Units. No window or wall air conditioning unit shall be permitted to be placed in a Living Unit. No Living Unit shall have aluminum foil placed in any window or glass door, or any reflective substance place on any glass, except as may be previously approved in writing by the ARB for the purposes of energy conservation.

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

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

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

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

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

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

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

Section 42. Boats and Lakes. No motorized boats may be used in the lakes located on The Properties, nor shall any boats be stored in the lakes or along the shoreline. No dock or

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

Section 43. Nuisances. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or

nuisance to the neighborhood, nor shall any disturbance be permitted which will interfere with the rights, comforts or convenience of other Owners and their guests, invitees or lessees. Owners shall be prohibited from doing anything or conducting any activity which would detract 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 Owner's Homesite for the cost of correcting the violation, as provided for in Article XVI hereof Declarant may, at the its sole discretion, determine whether a violation of this Section shall be referred to an appropriate governmental agency enforced by the Declarant as provided herein.

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

ARTICLE X

Golf Course Homesite

Section 1. Golf Course Easements. The Declarant or the homeowner shall grant to the Golf Club and the Golf Club Owner an easement or easements over and across the Common Areas (including, but not limited to, all Streets located in the Common Areas) for the purpose of providing access to, and facilitating the use of the Golf Club Facility.

Section 2. Consent to Golf Club & Facilities Activities. Declarant and the Owner of each Lot does hereby irrevocably consent to, grants permission to, and holds harmless the Golf Club Owner and its officers, agents, member and employees, the doing of every act necessary and incident to the playing of golf on the Golf Club Facilities adjacent to the Homesites and to permit the doing of every act necessary and incident to maintaining the Golf Club Facilities.

These acts shall include,but not be limited to, the flight of golf balls over and upon Homesites, the creation of the usual and normal noise level associated with the playing of the game of golf, the creation of the usual and common noise level associated with maintaining the Golf Club Facilities, the driving of machinery and equipment used in connection with maintaining the Golf Club Facilities over and upon the streets, the Common Areas and the Golf Club Facilities and Golf Club Easements, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the maintenance and operation of the Golf Club Facilities. Such noises may occur on or off the Golf Club Facilities, throughout the day from early morning until late evening.

Section 3. Golf Club Access Easement. A non-exclusive easement is hereby granted for ingress and egress over, across and through the streets to and from the Golf Club Facilities to the Golf Club Owner, and all members ofthe Golf Club, regardless of whether such members are also Owners. This easement shall also exist in favor of the officers, employces, agents, and invitees of the Golf Club Owner.

Section 4. Outside Displays. No Owner shall cause anything to be affixed or attached to. hung, displayed or placed on the exterior walls, doors, balconies or windows of his Homesite nor shall he place any equipment outside his Dwelling, without the proir written consent of the ARB. except that the consent of the ARB shall not be required with respect to the use of lawn furniture or barbecue grill in the Private Use Area of a Homesite.

Section 5. Golf Carts. No golf carts shall be placed or stored on any Homesite unless stored indoor from public view. No golf cart shall be operated, placed, parked or stored on any

portion of the Common Areas unless such area is specifically designated for the purpose of operating or parking a golf cart.

Section 6. Clotheslines. Clotheslines are not permitted on Golf Course Homesites.

Section 7. Golf Course Disclosure. The Buyer acknowledges and understands that Buyer's purchase of property pursuant to the Agreement shall not confer upon Buyer any rights of membership, use in, or any rights or privileges with respect to the use and enjoyment of any golf course properties or facilities located within the Oak Run development. Right to membership in and/or use of, such golf course and related facilities shall be conferred only by and within the sole and absolute discretion of the owner, lessee, or operator of said golf course and facilities, from time to time, pursuant to a separate application for membership or use, and pursuant to rules and regulations of the owner, lessee or operator of said golf course and/or facilities upon making application therefore. Buyer also acknowledges that the golf course and facilities may be conveyed to a third party in the future. The Golf Course Facilities are .not "Recreational Areas" or "Common Areas" as referred to in the Agreement or any documents

referred to therein or made a part thereof. Buyer shall have no express or implied easement in and to the golf course and its facilities, although certain easements appurtenant to, or related to, the golf course and its facilities may encumber or otherwise affect the property being purchased by Buyer pursuant to the Agreement.

ARTICLE XI
Assignment

All rights, powers, privileges and obligations reserved to and of the Declarant hereunder may be assigned by it in whole or in part at any time and from time to time including without limitation an assignment thereof to the Association and to the Architectural Review Board. A recorded assignment thereof shall entitle all third parties to deal with the assignee as the true and lawful holder, owner and obligee thereof.

ARTICLE XII
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 on the Common Areas and the Recreational Areas in the judgment of the Declarant and for purposes of properly insuring the Common Areas and Recreational Areas. The premiums for all insurance policies purchased by the Declarant shall be deemed to be general expenses for Oak Run and shall be paid by the Owners through the annual assessments against each Homesite.

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

Section 3. Common Area Taxes. The Declarant shall be responsible for paying all real property and personal property taxes assessed against the Common Areas and the Recreational Areas, and any personal property located thereon owned by the Declarant. Such taxes shall be deemed to be general expenses for Oak Run and shall be paid by the Owners through the Annual Assessment.

ARTICLE XIII
Additional Covenants and Restrictions

Except for the Declarant, 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 XIV
Amendment

Section 1. Amendments. The Declarant in its sole and absolute discretion shall have the right and power of amendment of this Declaration, and such amendment by the Declarant shall not require the joinder of Owners or mortgagees or the Association, or any 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 inconsistency between the provisions contained herein; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to The

Properties which do not unreasonably lower standards of the Covenants and Restrictions herein contained; and (c) to release any Homesite from any part of the Covenants and Restrictions which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 2. Amendment to Articles and By-Laws. The Articles of Incorporation and ByLaws of the Association may be amended in the manner so provided in such documents.

Section 3. Notice of Amendment. Recording of an amendment, properly made in accordance with the terms of Section 1 and Section 2 of this Article XIII shall be deemed notice

to all Owners of the terms thereof, and all Owners shall be bound by its terms.

Section 4. Amendment of Specific Provisions. The consent of holders of first mortgages on Homesites which have at least fifty-one percent (51%) of the votes of Homesites subject to first mortgages, shall be required to add or amend any material provisions of the Declaration, Articles of Incorporation and By-Laws which establish, provide for, govern or regulate any provisions which are for the express benefit of mortgage holders, first mortgage holders or the insurers or guarantors of first mortgages on Homesites.

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

ARTICLE XV

Termination of Declaration

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Declarant, the Association, and their respective legal representatives, heirs, successors and assigns until amended or modified according to the terms of Article XIV 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 the Association are allocated and the approval of holders of first mortgages on Homesites which have at least sixty-seven percent (67%) ofthe total votes of Homesites subject to first mortgages, shall be required to terminate the covenants and restrictions of the Declaration. Termination shall be accomplished in the same manner as set forth for amendment to the Declaration in Article XIV, except that the specific percentages herein shall apply.

ARTICLE XVI

Enforceability

Section 1. Parties Who May Seek Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Declaration, By-Laws, Articles of Incorporation, or any Rules and Regulations, it shall be lawful for the Declarant, (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such provisions; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations, or any other equitable relief. Should the Declarant be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment or special assessment including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof.

Section 2. Special Assessment. In addition to all other remedies provided in this Declaration, the Declarant, in its sole and absolute discretion, may levy a special assessment

upon an Owner for failure of the Owner, his family, guests, agents, lessees, licensees, invitees, tenants or employees, to comply with any provision in this Declaration or the Articles, By-Laws or any rules or regulations, including without limitation the rules and regulations of the Recreational Areas and the Common Areas and the failure to pay to or reimburse Declarant for any sums owed by Owner to Declarant under these Declarations, provided that the following procedures are followed:

(a) The Declarant shall notify the Owner of the infraction or infractions.

Except in the case of a violation for failure to pay to or reimburse Declarant for sums owing by Owner to Declarant, for which the special assessment may be levied after fifteen (15) days written notice delivered by Declarant to Owner, included in the notice shall be a date, time and

place where the Owner shall present evidence as to why the special assessment should not be imposed

(b) The details of the non-compliance shall be presented to the Declarant at the time and place provided in the notice described in subsection (a), supra, at which meeting a hearing shall be conducted for the purposes of obtaining evidence as to the levying of a special assessment, in the event that it is determined that a violation has occurred. A written decision of the Declarant shall be submitted to the Owner not later than thirty (30) days after the hearing. after which, if Declarant determines that a violation has occurred, a special assessment may be levied against the Owner by the Declarant.

(c) For each occurrence of a violation, the Declarant may impose a special assessment in any amount not in excess of $5,000.00 against the Owner of the Homesite in the event a violation is found.

(d) A special assessment as provided in this Article shall be due and owing not later than ten (10) days after the written decision as provided in subsection 2(b) above.

(e) Any special assessment levied in accordance with this Article may be enforced by the Declarant in the same manner as the enforcement of a regular annual assessment provided for in Article VI of this Declaration, including placing a lien on the Owner's Homesite and foreclosing same.

Section 3. Legal Proceedings for Violations. If any person shall violate or attempt to violate or in any way fail to abide by any of these Covenants and Restrictions, or any rules and regulations promulgated pursuant to these Covenants and Restrictions, it shall be lawful for the Declarant, or any other person(s) owning any Homesite in The Properties to conduct such legal proceedings as are available to enforce compliance therewith, to prevent further or continued violations, and to recover damages, attorneys' fees, court costs and litigation costs and expenses for such violations or attempted violations.

Section 4. Right to Enter & Levy Assessments. The Declarant, or its employees, agents or assigns, after giving an Owner reasonable notice and opportunity to cure a violation ofthese 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 Declarant may impose a special assessment pursuant to Article XVI in an amount to be determined in the sole and absolute discretion ofthe Declarant against any Owner who fails to abide by, or whose guests, invitees, licensees and tenants fail to abide by, any of these Covenants and Restrictions, or any rules and regulations promulgated hereunder.

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

ARTICLE XVII

Condemnation and Reconstruction and Repair After Casualty or Condemnation

Section 1. Declarant Agent in Condemnation Settlement. The Declarant shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Areas or Recreational Areas, or which touches upon, concerns or affects the use of the Common Areas or Recreational Areas; and the Declarant shall represent the Owners of Homesites and is hereby irrevocably appointed agent for each Owner of a Homesite in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas or Recreational Areas, or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas or

Recreational Areas by a condemning authority, all awards or proceeds of settlement shall be payable to the Declarant and it shall disburse such award or proceeds to the Owners of Homesites and their mortgagees as their interest may appear.

Section 2. Reconstruction or Repair of Common Areas. Any reconstruction or repair of the Common Areas or Recreational Areas as a result of casualty or condemnation must be substantially in accordance with the plans and specifications of the original Common Areas: or if not, then according to plans and specifications approved by the Declarant which shall be of similar kind and quality as the original plans and specifications.

Section 3. Repair or Replacement of Living Unit. Each Living Unit Owner shall be not required to reconstruct or repair any Living Unit destroyed by fire or other casualty, whether or such destruction shall have been an insured loss. If Owner fails to repair or reconstruct a damaged unit, the Declarant may, at its sole discretion, replace unit and charge Owner all costs of repair or replacement. The plans and specifications for the repair or reconstruction of such Living Unit must be approved by the ARB. Such costs for repair or replacement will become a lien on the Homesite and if not paid within fifteen (15) days, after written notice thereof is Owner's delivered Homesite to the Owner pursuant by Declarant, the Declarant may levy a special assessment upon such to Article XVI.

ARTICLE XVII

General Provisions

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

Section 2. Invalidation. The invalidation of any provisions of these Covenants and Restrictions, or this Declaration, byjudgment or court order shall not affect or modify any of the other provisions of said Covenants and Restrictions, which shall remain in full force and effect.

Section 3. Notices. Any notices required to be provided to any Owner or any other party the provisions of this Declaration shall be deemed to have been properly given on the date under known the notice has been deposited in the United States mail, postage prepaid, addressed to the last address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 4. Duration. The Covenants and Restrictions as provided for in this Declaration for The Properties shall run with the title to all of the land, tracts, parcels and Living Units described in Article II hereof, and will be binding upon the Owners of all Living Units and Homesites within The Properties, their successors and assigns in title until December 31, 2015. Thereafter, these protective Covenants and Restrictions shall automatically be renewed for successive periods of ten (10) years, and shall remain in full force and effect, unless specifically revised or modified as set forth in Article XIV hereof. Failure of the Declarant, Owners or the Association, or any other that may be formed to enforce any of these Covenants and Restrictions shall not nullify any ofthe Covenants and Restrictions, or in any way be interpreted as a waiver by the Declarant, Owners or Association, of the right to object to and enforce by proceeding at law or in equity against any person or persons violating or attempting to violate any of the Covenants and Restrictions contained within this Declaration.

Section 5. Validity. If any portion of this Declaration is declared unconstitutional or if the applicability of this Declaration against any person or in any circumstances is held invalid, the validity of the remainder of the Declaration shall not be affected thereby. If any word, sentence, phrase, clause, section or portion of such Covenants and Restrictions shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity ofthe remaining portions hereof.

IN WITNESS WHEREOF, the Declarant, Oak Run Associates, Ltd. a Florida Limited Partnership, the owner of those certain tracts of land which have been made subject to the provisions first above

of
written.
this Declaration, has caused this instrument to be executed as of the day and year
Signed, sealed and delivered
in our presence as witnesses:
Print Name:
OAK RUN ASSOCIATES, LTD., a
Florida Limited Partnership
By: Development & Construction
Corporation of America,
its General Partner
By:
Kulbir Ghumman,
Its President
Print Name:
STATE OF FLORIDA
COUNTY OF MARION
BEFORE ME, personally appeared KULBIR GHUMMAN, well known to me to be the person described in and who executed the foregoing instrument as President of Development & Construction Corporation of America, General Partner of Oak Run Associates, Ltd, a Florida Limited Partnership, named therein as owner of those certain tracts of land which have been platted as Oak Run, Linkside, and who executed the foregoing instrument as such officer in the name of and on behalf of said corporation for the purposes therein expressed.
WITNESS my hand and official seal in the County and State last aforesaid this day of 1996.
Notary Public, State of Florida Name:
(type or print)
My commission expires: Commission No:
Personally Known -OR- Produced Identification
Identification Produced

This instrument prepared by: Sandra Austin
Development & Construction
Corporation of America
8865 SW 104th Lane
Ocala, FL 34481