

**OAKBROOK PROPERTY OWNERS'**

**ASSOCIATION, INC.**

**RESTATED DECLARATION OF**

**COVENANTS, CONDITIONS,**

**AND RESTRICTIONS**

**(As Approved December 16, 2012)**

**OAKBROOK**

**PROPERTY OWNERS'**

**ASSOCIATION, INC.**

**SECOND**

**AMENDED AND RESTATED**

**DECLARATION OF**

**COVENANTS, CONDITIONS, AND**

**RESTRICTIONS**

**SECOND AMENDED AND RESTATED**  
**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT is made to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Oakbrook Property Owners' Association, Inc., a corporation, authorized to do and doing business in the State of Florida, hereinafter referred to as "the Association."

**WITNESSETH:**

WHEREAS, the Declarant, Darcy Partnership Limited, a limited partnership authorized to do and doing business in the State of Florida, recorded that certain Declaration of Covenants, Conditions and Restrictions for Wellington Oaks Phase I and Oakbrook in Official Records Book 787, Pages 965 through 991, as amended by Amendment recorded in Official Records Book 819, Page 482; by Second Amendment recorded in Official Records Book 910, Page 1504; by Third Amendment recorded in Official Records Book 1037, Page 484; by Fourth Amendment recorded in Official Records Book 237, Page 349; by Fifth Amendment recorded in Official Records Book 1360, Page 1790; by Sixth Amendment recorded in Official Records Book 1475, Page 1901; by Seventh Amendment recorded in Official Records Book 1484, Page 199, by Eight Amendment recorded in Official Records Book 1896, Page 755; by Ninth Amendment recorded in Official Records Book 2814, Page 1501; by Tenth Amendment recorded in Official Records Book 3335, page 1891; by Eleventh Amendment recorded in Official Records Book 3443, pages 796 through 799 (hereinafter collectively referred to as the "Original Declaration"); by Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3330, pages 1695 through 1713, and by First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3500, pages 1306 through 1311, (hereinafter collectively referred to as the "First Amended and Restated Declaration"), all of the public records of St. Johns County, Florida; and

WHEREAS, the Original Declarations and the First Amended and Restated Declaration pertain to the following described real property situated, lying and being in St. Johns County, Florida, to wit: Wellington Oaks, Unit 1, according to the map or plat thereof recorded in Map Book 21, pages 70 and 71, Wellington Oaks, Unit 2, according to the map or plat thereof recorded in Map Book 24 pages 56 and 57, and Oakbrook, according to the map or plat thereof recorded in Map Book 25 pages 45 through 57, inclusive of the public records of St. Johns County, Florida. Less and Except all road rights of ways that are or shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which are or shall be covenants to run with said lots and be binding on all parties

having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and

WHEREAS, Article VII of the First Amended and Restated Declaration authorizes the Association to amend that document provided such amendment does not affect the lien of any mortgage encumbering any of the lots within the Property and is approved by the Association; and

WHEREAS, the Association desires to amend and restate the First Amended and Restated Declarations, and all amendments and alterations thereto, in their entirety for the purpose of clarifying and modifying the covenants and restrictions contained therein; and

NOW, THEREFORE, except as may be specifically set forth herein, it is intended that this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions supersede the Covenants, Conditions and Restrictions contained in the Original Declarations and all amendments thereto as well as the First Amended and Restated Declaration of Covenants, Conditions and Restrictions. Said Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall run with the property, shall be binding upon all parties having and/or acquiring any right, title or interest in the property or in any part thereof, and shall inure to the benefit of each and every person or entity from time to time, owning or holding an interest in said real property. To the extent there is any conflict whatsoever between the provisions of this Second Amended and Restated Declaration and those of the Original Declarations or any amendments thereto or the First Amended and Restated Declarations, the provisions of this Second Amended and Restated Declaration shall be deemed to control. All future Amendments to the Covenants, Conditions and Restrictions on the land subject to this Second Amended and Restated Declaration and governed by the Oakbrook Property Owners Association, Inc., shall be made to this Second Amended and Restated Declaration. Any such amendment shall be deemed to appropriately amend the Amended and Restated Declaration and the Original Declarations and all amendments thereto, which this Second Amended and Restated Declaration supersedes.

## **ARTICLE I DEFINITIONS**

1.01. ASSOCIATION: "Association" shall mean and refer to Oakbrook Property Owners' Association, Inc., a corporation not-for-profit, organized and existing under the laws of the State of Florida, its successors and assigns.

1.02. BOARD: "Board" shall mean the Board of Directors of the Association.

1.03 BUILDING RESTRICTION LINE: "Building Restriction Line" shall mean and refer to the building restriction line as indicated on the Wellington Oaks, Units 1 and 2, and Oakbrook plats, as aforementioned, as to any Lots.

1.04. COMMITTEE: "Committee" or "ADC" shall mean and refer to the Architectural Design Committee, which shall be appointed by the Association.

1.05 COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

1.06. COMMON AREA: "Common Area" or "Common Property" shall mean and refer to all real property and improvements located thereon of the real property owned from time to time by the Association for the common use and enjoyment of the Owners.

1.07. DECLARANT: "Declarant" shall mean and refer to Darcy Partnership, Limited, a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

1.08. LOT: "Lot" or "Parcel" shall mean and refer to the lots of land described in the plats of Wellington Oaks, Unit 1, according to the plat thereof recorded in Map Book 21, Pages 70 through 71, Wellington Oaks, Unit 2, according to the plat thereof recorded in Map Book 24, Pages 56 and 57, and Oakbrook, according to the plat thereof recorded in Map Book 25, pages 45 through 57, inclusive of the current public records of St. Johns County, Florida.

1.09. MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument.

1.10. OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

1.11. PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.12. RULES AND REGULATIONS: "Rules and Regulations" shall mean the rules, regulations, and policies governing the Property/Subdivision, including the use of Lots and Common Areas, that may be promulgated by the Board from time to time.

1.13. SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Wellington Oaks and any and all future real property to be platted by the Association, its successors and assigns, simultaneously or in successive phases, under the name of Wellington Oaks Units 1 or 2, Oakbrook, or any other name provided that property or subdivision is contiguous or adjacent to the land described "in the plat of Wellington Oaks, Unit 1, according to the plat thereof, recorded in Map Book 21, pages 70 through 71, Wellington Oaks, Unit 2, according to the plat thereof recorded in Map Book 24, Pages 56 and 57, and Oakbrook, according to the plat thereof recorded in Map Book 25, pages 45 through 57, inclusive, of the public records of St. Johns County, Florida, or is contiguous and adjacent to any other subdivision which subdivision

is adjacent to said plats of Wellington Oaks, Unit 1, Wellington Oaks, Unit 2, or Oakbrook described herein and is subject to these covenants and restrictions.

1.14. SUCCESSORS AND ASSIGNS: "Successors and Assigns" shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant or the Association, who are designated as such by an instrument in writing signed by the Declarant or the Association and recorded among the Public Records of St. Johns County, Florida specifically referring to this provision of these restrictions. As used in these Restrictions, the words "successors and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Wellington Oaks, Units 1 or 2, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09.

1.15. "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM(S)" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporation methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

1.16. UNDEVELOPED LOTS: "Undeveloped Lots" shall mean vacant Lots in that no residence has been constructed on said Lot, and the Lot is not contiguous to another Lot owned by the same Owner that contains a dwelling.

## **ARTICLE II RESTRICTIONS**

### **USE RESTRICTION**

1.01. Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car (or larger) garage. No commercial business is permitted in or upon a Lot. Provided, however, that Lot Owners (and their family members and tenants) may use Lots for "home office" or "telecommunicating" purposes, provided such uses do not involve customers or clients coming into the Property, the posting of any signage on any portion of the Property, nor more than two regular deliveries per day of correspondence or similar items from customary delivery services.

1.02. Occupancy in the Absence of the Owner and Leasing of Lots.

(A) Occupancy in the Absence of Owner. If the Owner and the family who permanently reside with the Owner are not occupying the Lot, then any occupancy shall be considered a lease whether or not the occupants are paying rent and shall be subject to the provisions with respect to leases as set forth herein.

(B) Leasing of Lots. The following restrictions shall apply to the occupancy of all Lots:

- (1) All leases must be in writing, even if no rent or consideration is involved.
- (2) The minimum leasing term shall be six (6) months.
- (3) Any person who is the brother, brother-in-law, sister, sister-in-law, grandparent, parent, or child of the Owner or the Owner's spouse, if any, may occupy the Lot in the absence of the Owner without limitation as to the number of occasions or length of stay. No written lease is required.
- (4) 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. Single-family residence shall mean one person, or not more than two unrelated persons who regularly and customarily reside together as a single housekeeping unit, or three or more persons who regularly and customarily reside together as a single housekeeping unit wherein no more than one such person is not related to all other persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside on a Lot at one time. As used in this section, "reside" shall mean occupancy for more than thirty (30) days during any calendar year.
- (5) The tenant must be a natural person as opposed to an artificial entity, such as a corporation, partnership, limited liability company, trust, etc.
- (6) Owners shall provide the Association with a fully completed lease registration form prior to the proposed occupancy.
- (7) The Board may determine the form of the application for lease registration, and establish Rules and Regulations for lease registration.
- (8) 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 a tenant(s), other occupant, guest, or invitee 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.

## **SET BACK RESTRICTIONS**

2.01. No building or permanent structure shall be erected on any of said Lots nearer than forty (40) feet to the front lot lines of said Lots, nor nearer than ten (10) feet to any interior side lot lines. With regard to corner lots, the setback from the street upon which the principal building faces shall be forty (40) feet and constitute the front yard setback. The setback from the street on which the side of the building faces shall be twenty-five (25) feet. On the side Lot line which adjoins another Lot, the side yard setback requirement shall be ten (10) feet. A corner Lot is defined as a Lot on two or more intersecting roads. For the purposes of this covenant, eaves and steps shall be considered as part of the building or permanent structure. Concerning all Lots, no structure shall be permitted nearer than twenty-five (25) feet to the rear Lot line of the Lot without written approval of the Committee. No swimming pool, with or without an enclosure, nor any other structure or improvement whatsoever, may be erected or placed on a Lot unless and until its location and architectural and structural design has been approved in writing by the Committee.

2.02. When two or more Lots are used as one building site, the setback restrictions set forth in Paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner may build across the Lot line or lines.

2.03. The easements reserved and granted on the plat of the Property and in Section 2.01 above, may only be utilized by utility and/or cable television companies approved by the Association. The Association shall have the sole and absolute right to disapprove any utility and/or cable television company which seeks to utilize such easements.

## **RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS**

3.01. No Lot shall be replatted.

3.02. No structure of any kind shall be built on a Lot less than one-half (1/2) acre in size.



3.03. Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Committee.

3.04. 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 be two-story, the minimum ground floor living area (exclusive of porches, patios, and garages) shall be 950 square feet. No residence shall be modular home, mobile home, or like construction.

3.05. No window air-conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

3.06. All Lots shall be sodded with grass from the structure to the paved street in the front and from the structure to the Lot line on the side. Driveways and walkways are excluded.

3.07. Driveways on all Lots shall be of a hard surface material connecting from the structure to the paved street as approved by the Committee.

#### **NUISANCES TRASH AND SIMILAR RESTRICTIONS**

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done within the Property which may be or become an annoyance or nuisance to the neighborhood or endanger its residents or visitors.

4.02. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03. 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. Notwithstanding the foregoing, industry standard builder, sales and developer signage shall be permitted on the Undeveloped Lots for the purpose of marketing and sales to third party purchasers, and a 3' x 5' builder sign shall be permitted by the clubhouse amenity area for the purpose of marketing and sales of the Undeveloped Lots.

4.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.05. 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 property.

4.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Committee.

4.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way located within the Property.

4.08. No wheeled vehicles of any kind, may be parked on the Lot unless the same are completely inside a garage, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway on the Lot, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. Boats may be kept on a Lot if completely screened by a fence or completely inside a garage. Recreational vehicles may be kept on a Lot if completely inside a garage.

4.09. 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, may be operated on any street or right-of-way except for equipment necessary to maintain real property, such as riding lawnmowers.

4.10. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

4.11. No antenna, TV dish, or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereto without the prior written approval of the Committee.

4.12. No property Owner may cut a tree with a diameter in excess of six (6) inches, without the prior approval of the Committee, except dead or other dangerous trees which pose an eminent threat to life or property.

4.13. No mailbox, newspaper box or similar holder shall be permitted on property Owner's Lots without prior approval of the Committee. Design, size and location for mailboxes will be provided by the Committee.

4.14. No lawn, fence, hedge, tree or landscaping feature of any of said Lots shall be allowed to become obnoxious, overgrown, or unsightly in the sole reasonable judgment of the Association, or their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association or its duly authorized agent, as is hereafter described,

shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefore and the Association or its duly authorized agent shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association within thirty (30) days after a bill therefore is deposited in the mail addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 4.01 hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards for any of the Common Areas, Lots, and/or amenities as they may deem advisable including, but not limited to, governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns, and similar standards.

4.15. No construction, including clearing, dredging or filling, except that authorized by St. Johns River Water Management District (the "District") permit No. 4-109-0121 or any subsequent permit issued by the District, shall occur waterward of the jurisdictional wetland lines shown on the Plat of Oakbrook.

## **WELL WATER AND SEPTIC TANK RESTRICTIONS**

5.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved by the Committee and be in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02. If and when public (or private) central water and/or central sewage treatment plant and collection systems are required by St. Johns County or St. Johns Water Management or any other governmental or regulatory body, each Owner of a Lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of construction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay when due the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall be used only for irrigation, swimming pools, air conditioning and heating system.

## **FENCES**

6.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Committee. In the event of any dispute between an Owner and the Association, or its agent, or any other Lot Owner as to whether any feature of a fence is restricted by title section, the decision of the Committee regarding such feature, shall be final.

## **OBSTRUCTIONS TO SIGHT LINES**

7.01. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation, between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the danger as to vehicular traffic.

## **DRAINAGE**

8.01. 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 adjoining property after the initial conveyance of said Lot by the Declarant. All Lot Owners are responsible for maintaining swale areas and drainage culverts under driveways located on their Lots. Such drainage culverts must be maintained 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.

8.02. There shall be no draining or artificial altering or change in the course of the natural flow of water.

## **RULES AND REGULATIONS**

9.01. The Association's Board of Directors is granted the authority to make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Lots and Common Areas and amenities within the Subdivision/Property, and for the health, comfort, safety, and welfare of the Owners. Such rules and regulations must be consistent with the Association's governing documents. All Owners and their invitees, guests, family members, and tenants are subject to the Rules and Regulations and the Association's governing documents.

9.02. Members shall comply with the rules and regulations for usage of the pool and other common areas established by the Association. The Association pool is considered a "public pool" and is regulated by State of Florida Department of Health (St. Johns County Health Department), including an annual inspection of the pool as well as the issuance of an annual permit for use. The Association may, pursuant to Chapter 720, Florida Statutes, as may be amended from time to time, suspend, for a reasonable period of time, the right of a member, tenant, guest, or invitee to use the pool or any other common area for the failure of the member, tenant, guest, or invitee to comply with any provision of this Second Amended and Restated Declarations, the Association By-Laws, or the Rules and Regulations of the Association.

### **ARTICLE III EASEMENTS**

#### **OWNERSHIP AND RIGHT OF WAY**

1.01. All of the property shown on the above-referenced plat and designated thereon as entrance right-of-way, and Loop Road right-of-way, and any additional parcel which may be designated in the future by the Association, shall remain privately owned and the sole and exclusive property of the Association, its successors and assigns, if any, of said parcels. The Association, however, does hereby grant to the present and future owners of the Lots in said Property, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Association to serve said land, holders of mortgage liens on said land and such other persons as the Association from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future, which parcels are defined and for convenience are referred to in these covenants and restrictions as access ways. The Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Association, may create or participate in a disturbance or nuisance on any part of said land.

1.02. The Association, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Association, would or might result in damage to said access ways or pavement or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of said access ways.

## UTILITIES

2.01. 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.

2.02. All Lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating water and sewer line, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television, and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each Lot to a line five (5) feet from said side lot line or lines and running parallel therewith.

## ARTICLE IV OAKBROOK PROPERTY OWNERS ASSOCIATION, INC.

1.01. Oakbrook Property Owners' Association, Inc. is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its Members, being the property owners of real property located in the Subdivision.

1.02. Members shall be entitled to one (1) vote in the affairs of the Association for each Lot, tract or parcel owned by said member. In the event a Lot, tract, or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

**SUSPENSION OF VOTING RIGHTS:** Voting rights and voting interests of any lot owner, whether individual, estate, corporation, partnership, limited liability company, trust, or any other type of ownership, may be suspended for non-payment of any monetary obligation required by that lot owner who is delinquent ninety (90) days or more pursuant to Florida Statute Chapter 720, Florida Statutes, as amended from time to time.

Any lot owner who has failed to pay any of the fees or other monetary obligations required to be paid to the Corporation for a period of ninety (90) days or more may have the right to use any of the common properties suspended, with the exception of use for purposes of ingress and egress to their respective lot, until such time as all fees and related costs to collect thereof are paid to the Corporation in full.

Any lot owner who has been given notice of delinquency of payment of fees required to be paid to the Corporation and who has failed to make such payments to the Corporation for a period of ninety (90) days or more may have their respective voting rights suspended pursuant to Florida Statutes Chapter 720 as amended from time to time. Such suspension shall remain in effect until such time as full payment of all fees 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 lot 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 Restrictions or By-Laws.

1.03. Membership in the Association may be transferred only as an incident to the transfer of a Lot or parcel, and such transfer shall be subject to the procedures set forth in these restrictions.

1.04. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System(s). Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the system(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System(s) shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All Lot Owners are responsible for maintaining swale areas and drainage culverts under driveways located on their Lots. Such drainage culverts must be maintained 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. No Lot Owner is permitted to plant any plant, shrub, tree, or other item of like kind in the swale area nor may any Lot Owner construct or cause to be constructed any obstruction of any kind within the swale area that will restrict or alter the designed draining of the natural flow of water.

## **ARTICLE V**

### **ARCHITECTURAL DESIGN COMMITTEE**

1.01. No residences, additions thereto, add-on, accessories, garages, porches, pools, fences, antennas, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said Lots, unless a complete set of plans and specifications therefore, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, all of whom shall be required

to own property in the Property. Such plans and specifications shall be submitted in writing and for approval, over the signature of the Owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefore. The approval of said plans and specifications may be withheld, not only because of their noncompliance, with any of the specific restriction contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportion, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

1.02. The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

1.03. The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other Lots.

1.04. If, 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.

1.05. Any agent or officer of the Association or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

1.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said Lots and for the purpose of protecting purchasers and encumbrances for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion



and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrances in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such non-completion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

1.07. In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the Lot conform to and are in harmony with the existing structures on the Lots in this Subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

1.08. Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

1.09. Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances, and/or regulations, and improvements constructed shall conform to the requirements of such laws, codes, ordinances, and regulations, nor shall the ADC's approval create any presumptions that an Owner's plans comply with applicable laws, codes, ordinances, and regulations, nor that the work will serve its purpose as intended by the Owner.

1.10. Fill and Grade. No fill shall be added to or removed from any Lot that would change or interfere with the drainage of storm water nor shall the Owner of any Lot do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the ADC. The approval of the St. Johns River Water Management District may also be required.

## **ARTICLE VI MAINTENANCE AND UPKEEP**

### **AUTHORITY FOR FEES**

1.01. Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, re-served, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the by-laws of the Association, as they may be amended from time to time, a copy of which can be inspected at the principal office of the Association at 3290 Kings Road South, St. Augustine, Florida, 32086 or such other address as designated by the Association. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

2.01. Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the Articles of Incorporation and By-Laws of the Association as they may exist from time to time. All maintenance and upkeep fees shall not be increased without the prior written consent of the Association as set forth herein.

### **FEES**

3.01. The initial monthly fees to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, was \$50.00 per month. Effective January 1, 2009, such fees were increased to \$60.00 per month and may be increased or decreased from time to time as approved by the requisite number of members as specified herein. Said fees shall be due and payable in advance on or before the first day of each and every month for that current month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Thereafter, said fees may be increased or decreased by approval of the requisite number of members of the Association as specified herein except that the said monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during anyone (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the Owners of record of not less than fifty-one percent (51%) in number of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on the plats of the Property, or any other named Subdivision as Subdivision is defined in Article I, Section 1.13, whether recorded now or in the future, and if said fees are decreased or extinguished by the Association membership, the service

provided by the Association may be decreased or extinguished so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

3.02. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03. The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant, or for the maintenance and upkeep of any Lots owned by the Declarant prior to the first sale, conveyance or lease of said Lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1989. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04 The Association may not commingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on the plats of the Property, which funds are intended thereby to be used for similar purposes.

3.05. The Association may provide for the imposition of a reasonable late charge on any monthly fee not received by the Association within fifteen (15) days of its due date. The late charge shall not exceed the greater of five percent of the overdue fee or \$25, pursuant to Chapter 720, Florida Statutes, as may be amended from time to time. Any sums received on the account of a homeowner shall be applied first toward any accrued finance charges, then to any accrued late charges, then toward any other outstanding charges, including without limitation attorneys' fees and collection costs, with the remainder applied to accrued monthly fees.

3.06. SUSPENSION OF VOTING RIGHTS: Voting rights and voting interests of any lot owner, whether individual, estate, corporation, partnership, limited liability company, trust, or any other type of ownership, may be suspended by the Association for non-payment of any monetary obligation required by that lot owner who is delinquent ninety (90) days or more pursuant to Chapter 720, Florida Statutes, as amended from time to time.

Any lot owner who has failed to pay any of the fees or other monetary obligations required to be paid to the Corporation for a period of ninety (90) days or more may have the right to use any of the common properties suspended, with the exception of use for

purposes of ingress and egress to their respective lot, until such time as all fees and related costs to collect thereof are paid to the Corporation in full.

Any lot owner who has been given notice of delinquency of payment of fees required to be paid to the Corporation and who has failed to make such payments to the Corporation for a period of ninety (90) days or more may have their respective voting rights suspended pursuant to Florida Statutes Chapter 720 as amended from time to time. Such suspension shall remain in effect until such time as full payment of all fees 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 lot 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 Restrictions or By-Laws.

## **LIENS**

4.01. Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the Lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.02. Assessments for common expenses, including monthly assessments, special assessments, ("Assessments"), and charges and installments thereof ("Charges"), with interest thereon and costs and expenses of collection, including reasonable attorney's fees, other expenses of collection, and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Lot against which such Assessments or Charges are made. Each Assessment or Charge against a Lot, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorney's fees shall be the personal obligation of the person, persons or entity owning the Lot assessed or charged, and shall be the joint and several liability of all Owners of the Lot. It is the intention of this provision that Assessment or Charge liability is joint and several, and is both the personal obligation of the person or entity owning the Lot when the Assessment or Charge became due, and the

obligation of any successors in interest as a covenant running with the land. Said lien shall be effective from the date of recordation of the public records of St. Johns County, Florida. The lien shall set forth the amounts due the Association as of the date the statement is signed and shall be acknowledged by an officer or agent of the Association. The lien shall secure additional amounts that become due, as well as interest, late fees, attorney's fees and other costs and expenses of collection. Upon recordation, the lien shall relate back to the date of recording the original Declaration. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee obtains title to a Lot as a result of a foreclosure of the first mortgage or a deed (or assignment) is given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of Assessments or Charges pertaining to such Lot or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085, Florida Statutes (2011), as amended from time to time.

4.03. Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record, (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05. The purchasers or lessees of Lots by the acceptance of deeds or leases therefore, whether from the Declarant or subsequent owners or lessees of such Lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest upon Lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said Lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

#### **UNSOLD OR REPOSSESSED LOTS**

5.01 The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said Lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

## USE OF FEES

6.01. The Association shall apply, without limitation except as set forth in the Association's governing documents, the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of the Property whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in the Subdivision/Property namely:

A. Maintain the streets and street lighting on the road rights-of-way;

B. Maintain the Common Areas and amenities and provide personnel for same.

6.02. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03. No Lot owner, parcel owner, or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained. The Board of Directors may waive assessments due on any Lot for such time as the Lot is not accessible by a paved road. Any such waiver of assessments shall terminate upon the completion of construction of a paved road providing with ingress to and egress from the Lot. Further, the Board of Directors may waive assessments as to the Undeveloped Lots until the completion of all infrastructure improvements (i.e., including, but not limited to, roads, water, drainage) applicable to the Undeveloped Lots and a final certificate of occupancy (also known as "Asbuilt Construction Letter of Credit") has been obtained for such infrastructure improvements.

6.04. The Association may assign its rights, duties, and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

6.05. Reference herein to the fees shall include the fees, interest, and late charges set forth and shall also include such reasonable collection expenses, court costs and attorneys' fees as may be expended in the collection of said fees.

**ARTICLE VII  
MISCELLANEOUS  
ADDITIONAL RESTRICTIONS**

1.01 The Association may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments, or additions to these restrictions applicable to the said Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said Lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications, or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees without approval of fifty-one percent (51%) of eligible members of the Association.

1.02 Any amendment to the Declaration which alters the Surface Water or Stormwater Management System(s), beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

1.03 After transition of control of the Board from the Declarant to the Members, this Declaration may be amended in the following manner:

(a) A proposed amendment may be proposed by the President of the Association, a majority of the Board, or by petition of twenty percent (20%) of the Members.

(b) The subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.

(c) The amendment so proposed must be approved by at least fifty-one percent (51%) of the voting interests of the Association, present and voting in person or by proxy, at a duly convened meeting of the Association membership at which a quorum is present.

(d) An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of St. Johns County, Florida.

**DURATION OF RESTRICTIONS**

2.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2012, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless by vote of fifty-one percent

(51%) of the then Owners of all of the Lots or tracts in the Property, present and voting in person or by proxy, at a duly convened meeting of the Association membership at which a quorum is present, it is agreed to change said covenants in whole or in part.

## **REMEDIES FOR VIOLATIONS**

3.01 In the event of a violation or breach of any of these restrictions, By-Laws or Rules and Regulations of the Association by any person or concern claiming by, through or under the Association, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in the Declaration of Restrictions, By-Laws or Rules and Regulations, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

3.02 In addition to the remedies provided in Section 3.01, the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use Common Property and facilities, and may levy reasonable fines, not to exceed \$100.00 per violation and not to exceed \$2,500.00 in the aggregate, against any Owner or any tenant, guest, or invitee, in accordance with the procedure set forth in Section 720.305, Florida Statutes, as amended from time to time.

- (a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and 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. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- (b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due if such action is authorized by the Association's governing documents. Any such suspension, however, must be approved at a properly noticed Board meeting. Upon Board approval of a suspension, the Association must notify the Lot Owner and, if applicable, the occupant, licensee, tenant, or invitee by mail or hand delivery.
- (c) Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

3.03 Pursuant to Chapter 720, Florida Statutes, as amended from time to time, the Board may suspend the right of any Member to vote if the Member is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association until the obligation is paid in full.



3.04 The Association is authorized to record a lien against an Owner's Lot pursuant to Chapter 720, Florida Statutes, as amended from time to time.

## **SEVERABILITY**

4.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successor, and assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

## **MISCELLANEOUS**

5.01 The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System(s) and construction waterward of the jurisdictional lines shown on the Plat of the Property.

## **INDEMNIFICATION**

### **6.01 Indemnification.**

(a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a director, officer, or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably believed to be in or not opposed to the best interest of the Association, and , with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to

the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

(b) To the extent a director, officer or committee member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

(c) Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer or committee member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. This is subject to the director, officer, or committee member making arrangement to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

(e) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of Members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a director, officer or committee member and shall inure to the benefit of the heirs, executors and administrators of such person.

IN WITNESS WHEREOF, the Association has caused these presents to be executed this 16<sup>th</sup> day of December, 2012.

Signed, sealed and delivered in the presence of:

OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.

William VanZante  
Witness : William VanZante  
(Type or Print Name)

By: Harry Maxwell  
Printed Name: Harry Maxwell  
Its: President

David Emmel  
Witness : David Emmel  
(Type or Print Name)

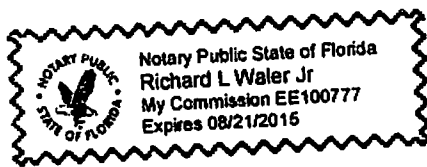
William VanZante  
Witness : William VanZante  
(Type or Print Name)

By: Paul F. Ryan  
Printed Name: Paul F. Ryan  
Its: Secretary

David Emmel  
Witness : David Emmel  
(Type or Print Name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 16<sup>th</sup> day of December, 2012, by Harry Maxwell, President of Oakbrook Property Owners' Association, Inc., a Florida Corporation, on behalf of the corporation, who (X) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

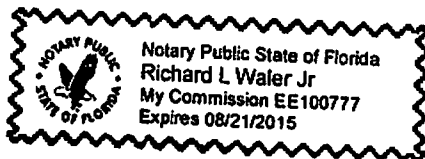


Richard L Waler, Jr.  
Signature of Notary

Richard L Waler Jr  
(Name of Notary Typed or Printed)  
Commission Number: EE100777  
Commission Expires: 8/21/2015

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 16<sup>th</sup> day of December, 2012, by Paul Ryan, Secretary of Oakbrook Property Owners' Association, Inc., a Florida Corporation, on behalf of the corporation, who (X) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.



Richard L Waler, Jr.  
Signature of Notary

Richard L Waler Jr  
(Name of Notary Typed or Printed)  
Commission Number: EE100777  
Commission Expires: 8/21/2015

**CERTIFICATE OF APPROVAL**

The undersigned, being the Secretary of the Oakbrook Property Owners' Association, Inc., hereby certifies that the foregoing amendment to the Declaration of Covenants, Conditions, and Restrictions for Wellington Oaks Units 1 and 2 and Oakbrook, was approved by the Association at a meeting of the board of directors held December 16, 2012.

Dated December 16, 2012

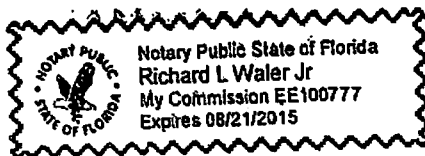
OAKBROOK PROPERTY OWNERS'  
ASSOCIATION, INC.

By: Paul J. Ryan

Print Name: Paul F. RYAN  
Its: Secretary

THE FOREGOING CERTIFICATION was acknowledged before me this 16<sup>th</sup> day of December, 2012 by Paul Ryan, secretary of Oakbrook Property Owners' Association, Inc., who X is personally known to me or \_\_\_\_\_ has produced Florida driver's license number \_\_\_\_\_ as identification

Richard L. Waler, Jr.  
Signature of Notary



Richard L. Waler, Jr.  
Name of Notary Typed or Printed  
Commission Number: EE 100777  
Commission Expires: August 21, 2015