

**TO WHOM IT MAY CONCERN:**  
**THIS COPY OF THE**  
**OAKRIDGE DOCUMENTS**  
**IS PROVIDED**  
**FOR YOUR CONVENIENCE**  
**AND IS NOT CONSIDERED**  
**TO REPRESENT THE**  
**OFFICIAL DOCUMENTS OF THE**  
**OAKRIDGE PROPERTY OWNERS**  
**AND RECREATIONAL ASSOCIATION.**

**THE OFFICIAL DOCUMENTS**  
**ARE RECORDED ON THE**  
**CITRUS COUNTY CLERK OF THE**  
**COURTS' WEB SITE AND MAY**  
**BE ACCESSED BY USING**  
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AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Amended Declaration covering OAKRIDGE, a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 14, Pages 62-65, of the Public Records of Citrus County, Florida, together with any and all additional subdivisions which may be annexed from time to time by the OAKRIDGE ASSOCIATION as provided for hereinafter.

WHEREAS, OAKRIDGE PROPERTY OWNERS AND RECREATIONAL ASSOCIATION, INC., a Florida Corporation, not for profit, (hereinafter referred to as "Association"), owns lands lying and being situated in Citrus County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof, said real property be hereinafter referred to as the "Lands." From time to time, the Association may annex in whole, or in part, the Lands set forth in Exhibit "A" or other properties, at which time the Lands shall be subject to the terms and conditions of the Amended Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, a portion of said lands is known by official plat designation as:

OAKRIDGE, a subdivision of Citrus County, Florida according to the plat thereof recorded in Plat Book 14, pages 62-65, of the Public Records of Citrus County, Florida;

OAKRIDGE, PHASE II, a subdivision of Citrus County, Florida, according to the plat thereof recorded in Plat Book 15, pages 87-92 inclusive, of the Public Records of Citrus County, Florida.

WHEREAS, in addition to OAKRIDGE, in the event the remaining Lands described in Exhibit "A", or any portion thereof, or other properties, are annexed in whole, or in part, by the Association and become part of the Amended Declaration of Covenants, Conditions and Restrictions, it shall be done by way of amendment to this Amended Declaration of Covenants, Conditions and Restrictions, pursuant to Article XII, hereof, nothing herein to be construed as obligating the Association to annex any of the Lands set forth in Exhibit "A" hereto.

WHEREAS, pursuant to Article II, Section 4 of the Amended Declaration of Covenants, Conditions and Restrictions, the same may be amended at any duly called meeting at which a quorum is present by vote of two-thirds (2/3) of the voting **members** interest present in person or by proxy and  
*(Amended by Joinder March 23, 2005) (Amended March 20, 2012)*

WHEREAS, this instrument has been approved by and signed by two-thirds (2/3) of the lot Owners within OakRidge and OakRidge Phase II:

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, the Association hereby declares that all of the platted real property described above and each part hereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

## ARTICLE I

### Definitions

SECTION 1. Association. "Association" shall mean and refer to the OAKRIDGE PROPERTY OWNERS AND RECREATIONAL ASSOCIATION, INC., a Florida corporation, not for profit, its successors and assigns.

SECTION 2. Owners (s). "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot, or a residential unit, as hereinafter defined, which is a part of the hereinabove-described subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 3. Common Area (s). "Common Area(s)" as used herein shall mean any and all real property owned by the Association together with any areas wherein an easement(s) is granted to the Association for the maintenance of same, including but not limited to drainage and conservation easements and easements for entrance amenities and any and all improvements constructed thereof, for the common use and enjoyment of the Owners. The Common Area(s) to be owned by the Association at the time of conveyance of the first lot shall include the parcel described as follows:

*See Exhibit "A" Attached Hereto And By Reference Made A Part Hereof.*

Additional parcels may be added to the Common Area(s) from time to time by the inclusion of other specifically described parcels of real property as provided for hereinafter.

SECTION 4. Recreational Amenities. "Recreational Amenities" shall mean that portion of the Common Area(s) designated for recreational use. The recreational amenities found within the Plat of OAKRIDGE are for the use and benefit of all members of the Association and each such member shall be entitled to use such recreational facilities upon payment of such members of annual dues,

assessments, etc.

SECTION 5. Lot. “Lot” shall mean and refer to any residential lot as shown on the recorded subdivision plat as referred to above with the exception of the Common Area(s). The plat contains common area(s) and one hundred and ~~seventy eight (178) lots~~ **seventy seven lots.** *(Amended October 23, 2012)*

SECTION 6. Unit or Dwelling. “Unit” or “Dwelling” shall mean any residential structure located on a residential lot.

SECTION 7. Subdivision. “Subdivision” shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

SECTION 8. Maintenance. “Maintenance” shall mean the exercise of reasonable care to keep the Common Area(s), including but not limited to drainage and conservation easements, entrance features and the buildings, roads, landscaping, lighting and other related improvements and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. If determined to be necessary by the Association, through its Board of Directors, Maintenance shall further mean keeping those dedicated areas not part of the Common Area(s) clean and free of debris. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

ARTICLE II  
Property Rights

SECTION 1. Owner's Easements of Enjoyment. Every Owner of a residential lot or unit shall have a right and easement of enjoyment in and to the Common Area(s) which shall be appurtenant to and shall pass with the title to said residential lot or unit, subject to the following provisions:

A. Admission and Fees. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area(s);

B. Suspension of Voting Rights. The right of the Association to suspend the voting rights and right to use the facilities by an Owner, including, but not limited to, for the following reasons:

(1) a period during which any assessment against any lot(s) or unit(s) remains unpaid; or

(2) for any period not to exceed sixty (60) days, for any infraction by an Owner of the published rules and regulations of the Association;

C. Dedicate or Transfer Property. The right of the Association to dedicate or transfer all or any part of the Common Area(s) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument is signed by the Association. In the event the Association owns any property within the Subdivision or the property described in Exhibit "A" attached hereto, fifty-one percent (51%) of all the lot owners agreeing to such dedication or transfer has been recorded among

the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Citrus County, Florida, with formalities necessary for the recordation of a deed.

**SECTION 2. Other Easements.**

A. **Utilities.** Easements for installation and maintenance of utilities and drainage and conservation facilities are shown on the recorded subdivision plat. Within these easements, no structure, shrubbery, trees, bushes 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 damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot, if any, and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance, for which a public authority or utility company is responsible or the drainage and conservation easements to be maintained by the Association as required by governmental rules, regulations and requirements.

B. **Dwelling Units - Structure.** No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and rights-of-way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors and shall be open and accessible to the Association, its successors and assignees, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

**SECTION 3. No Partition.** There shall be no judicial partition of the

Common Area(s) nor shall the Association or any Owner or other person or entity acquiring any interest in the subdivision or any part hereof, seek judicial partition thereof.

SECTION 4. Amendments. This declaration may be amended at any duly called meeting at which a quorum is present by vote of two-thirds (2/3) of the voting interest **members** present in person or by proxy. *(Amended by Joinder March 23, 2005) (Amended March 20, 2012)*

### ARTICLE III

#### Member In-Association Voting Rights

SECTION 1. Membership. Every owner of a lot or a portion of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Each member shall be entitled to use the designated recreational areas subject to the members payment of all annual dues, assessments, etc. provided for herein.

SECTION 2. Voting Membership. Members shall be all Owners, who shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot and the vote must be cast by one of the Owners designated by the others to do so. Owners of portion(s) of a lot shall be entitled to a proportional vote thereof.

SECTION 3. Vote. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association,

shall be that number as set forth in the Articles of Incorporation and By-Laws of OAKRIDGE PROPERTY OWNERS AND RECREATIONAL ASSOCIATION, INC., as the same may be amended from time to time.

#### ARTICLE IV

##### Covenant for Maintenance Assessments

###### SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The Owner, for each lot or portion(s) of a lot owned hereby covenants, and each Owner of any lot or portion(s) of a lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

A. General assessments or charges, which may be levied annually, as determined by the Board of Directors; and *(Amended October 20, 2008)* **An additional assessment may be levied by the Board of Directors at a duly called meeting at which a quorum is present with the approval of the voting interest members present in person or by proxy. *(Amended March 20, 2012)***

B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;

C. The general and special assessments, together with interest, costs and reasonable attorneys' fees, 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 maximum interest allowed by law, applicable late charges as may be from time to time established by the Association, costs and

reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**SECTION 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to:

A. Promote the recreation, health, safety and welfare of the members of the Association who own property and reside in the subdivision;

B. Provide for the improvement and maintenance of the Common Area and, if determined to be necessary by the Association through its Board of Directors, the cleaning of, and debris removal from the dedicated areas;

C. The Board of Directors are hereby empowered to prepare and adopt an annual budget and based thereon to determine the amount of the general assessment, in carrying out the purposes for which the general assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time; and

D. The Association shall acquire and pay for, out of the funds derived from general assessments, certain items of service which may include, but may not be limited to, the following:

(1). Electricity, light bulbs, wiring and other necessary electrical utility service for the Common Area(s) and any improvements located thereof;

(2). Maintenance of the grounds for the Common Area(s), dedicated areas and any area or areas wherein, including, but not limited to sprinkler

system, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the dedicated areas not adjacent to a lot and in the Common Area(s) and the rights-of-way outside the Common Area(s) including but not limited to any main entrance-ways(s) to said subdivision;

(3). Carry and pay for public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-Laws hereto at a meeting duly called for the purpose of determining the annual assessments;

(4). Trash and garbage collection, sewer and water for the Common Area(s) and any and all improvements located thereof;

(5). Maintenance of drainage and conservation area(s) and facilities therein or thereon;

(6). Any and all legal fees, audit fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all material, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-Laws or which is necessary or proper in the opinion of the Board of Directors, for the benefit of the Owners or for the enforcement of these restrictions ;

(7). Any and all other purposes deemed necessary and proper upon a proper vote of **a majority of the members voting at a regular or special meeting of the membership (Amended March 20, 2012)** as set forth in the By-Laws at a meeting duly called, the Association may vote to establish an additional category

for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association; and

(8). Maintenance of the street lighting including but not limited to the payment of electric utility service obligations.

### SECTION 3. Special Assessments for Capital Improvements.

In addition to the general assessments authorized above, the Board of Directors 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(s), including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than the majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

### SECTION 4. Maximum General Assessment.

A. Until January 1 of the first year immediately following the conveyance of the first lot to an Owner, ~~the maximum yearly assessment per lot~~ general assessments or charges ~~shall may~~ be determined levied annually by the Board of Directors.

*(Amended October 20, 2008)*

B. From and after January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum general assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

C. From and after January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum general assessment may be increased above fifteen percent (15%) only by a vote of not less than two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

D. The Board of Directors may fix the general assessment at an amount not in excess of the maximums set forth hereinabove required for the purposes set forth in Article IV, Section 2.

E. For the purpose of assessing and paying of the Association Annual Dues, a lot or dwelling unit is defined as one (1) standard lot or ~~1/178th~~ **1/77th** of OakRidge. When a home is constructed on more than one (1) standard lot, i.e. one and one-half (1.5) lots, the owner(s) are liable for one and one-half (1.5) times the current, per lot, annual dues. If a home is constructed on two (2) standard lots, the owner(s) would be liable for two (2) times the current, per lot, annual dues. This definition is applicable to any lot, which is purchased and split, for whatever reason **(with the exception of reconfigured lot 6 and reconfigured lot 8)** and the owner(s) are liable as described in this article. *(Amended October 23, 2012)*

F. The process for collection of overdue Association Annual Dues shall be determined by *OakRidge Property Owners and Recreational Association Policies and Procedures for Collections of Overdue Assessments.* (Appendix A) *(Amended September 19, 2013)*

SECTION 5. Maintenance Contract. In regard to the obligation of the Association to maintain the premises as provided herein, the Association by and through its Board of Directors shall have the right and power to contract with a

maintenance company to carry out the obligations in regard to the maintenance as set forth hereinabove.

SECTION 6. Uniformity. Both general and special assessments must be fixed at a uniform rate for all lots, subject, however, to the provisions of Article IV, Section 8.

SECTION 7. Subordination of the Lien to Mortgages. **(Re-title Institutional or other Mortgages) (Amended March 20, 2012)** The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness. ~~An institutional first mortgage referred to herein shall be a mortgage upon a single lot or unit or portion of a lot originally granted to and owned by a bank, savings and loan association, intended to finance the purchase of a lot or unit or portion of lot or to refinance or secure a loan when the primary security for the same is the single lot or unit or portion of a lot involved.~~ **(Amended March 20, 2012)** Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a lot or unit or portion of a lot and obtain title to said lot or unit or portion of a lot secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter such institutional mortgagee shall hold title to said lot or unit or portion of a lot, the first mortgagee shall pay its share of the general and special assessments as provided for herein. The sale or transfer of any lot or unit or portion of a lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

**This section is subject to the Florida Statute Chapter 720 Homeowners Association requirements at the time any action is taken to satisfy the Owner's financial obligation. (Amended March 20, 2012)**

SECTION 8. Budget. The Association, subject to the maximum general assessments provided for herein, shall assess the members annually through its Board of Directors a sum sufficient to equal the annual budget adopted from year to

year by the Board of Directors and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document, save and except, that for the first year thereof, the assessment for each member shall be set forth by the Association in a budget approved by the Board of Directors and based on an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association property in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement and each and every assessment shall be payable to the Association, in advance in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-Laws of the Association. Each lot owner's share for the budget of the Association and/or any special assessment shall be the ratio of one (1) to the total number of lots platted (one hundred and seventy seven {177}) as of the day of assessment(s) of said budget and/or special assessment.

~~SECTION 9. Bulk Cable Television Services.~~

~~A. Participation~~

~~(1). All Homeowners in the Association shall be required to be participants in the Bulk Cable Television contract (herein after referred to as "the contract" in this article) until such time as the majority of homeowners determine such an agreement is no longer in effect. If such a determination is made, participation will conclude at the end of the contract period then in effect. Present homeowners who are not participants in the current contract will be grandfathered~~

~~in as “non-participants”. If any non-participant decides to participate in the contract at some future time, the grandfathered status shall be forfeited at that time and the homeowner shall become a participant. If a house is sold, changes ownership or is rented, all grandfathered status shall be forfeited.~~

~~B. Assessment of Cost for Services~~

~~(1). The cost of participation will be billed annually to the homeowner and sent with the homeowner’s annual assessment bill.~~

~~(2). Cost to each participant shall be determined by dividing the total cost of the contract, plus any prior year deficiencies, by the number of participants and rounding up to the next dollar.~~

~~C. Contract Oversight~~

~~1. The Board shall appoint an ad hoc committee annually to review the contract in effect at that time.~~

~~2. The ad hoc committee shall make a recommendation to the Board concerning the terms of the current contract or engaging in negotiations for a new contract.~~

~~3. If directed by the Board to do so, the ad hoc committee shall initiate negotiations with the current provider, as well as any other provider of service.~~

~~4. The Board shall present any change in the bulk cable television provider to the homeowners at a General Membership meeting, along with their recommendation. Determination of a change in the bulk television providers shall be made by a majority vote of the membership present or voting.~~

~~(Amended May 22, 2002) (Ratified May 25, 2005) (Amended March 20, 2012)~~

## ARTICLE V

### Exterior Maintenance

SECTION 1. Exterior Maintenance. Exterior Maintenance includes, but is not limited to repair and painting exterior of the home, mildew on the roof , weed and insect control, repair and painting of retaining walls as identified on the Owner's survey.

SECTION 2. Exterior Maintenance Cost. In the event a need exists for maintenance of a lot caused through the willful or negligent acts of its Owner, of the family, guests or invitees of the Owner of the lot needing such maintenance, the cost of such exterior maintenance shall be added to and become a part of the assessment to which said lot is subject. The Association may enter upon the lot when necessary ~~and with as little inconvenience to the Owners as possible~~ in connection with such maintenance care and preservation set forth hereinabove.

*(Amended March 20, 2012)*

## ARTICLE VI

### Use Restrictions

SECTION 1. The Subdivision shall be occupied and used only as follows:

1. Each unit shall be used as a residence for a single family and for no other purpose, specifically prohibiting the use of a residence for a care facility for compensation.
2. No business of any kind, to include nursing homes, adult

congregate living facilities, daycare operations, boarding and care of the elderly operations, etc. shall be conducted in any residence. This restriction does not prohibit a builder from constructing and maintaining a model home. **A business which is conducted within the confines of an owner's residence and which does not cause increased traffic, noise, have signage or cause any other problem is allowed.** *(Amended March 20, 2012)*

3. No noxious or offensive activity or nuisance shall be carried on, in or about any lot, unit or Common Area(s).

4. No sign, sales/promotional flag or display of any kind shall be displayed to public view on a lot, unit, **on a vehicle parked in an area where sign is visible** *(Amended March 20, 2012)* or in the Common Area(s) without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a lot or unit for sale or rent. The display of said signs shall be governed by the Association through its members as the Association's By-Laws shall permit.

5. Nothing shall be done or kept on a lot or on or about the Common Area(s) or drainage easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his /her lot or on the Common Area(s) which would result in the cancellation of insurance on any residence or on any part of the Common Area(s) or which would be in violation of any law.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Area(s); however, dogs, cats and other customarily kept house pets may be kept on lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes.

7. No rubbish, trash, garbage, grass clippings or other waste material shall be kept or permitted on any lot or the Common Area(s) or dedicated areas except in sanitary containers located in appropriate areas concealed from public view. Each Owner shall assure that any dedicated areas between his property lines(s) and a street and/or Common Area(s) shall be maintained and kept clean and free of grass clippings, waste material and other debris.

8. No outbuilding, tent, shack, shed, carport, trailer or temporary structure of any kind shall be permitted upon any lot or upon any of the Common Area(s) within the subdivision either temporarily or permanently.

9. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

10. There shall be a minimum setback for all residential dwellings as follows:

A. There shall be a thirty (30) foot setback from the front lot line to the building or any supporting structure.

B. The side lot line setback shall be five (5) feet from any structure and/or wing walls.

C. The setback from the rear of the lot shall be fifteen (15) feet from the dwelling unit. The rear setback for pools, pool decks and pool enclosures shall be ten (10) feet. In no case shall any structure be built on a utility or drainage easement.

D. Corner lot side yard setback, where one side is next to the street, shall be a minimum of twenty-five (25) feet from the lot line abutting the street. The Association, through its Board of Directors, shall have the right to grant variances to these setbacks to the extent that such setbacks comply with minimum County setbacks.

11. No building shall be erected, altered, placed or permitted to remain on any lot or building plot other than one detached single-family dwelling approved prior to erection by the Association in writing.

12. Other than the above-mentioned single-family dwelling, no building may be erected on any building plot without the prior written consent of the Association's Architectural Committee and no structure of a temporary nature or character shall be used as a residence.

13. **NO FENCES ARE ALLOWED ON ANY LOT-** All buildings and fences and concrete walkways placed on any part of the lots herein described shall be constructed thereon according to plans and specifications which have been approved by the Association's Architectural Committee in writing. **All references to fences anywhere in this document apply ONLY to enclosures of equipment or other items as required in these Covenants, ordinances specified by Citrus county or regulations specified by the state of Florida. (Amended March 20, 2012)**

14. No building or structure shall be moved onto any lot or parcel in the area covered by these restrictions, it being the intent of the imposition of these restrictions that any and all buildings or structures on any of the properties hereinbefore described shall be constructed thereon.

15. All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side of the lot and not displayed in any manner whatsoever, except

on regular days for collection of trash, garbage and rubbish, as provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in front of any dwelling. Each unit owner shall be required to contract for garbage pick-up with an independent garbage or public service, if one is then available to the subdivision and the unit owner.

16. No dwellings shall have a square footage of less than 1400 square feet, exclusive of screened areas, open porches, terraces, patios, private attached garages and servants quarters or rooms. Furthermore, the floor elevation for all residences shall be as recommended by the builder's engineer and as approved by Citrus County Building Development Services. **No slab shall be build below the crown of the road. (Amended March 20, 2012)**

17. No lot shall be used as a dumping ground for rubbish. All oil tanks, bottle gas tanks, soft water tanks and similar structures or installations shall be placed under the surface of the ground or in fenced-in or landscaped areas so as not to be visible from the street, and shall be kept in a clean and sanitary condition.

18. No above-the-ground swimming pools shall be installed on any of the lots in said Subdivision.

19. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. 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. 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, utilities company or the Association is responsible.

20. No lot shall be subdivided, or boundaries changed, except with the

~~written consent~~ **WRITTEN CONSENT OF THE ASSOCIATION**.of the Association.  
*(Amended March 20, 2012)*

21. Each Owner shall cause to be constructed and installed on his lot a concrete walkway which shall abut the public right-of-way and which shall run the length thereof. Said concrete walkway shall be not more, nor any less than four (4) feet, (except for Lots F-1, F-2, F-3, F-4 and F-5 on North Misty Oak Terrace and these walkways shall be three (3) feet in width) for the entire length of said lot along the public right-of-way and said concrete walkway shall be constructed and installed prior to the completion of any dwelling on any lot. Prior to construction, each Owner shall secure from Builder's Engineer the walkway elevations which the Owner must utilize in the construction of the walkway. Such concrete walkway to be constructed by each Lot Owner as provided herein shall constitute a perpetual easement in favor of all other Lot Owners over and across such concrete walkway.

22. All dwelling units shall have not less than a two-car attached garage and a concrete driveway.

23. Nothing shall be altered in, constructed on or removed from the Common Area or drainage and conservation area, except with the written consent of the Association.

24. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the Subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the lots or units and the Common Area(s), as set forth in the By-Laws of the Association.

25. No dwelling unit shall exceed one (1) story and not exceed twenty-five (25) feet in height from finished floor elevation to highest point of roof.

*(Previously amended May 8, 1997) (Ratified May 25, 2005)*

26. Each residence shall have sodded front, side and rear lawns, including easements and abutting rights-of-way with the sodding completed to the street and shall have shrubbery plantings of a value of not less than Fifteen Hundred Dollars (\$1500). All lots at time of certificate of occupancy shall have an automatic in ground irrigation system providing one hundred percent (100%) lot coverage, including swales. **This item is subject to: Florida Statute 720.3075 (4) Prohibited clauses in association documents “(4) Homeowners’ Association documents, including declaration of covenants, articles of incorporation, or bylaws, entered after October 1, 2001, may not prohibit any property owner from implementing Xeriscape or Florida-friendly landscape, as defined in s 373.185(1), on his or her land. All Xeriscape or Florida- friendly landscape plan must be submitted to and approved by the Architectural Review Committee prior to commencing any work.**  
*(Amended March 20, 2012)*

27. Lot owners shall keep their property in clean and presentable condition. Any property owner in OAKRIDGE, whether owners of vacant property or property with home must keep the property free of any refuse, trash or debris, and must mow the lot as many times as is required to keep it neat. Should an Owner fail in keeping the property in a clean and neat condition, after fifteen (15) days’ notice, the Association, or the proper county authorities, will have the right to enter upon the property, perform such mowing or trash removal as required and charge back to the lot owner all costs entailed for such services. Once billed, unpaid charges will become a lien on the property after sixty (60) days. Trash, garbage or other rubbish shall not be kept except in containers properly concealed from public view. Each lot Owner becomes responsible for items in this Paragraph from the date of closing for the purchase of the lot, or lot and home.

28. **Fencing made of wood shall be constructed not to exceed four**

~~(4) feet in height. Hurricane or cyclone type metal fences (chain link) shall not exceed four (4) feet in height. With the exception of retaining walls necessitating lot characteristics, no fencing, hedge or wall will be allowed in front of the front building line of any house, or outside of the side dwelling line of a corner lot line. All fences shall be erected so that the finished side faces the outside of the property line (i.e., the posts should not be visible to the outside). (Amended March 20, 2012)~~

~~No fences shall be allowed on any lot. Those lots having fences, as of the date of recording this Amendment shall be grandfathered in and no fence existing on such date shall be required to be removed. Exception to this restriction may be made, if the request is deemed to be of sufficient merit and is evaluated as meeting an identified need, as determined by a review and approval by the Board of Directors. (Amended October 22, 2001) (Ratified May 25, 2005) (Amended March 20, 2012)~~

~~No fences shall be allowed on any lot as of the date (April 14, 2003) of this recording and those having approved fences shall be grandfathered in. No approved fences existing on this date shall be required to be removed. This amendment is in effect as of the date of the recording of this General Membership Meeting April 14, 2003. (Amended April 14, 2003)~~ **Fences which were approved shall be allowed to remain. (Amended March 20, 2012)**

29. Replacement lanterns of front lawn post and garage lights for each residence shall: Conform to the style of original fixtures; be constructed of a material approved by the Architectural Review Committee and supply sufficient illumination to serve as the community street lighting. *(Amended October 22, 2001) (Ratified May 25, 2005) (Amended November 5, 2014).*

30. It is the intent of these Covenants, Conditions and Restrictions that in the event of a conflict between same and any covenant, condition or restriction of a governmental agency imposing similar covenants, conditions and restrictions

that the more strict or restrictive provisions shall apply.

31. If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons or the Association owning any real property situated in said development or subdivision herein to prosecute any proceedings at law or in equity against the person or persons violating the same.

32. Each member and member's tenants, guests, and invitees, are governed by and must comply with applicable chapters of the state statutes governing Homeowners Associations, the governing documents of the community and the rules of the Association. Actions at law or in equity, or both, to redress failure or refusal to comply with these provisions may be brought by the Association or by any member against the Association; a member; any director or officer of the Association who willfully and knowingly fails to comply with these provisions and any tenants, guests, or invitees occupying a parcel or using common areas.

*(Amended October 20, 2008)*

33. According to Florida Statute 720.305 (2) the Association may levy reasonable fines of up to \$100 per violation against any owner of a lot. A fine may be levied for each day of a continuing violation with a single notice and opportunity for hearing. The fine may not exceed \$3000 in the aggregate. The process for verifying and resolving covenant violations shall be determined by the OakRidge Property Owners and Recreational Association, Inc. "Covenant Violation Procedures, Appendix B." (Amended October 20, 2008) **(Amended April 11, 2017)**

34. The process for regulating the use of the OakRidge Clubhouse and facilities shall be determined by the OakRidge Property Owners and Recreational Association, Inc. Rules and Regulations for the use of Clubhouse Facilities (Appendix C)

*(Amended August 2009)*

## SECTION 2. Dispute Resolution

1. Disputes between an Association and a parcel owner regarding use of or changes to the parcel or the common areas and other covenant enforcement disputes, disputes regarding amendments to the Association documents, disputes regarding meetings of the Board and committees appointed by the Board, Membership Meetings not including election meetings, and access to the official records of the Association shall be filed with the Department of Business and Professional Regulation for mandatory mediation before the dispute is filed in court. Mediation proceedings must be conducted in accordance with these applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation.

2. If mediation is not successful in resolving all issues between the parties, the parties may file the unresolved dispute in a court of competent jurisdiction or elect to enter into binding or nonbinding arbitration pursuant to the procedures set forth in state statutes. *(Amended October 20, 2008)*

## ARTICLE VII

### Architectural Control

No building, fence, roof antenna, satellite dish larger than eighteen (18) inches in diameter, cable television facility, master television antenna facility or other structure or residential dwelling shall be commenced, erected, installed or maintained upon the property, nor shall any exterior addition to or change or alteration therein, be made until the plan (s) and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted by completing the *OakRidge New Residential Construction Architectural Review Form* or the *OakRidge Existing Residential Architectural Review Form For Any Exterior Additions,*

Alterations or Changes and approved, in writing, as to the harmony or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association in accordance with the By-Laws of this Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with. In addition to the guidelines set forth hereinabove, the guidelines to be followed by the committee in the exercise of its duties shall be as follows:  
*(Amended April 28, 2003) (Ratified May 25, 2005)*

1. Alterations, Additions and Improvements of Residences. No owner shall make any structural alteration, replace the roof or shall undertake any exterior paint ~~or painting of driveway~~, unless using original color or repair of, or addition to, his residence which would substantially alter the exterior appearance thereof submitted on the OakRidge Existing Residential Architectural Review Form For Any Exterior Additions, Alterations or Changes without prior written approval of the plans and specifications thereof by the Architectural Committee. The committee shall grant its approval only in the event that the proposed work shall benefit and enhance the entire subdivision in a manner consistent with the plans of the development thereof. *No driveway or sidewalk shall be painted. Any driveway painted prior to April 11, 2017 shall be grandfathered in. Driveways that have been grandfathered in must have the color approved by the Architectural Review Committee prior to repainting.* (Amended October 20, 2008) (Amended March 20, 2012). **(Amended April 11, 2017)**
2. Miscellaneous Additions and Alterations. No building, fence, wall or

other structure shall be erected or maintained on any lot within the subdivision, nor shall any exterior addition, including replanting, antennae, clothesline, or other external attachments be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same have been submitted to and approved, in writing, by the Architectural Committee as to the harmony of external design and location in the relation to surrounding structures and topography.

3. Damage and Destruction of Residences; Approval of Structural Variances.

Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The Architectural Committee approval shall result in a finished residence of exterior design harmonious with the other residences in the subdivision.

ARTICLE VIII

Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair the interior of his unit, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IX

Owners' Obligation to Rebuild

If all or any portion of a residential unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner or the Owners.

## ARTICLE X Other Restrictions

SECTION 1. Parking Restrictions. No Owner of a unit shall park, store, or keep any vehicle except wholly within the garage or on the concrete driveway, and no Owner shall park, store or keep any truck, camper, motor-home, boat trailer or aircraft, or any other vehicle other than a private passenger vehicle, on any uncovered parking driveway attached thereto. More specifically, no truck, camper, motor-home, boat, trailer, aircraft or any vehicle other than a private passenger vehicle, may be parked on the property other than within the garage. A motor-home or camper owned or rented by the resident may be temporarily parked on their concrete driveway for a period not to exceed twenty four (24) hours for the purpose of loading or unloading said camper or motor-home. *(Amended October 5, 1995)* In no event shall any truck larger than a three-quarter (3/4) ton pickup be parked, stored or kept in any parking garage or driveway incident thereto. No Owner of a unit shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle on any portion of any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No Owner shall park a vehicle on his parking garage driveway, attached to his unit, in such a manner that the vehicle extends into the street.

SECTION 2. Rental Restrictions. All residences in OakRidge shall be owner

occupied or occupied by members of the owners' family or vacant. No residence in OakRidge may be rented or leased except as set forth above. Those residences with rental contracts in place as of April 11, 2017 shall be entitled to continue such rental contracts through such rental contracts' initial expiration date, without renewal, provided that such residents/members verify the existence of current rental contracts by submitting the same to the Board of Directors of the Association prior to May 15, 2017. (October 8, 1998) (Ratified May 25, 2005) (Amended April 11, 2017)

## ARTICLE XI

### General Provisions

SECTION 1. Enforcement. The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the party enforcing same, shall be entitled to recover attorneys' fees whether incurred prior to litigation, for trial or appeal. Failure by the Association or by any Owner shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with the land for a term of twenty-five (25) years from the date that the Declaration is recorded.

SECTION 4. Amendments. This Declaration may be amended by an instrument approved at any duly called meeting at which a quorum is present by

a vote of two thirds (2/3) of the voting interest present in person or by proxy. Further, the Association shall have the right to amend this Declaration and to clarify any ambiguities or conflicts herein. *(Amended by Joinder March 23, 2005)*

SECTION 5. Impact Fees. Each Owner shall be obligated to pay any such impact or connection fee(s) imposed by the public or quasi-public entity, having jurisdiction thereof.

SECTION 6. Withdrawal of Property. Any property that at any time may be submitted pursuant to the terms of the Declaration or any amendments thereto, may be withdrawn therefrom by the Association during the time that it owns such property provided that such withdrawal shall not isolate any lands remaining subject to this Declaration or amendments thereto.

## ARTICLE XII

### Annexation

The Association may be permitted to annex any additional residential property and Common Area from the additional lands within the area designated in Exhibit "A" attached hereto, or other adjoining property, in whole or in part, within fifteen (15) years of the date of the recordation of this instrument. The additional lands described in Exhibit "A" or other adjoining property, shall become subject to the provisions of the Articles of Incorporation; Amended Declaration of Covenants, Conditions and Restrictions; and the By-Laws upon the filing of any amendment to the Amended Declaration of Covenants, Conditions and Restrictions in the public records of Citrus County, Florida which said amendment shall be properly executed and acknowledged. The amendment may contain such complementary additions and/or modifications of the Amended Covenants of this Declaration as may be determined by the Association provided such additions and/or modifications are not

substantially inconsistent with the Declaration. The additional properties referred to in Exhibit "A" or other adjoining property shall not be subject to the terms and conditions of the Amended Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to the Amended Declaration of Covenants, Conditions and Restrictions is/are recorded among the public records of Citrus County, Florida, from time to time.

#### **ADDENDUM TO COVENANT CHANGES**

##### **a. 7) Article VI Use Restrictions Section 1**

**Combine Article 28 with Article 13 and eliminate Article 28 and replace with New Article 13.**

**New Article 13. NO FENCES ARE ALLOWED ON ANY LOT except for enclosing equipment. all references to fences anywhere in this document apply only to enclosure of equipment or items as required in these Covenants, ordinances specified by Citrus County or regulations specified by the state of Florida. All building and fences and concrete walkways placed on any part of the lots herein described shall be constructed thereon according to plans and specifications which have been approved by the Association's Architectural Committee in writing. Fencing shall be constructed not to exceed four (4) feet in height. With the exception of retaining walls necessitated by lot characteristics, no fencing hedge or wall will be allowed in front of the front building line of any house, or outside dwelling line of a corner lot line. All Fences shall be erected so the finished side face the outside of the property line (i.e. the posts should not be visible to the outside.**

***(Amended March 20, 2012)***

**IN WITNESS WHEREOF, the undersigned, being the Association herein, has hereto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.**

**OAKRIDGE PROPERTY OWNERS AND RECREATIONAL ASSOCIATION, INC.**

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Notary Public

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ who has produced  
\_\_\_\_\_ as identification.