

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.

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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 # GG251349  
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

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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 Inlet 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, aeriels, 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 Inlet Beach Unit Two recorded in Map Book 12 at page 60 and Inlet 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 sightly 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 *[Signature]*

By: *[Signature]*  
Art Gormley, President

Witness print Gregory L Perrine

Witness sign *[Signature]*

Witness print Rosanne P. Perrino

Attest: By: Barbara A Prochaska  
Barbara Prochaska, Secretary

Witness sign [Signature]

Witness print Gregory L Perrine

Witness sign [Signature]

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:

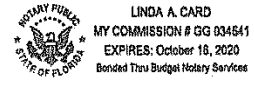


Exhibit A

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.



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

February 16, 1996

CAPITAL CONNECTION, INC.  
P O BOX 10349  
TALLAHASSEE, FL 32302

The Articles of Incorporation for THE OAKBRIDGE HOMEOWNERS ASSOCIATION, INC. were filed on February 16, 1996 and assigned document number N9600000830. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

**PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.**

**A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.**

**A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.**

**SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.**

Should you have any questions regarding corporations, please contact this office at the address given below.

Pamela Hall, Document Specialist  
New Filings Section

Letter Number: 596A00006943

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

# State of Florida



Department of State

I certify from the records of this office that THE OAKBRIDGE HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 16, 1996.

The document number of this corporation is N96000000830.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
Sixteenth day of February, 1996



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE OAKBRIDGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on February 16, 1996, as shown by the records of this office.

The document number of this corporation is N96000000830.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Sixteenth day of February, 1996



CR2EO22 (2-95)

*Sandra B. Mortham*

Sandra B. Mortham  
Secretary of State

EXHIBIT B

ARTICLES OF INCORPORATION  
OF  
THE OAKBRIDGE HOMEOWNERS ASSOCIATION, INC.  
( A corporation not for profit)

FILED  
95 FEB 16 PM 1:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

The name of this corporation shall be THE OAKBRIDGE HOMEOWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

- (a) To promote the health, safety and social welfare of the owners of property within that area described in Exhibit A of the restated Covenants, which area will be hereinafter referred to as the "Property".
- (b) To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, streets, and other common areas, and other improvements for the benefit of owners of the Property for which the obligation to maintain and repair has been deleted and accepted and to cooperate with other homeowner associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and other homeowner associations and to contribute to such common maintenance interests whether within or without the Property.
- (c) To control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems, basketball backboards, sheds, tree houses, skate board ramps, decks, children's play house, or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.
- (d) To maintain any common Property and/or to serve the Property for which the obligation to maintain has been delegated and accepted.
- (e) To provide, replace, improve, maintain and/or repair landscaping and paving, both real and personal, related to the health, safety, and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.
- (f) To operate without profit for the sole and exclusive benefit of its Members.

ARTICLE III  
GENERAL POWERS

The general powers that the Association shall have are as follows:

- (a) To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- (b) To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- (c) To delegate power or powers where such is deemed in the interest of the Association.
- (d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
- (e) To fix assessments to be levied against the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owners' associations for the collection of such assessments.
- (f) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.
- (g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
- (h) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrow or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
- (i) In general, to have all powers conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV

MEMBERS

The members shall consist of Owners of the Property, as such term is defined in the Amended and Restated Declaration of covenants for the Oakbridge Homeowners Association Inc. ("Declaration") and those persons defined as Members in the Innlet Beach Community Covenants and Innlet Beach Community Covenants II ("Covenants") all as recorded in the public records of

St. Johns County, Florida All terms as used herein which are defined in the Declaration and Covenants shall have the same meaning as defined therein, provided for purposes of these Articles, the term Property shall mean the Property as defined in the Declaration and the Platted Property as defined in the Covenants. There shall be one class of Member as follows:

Class A Member. Class A Member shall be owners of Residential Dwelling Units, Residential Parcels or Residential Lots, within the Property. Owners of Residential Dwelling Units, Residential Parcels or of Residential Lots shall automatically become a Class A Member upon the purchase of such Residential Dwelling Units, Residential Parcels or Residential Lots.

#### ARTICLE V

##### VOTING

(a) A Class A Member shall be entitled to one (1) vote for each Residential Lot, Residential Parcel or Residential Dwelling Unit which such Class A Member owns.

(b) When any Property entitling an Owner to membership as a Class A Member is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, one and only one of such persons who shall be designated by such owners shall become the Member entitled to vote. Such vote shall be exercised as they among themselves determine or as the covenants and restrictions applicable to such Property shall determine, but in no event shall more than one (1) vote be cast with respect to any such Property. Where a partnership, corporation or other entity in a Class A Member, such corporation or partnership or other entity shall designate one representative of such partnership, corporation or entity to be the Member entitled to vote.

#### ARTICLE VI

##### BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of nine (9) Directors. The Directors shall be members of the Association and shall be elected in the manner provided in the Bylaws.

#### ARTICLE VII

##### CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VIII

##### BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be amended by majority vote of the Directors present at a duly called meeting of the Board of Directors.

ARTICLE IX

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be amended by a majority vote of the Directors present at a duly called meeting of the Board of Directors.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

(A) The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding;

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law. The liability of the Directors and officers of the Association for money damages shall be eliminated to the fullest extent permissible under Florida law.

#### ARTICLE XI

##### TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) A Director or officer shall make full disclosure of his interest in any matter which shall excuse himself from any consideration of such matter.

(b) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(c) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

#### ARTICLE XII

##### DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(2) Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

(b) The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Fla. Stat. 617.1401 and 617.1402 or statute of similar import. In the event of incorporation by annexation or otherwise of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

ARTICLE XIII

MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Declaration and Covenants applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the total vote of the membership who are voting in person or by proxy at meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIV

PRINCIPAL OFFICE AND MAILING ADDRESS

The initial street address of the principal office is 10036 Sawgrass Drive, Ponte Vedra Beach, Florida 32082, and the mailing address of this Corporation is the same. The Board of Directors may from time to time move the principal office to any other address in Florida.

ARTICLE XV

INITIAL REGISTERED OFFICE AND AGENT

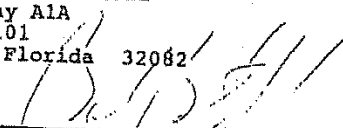
The street address of the initial registered office of this Corporation is 615 Highway 1A, Suite 101, Ponte Vedra Beach, Florida 32082 and the name of the initial registered agent of this Corporation at that address is Baron L. Bartlett Esq.

ARTICLE XVI

INCORPORATOR

The name and address of the person signing these Articles of Incorporation is:

Baron L. Bartlett ESQ.  
Bartlett, Miller & Morehead  
615 Highway 1A  
Suite 101  
Ponte Vedra Beach, Florida 32082

  
Baron L. Bartlett  
Incorporator

FILED

96 FEB 16 PM 1:26

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCEPTANCE OF DUTIES AS REGISTERED AGENT

I hereby accept all duties and obligations in acting as  
Registered Agent for The Oakbridge Homeowners Association, Inc: (a  
corporation for not for profit).

BARTLETT, MILLER & MOREHEAD  
615 Highway A1A, Suite 101  
Ponte Vedra Beach, FL 32082  
904/285-5299

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Daron L. Bartlett

FILED

96 FEB 16 PM 1:26

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCEPTANCE OF DUTIES AS REGISTERED AGENT

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corporation for not for profit).

BARTLETT, MILLER & MOREHEAD  
615 Highway A1A, Suite 101  
Ponte Vedra Beach, FL 32082  
904/285-5299

\_\_\_\_\_  
Daron L. Bartlett

EXHIBIT C

AMENDED AND RESTATED

BYLAWS

OF OAKBRIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

All terms used herein which are defined in the Amended and Restated Declaration of covenants for the Oakbridge Homeowners Association Inc., at Sawgrass (the "Declaration") or Inlet Beach Unit One and Unit Five Covenants and Inlet Beach Units Two, Three and Four, Inlet Beach Unit Seven and Inlet Beach Unit Eight (the "Covenants") recorded or to be recorded in the public records of St. Johns county, Florida, shall be used herein with the same meanings as therein defined; provided however, the term Property shall have the same meaning as defined in the Amended and Restated Articles of Incorporation of this Association (the "Articles of Incorporation").

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 10036 Sawgrass Drive, Ponte Vedra Beach, Florida 32082 or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III

VOTING RIGHTS AND ASSESSMENTS

1. The voting rights of the Class A membership of the Association shall be as set forth in the Articles of Incorporation of the Association.
2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and Covenants and shall result in the suspension of voting privileges during the period of such nonpayment.

ARTICLE IV

BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2 Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors even if the remaining Directors constitute less than a quorum. A Director appointed to fill a vacancy shall be appointed to fill the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

3 Members of the Board of Directors elected in 1996 and thereafter shall not be entitled to serve consecutive terms.

## ARTICLE V

### ELECTION OF DIRECTORS

1. An election of the Board of Directors shall not be valid, unless at least twenty percent (20%) of the eligible Members cast ballots in the election. The members of the Board of Directors shall be elected at-large by plurality vote as follows:

The candidate receiving the most votes shall be deemed elected. Thereafter, the then eligible candidate with the next highest number of votes shall be deemed elected. The remaining vacancies shall be filled in like manner after first determining which of the remaining eligible candidates has the most votes.

(a) The 1996 election shall be for nine (9) Directors, whose terms shall be as set forth below. There shall be three (3) groups: those elected for three (3) years, two (2) years and one (1) year. Group I shall be the three candidates receiving the highest number of votes and shall be seated for a term of three years expiring in 1999. Group II shall be the three candidates receiving the next highest number of votes and shall be seated for a term of two years expiring in 1998. Group III shall be the three candidates receiving the next highest number of votes and shall be seated for a term of one year expiring in 1997.

After the 1996 election, each Director elected shall serve a three (3) year term. No person shall be permitted to serve consecutive terms as a Director. Each Director shall hold office until his successor shall have been duly elected or appointed and qualified.

A director may be removed, with or without cause, by the Class A Members at a duly called meeting. In the event a Director shall fail to attend three (3) consecutive meetings of the Board, without being excused, such Director shall be subject to removal upon the affirmative vote of a majority of the Board.

2. Within forty-five (45) days prior to the date of the annual meeting of the Board of Directors, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary, or his delegee, shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the Members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Such nominations shall be made from among Members whose assessments are current. Nominations may also be made by a petition signed by at least three percent (3%) of the Members whose assessments are current provided

such petition is received by the Nominating committee at least fifty (50) days before the Annual Meeting

4 All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominating committee for such vacancies. Such ballots shall be prepared and mailed with a self-addressed, stamped return envelope by the Secretary or his delegee, to the Members at least fourteen (14) days in advance of the date set forth therein for a return. Upon receipt of such ballots Members may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these Bylaws

5. The completed ballots shall be returned to the Secretary at the principal office of the Association, or at such other address as designated upon each ballot not later than three days before the Annual Meeting.

6. Upon receipt of each ballot the Secretary, or his delegee, shall immediately place it in a safe or other locked place until the date set for the counting of such ballots. On that day the ballots shall be turned over to a committee which shall consist of five members appointed by the Board of Directors.

7. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors, which shall be held following the annual meeting each year.

#### ARTICLE VI

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:
  - (a) To call meetings of the Members and the Directors and to give notice thereof as required by these bylaws and by law.
  - (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever.
  - (c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors or as required by law.
  - (d) To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.
  - (e) To authorize or cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association

2 It shall be the duty of the Board of Directors

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed

(c) With reference to assessments of the Association:

(i) To fix the amount of the assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and;

(iii) To send written notice of each assessment to every Member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

## ARTICLE VII

### DIRECTORS AND MEETINGS

1. Regular meetings of the Board of Directors shall be held at such time and place as provided by law or by appropriate resolution of the Board of Directors.

2. Special meetings of the Board of Directors shall be held when called by a majority of the Board of Directors after not less than three (3) days notice to each Director.

3. Notice of all Board meetings shall be published and posted as required by law from time to time.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

## ARTICLE VIII

### OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. The President shall be a member of the Board of directors, elected from among the Board at the annual meeting of the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.

2. The officers of the Association shall be elected by the Board of Directors. New officers may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected or appointed and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors. The Secretary, or his delegee, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such Member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his delegee, shall keep proper books of account and cause an annual budget and an annual balance sheet statement to be prepared at the completion of each fiscal year and the budget and balance sheet statement shall be open for inspection upon reasonable request of a Member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE IX

COMMITTEES

1 The Standing Committees of the Association shall be

- The Executive Committee
- The Nominating Committee
- The Landscape and Maintenance Committee
- The Architectural Review Board (the "ARB")
- The Finance Committee
- The Communications Committee
- The Covenant Enforcement Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more Members and shall include a member of the Board of Directors and shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until the succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems desirable.

2. The Architectural Review Board shall be appointed by the Board of Directors and shall have the duties and functions described in the Declaration. The ARB shall consist of three (3) members who need not be members of the Board. The ARB shall have the following powers and duties:

(a) To approve or disapprove improvements or structures of any kind located or to be located upon the Property as provided in the Declaration.

(b) Any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

3. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

1. The regular annual meeting of the Members shall be held during the month of December or January of each year, and at such date and at such time as designated by the Board of Directors. The place of the annual meeting shall be determined by the Board of Directors. If the day for the annual meeting shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

2 Special meetings of the Members for any purpose may be called at any time by a majority of the Board of Directors or upon written request of the Members who have a right to vote one fourth of all the votes of the entire membership.

3 Notice of a special meeting or the annual meeting may be given to Members either personally or by sending a copy of the notice through the mail postage thereon fully prepaid to his address appearing on the books of the corporation. Each Member shall register his address with the Secretary and notices of such meetings shall be mailed to him at such address. Notice of any special meeting shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted unless otherwise provided in these Bylaws, the Articles or the Declaration.

4 The presence at any meeting of Members in person or by proxy entitled to cast twenty percent (20%) of the votes shall constitute a quorum for any action governed by these Bylaws, the Declaration or the Articles of Incorporation.

5 At all corporate meetings of Members, each Member may vote in person or by limited proxy if permitted by law. All proxies shall be in writing and filed with the Secretary.

Proxies shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxies shall extend beyond a period of ninety (90) days and every proxy shall automatically cease upon sale by the Member of his interest in the Property.

#### ARTICLE XI

##### BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

#### ARTICLE XII

##### SEAL

The Association shall have a seal in circular form having within its circumference the words: The Oakbridge Homeowners Association, Inc., corporation not for profit, 1996, Florida.

#### ARTICLE XIII

##### FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

#### ARTICLE XIV

##### AMENDMENTS

These Bylaws may be amended in the manner provided in the Articles of Incorporation.



## **EXHIBIT B**

### **LEGAL AND GRAPHIC DESCRIPTIONS**

Innlet Beach Unit Seven as described in the plat thereof recorded in in Map Book 13, pages 102 and 103, of the public records of St. Johns County, Florida.

Innlet Beach Unit Two as described in the plat thereof recorded in Map Book 12, pages 60 through 62, inclusive, of the public records of St. Johns County, Florida.

Innlet Beach Unit Three as described in the plat thereof recorded in Map Book 12, pages 69 through 72, inclusive, of the public records of St. Johns County, Florida.

Innlet Beach Unit Four as described in the plat thereof recorded in Map Book 12, pages 73 through 75, inclusive, of the public records of St. Johns County, Florida.

Innlet Beach Unit One as described in the plat thereof recorded in Map Book 13, pages 14 through 18, inclusive, of the public records of St. Johns County, Florida.

Innlet Beach Unit Five as described in the plat thereof recorded in Map Book 13, pages 19 and 20, of the public records of St. Johns County, Florida.

Innlet Beach Unit Eight as described in the plat thereof recorded in Map Book 13, pages 111 through 113, inclusive, of the public records of St. Johns County, Florida.



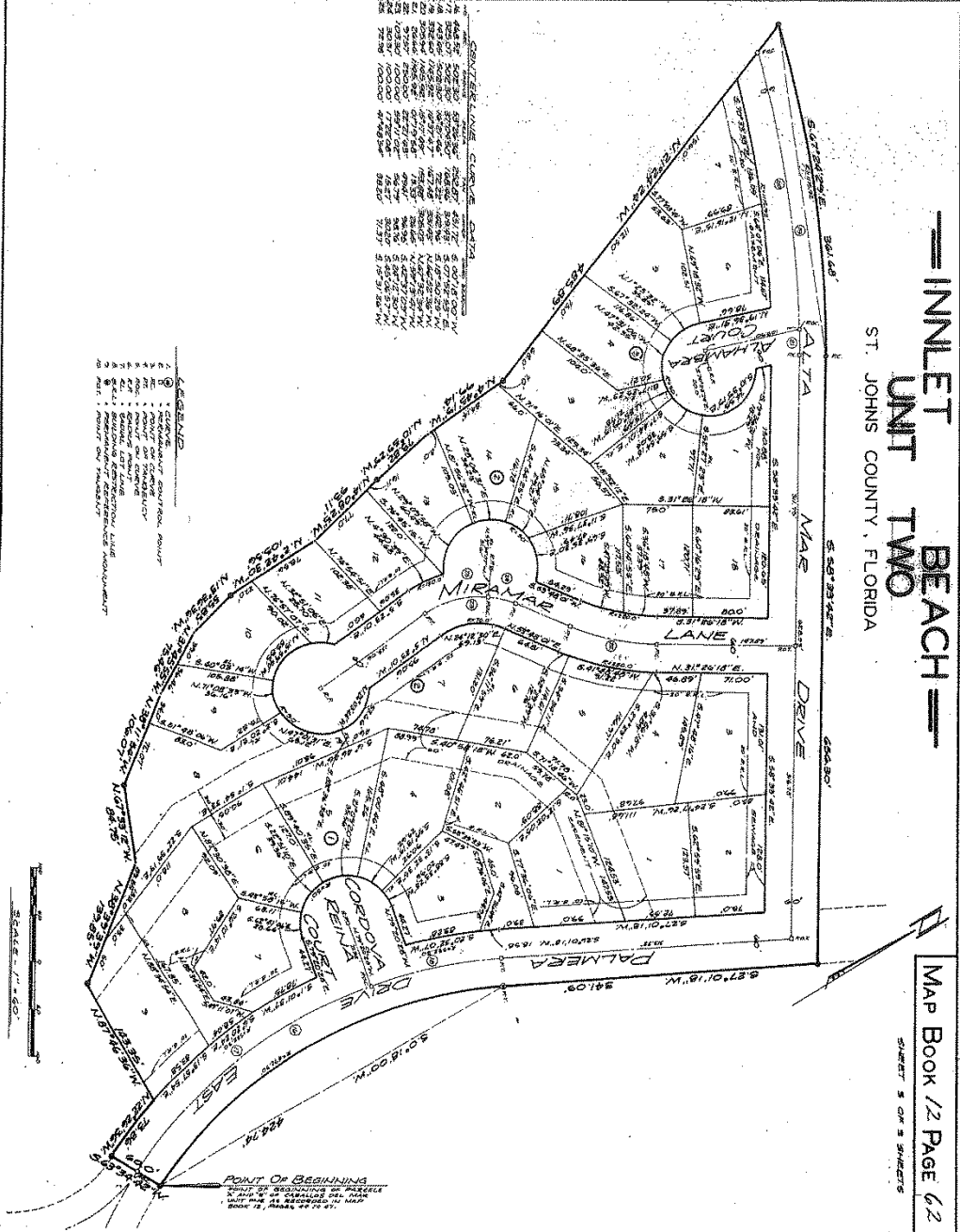






INLET BEACH  
 UNIT TWO  
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK 12 PAGE 62  
 SHEET 5 OF 8 SHEETS





**INLET BEACH**  
**UNIT THREE**  
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK / 2 PAGE 70  
 SHEET TWO OF FOUR SHEETS

**DEDICATION FOR MORTGAGE:**

This is to certify that the Chase Manhattan Bank (National Association), a national banking association, being the Mortgagee of the lands described in the foregoing caption of this plat do hereby join in and make operative a part of the adoption and dedication of said lands and plat for the use and purpose therein expressed.

In witness whereof, the Chase Manhattan Bank (National Association), a national banking association, has caused these presents to be signed by its Vice-President by and with the authority of its Board of Directors in its memo book with its association seal attached, this 22 day of April, A. D., 1976.

*John D. Beckwith*  
 Vice-President

*Charles A. DeLoe*  
 Charles A. DeLoe  
 12417 N. Boyce  
 Vice-President

STATE OF NEW YORK  
 COUNTY OF NEW YORK

I hereby certify that on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgments David M. Boyce, Vice-President of Chase Manhattan Bank (National Association), with full power and authority to do so, who executed the foregoing dedication and who acknowledged before me that he executed the same freely and voluntarily as the act and deed of said association, with the full power of said association without duress.

Witness my signature and official seal at New York, in the County of New York and State of New York, this 22 day of April, A. D., 1976.

*Charles A. DeLoe*  
 Charles A. DeLoe  
 Notary Public State of New York at Large  
 My Commission Expires 2/28/78

COUNTY SAINT-JEAN

I hereby certify that this plat has been examined and does it conform with the regulations of the St. John County Board of Supervisors.

Signed this 22 day of April, A. D., 1976.

By *Paul H. Boyce*  
 County Supervisor

COUNTY COMMISSIONER

This plat has been examined and is hereby accepted and approved for record this 22 day of April, A. D., 1976.

By *H. J. Boyce*  
 Chairman

**CLERK'S CERTIFICATE:**

This is to certify that this plat has been examined and that it conforms in form with Chapter No. 177 of the laws of the State of Florida and is filed for record in Map Book 62, Pages 62 to 73 of the Public Records of St. Johns County, Florida, this 22 day of April, A. D., 1976.

By *Paul H. Boyce*  
 Clerk

**CERTIFICATION OF TITLE:**

I hereby certify that FLETCHER LAND CORPORATION is the registered record 50% holder of the above portion that mortgages from FLETCHER LAND CORPORATION and THOUSAND PAGES MANAGEMENT CORPORATION to the Chase Manhattan Bank (National Association), a national banking association, in the amount of \$2,500,000.00, recorded in Official Records Volume 291, Page 84; in the amount of \$3,800,000.00, recorded in Official Records Volume 291, Page 123, in the amount of \$500,000.00, recorded in Official Records Volume 291, Page 699, all in the St. Johns County Public Records and I further certify that the 1975 St. Johns County Road Easement Taxes are due.

Signed this 22 day of April, A. D., 1976.

By *John S. Marshall*  
 John S. Marshall  
 Vice-President of  
 Title Insurance Company of Minnesota  
 Title of the South Division

RECORDED IN THE  
 PUBLIC RECORDS OF THE  
 COUNTY OF ST. JOHNS  
 FLORIDA  
 THIS 22nd DAY OF APRIL  
 1976

INLET BEACH  
UNIT THREE

MAP BOOK 72 PAGE 77  
SHEET THREE OF FOUR SHEETS

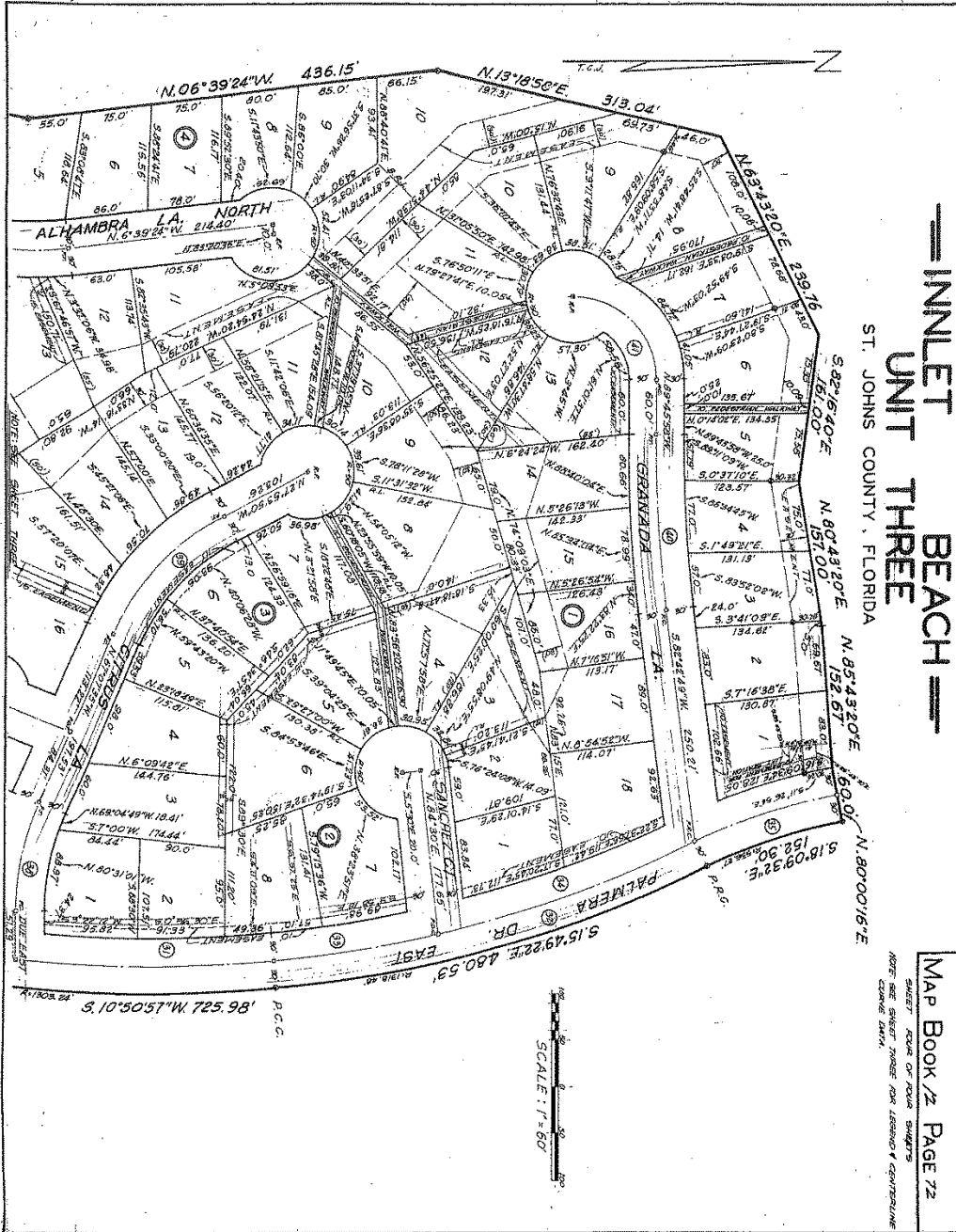


**GENERAL CURVE DATA**

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2	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
3	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
4	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
5	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
6	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
7	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
8	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
9	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
10	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
11	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
12	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
13	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
14	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
15	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
16	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
17	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
18	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
19	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
20	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
21	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
22	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"
23	146.00	146.00	146.00	N 0° 0' 0" E	0° 0' 0"

- LEGEND**
- 1. CURVE
  - 2. EASEMENT CONTROL POINT
  - 3. EASEMENT CONTROL POINT
  - 4. EASEMENT CONTROL POINT
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  - 14. EASEMENT CONTROL POINT
  - 15. EASEMENT CONTROL POINT
  - 16. EASEMENT CONTROL POINT
  - 17. EASEMENT CONTROL POINT
  - 18. EASEMENT CONTROL POINT
  - 19. EASEMENT CONTROL POINT
  - 20. EASEMENT CONTROL POINT
  - 21. EASEMENT CONTROL POINT
  - 22. EASEMENT CONTROL POINT
  - 23. EASEMENT CONTROL POINT

NOTES:  
1. DISTANCES SHOWN THIS (TO) ARE THE DISTANCES  
2. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
3. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
4. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
5. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
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10. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
11. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
12. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
13. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
14. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
15. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
16. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
17. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
18. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
19. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
20. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
21. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
22. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.  
23. FROM THE POINT OF BEGINNING TO THE POINT OF CURVE.



**INLET BEACH**  
**UNIT THREE**  
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK / PAGE 72  
 SHEET FOUR OF FOLIO SHADY  
 NOTE: SEE SHEET THREE FOR LEGEND & CONTROLS  
 SCALE: 1" = 60'



**INLET BEACH**  
**UNIT FOUR**  
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK 12 PAGE 74  
 SHEET 3 OF 3 SHEETS

**DEDICATION FOR MORTGAGES:**

This is to certify that the Chase Manhattan Bank, (National Association), a national banking association, being the mortgagee of the funds described in the foregoing caption of this plat do hereby join in and make operative a party of this subject and dedication of said lands and plat for the uses and purposes therein expressed.

In witness whereof, the Chase Manhattan Bank (National Association), a national banking association, has caused these presents to be signed by its Vice-President by and with the authority of its Board of Directors in its name and with its association seal affixed, this 22 day of April A. D., 1976.

*Charles M. McFarlane*  
 CHARLES MCFARLANE, N. A.  
 Vice-President

STATE OF NEW YORK  
 COUNTY OF NEW YORK

I hereby certify that on this day personally appeared before me an officer duly authorized to administer oaths and take solemn oaths, David M. Dwyer, Vice-President of Chase Manhattan Bank (National Association), a national banking association, to me well known to be the person who executed the foregoing dedication and who acknowledged before me that he executed the same freely and voluntarily as the set out and said association with the official seal of said association affixed thereto.

COUNTY SANTIAGO

I hereby certify that this plat has been examined and that it complies with the regulations of the St. Johns County Health Department.

Signed this 22 day of April A. D., 1976.  
*David M. Dwyer*  
 County Sealer

COUNTY COMMISSIONER

This plat has been examined and is hereby accepted and approved by the Board of County Commissioners of St. Johns County, Florida.

Signed this 22 day of April A. D., 1976.  
*Charles M. McFarlane*  
 Chairman

**CLERK'S CERTIFICATE:**

This is to certify that this plat has been examined and that it complies in form with Chapter No. 117 of the laws of the State of Florida and is filed for record in Map Book 12 Pages 73 and 74 of the Public Records of St. Johns County, Florida, this 22 day of April A. D., 1976.

Signed this 22 day of April A. D., 1976.  
*Charles M. McFarlane*  
 Clerk

**CERTIFICATION OF TITLE:**

I hereby certify that FLETCHER LAND CORPORATION is the applicant record title holder of the lands in the above caption that mortgages from FLETCHER LAND CORPORATION and THOUSAND OAKS MANAGEMENT CORPORATION are recorded in Official Records Volume 239, Page 584, in the amount of \$1,600,000.00, recorded in Official Records Volume 239, Page 584, in the amount of \$1,600,000.00, recorded in Official Records Volume 287, Page 688, 4D in the St. Johns County Public Records and I further certify that the 1975 St. Johns County Real Estate Taxes are due.

Signed this 22 day of April A. D., 1976.  
*Charles M. McFarlane*  
 Title Insurance Company of Minnesota  
 Title of the South Division

NOTICE: This plat is subject to the provisions of Chapter 197, Florida Statutes, which provide that any person who knowingly or negligently causes a plat to be recorded in violation of the provisions of Chapter 197, Florida Statutes, shall be liable to the State of Florida for the amount of the tax so recorded.





**INLET BEACH UNIT ONE**  
 ST. JOHNS COUNTY, FLORIDA  
 MAP BOOK 13 PAGE 15

**CENTERLINE CURVE DATA**

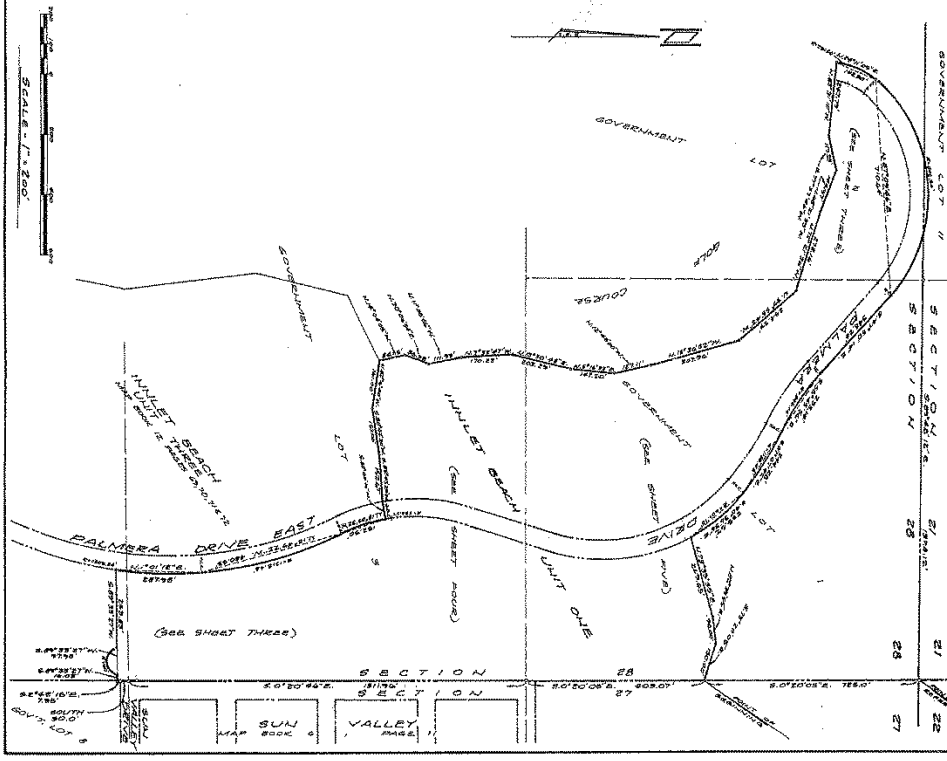
NO	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
1	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
2	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
3	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
4	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
5	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
6	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
7	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
8	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
9	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
10	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
11	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
12	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
13	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
14	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
15	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
16	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
17	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
18	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
19	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
20	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
21	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
22	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
23	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
24	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
25	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
26	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
27	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
28	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
29	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
30	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
31	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
32	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
33	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
34	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
35	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
36	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
37	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
38	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
39	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
40	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
41	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
42	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
43	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
44	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
45	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
46	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
47	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
48	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
49	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
50	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
51	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
52	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
53	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
54	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
55	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
56	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
57	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
58	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
59	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
60	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
61	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
62	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
63	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
64	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
65	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
66	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
67	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
68	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
69	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
70	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
71	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
72	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
73	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
74	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
75	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
76	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
77	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
78	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43
79	N 89° 46' 00" W	117.43	N 89° 46' 00" W	117.43
80	S 89° 46' 00" W	117.43	S 89° 46' 00" W	117.43

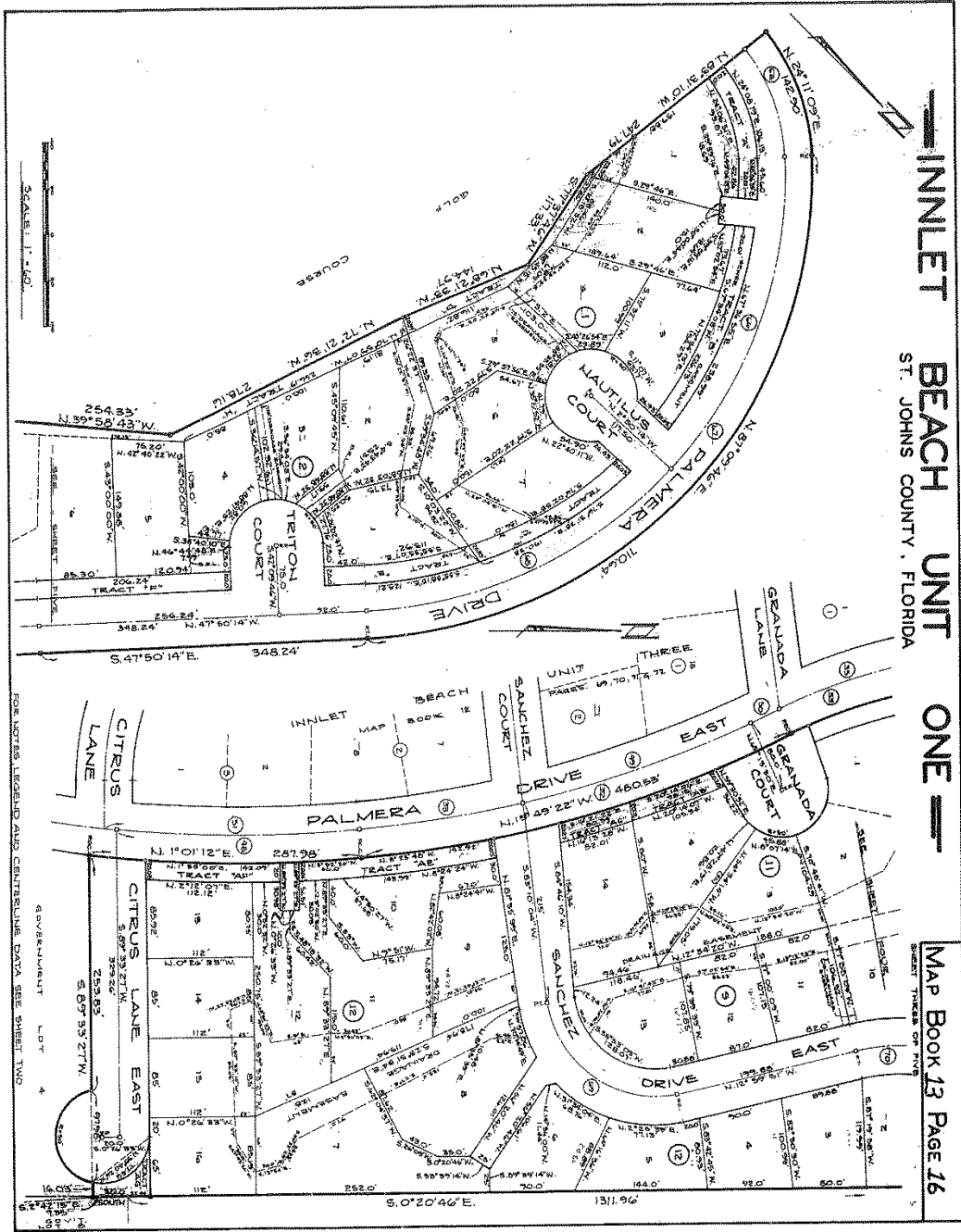
**NOTES**

1. READINGS ARE BASED ON CABALLOS DEL MAR AS RECORDED IN MAP BOOK 12 PAGES 44 THROUGH 47.
2. DISTANCES AND DISTANCES SHOWN ON CURVES ARE CHORDS AND NOT ARC LENGTHS.
3. CURVE DATA REFERS TO CENTERLINE OF RIGHT OF WAYS.
4. ALL LOT LINES NOT LABELED (R/L) ARE NOT RADIAL.
5. THERE IS A 10' SETBACK RESTRICTION LINE FROM THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SHOWN.
6. ALL LETTERED TRACTS (SUCH AS TRACT "A") ARE NOT BUILDING LOTS.

**LEGEND**

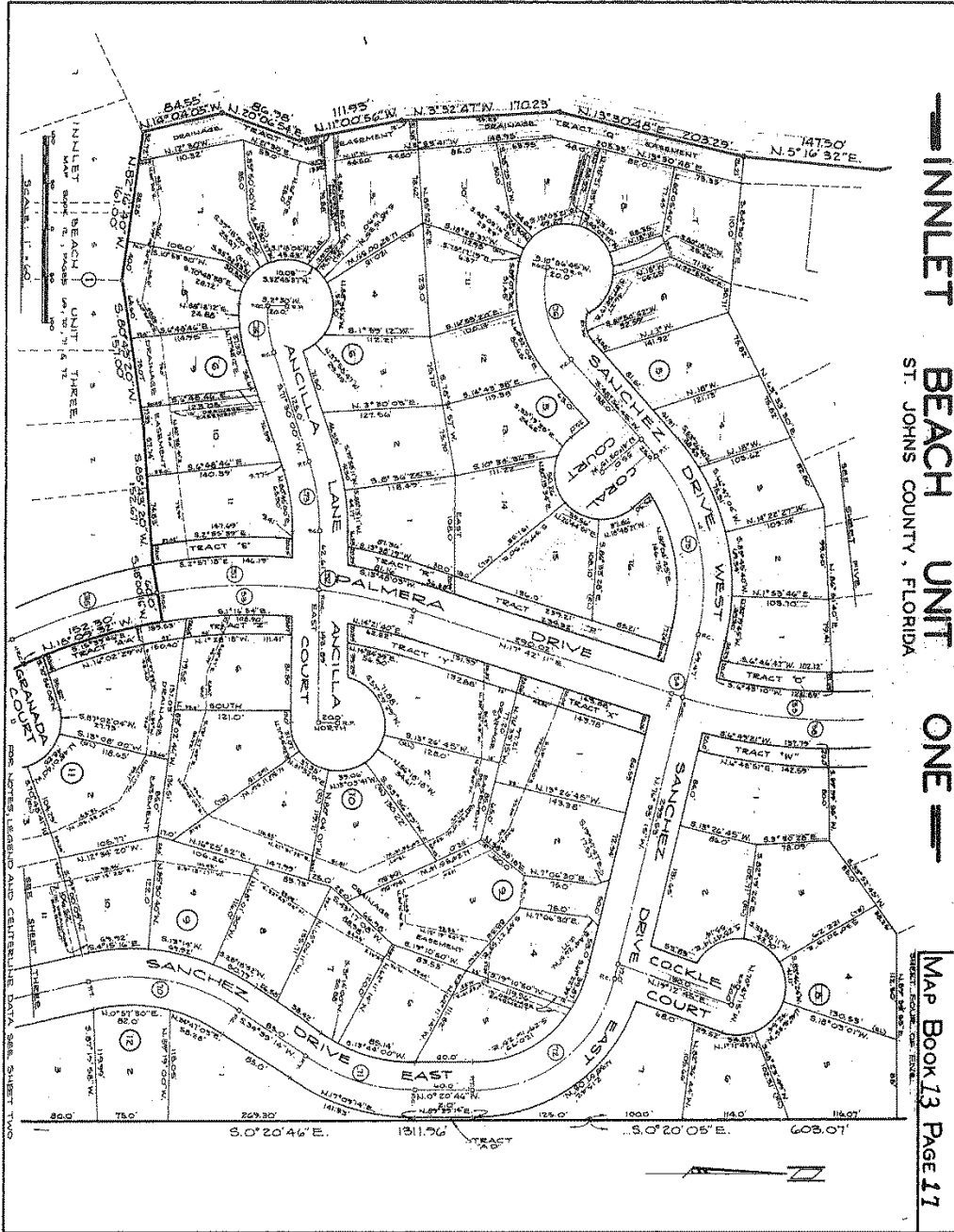
- 1. PERMANENT CONTROL POINT
- 2. POINT OF BEGINNING
- 3. POINT OF CURVE
- 4. POINT ON CURVE
- 5. POINT OF TANGENCY
- 6. RADIAL LOT LINE
- 7. BUILDING RESTRICTION LINE
- 8. CURVE NUMBER
- 9. BLOCK NUMBER





**INLET BEACH UNIT ONE**  
 ST. JOHNS COUNTY, FLORIDA  
 MAP BOOK 13 PAGE 16

FOR LOTS, LEGEND AND CENTERLINE DATA SEE SHEET TWO

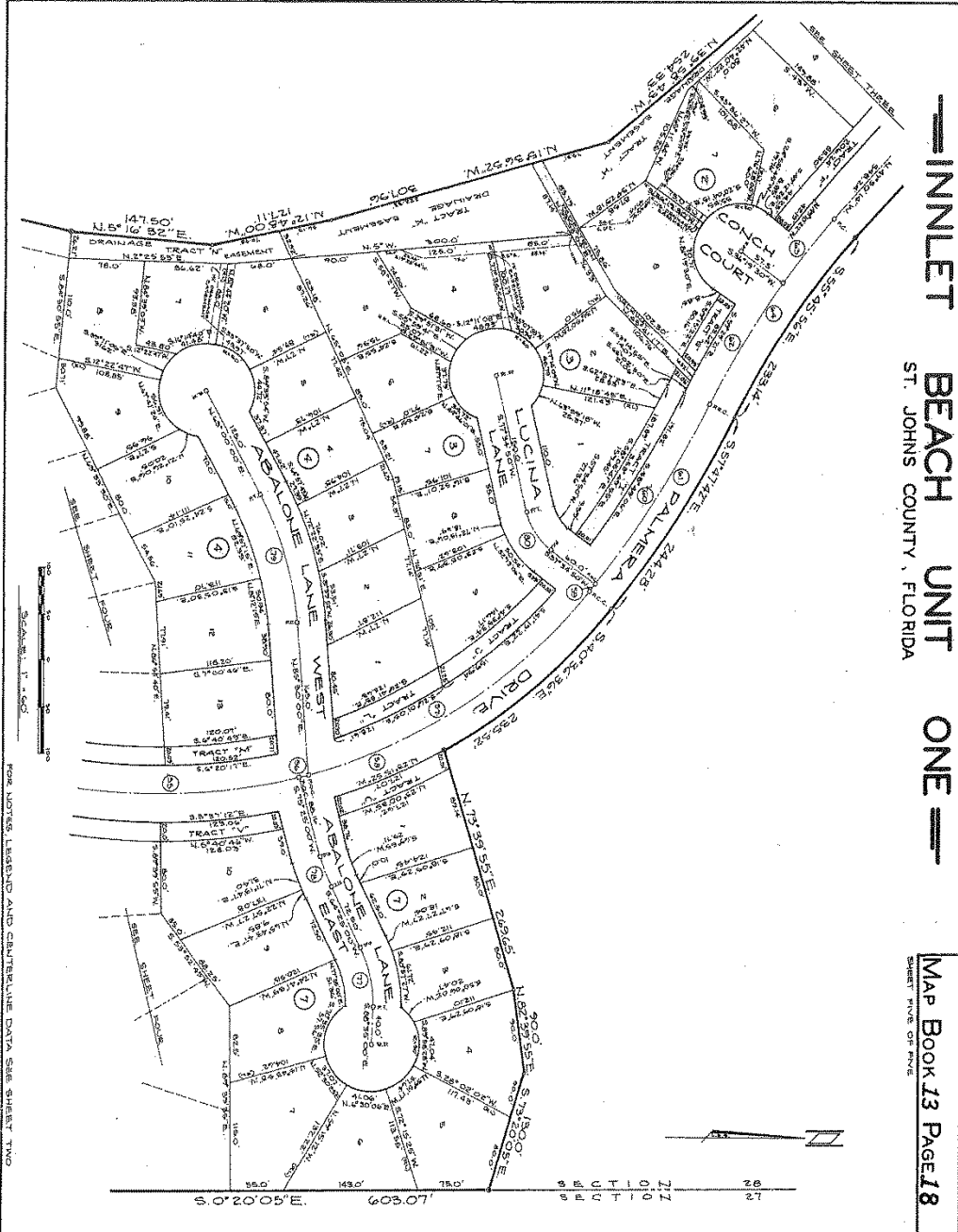


**INLET BEACH UNIT ONE**  
 ST. JOHNS COUNTY, FLORIDA  
 MAP BOOK 13 PAGE 17

INLET BEACH UNIT ONE

ST. JOHNS COUNTY, FLORIDA

MAP BOOK 13 PAGE 18  
SHEET FIVE OF FIVE



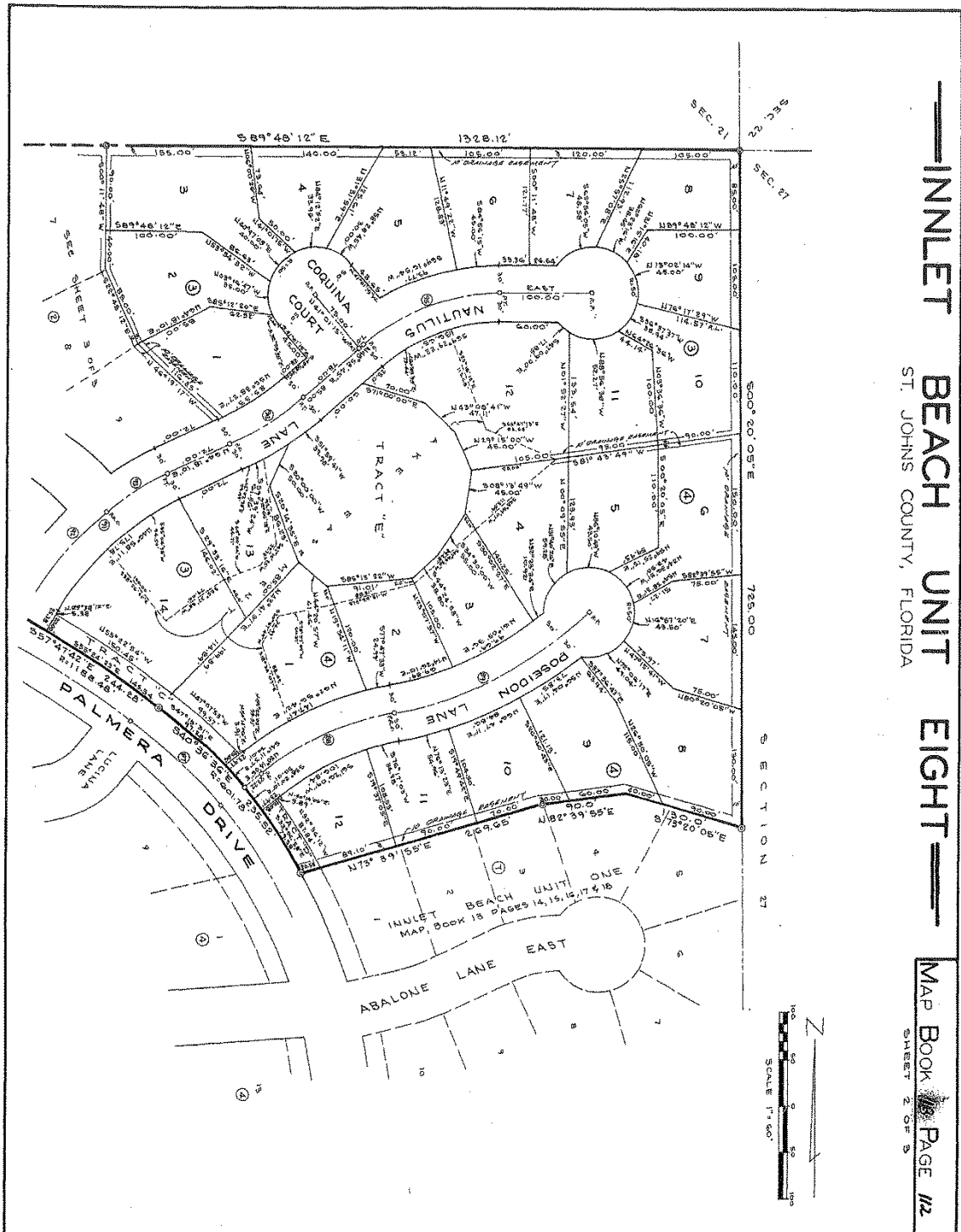






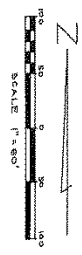
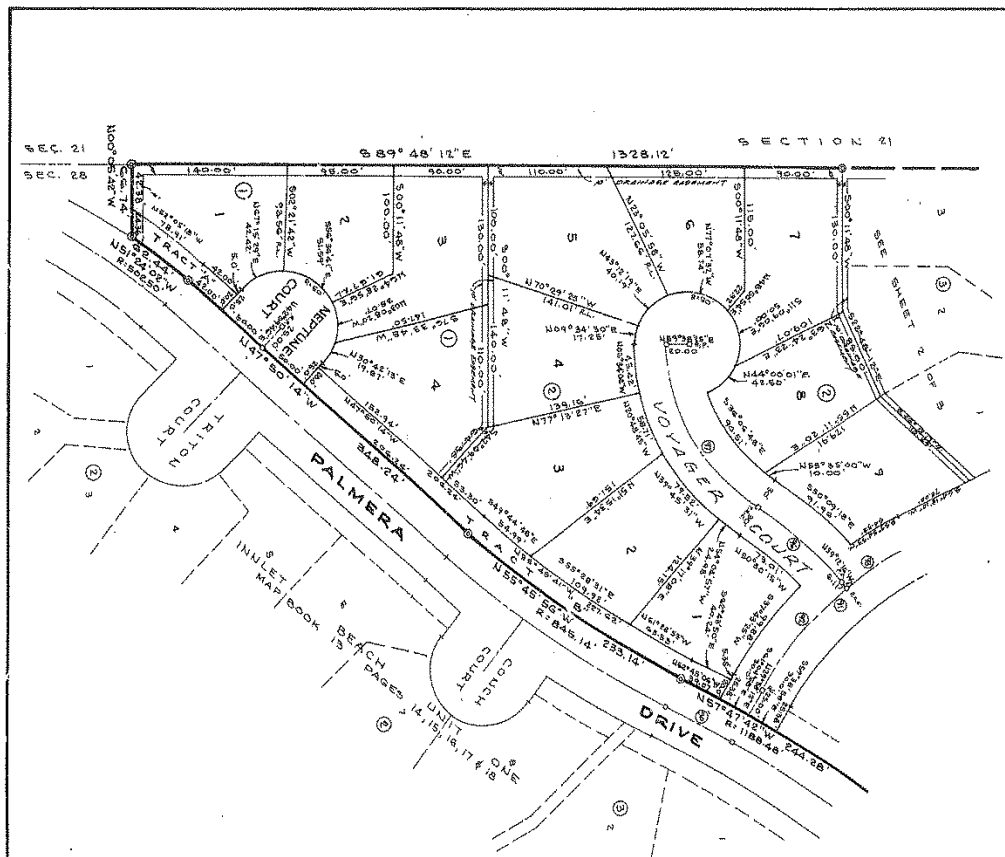
**INLET BEACH UNIT EIGHT**  
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK  PAGE 112  
 SHEET 2 OF 3



**INLET BEACH UNIT EIGHT**  
 ST. JOHNS COUNTY, FLORIDA

MAP BOOK 13 PAGE 113  
 SHEET 3 OF 3



**CENTERLINE CURVE DATA**

NO.	DATA	ACR	THURSTY	CHORD	CHORD BEARING
86	12°01'37"	151.05'	120.87'	120.87'	S89°48'17"E
87	29°41'43"	305.00'	150.00'	150.00'	S89°48'17"E
88	29°41'43"	305.00'	150.00'	150.00'	S89°48'17"E
89	34°26'19"	378.00'	257.42'	257.42'	S89°48'17"E
90	05°19'49"	1158.48'	67.54'	67.54'	S89°48'17"E
91	34°26'19"	378.00'	257.42'	257.42'	S89°48'17"E
92	17°20'26"	325.00'	176.67'	176.67'	S89°48'17"E
93	17°20'26"	325.00'	176.67'	176.67'	S89°48'17"E
94	15°19'25"	325.00'	176.67'	176.67'	S89°48'17"E
95	41°01'15"	225.00'	161.09'	161.09'	S89°48'17"E
96	18°17'19"	330.00'	105.93'	105.93'	S89°48'17"E
97	67°05'00"	180.00'	173.49'	173.49'	S89°48'17"E

**NOTES**

1. BEARINGS ARE BASED ON INLET BEACH UNIT ONE AS RECORDED IN MAP BOOK 13, PAGES 14, 15, 16, 17 & 18.
2. BEARINGS AND DISTANCES SHOWN ON CURVES ARE CHORD BEARINGS AND DISTANCES.
3. CURVE DATA REFER TO CENTERLINE OF RIGHT OF WAY'S.
4. ALL LOT LINES NOT LABELED (RD) ARE NOT RADIAL.
5. THERE IS A 20 FOOT BUILDING RESTRICTION LINE FROM ALL STREET RIGHT OF WAY'S UNLESS SHOWN OTHERWISE.
6. ALL LETTERED TRACTS (SUCH AS TRACT 'X') ARE NOT BUILDING LOTS.

**LEGEND**

- 1. PERMANENT CONTROL POINT
- 2. PERMANENT REFERENCE MONUMENT
- 3. POINT OF CURVE
- 4. POINT OF TANGENCY
- 5. P.O.C. POINT ON CURVE
- 6. P.O.T. POINT ON TANGENCY
- 7. BUILDING RESTRICTION LINE
- 8. R.L. RADIAL LOT LINE
- 9. C.V.P. CURVE NUMBER
- 10. CURVE NUMBER
- 11. BLOCK NUMBER

## EXHIBIT C

### NAMES OF PARCEL OWNERS AND DESCRIPTION OF PARCELS

NOTE: All Lot and Block number and Tract references listed below are to the plat of **INNLET BEACH UNIT ONE**, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618070060	Bonnie F Locke	90 Abalone Ln E	6	7
0618070050	William S. Garrett William S. Garrett, Jr.	91 Abalone Ln E	5	7
0618070070	Gwendolyn K Burch	92 Abalone Ln E	7	7
0618070040	Georgi Kirov	93 Abalone Ln E	4	7
0618070080	William S. Hatcher Marcy C. Hatcher Mary Martha Hatcher	94 Abalone Ln E	8	7
0618070030	Anand D Naidoo Neelambaigee Naidoo	95 Abalone Ln E	3	7
0618070090	Fred H Pauli Janet B Pauli	96 Abalone Ln E	9	7
0618070020	Matthew Jenson	97 Abalone Ln E	2	7
0618070100	Avraham Koren Kakon Tanya Miriam Kakon	98 Abalone Ln E	10	7
0618070101	Greenstone Property Solutions	98 Abalone Ln E	Tract "V" Adjacent to Lot 10	7
0618070010	Daniel J Mariotti	99 Abalone Ln E	Tract "U" and Lot 1	7
0618040130	Jeffrey H Bailey	100 Abalone Ln W	Lot 13 and Tract "M"	4
0618040010	Jeffrey M Gerbert Deborah J Gerbert	101 Abalone Ln W	Lot 1 and Tract "L"	4
0618040120	Catherine B. Robinson, Trustee Catherine B Robinson Living Trust of 2008	102 Abalone Ln W	12	4
0618040020	Thomas David Lukacs Jodi Aragona Lukacs	103 Abalone Ln W	2	4
0618040110	Joel E Beutler Janelle D Beutler	104 Abalone Ln W	11	4
0618040030	Robert M Jackrel Irene Jackrel	105 Abalone Ln W	3	4
0618040100	Affordable Housing 011-020 LLC	106 Abalone Ln W	10	4

<b>Parcel Id</b>	<b>Parcel Owner</b>	<b>Property Address</b>	<b>Lot</b>	<b>Block</b>
0618040040	Jonathan Zisser	107 Abalone Ln W	4	4
0618040090	Peter M Fitzpatrick Catherine C. Fitzpatrick	108 Abalone Ln W	9	4
0618040050	Eric Michael Evans	109 Abalone Ln W	5	4
0618040080	Robert A Humphreys Ruth E Humphreys	110 Abalone Ln W	8	4
0618040060	Jessica Hixson Lisa M Lutz	111 Abalone Ln W	6	4
0618040070	Claire M. Jordahl and Michelle C. McConnell, Co-Trustees Claire M. Jordahl and Michelle C. McConnell Revocable Family Trust U/A/D 12/3/2015	112 Abalone Ln W	7	4
0618100040	Michael Grysko Carol Grysko	94 Ancilla Ct	4	10
0618100030	Amy C. Woods	95 Ancilla Ct	3	10
0618100050	Mark H Goedecke, III Donna N Goedecke	96 Ancilla Ct	5	10
0618100020	Frank Moorefield Paula Renee Parrish-Moorefield	97 Ancilla Ct	2	10
0618100060	Richard C Marshall Gina Marshall	98 Ancilla Ct	6	10
0618100010	Chris Leone	99 Ancilla Ct	Lot 1 and Tract "Y"	10
618060110	William G Dominiak, Jr. Susan A Dominiak	100 Ancilla Ln	11	6
0618060010	Paul M Bastiansen Jane Bastiansen	101 Ancilla Ln	1	6
0618060100	Daniel Joseph Mulhern	102 Ancilla Ln	10	6
0618060020	Jeffrey T Sheridan Michelle A Sheridan	103 Ancilla Ln	2	6
0618060090	Emily M Wolford	104 Ancilla Ln	9	6
0618060030	David S Buchanan Michele S Buchanan	105 Ancilla Ln	3	6
0618060080	Tyler R Phillips Kristina V Phillips	106 Ancilla Ln	8	6
0618060040	Tiffany L Reno Shawn M Reno	107 Ancilla Ln	4	6
0618060070	Edward P Fry Dorothy E Fry	108 Ancilla Ln	SEE ITEM 1 BELOW	
0618060050 and 0618060051	Erik Osol Lea Osol	109 Ancilla Ln	SEE ITEM 2 BELOW	

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618060060	James Grysko Erin Grysko	110 Ancilla Ln	SEE ITEM 3 BELOW	
0618120160	James M Swanson	93 Citrus Ln E	Tract "AG" and Lot 16	12
0618120150	John A Machnic Janet M Machnic	95 Citrus Ln E	15	12
0618120140	Joyce A Keady	97 Citrus Ln E	14	12
618120130	Terry L Berkheimer	99 Citrus Ln E	SEE ITEM 4 BELOW	
0618080050	Robert E Snell Patricia A Booker	569 Cockle Ct	5	8
0618080040	Gary A Thompson and Gloria Thompson, Trustees The Thompson Family Revocable Trust	570 Cockle Ct	4	8
0618080060	Robert Todd Busch Kori Hipp Busch	571 Cockle Ct	6	8
0618080030	Katrina Toshach	572 Cockle Ct	3	8
0618020080	James E Davis, Jr. Mary Jo Davis	100 Conch Ct	SEE ITEM 5 BELOW	
0618020060	Melissa Grahek	101 Conch Ct	SEE ITEM 6 BELOW	
0618020070	Thomas L Hull	102 Conch Ct	SEE ITEM 7 BELOW	
0618050160	Bridget J Caron	100 Coral Ct	16	5
0618050150	Daniel J O'Conner Christine M O'Conner	102 Coral Ct	15	5
0618050140	Terri Goldstone	104 Coral Ct	14	5
0618110030	Robert Edward Klis	96 Granada Ct	3	11
0618110020	Louise Dowell Beasley Reginald Keith Beasley	97 Granada Ct	2	11
0618110040	Timothy D Sharpe	98 Granada Ct	4	11
0618110010	James L Cornett, III Amanda B Cornett	99 Granada Ct	Lot 1 and Tract "A-A"	11
0618030090	Isabel Fernandez	100 Lucina Ln	Lot 9 and Tract "J"	3
0618030010	Dorothy D. King, Trustee King Family Trust	101 Lucina Ln	1	3
0618030080	Mary Ann L Ervin Eddie Lee Ervin	102 Lucina Ln	8	3

<b>Parcel Id</b>	<b>Parcel Owner</b>	<b>Property Address</b>	<b>Lot</b>	<b>Block</b>
0618030020	David G Verble Katherine W Verble	103 Lucina Ln	2	3
0618030070	Merra Lee Block	104 Lucina Ln	7	3
0618030030	James J Davey Debra L Davey	105 Lucina Ln	3	3
0618030060	Eric Van Graham Jessica Lynn Graham	106 Lucina Ln	6	3
0618030040	Lawrence Ruggiero Laura Ruggiero	107 Lucina Ln	4	3
0618030050	Ronald Marshall Marilyn A Marshall	108 Lucina Ln	5	3
0618010070	Wayne Mills Mary Lynn Mills	100 Nautilus Ct	7	1
0618010030	Thommy C White Kathy M White	101 Nautilus Ct	3	1
0618010060	Joyce J Triola	102 Nautilus Ct	SEE ITEM 9 BELOW	
0618010040	Juan Pablo Stegmann	103 Nautilus Ct	4	1
0618010050	Raymond E Benson Lia F Benson	104 Nautilus Ct	SEE ITEM 10 BELOW	
0618010010	Phillip J Connor	548 Palmera Dr	1	1
0618010020	Yehuda Ben-Simon Ricki Ben-Simon	550 Palmera Dr	SEE ITEM 11 BELOW	
0618120110	Menahem Danino Beida Danino Yohan Danino	593 Palmera Dr	11	12
0618120120	Joan L Karle-Mansfield Richard A Mansfield	595 Palmera Dr	12	12
0618090010	Robert Mucowski, Sr. Carol Williams	73 Sanchez Dr E	1	9
0618080010	Brad Tepper Brett Monteleone	74 Sanchez Dr E	1	8
0618080011	Raymond R Cook Barbara A Cook	Sanchez Dr E	Tract "W"	8
0618090020	Walter V Czyzewski	75 Sanchez Dr E	2	9
0618080020	Elizabeth Mason	76 Sanchez Dr E	2	8
0618090030	Douglas J Sartoris, Trustee The Residuary Trust Estate Established for Dory Jane Sartoris under the last will and testament of Dennis Charles Sartoris, Deceased	77 Sanchez Dr E	3	9

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618080070	Eugene P Frenette Dorothy A Frenette	78 Sanchez Dr E	7	8
0618090040	Cynthia Goldsmith Silverberg	79 Sanchez Dr E	4	9
0618120010	William T Show Nancy I Show	80 Sanchez Dr E	1	12
0618090050	Barbara J Womack	81 Sanchez Dr E	5	9
0618120020	Alan K Dean Mary Katherine Dean	82 Sanchez Dr E	2	12
0618090060	Anthony Constantino Patricia Constantino	83 Sanchez Dr E	6	9
0618120030	Anthony M Randall	84 Sanchez Dr E	3	12
0618090070	Bobbie F Hill III Courtney T Hill	85 Sanchez Dr E	7	9
0618120040	Thomas W Brooks III	86 Sanchez Dr E	4	12
0618090080	Shyama Tawapha Donaldson	87 Sanchez Dr E	8	9
0618120050	Andrew Macdonald Paz	88 Sanchez Dr E	SEE ITEM 12 BELOW	
0618090090	Michael Parrotta III	89 Sanchez Dr E	9	9
0618120060	Jeffrey M Logan and Amy H Logan, Trustees Jeffrey M Logan and Amy H Logan Revocable Trust Agreement dated 04/15/2019	90 Sanchez Dr E	6	12
0618090100	Joseph M Vitro	91 Sanchez Dr E	10	9
0618120070	Julbert T Luchan	92 Sanchez Dr E	7	12
0618090110	Zubair Khan	93 Sanchez Dr E	11	9
0618120080	Douglas Inghram Rebecca Inghram	94 Sanchez Dr E	8	12
0618090120	Steve Cassel Nicole Cassel	95 Sanchez Dr E	12	9
0618120090	Thomas P Woods	96 Sanchez Dr E	9	12
0618090130	Winifred H Morrow	97 Sanchez Dr E	13	9
0618120100	James R Dowdee April M Dowdee	98 Sanchez Dr E	10	12
0618090140	Ricardo Felipe Basseda	99 Sanchez Dr E	Lot 14 and Tract "AC"	9

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618050010	Wilma H Corbitt Staci M Hunter	101 Sanchez Dr W	Lot 1 and Tract "0"	5
0618050020	Andree Martin Woods Donald Alva Woods III	103 Sanchez Dr W	2	5
0618050030	William Florenz Shelby Hecht	105 Sanchez Dr W	3	5
0618050130	Sandra A Busha	106 Sanchez Dr W	13	5
0618050040	Nicholas Fiore Miwa Fiore	107 Sanchez Dr W	4	5
0618050120	James B Foreman	108 Sanchez Dr W	12	5
0618050050	David Brown Bolling Agnes Ann Bolling	109 Sanchez Dr W	5	5
0618050110	Vincent Barbera Concetta Barbera	110 Sanchez Dr W	11	5
0618050060	Steven D Bussone	111 Sanchez Dr W	6	5
0618050100	Mary H Dixon	112 Sanchez Dr W	SEE ITEM 13 BELOW	
0618050070	Orris W Froberg	113 Sanchez Dr W	SEE ITEM 14 BELOW	
0618050090	Dennis M Boyle, Jr. Fawn Matteson-Boyle	114 Sanchez Dr W	SEE ITEM 15 BELOW	
0618050080	Edward G Arnett Suzanne Carll-Arnett	115 Sanchez Dr W	SEE ITEM 16 BELOW	
0618020050	Max Greenberg, Trustee Max Greenberg Family Trust	100 Triton Ct	5	2
0618020010	Manual A Amaral Amanda Amaral	101 Triton Ct	Lot 1 and Tract "E"	2
0618020040	Gabriel A Barnecett Ruiz Joan M Becerra Barnecett	102 Triton Ct	4	2
0618020020	Paula D Vail	103 Triton Ct	2	2
0618020030	James Broughton	104 Triton Ct	SEE ITEM 17 BELOW	

**Item 1 – Property Address: 108 Ancilla Lane**

Parcel Id 0618060070

Lot 7, Block 6, INNLET BEACH UNIT ONE, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, together with a part of Tract "T", Block 6, INNLET BEACH ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the Southwest corner of Lot 7, Block 6, of said Innlet Beach Unit One; thence North 62° 16' 40" West, a distance of 32.72 feet; thence North 14° 04' 05" West, a distance of 84.55 feet; thence North 20° 06' 54" East, a distance of 20.98 feet; thence North 85° 50' 00" East, a distance of 21.94 feet to the Northwest corner of said Lot 7; thence South 12° 30' 00" East, a distance of 110.32 feet to the point of beginning.

**Item 2 – Property Address: 109 Ancilla Lane**

Parcel Id 0618060050 (property use code Single Family – 0100)

Parcel Id 0618060051 (property use code Vacant Residential – 0000)

Lot 5, Block 6, INNLET BEACH UNIT ONE, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, together with that portion of Tract "T", Block 6, INNLET BEACH ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the Southwest corner of Lot 5, Block 6, of said Innlet Beach Unit One; thence South 86° 00' 00" West, a distance of 29.31 feet; thence North 11° 00' 56" West, a distance of 74.43 feet; thence North 03° 32' 47" West, a distance of 15.00 feet; thence North 85° 52' 14" East, a distance of 31.38 feet to the Northwest corner of said Lot 5; thence South 05° 53' 41" East, a distance of 44.80 feet; thence South 11° 00' 00" East, a distance of 44.50 feet to the point of beginning.

**Item 3 – Property Address: 110 Ancilla Lane**

Parcel Id 0618060060

Lot 6, Block 6, INNLET BEACH UNIT ONE, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, together with a part of Tract "T", Block 6, INNLET BEACH ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the Southwest corner of Lot 6, Block 6, of said Innlet Beach Unit One; thence South 85° 50' 00" West, a distance of 21.94 feet; thence North 20° 06' 54" East, a distance of 66.00 feet; thence North 11° 00' 56" West, a distance of 27.42 feet; thence North 86° 00' 00" East, a distance of 29.31 feet to the Northwest corner of said Lot 6; thence South 11° 00' 00" East, a distance of 13.42 feet; thence South 16° 30' 00" West, a distance of 28.00 feet; thence South 21° 30' 00" West, a distance of 53.00 feet to the point of beginning.

**Item 4 – Property Address: 99 Citrus Lane East**

Parcel Id 618120130

Lot 13, Block 12, INNLET BEACH UNIT ONE, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, together with a part of Tract "AF", Block 12, INNLET BEACH ONE, as

recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described by Quitclaim Deed recorded in Official Records Book 700, at page 1910, of the public records of St. Johns County, Florida.

**Item 5 – Property Address: 100 Conch Court**

Parcel Id 0618020080

Lot 8, Block 2, INNLET BEACH UNIT ONE, according to the plat thereof, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida.

All of Tract “G” and a part of Tract “H”, Block 2, INNLET BEACH UNIT ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly on the attached Schedule A.

A part of Tract "H", Block 2, INNLET BEACH UNIT ONE, as recorded in Map Book 13, Pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the most Southwesterly corner of Lot 8, Block 2, of said Innlet Beach Unit One; thence South 59° 58’ 04” West, a distance of 83.79 feet; thence North 15° 36’ 52” West, a distance of 62.38 feet; thence North 36° 19’ 30” East, a distance of 67.09 feet to the most Westerly corner of said Lot 8; thence South 34° 29’ 18” East, a distance of 87.58 feet to the point of beginning.

**Item 6 – Property Address: 101 Conch Court**

Parcel Id 0618020060

A part of Tracts “F” and “H”; together with all of Lot 6, Block 2, INNLET BEACH UNIT ONE, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the most Northerly corner of said Lot 6; thence North 43° 00’ 00” East, a distance of 20.00 feet to a point on the Southwesterly right of way line of Palmera Drive (a 60 foot private road as established by said plat); thence South 47° 50’ 14” East, along said Southwesterly right of way line, a distance of 85.01 feet to the point of curve of a curve concave Northeasterly having a radius of 905.14 feet; thence Southeasterly along the arc of said curve a chord bearing of South 49° 10’ 27” East and a chord distance of 42.19 feet to an intersection with the Northwesterly right of way line of Conch Court; thence South 36° 19’ 30” West, along said Northwesterly right of way line, a distance of 28.88 feet to the point of curve of a curve concave Southeasterly having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, a chord bearing of South 24° 55’ 45” West, and a chord distance of 19.76 feet; thence North 76° 28’ 00” West, along a line dividing Lot 6 from Lot 7, a distance of

60.00 feet to an angle point; thence South 45° 36' 27" West, along a line dividing Lot 6 from Lot 7 and its Southwesterly projection, a distance of 116.21 feet to a point on the Southwesterly line of aforesaid Tract "H"; thence North 39° 58' 43" West, along said Southwesterly line of Tract "H", a distance of 79.72 feet; thence North 43° 00' 00" East, along the line dividing Lots 5 and Lot 6 and its Southwesterly projection, a distance of 160.49 feet to the point of beginning.

**Item 7 – Property Address: 102 Conch Court**

Parcel Id 0618020070

Lot 7, Block 2, INNLET BEACH UNIT ONE, according to the plat thereof, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, together with a part of Tract "H", Block 2, INNLET BEACH UNIT ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the most Southerly corner of Lot 7, Block 2, of said Innlet Beach Unit One; thence South 36° 19' 30" West, a distance of 67.09 feet; thence North 15° 36' 52" West, a distance of 12.93 feet; thence North 39° 58' 43" West, a distance of 113.20 feet; thence North 45° 36' 27" East, a distance of 14.33 feet to the most Westerly corner of said Lot 7; thence along the Southwesterly line of said Lot 7, the following two courses: South 42° 40' 22" East, a distance of 14.99 feet; South 65° 11' 44" East, a distance of 105.26 feet to the point of beginning.

**Item 8 (Intentionally Deleted)**

**Item 9 – Property Address: 102 Nautilus Court**

Parcel Id 0618010060

A portion of Lot 6 together with a portion of Lot 5, all in Block 1, INNLET BEACH UNIT ONE, according to the plat thereof, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

Begin at the most Northerly corner of said Lot 6; thence South 79° 22' 20" East along the Northerly line thereof 150.00 feet to the Easterly line of said Lot 6; thence South 10° 03' 22" West, along the Easterly line of said Lot 6 a distance of 34.00 feet; thence South 59° 34' 48" West along the Southeasterly line of said Lot 6 a distance of 69.26 feet to the most Easterly corner of said Lot 5; thence South 26° 22' 37" West along the Southeasterly line of said Lot 5 a distance of 18.49 feet; thence North 57° 17' 50" West, 98.80 feet to an intersection with the line dividing said Lots 5 and 6; thence North 29° 57' 56" West, along last said line, 29.20 feet to an intersection with the Southerly right of way line of Nautilus Court as shown on said plat of INNLET BEACH UNIT ONE; thence Northeasterly along said Southerly right of way line and along the arc of a curve concave Northwesterly and having a radius of 50.00 feet an arc distance of 43.12 feet,

said arc being subtended by a chord bearing and distance of North 35° 19' 52" East, 41.79 feet to the point of beginning.

**Item 10 – Property Address: 104 Nautilus Court**

Parcel Id 0618010050

A portion of Lot 5 together with a portion of Lot 6, all in Block 1, INNLET BEACH UNIT ONE, according to the plat thereof, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

Begin at the most Northwesterly corner of said Lot 5; thence South 02° 00' 00" East along the Westerly line of said Lot 5, a distance of 103 feet to the Southwesterly corner thereof; thence South 70° 59' 07" East along the Southerly line of said Lot 5 a distance of 116.82 feet to the Easterly line of said Lot 5; thence North 26° 22' 37" East along said line 70.86 feet (70.87 feet per survey); thence North 57° 17' 50" West 98.80 feet to an intersection with the line dividing said Lots 5 and 6; thence North 29° 57' 56" West, along last said line, 29.20 feet to the Southerly right of way line of Nautilus Court as shown on said plat of INNLET BEACH UNIT ONE; thence Southwesterly along said Southerly right of way line and along the arc of a curve concave Northerly and having a radius of 50.00 feet, an arc distance of 49.85 feet, said arc being subtended by a chord bearing and distance of South 88° 35' 55" West, 41.87 feet to the point of beginning.

**Item 11 – Property Address: 550 Palmera Drive**

Parcel Id 0618010020

Lot 2, Block 1, INNLET BEACH UNIT ONE, according to the plat thereof, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida.

PLUS:

A part of Tract "B", Block 1, INNLET BEACH UNIT ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the Northeast corner of Lot 2, Block 1 of said Innlet Beach Unit One; thence along the arc of a curve concave Southeasterly, having a radius of 422.50 feet, a chord bearing of South 57° 02' 54" West and a chord distance of 73.67 feet; thence North 39° 59' 16" West, a distance of 20.01 feet to a point on the Southeasterly right of way line of Palmera Drive, as now established as a 60 foot right of way; thence along the arc of a curve concave Southeasterly, having a radius of 442.50 feet, a chord bearing of North 56° 57' 41" East and a chord distance of 77.23 feet; thence South 29° 46' 00" East, a distance of 20.01 feet to the point of beginning.

**Item 12 – Property Address: 88 Sanchez Drive East**

Parcel Id 0618120050

Lot 5, Block 12, INNLET BEACH UNIT ONE, according to the plat thereof, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, together with a part of Sun Valley as recorded in Map Book 6, page 111 of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the Southeast corner of Lot 5, Block 12 of said Innlet Beach Unit One; thence North 00° 20' 46" West, along the East Line of Lot 5, a distance of 144.00 feet to the Northeast corner of said Lot 5; thence Easterly on the projection of the line dividing Lots 4 and 5 bearing of North 83° 42' 45" East, a distance of 17.62 feet; thence South 00° 22' 12" West, a distance of 153.47 feet to a point on the Southeasterly projection of the line dividing lots 5 and 6; thence North 64° 16' 36" West, a distance of 17.37 feet to the point of beginning.

**Item 13 – Property Address: 112 Sanchez Drive West**

Parcel Id 0618050100

Lot 10, Block 8, INNLET BEACH UNIT FIVE, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, and part of Tract "Q" lying adjacent thereto recorded in O.R. Book 408, page 21, of the public records of St. Johns County, Florida.

**Item 14 – Property Address: 113 Sanchez Drive West**

Parcel Id 0618050070

A part of Tract "Q", Block 5, INNLET BEACH UNIT ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, more particularly described as follows:

For a point of beginning commence at the Southwest corner of Lot 7, Block 5, of said Innlet Beach Unit One; thence North 80° 05' 40" West, a distance of 26.00 feet; thence North 13° 30' 48" East, along the West line of said Tract "Q", a distance of 73.33 feet; thence South 84° 30' 55" East, a distance of 26.21 feet to the Northwest corner of said Lot 7; thence South 13° 30' 48" West, along the West line of said Lot 7, a distance of 75.35 feet to the point of beginning. Containing .04 acres (1929 square feet) more or less.

**Item 15 – Property Address: 114 Sanchez Drive West**

Parcel Id 0618050090

Lot 9, Block 5, INNLET BEACH UNIT ONE, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, together with a part of Tract "Q", Block 5, INNLET BEACH UNIT ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the Southwest corner of Lot 9, Block 5 of said Innlet Beach Unit One; thence South 78° 23' 20" West, a distance of 28.18 feet; thence North 03° 32' 47" West, a distance of 73.93 feet; thence North 13° 30' 48" East, a distance of 50.04 feet; thence South 75° 31' 33" East, a distance of 25.96 feet to the Northwest corner of said Lot 9; thence South 13° 30' 48" West, a distance of 48.00 feet; thence South 05° 53' 41" East, a distance of 63.95 feet to the point of beginning.

**Item 16 – Property Address: 115 Sanchez Drive West**

Parcel Id 0618050080

Lot 8, Block 5, INNLET BEACH UNIT ONE, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, together with a part of Tract "Q", Block 5, INNLET BEACH UNIT ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the Southwest corner of Lot 8, Block 5, of said Innlet Beach Unit One; thence North 75° 31' 33" West, a distance of 25.96 feet; thence North 13° 30' 48" East, a distance of 79.93 feet; thence South 80° 05' 40" East, a distance of 26.00 feet to the Northwest corner of said Lot 8; thence South 13° 30' 48" West, a distance of 82.00 feet to the point of beginning.

**Item 17 – Property Address: 104 Triton Court**

Parcel Id 0618020030

Lot 3, Block 2, INNLET BEACH UNIT ONE, according to the plat thereof, recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, together with a part of Tract "H", Block 2, INNLET BEACH UNIT ONE, as recorded in Map Book 13, pages 14, 15, 16, 17 and 18, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the Southwest corner of Lot 3, Block 2, of said Innlet Beach Unit One; thence South 36° 14' 57" West, along the Westerly projection of the South line of said Lot 3, a distance of 16.87 feet; thence North 72° 21' 36" West, a distance of 104.17 feet; thence North 45° 09' 45" East, a distance of 20.73 feet to the Northwest corner of said Lot 3; thence South 70° 59' 07" East, a distance of 100.00 feet to the point of beginning. Containing 0.04 acres (1763 square feet) more or less.

NOTE: All Lot and Block number references listed below are to the plat of **INNLET BEACH UNIT TWO**, according to the plat thereof, recorded in Map Book 12, pages 60, 61, and 62, of the public records of St. Johns County, Florida

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618230060	Stephen B. Dilts, Trustee Stephen Dilts Living Trust	612 Alhambra Ct	6	3
0618230010	Richard D Reel	613 Alhambra Ct	1	3
0618230050	John Heekin	614 Alhambra Ct	5	3
0618230020	Judith R. Beckerleg, Trustee William H Beckerleg, Jr., Credit Shelter Trust U/A/D February 14, 2001	615 Alhambra Ct	2	3
0618230040	Tatiana Mavropoulou Stoliarenko	616 Alhambra Ct	4	3
0618230030	Jeffrey Gant Sally Gant	617 Alhambra Ct	3	3
0618230070	Zachary A Miller Kimberly Miller	110 Alta Mar Dr	7	3
0618210070	Carla M Wilson	100 Cordova Reina Ct	7	1
0618210030	Olga V. Tron Alex Chugay	101 Cordova Reina Ct	3	1
0618210060	Arthur E Lancaster III	102 Cordova Reina Ct	6	1
0618210040	Bobby E Tomlinson Nancy C Tomlinson	103 Cordova Reina Ct	4	1
0618210050	Margaret Elian Clark Nicole Wolfe	104 Cordova Reina Ct	5	1
0618220180	Rebecca M Tippins Clifton D Tippins	612 Miramar Ln	18	2
0618220030	Richard A Ortensi Susan J Ortensi	613 Miramar Ln	3	2
0618220170	William J Flick Virginia M Flick	614 Miramar Ln	17	2
0618220040	Mary Louise Farrell	615 Miramar Ln	4	2
0618220160	Chrissy Ewalt Colburn John David Ewalt	616 Miramar Ln	16	2
0618220050	Tamara B Williams	617 Miramar Ln	5	2
0618220150	Camille D Probst	618 Miramar Ln	15	2
0618220060	Dorothy J Wallace	619 Miramar Ln	6	2
0618220140	Franklyn A Baagoe Joan J Baagoe	620 Miramar Ln	14	2

<b>Parcel Id</b>	<b>Parcel Owner</b>	<b>Property Address</b>	<b>Lot</b>	<b>Block</b>
0618220070	Peter A Hudson John William Flack Rita Lynn Flack	621 Miramar Ln	7	2
0618220130	Matthew Lutz Stacey Lutz	622 Miramar Ln	13	2
0618220120	Frances J Cromwell	624 Miramar Ln	12	2
0618220110	2018-2 1H Borrower LP	626 Miramar Ln	11	2
0618220100	John F Hanlon, Trustee John F Hanlon Revocable Trust	628 Miramar Ln	10	2
0618220090	Scott B Darnell Anne F Darnell	630 Miramar Ln	9	2
0618220080	Albert Middleton	632 Miramar Ln	8	2
0618220020	Urvashi Patel Deven Patel	612 Palmera Dr	2	2
0618220010	Jose V Vega Alicia B Vega	614 Palmera Dr	1	2
0618210010	Jerry R Hopper Kathleen M Hopper	616 Palmera Dr	1	1
0618210080	Waine Banyas Carol Moll Maurer	624 Palmera Dr	8	1
0618210090	626 Palmera Dr LLC	626 Palmera Dr	9	1
0618210020	Wayne E Smith	618 Palmera Dr E	2	1

NOTE: All Lot and Block number references listed below are to the plat of **INNLET BEACH UNIT THREE**, according to the plat thereof, recorded in Map Book 12, pages 69, 70, 71 and 72, of the public records of St. Johns County, Florida

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618340100	Lane Reeder Pete Schoengrund	592 Alhambra Ln N	10	4
0618340090	Gordon W Berg Carol W Berg	594 Alhambra Ln N	9	4
0618340080	Stanley J. Michalowski, Trustee Stanley J. Michalowski Living Trust	596 Alhambra Ln N	8	4
0618340110	Chang Juen Paulsen	597 Alhambra Ln N	11	4
0618340070	Lauren A Scott Linda J Bronfman	598 Alhambra Ln N	7	4
0618340120	Denise V Jones	599 Alhambra Ln N	12	4
0618340060	Heather A Prediletto Jeffrey C Prediletto	600 Alhambra Ln N	6	4
0618340130	Sweet Sandy LLC	601 Alhambra Ln N	13	4
0618340050	Black Point Assets Inc, Trustee The 602 Alhambra Lane Land Trust AND Star Pointe Capital, LLC, Trustee The 602AL Land Trust	602 Alhambra Ln N	5	4
0618340140	Marianne L Wolfram	603 Alhambra Ln N	14	4
0618340040	Bryan Carter Blackwell	604 Alhambra Ln N	4	4
0618340150	Robert L Hudson	605 Alhambra Ln N	15	4
0618340030	Marcy Sullivan Morgen Sullivan	606 Alhambra Ln N	3	4
0618340160	Frank Siciliano	607 Alhambra Ln N	16	4
0618340020	Lawrence M Charles Kerry E Charles	608 Alhambra Ln N	2	4
0618340170	Marshall Shane Elswick Leslie Marie Elswick	609 Alhambra Ln N	17	4
0618340010	Alice Reeves	610 Alhambra Ln N	1	4
0618350010	April Christina Befort James Brandon Befort	105 Alta Mar Dr	1	5
0618340180	Paul H Hardwick, Jr.	107 Alta Mar Dr	18	4
0618330160	Lisa B Varn Kennard S Varn II	600 Citrus Ct	16	3

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618330200	Jill Scheurer	601 Citrus Ct	20	3
0618330170	Natalie N Dunlap	602 Citrus Ct	17	3
0618330190	Anne T Few	603 Citrus Ct	19	3
0618330180	Stephen Lynch Joanne Lynch	604 Citrus Ct	18	3
0618330210	Justin J Ragonetti	100 Citrus Ln	21	3
0618330010	Selim Walid Nuri	101 Citrus Ln	1	3
0618330030	William Lingenfelter Amy T Lingenfelter	103 Citrus Ln	3	3
0618330040	Tyler J Saldutti Sarah B Saldutti	105 Citrus Ln	4	3
0618330150	Justine R Ness, Trustee Justine R Ness Living Trust	106 Citrus Ln	15	3
0618330050	Adrienne Bennett Caton Bennett	107 Citrus Ln	5	3
618330140	Judith Toth	108 Citrus Ln	14	3
0618330060	Robin H Copeland	109 Citrus Ln	6	3
0618330130	Linda Weatherly Joseph Weatherly	110 Citrus Ln	13	3
0618330070	David E Mason	111 Citrus Ln	7	3
0618330120	Heather Blasini Edilberto Blasini	112 Citrus Ln	12	3
0618330080	Muriel Latshaw-Smith	113 Citrus Ln	8	3
0618330110	Yvonne D'arcy Leslee Cronin	114 Citrus Ln	11	3
0618330090	Michael Dambeck Shelly Dambeck	115 Citrus Ln	9	3
0618330100	Peter S Treyz Mary M Treyz	116 Citrus Ln	10	3
618310180	John Calvin Sandra Calvin Ruth Calvin Scharf AND Elaine K Calvin, John C Calvin, Mark E Calvin, Trustees The Elaine K Calving Living Trust Dated September 13, 2018	100 Granada Ln	18	1

<b>Parcel Id</b>	<b>Parcel Owner</b>	<b>Property Address</b>	<b>Lot</b>	<b>Block</b>
0618310010	Debra L Carey	101 Granada Ln	1	1
0618310170	Floretta Pemberton	102 Granada Ln	17	1
0618310020	Peter A Holtermann Robin R Hutchinson	103 Granada Ln	2	1
0618310160	Bobby Lee Hicks Deborah T Hicks	104 Granada Ln	16	1
0618310030	Barbara Nuzzo, Trustee Barbara Nuzzo Living Trust	105 Granada Ln	3	1
0618310150	Henry Siegfried Legiehn	106 Granada Ln	15	1
0618310040	Michael S Koch Beverley Koch	107 Granada Ln	4	1
0618310140	Linda V Paredes Mariette Stephano	108 Granada Ln	14	1
0618310050	Clarence E Rich III Linda C Rich	109 Granada Ln	5	1
0618310130	Mark Gummerman Rhonda Gummerman	110 Granada Ln	13	1
0618310060	Rachel M Pax Samuel A Mingea	111 Granada Ln	6	1
0618310120	Sharpe Family Investments, Ltd.	112 Granada Ln	12	1
0618310070	Benna Cawthorn James Steven Cail	113 Granada Ln	7	1
0618310110	John W Dickerson Beverly A Dickerson	114 Granada Ln	11	1
0618310080	Barbara Ann Prochaska	115 Granada Ln	8	1
0618310081	Barbara Ann Prochaska	115 Granada Ln	SEE ITEM 18 BELOW	
0618310100	Stuart P Smith Kathleen Carpenter-Smith	116 Granada Ln	10	1
0618310090	Robert D Swigart Victoria M Swigart	117 Granada Ln	9	1
0618350060	Victor Alberto Gosendi Ana Mercedes Gosendi	601 Miramar Ct	6	5
0618350050	Victor Gigenti Evanne M Gigenti	602 Miramar Ct	5	5
0618350070	Steven Jones Karen E Jones	603 Miramar Ct	7	5
0618350040	Bonnie J Jolly, Trustee Jolly Family Revocable Living Trust	604 Miramar Ct	4	5
0618350080	Dayna M Williams	605 Miramar Ct	8	5
0618350030	Lisa A Flint	606 Miramar Ct	3	5

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618350090	Karen Berkley	607 Miramar Ct	9	5
0618350020	Gilbert B Meyers, III	608 Miramar Ct	2	5
0618350100	Stacey Cowart Douglas Chandler Kaplan	609 Miramar Ct	10	5
0618350110	Donald Rahlfs Jeanne Rahlfs	611 Miramar Ct	11	5
0618360060	Richard A Ramsey	100 Palmera Ct	6	6
0618360010	Melissa T Gilreath	101 Palmera Ct	1	6
0618360050	Kimberley Michaels	102 Palmera Ct	5	6
0618360020	Charlotte H Courson, Trustee Charlotte H Courson Revocable Trust Agreement dated November 5, 2018	103 Palmera Ct	2	6
0618360040	Danny N Addison II	104 Palmera Ct	4	6
0618360030	Arthur J Gormley Nancy C Gormley	105 Palmera Ct	3	6
0618320080	Milan P Shah Reshma R Shah	594 Palmera Dr E	8	2
0618330020	James F Graham	596 Palmera Dr E	2	3
0618330220	Simo Zatezalo Jasna Zatezalo	602 Palmera Dr E	22	3
0618360070	Fiorentina Angjellari-Dajci Dardian Dajci	608 Palmera Dr E	7	6
0618360080	Shannon Marie Peabody	610 Palmera Dr E	8	6
0618320070	David Silver	100 Sanchez Ct	7	2
0618320010	Valerie E Wilson	101 Sanchez Ct	1	2
0618320060	Stella Etvir Bryskin Sanford Kaminsky	102 Sanchez Ct	6	2
0618320020	Brenda K Strait	103 Sanchez Ct	2	2
0618320050	William Bruce Lowe	104 Sanchez Ct	5	2
0618320030	NuView IRA, Inc. FBO Neal Fensterwald IRA #1120292	105 Sanchez Ct	3	2
0618320040	John Moody Erin Moody	106 Sanchez Ct	4	2

**Item 18 – Property Address: 115 Granada Ln**

Parcel Id 0618310081

That certain 10 foot pedestrian walkway lying between Lots 7 and 8, Block 1, INNLET BEACH UNIT THREE Subdivision, as recorded in Map Book 12, pages 69, 70, 71 and 72, of the public records of St. Johns County, Florida.

NOTE: All Lot and Block number references listed below are to the plat of **INNLET BEACH UNIT FOUR**, according to the plat thereof, recorded in Map Book 12, pages 73, 74 and 75, of the public records of St. Johns County, Florida

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618410060	Shaun O'Donnell Jennifer O'Donnell	88 Nina Ln	SEE ITEM 19 BELOW	
0618410070	Kristina A Karlberg	89 Nina Ln	7	1
0618410050	Robert M Taugher, Jr. Patrice M Taugher	90 Nina Ln	5	1
0618410080	Anne R Fountain and Norman F Fountain, Co-trustees Anne R. Fountain Revocable Trust	91 Nina Ln	8	1
0618410040	Jeremiah Christopher Algee Sarah Ann Algee	92 Nina Ln	Lot 4A, Replat of a portion of Lot 4	1
0618410090	Florine S Roberts, Trustee Florine S Roberts Living Trust	93 Nina Ln	9	1
0618410030	Patricia Freer Mark P Freer Jeff A Freer	94 Nina Ln	3	1
0618410100	James B Harris Ashley N Harris	95 Nina Ln	10	1
0618410020	John W Ewalt, Jr.	96 Nina Ln	2	1
0618410110	William C Florenz, Jr. Shelby Florenz	97 Nina Ln	11	1
0618410010	Richard Hayes, Trustee Richard Hayes Revocable Trust	98 Nina Ln	1	1
0618420160	Robert Cesar De B. Champion	625 Palmera Dr E	16	2
0618420150	Roslyn L Grossman	627 Palmera Dr E	15	2
0618420140	Louis Zitiello Emily Zitiello	629 Palmera Dr E	14	2
0618420130	Linda R Wagner	631 Palmera Dr E	13	2
0618430070	Carolyn D Woodhouse and Nancy W Jones, Co- Trustees Carolyn B Woodhouse Declaration of Trust dated May 4, 1999 as amended	86 Rio Dr	7	3
0618430080	Jean H Mitchell Mark W Mitchell	87 Rio Dr	8	3
0618430060	David M Lockerman Deborah P Lockerman	88 Rio Dr	6	3

Parcel Id	Parcel Owner	Property Address	Lot	Block
0618430090	Albert E Bivings IV	89 Rio Dr	9	3
0618430050	Daniel T Scheuble Jill L Scheuble	90 Rio Dr	5	3
0618430100	Jane White	91 Rio Dr	10	3
0618430040	John Carl Poske Vera B Poske	92 Rio Dr	4	3
0618430110	Robert D Wilcox	93 Rio Dr	11	3
0618430030	Margaret A Z Jones	94 Rio Dr	3	3
0618430120	Katina L Etheredge William C Etheredge	95 Rio Dr	12	3
0618430020	Emory C Dalton Emory L Dalton	96 Rio Dr	2	3
0618430130	Gary McKinley Tracy McKinley	97 Rio Dr	13	3
0618430010	James E Oblinger and Billie Jo Oblinger, Trustees Oblinger Family Trust	98 Rio Dr	1	3
0618420090	Brian MacCarthy	91 Veranda Ct	9	2
0618420100	Marianne L Wolfram	93 Veranda Ct	10	2
0618420110	Andrew Pigulevsky Oxana Korobkova	95 Veranda Ct	11	2
0618420120	Layla A Shehata	97 Veranda Ct	12	2
0618420070	2018-2 1H Borrower LP	87 Veranda Ln	7	2
0618420060	David P Holcombe Gabrielle Holcombe	88 Veranda Ln	6	2
0618420080	Bruce P Wideman	89 Veranda Ln	8	2
0618420050	Maria T Sanchez Arturo J Sanchez	90 Veranda Ln	5	2
0618420040	William M Etheredge and Deborah C Etheredge, Trustees The Etheredge Trust	92 Veranda Ln	4	2
0618420030	Christine M Karbowski	94 Veranda Ln	3	2
0618420020	Carl Edwin Kuehn II Roberta Kuehn	96 Veranda Ln	2	2

**Item 19 – Property Address: 88 Nina Lane**

Parcel Id 0618410060

Lot 6, Block 1, INNLET BEACH UNIT FOUR, according to the plat thereof, as recorded in Map Book 12, pages 73, 74 and 75, of the public records of St. Johns County, Florida, less the following:

For a point of beginning commence at the Northeast corner of said Lot 6, the same being the Northwest corner of Parcel "B", as recorded in Official Records Volume 217, page 450, of said public records; thence due West along the North line of said Lot 6, a distance of 12.00 feet; thence due South, a distance of 20.00 feet; thence South 20° 34' 42" West, a distance of 20.00 feet; thence South 04° 35' 12" East, a distance of 95.69 feet to a point on the Southeasterly line of said Lot 6; thence North 39° 24' 00" East, along said Southeasterly line of Lot 6, a distance of 17.92 feet; thence due North along the East line of said Lot 6, a distance of 120.26 feet to the point of beginning.

NOTE: All Lot and Block number references listed below are to the plat of **INNLET BEACH UNIT FIVE**, according to the plat thereof, recorded in Map Book 13, pages 19 and 20, of the public records of St. Johns County, Florida

<b>Parcel Id</b>	<b>Parcel Owner</b>	<b>Property Address</b>	<b>Lot</b>	<b>Block</b>
0618520080	Sreenivas Pandurang Pondicherry	100 Nina Ct	8	2
0618520010	Richard A Cooper Tracy L Cooper	101 Nina Ct	1	2
0618520070	James O Elwell Jayne Hollis	102 Nina Ct	7	2
0618520020	Victoria J Proctor	103 Nina Ct	2	2
0618520060	Kelley M Stam Bryan A Stam	104 Nina Ct	6	2
0618520030	Kenneth A Watson	105 Nina Ct	3	2
0618520050	Jennifer Lynn Milazzo	106 Nina Ct	5	2
0618520040	David S Smith Michele Smith	107 Nina Ct	4	2
0618510040	Thomas A Fleming Lona W Fleming	100 Terebra Ct	4	1
0618510010	Deborah S McMullan	101 Terebra Ct	1	1
0618510030	Jayne Hollis, Trustee The Jayne Hollis Living Trust	102 Terebra Ct	3	1
0618510020	Patricia G Lyons	103 Terebra Ct	2	1

NOTE: All Lot and Block number references listed below are to the plat of **INNLET BEACH UNIT SEVEN**, according to the plat thereof, recorded in Map Book 13, pages 102 and 103, of the public records of St. Johns County, Florida

Parcel Id	Parcel Owner	Property Address	Lot	Block
0620871020	Joseph Tavares Madeleine A Tavares	101 Camino Trl	2	1
0620871030	Matthew Garrow Natalie Garrow	103 Camino Trl	3	1
0620871040	105 Camino Trail LLC	105 Camino Trl	4	1
0620871050	Colene F Helsby, Trustee Colene F Helsby Living Trust	107 Camino Trl	5	1
0620871120	Evan Bell Rebecca Bell	108 Camino Trl	12	1
0620871060	Thomas J Mantia Kathleen E Mantia	109 Camino Trl	6	1
0620871110	Eliezer Ben-Yehuda Leah F Ben-Yehuda	110 Camino Trl	11	1
0620871070	Kelly Eileen Ashline James Wayne Ashline	111 Camino Trl	7	1
0620871080	August Pocius, Trustee Joint Revocable Living Trust of August Pocius and Geraldine A. Pocius u/a/d August 11, 2017	113 Camino Trl	8	1
0620871090	Carolyn L Haley	115 Camino Trl	9	1
0620871100	Robert L Horine Cynthia T Horine	116 Camino Trl	10	1
0620871010	Mark Gummerman Rhonda Gummerman	728 Palmera Dr E	1	1
0620872010	Robert L Shearer Carol Ann Shearer	733 Palmera Dr E	1	2
0620872020	Craig R McKinley Cheryl J McKinley	735 Palmera Dr E	2	2
0620872030	Ted L Veber Nita Veber	737 Palmera Dr E	3	2
0620871130	Mary Lisette Adams David R Green	738 Palmera Dr E	13	1
0620872040	Michael K Lenahen Debra A Lenahen	739 Palmera Dr E	4	2
0620871140	Brian Hughes Grimard Marcelle Williams Grimard	740 Palmera Dr E	14	1
0620872050	Rodney L Crawford Tina R Crawford	741 Palmera Dr E	5	2
0620871150	Brian W Maples Alexandra S Maples	742 Palmera Dr E	15	1

<b>Parcel Id</b>	<b>Parcel Owner</b>	<b>Property Address</b>	<b>Lot</b>	<b>Block</b>
0620872060	Lauren Harrison Benjamin Harrison	743 Palmera Dr E	6	2
0620871160	Felice I Koscinski	744 Palmera Dr E	16	1

NOTE: All Lot and Block number and Tract references listed below are to the plat of **INNLET BEACH UNIT EIGHT**, according to the plat thereof, recorded in Map Book 13, pages 111, 112 and 113, of the public records of St. Johns County, Florida

Parcel Id	Parcel Owner	Property Address	Lot	Block
0620883010	Caryn A Alberti	101 Coquina Ct	1	3
0620883040	Alice Gleason	102 Coquina Ct	4	3
0620883020	Robin L Ray	103 Coquina Ct	2	3
0620883030	Carol S James	105 Coquina Ct	3	3
0620883140	Stephan Shenk Kelley Shenk	100 Nautilus Ln	14	3
0620883130	Margaret C Humphries	102 Nautilus Ln	13	3
0620883050	Jeffrey A Suslak Jo Ellen Suslak	103 Nautilus Ln	5	3
0620883060	Kenneth P Forfar Karen S Forfar	105 Nautilus Ln	6	3
0620883120	David E Dallas Dorothy C Dallas	106 Nautilus Ln	12	3
0620883110	Richard E Lee Claire M Lee	108 Nautilus Ln	SEE ITEM 20 BELOW	
0620883070	Jane M McPherson	109 Nautilus Ln	7	3
0620883100	Mark Andrew Jones Leah Kristin Jones	110 Nautilus Ln	SEE ITEM 21 BELOW	
0620883080	Genevieve P Harvel	111 Nautilus Ln	SEE ITEM 22 BELOW	
0620883090	Daniel R Shoff Mary Louise Shoff	112 Nautilus Ln	SEE ITEM 23 BELOW	
0620881040	Charles M Valentine III Luana M Valentine	100 Neptune Ct	4	1
0620881010	Jeffrey S Warwin Laura S Warwin	101 Neptune Ct	Lot 1 and Tract "A"	1
0620881030	Wanda Fay Farace	102 Neptune Ct	3	1
0620881020	Jospeh Mignone Marzena Mignone	103 Neptune Ct	2	1
0620884120	Judith A Devries	100 Poseidon Ln	12	4
0620884010	Robert C Liittschwager Carol Liittschwager	101 Poseidon Ln	Lot 1 and the West 5 feet of Lot 2	4
0620884110	Julie Wendel Heineman	102 Poseidon Ln	11	4

Parcel Id	Parcel Owner	Property Address	Lot	Block
0620884020	John P Caraher Alison J Caraher	103 Poseidon Ln	Lot 2 except the West 5 feet thereof	4
0620884100	Susan R Arnold and Jamie Russo, Co- Trustees James and Norma Ricca Irrevocable Trust	104 Poseidon Ln	10	4
0620884030	Kevin Russell Nancy Russell	105 Poseidon Ln	3	4
0620884090	Nancy Victoria Ziolkowski	106 Poseidon Ln	9	4
0620884040	Raymond Michael Fitzgerald	107 Poseidon Ln	4	4
0620884080	Dennis A Gladora Susan M Gladora	108 Poseidon Ln	8	4
0620884050	Bradley S Smith Molly E Smith	109 Poseidon Ln	5	4
0620884070	John F Reda Josephine M Reda	110 Poseidon Ln	7	4
0620884060	Lisa Hernandez Jeffrey Dion	111 Poseidon Ln	6	4
0620882090	Michele Bocian Wind	90 Voyager Ct	9	2
0620882010	Michael H Curet Karen M Curet	91 Voyager Ct	1	2
0620882080	Tina F Jaekle	92 Voyager Ct	8	2
0620882020	Wendy J Simmons	93 Voyager Ct	2	2
0620882070	Courtney B Hughes-O'Connell	94 Voyager Ct	7	2
0620882030	Lynn Graver Kite	95 Voyager Ct	3	2
0620882060	Theresa M Trindell	96 Voyager Ct	6	2
0620882040	James P Blasco Marsha Blasco	97 Voyager Ct	4	2
0620882050	Thomas W Sprowell Jill D Sprowell	99 Voyager Ct	5	2

**Item 20 – Property Address: 108 Nautilus Lane**

Parcel Id 0620883110

Lot 11, Block 3, INNLET BEACH UNIT EIGHT, according to the plat thereof, as recorded in Map Book 13, pages 111, 112 and 113, of the public records of St. Johns

County, Florida, excepting therefrom that part of said Lot 11, more particularly described as follows:

For a point of beginning commence at the most Northeasterly corner of said Lot 11, thence South 03° 36' 36" East, a distance of 2.68 feet; thence North 49° 33' 33" West, a distance of 9.11 feet; thence South 64° 26' 36" East, a distance of 7.50 feet to the point of beginning.

**Item 21 – Property Address: 110 Nautilus Lane**

Parcel Id 0620883100

Parcel #1:

Lot 10, Block 3, INNLET BEACH UNIT EIGHT, according to the plat thereof, recorded in Map Book 13, pages 111, 112 and 113, of the public records of St. Johns County, Florida.

Parcel #2:

A portion of Lot 11, Block 3, INNLET BEACH UNIT EIGHT, according to map thereof recorded in Map Book 13, pages 111, 112 and 113, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of beginning commence at the most Northeasterly corner of said Lot 11, thence South 03° 36' 36" East, a distance of 2.68 feet; thence North 49° 33' 33" West, a distance of 9.11 feet; thence South 64° 26' 36" East, a distance of 7.50 feet to the point of beginning.

**Item 22 – Property Address: 111 Nautilus Lane**

Parcel Id 0620883080

A portion of Lot 8 together with a portion of Lot 9, all being in Block 3, INNLET BEACH UNIT EIGHT, according to the plat thereof, recorded in Map Book 13, pages 111, 112 and 113, of the public records of St. Johns County, Florida, being more particularly described as follows:

Begin at the most Westerly corner of said Lot 8, thence North 25° 57' 08" East along the Westerly line of said Lot 8, 112.93 feet to the Northerly line of said Lot 8; thence South 89° 48' 12" East along the Northerly line of said Lot 8, 105.00 feet to the Easterly line of said Lot 8; thence South 00° 20' 05" East along the Easterly line of said Lot 8, 56.83 feet; thence South 62° 44' 34" West, 135.76 feet to a curve of radius 50.00 feet concave to the Southwest, said curve being the Northerly right of way line of Nautilus Lane; thence Westerly along said right of way line, along and around said curve a chord bearing and distance of North 62° 23' 16" West, 38.45 feet to the Westerly corner of said Lot 8, also being the point of beginning.

**Item 23 – Property Address: 112 Nautilus Lane**

Parcel Id 0620883090

A portion of Lot 9 together with a portion of Lot 8, all being in Block 3, INNLET BEACH UNIT EIGHT, according to the plat thereof, recorded in Map Book 13, pages 111, 112 and 113, of the public records of St. Johns County, Florida, being more particularly described as follows:

Begin at the most Westerly corner of said Lot 9; thence North  $62^{\circ} 44' 34''$  East, 135.76 feet to the Easterly line of said Lot 9, 133.17 feet to the Southerly line of said Lot 9; thence North  $76^{\circ} 17' 29''$  West along the Southerly line of said Lot 9, 114.57 feet to a point on a curve concave to the West and having a radius 50.00 feet, said curve being the Easterly right of way line of Nautilus Lane; thence Northerly along said right of way line, along and around said curve a chord bearing and distance of North  $13^{\circ} 02' 14''$  West, 45.00 feet to the point of beginning.

**EXHIBIT D**  
**ARTICLES OF INCORPORATION**

**(see next page)**

ARTICLES OF INCORPORATION  
OF  
THE OAKBRIDGE HOMEOWNERS ASSOCIATION, INC.  
( A corporation not for profit)

FILED  
95 FEB 16 PM 1:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

The name of this corporation shall be THE OAKBRIDGE HOMEOWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

- (a) To promote the health, safety and social welfare of the owners of property within that area described in Exhibit A of the restated Covenants, which area will be hereinafter referred to as the "Property".
- (b) To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, streets, and other common areas, and other improvements for the benefit of owners of the Property for which the obligation to maintain and repair has been deleted and accepted and to cooperate with other homeowner associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and other homeowner associations and to contribute to such common maintenance interests whether within or without the Property.
- (c) To control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems, basketball backboards, sheds, tree houses, skate board ramps, decks, children's play house, or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.
- (d) To maintain any common Property and/or to serve the Property for which the obligation to maintain has been delegated and accepted.
- (e) To provide, replace, improve, maintain and/or repair landscaping and paving, both real and personal, related to the health, safety, and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.
- (f) To operate without profit for the sole and exclusive benefit of its Members.

### ARTICLE III

#### GENERAL POWERS

The general powers that the Association shall have are as follows:

- (a) To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- (b) To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- (c) To delegate power or powers where such is deemed in the interest of the Association.
- (d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
- (e) To fix assessments to be levied against the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with or other property owners' associations for the collection of such assessments.
- (f) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.
- (g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
- (h) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrow or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
- (i) In general, to have all powers conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

### ARTICLE IV

#### MEMBERS

The members shall consist of Owners of the Property, as such term is defined in the Amended and Restated Declaration of covenants for the Oakbridge Homeowners Association Inc. ("Declaration") and those persons defined as Members in the Innlet Beach Community Covenants and Innlet Beach Community Covenants II ("Covenants") all as recorded in the public records of

St. Johns County, Florida. All terms as used herein which are defined in the Declaration and Covenants shall have the same meaning as defined therein; provided for purposes of these Articles, the term Property shall mean the Property as defined in the Declaration and the Platted Property as defined in the Covenants. There shall be one class of Member as follows:

Class A Member. Class A Member shall be owners of Residential Dwelling Units, Residential Parcels or Residential Lots, within the Property. Owners of Residential Dwelling Units, Residential Parcels or of Residential Lots shall automatically become a Class A Member upon the purchase of such Residential Dwelling Units, Residential Parcels or Residential Lots.

#### ARTICLE V

##### VOTING

(a) A Class A Member shall be entitled to one (1) vote for each Residential Lot, Residential Parcel or Residential Dwelling Unit which such Class A Member owns.

(b) When any Property entitling an Owner to membership as a Class A Member is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, one and only one of such persons who shall be designated by such owners shall become the Member entitled to vote. Such vote shall be exercised as they among themselves determine or as the covenants and restrictions applicable to such Property shall determine, but in no event shall more than one (1) vote be cast with respect to any such Property. Where a partnership, corporation or other entity in a Class A Member, such corporation or partnership or other entity shall designate one representative of such partnership, corporation or entity to be the Member entitled to vote.

#### ARTICLE VI

##### BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of nine (9) Directors. The Directors shall be members of the Association and shall be elected in the manner provided in the Bylaws.

#### ARTICLE VII

##### CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VIII

##### BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be amended by majority vote of the Directors present at a duly called meeting of the Board of Directors.

ARTICLE IX

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be amended by a majority vote of the Directors present at a duly called meeting of the Board of Directors.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

(A) The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding;

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law. The liability of the Directors and officers of the Association for money damages shall be eliminated to the fullest extent permissible under Florida law.

#### ARTICLE XI

##### TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) A Director or officer shall make full disclosure of his interest in any matter which shall excuse himself from any consideration of such matter.

(b) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(c) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

#### ARTICLE XII

##### DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(2) Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

(b) The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Fla. Stat. 617.1401 and 617.1402 or statute of similar import. In the event of incorporation by annexation or otherwise of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

ARTICLE XIII

MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Declaration and Covenants applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the total vote of the membership who are voting in person or by proxy at meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XIV

PRINCIPAL OFFICE AND MAILING ADDRESS

The initial street address of the principal office is 10036 Sawgrass Drive, Ponte Vedra Beach, Florida 32082, and the mailing address of this Corporation is the same. The Board of Directors may from time to time move the principal office to any other address in Florida.

ARTICLE XV

INITIAL REGISTERED OFFICE AND AGENT

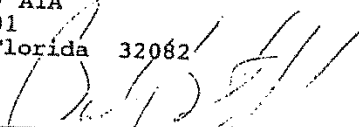
The street address of the initial registered office of this Corporation is 615 Highway 1A, Suite 101, Ponte Vedra Beach, Florida 32082 and the name of the initial registered agent of this Corporation at that address is Baron L. Bartlett Esq.

ARTICLE XVI

INCORPORATOR

The name and address of the person signing these Articles of Incorporation is:

Baron L. Bartlett ESQ.  
Bartlett, Miller & Morehead  
615 Highway 1A  
Suite 101  
Ponte Vedra Beach, Florida 32082

  
\_\_\_\_\_  
Baron L. Bartlett  
Incorporator

FILED

96 FEB 16 PM 1:26

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCEPTANCE OF DUTIES AS REGISTERED AGENT

I hereby accept all duties and obligations in acting as  
Registered Agent for The Oakbridge Homeowners Association, Inc: (a  
corporation for not-for-profit).

BARTLETT, MILLER & MOREHEAD  
615 Highway A1A, Suite 101  
Ponte Vedra Beach, FL 32082  
904/285-5299

\_\_\_\_\_  
Baron L. Bartlett

FILED

96 FEB 16 PM 1:26

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCEPTANCE OF DUTIES AS REGISTERED AGENT

I hereby accept all duties and obligations in acting as  
Registered Agent for The Oakbridge Homeowners Association, Inc. (a  
corporation for not for profit).

BARTLETT, MILLER & MOREHEAD  
615 Highway A1A, Suite 101  
Ponte Vedra Beach, FL 32082  
904/285-5299

\_\_\_\_\_  
Baron L. Bartlett

**EXHIBIT E**

**BYLAWS**

**(see next page)**

Public Records of St. Johns County, FL  
Clerk number: 2018088977  
BK: 4653 PG: 1588  
12/13/2018 9:36 AM  
Recording \$95.00

**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

**CERTIFICATE OF AMENDMENT FOR THE SECOND AMENDED AND RESTATED  
BYLAWS OF  
OAKBRIDGE HOMEOWNERS ASSOCIATION, INC.**

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, the Second Amended and Restated Declaration of Covenants for The Oakbridge Homeowners Association at Sawgrass as recorded in Official Records Book 4515, Page 48, et seq. of the public records of St. Johns County, Florida, the Amended and Restated Bylaws of Oakbridge Homeowners Association, Inc. as recorded in Official Records Book 4515, page 79, et seq. and Articles of Incorporation of The Oakbridge Homeowners Association, Inc. as recorded at Official Records Book 4515, page 68, et seq. of the public records of St. Johns County, Florida, hereby certify that the amendment recorded herewith and entitled Second Amended and Restated Bylaws of Oakbridge Homeowners Association, Inc. (the "Amendment") was duly adopted at a meeting of the Board of Directors on the 5th day of November 2018, (hereinafter the "Meeting") by a majority vote of the Directors present the Meeting, which was duly called.

IN WITNESS WHEREOF, this Certificate of Amendment is executed this 3 day of ~~November~~ <sup>December</sup>, 2018.

Signed, sealed and delivered in  
the presence of:

Witness sign *Jean Cline*

Witness print JEAN CLINE

Witness sign *Deborah Gerbert*

Witness print Deborah Gerbert

**OAKBRIDGE HOMEOWNERS  
ASSOCIATION, INC.**

By: *Art Gormley*  
Art Gormley, President

Attest: By: Barbara A Prochaska  
 Barbara Prochaska, Secretary

Witness sign C. Clein  
 Witness print C. Clein

Witness sign [Signature]  
 Witness print [Signature]

Witness sign [Signature]  
 Witness print Deborah Gerbert

STATE OF FLORIDA  
 COUNTY OF ST. JOHNS

The foregoing Certificate of Amendment me this 3 day of ~~November~~ December, 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.

Cathy Rose Cox  
 NOTARY PUBLIC  
 State of Florida  
 My Commission Expires:



SECOND AMENDED AND RESTATED  
BYLAWS  
OF OAKBRIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
DEFINITIONS

All terms used herein which are defined in the Amended and Restated Declaration of covenants for the Oakbridge Homeowners Association Inc., at Sawgass (the "Declaration") or Innlet Beach Unit One and Unit Five Covenants and Innlet Beach Units Two, Three and Four, Innlet Beach Unit Seven and Innlet Beach Unit Eight (the "Covenants") recorded or to be recorded in the public records of St. Johns county, Florida, shall be used herein with the same meanings as therein defined; provided however, the term Property shall have the same meaning as defined in the Amended and Restated Articles of Incorporation of this Association (the "Articles of Incorporation").

ARTICLE II  
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at the address of the current property manager's office or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III  
VOTING RIGHTS AND ASSESSMENTS

1. The voting rights of the Class A membership of the Association shall be as set forth in the Articles of Incorporation of the Association.
2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and Covenants and shall result in the suspension of voting privileges during the period of such nonpayment.

ARTICLE IV  
BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors even if the remaining Directors constitute less than a quorum. A Director appointed to fill a vacancy shall be appointed to fill the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

3. Members of the Board of Directors shall not be entitled to serve consecutive terms.

#### ARTICLE V

##### ELECTION OF DIRECTORS

1. An election of the Board of Directors shall not be valid, unless at least twenty percent (20%) of the eligible Members cast ballots in the election. The members of the Board of Directors shall be elected at-large by plurality vote as follows:

The candidate receiving the most votes shall be deemed elected. Thereafter, the then eligible candidate with the next highest number of votes shall be deemed elected. The remaining vacancies shall be filled in like manner after first determining which of the remaining eligible candidates has the most votes.

There shall be nine (9) Directors and each Director elected shall serve a three (3) year term. Each election year, the three (3) Directors completing their three (3) year term will come off the board and three (3) new Directors will be elected as defined therein. No person shall be permitted to serve consecutive terms as a Director. Each Director shall hold office until his successor shall have been duly elected or appointed and qualified.

If any portion of a term is served, the Director is ineligible to run for election for the term immediately following (or consecutive) to the three year term the Director was elected or appointed to serve for, even if less than a full three year term was served.

A director may be removed, with or without cause, by the Class A Members at a duly called meeting. In the event a Director shall fail to attend three (3) consecutive meetings of the Board, without being excused, such Director shall be subject to removal upon the affirmative vote of a majority of the Board.

2. The Secretary, or his/her designee, shall send a notice to the Members regarding the date, time and location of the Annual Meeting within forty-five (45) days of the meeting. With the

notice shall be a call for election of candidates to the Board of Directors and an application for interested Members to place their name in candidacy.

3. Interested candidates must submit their applications and supporting documents to the Nominating Committee at the Association's principal address within fourteen (14) days of the receipt of the application, to be considered by the Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Such nominations shall be made from among Members whose assessments are current. Nominations may also be made by a petition signed by at least three percent (3%) of the Members whose assessments are current provided such petition is received by the Nominating committee at least fifty (50) days before the Annual Meeting. The Nominating Committee shall, within seven (7) days, verify the qualifications of the applicants prior to forwarding their names to the Secretary for placement on the ballot.

4. The Secretary shall prepare a ballot within seven (7) days of the receipt of the applications. These written ballots shall describe the vacancies to be filled and set forth the names of those nominated by the Nominating committee for such vacancies. Such ballots shall be prepared and mailed with a self-addressed, stamped return envelope at least fourteen (14) days prior to the Annual Meeting. Upon receipt of such ballots Members may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these Bylaws.

5. The completed ballots shall be returned to the Secretary at the Association's principal office or brought to the Annual Meeting.

6. Upon receipt of each ballot the Secretary, or his delegee, shall place it in a safe or other locked place until the Annual Meeting at which time all collected ballots will be counted by a committee of three Members appointed by the Board of Directors. These Members shall not be members of the Board of Directors or candidates on the ballot.

7. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors, which shall be held following the annual meeting each year.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

(a) To call meetings of the Members and the Directors and to give notice thereof as required by these bylaws and by law.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors or as required by law.

(d) To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

(e) To authorize or cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed

(c) With reference to assessments of the Association:

(i) To fix the amount of the assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and:

(iii) To send written notice of each assessment to every Member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

## ARTICLE VII

### DIRECTORS AND MEETINGS

1. Regular meetings of the Board of Directors shall be held at such time and place as provided by law or by appropriate resolution of the Board of Directors.
2. Special meetings of the Board of Directors shall be held when called by a majority of the Board of Directors after not less than three (3) days notice to each Director.
3. Notice of all Board meetings shall be published and posted as required by law from time to time.
4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or whenever held, shall be as valid as though made at a meeting duly held after regular call and notice that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

## ARTICLE VIII

### OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. The President shall be a member of the Board of Directors, elected from among the Board at the annual meeting of the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.
2. The officers of the Association shall be elected by the Board of Directors. New officers may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected or appointed and qualified.
3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.
4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.
5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors. The Secretary, or his delegee, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such Member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his delegee, shall keep proper books of account and cause an annual budget and an annual balance sheet statement to be prepared at the completion of each fiscal year and the budget and balance sheet statement shall be open for inspection upon reasonable request of a Member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

## ARTICLE IX

### COMMITTEES

1. The Standing Committees of the Association shall be

- The Executive Committee
- The Nominating Committee
- The Landscape Committee
- The Operations, Maintenance and Waterways Committee
- The Architectural Review Board (the "ARB")
- The Finance Committee
- The Communications Committee
- The Covenant Violation Hearing Committee (the "CVHC")
- The Contract Review Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more Members and shall include a member of the Board of Directors and shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until the succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems desirable.

2. The Architectural Review Board shall be appointed by the Board of Directors and shall have the duties and functions described in the Declaration. The ARB shall consist of three (3) members who need not be members of the Board. The ARB shall have the following powers and duties:

(a) To approve or disapprove improvements or structures of any kind located or to be located upon the Property as provided in the Declaration.

(b) Any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

3. The Covenant Violation Hearing Committee shall be comprised and shall have such authority as is set forth in Section 720.305 of the Florida Statutes and in the Declaration of Covenants.

4. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

## ARTICLE X

### MEETINGS OF MEMBERS

1. The regular annual meeting of the Members shall be held during the month of December or January of each year, and at such date and at such time as designated by the Board of Directors. The place of the annual meeting shall be determined by the Board of Directors. If the day for the annual meeting shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

2. Special meetings of the Members for any purpose may be called at any time by a majority of the Board of Directors or upon written request of the Members who have a right to vote one fourth of all the votes of the entire membership.

3. Notice of a special meeting or the annual meeting may be given to Members either personally or by sending a copy of the notice through the mail postage thereon fully prepaid to his address appearing on the books of the corporation. Each Member shall register his address with the Secretary and notices of such meetings shall be mailed to him at such address. Notice of any special meeting shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted unless otherwise provided in these Bylaws, the Articles or the Declaration.

4. The presence at any meeting of Members in person or by proxy entitled to cast twenty percent (20%) of the votes shall constitute a quorum for any action governed by these Bylaws, the Declaration or the Articles of Incorporation.

5. At all corporate meetings of Members, each Member may vote in person or by limited proxy if permitted by law. All proxies shall be in writing and filed with the Secretary.

Proxies shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxies shall extend beyond a period of ninety (90) days and every proxy shall automatically cease upon sale by the Member of his interest in the Property.

#### ARTICLE XI

##### BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

#### ARTICLE XII

##### SEAL

The Association shall have a seal in circular form having within its circumference the words: The Oakbridge Homeowners Association, Inc., corporation not for profit, 1996, Florida.

#### ARTICLE XIII

##### FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

#### ARTICLE XIV

##### AMENDMENTS

These Bylaws may be amended in the manner provided in the Articles of Incorporation.

ARTICLE XV

CHAPTER 720, FLORIDA STATUTES

To the extent of any conflict or ambiguity between the provisions of these Bylaws and the provisions of Chapter 720, Florida Statutes, as the same may be amended from time to time, the provisions of Chapter 720, Florida Statutes, shall control.

**EXHIBIT F**

**APPROVAL LETTER FROM FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

**(See next page)**

**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,

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](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://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.