

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FLORIDA 32202

**REVIVED DECLARATION OF COVENANTS FOR THE OAKBRIDGE
HOMEOWNERS ASSOCIATION AT SAWGRASS**

THIS REVIVED DECLARATION OF COVENANTS FOR THE OAKBRIDGE HOMEOWNERS ASSOCIATION AT SAWGRASS is made effective May 12, 2020 by the **OAKBRIDGE HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the “**Association**”) as follows:

RECITALS

A. The Association has previously executed and recorded the Second Amended and Restated Declaration of Covenants for the Oakbridge Homeowners Association at Sawgrass which is recorded in Official Records Book 4515, at page 48, of the public records of St. Johns County, Florida (the “**Previous Declaration**”). The Previous Declaration completely amends and restates the following instruments:

(i) The Declaration of Covenants for Caballos Del Mar Unit One recorded in Official Records Book 433, at page 582, as amended and supplemented.

(ii) The Innlet Beach Unit Two, Unit Three and Unit Four Covenants recorded in Official Records Book 315, at page 546, as amended and supplemented.

(iii) The Innlet Beach Unit One and Unit Five Covenants recorded in Official Records Book 358, at page 502, as amended and supplemented.

(iv) The Innlet Beach Unit Eight Covenants which have been recorded in Official Records Book 315, at page 535, as amended and supplemented.

(v) The Amended and Restated Declaration of Covenants for the Oakbridge Homeowners Association at Sawgrass recorded in Official Records Book 1156, at page 574, and re-recorded in Official Records Book 1159, at page 1197, as amended and supplemented.

All of the foregoing are recorded in the public records of St. Johns County, Florida. A true and correct copy of the Previous Declaration is attached hereto and made a part hereof as **Exhibit A**. The Previous Declaration encumbered the real property more particularly described on **Exhibit B** attached hereto and made a part hereof (the “**Subdivision**”).

B. Pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act, the Previous Declaration has ceased to govern one or more parcels located within the community known as Oakbridge at Sawgrass.

C. The organizing committee for the Association consisting of:

Deborah Gerbert
101 Abalone Lane West
Ponte Vedra Beach, Florida 32082
Phone No.: 904-955-4381

Richard Mansfield
595 Palmera Drive
Ponte Vedra Beach, Florida 32082
Phone No.: 904-273-9571

Barbara Prochaska
115 Granada Lane
Ponte Vedra Beach, Florida 32082

(the “**Organizing Committee**”) hereby submits the Previous Declaration for revival pursuant to Section 720.403, Florida Statutes. The Previous Declaration as revived pursuant to Chapter 720, part III, Florida Statutes, is herein referred to as the “**Revived Declaration**”.

D. The Revived Declaration governs only Lots and other parcels that were encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the Owners than the covenants contained in the Previous Declaration, except as otherwise permitted by Section 720.404(3), Florida Statutes.

E. The voting interest of each Owner under the Revived Declaration is the same as the voting interest of each Owner under the Previous Declaration. The proportional assessment obligation of each Owner under the Revived Declaration is the same as the proportional assessment obligation of each Owner under the Previous Declaration.

F. A majority of the affected Owners have agreed in writing to approve the Revived Declaration.

G. In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by legal and graphic descriptions described on **Exhibit B** attached hereto and made a part hereof. The name of each parcel owner and the description of each parcel subject to this Revived Declaration is set forth on **Exhibit C** attached hereto and made a part hereof. A true and correct copy of the Association’s Articles of Incorporation is attached hereto as **Exhibit D**, which is hereby made a part hereof, and a true and correct copy of the Association’s Bylaws is attached hereto as **Exhibit E**, which is hereby made a part hereof. In accordance with Section 720.407, Florida Statutes, a true and correct copy of the letter of approval of this Revived Declaration from the Department of Economic Opportunity, State of Florida, is attached hereto as **Exhibit F**, which is hereby made a part hereof.

NOW THEREFORE, this Revived Declaration shall be applicable to each Lot or other parcel located within the Subdivision, and shall run with the title to all Lots and other parcels

located within the Subdivision, and shall be binding upon all present and future Owners and upon all persons claiming by, through or under such Owners.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

OAKBRIDGE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

Rachel Day
Rachel Day

By: John A. Machnic
John A Machnic
Its: President

Diana Ferguson
Diana Ferguson

By: Rick Mansfield
Rick Mansfield
Its: Secretary

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing Revived Declaration of Covenants for the Oakbridge Homeowners Association at Sawgrass was acknowledged before me by means of physical presence or online notarization this 12 day of May, 2020, by John A. Machnic, the President and Rick Mansfield, the Secretary of **OAKBRIDGE HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation.



Cathy Rose Cox
(Print Name Cathy Rose Cox)
NOTARY PUBLIC
State of Florida at Large
Commission # GG 251349
My Commission Expires:
He/she is [check one]:
Personally Known
OR Produced I.D. _____
Type of Identification Produced _____

Exhibit A – Previous Declaration

Exhibit B – Legal and Graphic Descriptions

Exhibit C – Names of Parcel Owners and Descriptions of Parcels

Exhibit D – Articles of Incorporation

Exhibit E – Bylaws

Exhibit F – Approval Letter from Florida Department of Economic Opportunity

EXHIBIT A
PREVIOUS DECLARATION
(see next page)

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Rosanne P. Perrine, Esq.
Law Office of Rosanne P. Perrine, P.A.
P.O. Box 3060
Ponte Vedra Beach, Florida 32004
(904) 280-5190

Public Records of St. Johns County, FL
Clerk number: 2018016452
BK: 4515 PG: 48
3/13/2018 8:35 AM
Recording \$333.00

Second Amended and Restated Declaration of Covenants
For The
Oakbridge Homeowners Association at Sawgrass

SUBSTANTIAL REWORDING OF THE DECLARATION. FOR ORIGINAL WORDING SEE OFFICIAL RECORD BOOK 1159, PAGE 1197, ET SEQ. OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

This amended and restated Declaration of Covenants and Restrictions for the Oakbridge Homeowners Association at Sawgrass is made effective March 5, 2018 by the Oakbridge Homeowners Association Inc., a Florida corporation not-for-profit.

Recitals:

- A. The Declaration of Covenants for Caballos Del Mar, Unit One has been recorded against certain real property located in St. Johns County, Florida, in official records book 433 page 582 and has been subsequently amended and supplemented in official records book 439 page 115 and have been subsequently amended and supplemented (said declaration and all amendments and supplements thereto which have been recorded prior to the effective date hereof are together referred to herein as the "prior covenants").
- B. The Innlet Beach, Unit Two, Unit Three and Unit Four covenants have been recorded against certain real property located within St. Johns County, Florida, in official records book 315 page 546 of the current public records of St. Johns County, Florida and have been subsequently amended and supplemented (said covenants and all amendments and supplements thereto which have been recorded prior to the effective date hereof are together referred to herein as the "prior covenants").

- C. The Innlet Beach, Unit One and Unit Five covenants have been recorded against certain real property located within St. Johns County, Florida in official records book 358 page 502 of the current public records of St. Johns County, Florida and have been subsequently amended and supplemented (said covenants and all amendments and supplements thereto which have been recorded prior to the effective date hereof are together referred to herein as the "prior covenants").
- D. The Innlet Beach Unit Eight covenants have been recorded against certain real property located within St. Johns County, Florida, in official records book 315 page 535 of the current public records of St. Johns County, Florida, and have been subsequently amended and supplemented (said covenants and all amendments and supplements thereto which have been recorded prior to the effective date hereof are together referred to herein as the "prior covenants").
- E. Pursuant to Article 10.1 of Innlet Beach Unit One and Unit Five and Innlet Beach Unit Two, Unit Three and Unit Four; and in Section 11.1 of Innlet Beach Unit Seven (Caballos Del Mar) and Innlet Beach Unit Eight covenants and restrictions said covenants may be amended by a duly recorded instrument executed by the President and Secretary of the Association upon the affirmative vote of two-thirds (2/3) or more of the members of each association.
- F. The Oakbridge Homeowners Association's desire to completely amend and restate all provisions of the prior Innlet Beach Unit One and Unit Five; Innlet Beach Unit Two, Unit Three and Unit Four; Innlet Beach Unit Seven (Caballos Del Mar) and Innlet Beach Unit Eight as more particularly stated hereafter. However, except as specifically provided herein, none of the parties hereto intend to expand, waive or otherwise relinquish any rights which exist under the prior Innlet Beach Unit One and Unit Five, Innlet Beach Unit Two, Unit Three and Unit Four, Innlet Beach Unit Seven (Caballos Del Mar) and the prior Innlet Beach Unit Eight covenants or which may be enforceable by any against the other.

Now therefore the Oakbridge Homeowners Association hereby amend and restate all terms and provisions of the prior Innlet Beach Unit One and Unit Five Covenants; the prior Innlet Beach Unit Two, Unit Three and Unit Four covenants; the prior Innlet Beach Unit Seven (Caballos Del Mar) covenants and the prior Innlet Beach Unit Eight covenants, as follows.

ARTICLE I DEFINITIONS

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

- (a) "Association" shall mean and refer to the Oakbridge Homeowner's Association, Inc., a Florida corporation not for profit, the Charter and Bylaws of which are attached hereto and made a part hereof as Exhibits B and C. This is the Amended and Restated Declaration of Covenants, to which the Amended and Restated Articles of Incorporation (the "Articles of Incorporation") and Amended and Restated Bylaws (the "Bylaws") of the Association make reference.
- (b) "Declaration" shall mean and refer to this Declaration of Covenants for the Oakbridge Homeowner's Association as recorded in the public records of St. Johns County as the same may be amended from time to time.
- (c) The Oakbridge Homeowner's Association shall mean and refer to the Property as hereinafter defined which constitutes a portion of the real property described in Development of Regional Impact Order issued by the Board of County Commissioners of St. Johns County, Florida, dated July 8, 1975, and Planned Unit Development Ordinance Number 75-15 issued by the Board of County Commissioners of St. Johns County, Florida dated August 19, 1975, as the same may be amended from time to time, and other property which may be administered by the Association from time to time.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any part of the Property subject to this Declaration, including contract sellers (but not contract purchasers) and Developer.
- (e) "Common Area" shall mean and refer to that certain real property as described owned by the Association for the common use and enjoyment of the Members.
- (f) "Property" or "Properties" shall mean and refer to that certain real property as described on Exhibit A attached.
- (g) "Residential Dwelling Unit (RDU)" shall mean and refer to any improved portion of the Property intended for use as a single family or multi-family residential dwelling, including without limitation, any single family detached dwelling, garden home or patio dwelling, title to which is vested in a Class A Member of the Association.
- (h) "Residential Lot" shall mean and refer to any unimproved parcels of land located within the Property which have been platted into lots for use as sites for single family detached dwellings, as such lots are described in a final subdivision plat recorded in the public records of St. Johns County, Florida and title to which is vested in a Class A Member of the Association. A parcel of land meeting the above criteria shall be deemed to be unimproved as a Residential Lot until improvements constructed thereon are sufficiently completed for occupancy so as to be defined as Residential Dwelling Unit.

- (i) "Members" shall mean and refer to the Members of the Association as defined and described in the Articles of Incorporation of the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Johns County, Florida and is legally described on Exhibit A, attached hereto, all of which real property shall hereinafter be referred to as the "Property".

Section 2. Additions of Property. Additional lands may become subject to this Declaration, or lands may be withdrawn from and relieved of covenants, restrictions, easements, charges and liens of this Declaration in the following manner:

- (a) Other Additions. The Association may also annex additional lands to the Property upon the affirmative vote of two-thirds (2/3) of the total voting power of the Association at a regular meeting of the Association or at a special meeting duly called for such purpose and upon obtaining any county or governmental approvals as may be required by law.
- (b) Supplementary Declaration. The addition of property to or withdrawal of property from, this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration of covenants with respect to the property to be added. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the basis of assessment or amounts thereof, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.
- (c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the property together with the covenants and restrictions established upon the Property together with the covenants and restrictions established upon any other property as one

scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

ARTICLE III COMMON PROPERTY

Section 1. Title to Common Area. The Association shall hold the title to roads and other common areas which are, or have been designated, for the use or benefit of all of the Owners of the Property in accordance with the Master Plan, subject to taxes for the year of conveyance, restrictions, conditions, limitations, easements of record and for drainage and public utilities, perpetual non-exclusive easements for ingress to and egress from all property constituting part of the Master Plan, non-exclusive use rights of the members of the Existing Master Associations and such other non-exclusive use rights as may be granted prior to Association accepting title to such Common Areas.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

- (a) The right of the Association (in accordance with its Articles and Bylaws), to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;
- (b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (d) all provisions of this Declaration, any plat of all or any part of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and Bylaws of the Association;
- (e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and
- (f) easements and other matters referenced in Section 1 of this Article III, and in Article VIII hereof.

ARTICLE IV

OAKBRIDGE HOMEOWNERS ASSOCIATION INC.

The Homeowners have caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as THE OAKBRIDGE HOMEOWNERS ASSOCIATION INC., in accordance with its Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association authorize, in its discretion, its dissolution in the event of annexation of the property administered by such Association by a municipality, and provide for, among other things, the exercise of architectural control of improvements constructed within the Property and for membership and voting rights in the Association.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation Of The Lien and Personal Obligation For The Assessments. Each Owner of any Residential Dwelling Unit, Residential Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon that portion of the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of residents of the Property, including, but not limited to, the cost of road and lake maintenance, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Annual Assessment. Annually, the Board of Directors of the Association shall fix the assessments which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 4. Rates of Assessments.

- (a) The rate of the annual assessment which shall be levied against the following categories of the Property shall be as follows:
1. A Residential Dwelling Unit shall be assessed an annual assessment amount as established by the Board of Directors.
 2. A Residential Lot shall be assessed an annual assessment amount as established by the Board of Directors, but in no event shall said assessment exceed one-half (1/2) of the annual assessment of an RDU.
- (b) The Owner of any assessable property as to which the assessment category changes during an assessment period or which becomes subject to assessment during an assessment period, shall pay the amount attributable to such new assessment category for the prorated portion of the year remaining subsequent to such change or creation of assessment category.

Section 5. Date Of Commencement Of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties Of The Board Of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing the date of the commencement and the amount thereof. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Section 3 hereof; the Board may levy special assessments for the following purposes:

- (a) construction or reconstruction, repair or replacement of capital improvements, including special maintenance upon the Common Areas including the necessary fixtures, landscaping and personal property related thereto;
- (b) for additions to the Common Areas;
- (c) to provide for the necessary services and the facilities and equipment to offer the services authorized herein;
- (d) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year;

Such special assessment before being charged must have received the consent of a majority of the votes of all of the Members who are voting in person or by proxy at a meeting duly called and constituted for this purpose. A special assessment levied for the purpose of emergency repairs required as a result of storm, fire and natural disaster or other casualty loss or major rehabilitation or repair shall be levied at the discretion of a majority of the Board of Directors. The proportion of each special assessment to be paid by the Owners of each category of Property shall be equal to the respective proportions of the regular annual assessments made for the year during which such special assessments are made.

Section 8. Effect Of Non-Payment Of Assessment: The Lien, Remedies Of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may bring an action to foreclose the lien, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination Of The Lien to First Mortgages. The lien of the assessments and other charges as provided for in this Declaration shall be subordinate to the lien of any institutional first mortgagee (hereinafter "Mortgagee") (this specifically does not include any mortgage from a buyer to a seller) hereafter placed upon any Residential Dwelling Unit or Residential Lot, so long as that mortgage is recorded prior to any Claim of Lien filed by the Association. Such subordination shall benefit the Mortgagee who obtains title to a Residential Dwelling Unit or Residential Lot by deed in lieu of foreclosure, pursuant to a decree

of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of its mortgage only as to the assessments and other charges which have become due and payable prior to obtaining title; except that it shall owe the Association the greater of (1) the amount due pursuant to Section 720.3085, Florida Statutes, as subsequently amended or (2) the unpaid Annual Assessments and Special Assessments that accrued during the 12 months immediately preceding the acquisition of title (or prior to the Association's acquisition of title, if title was acquired from the Association). As to any other party (excluding the Association or the Mortgagee) (hereinafter "Third Party") who obtains title to a Residential Dwelling Unit or Residential Lot pursuant to a foreclosure sale or otherwise, such Third Party shall be obligated to pay the Association all unpaid assessments, fines, interest, late fees, collection and other costs, and attorneys' fees and costs that accrued as of the date of such conveyance. No sale or other transfer shall relieve any Residential Dwelling Unit or Residential Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) any Property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; (c) all Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 11. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the Property or members of the Association or any surviving or consolidated association pursuant to a merger or consolidation of the Association with another association or shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgement of the Board as to the expenditure of said funds shall be final. The funds collected may be expended for the mutual benefit of the Members of the Association and members of the Existing Master Associations at the discretion of the Board.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure or any Residential Dwelling Unit, Residential Lot needing same in the Associations' opinion. Exterior maintenance includes, without limitation, painting, repairs, replacing or repairing roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided,

however, that to the extent such maintenance is required to be performed and is actually performed by another property owner's association for the area in which any such Property is located, such maintenance shall not be duplicated by the Association.

Section 2. Assessment Of Cost. The cost of maintenance performed by the Association as provided in Section 1 above shall be assessed against the Property upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 3. Access At Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE VII

OAKBRIDGE HOMEOWNER'S ASSOCIATION, INC. ARCHITECTURAL CONTROLS

Section 1. Structure or Improvements. No structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of the Association, or by the Architectural Review Board (ARB) thereof in accordance with the provisions of the Bylaws of the Association. If the Association or the ARB thereof shall determine, in its sole discretion, that any such improvements will not have an adverse impact upon areas located outside the jurisdiction of such property owners association or will not affect subdivision buffer areas, subdivision, entranceways, or visibility from street intersections, the approval or disapproval of the Association shall be dispositive.

Section 2. The Sawgrass Players Club Association Architectural Control Committee (ACC) has the right to approve or disapprove of everything else pertaining to the harmony of external design and relation to surrounding structures. In also states that the ACC has sole and exclusive right to identify any items that will not adversely affect buffer zones between subdivisions or entrances to subdivisions, or visibility from golf courses and roadways. Many of these items can then become the responsibility of the Oakbridge Homeowners Association Architectural Review Board (ARB) which must be an established entity of the Board.

Those specific items in Section 3 below are the primary responsibility of ARBs until otherwise notified. When an appeal is made to an ARB decision, the ACC can be asked by the homeowner to review the request.

Section 3. All requests are to be first submitted to the ARB. Those other than listed below should be forwarded to the ACC, along with the ARB recommendations.

The following requests are the sole responsibility of the ARB to insure that the proposed changes will remain consistent with the present appearance of Oakbridge Homeowner's Association.

- A. Changes in exterior paint colors.
- B. Changes in roof shingles.
- C. Screen enclosures not affecting the footprint of the house.
- D. Outside lighting.
- E. Mailboxes.
- F. Recreational structures, such as basketball backboards, swings, slides, children's playhouses, tree houses.
- G. Landscape changes not affecting drainage.
- H. Fencing.
- I. Satellite dishes not exceeding 18" in diameter.

For many of these items, both the location and the design are important factors to be considered.

Any requests for changes other than these should be forwarded to the Players Club ACC. The ACC will then determine whether that particular request should be handled by them or returned to the Oakbridge Homeowners Association for handling. When new technology affecting exterior appearance creates homeowner demand (such as in the case of the 18" satellite dish), the ACC along with The ARB/ACC Coordination Committee will review the appropriateness of adding that item to the above list.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Roadways. Each Owner and their guest, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property and such other persons as the Association may from time to time designate, shall be granted a non-exclusive and perpetual right of ingress and egress over and across certain roadways constructed within and serving the Property with access to publicly dedicated rights of way, including, but not limited to, Parcels A, B and C as depicted on the plat of the Oakbridge Roadways recorded in Map Book 15 at page 42, and Alta Mar Drive, as depicted on the plats of Innlet Beach Unit Two recorded in Map Book 12 at page 60 and Innlet Beach Unit 6 recorded in Map Book 13, at page 44, all of the public records of St. Johns County, Florida (all of the above being hereinafter referred to as the "Roadways"). The Association reserves and 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 the Property, provided the Association shall not deny an owner or mortgage lender the right of ingress and egress to property owned by such owner, or mortgaged in favor of such mortgage lender.

The Association shall have the right, but no obligation, to adopt reasonable rules and regulations pertaining to use of the Roadways and the right but no obligation, from time to time, to control and regulate all types of traffic on the Roadways. The Association shall have the right but no obligation, to control the movement of vehicular traffic within the Property and Roadways by traffic or vehicles (including, without limitation, vehicles not designed or licensed for highway use) which in the opinion of the Association would or might result in damage to the Roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the Roadways. The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will, in the judgment and opinion of the Association, obstruct the vision of a motorist upon any of the Roadways.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 6 feet above any roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 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. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Board and approval by the appropriate city, county or state official or department.

The right of ingress and egress over and upon Roadways constituting a part of the Property, according to declaration or plat recorded in the public records of St. Johns County, Florida, and which are maintained by The Association may be limited to an easement for the benefit of Owners of Property.

Section 2. Easements. Prior to the recordation of this Restated Declaration, easements may have been reserved by the Developer for utility, drainage or other purposes within the Property. The Developer reserves the right to assign any and all such easements for installation of utilities or other uses deemed by the Developer to be necessary or appropriate for the service of the Property. Any wall, fence, paving, planting or other improvements placed upon and easements affecting the Property by the Owner of the Property on which the easement lies shall be removed, if required by the Association, or his assignee at the expense of said Owner. All

Owners shall make use of the Property in conformance with the terms and conditions of such easements.

Section 3. Temporary Structures. No temporary buildings; no tents, trailers, vans, shacks, tanks or accessory buildings or structures shall be erected or permitted to remain on any of the Property without the prior written consent of the Association.

Section 4. Commercial Activity. All lots within the Property designated as Residential Parcels shall be used for single family residential purposes only. No commercial or business activity shall be carried on without approval of the Board of Directors.

Section 5. Nuisances. Nothing shall be done on any portion of the Property which may be or become an annoyance or nuisance to Owners of the Property or adjacent properties. In the event of any question as to what may be or may become a nuisance, such questions shall be submitted to the Association for a decision in writing.

No "For Rent", "For Sale" or other sign of any kind shall be erected or displayed on any of the Property unless the Association or the ARB thereof has approved in writing the design, materials, lettering and location of said sign.

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and, in the event the Owner thereof shall fail or refuse to keep the Property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the Property and remove same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in areas so that they may not be visible from the adjoining properties.

No dumping of grass clippings, yard trash, garbage, construction materials, soil, or other silt causative, toxic chemicals, excess fertilizer, excess pesticides or any other materials foreign to fresh water shall be made by blowing, or by runoff into the Water Management System canals or ditches or swales or into the storm sewers that feed into the Water Management System canals or ditches or swales.

Section 6. Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on the Property.

Section 7. Docks, Boathouses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, pilings, boathouses or boat shelters of any kind or any other construction shall be erected on or over waterways without the proper written approval of the Association or architectural review board thereof. Shoreline contours above or below water may not be changed without the written approval of the Association or architectural review board thereof. No portion

of the Property shall be increased in size by filling in the waters on which it abuts. No vessel or boat shall be anchored offshore in any of the waterways adjacent to the Property without prior written approval of the Association. No boathouse shall be constructed on or adjacent to any of the waterfront Property, nor shall any boat canal be dug or excavated in any of the waterfront Property without the same being approved by the Association. The waters of the various canals and lakes traversing portions of the Property shall be used or navigated only by the Members of the Association and their designees, lessees or invitees. No gasoline or diesel powered boats of any kind shall be kept or used on waters subject to these restrictions or any waters within the Property or located within the lands adjacent to the Property.

Section 8. Drainage. No changes in elevations of Property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of rain water or which shall result in any alteration of the drainage system for the Property and the lands adjacent to or near the Property, or which shall in any way affect the drainage system for the benefit of the Property and lands adjacent to the Property without the prior written consent of the Association.

Section 9. Boats and Motor Vehicles. No boats, mobile homes, recreational vehicles or other motor vehicles, except four wheel passenger automobiles, vans, shall be placed, parked or stored upon any areas of the Property designated for residential use (unless approved by the Association), nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. Further no commercial vehicle of any type shall be parked or stored on any road, street, driveway, yard or lot for any period of time in excess of 24 hours except in garages.

Section 10. Trees. No tree or shrub, the trunk of which exceeds four (4) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB and ACC.

Section 11. Animals. All domestic animals shall be kept under control by the Owner at all times and leashed when upon the Property. Domestic animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

Section 12. Residential Lots. All lots in the Subdivision are Residential Parcels and shall be used exclusively for single family residential purposes. No lot shall be subdivided so as to reduce its size. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Residential Parcel other than one, detached single family residence dwelling not to exceed two (2) stories and a private garage for not more than three (3) cars. This shall not prohibit the construction of one residence upon two (2) or more lots. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Board.

Any dwelling or other structure on any lot in the Subdivision which is destroyed in whole or in part must be rebuilt within one (1) year. All debris must be removed and the lot restored to a slightly condition within sixty (60) days.

Section 13. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article shall constitute an easement and servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Association and/or the Owners and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 14. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Declaration shall give the Association in addition to all other remedies, the right to impose fines to be collected by the Association in the manner provided for the collection of assessments set forth in Article V herein, including but not limited to the filing of a lien, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them and the expense of such enforcement shall be borne by the then violating Owner or Owners of the Property. Expenses of enforcement shall include reasonable attorneys' fees incurred by the Association in seeking enforcement and all costs of enforcement (including but not limited to pre-litigation efforts, litigation, and claims for attorneys' fees and costs at all stages including determination of entitlement and amount due).

Should the Association make a request in writing to the Players Club Association this Article shall give the Players Club Association in addition to all other remedies, the right but not the obligation to impose fines on Owners to be collected by the Players Club Association in the manner provided for assessments set forth in Article V of the Players Club Amended and Restated Declaration of Covenants; the right but not the obligation to proceed at law or in equity to compel compliance with the terms of its Declaration and to prevent the violation or breach of it, and the expense of such enforcement shall be borne by the then violating Owner or Owners of the Property. Expenses of enforcement shall include reasonable attorneys' fees incurred by the Association in seeking enforcement and all costs of enforcement (including but not limited to pre-litigation efforts, litigation, and claims for attorneys' fees and costs at all stages including determination of entitlement and amount due).

The invalidation by any court of any of the restrictions or provisions contained in this Article shall in no way affect any of the other restrictions or provisions, but they shall remain in full force and effect.

Section 15. Leasing. Entire residences may be rented provided the occupancy is only by the tenant, his/her family and non-paying social guests. No rooms may be rented and the residence may not be used for hotel (including "Airbnb" type rentals) or transient purposes. No leased property may be sub-leased. An Owner shall remain responsible for complying with all obligations under the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations of the Association (the Governing Documents) along with the tenants during the term of any lease. The initial term of any lease shall be for a period of not less than six (6) months. All leases shall be in writing and the Owner must provide a copy of the fully executed lease to the Association or its agent within ten (10) days of its execution. The lease shall include (and if it does not, shall be deemed to include) the provisions that the tenant is subject to the provisions of the Governing Documents and that the Owner designates the Association as the Owner's agent for purposes of evicting any tenant upon reasonable notice of a major or repeated minor violations of the Governing Documents at Owner's expense, which shall be essential elements of the lease. The Owner is responsible for providing copies of the Governing Documents to the tenant when the lease is signed. All rights to the use and enjoyment of the Common Area transfer to the tenant for the term of the lease regardless of any contrary provisions in the lease. The Owner is jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Area resulting from acts or omissions of any tenant (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant or his/her family or guests. Assessments may be levied against the Residential Dwelling Unit for such amounts in the manner prescribed by Article V herein. Failure to comply with this provision may result in the Owners right to lease being suspended for up to twelve (12) months. This restriction regarding the term of rentals does not apply to situations directly associated with the sale of a residence. Owners may apply for a hearing before the Board in the event of a suspension or to request a variance from this restriction in the case of financial or personal hardship. Variances may be granted in the sole discretion of the Board. The Board may promulgate further rules and regulations regarding leasing, and may adopt a rule allowing a variance for all Owners which would be in effect for certain professional golf events.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Property subject to this Amended and Restated Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date the Prior Declaration was recorded. Upon the expiration of said thirty (30) year period, this Amended and Restated Declaration may be extended for successive additional periods if a majority of the Members, voting at a duly called and constituted meeting of the Membership noticed specifically for such purpose, vote in favor of extending this Amended and Restated Declaration. The length of each extension shall be

established by such vote. Violation or breach of any condition, covenant or restriction herein contained, or of any rule duly promulgated by the Association, shall give the Association, and/or the Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said covenants, restrictions, or rules, and to prevent the violation or breach of any of them, and the expense of such enforcement shall be borne by the then Owner or Owners of the subject property. The expense of enforcement of such covenants, restrictions or rules shall include reasonable attorney's fees incurred by the Association or the Owners in seeking such enforcement, regardless of whether litigation is instituted.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 6. Delegation of Services/Management. The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency, or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided, the services for which assessments are made as set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services, which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. Except as otherwise provided elsewhere in this Restated Declaration, the procedure for amendment shall be as follows: all proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association (subject to the quorum requirements set forth in the Bylaws) and any such proposed amendment shall be deemed approved if approved by fifty-one (51%) percent of the votes of the membership cast at such meeting. If any proposed amendment to this Declaration is approved by the Members as set forth

above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall be recorded in the public records of St. Johns County, Florida as provided in Article II hereof.

Section 8. Affect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof, including the obligation to pay assessments or lien therefor, shall constitute a defect, encumbrance, lien or cloud upon the title of any portion of the property included within the Master Plan or any property other than the real property as described on Exhibit A attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the public records of St. Johns County, Florida as provided in Article II hereof.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association contemplated under this Declaration, the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 10. Rules and Regulations. The Association may adopt rules and regulations consistent with these covenants and restrictions.

IN WITNESS WHEREOF, the Association has executed this Second Amended and Restated Declaration of Covenants for The Oakbridge Homeowners Association at Sawgrass is executed as of the date first written above.

Signed, sealed and delivered in
the presence of:

**OAKBRIDGE HOMEOWNERS
ASSOCIATION, INC.**

Witness sign *Gregory L Perrine*

By: *Art Gormley*
Art Gormley, President

Witness print Gregory L Perrine

Witness sign *Rosanne P. Perrine*

Witness print Rosanne P. Perrine

Attest: By: Barbara A Prochaska
Barbara Prochaska, Secretary

Witness sign Gregory L Perrine

Witness print Gregory L Perrine

Witness sign Rosanne P. Perrine

Witness print Rosanne P. Perrine

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing Second Amended and Restated Declaration of Covenants for The Oakbridge Homeowners Association at Sawgrass was acknowledged before me this 12th day of March, 2018, by Art Gormley, as President and by Barbara Prochaska, as secretary of Oakbridge Homeowners Association, Inc., a Florida not for profit corporation, for the corporation, who are personally known to me or who have produced _____ as identification.

Linda A Card
NOTARY PUBLIC

State of Florida
My Commission Expires:



LINDA A. CARD
MY COMMISSION # GG 034541
EXPIRES: October 16, 2020
Bonded Thru Budget Notary Services

Exhibit A

For “Innlet Beach, Unit Seven” property described in map book 13, pages 102-103, inclusive in the public records of St. Johns County, Florida.

For “Innlet Beach, Unit Two, Unit Three and Unit Four” property described in the plat recorded in map book 12, pages 60-62, 69-75, inclusive in the public records of St. Johns County, Florida.

For “Innlet Beach, Unit One and Unit Five” property described in the plat recorded in map book 13, pages 14 - 20 inclusive in the public records of St. Johns County, Florida.

For “Innlet Beach, Unit Eight” property described in the plat recorded in map book 13, pages 111-113 inclusive in the public records of St. Johns County, Florida.

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Rosanne P. Perrine, Esq.
Law Office of Rosanne P. Perrine, P.A.
P.O. Box 3060
Ponte Vedra Beach, Florida 32004
(904) 280-5190

Public Records of St. Johns County, FL
Clerk number: 2018016451
BK: 4515 PG: 46
3/13/2018 8:35 AM
Recording \$18.50

**CERTIFICATE OF AMENDMENT FOR THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS FOR THE
OAKBRIDGE HOMEOWNERS ASSOCIATION AT SAWGRASS**

THE UNDERSIGNED, being the duly elected and acting President and Secretary of **OAKBRIDGE HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association"), pursuant to Florida Statutes and the Amended and Restated Declaration of Covenants for The Oakbridge Homeowners Association at Sawgrass, as recorded in Official Records Book 1156, page 0587, et seq. and re-recorded at Official Records Book 1159, page 1197, et seq. of the public records of St. Johns County, Florida (the "Declaration"), hereby certify that the amendment recorded herewith and entitled Second Amended and Restated Declaration of Covenants for the Oakbridge Homeowners Association at Sawgrass (the "Amendment") was duly adopted at a meeting of the members on the 5th day of March, 2018 (hereinafter the "Meeting").

The Amendment was approved at the Meeting in accordance with the requirements of Article IX, Section 7 of the Declaration by the affirmative vote of not less than fifty-one (51%) percent of votes cast by members in person or by proxy at the Meeting at which a quorum was attained. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

IN WITNESS WHEREOF, this Certificate of Amendment is executed this 12th day of March, 2018.

Signed, sealed and delivered in
the presence of:

Witness sign [Signature]

Witness print Gregory L Perrine

Witness sign [Signature]

Witness print Rosanne P. Perrine

**OAKBRIDGE HOMEOWNERS
ASSOCIATION, INC.**

By: [Signature]
Art Gormley, President

Witness sign *[Signature]*

Attest: By: *Barbara Prochaska*
Barbara Prochaska, Secretary

Witness print Gregory L Perrine

Witness sign *[Signature]*

Witness print Rosanne P. Perrine

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing Certificate of Amendment me this 12th day of March, 2018, by Art Gormley, as President and Barbara Prochaska, as Secretary, of Oakbridge Homeowners Association, Inc., a Florida not for profit corporation, for the corporation, and they are personally known to me or they have produced _____ as identification.

Linda A Card
NOTARY PUBLIC

State of Florida
My Commission Expires:



LINDA A. CARD
MY COMMISSION # GG 034541
EXPIRES: October 16, 2020
Bonded Thru Budget Notary Services

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

May 1, 2020

Thomas M. Jenks, Esq.
Gunster Law Firm
225 Water Street, Suite 1750
Jacksonville, Florida 32202-5137

**Re: The Oakbridge Homeowners Association, Inc., Approval;
Determination Number: 20077**

Dear Mr. Jenks:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for The Oakbridge Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

A handwritten signature in black ink, appearing to read 'James D. Stansbury', is written over a faint, larger version of the signature.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.