This Instrument Prepared By:
Carl A. Bertoch, Esquire
Carl A. Bertoch, P.A.
7655 W. Gulf to Lake Hwy., #13
Crystal River, FL 34429

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS ON REAL ESTATE FOR OAKWOOD VILLAGE

WHEREAS, MORRISON HOMES, INC., as successor by merger to GEORGE WIMPEY OF FLORIDA, INC., A FLORIDA CORPORATION, NOW KNOWN AS, MORRISON HOMES OF FLORIDA, INC., did cause to be recorded in Public Records of Citrus County, Florida, Declaration of Restrictions on Real Estate on or about May 4, 1989, and duly recorded in O.R. book 0815, pages 0282 through 0300 inclusive, along with a Declaration by Beverly Hills Development Corporation, a Florida corporation, which was recorded in O.R. book 0815, page 0301, and were subsequently amended by Amendment Declaration dated June 14, 1989 and duly Recorded in O.R. book 0819, pages 1344 through 1345 inclusive in the Public Records of Citrus County, Florida.

WHEREAS, Oakwood Village Homeowners Association, Inc., a Florida Corporation not for profit, was created to administer and enforce the provisions of said Declaration of Restrictions on Real Estate.

WHEREAS, control of Oakwood Village Homeowners Association, Inc., has been turned over to Class "A' membership, pursuant to the provisions of its Articles of Incorporation and Bylaws; and

WHEREAS, at a special meeting dully called by the members of the Oakwood Village Homeowners Association, in for the purpose of Amending and Restating the Declaration of Restrictions on Real Estate and said membership having the opportunity to review and consider the proposed Amended and Restatement of Declaration of Restrictions on Real Estate, adopted the Amended and Restated Declaration of Restrictions on Real Estate for Oakwood Village on the 4th day of November, 1999, and the Directors have been authorized to record the Amended and Restated Declaration of Restrictions on Real Estate in the Public Records of Citrus County, Florida.

WITNESSETH

NOW, THEREFORE, all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, liens, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the properties and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

THE PROPERTY CONSISTS OF OAKWOOD VILLAGE OF BEVERLY HILLS, PHASE ONE, according to the plat thereof recorded in Plat Book 14, page 10 to 14 inclusive, Public Records of Citrus County, Florida; and OAKWOOD VILLAGE OF BEVERLY HILLS, PHASE 2, according to the plat thereof recorded in Plat Book 14 pages 15 to 18 inclusive, Public Records of Citrus County, Florida.

Article I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Association" shall mean and refer to OAKWOOD VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

B. "Common Areas" shall mean all areas of the Properties owned by the Oakwood Village Homeowners' Association for the common use and enjoyment of the Owners not located within a numbered Lot or dedicated area.

C. "Developer" shall mean and refer to Morrison Homes, Inc., and its successors or assigns.

D. "Lot" or "Lots" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

E. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

G. "Properties" shall mean and refer to that certain real property hereinabove described.

Article II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right of easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(A) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of it's published rules and regulations.

(B) The right of the Association to dedicate or transfer all or any part of the Common Area to public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless any instrument signed by two-thirds (2/3) of the members in agreement to such dedication or transfer has been recorded.

Section 2. Owner's Use of Lot. Use of Lot shall be limited to residential purposes.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchaser who reside on the property.

Article III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Oakwood Village Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Article IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) assessments budgeted to pay expenses of, or dues owing to, the Oakwood Village Homeowners' Association. The annual and special assessments, together with interest, costs and reasonable Attorneys' fee shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, cost and reasonable Attorneys' fees, shall also be the personal obligation of the party owing the Lot when the assessment falls due. The personal obligation of the party owning the Lot when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties, including specifically, but not by way of limitation, improvement and maintenance of the Common Areas and any landscape buffer, the brick and masonry walls constructed on a portion of the perimeter of the subdivision, the recreational facilities, if any, subdivision lights and light fixtures other than those included within any Special Lighting Districts, and any landscape easements situated on the Properties, including mowing and trimming of grass and shrubs as necessary.

Section 3. Contributions to other non-profit organizations and contributions for maintaining property not owned by Oakwood Village Homeowners' Association may be approved , contribution by contribution, by a two--thirds (2/3) vote of the eligible members present or their proxies at a membership meeting with a quorum present when the membership has been given a thirty (30) day notice stating the purpose or purposes of said meeting.

Section 4. Maximum Annual Assessment.. The maximum annual assessment may be increased each year not more than five percent (5) above the maximum assessment for the previous year without a vote of the membership. Commencing January 1, 1990, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not in excess of the maximum

Section 5. Special Assessments for Capital Improvement or Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved

by two-thirds (2/3) of the members who are voting in person or by proxy at an Association meeting duly called for this purpose. A special assessment may also by the same procedures, be imposed to defray expenses which are of a nature so as not to be expected to occur each year including but not limited to, the cost of enforcing this Declaration.

Section 6. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies entitled to cast twenty percent (20%) of all the votes constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be seventy-five percent (75%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate of assessment for all Lots in November by the newly elected Board.

Section 8. Date of Commencement of Annual Assessments: Due Date. In November the Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance for each annual assessment period. The assessments provided herein shall be due on the first day of January in each calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be January 1 of each calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorneys' fee, including attorneys' fees for appellate proceedings.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, a licensed mortgage broker, and insurance company, trust company, savings bank, or credit union or the Federal National Mortgage Association or other similar quasi-public organization acting as a clearinghouse for brokered mortgages. A mortgagee in possession, a receiver, a purchaser at a foreclosure shall, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment equally divided among, payable by, and a lien against all Lots, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 11. Duty to Enforce. It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 12. Lot and Exterior Maintenance. In this event an Owner of any Lot in the Properties shall fail to maintain the premises, the improvements, retaining walls or fences situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clear, trim, maintain and restore the same and the exterior of the building and any other improvement erected thereon. The cost of such maintenance or restoration shall be added to and become part of the assessment to which such Lot or Lots is subject., which shall be due and payable thirty (30) days from the date said assessment is made. If said assessment is not paid when due and payable, interest shall be charged by the Association at the highest rate permitted by Florida law. The Association, through its agents and employees, after Board of Directors approval as hereinabove provided, shall have the right to enter any Lot to repair and maintain the properties and the improvements or the retaining walls or fences.

Article V
ARCHITECTURAL CONTROL

No building, fence, wall or other structures, other than those constructed by the Developer, shall be erected, placed or altered on any building Lot until the building plans, specifications, plot plan and landscape plan have been submitted in triplicate to the Architectural Review Committee for approval and approved by same. The Architectural Review Committees shall be appointed by the President with the approval of Developer and the Board. The Board of Directors has the authority to establish and collect a schedule of fines ranging from Ten Dollars ($10.00) to One Thousand Dollars ($1000.00) for various violations of Deed Restrictions. Further, the Board of Directors upon the recommendation of the Architectural Review Committee may require at the owners expense the removal or modification of any changes not approved by the Architectural Review Committee which are in violation of the Deed Restriction contained herein, including, but not limited to, fences, decks, auditions, pools and their cages, dwelling colors, and changes in the external appearance and/or structure of a dwelling. In the event that the said Architectural Review Committee or its successors or assigns fail to approve or disapprove of such building plans, specifications and plot plan within thirty (30) days after the same has been submitted to said Architectural Review Committee, such approval will not be required and this covenant will be deemed to have been fully complied with. Powers and duties of the Architectural Review Committee, its successors and/or assigns as herein set forth shall cease on or after December 31, 2019. Thereafter, the approval described in this Covenant shall not be required unless a written instrument shall have been executed by the then-record Owners of a majority of the Lots in said subdivision and duly recorded in the Public Records of Citrus County, Florida, appointing a representative or representatives who shall thereafter exercise the same power as above granted unto the Developer, its successors and/or assigns. In the alternative, this Declaration may be amended in the manner provided for in Article VIII extending the function of the Architectural Review Committee.

Article VI
USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling having a minimum, air conditioned living area of 1,000 square feet.

Section 2. Roofs. Flat, built-up roofs shall be permitted only over Florida rooms, porches or patios at the rear of the residence. Any roof changes are subject to the Architectural Review requirements.

Section 3. Building Location. A front setback line of 25 feet is required for all Lots. A rear setback

of 15 feet is required. A side setback of 7 ½ feet is required. A variance to the set backs for cul-de-sac Lots will be permitted by the Architectural Review Committee in such cases that a variance is proper or needed (as determined by the Architectural Review Committee) and so long as such variance does not violate Citrus County zoning or building regulations. The Architectural Review Committee may, in its sole discretion, impose more stringent requirements as to the location and positioning of any building. So long as not in violation of Citrus County zoning and building regulations, swimming pools may be located to within five (5) feet of rear lot lines.

Section 4. Common Area. The common area, including landscape easement areas, structures, signs, lights, recreational facilities, irrigation systems, retainage and drainage areas and any boundary line walls and fences erected for the benefit of the Association, are for the benefit and well-being of the owners and shall be retained and maintained at the direction of the Homeowners' Association. The Board of Directors of the Association, when necessary, shall publish rules and regulations pertaining to the uses, functions and activities for said Common Area.

Section 5. Signs. No-sign of any kind shall be displayed to public view on any Lot except one professional sign of the builder or contractor and one "For Sale" or "Open House" sign. In any event, no sign shall be larger than three (3) square feet. No banners, flyers, or similar items shall be allowed, except seasonal banners shall be permitted for decoration for a maximum of Ten (10) days. Notwithstanding the foregoing, the Developer shall be entitled to maintain banners during any time it keeps a model home on the Properties.

Section 6. Game and Play Structures. No basketball backboard and any other fixed game and play structures will be permitted without express approval by the Architectural Review Committee, and if approved they shall be located at the rear of the dwelling or on the inside portion of corner Lots within the setback lines. Tree House or Platforms of a like kind will not be constructed on any part of the Lots without prior approval of the Architectural Review Committee.

Section 7. Fences. No fence or fence walls shall be constructed, erected or maintained in front of any dwelling. Any fence or wall must, in the sole discretion of the Architectural Review Committee, be completely and aesthetically acceptable in design, materials and constructions. On corner Lots the building shall be deemed to have two front Lots Lines for the purpose of this Section 7 only. All fences must be chain link not to exceed a height of four (4) feet and must have the approval of the Architectural Review Committee. On Lots which abut or are adjacent to the perimeter wall of the subdivision, no other wall or fence structure shall be built parallel to said wall (regardless of the distance between brick wall and fence) and no other wall or fence structure shall be constructed perpendicular to or in any way adjacent to or leading to said wall which shall exceed a height of four (4) feet or any height which places the top of said wall or fence higher than the subdivision wall. The Board of Directors at their discretion may cause the removal any fence which was not approved by the Architectural Review Committee at the owners expense. Privacy screening including hedges shall not be more than six (6) feet high. This provision shall not effect any fence or wall that has been previously constructed and which existed as of the date of the recording of this Amended and Restated Declaration of Restrictions of Real Estate for Oakwood Village.

Section 8. Swimming Pools. Any swimming pool to be constructed upon any Lot shall be subject to review by the Architectural Review Committee. The design and construction must incorporate, at a minimum, the following:

A. The composition of the material must be thoroughly tested and accepted by the industry for such construction.

B. Any swimming pool constructed on any Lot shall have an elevation of the top of the pool not over

two (2) feet above the natural grade unless otherwise previously approved by the Architectural Review Committee. No above-ground pools are permitted.

C. Pool cages and screen enclosures must be of a design color and material approved by the Architectural Review Committee and shall be no higher then twelve (12) feet (measured from the pool deck) unless otherwise previously approved by the Architectural Review Committee.

D. Pool screening shall not extend beyond the sides of the house without prior express approval by the Architectural Review Committee.

Section 9. Color of Dwelling. The colors of paint used on the exterior on all new dwellings and in the repainting of existing dwellings must have the approval of the Architectural Review Committee and must be from the color chart book or tinted to the colors in the color chart book. Failure to obtain approval and/or using a color other than those in the color chart book may result in the Board of Directors ordering the repainting at the owners expense. Such expense would be a lien against the property until paid and as a lien it would cause interest to accrue at the highest level allowable under Florida law.

Section 10. Maintenance of Vacant Lots and Dwellings. Once a Lot has been sold by the Developer, the same, whether improved or not, shall be maintained in good appearance and free from overgrown weeds and from rubbish. In the event any Lot is not maintained, the Developer, its successors and/or assigns, including specifically the Association, shall have the right to enter upon the Lot for the purpose of cutting and removing such overgrown weeds and rubbish and the expense thereof shall be charged to and paid for by the Owner of such Lot. If not paid by said Owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a special assessment lien upon said Lot until paid, bearing interest at the highest lawful rate permitted by the Florida law until paid, and may be collected by an action to foreclose said lien or by an action at law, at the discretion of the Developer, its successors and/or assigns, including the Association, in the same manner as any other lien or action provided in this Declaration.

Section 11. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of sight from the street. There shall be no burning of trash or any other waste material.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Excessive noise from machinery, animals or amplified electronic signals between the hours of 10:00 p.m. and 7:00 a.m., is hereby declared to be such an offensive activity. There shall be no solicitations of any kind in the subdivision except by lawful permit obtained from the applicable governmental body.

Section 13. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporary or permanently; nor shall a temporary structure of any kind be used for storage, utility, tools, workshop or otherwise.

Section 14. Livestock and Poultry. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (but not to exceed two (2) pets which do not create a nuisance or health hazard may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennels or animal shelters shall be permitted. No pet or other animal shall be permitted to leave the Lot on which said pet resides unless on a leash and in control by its owner.

Section 15. Clotheslines, Solar Devices. No clotheslines or similar device shall be permitted to be erected on any Lot. Any solar panels or other devices for the collection of solar energy shall be placed, subject to the directional requirements of such devices, in a manner so as to be visible to the fewest number of adjoining Lots, and which will not be visible from the street. Any such device shall be subject to the Architectural Review requirements contained in Article V of the Declaration, and the Architectural Review Committee is authorized to prescribe the location, color and design of such device. The Architectural Review Committee may prescribe a standard design and color, or may prescribe a design and color which will best blend with the house on which the device is to be placed, or both, in its discretion. Whenever possible such devices shall be located to the rear of house and shall be mounted flat against the house roof.

Section 16. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. No boats, campers or recreational vehicles shall be allowed to be parked for over twenty-four (24) hours in front of the residence or on the side of the residence when said boat, camper or recreational vehicle can be seen from the street in front of said residence or, in the case of a corner Lot, from either street in front of said residence. All operative vehicles must be parked in the garage or driveway and not anywhere else on Lot. A vehicle shall not be allowed to remain parked on the street for a period of time exceeding four (4) hours. No additional outside parking area in addition to the driveways shall be permitted unless specifically approved by the Architectural Review Committee and only then if said additional parking area is in no way visible for the street or any adjoining Lot(s).

Section 17. Easements Easements for installation and maintenance of landscaping, utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the Developer and at this time a part of the public records of Citrus County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow or drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company, or the Association is responsible.

Section 18. Antennas, Satellite Receivers. The location of any satellite dish or antenna needs the approval of the Architectural Review Committee. No satellite dish may exceed one (1) meter in diameter.

Section 19. Landscape Buffer. Any area designated on the plat of the Properties as landscape buffer shall be maintained by the Association and kept in good condition.

Section 20. Lawn ornaments. The Board of Directors at their discretion may order the removal or relocating of front lawn ornaments and/or statuaries that are unsightly to neighbors.

Article VII
WAIVER OF MINOR VIOLATIONS

When building plans submitted to the Architectural Review Committee for approval or where a building has been erected or the construction thereof is substantially advanced and its construction would constitute a violation of the above Covenants or it is situated on any Lot in such a manner that the same constitutes a violation or violations of any of the above covenants, said Architectural Review Committee or the Developer, it successors and/or assigns, shall have the right to release such Lot or portions thereof from such part of the provisions any said covenants as are violated; provided, however that said Architectural Review Committee or Developer, its successors and/or assigns shall not release a violation of any of said covenants except as

to violations they, in their sole discretion, determine to be minor and the power to release any such Lot or portions thereof from such a violation or violations shall be dependent on a determination by them that such violation or violations are minor. Such release or releases shall in no way constitute a future waiver of such violation.

Article VIII
GENERAL PROVISIONS

Section 1. Term. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for four (4) successive periods of ten (10) years each.

Section 2. Amendments. In addition to any other manner herein provided for the amendment of this Declaration, the Covenants, Restrictions, Easements, charges and liens of this Declaration may be amended, changed, added to, derogated, or deleted from time to time upon the approval of a three-quarters (3/4) vote of a quorum of the membership in the Association at a regular or special meeting called for said purpose. As long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent to any such amendment must be obtained. As it pertains to setback lines from any front interior, rear or side lot line, the Developer specifically reserves unto itself and its successors and/or assigns the authority to change or waive said setback lines at any time prior to the construction of a residence dwelling, regardless of the number of Lots owned by it in said subdivision. Notwithstanding the foregoing provisions, as long as Developer is the Owner of any Lot within the Properties, Developer shall have the right, in its sole discretion, to amend this Declaration, without the Joinder or a vote of any other Owners, and each Owner and all subsequent grantees of any Lots grant to the Developer any powers of attorney necessary to effect any change, amendment or modification if deemed to be so required by the Developer, its successors and/or assigns.

Section 3. Enforcement. If any Owner or the heirs, personal representatives, successors or assigns of any Owner, violate or attempt to violate any provision contained herein, other Owners, the Association may prosecute any proceedings at law or in equity against the Owner violating or attempting to violate any such provision whether to prevent said Owner from so doing or to recover damages, including, but not limited to attorneys' fees incurred before or during trail and on appeal, or any other remedies which may be available.

Section 4. Notice to Lot Owners. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid to the address of the dwelling situated upon the Lot.

Section 5. Severability. Invalidation of any one of these Covenants or Restrictions or any part thereof by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect to the fullest extent possible.

Section 6. Developer's Rights. Notwithstanding provisions contained in the Declaration to the contrary, so long as construction and sale of Units by the Developer shall continue, and to the extent permitted under the ordinance, rules and regulations of Citrus County, Florida, it shall be expressly permissible for Developer to maintain and carry on upon portions of the Common Area, Lots owned or leased by Developer, and any clubhouse or community center owned by the Association, such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Developer shall have an easement for access to and use of such facilities.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 11th day of April, 2000.

OAKWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

By: Thomas D'Onofrio
President

Barbara Hinkle
Barbara Hinkle

Carl A Bertoch

STATE OF FLORIDA
COUNTY OF Citrus

I HEREBY CERTIFY that on this day personally ~~appeared before me~~, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas D'Onofrio as President, of OAKWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., ~~to me~~ well known to be the person described in and who executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal this 11th day of April, 2000.

Notary Public

CARL A. BERTOCH
COMMISSION # CC738630
EXPIRES JUL 07, 2002
BONDED THROUGH
ADVANTAGE NOTARY OF FLORIDA

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