

**OAKBROOK PROPERTY OWNERS'  
ASSOCIATION, INC.**

**SECOND AMENDED RULES AND  
REGULATIONS**

**(As Approved October 13, 2022)**

OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.  
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## **SECOND AMENDED RULES & REGULATIONS**

In addition to the provisions of the Declaration of Covenants, Conditions and Restrictions ("the Restrictions") the Articles of Incorporation and By-Laws of OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC. ("the Association"), including any and all amendments then in effect, the following amended rules and regulations ("Rules and Regulations"), together with such additional Rules and Regulations as may be adopted hereinafter from time to time by the Board of Directors of the Association ("Board") shall govern the use of Lots, the Common Area, and the conduct of all residents thereof whether the same are Lot Owners, or guests or tenants of a Lot Owner, and shall include the guests or tenants of Lot Owners. Capitalized terms set forth herein shall have the definitions as set forth in the Restrictions.

Adopted and Approved by the Board this 13<sup>th</sup> day of October, 2022.

### **GENERAL RULES AND REGULATIONS**

1. **PARKING**: Parking is not permitted on the street or grass. There is no parking on the grass or lawn of the Association clubhouse or on the street bordering the Clubhouse for any event overflow parking whatsoever. Violators of the Clubhouse parking rules may be subject to having their vehicles towed at the owner's expense. Parking in front of the Clubhouse is reserved for the Clubhouse (including Owners who have rented the Clubhouse), Tennis Courts, and Pool. In no instance will overnight parking at the Clubhouse be allowed unless previously authorized in writing by the Board for emergency situations only. In such instances, the Association will assume no liability for any damages to vehicles.

All vehicles parked in driveways must be kept in operating condition and have a current license tag. No RV's, campers, motor homes, boats, trailers, or other such vehicles shall be parked in driveways; these vehicles may be kept on a lot if completely inside a garage or, in the case of a boat and trailer, completely screened by a fence. No vehicle bearing any commercial signs may be kept in a driveway; these vehicles may be kept on a Lot if completely inside a garage.

No unregistered or uninsured vehicles of any kind shall be allowed within the Property, with the exception of golf carts operated by a licensed driver who possesses a valid driver's license, may be operated on any street or right-of-way except for equipment necessary to maintain real property, such as riding lawnmowers. "Golf carts" are defined as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour (St. Johns County Ordinance 2018-42, Section 3.I. or other such St. Johns County Ordinance as may be enacted from time to time). If a golf cart is driven between sunset and sunrise, such golf cart MUST BE EQUIPPED with headlights, brake lights, turn signals, and a windshield (St. Johns County Ordinance 2018-42, Section 6.F. or other such St. Johns County Ordinance as may be enacted from time to time). Low speed vehicles are often confused and interpreted as "golf carts". Low-speed vehicles, mini trucks or other similar vehicles ARE PROHIBITED from being driven on Association Property. "Low-speed vehicles" is defined as any four-wheeled vehicle whose top speed is greater than twenty (20) miles per hour but not greater than twenty-five (25) miles per hour, including but not limited to,

neighborhood electric vehicles (St. Johns County Ordinance 2018-42, Section 3.J. or other such St. Johns County Ordinance as may be enacted from time to time). “Mini truck” is defined as any four-wheeled, reduced-dimension truck that does not have National Highway Traffic Safety Administration truck classification, with a top speed of fifty-five (55) miles per hour, and which is equipped with headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, parking brakes, rear view mirrors, windshields, and seat belts (St. Johns County Ordinance 2018-42, Section 3.K. or other such St. Johns County Ordinance as may be enacted from time to time).

Vehicles bearing no commercial signs but deemed a commercial vehicle due to facts and circumstances regarding such vehicle and at the sole discretion of the Board or its Code Enforcement Committee will NOT be allowed to be parked on any Lot unless that vehicle is kept completely inside a garage.

(Restrictions: Article II, Sections 4.07, 4.08, and 4.09)

2. **VEHICLE SAFETY**: All motor vehicles shall be operated on streets within Oakbrook with regard for the safety of persons and property. Posted speed limits and all vehicle laws of the State of Florida **must** be observed.
3. **LAWNS AND IMPROVEMENTS**: All Lots, with the exception of undeveloped Lots, shall be sodded with grass from the structure to the paved street in the front and to the lot lines on either side of the Lot or landscaped in accordance with Florida-friendly landscaping guidelines (FL Statutes §373.185 and §720.3075(4)(a), as amended from time to time and as approved by the Architectural Design Committee (“Committee”). No house, driveway, mailbox, lawn, fence, hedge, tree or landscaping feature on any Lot shall be allowed to become obnoxious, overgrown, or unsightly in the sole reasonable judgment of the Association or duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature becomes obnoxious, overgrown, or unsightly, the Association or its management company shall have the right to cut, trim, or maintain that lawn, fence, hedge, tree or landscaping feature and to charge the Lot Owner or lessee of the Lot a reasonable sum for such maintenance. No sheds of any sort, whether connected to the ground or not, shall be permitted on any Lot. ADC, at its sole discretion, may require additional detailed plans or renderings in order to properly ascertain approval or disapproval of any given project or improvement. In performing this duty, the Association or its management company shall not be deemed guilty of trespassing. (Restrictions: Article II, Sections 3.06 and 4.14). The Architectural Design Committee Guidelines are attached hereto as Exhibit A.
4. **DEER BARRIERS**: Installation of black or green mesh, mesh tubing, or plastic tree guards to protect trees on any Lot must first be approved by the Committee regarding such feature and the Committee’s decision regarding this feature shall be final. Any such approval by the Committee should be harmonious and in keeping with the aesthetics of the Association. See Exhibit E in these Rules and Regulations for examples of approved barriers. The Deer Barriers Policy and Examples are attached hereto as Exhibit D.
5. **PROPANE GAS TANKS**: No propane gas tank may be placed in the front or on the sides of any house without approval from the Committee. Inflammable, combustible, and explosive fluids, chemicals, or other substances shall not be kept upon any Lot except those sold and required for normal household use.

6. **SIGNS:** No sign of any kind shall be displayed on any Lot except one plate bearing the Owner's name and number of residence, one "For Sale" sign, and up to two signs advertising that the premises are protected by a security system. The Sign Policy is attached hereto as Exhibit H. "For Sale" signs must meet the following specifications:

Double-sided three-quarter-inch plywood with measurements of 12 inches by 9 inches, painted "Oakbrook green" (forest green) and metallic gold lettering on both sides. The sign wording is as follows:

Line 1: "FOR SALE"

Line 2: (Realtor Name [lettering must be same size as realtor company] or Owner Name)

Line 3: (Realtor Company [lettering must be same size as realtor name])

Line 4: (Phone Number)

The sign is to be placed upon an L-shaped 4-foot by 4-foot wood post which is also to be painted the same "Oakbrook green" as the sign or a 4-foot black wrought iron L-shaped post. A small information box may be placed upon the post beneath the "For Sale" sign.

A special consideration will be given for non-standard signs when a real estate agent is having an "Open House" event. During the hours of the "Open House" **and** while the realtor is present, one non-standard sign may be placed on the lawn of the open house and one non-standard sign may be placed at the entrance area of Oakbrook for directional purposes. "Entrance Area" is defined as the area immediately outside the entrance security gate and guardhouse but not within any flower beds or mulched area and specifically excludes the Clubhouse lawn. All non-standard "Open House" signs **must be** removed by the realtor when leaving Oakbrook. If any non-standard sign is left behind by any realtor or any other individual on any given day, it will be considered "abandoned property" and disposed of accordingly.

Additional signage for informational, instructional, or other purposes, with various dimensions, may be permitted to be placed on any Common Property as approved by the Board at a duly noticed meeting or as required by any Association governing documents or any other local, state or federal governmental authority.

No flag with the exception of a United States of America flag, a State of Florida flag, a United States branch of military service flag, an MIA/POW flag, seasonal flags, and/or sporting team's flags will be allowed to be displayed on any Lot, including vehicles parked at that Lot. All approved flags within this section must be displayed with the proper respect and etiquette deserving of those flags in accordance with and in compliance with Florida Statute §720.304(2)(a), as amended from time to time.

Additionally, family celebratory flags/banners will be allowed to be displayed on any Lot for no more than two (2) weeks.

7. **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 provided they are maintained in a clean and sanitary condition and kept within the Owner's Parcel. Pets must be on a leash and never allowed to run

freely when outside of the perimeters of the Pet-Owner's Lot. No Owner, tenant, guest, invitee, or other person who owns a pet, whether on a leash or not, shall allow their pets to trespass on any other Lot Owner's Parcel. Any Owner of a pet shall be responsible to clean up after their pet (including but not limited to neighbor's yards, Clubhouse lawn, pool area, playground area, ballpark, undeveloped lots, etc.). Pets are not allowed in the Common Areas such as the ballpark, playground, tennis courts, Clubhouse, and fenced pool area, including pool (See St. Johns County Ordinances No. 2017-36 and 2001-19 and Section 454.1.2.3.5, Florida Building Code, as amended from time to time).

8. NOISE OR OTHER NUISANCE: Owners and occupants of Lots shall exercise extreme care to regulate the use and occupancy of their Lots, to minimize noise and to use musical instruments, radios, television sets, amplifiers or other loudspeaker devices and power tools and other equipment, so as not to disturb any other persons occupying other Lots within the Property. Lot Owners shall neither use nor permit the use of their Lots or their Property in any manner which will be disturbing or be a nuisance to other Owners, or in any way be injurious to the general reputation of the neighborhood or other Lot Owners. (Restrictions: Article II, Section 4.01)
9. USE OF COMMON AREAS: The Common Areas shall not be obstructed, littered, defaced or misused in any manner. The Common Areas shall only be used in such a manner as to respect the rights and safety of others, and for the purposes intended and in accordance with the Restrictions, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. The Clubhouse Rules and Guidelines are attached hereto as Exhibit B.

There is **NO DRIVING** of any motorized vehicles on the playground or ballpark areas.

The Clubhouse dumpster is for Clubhouse use **only** and is not to be used by any Member, tenant, guest, or invitee for discarding of their personal household trash or other waste.

10. UNSIGHTLY LOTS: No Lot shall be used or maintained as a dumping ground or storage area for rubbish, trash, garbage, derelict vehicles or fixtures, or other waste items. Items that could be deemed to render the Lot unsightly must be removed or stored in sanitary containers which shall be maintained in a clean and sanitary condition and contained within an enclosed structure as approved by the Committee. No receptacle will be allowed to remain in the front of the house nor will any receptacle be allowed to remain at the street for more than twenty-four (24) hours after the actual St. Johns County pickup of such garbage and/or trash. All Lot Owners will be required to immediately pick up any discarded garbage and/or trash left behind, intentionally or otherwise, whether due to human or animal error, invasion, or vandalism. (Restrictions: Article II, Section 4.06)
11. PLANTING OR OTHER OBSTRUCTIONS IN SWALE OR OTHER DRAINAGE AREAS: No Lot Owner is permitted to plant any plant, shrub, tree, or other item of like kind in the swale area or other drainage areas nor may any Lot Owner construct or cause to be constructed any obstruction of any kind within any swale area or other drainage area that will restrict or alter the designed draining of the natural flow of water. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of the natural flow of water or otherwise cause undue hardship to any adjoining property. (Restrictions: Article II, Sections 8.01 and 8.02). Drainage culverts must be maintained by the homeowner with an opening diameter of at least 3/4 in size of the original culvert diameter in order to sustain adequate drainage and water flow.

12. TENANTS OF OWNERS: All Owners or their rental agents are required to submit to the Association a rental registration form. All tenants must also comply with all other Rules and Regulations and deed restrictions established by Oakbrook Property Owners' Association, Inc., including all requirements as specified within Article II, Section 1.02 of the Declaration of Covenants, Conditions, and Restrictions, as amended from time to time. The Rental Review Procedures and Guidelines are attached hereto as Exhibit G.
13. GARBAGE AND TRASH RECEPTACLES: All Lot Owners may store their garbage and/or trash receptacles either in the garage, on the side of the house, or at the rear of the house. If stored on the side or at the rear of the house, the receptacles must be maintained behind an enclosure in a manner so that they are not visible from any road, street or other Lot, and kept in a neat and orderly fashion. Such enclosure must be approved by the Committee. No receptacle will be allowed to remain in the front of a house. Nor will any receptacle be allowed to remain at the street for more than 24 hours after actual St. Johns County pickup of such garbage and/or trash. All Lot Owners will be required to immediately pick up any discarded garbage and/or trash left behind, intentionally or otherwise, whether due to human or animal error, invasion, or vandalism. (Restrictions: Article II, Section 4.06)
14. IN-HOME BUSINESS: An In-Home Business Agreement is attached hereto as Exhibit E.
15. POOL: The Pool Rules and Guidelines are attached hereto as Exhibit F.
16. PARAGRAPH TITLES: The paragraph titles are inserted only as a matter of convenience and for reference, and in no way limits the scope or content of these Amended Rules and Regulations, the Deed Restrictions, Articles of Incorporation, or By-Laws. The rules and regulations contained herein are not all-inclusive of all restrictions, requirements, or regulations within the Oakbrook Community.
17. INVALIDITY: If any of these Rules or Regulations, or part thereof, shall be adjudged invalid, the same shall not affect the validity of any other Rules or Regulations or part thereof.
18. COMPLIANCE: Each Member, tenant, guest, or invitee of the Lot Owner Member shall comply with and abide by all the above Rules and Regulations and any restrictions set forth in the Restrictions and in the By-Laws of the Association, and also such amended Rules and Regulations as may hereinafter be adopted from time to time by the Board. Additionally, the Board reserves the right to change or revoke the existing Rules and Regulations to make such additional Rules and Regulations from time to time, as in its discretion shall be deemed necessary or desirable for the safety and protection of the Property, the Lots and the Lot Owners, their, tenants, guests, and invitees; provided, however, that there will be no Rules or Regulations in force which will prohibit or abridge any rights granted by local, state or federal law.
19. DRONES: Drones, as defined by Section 934.50(2)(a), Florida Statutes, as amended from time to time, and other remotely controlled flying devices (collectively "Drones") are prohibited from being operated over, on or in any portion of the Community, except within the limits of the Lot Owner's property, and including, but not limited to, the Common Areas and Parcels, except that properly licensed Drones used lawfully by outside parties for commercial purposes may be operated within the Community, with prior approval of the Board by contacting property management. Real estate transactions are excluded from the requirement of Board approval. The Board may adopt additional Rules regarding the use of commercial drones including requirements regarding insurance and an indemnity undertaken by users or operators of commercial Drones. Drones used for recreational purposes and Drones which are not properly licensed and lawfully used for

commercial purposes in accordance with these Rules and Regulations of the Board are prohibited in the Community.

## **FINES AND PENALTIES**

20. **FINES FOR VIOLATIONS OF RULES AND REGULATIONS:** The Association may levy fines of up to \$100 per violation of any rule or regulation to a Parcel Owner (“Member”) as a result of a Member’s, or a Member’s tenant, guest, or invitee, failure to comply with any provision of the Restrictions, By-Laws or Rules and Regulations of the Association. A fine will be levied for each day of continued violation with a single notice and opportunity for hearing if so desired by the Member. The fine may not exceed \$2,500 in the aggregate. A repeat offender shall be any Member, tenant, guest, or invitee of the Lot Owner Member who commits the same violation of these Rules and Regulations or the Restrictions within a ninety-day (90-day) period from the date of the original violation notice. If any violation is not corrected within the specified fourteen-day period beginning with the date of the notice of violation, fines will commence on the fifteenth (15<sup>th</sup>) day from the date of the notice of violation and continue until the earlier of (1) correction of such violation or (2) \$2,500 in cumulative fines for such violation has been assessed. If the same violation occurs by the same Owner within ninety (90) days from the date of the original notice of violation, fines will commence immediately on that day of violation and continue until the earlier of (1) correction of such violation or (2) \$2,500 in cumulative fines for such violation has been assessed. The Code Enforcement Policy, Fines and Guidelines are attached hereto as Exhibit C.
21. **SUSPENSION OF USE OF FACILITIES:** The Association may suspend, for a reasonable period of time, the right of a Member, or a Member’s tenant, guest, or invitee, to use Common Areas and facilities for the failure of the Member or the Member’s guest, tenant, or invitee to comply with any provision of the Restrictions, By-Laws, or Rules and Regulations of the Association (pursuant to Florida Statute §720.305(2)(a)). Additionally, if a Member is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member’s tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full if approved at a properly noticed board meeting (pursuant to Florida Statute §720.305(3)). Such suspension shall remain in effect until such time as full payment of all monetary obligations and related costs to collect thereof are paid to the Corporation in full. Additionally, during the period of suspension of voting rights, the respective delinquent Lots will cease to be included in total voting Membership required for any meeting quorums required to conduct business by the Corporation or approve any amendments of the Restrictions or the By-Laws. All such suspensions imposed by the Restrictions, the By-Laws, or the Rules and Regulations must first be approved at a properly noticed Board meeting and, upon approval, the Association must notify the Owner of record and, if applicable, the Owner’s occupant, tenant, licensee, or invitee by mail or hand delivery.
22. **OPPORTUNITY FOR HEARING:** A fine or suspension may not be imposed without at least 14 days’ notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee (pursuant to Florida Statute §720.305(2)(b)).

23. **LIENS**: Once a fine has reached at least \$1,000, a lien may be placed upon the Member's Parcel and filed with St. Johns County Clerk of Courts (pursuant to Florida Statute §720.305(2)). The fine may be collected through the court system up to and including foreclosure by the Association on the Lot against which the lien has been placed.
24. **SUSPENSION OF VOTING RIGHTS**: If a Member is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the voting rights of the Member if approved at a properly noticed Board meeting (pursuant to Florida Statute §720.305(4)). Such suspension shall remain in effect until such time as full payment of all monetary obligations and related costs to collect thereof are paid to the Corporation in full. Additionally, during the period of suspension of voting rights, the respective delinquent Lots will cease to be included in total voting Membership required for any meeting quorums required to conduct business by the Corporation or approve any amendments of the Restrictions or the By-Laws. All such suspensions imposed by the Restrictions, the By-Laws, or the Rules and Regulations must first be approved at a properly noticed Board meeting and, upon approval, the Association must notify the Owner of record and, if applicable, the Owner's occupant, tenant, licensee, or invitee by mail or hand delivery.
25. **TENANT-OCCUPIED PARCELS**: If a Lot is occupied by a tenant and the Lot Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations due to the Association by the Lot Owner have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Lot (pursuant to Florida Statute §720.3085(8)(a), as amended from time to time).

### **ARCHITECTURAL DESIGN COMMITTEE GUIDELINES**

**(See Exhibit A)**

### **CLUBHOUSE RULES AND GUIDELINES**

**(See Exhibit B)**

### **CODE ENFORCEMENT POLICY, FINES, AND GUIDELINES**

**(See Exhibit C)**



**DEER BARRIERS AND EXAMPLES**

**(See Exhibit D)**

**HOME BUSINESS AGREEMENT**

**(See Exhibit E)**

**POOL RULES AND GUIDELINES**

**(See Exhibit F)**

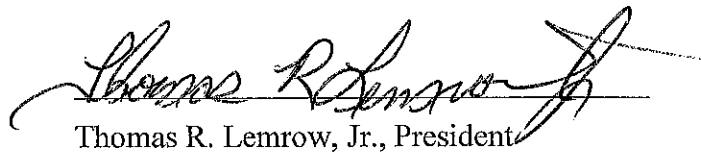
**RENTAL REVIEW PROCEDURES AND GUIDELINES**

**(See Exhibit G)**

**SIGN POLICY**

**(See Exhibit H)**

IN WITNESS WHEREOF we, being all of the Directors of Oakbrook Property Owners' Association, Inc., have hereunto set our hands and seals this 13<sup>th</sup> day of October, 2022.

  
Thomas R. Lemrow, Jr., President

**OAKBROOK PROPERTY OWNERS ASSOCIATION,  
INC.**

2695 Dobbs Road  
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**EXHIBIT A**

**ARCHITECTURAL DESIGN  
COMMITTEE GUIDELINES**

(Approved October 13, 2022)

ARCHITECTURAL DESIGN COMMITTEE GUIDELINES

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# INTRODUCTION

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The purpose of this document is to serve as a guide to help existing homeowners and new (or existing) lot owners in maintaining and enhancing the environment of the Oakbrook community. These design controls will help assure residents that the standards of design and quality of Oakbrook will be maintained. As an Oakbrook homeowner, it is your responsibility to make sure that you adhere to the covenants and deed restrictions.

## DECLARATION OF COVENANTS AND RESTRICTIONS

These guidelines and standards are based upon the declaration of covenants, conditions, and restrictions that have been legally recorded. They are not intended to be all-inclusive or exclusive, but rather serve as a guide to what improvements may be made in the Oakbrook community. As an Oakbrook property and/or homeowner, you should have received a copy of the declaration of covenants, conditions, and restrictions. These covenants "run with the land", and are binding on all owners.

## RESPONSIBILITY

It is the responsibility of the legal owner(s) of the Oakbrook property to ensure that the improvements and the improvement process conform to the Oakbrook covenants, conditions, and restrictions, and any applicable County, State, or Federal laws or regulations. It is the responsibility of the owner(s) to also ensure that all contractors and/or subcontractors are aware of and abide by these covenants, regulations, and restrictions.

Approval by the Architectural Design Committee ("ADC" or "Committee") or the Oakbrook Board of Directors does not constitute nor imply any release from or approval for any county, state, or federally mandated requirements.

## **REVIEW AND APPROVAL**

PRIOR TO RECEIVING A BUILDING PERMIT (WHEN REQUIRED) APPROVAL FROM THE OAKBROOK ARCHITECTURAL DESIGN COMMITTEE MUST BE OBTAINED.

PRIOR TO REQUESTING A CERTIFICATE OF OCCUPANCY (CO) FROM ST. JOHN'S COUNTY, A FINAL INSPECTION AND/OR APPROVAL FROM THE OAKBROOK ARCHITECTURAL DESIGN BOARD IS REQUIRED.

Application for new construction and improvements as defined in the DECLARATIONS must be submitted in writing and approved by the Architectural Design Committee prior to commencement of any work, including any lot clearing. The appropriate documents and forms should be submitted to Management, during any regular business day between the hours of 8:30 A.M. and 4:00 P.M. The Architectural Design Committee will meet as necessary to discuss and approve/disapprove applications. Decisions for an initial application will be made within 30 days after submission as required by Florida statutes.

**IF ANY IMPROVEMENT PROJECT HAS COMMENCED OR BEEN COMPLETED WHICH WOULD OTHERWISE REQUIRE ADC APPROVAL AND THE COMMENCEMENT OR COMPLETION OF THE IMPROVEMENT PROJECT WAS DONE WITHOUT THE SUBMISSION OF A REQUESTION FOR ADC APPROVAL, A NONREFUNDABLE ADMINISTRATION FEE OF UP TO \$500 SHALL ACCOMPANY ANY SUBSEQUENT TARDY ADC APPLICATION FOR APPROVAL.**

Oakbrook is a Registered Architectural Review Association (RARA) with St. Johns County and will continue to be registered for as long as this program exists in St. Johns County. This agreement provides that all applications for new building or improvements requiring St. Johns County permitting first be submitted to the ADC prior to the issuance of a permit by St. Johns County.

# IMPROVEMENTS REQUIRING ARCHITECTURAL DESIGN COMMITTEE APPROVAL

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All new house construction requires approval by the ADC. Following is are examples of improvements or modifications to an existing house or property requiring approval by the ADC. This list is not all-inclusive, and is only a representative sample of improvements. If you have any question about whether approval is required, please ask.

Additions or Add-ons	Color Schemes	Decks	
Driveways	Fences	Flagpoles	
Garages	Garage Doors	Gutters	
Hedges	Lot Grade Changes	Mailbox Structures	
Large Play Equipment	Pergolas	Playhouses	Pools
Porches	Roof Material & Pitch	Screen Rooms	
Shutters	Sidewalks	Siding	Spas

Tree removal (greater than 6" in diameter) per Florida Statute §163.045, as amended from time to time, except in cases of emergency when dead or dangerous trees pose an imminent threat or danger to life or property.

# ARCHITECTURAL REVIEW CRITERIA

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The Architectural Design Committee evaluates all submissions on the individual merits of each application. The characteristics of the house type and the individual site are taken into account when evaluating the particular design proposal. This is done because what may be an acceptable design of an exterior in one instance may not be for another. The following criteria represent in more specific terms the general standards that will be used in reviewing and evaluating such application and design. The term "improvement" will refer either to new house construction or to alteration of an existing house.

## **VALIDITY OF CONCEPT**

The basic idea must be sound and appropriate to its surroundings.

## **DESIGN COMPATIBILITY**

The proposed improvement must be compatible with the architectural characteristics of the applicant's existing house (if not a new construction), adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

## **LOCATION AND IMPACT ON NEIGHBORS**

The proposed improvement should relate favorably to the landscape, an existing structure, drainage, and the neighborhood. When a proposed improvement has possible impact on adjacent properties, it is suggested that the applicant discuss the proposal with neighbors prior to making an application to the ADC. It may be appropriate in some cases to submit neighbor comments along with the ADC application.

## **MATERIAL AND COLOR**

Materials must be compatible with and colors must blend favorably with any existing structure, the neighborhood setting, and with the overall Oakbrook community.

## **WORKMANSHIP**

Workmanship is another standard, which is applied to all exterior improvements.

# SPECIFIC REQUIREMENTS

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- A. Review and approval, rejection, or request for additional information of applications, drawings, and plans submitted to the Architectural Design Committee will be made within thirty (30) days of the date received by the Architectural Design Committee.
- B. Variances may be granted, although applicants should be aware that approval by the Architectural Design Committee does not alter any easement right. Any structures built within easements are subject to removal at owner's expense without compensation during utility repair or construction.
- C. St. Johns County building permits must be prominently displayed at front of property and must be visible from the street. No other signs may be erected.
- D. After the Architectural Design Committee approval has been made, no changes, additions, or deletions are to be made without approval by the Architectural Design Committee. Plans for any proposed changes must be submitted to the Architectural Design Committee for their approval.
- E. The St. John's County Building Department will grant certificate of occupancy after sign-off by the Architectural Design Committee.
- F. **NEW HOUSE CONSTRUCTION:**

Along with the application for new house construction, the Architectural Design Committee must be provided with:

- Two (2) completed and signed copies of Architectural Design Committee Applications.
- Two (2) complete sets of architectural drawings.
- Two (2) complete sets of landscape plans showing general location of underground sprinkler system.
- Two (2) copies of site plan clearly showing location of driveways(s), sidewalk(s), setbacks, and locations of all improvements.
- Color selections and sample, including driveways, sidewalks, roofs, siding, and trim. (Exterior color samples to be minimum 8 ½" X 11")
- Example photographs, sketches, brochures, or other documents that will give the Architectural Design Committee sufficient information to make a decision.



## G. PLAYHOUSES

A playhouse is to be defined as a structure that children will play in.

- It shall be no larger than 8 ft. X 9 ft., unless otherwise authorized by the ADC committee, with a children's door not to exceed 40 inches in height and if there is an adult door it cannot exceed 60 inches in height and no door may be wider than 34 inches.
- The playhouse must be finished both inside and out; pictures or drawings must be provided with the application.
- For a playhouse to be approved there must be children under the age of 12 years residing in the home.
- This structure cannot be used for the storage of yard or pool equipment.
- The definition should limit the size and use of such structures.

## H. GARAGE

Garage shall be attached to and consistent with the architecture of the existing house using the same materials as on the home. Garage Doors to be harmonious with the community and dimensions not to exceed 10 feet in height without a waiver by the ADC Committee. Only residential doors to be allowed, i.e. no commercial roll up doors will be approved.

## I. EXISTING STRUCTURE OR LOT IMPROVEMENTS

Along with the application for improvement of an existing structure on lots, the Architectural Design Committee must be provided with:

- Two (2) complete sets of documents that accurately depict what improvement will look like when completed. Some examples are:

Architectural Drawings	Landscape plans	Brochures
Photographs	Sketches	

**NOTE: ADC may require additional detailed renderings of improvements that would enable ADC members to properly ascertain whether to approve or disapprove such improvement. Any such requests are solely at the discretion of ADC.**

- Two (2) copies of site plan clearly showing location of all improvements.
- Applicable Color selections and samples.
- Many improvements have the potential to impact your neighbors. It is highly recommended that neighbors directly impacted in some way by your improvements be consulted prior to application to the ADC. Neighbor comments may be included.

## J. TIMING

All applications must include approximate start and completion dates. Delays greater than three (3) months must be brought back to the Committee for further review and approval.

# NEW HOUSE REQUIREMENT DETAIL

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## A. USE RESTRICTION

- Every Lot described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lot(s) other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car garage.

## B. SETBACK RESTRICTIONS

- No building or permanent structure shall be erected on any of said Lots nearer than forty (40) feet to the front lot line of said Lots, nor nearer than ten (10) feet to any interior side lot lines. No structure shall be permitted nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves and steps shall be considered as part of the permanent structure. Concerning corner Lots, no structure shall be permitted nearer than twenty-five feet (25) feet from the side lot line running along the road. Swimming pools, with or without enclosures, may not be erected or placed on the Lots unless and until the Committee has approved their location and architectural and structural design in writing.
- When two or more Lots are used as one building site, the setback restrictions set forth in the paragraph above and easements shall apply to the exterior perimeter of the combined site, and the property owner may build across the lot line or lines.

## C. RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

- None of the said Lots shall be divided or re-subdivided unless both portions of said Lots are to be used to increase the size of an adjacent lot or the adjacent Lots as platted. Divided portions of Lots must extend in a straight line from fronting street line to existing real property line. No lot shall be replatted.
- No property or Lot in this subdivision shall be built on that is less than one-half (1/2) acre.
- Every structure placed on any lot shall be constructed from material which has been approved in writing by the Committee.
- No residence shall be constructed or maintained upon any Lot which shall have a smaller living floor area (exclusive of porches, patios, and garages) than 2,000 square feet. If any of the structures are two-story, the minimum ground floor living area (exclusive of porches, patios, and garages) shall be 1,100 square feet. No residence shall be a modular home, mobile home, or any like construction.
- No window air-conditioning units shall be installed in any front or side of a building, which faces an access way, unless prior approval has been obtained from the Committee.
- All Lots shall be sodded with grass as approved by the Committee from the structure to the paved street in the front and from the structure to the lot line on the side or landscaped in accordance with Florida-friendly landscaping guidelines (Florida Statutes §373.185 and §720.3075(4), as amended from time to time). Driveways and walkways are excluded must be performed according to St. Johns County watering restrictions and regulations as well as to prevent lawns from becoming dry and unsightly.

- Driveways on all Lots shall be of a hard surface material connecting from the structure to the paved street.
- Concrete or steel culverts may be required under driveways. Culverts must be maintained by the homeowner with the opening remaining at least  $\frac{3}{4}$  open to allow adequate water flow during periods of heavy rain and flooding.
- To contain building trash during the construction phase, a suitable trash dumpster and temporary trash enclosure (examples: wood or wire fencing) is required. Fines will be levied for excessive trash blowing from construction site to surrounding lots and streets.
- To protect the roadway edges, temporary dirt driveways must be used for heavy truck or machine ingress and egress onto the Lot.
- Street or neighborhood damage due to construction must be properly repaired or estimated repair charges shall be paid to the Association prior to Architectural Design Committee sign-off on the construction.

# USEFUL INFORMATION FOR CONTRACTORS

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## **Electric hookup arrangements:**

Call: Florida Power & Light  
(800) 226-3545  
Local: (386) 255-3020

- The contractors are required to provide their own power at the construction site.
- The contractor must provide the exact address of the new house.
- A deposit to Florida Power & Light may be required for hook-up.
- Hook-ups can only be made to the large transformers, not at the site itself.

## **Water hook-up arrangements:**

Call: St. John's County Utility Dept  
(904) 209-2700  
(904) 209-2718 FAX  
(877) 837-2311 TOLL-FREE

- Contractors are required to provide their own water supply at the construction site.
- The contractor must provide the exact address of the new house.
- A deposit and other hook-up fees to St. Johns County Utility Department may be required.
- Sewers do not apply to Oakbrook.

**OAKBROOK**

**ARCHITECTURAL DESIGN COMMITTEE (ADC)  
NEW CONSTRUCTION APPLICATION**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Lot Number: \_\_\_\_\_ Phone: \_\_\_\_\_

**REQUIRED ATTACHMENT CHECKLIST (ATTACHED TO THIS APPLICATION):**

- ☐ Two (2) copies of this Application
- ☐ Two (2) copies of Site Plans with dimension to scale and placement to property lines, including driveways, pools, fences, and septic system, etc.
- ☐ Two (2) copies Architectural Plan, Floor Plan, Foundation Plan, Exterior Elevations
- ☐ Two (2) copies of description of materials including (but not limited to): roofing, exterior siding or finish, and driveway
- ☐ Two (2) copies of all exterior color schemes (attach minimum 8 ½ x 11 size color sample)
- ☐ Two (2) copies of landscape plans (an underground irrigation system is required)

**We have read the Oakbrook Property Owners' Association, Inc. Architectural Design Committee Guidelines and agree to adhere to same.**

\_\_\_\_\_  
(Lot Owner or legal representative signature) (Print Name) \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
(Contractor Signature) (Print Name) \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
(Contractor Company Name) (License Number) (Telephone Number) \_\_\_\_\_

**OAKBROOK PROPERTY OWNERS ASSOCIATION, INC**  
**Architectural Alteration Application**

TO: Oakbrook POA, 2695 Dobbs Road, St. Augustine, FL 32086 Phone: (904) 429-7624

FROM: Property Owner \_\_\_\_\_ Lot # \_\_\_\_\_ Phone \_\_\_\_\_

Email Address: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

**2 COPIES OF THIS APPLICATION AND ALL SUPPORTING DOCUMENTATION IS REQUIRED.**

**\*\*\*\*ONE REQUEST/ITEM PER APPLICATION\*\*\*\***

\_\_\_\_ **Landscaping** – Attach a copy of your Lot Survey with the proposed location of the changes drawn in, as well as a list of shrubs/trees and where they will be planted or removed. If removed, indicate replacement shrubs/trees, if any.

\_\_\_\_ **Play Equipment** – Attach a copy of your Lot Survey with the proposed location of the Play Equipment drawn in, as well as a picture of the Equipment and detail on its construction.

\_\_\_\_ **Exterior Painting of Home** – Attach color chips for each color you plan to paint (body, trim, doors, garage door, etc), as well as a picture of your home and the home on either side of you.

\_\_\_\_ **Pool Plan and Detail** – Attach a copy of your Lot Survey with the proposed location of the pool and the pool equipment drawn in, as well as a copy of the pool plans your Vendor will be submitting to the County for approval.

NOTE: Pools must be fenced or screened.

\_\_\_\_ **Building Addition/Alteration** – Attach a copy of your Lot Survey showing the proposed location of the Addition/Alteration etc, as well as a detailed description of the construction, including dimensions. If a Permit is required, please submit a copy of the plans your Vendor will be submitting to the County for approval. **Note that ADC may require additional detailed plans in order to properly ascertain approval or disapproval of the proposed project.**

\_\_\_\_ **Other -** \_\_\_\_\_  
\_\_\_\_\_

**Description of Work to be done:** \_\_\_\_\_  
\_\_\_\_\_

**Date work to begin** \_\_\_\_\_ **Projected Completion Date** \_\_\_\_\_

Note: These plans have been reviewed to ensure they are compatible with our community restrictions. No review has been made with respect to functionality, safety and compliance with governmental regulations or otherwise, and any party with respect to such matters should make no reliance on this approval. The approving authority expressly disclaims any liability of any kind with respect to these plans, the review thereof, or any structures built pursuant hereto, including, but not limited to, liability for negligence or breach of express or implied warranty, or conformity to specific lot restrictions.

This approval concerns only your architectural and/or landscape plans. **You are responsible to obtain whatever easements, variances, permits, licenses and/or approvals that may be necessary to improve the property in accordance with the approved plans.** This approval must not be considered to be permission to encroach on another property owner's right to use and enjoy all possible property rights. Approval of the plans does not constitute a warranty or representation by the Association or landowner that the proposed improvements will be consistent with the development plans of any other landowner. In addition, this approval does not in any way grant variances to, exceptions, or deviations from any setbacks or use restrictions unless a specific letter of variance request is submitted and the party entitled to enforce such setbacks or restrictions issues a specific letter of "variance approval". This approval does not constitute approval of any typographical, clerical or interpretive errors on the submitted plans. Compliance with all applicable building codes is the responsibility of the general contractor and the owner and not that of the Association. The Owner is responsible for positive drainage during and after the construction of the improvement. No water drainage is to be diverted to adjoining lots, common areas or wetlands. The Owner is responsible for informing the primary contractor.

Compliance with this application as approved is the responsibility of the Owner of legal record, and any change to the approved plans without prior Architectural approval subjects these changes to disapproval and enforced compliance to the approved plans may result. **Work commenced or completed prior to Committee approval may require a non-refundable administrative fee up to \$500 to be attached to this application.**

Homeowner Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

**(Document must be signed by a Homeowner whose name appears on the Deed/Title to the Property)**

OAKBROOK PROPERTY OWNERS ASSOCIATION, INC  
NEW FENCE AGREEMENT

TO: Oakbrook POA, 2695 Dobbs Road, St. Augustine, FL 32086 Phone: (904) 429-7624

FROM: Property Owner \_\_\_\_\_  
Lot # \_\_\_\_\_ Phone \_\_\_\_\_  
Email Address \_\_\_\_\_  
Property address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Mailing Address (if different) \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

2 COPIES OF THIS APPLICATION AND ALL SUPPORTING DOCUMENTATION IS REQUIRED.

Attach a copy of your Lot Survey, with the proposed location of the fence drawn in, as well as a picture of the fence you plan to use. (Per St Johns County Code, fences may not exceed 6 feet in height).

Description of Work to be done: \_\_\_\_\_

Date work to begin \_\_\_\_\_  
Projected Completion Date \_\_\_\_\_

Article III, Paragraph 2.01 and 2.02 – All easements for utilities and other purposes shown on the plats of the Property recorded in the plat records of St Johns County Florida, above mentioned, are hereby reserved as perpetual easements for utility installations and maintenance. **Certain lots are subject to these public utility easements.**

Any fencing that is approved for installation in these areas is approved as to style, but is still subject to the rights of the public utilities. If any maintenance or other work is required in the easement area, or if any improvements are found to impede the function of the easement, the homeowners may be required to remove or relocate the fencing at their own expense. Homeowner will be responsible for any/all cost related to fence relocation/removal.

**PLEASE CALL 811 BEFORE YOU DIG. DIG AT YOUR OWN RISK. The Association accepts no responsibility for injury or death or encroachment on another property.**

Compliance with all applicable building codes is the responsibility of the general contractor and the owner and not that of the Association. **The Owner is responsible for positive drainage during and after the construction of the improvement. No water drainage is to be diverted to adjoining lots, common areas or wetlands. The Owner is responsible for informing the primary contractor.**

Compliance with this application as approved is the responsibility of the Owner of legal record, and any change to the approved plans without prior Architectural approval subjects these changes to disapproval and enforced compliance to the approved plans may result. **Work commenced or completed prior to Committee approval may require a non-refundable administrative fee up to \$500 to be attached to this application.**

Homeowner Signature: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
(Document must be signed by a Homeowner whose name appears on the Deed/Title to the Property)

**OAKBROOK PROERTY OWNERS ASSOCIATION, INC.  
ARCHITECTURAL DESIGN COMMITTEE  
PROPERTY ALTERATION**

**APPLICANT'S NAME:** \_\_\_\_\_

**LOT #** \_\_\_\_\_ **LOT ADDRESS:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**DATE APPLICATION SUBMITTED:** \_\_\_\_\_

**PROPERTY ALTERATION TO BE DONE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**COMMITTEE MEMBERS APPROVE OR DISAPPROVE:**

<b>DATE</b>	<b>MEMBER NAME</b>	<b>INITIALS</b>	
_____	_____	<b>Approve</b> _____	<b>Disapprove</b> _____
_____	_____	<b>Approve</b> _____	<b>Disapprove</b> _____
_____	_____	<b>Approve</b> _____	<b>Disapprove</b> _____
_____	_____	<b>Approve</b> _____	<b>Disapprove</b> _____
_____	_____	<b>Approve</b> _____	<b>Disapprove</b> _____
_____	_____	<b>Approve</b> _____	<b>Disapprove</b> _____

**DISAPPROVED FOR THE FOLLOWING REASONS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Article V. ADC Committee, Section 1.04, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the Lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee, ever having been obtained as required by these restrictions.**



**OAKBROOK PROPERTY OWNERS ASSOCIATION,  
INC.**

2695 Dobbs Road  
ST. AUGUSTINE, FL 32086  
PHONE: (904) 429-7624  
EMAIL: CChapman@Alliancerm.biz

**EXHIBIT B**

**CLUBHOUSE RULES AND GUIDELINES**

(Approved October 13, 2022)

## OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.

c/o Alliance Realty and Management  
2695 Dobbs Road  
St. Augustine, FL 32086  
Telephone: (904) 429-7624  
Email: [CChapman@Alliancerm.biz](mailto:CChapman@Alliancerm.biz)

### **CLUBHOUSE RULES & RESERVATION GUIDELINES**

1. Only "Property Owners (Members)" may reserve and use the clubhouse. Property Owners/Members must be present at the function for which the clubhouse was reserved. No tenant may reserve the clubhouse.
2. **There is no overnight usage of the Clubhouse allowed.**
3. No person shall enter any part of the Clubhouse wearing a wet bathing suit or with wet feet.
4. No one will be allowed in the Clubhouse without proper attire and shoes.
5. Property Owners cannot reserve the use of the pool/back patio area. The pool and surrounding deck area is closed and unavailable for usage after dusk.
6. No parking of any kind on the clubhouse lawn or neighboring lawns or roadways. If the Property Owner (Member) or guests park on the clubhouse lawn, neighboring lawns, or roadways, the Property Owner (Member) who reserved the clubhouse will forfeit the \$300 deposit that accompanied such reservation and will subject those vehicles in violation to being towed at the owners' expense.
7. All financial obligations due to the Association must be current as well have no existing violations of any Restriction or Rule within the Association governing documents in order for a Property Owner to reserve the clubhouse.
8. No event may be co-hosted or presented by a person who is not a Property Owner/Member. Organizations (non-profit or otherwise) are not permitted to use the clubhouse facilities.
9. Clubhouse may be reserved by members on Memorial Day, July 4<sup>th</sup>, or Labor Day if the community does not have a function at the clubhouse that day.
10. Should teenagers under age 18 wish to use the clubhouse for a party or function, they must be sponsored by their parent(s) (Property Owner(s)) who shall be obligated for the full responsibility of the group. The parent(s) must be present at the function. Teenagers wishing to have guests must be present with their guests.
11. NO PETS are allowed in the Clubhouse.
12. Access key is distributed by Clubhouse Committee Chairperson no earlier than 4:00 PM the day prior to the reserved event.

13. A separate non-refundable check of \$150.00 per day of rental must be attached to each Clubhouse Application. All checks should be made payable to “Oakbrook Property Owners’ Association” or “OPOA”.
14. A separate refundable damage deposit check of \$300.00 must be attached to each Clubhouse Application which will remain in effect for cleanup, damages, and key deposit and used to offset any damages, if necessary.
15. An additional \$100.00 deposit will be required if the fireplace will be used.
16. Property Owner is responsible for cleanup no later than 11:00 AM the day after the event which includes, but is not limited to, the following:
  - turn down air conditioning or heat
  - vacuum the carpet with Property Owner vacuum
  - mop kitchen floor and hallway with warm clear water (bar floor may be cleaned with detergent)
  - wipe down kitchen countertops, cabinets, range, sinks, and microwave
  - wipe down everything in bar area, including tables and any other furniture used
  - remove all trash (including bathrooms) and place in dumpster provided in parking lot area
  - check for and remove any decorations and signs placed inside or outside the Clubhouse
  - DO NOT LEAVE TRASH IN CANS ON BACK PATIO AREA BEHIND CLUBHOUSE
17. The current Clubhouse Committee Chairperson is:

Barbara Castellano  
724 Charmwood Drive  
Telephone: (904) 794-2402

Keys can be picked up from the Chairperson no earlier than 4:00 PM the day before the Event.  
Keys must be returned to the Chairperson no later than 11:00 AM the day after the Event.

**OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.**

c/o Alliance Realty and Management

2695 Dobbs Road

St. Augustine, FL 32086

Telephone: (904) 429-7624

Email: [CChapman@Alliancerm.biz](mailto:CChapman@Alliancerm.biz)

**APPLICATION FOR OAKBROOK CLUBHOUSE USE**

Rent – \$150.00 per Event/ Deposit – \$300.00 per Event

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TYPE OF FUNCTION \_\_\_\_\_

DATE OF FUNCTION \_\_\_\_\_

TIME BEGINNING \_\_\_\_\_ TIME ENDING \_\_\_\_\_

TOTAL # OF GUESTS: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_

**A COPY OF YOUR INVITATION MUST BE SUBMITTED WITH THIS APPLICATION**

Will any form of gaming activities be a part of this function? \_\_\_\_\_

Are you paying for all expenses for this party? \_\_\_\_\_

If others share costs, please list names and addresses: \_\_\_\_\_

Names of chaperons: \_\_\_\_\_

The clubhouse must be cleaned and key returned by 11:00 a.m. the following day.

**I acknowledge receipt of and have read the accompanying CLUBHOUSE RULES and agree to abide by same and acknowledge that there is no overnight occupancy of the clubhouse, that the pool and surrounding deck area will not be used after dusk, and there will be NO PARKING on any grass or roadway by me/us or any guest.**

**SIGNING THIS APPLICATION MAKES YOU PERSONALLY RESPONSIBLE.**

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

DENIED: \_\_\_\_\_ DATE: \_\_\_\_\_

REASON FOR DENIAL: \_\_\_\_\_

**Make checks payable to: Oakbrook Property Owners' Association, Inc. or OPOA, Inc.**

**Send or deliver to: Alliance Realty and Management**

**2695 Dobbs Road**

**St. Augustine, Florida 32086**

**(904) 429-7624**

**OAKBROOK PROPERTY OWNERS ASSOCIATION,  
INC.**

2695 Dobbs Road  
ST. AUGUSTINE, FL 32086  
PHONE: (904) 429-7624  
EMAIL: CChapman@Alliancerm.biz

**EXHIBIT C**

**CODE ENFORCEMENT POLICY, FINES, AND  
GUIDELINES**

(Approved October 13, 2022)

## **Violations and Fines – How they Work**

Being the person on the receiving end of a Violation Notice can definitely spark some flames. No one cares to open their mailbox to a violation letter. If you find yourself on the receiving end, it will be natural to feel a sense of resentment or sensitivity to the situation. You may find yourself questioning, “are they serious?” Before questioning your HOA, consider these pointers before responding back.

### **1. Rules are Rules**

- As an HOA community member, you should have received a set of community rules and guidelines, when you closed on your home. If not, it's incumbent on you to obtain a copy and familiarize yourself with them. When you closed on your home you signed an agreement stating that you would oblige to all HOA laws as stated in your CC&Rs. It is even noted as part of your Warranty Deed. These governing documents were put in place to protect you and your community. Be sure to review your HOA guidelines and governing documents so that you have a full understanding of them and avoid any notices of violations.

### **2. A Violation Letter is not an attack on you**

- Your HOA board of directors was created for a purpose. They have a legal obligation to enforce your Documents, as they are written, large rules and small rules. They do not have the flexibility to pick and choose what should be enforced. As a matter of fact, they could open themselves and your HOA up to a potential lawsuit if they attempt to do so. Their Enforcement obligation is shared and/or delegated to the Association Manager as a contracted Vendor hired by your Board. When faced with a violation, the goal of the Board/Manager is not to cause more stress on you, but more to help protect you and your community. It's also a way to provide an awareness of the problem that may be occurring.

### **3. There's a process to receiving a violation letter**

- Your Association Manager is obligated to drive through your Community every two weeks to inspect the Common Areas and to look for Document Infractions. Every effort to photograph the infraction is made (they don't photograph children). Additionally, the Management Company receives photos from Code Enforcement Committee Members or Board members. Once an infraction is verified, a letter is written, then sent to the Board for their review, then sent to the Homeowner. A courtesy email is also provided if we have an email address for you on file.
- Receiving a violation letter doesn't mean that you will automatically be fined. When you receive a letter, you'll be given....
  - ~ 14 Days to resolve it, OR
  - ~ 14 Days to reach out to Management with your plan to resolve it.Communication is Key!  
If the Management Company does not see any improvement AND they do not hear from you within those 2 weeks, the violation goes before the Fine Hearing Committee for approval or disapproval of the fine.

#### **4. Fine Hearing Committee**

- Keep in mind that HOA homeowners are given rights to a hearing before they are penalized. If a homeowner wishes to contest the violation, they may do so during the hearing. If a homeowner finds that they would like to provide a letter to dispute the HOA violation notice, they may do so as well.
- It is very important to note that the Fine Hearing Committee DOES NOT HAVE THE AUTHORITY to set Fine amounts, or reduce or discount Fines. The Code Enforcement Procedure and the Fine Structure are approved by the Board of Directors and the Board only. The Fine Hearing Committee's job is to a) review the violation notice to determine that a violation occurred and the correct Article or Rule was given for the violation and b) to confirm proper notice/time was given. They must also listen to your reasons why you feel you should not be fined and then either uphold the Fine or disallow the Fine. Their final decision is a yes or no answer only.
- Fines begin on the 15<sup>th</sup> day after the date of the Violation Notice. If the Fine Hearing Committee upholds the Fine, you'll be sent a Notice of Fine Commencement which will notate the date the fine commenced. If a Fine was not upheld, you'll receive notice of that as well.

Oakbrook Property Owners' Association, Inc.  
CODE ENFORCEMENT POLICY

The Board or a properly authorized delegate of the Board (the "Enforcement Authority") can impose fines or suspensions in accordance with Section 720.305, Florida Statutes, as amended from time to time. Such delegate shall be an individual appointed by the majority vote of the Board at a duly noticed meeting where a quorum is met. The Enforcement Authority shall be a delegation of the authority to impose a fine or suspension as set forth in Section 720.305, Florida Statutes, as amended from time to time. At the present time, the Board has delegated the authority to impose fines to the Association Manager.

Manager receives violation report from (1) board member, (2) Code Enforcement Committee member, (3) management company representative, or (4) other Oakbrook owner/member

All violations should have pictures attached to the complaint; if not, ascertain as to why pictures were not obtained

If violation report received from (1) board member, (2) Code Enforcement Committee member, or (3) management company representative, follow the violation letter procedure; if violation report received from (4) other Oakbrook owner/member, contact a board member or Code Enforcement Committee member to verify the violation at the property location and, once verified, follow the violation letter procedure

**Violation Letter Procedure:**

Email proposed violation letters to Board for approval.

Mail Board-approved violation letter notification to the lot owner's address on record notifying the owner that:

- (1) the violation has been brought to the attention of the Board of Directors and Code Enforcement Committee,
- (2) specify and quote the specific deed restriction and/or rule and regulation that is in violation,
- (3) paragraph indicating that the owner may not have been aware of the infraction and that such a rule exists in Oakbrook,
- (4) request that the violation be corrected within 14 days of the date of the letter,
- (5) indicate both the daily fine (see below) and cumulative fine (\$2,500) if such violation is not corrected within the 14-day period, noting the authorization of such fining pursuant to Article VII, Section 3.02, as amended of the Oakbrook Deed Restrictions, as well as Florida Statutes, Section 720.305(2), daily fines will be \$25 per day per violation,
- (6) include a statement that repeated violations will be considered a continuation of the first violation and will be fined accordingly,
- (7) a closing paragraph should include a statement notifying the owner that if they feel they are not in violation, they may request a hearing by the Fine Hearing Committee within 14 days of the date of the letter by submitting such a request in writing to the address of the management company, including the date of the next scheduled meeting of the Fine Hearing Committee.

Include with letter pictures taken for owner's reference

Send copy of letter to all Code Enforcement Committee members as well as any applicable board member who submitted a violation report

Both management company and Code Enforcement Committee member(s) should monitor the violation for adherence to the 14-day corrective period

If not corrected by 14<sup>th</sup> day, begin assessment of applicable fines by management as authorized by Board commencing on 15<sup>th</sup> day and concluding at the earlier of (1) the date the violation is corrected or (2) the cumulative fines for the specific violation reaching the limit of \$2,500. Once fines have commenced, management company and Code Enforcement Committee must continue daily monitoring in order to ascertain that (1) the violation still exists or (2) the violation has been corrected. Once corrected, the management company should be notified immediately and fines should cease as of that date, contingent upon the violation not being repeated within a 90-day time period; otherwise, fines continue as a repeated offense and a continuation of the initial violation and associated fining.

The Fine Hearing Committee shall meet and approve or reject all assessed fines and such fines shall be due and payable no earlier than 5 days after approval. Once approved, fines are automatically imposed without the need for further Board action. Fining letter of commencement, if fines are approved, shall be mailed (postal or electronic) notifying the owner of the assessment of applicable fines.



**Oakbrook Property Owners' Association, Inc.**  
**Fine Structure**

**Unregistered Moving Vehicle Violations (unregistered dirt bikes, A.T.V.s, etc.)**

Infractions noted within 90 days of last noted violation of the same nature are considered a continuation of the initial violation

1<sup>st</sup> and recurring Offense(s)                      \$25.00 per day up to a maximum of \$2,500

**Boats and Recreational Vehicles Illegally Parked In Driveways (includes jet skis and all other water craft, motorhomes, campers, and similar vehicles)**

Infractions noted within 90 days of last noted violation of the same nature are considered a continuation of the initial violation

1<sup>st</sup> and recurring Offense(s)                      \$25.00 per day up to a maximum of \$2,500

**Speeding**

Infractions noted within 90 days of last noted violation of the same nature are considered a continuation of the initial violation

1<sup>st</sup> and recurring Offense(s)                      \$25.00 per day up to a maximum of \$2,500

**Renting for Less Than 6 Calendar Months**

Infractions noted within 90 days of last noted violation of the same nature are considered a continuation of the initial violation

1<sup>st</sup> and recurring Offense(s)                      \$25.00 per day up to a maximum of \$2,500

**Failure To Produce Tenant/Occupant Information and FULLY EXECUTED Lease Agreement**

Infractions noted within 90 days of last noted violation of the same nature are considered a continuation of the initial violation

1<sup>st</sup> and recurring Offense(s)                      \$25.00 per day up to a maximum of \$2,500

**Parking**

Infractions noted within 90 days of last noted violation of the same nature are considered a continuation of the initial violation

1<sup>st</sup> and recurring Offense(s)                      \$25.00 per day up to a maximum of \$2,500

**Yard Maintenance**

Infractions noted within 90 days of last noted violation of the same nature are considered a continuation of the initial violation

1<sup>st</sup> and recurring Offense(s)                      \$25.00 per day up to a maximum of \$2,500

**Architectural Changes without Approval**

Infractions noted within 90 days of last noted violation of the same nature are considered a continuation of the initial violation

1<sup>st</sup> and recurring Offense(s)                      \$25.00 per day up to a maximum of \$2,500

**All Other Violation Noted**

Infractions noted within 90 days of last noted violation of the same nature are considered a continuation of the initial violation

1<sup>st</sup> and recurring Offense(s)                      \$25.00 per day up to a maximum of \$2,500

As a reminder, repeated violations (those occurring again within 90 days after the first notice of violation) will be considered a continuation of the original violation and are subject to further fining **without warning**.

**OAKBROOK PROPERTY OWNERS ASSOCIATION,  
INC.**

2695 Dobbs Road  
ST. AUGUSTINE, FL 32086  
PHONE: (904) 429-7624  
EMAIL: CChapman@Alliancerm.biz

**EXHIBIT D**

**DEER BARRIERS AND EXAMPLES**

(Approved October 13, 2022)

# **OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.**

## **DEER BARRIER GUIDELINES**

Installation of black or green mesh, mesh tubing, or plastic tree guards to protect trees on any Lot must first be approved by the Committee regarding such feature and the Committee's decision regarding this feature shall be final. Any such approval by the Committee should be harmonious and in keeping with the aesthetics of the Association.

Deer Barriers and other similar installations are considered "landscape improvements".

See the following pages for Examples of these types of Barriers.











iPad 12:14 PM 82%

tree critter guard



Gardener's Edge

Leonard Rigid Plastic Mesh Tree Guards, 4in Diameter

5

★★★★★

1121

\$31.59

In stock

Protect your young trees from pesky animals! Leonard Rigid Plastic Mesh Tree Guards feature a sturdy plastic construction. These guards fit trees up to:

[\\* Check website for latest pricing and availability. Images may be subject to copyright. Learn More](#)

Related images



**OAKBROOK PROPERTY OWNERS ASSOCIATION,  
INC.**

2695 Dobbs Road  
ST. AUGUSTINE, FL 32086  
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**EXHIBIT E**

**IN-HOME BUSINESS AGREEMENT**

(Approved October 13, 2022)



Oakbrook Property Owners' Association, Inc.  
C/O ALLIANCE Realty and Management  
2695 Dobbs Road, St. Augustine, FL 32086  
Office: (904) 429-7624

Community Website: <http://www.OakbrookCommunity.com>  
Alliance Website: <http://AllianceRealtyandManagment.com>  
Email: [HOAApplications@Alliancerm.biz](mailto:HOAApplications@Alliancerm.biz)

## **IN-HOME BUSINESS AGREEMENT**

I/We \_\_\_\_\_, a Home Owner or Resident of the Oakbrook Property Owner's Association, Inc., agree that my home-based business known as:

\_\_\_\_\_ located at my address of \_\_\_\_\_ within the Oakbrook Subdivision of St. Augustine, Florida, is only for the expressed purpose of providing the following service (**may only be a home-office type business or telecommunicating business**):

\_\_\_\_\_ and not for selling any products from my home.

I/We will not have any business signs attached to my home, placed in my yard, nor affixed to any vehicles. There will not be any business-related customers visiting my home, nor will there be any customer-related traffic parked on the street or in my driveway, or any other such intrusions or distractions that would otherwise disrupt or cause annoyance to my fellow neighbors as a result of this business.

There will not be any business-related delivery trucks delivering to my residence other than no more than two regular deliveries per day of correspondence or similar items from customary delivery services, or any other changes in the traffic pattern of the neighborhood.

I/We acknowledge and agree that the Association reserves the right to enforce the provisions of the Association's governing documents. I/We also acknowledge and agree that if I/We am/are not in compliance with the Oakbrook Property Owners' Declaration of Covenants and Restrictions, the President of the Board, with the agreement of the Board of Directors, has the right to revoke permission for this home-based business in Oakbrook.

\_\_\_\_\_  
Name of Resident(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

**PLEASE SUBMIT A COPY OF YOUR ST JOHNS COUNTY OCCUPATIONAL LICENSE**

Oakbrook Property Owners' Association, Inc.  
C/O ALLIANCE Realty and Management  
2695 Dobbs Road, St. Augustine, FL 32086  
Office: (904) 429-7624

Community Website: <http://www.OakbrookCommunity.com>  
Alliance Website: <http://AllianceRealtyandManagment.com>  
Email: [HOAApplications@Alliancerm.biz](mailto:HOAApplications@Alliancerm.biz)

### **IN-HOME BUSINESS AGREEMENT**

I/We \_\_\_\_\_, hereinafter referred to as "resident(s)",  
located at: \_\_\_\_\_, St. Augustine, FL 32086, hereby state  
that the resident(s) are, or will be, operating an "In-Home Business" from the aforementioned  
address, for the express purpose of providing the following services:

\_\_\_\_\_,  
which will be for the express purposes of only a home-office type of business or a  
telecommunicating business and **not** for selling any products or other services from my home.  
Resident(s) agree to the following:

1. Resident(s) shall not have any clients or customers visiting the home for Business purposes.
2. Resident(s) shall not have any employees whatsoever conducting business from, or inside, the home, or visiting the home for business purposes.
3. Resident(s) shall not display signs, nor make any modifications whatsoever to the home.
4. Resident(s) agree that they will provide a copy of their St. Johns County Occupational License for this home-business.
5. Resident(s) shall comply with the local noise ordinance. Resident(s) shall not produce or create noises or sounds that would otherwise disrupt surrounding neighbors.
6. Resident(s) shall not have or store any business equipment at the home that could cause any interference with other residents, or cause strain on any electrical or utility systems.
7. Resident(s) shall not engage in any business that contradicts any State, Local, or Federal Laws.
8. Resident(s) shall not have more than two (2) deliveries per day of correspondence or similar items from customary delivery services, or allow any such delivery vehicles or persons to create excessive noise, which would disturb fellow neighbors.
9. Resident(s) agree to hold Management, Owners, Employees, and Agents harmless for any actions, inactions, or occurrences, which may in any way cause an interruption or adverse effect on Resident(s)' in-home business. Resident(s) agree that they are conducting this in-home business at their own risk, and hereby waive any right to claims against Management, Owners, or Employees.
10. Resident(s) agree that the right to conduct an in-home business may be revoked at any time and for any reason by the Board of Directors, in their sole judgment and discretion.

Name (Print): \_\_\_\_\_ Name (Print): \_\_\_\_\_

Name (Signature): \_\_\_\_\_ Name (Signature): \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Management Company (Agent): \_\_\_\_\_ Date: \_\_\_\_\_

**OAKBROOK PROPERTY OWNERS  
ASSOCIATION, INC.**

2695 Dobbs Road

**ST. AUGUSTINE, FL 32086**

**PHONE: (904) 429-7624**

**EMAIL: CChapman@Alliancerm.biz**

**EXHIBIT F**

**POOL RULES AND GUIDELINES**

(Approved October 13, 2022)

# **OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.**

**2695 Dobbs Road  
ST. AUGUSTINE, FL 32086  
(904) 429-7624  
EMAIL: CChapman@Alliancerm.biz**

## **POOL RULES**

1. No lifeguard, swim at your own risk
2. No diving, no running, no rough play, no playing of loud music
3. Emergency phone located at patio area
4. Children under 12 must be accompanied by a responsible adult
5. No glass allowed in fenced area (Section 454.1.2.3.5, Florida Building Code)
6. No animals allowed in fenced area (Section 454.1.2.3.5, Florida Building Code) with the exception of service animals for the disabled
7. Only Oakbrook residents and guests are permitted to use the pool, with access by use of electronic pool access card obtained from the Association. No climbing of fences to gain access to the pool or tennis court areas. Violators will be prosecuted.
8. Proper swimming attire for pool use, no cut-offs, no street clothes, all diapered children must wear pull-up swimmers pants
9. Pool Capacity: 38 persons (per Health Dept Permit)
10. Shower before entering pool
11. No pool furniture may be taken from the pool area
12. Life-saving rings and equipment shall be used ONLY for those purposes intended
13. No person suffering from any contagious medical condition or infection or wearing bandages or plaster casts shall be entitled to use the pool
14. Pool hours: dawn to dusk
15. Do not use pool if ill, especially with diarrhea
16. Do not swallow pool water
17. Pool maximum depth: 5 feet, 9 inches
18. Each home within Oakbrook shall be entitled to no more than two (2) pool access cards

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**PHONE: (904) 429-7624**

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**EXHIBIT G**

**RENTAL REVIEW PROCEDURES AND  
GUIDELINES**

(Approved October 13, 2022)

# **OAKBROOK PROPERTY OWNERS ASSOCIATION, INC.**

2695 Dobbs Road  
ST. AUGUSTINE, FL 32086  
PHONE: (904) 429-7624  
EMAIL: CChapman@Alliancerm.biz

## **RENTAL REGISTRATION GUIDELINES**

All Property Owners/Members (or their Rental Agents) of property located in Oakbrook who have chosen to lease their homes **must provide the following**:

1. The Owner or Rental Agent **must** complete a Rental Registration Form (see last page of this Exhibit) and submit that form to the Oakbrook management company currently located at 2695 Dobbs Road during any regular business day between the hours of 9:00 A.M. and 4:00 P.M. or email the form to the same office at [CChapman@Alliancerm.biz](mailto:CChapman@Alliancerm.biz). This form **must** be submitted to the management office **prior to occupancy**. **Included with this form is required (1) a copy of the proposed lease, (2) copies of tenants' drivers' licenses, (3) copies of tenants' vehicle registration forms, and (4) background check information for all adult occupants.** Forms and copies of information **not received** may result in the imposition of fines as allowed by the governing documents and Florida Statute §720.305(2).
2. The Owner or Rental Agent is responsible, at their cost, for providing copies of all Rules & Regulations and Deed Restrictions for Oakbrook Property Owners' Association, Inc. to the tenants prior to occupancy. The Association or its management company is not and will not be liable for providing copies of Rules and Regulations or Deed Restrictions to any tenant in Oakbrook.
3. The Owner or Rental Agent **must** communicate with the management office providing the number of gate access remote(s) given to the tenants and the number from the back of each remote given to the tenant.
4. The Owner or Rental Agent **must** communicate with the management office providing the number of pool access card(s) given to the tenants and the number from the back of each card given to the tenant.
5. **Owners or Rental Agents are responsible for providing tenants with gate access remotes and pool access cards.**
6. The Owner or Rental Agent fully understands that violations of any rule, regulation, or deed restriction by their tenant may result in the imposition of fines up to \$100 per day (pursuant to Florida Statute §720.305(2)).

7. Pursuant to Florida Statute §720.3085(8)(a), “if a parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel”.
8. Further restrictions may apply pursuant to the Oakbrook Covenants, Conditions and Restrictions (“Deed Restrictions”).
9. An Owner may lease only the entire Lot and no room rental or subleasing is permitted. Tenants may only occupy Lots as a single-family residence. Under no circumstances may more than one family reside on a Lot at one time.
10. There may be no more than two (2) adult natural persons living as one (1) family unit leasing any residence on any one (1) Lot. Application may be made to the Board for special needs circumstances.
11. The uniform lease or addendum and other leases shall provide or be deemed to provide that any violation of the Association's governing documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Association's governing documents or Florida law. If tenant(s), other occupant(s), guest(s), or invitee(s) fails to abide by the Association's governing documents, the Lot Owner(s) shall be responsible for the conduct of the tenants, occupants, guests and invitees and shall be subject to all remedies set forth in the Association's governing documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Lot Owner shall have the duty to bring his tenant's conduct (and that of the other Lot occupants, guests and invitees) into compliance with the Association governing documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Lot Owner fails to bring the conduct of the tenant into compliance with the Association's governing documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Lot Owner to undertake whatever action is necessary to abate the tenants noncompliance with the Association's governing documents (or the other noncompliance of other occupants, guests or invitees), including without limitation the right to institute an action for eviction against the tenant in the name of the Association in its own right, or as agent of the Lot Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Lot Owner which shall be secured by a continuing lien in the same manner as assessments for common expenses, to wit, secured by a lien for such charges.

12. Approval by the Association of any tenancy may be withheld for good cause such as the proposed tenant (1) having a prior felony conviction involving violence, illegal drugs, or sexual battery or abuse, (2) is labeled a sexual offender or sexual predator, (3) has a record of financial irresponsibility, (4) gives the Board reasonable cause to believe that they will conduct themselves in a manner inconsistent with the Covenants and Restrictions of the Association or has a history of disruptive behavior, or (5) failing to provide any information, fees, or other information required to process the Rental Registration Form or has provided false information during the application process.



**OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.**

**2695 Dobbs Road**

**ST. AUGUSTINE, FL 32086**

**(904) 429-7624**

**EMAIL: CChapman@Alliancerm.biz**

**RENTAL REGISTRATION FORM**

Date of Move: \_\_\_\_/\_\_\_\_/\_\_\_\_ Rental Address: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_ Lot # \_\_\_\_\_

Property Owner Current Phone Number: \_\_\_\_\_

Tenant Name(s): (#1) \_\_\_\_\_ (#2) \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

How many in tenant household? Adults: \_\_\_\_\_ Children: \_\_\_\_\_

**Was the tenant provided a copy of the Oakbrook Rules & Regulations? \_\_\_\_ Yes \_\_\_\_ No**

**Background check information for all adult occupants must be provided to the Association prior to the inception of the tenancy.**

How many vehicles are in tenant household? \_\_\_\_\_ (**NOTE:** No commercial vehicles, trailers, or RVs are allowed to be kept at premises unless kept in the garage. Boats may be kept in garage or completely screened by a fence. All motor vehicles must have current registration and license and be in working order. Private vehicles may be parked in the driveway or garage.)

Gate Access Remote #(s): \_\_\_\_\_ (provided by Owner/Agent)

Pool Access Card #(s): \_\_\_\_\_ (provided by Owner/Agent)

Rental Agent Information, if applicable: Name: \_\_\_\_\_

Real Estate Company: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Realtor Cell Phone Number: \_\_\_\_\_

**I (We) have read and understand the Oakbrook Rules & Regulations, including pool rules, and will abide by same. We further understand that violation of any rule may result in the imposition of fines up to \$100 per day per violation.**

\_\_\_\_\_  
(Tenant #1 Signature) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(Tenant #2 Signature) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(DATE)

**Attach copy of (1) lease, (2) tenant drivers' license(s), and (3) vehicle registration(s)**

**OAKBROOK PROPERTY OWNERS  
ASSOCIATION, INC.**

2695 Dobbs Road  
ST. AUGUSTINE, FL 32086  
PHONE: (904) 429-7624  
EMAIL: CChapman@Alliancerm.biz

**EXHIBIT H**

**SIGN POLICY**

(Approved October 13, 2022)

# **OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.**

2695 Dobbs Road  
ST. AUGUSTINE, FL 32086  
Telephone: (904) 824-5412  
EMAIL: CChapman@Alliancerm.biz

## **SIGN POLICY**

No sign of any kind shall be displayed on any Lot, except one plate bearing the owner's name and number of residence, one "for sale" sign, and up to two signs advertising that the premises are protected by a security system. Specifications and approval as to the size, location, design, and type of material of each such residence plate, "For sale" sign, and security sign shall be at the sole discretion of the Committee.

The previous policy of weekend signs and window signs has been replaced by the following Oakbrook Sign Policy:

"For sale" signs meeting the following specifications may be placed and kept on the lot 24 hours per day, seven days per week. "For sale" sign specifications are as follows:

Double-sided three-quarter-inch plywood with measurements of 12 inches by 9 inches, painted "Oakbrook green" (forest green) and metallic gold lettering on both sides. The sign wording is as follows:

- Line 1: "FOR SALE"
- Line 2: (Realtor Name [lettering must be same size as realtor company] or Owner Name)
- Line 3: (Realtor Company [lettering must be same size as realtor name])
- Line 4: (Phone Number)

The sign is to be placed upon an L-shaped 4-foot by 4-foot wood post which is also to be painted the same "Oakbrook green" as the sign or a 4-foot black wrought iron L-shaped post. A small information box may be placed upon the post beneath the "For Sale" sign.

A special consideration is made for non-standard signs when a Real Estate Agent is having an Open House. During the time of an open house and while the agent is present, one non-standard sign may be placed on the lawn of the open house and one non-standard sign may be placed at the entrance area of Oakbrook for directional purposes. "Entrance Area" is defined as the area immediately outside the entrance security gate and guardhouse but not within any flower beds or mulched area and specifically excludes the Clubhouse lawn. All non-standard "Open House" signs must be removed by the realtor when leaving Oakbrook. If any non-standard sign is left behind by any realtor or any

other individual on any given day, it will be considered “abandoned property” and disposed of accordingly.

Additional signage for informational, instructional, or other purposes, with various dimensions, may be permitted to be placed on any Common Property as approved by the Board of Directors at a duly noticed meeting or as required by any Association governing documents or any other local, state or federal governmental authority.

No flag with the exception of a United States of America flag, a State of Florida flag, a United States branch of military service flag, an MIA/POW flag, seasonal flags, and/or sporting team’s flags will be allowed to be displayed on any Lot, including vehicles parked at that Lot. All approved flags within this section must be displayed with the proper respect and etiquette deserving of those flags in accordance with Florida Statute §720.304(2)(a), as amended from time to time.

Additionally, family celebratory flags/banners will be allowed to be displayed on any Lot for no more than two (2) weeks.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.**

**ADOPTED BY UNANIMOUS CONSENT  
OF THE DIRECTORS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.** a Florida corporation not for profit (the "Association") as follows:

**WHEREAS**, the Association currently is governed by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions ("the Deed Restrictions"), Second Amended and Restated By-Laws, Articles of Incorporation, and Second Amended Rules and Regulations (approved October 13, 2022); and

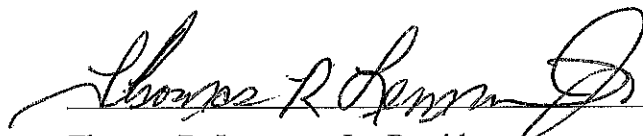
**WHEREAS**, the Board of Directors of the Association have agreed that the Association is in need of amendment of its Rules and Regulations so as to conduct its business and preserve the common area properties under its management.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

1. The Amended Rules and Regulations of Oakbrook Property Owners' Association, Inc. are hereby adopted and made a part of the Association books and records.
2. The Amended Rules and Regulations of Oakbrook Property Owners' Association, Inc. may be further amended as needed from time to time.
3. All previous resolutions of the Board of Directors which are inconsistent with this Resolution be, and the same hereby are, repealed, revoked and rescinded to the extent of any such inconsistency.

This Resolution adopted and approved this 13<sup>th</sup> day of October, 2022.

OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.

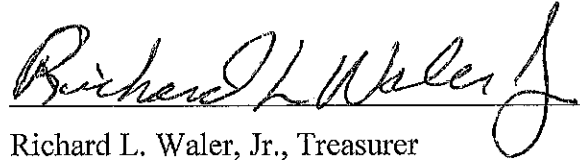
  
Thomas R. Lemrow, Jr., President

(SEAL – OAKBROOK PROPERTY OWNERS  
ASSOCIATION, INC.)

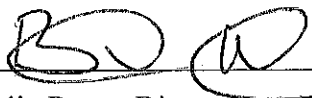
APPROVED BY:

  
\_\_\_\_\_

David Emmel, Vice-president

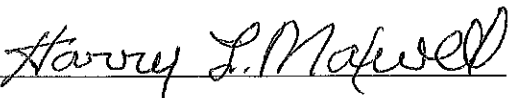
  
\_\_\_\_\_

Richard L. Waler, Jr., Treasurer

  
\_\_\_\_\_

Benjie Bates, Director

Attest:

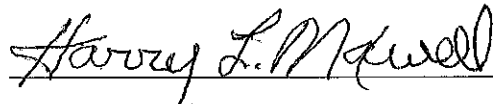
By:   
\_\_\_\_\_

Harry Maxwell, Secretary

### **CERTIFICATION**

The undersigned, Harry Maxwell, the Secretary of Oakbrook Property Owners' Association, Inc., hereby certifies that the attached Resolution was duly passed on October 13, 2022 by the Board of Directors acting within their authority and duty by the unanimous consent of those Directors acting on behalf of the Corporation and that it has not been repealed or amended and remains in full force and effect.

WITNESS, MY HAND AND SEAL of the Board of Directors of Oakbrook Property Owners' Association, Inc., this 13<sup>th</sup> day of October, 2022.

  
Harry Maxwell, Secretary

(SEAL – OAKBROOK PROPERTY OWNERS  
ASSOCIATION, INC.)