

## OAK RIDGE PLACE HOMEOWNERS ASSOCIATION DECLARATION OF COVENANTS AND RESTRICTIONS

This DECLARATION of covenants and restrictions made the 26 day of June 2004, by John R. Desilets, hereinafter referred to as "Declarant".

### Article I - PURPOSE

Declarant, in order to provide for the preservation of the values, amenities, attractiveness and desirability of the real property described in Article II hereof, and in order to provide for the administration and maintenance of certain portions of said real property and for the enforcement of these covenants and restrictions, hereby declares that the real property declared in Article II hereof shall be held, used, transferred, sold and conveyed subject to the covenants and restrictions set forth herein.

### Article II - PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Existing Property.** This real property which is held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described as follows: **SEE ATTACHED EXHIBIT "A"**

**Section 2. Additional Property.** Additional units of OAK RIDGE PLACE, or other properties may become subject to this Declaration by other of the following, which shall not require the consent of the of owners within the Properties of the Board:

- A. Recordation of a document containing a legal description of the additional property, reference to the Official Records Book and Page numbers of this Declaration, and signatures of Declarant and additional property owner(s), if other than Declarant.
- B. Recordation of additional declarations as the Declarant and additional property owner(s), if other than Declarant, shall at their sole discretion deem appropriate.

This section shall not be deleted or changed without the written consent of the Declarant.

All rights resulting to the Members of OAK RIDGE PLACE HOMEOWNERS ASSOCIATION shall be uniform as between all properties subject to this Declaration.

### Article III - Definitions

- A. "Association" shall mean and refer to OAK RIDGE PLACE HOMEOWNERS ASSOCIATION Inc., its successors and assigns.
- B. "Board" shall mean and refer to the Board of Directors of the Oak Ridge Place Homeowners Association.
- C. "Bylaws" shall mean and refer to the Bylaws of the Association.
- D. "Committee" shall mean and refer to the Architectural Control Committee.
- E. "Common Area" shall mean and refer to any real property, easements, or facilities which the Association owns or maintains for the common use and enjoyment of the homeowners, including but not limited to roadway, drainage and landscape easements.
- F. "Declarant" shall mean and refer to John R. Desilets, his successors and assigns. The Declarant may not be replaced nor the definition thereof modified, by any action of the Board, Association or Owners.
- G. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time.
- H. "Lot" shall mean and refer to each parcel or tract of land located within the Properties upon which a dwelling may be constructed.

- I. "Member" shall mean and refer to any member of the OAK RIDGE PLACE HOMEOWNER'S ASSOCIATION, INC.
- J. "Owner" shall mean and refer to the recorded fee simple owner, whether one or more persons or entities of any lot which is a part of the Properties, but excluding those having an interest merely as security for the performance of obligation.
- K. "Properties" shall mean and refer to the real property described in Article II hereof.

#### Article IV – USE RESTRICTIONS

**Section 1. Land Use and Building Type.** No lot shall be used for except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed three stories in height at street grade, greenhouses, garages and structures customarily associated with single-family residential homes.

The floor area of the main structure, exclusive of porches, garages, and patios, shall not be less than 1250 square feet of heated and cooled area on houses with a minimum 1 car garage, or 1350 square feet of heated and cooled area on houses with no garage.

Plywood siding shall not be used as an exterior finish.

At least 40% of the front elevation shall be either real or simulated brick, stucco or decorative material approved by The Architectural Control Committee.

A storage building or workshop may be used only for private, noncommercial purposes. Any such detached building shall be subject to approval of the Committee.

The exterior construction material shall be approved by the committee. Pipes, wires, or other appurtenances underneath or adjoining a structure shall not be exposed and shall be encased or housed as part of the overall construction project.

When the construction of any building is once begun, work thereon shall proceed diligently and continuously until completion thereof and in any event shall not extend beyond one year from commencement thereof. The main residence and associated structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

**Section 2. Temporary Structures.** No structure of temporary character, including but not limited to mobile homes, travel trailers, motor homes, tents, boats, bomb shelters, shacks, garages, barns or other buildings, tool or storage sheds or any other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

**Section 3. Mail Boxes.** No mail box, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any lot unless and until the size, location and type of said boxes or receptacles shall have been approved by the Committee.

**Section 4. Air Conditioning and Heating Units.** All exterior heating and/or air-conditioning compressors and other machinery shall be located to the rear of side of the residence. No window air-conditioning or heating units shall be installed in any dwelling or in the front of any out building. Air-conditioning and heating equipment shall not be visible from any street.

**Section 5. Utility Connections, Antennas and Satellite Receiving Stations.** No owner shall construct, erect or maintain any external radio or television antennae, satellite receiving station or disc or other similar apparatus unless specifically approved by the Committee. Satellite receiving stations shall be placed or constructed to the side or rear of the residence; within the setback lines for the building structures and in no event shall be located closer to the roadway easement than the front of the residence. All connections for utilities to dwellings or other structures on the lots, including but not limited to water, sewage, electricity, telephone and television, shall be underground from the proper connecting points to the structure and in such a manner as to be acceptable to the governing utility authority and the Committee.

**Section 6. Garbage and Refuse Disposal.** Trash, garbage or other waste shall not be allowed to accumulate on the property and shall be kept in closed containers, which shall be maintained in a clean and sanitary condition. All containers shall be kept at the rear of the residence and in no event shall the same be visible from any street. Household garbage shall not be burned. "Back Door" garbage pickup shall be utilized if available.

**Section 7. Building Maintenance.** All owners shall maintain structures in good repair and keep the same safe, clean, orderly, and attractive in appearance at all times. The Committee shall be the judge as to whether the structures are safe, clean, orderly and attractive in appearance, and properly painted or preserved, and where the Committee notifies the particular owner in writing that said structure fails to meet acceptable standards, said owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Committee and that failing to remedy such condition, the owner or tenants hereby covenant and agree that the Association may, at its sole discretion, perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said structure up to acceptable standards. All such repairs and actions to be at the sole expense

of the owner. The cost of such repairs and actions shall be assessed against the lot upon which the repairs or action is performed, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the owner. It shall also constitute a lien against the lot and a personal obligation of the owner, and may be enforced and collected in the same manner as provided herein for the collection of delinquent assessments.

**Section 8. Property Maintenance.** All owners shall keep their lots mowed and maintained regularly. Where lots border on or contain ditches, ponds, drainage canals or swales, the owner of each lot shall keep that area including slopes, down to the edge of the water mowed and maintained regularly. Washouts or erosions on the lot shall be properly attended to and repaired by the respective lot owner. Trash, litter or other debris dumped upon any lot shall be promptly removed by the lot owner. The Committee shall be the judges as to whether the property is safe, clean, orderly, and attractive in appearance, and where the Committee determines that said property fails to meet acceptable standards then the Association may, at its sole discretion, perform such necessary maintenance but is not obligated to perform the same or take such actions as will bring the said property up to acceptable standards, all such actions to be at the sole expense of the lot owner. The cost of such actions shall be assessed against the lot upon which the action is performed and shall be due and payable within fifteen (15) days after written notice is sent to the owner. It shall also constitute a lien against the lot and a personal obligation of the owner, and may be enforced and collected in the same manner as provided herein for the collection of delinquent assessments.

**Section 9. Business or Commercial Activity.** No commercial business shall be allowed.

**Section 10. Dumping.** The property shall not be used as, maintained as, or allowed to become a dumping ground for scraps, litter, oil, leaves, limbs, discarded building materials, appliances, junk cars, rubbish or other debris.

**Section 11. Boats, Trailers, Campers and Inoperative Vehicles.** Nothing other than operative automobiles shall be parked in the front yard of the residence.

**Section 12. Storage of Personal Property.** All personal property kept on the premises shall be either kept and maintained in a proper storage facility, or shall be stored at the rear of the home. However, junk cars, old appliances, or the like shall not be kept anywhere on the property. Personal property shall be stored in a completely enclosed structure approved by the Committee. Among other remedies and after thirty (30) days notice to the lot owner the Association may come upon the lot to remove property being stored in violation of the provision, all at the expense for the lot owner, which expenses shall constitute a lien against said lot. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty days or longer, or does not have a current license tag, unless specifically approved by the Committee.

**Section 13. Vehicle Parking.** There shall be no on street parking whatsoever of any vehicles including but not limited to, boats, motor homes, automobiles, or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception.

**Section 14. Signs.** No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

**Section 15. Nuisance.** No noxious or offensive activities 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 or tend to damage or destroy either private or public property.

**Section 16. Livestock and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and further, provided that they are not allowed to wander or roam freely about the neighborhood. Any dog creating a nuisance in the neighborhood be it from excessive barking, chasing cars, chasing people, overturning containers, destroying property, or the like shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance. All pets must be maintained within an enclosed area and shall not be allowed to roam free.

**Section 17. Drying Areas.** No clothing, laundry, or wash shall be aired or dried on any portion of a lot in an area exposed to view from any street. In any event, drying shall be permitted only at the rear of the residence.

**Section 18. Modification of Common Areas.** No change or modification to any Common Area shall be made without the prior written approval of the Association.

## ARTICLE V – ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Membership.** The board shall, at its sole discretion, appoint or remove the members of the Architectural Control Committee. The Committee may designate a representative to act for it by executing an instrument to that effect. The Committee shall initially consist of John R. Desilets and Dan Evans. Upon the death, resignation, or removal of any member of the Committee, the Board shall appoint a successor Committee member. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

**Section 2. Purpose.** No building, fence, structure, alteration, addition, paving, culvert, culvert headwall, or improvement of any kind other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography as to aesthetic quality.

**Section 3. Approval Procedures.** The Committee's approval, disapproval or waiver as required in these covenants shall be in writing. Plans and specifications shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications as submitted and received, within thirty (30) days thereof, approval shall be deemed to have been given. However, approval of the plans and specifications not to conform with the covenants and restrictions contained herein shall not constitute a waiver unless specifically stated as a waiver in writing.

**Section 4. Plans and Specifications.** Plans and specifications submitted to the Committee shall be a duplicate of those upon which the building permit is obtained. Plans and specifications shall consist of not less than the following: (1) floor plans of all floors, foundation plans, section details, elevation drawings of all exterior walls, roof plans, deck or screen enclosures; (2) comprehensive color scheme designating the precise color of all exposed surfaces; (3) a site plan with building setbacks lines shown and showing location and orientation of all buildings, trees, mailboxes, fences, pool, septic tank, well, driveway and sidewalk locations and other structures and improvements proposed to be constructed on the lot; (4) specifications that the building materials that are to be utilized in the construction.

The Committee may disapprove a plan for lack of artistic quality. For example, the Committee may disapprove a plan because it is too square or "box-like", because the roof is too flat, because of color scheme, or for any other reason that the Committee in its sole discretion may deem appropriate.

## ARTICLE VI – "HOMEOWNERS" ASSOCIATION

**Section 1. General.** Declarant has deemed it desirable for the efficient preservation of the values and amenities in OAK RIDGE PLACE to create an agency to which should be delegated and assigned the powers and responsibilities of administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter established, and for the purpose of promoting the common interests of property owners in OAK RIDGE PLACE in general. Pursuant thereto, Declarant has caused to be incorporated under the laws of the State of Florida, as a non-profit corporation, OAK RIDGE HOMEOWNERS

Association, Inc., for the purpose of exercising the aforesaid powers and responsibilities. The Association shall have such powers and responsibilities in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws, and may include, but not limited to, maintenance of roads, easements and other common areas. The Association may engage in any other activity or assume any responsibilities that may be considered as a promoting the common interest of the OAK RIDGE PLACE residents.

**Section 2. Membership.** Each Owner shall be a member of the Association and shall abide by this Declaration, the Association's Articles, Bylaws, rules and regulations, and shall be liable for the payment of all assessments levied.

**Section 3. Voting Rights.** Members shall be entitled to one vote for each lot owned. When more than one person holds such interest in any lot, all such persons shall collectively be entitled to one vote per lot which vote shall be exercised as the among themselves determine. No member shall be entitled to vote unless such member has fully paid all assessments as provided herein as shown by the books of the Association.

**Section 4. Assessments.**

- A. Creation of Lien and Owner's Obligation.** Each owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay the Association annual assessment and special assessments to be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such

- assessment, together with such interest and costs of collection thereof as herein provided, shall also be the personal obligation of the person who is the record owner of such property at the time when the assessment becomes due.
- B. Purpose of Assessments.** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of OAK RIDGE PLACE and in particular for the improvement and maintenance of easements and common areas.
- C. Annual Assessments.** The annual assessment per lot for the calendar year shall be one hundred dollars (\$50.00) and shall be due and payable on or before March 1<sup>st</sup> of each year. The first annual assessment for the initial purchaser shall be prorated as of the date of closing. The annual assessment may be increased by the Board not to exceed ten percent (10%) over the assessment of the previous year. The Board shall provide written notice of any change in the amount or due date of the assessment at least thirty (30) days in advance of the such date due. Developer-owner lots shall be subject to that portion of the assessment representing maintenance costs only when more than 50 percent of the lots have been sold or deeded away by the developer and to that portion of the assessment representing the contributing to a reserve account when more than 75 percent of the lots have been sold or deeded away by the developer.
- D. Special Assessments.** In addition to the annual assessments authorized herein, the Association may levy a special assessment, in any assessment year for that year only, for the purpose of defraying, in whole or in part, the cost or any construction or reconstructions, unexpected repair or replacement of a capital improvement on the common areas, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting. The due date of any special assessment levied shall be fixed in the resolution authorizing such assessment.
- E. Change in Maximum Annual Assessment Increase.** The Association may change the maximum amount of the annual assessment increase fixed herein (10%), provided that such change shall be approved by two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.
- F. Quorum.** The quorum required for any action authorized by the Change in Maximum Annual Assessment Increase provision shall be as follows: At the first meeting called, as provided in those provisions, the presence at the meeting of members or of proxies, entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.
- G. Duties of the Board and the Association.** The Board shall cause to be prepared a roster of the properties and assessments applicable thereto, which roster shall be kept at principal address of the Association. The Association shall, upon request, furnish to any Owner liable for the payment of assessments, a certification in writing, signed by the appropriate officer of the Association, setting forth whether said assessments against the Owner's lot has been paid and the due date of the next assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- H. Rights of Declarant.** Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of annual assessments against lots owned by Declarant and held for sale in the normal course of business. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of or reimburse to the Association all expenses incurred by the Association, in performance of duties hereunder, in excess of the amount of assessments levied against owners other than Declarant; provided, however, that in no event shall Declarant be liable for payment of an amount to excess of the amount Declarant would be obligated to pay for lots owned at the time of the expense, if this exemption from payment of annual assessments had not been in effect.
- I. Effect of Nonpayment of Assessments.** If the assessments are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

- J. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

#### ARTICLE VII - JOINDER BY ASSOCIATION

The Association joins with the Declarant and agrees to accept all of the Association responsibilities that are described herein, including but not limited to maintenance of roads and other common improvements.

#### ARTICLE VIII - GENERAL PROVISIONS

**Section 1. Enforcement.** The Declarant, Association, or any owner shall have the right to enforce, by proceedings at law or in equity, these covenants and restrictions, seeking injunctive relief of damages or both. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such action shall be entitled to recover such costs and attorney's fees, including costs and fees upon appeal as are reasonable incurred in such action. There shall be no liability for the failure to enforce the terms of this Declaration.

**Section 2. Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions of these covenants or any previous covenants and restrictions, all of which shall remain in full force and effect.

**Section 3. Captions.** Paragraph titles or captions contained in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Declaration or the intent of any provision hereof.

**Section 4. Singular, Plural and Gender.** Whenever the singular numbers is used in this Declaration and when required by the context, the same shall include the plural; the masculine gender shall include the feminine and neuter gender and the word "person" shall include a corporation, firm, partnership or other form of Association.

**Section 5. Additional Covenants or Restrictions.** No property owner shall, without the prior written approval of the Declarant, impose any additional covenants or restrictions on any part of the land subject to this Declaration.

**Section 6. Notices.** 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 mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 7. Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities, as shown on the OAK RIDGE PLACE plats, shall be reserved upon a plat's recordation in the Official Records of Leon 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 said utilities, or which may obstruct, retard, or change the direction of the flow of water through 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 or utility company is responsible.

The Declarant reserves unto himself, his successors and assigns a perpetual, alienable and releasable easement and right on, over and under each lot to erect, maintain and use pipes, wires, cables, conduits, boxes, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community television service, gas, sewer, water drainage facilities, or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonably required for utility purposes. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any

licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

**Section 8. Duration of Covenants and Restrictions.** The covenants and restrictions in this Declaration shall perpetually run with and bind the land, and shall inure to the benefit of Declarants, Owners, and the Association, their respective legal representatives, heirs, successors and assigns, unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole, or in part.

**Section 9. Dedication of Common Area.** The Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any 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 an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to such dedication, sale or transfer. The Association may, at the sole discretion of the Board, accept maintenance of the drainage easements along rear and side property lines.

**Section 10. Declarants Developments Rights.** Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant or their contractors or subcontractors from doing or performing on all or any part of OAK RIDGE PLACE actually owned or controlled by Declarant or upon the common areas, whatever they determine to be reasonable, necessary or advisable in connection with the completion of the development of the property.

**Section 11. Amendment of the Covenants and Restrictions.**

- A. **By Declarant.** Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments as to any lot, including set back restrictions until two-thirds (2/3) of the lots have been sold, if the Declarant, in his sole judgment, determines such variance to be a minor or insubstantial violation. After two-thirds (2/3) of the lots have been sold the Committee shall be empowered to perform such actions.
- B. **By Owners.** This Declaration may be amended by the consent of the then owners of two-thirds (2/3) of all lots, with the exception of ARTICLES II and III which may not be amended by the Owners. The aforementioned consent of the owners may be evidenced by an amendment to this Declaration, signed by the required number of owners. Said amendment to this Declaration must be recorded in the Public Records of Leon County, Florida, changing said covenants and restrictions in whole, or in part.
- C. **Scriveners Errors and Immaterial Changes.** Scriveners errors or other immaterial changes may be made by Declarant alone until two-thirds (2/3) of the lots have been sold and by the Board thereafter and without the need of consent of the owners.
- D. **Effective Date of Amendments.** Any amendment to this Declaration shall become effective upon an Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Leon County, Florida.

**Section 12. Interpretation of Declaration.** The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

**Section 13. Developer Inaction.** The prevailing party in any litigation to require the developer to incorporate the association or to perform any other action or obligation imposed on the developer pursuant to the restrictive covenants shall be entitled to recover such costs and attorney's fees, including costs and fees upon appeal, as are reasonably incurred in such litigation or other action.

**Section 15. Conflicts.** In the case of conflict between these Covenants and the Laws of Leon County, Florida or the laws of any other Government body or agency, the Covenants shall not apply in regard to the area of conflict but shall continue to be in full force and effect in all other areas.

IN WITNESS WHEREOF, the undersigned, being the President of OAK RIDGE PLACE HOMEOWNERS ASSOCIATION, INC. has hereunto set his hand and official seal this 28 day of June, 2004.

OAK RIDGE PLACE HOMEOWNERS' ASSOCIATION, INC.

*John R. Desilets*  
JOHN R. DESILETS, PRESIDENT

WITNESSES:

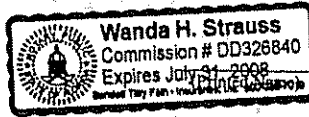
*Wanda H. Strauss*      *Wanda H. Strauss*      6/28/04  
SIGNATURE      PRINTED NAME      DATE

*[Signature]*      Angela Kalfas      6/28/04  
SIGNATURE      PRINTED NAME      DATE

State of Florida, County of Leon

The foregoing instrument was acknowledged before me this 28 day of June 2004, by John R. Desilets, who is personally known to me or who has produced a valid Florida driver's license as identification and did (did not) take an oath.

*Wanda H. Strauss*



IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereon set his hand official this 28 day of June 2004.

*John R. Desilets*  
JOHN R. DESILETS, DECLARANT

WITNESSES:

*Wanda H. Strauss*      *Wanda H. Strauss*      6/28/04  
SIGNATURE      PRINTED NAME      DATE

*[Signature]*      Angela J. Kalfas      6/28/04  
SIGNATURE      PRINTED NAME      DATE

State of Florida, County of Leon

The foregoing instrument was acknowledged before me this 28 day of June 2004, by John R. Desilets, who is personally known to me or who has produced a valid Florida driver's license as identification and did (did not) take an oath.

(Printed Name) *Wanda H. Strauss*