

OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.
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RULES & REGULATIONS

In addition to the provisions of the Declaration of Covenants, Conditions and Restrictions ("the Deed Restrictions") and the Articles of Incorporation and By-Laws of OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC. ("the Association"), the following rules and regulations, together with such additional rules and regulations as may be adopted hereinafter from time to time by the Board of Directors of the Association shall govern the use of Lots, the Common Area, and the conduct of all residents thereof whether the same are Lot Owners ("Members"), or guests or tenants of a Lot Owner, and shall include the guests or tenants of Lot Owners:

Adopted and Approved by the Board of Directors this 2nd day of July, 2012.

GENERAL RULES AND REGULATIONS

1. **PARKING**: Parking is not permitted on the street or grass. Parking in front of the Clubhouse is reserved for the Clubhouse, Tennis Courts, and Pool. All vehicles parked in driveways must be kept in operating condition and have a current license tag. No RV's, campers, motor homes, boats, trailers, or other such vehicles shall be parked in driveways; these vehicles may be kept on a lot if completely inside a garage or, in the case of a boat and trailer, completely screened by a fence. No vehicle bearing any commercial signs may be kept in a driveway; these vehicles may be kept on a lot if completely inside a garage. No unregistered or uninsured vehicles of any kind, with the exception of golf carts operated by a licensed driver and lawn equipment, may be operated on any street or right-of-way in Oakbrook. (Deed Restrictions: Article II, Sections 4.07, 4.08, and 4.09)
2. **VEHICLE SAFETY**: All motor vehicles shall be operated on streets within Oakbrook with regard for the safety of persons and property. Posted speed limits and all vehicle laws of the State of Florida **must** be observed.
3. **LAWNS**: All Lots, with the exception of undeveloped Lots, shall be sodded with grass from the structure to the paved street in the front and to the lot lines on either side of the Lot or landscaped in accordance with Florida-friendly guidelines (FL Statutes §373.185 and §720.3075(4)(a)). No lawn, fence, hedge, tree or landscaping feature on any Lot shall be allowed to become obnoxious, overgrown, or unsightly in the sole reasonable judgment of the Association or duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature becomes obnoxious, overgrown, or unsightly, the Association or its management company shall have the right to cut, trim, or maintain that lawn, fence, hedge, tree or landscaping feature and to charge the Lot Owner or lessee of the Lot a reasonable sum for such maintenance. In performing this duty, the Association or its management company shall not be deemed guilty of trespassing. (Deed Restrictions: Article II, Sections 3.06 and 4.14)

4. **PROPANE GAS TANKS**: No propane gas tank may be placed in the front or on the sides of any house without approval from the Architectural Design Committee (“ADC”). Inflammable, combustible, and explosive fluids, chemicals, or other substances shall not be kept upon any Lot except those sold and required for normal household use.
5. **SIGNS**: No sign of any kind shall be displayed on any Lot except one plate bearing the owner’s name and number of residence, one “For Sale” sign, and up to two signs advertising that the premises are protected by a security system. “For Sale” signs must meet the following specifications:

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

- Line 1: “FOR SALE”
- Line 2: (Realtor Name **or** Owner Name)
- Line 3: (Phone Number)

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

A special consideration will be given for non-standard signs when a Real Estate Agent is having an “Open House” event. During the hours of the “Open House” **and** while the realtor is present, one non-standard sign may be placed on the lawn of the open house and one non-standard sign may be placed at the entrance area of Oakbrook for directional purposes. All non-standard “Open House” signs **must be** removed by the realtor when leaving Oakbrook. If any non-standard sign is left behind by any realtor or any other individual on any given day, it will be considered “abandoned property” and disposed of accordingly.

6. **PETS**: Pets must be on a leash and never allowed to run freely. Any owner of a pet shall be responsible to clean up after their pet (including but not limited to neighbor’s yards, clubhouse lawn, pool area, playground area, ballpark, undeveloped lots, etc.). Pets are not allowed in the common areas such as the ballpark, playground, tennis courts, clubhouse, and fenced pool area, including pool (See St. Johns County Ordinance No. 92-1 and Florida Dept of Health Rule 64E-9.008).
7. **NOISE OR OTHER NUISANCE**: Owners and occupants of Lots shall exercise extreme care to regulate the use and occupancy of their Lots, to minimize noise and to use musical instruments, radios, television sets, amplifiers or other loudspeaker devices and power tools and other equipment, so as not to disturb any other persons occupying other Lots within the Properties. Lot Owners shall neither use nor permit the use of their Lots or their Properties in any manner which will be disturbing or be a nuisance to other Owners, or in any way be injurious to the general reputation of the neighborhood or other Lot Owners. (Deed Restrictions: Article II, Section 4.01)

8. USE OF COMMON AREAS: The Common Areas shall not be obstructed, littered, defaced or misused in any manner. The Common Areas shall only be used in such a manner as to respect the rights and safety of others, and for the purposes intended and in accordance with the Declaration of Covenants, Conditions and Restrictions ("the Deed Restrictions"), the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association.

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

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

9. UNSIGHTLY LOTS: No lot shall be used or maintained as a dumping ground or storage area for rubbish, trash, garbage, derelict vehicles or fixtures, or other waste items. Items that could be deemed to render the Lot unsightly **must be removed or stored in sanitary containers** which shall be maintained in a clean and sanitary condition and contained within an enclosed structure. (Deed Restrictions: Article II, Section 4.06)
10. PLANTING OR OTHER OBSTRUCTIONS IN SWALE OR OTHER DRAINAGE AREAS: No Lot Owner is permitted to plant any plant, shrub, tree, or other item of like kind in the swale area or other drainage areas nor may any Lot Owner construct or cause to be constructed any obstruction of any kind within any swale area or other drainage area that will restrict or alter the designed draining of the natural flow of water. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of the natural flow of water or otherwise cause undue hardship to any adjoining property. (Deed Restrictions: Article II, Sections 8.01 and 8.02). Drainage culverts must be maintained by the homeowner with an opening diameter of at least 3/4 in size of the original culvert diameter in order to sustain adequate drainage and water flow.
11. TENANTS OF OWNERS: All owners or their rental agents are required to submit to the Association a rental registration form (see Exhibit D). All tenants must also comply with all other rules and regulations and deed restrictions established by Oakbrook Property Owners' Association, Inc.
12. ARCHITECTURAL DESIGN COMMITTEE GUIDELINES: See Exhibit A.
13. CLUBHOUSE USE & RESERVATIONS GUIDELINES: See Exhibit B.
14. POOL RULES: See Exhibit C.
15. PARAGRAPH TITLES: The paragraph titles are inserted only as a matter of convenience and for reference, and in no way limits the scope or content of these Rules and Regulations, the Deed Restrictions, Articles of Incorporation, or By-Laws. The rules and regulations contained herein are not all-inclusive of all restrictions, requirements, or regulations within the Oakbrook Community.

16. INVALIDITY: If any of these Rules or Regulations, or part thereof, shall be adjudged invalid, the same shall not affect the validity of any other Rules or Regulations or part thereof.
17. COMPLIANCE: Each member, tenant, guest, or invitee of the Lot Owner Member shall comply with and abide by all the above Rules and Regulations and any Use Restrictions set forth in the Declaration and in the By-Laws of the Association, and also such Rules and Regulations as may hereinafter be adopted from time to time by the Board of Directors. Additionally, the Board of Directors reserves the right to change or revoke the existing rules and make such additional rules and regulations from time to time, as in its discretion shall be deemed necessary or desirable for the safety and protection of the Properties, the Lots and the Lot Owners, their, tenants, guests; and invitees provided, however, that there will be no rules nor regulations in force which will prohibit or abridge any rights granted by local, state or federal law.

FINES AND PENALTIES

1. FINES FOR VIOLATIONS OF RULES AND REGULATIONS: The Association may levy fines of up to \$100 per violation of any rule or regulation to a parcel owner ("member") as a result of a member's, or a member's tenant, guest, or invitee, failure to comply with any provision of the deed restrictions, by-laws or rules of the Association. A fine will be levied for each day of continued violation with a single notice and opportunity for hearing if so desired by the member. The fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. (Pursuant to Florida Statute §720.305(2))
2. SUSPENSION OF USE OF FACILITIES: The Association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the member or the member's guest, tenant, or invitee to comply with any provision of the deed restrictions, by-laws, or rules of the Association. (Pursuant to Florida Statute §720.305(2)(a)) Additionally, if a member is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full if approved at a properly noticed board meeting. (Pursuant to Florida Statute §720.305(3))
3. OPPORTUNITY FOR HEARING: A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. (Pursuant to Florida Statute §720.305(2)(b))

4. **LIENS**: Once a fine has reached at least \$1,000, a lien may be placed upon the member's parcel and filed with St. Johns County Clerk of Courts. (Pursuant to Florida Statute §720.305(2)). The fine may be collected through the court system up to and including foreclosure by the HOA on the lot against which the lien has been placed.
5. **SUSPENSION OF VOTING RIGHTS**: If a member is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the voting rights of the member if approved at a properly noticed board meeting. (Pursuant to Florida Statute §720.305(4))
6. **TENANT-OCCUPIED PARCELS**: If a parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations due to the Association by the parcel owner have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the parcel. (Pursuant to Florida Statute §720.3085(8)(a))

ARCHITECTURAL DESIGN COMMITTEE GUIDELINES

(See Exhibit A)

CLUBHOUSE RULES AND GUIDELINES

(See Exhibit B)

POOL RULES AND GUIDELINES

(See Exhibit C)

RENTAL REVIEW COMMITTEE GUIDELINES

(See Exhibit D)

EXHIBIT A

ARCHITECTURAL DESIGN COMMITTEE GUIDELINES

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INTRODUCTION

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

DECLARATION OF COVENANTS AND RESTRICTIONS

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

RESPONSIBILITY

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

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

REVIEW AND APPROVAL

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

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

Application for new construction and improvements as defined in the DECLARATIONS must be submitted in writing and approved by the Architectural Design Committee prior to commencement of any work, including any lot clearing. The appropriate documents and forms should be submitted to Richard Waler's office, during any regular business day between the hours of 8:30 A.M. and 2:30 P.M. The Architectural Design Committee will meet as necessary to discuss and approve/disapprove applications. Decisions for an initial application will be made within 30 days after submission as required by Florida statutes.

IMPROVEMENTS REQUIRING ARCHITECTURAL DESIGN COMMITTEE APPROVAL

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

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

Tree removal (greater than 6" in diameter) **except** in cases of emergency when danger to structures may be imminent.

ARCHITECTURAL REVIEW CRITERIA

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

VALIDITY OF CONCEPT

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

DESIGN COMPATIBILITY

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

LOCATION AND IMPACT ON NEIGHBORS

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

MATERIAL AND COLOR

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

WORKMANSHIP

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

SPECIFIC REQUIREMENTS

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

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

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

G. PLAYHOUSES

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

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

H. GARAGE

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

I. EXISTING STRUCTURE OR LOT IMPROVEMENTS

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

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

Architectural Drawings	Landscape plans	Brochures
Photographs	Sketches	

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

J. TIMING

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

NEW HOUSE REQUIREMENT DETAIL

A. USE RESTRICTION

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

B. SETBACK RESTRICTIONS

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

C. RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

- None of the said Lots shall be divided or re-subdivided unless both portions of said Lots are to be used to increase the size of an adjacent lot or the adjacent Lots as platted. Divided portions of Lots must extend in a straight line from fronting street line to existing real property line. No lot shall be replatted.
- No property or Lot in this subdivision shall be built on that is less than one-half (1/2) acre.
- Every structure placed on any lot shall be constructed from material which has been approved in writing by the Committee.
- No residence shall be constructed or maintained upon any Lot which shall have a smaller living floor area (exclusive of porches, patios, and garages) than 2,000 square feet. If any of the structures are two-story, the minimum ground floor living area (exclusive of porches, patios, and garages) shall be 950 square feet. No residence shall be a modular home, mobile home, or any like construction.

- No window air-conditioning units shall be installed in any side of a building, which faces an access way, unless prior approval has been obtained from the Committee.
- All Lots shall be sodded with grass from the structure to the paved street in the front and from the structure to the lot line on the side. Driveways and walkways are excluded.
- Underground irrigation systems are required and watering must be performed according to St. Johns County watering restrictions and regulations as well as to prevent lawns from becoming dry and unsightly.
- Driveways on all Lots shall be of a hard surface material connecting from the structure to the paved street.
- Concrete or steel culverts are required under driveways. Culverts must be maintained by the homeowner with the opening remaining at least $\frac{3}{4}$ open to allow adequate water flow during periods of heavy rain and flooding.
- To contain building trash during the construction phase, a suitable trash dumpster and temporary trash enclosure (examples: wood or wire fencing) is required. Fines will be levied for excessive trash blowing from construction site to surrounding lots and streets.
- To protect the roadway edges, temporary dirt driveways must be used for heavy truck or machine egress onto the lot.
- Street or neighborhood damage due to construction must be properly repaired or estimated repair charges shall be paid to the Association prior to Architectural Design Committee sign-off on the construction.

USEFUL INFORMATION FOR CONTRACTORS

Electric hookup arrangements:

Call: Florida Power & Light
(800) 345-2505

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

Water hook-up arrangements:

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

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

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

Date: ____/____/____

Name: _____

Start Date: ____/____/____

Address: _____

Completion Date: ____/____/____

Lot Number: _____

Phone: _____

REQUIRED ATTACHMENT CHECKLIST (ATTACHED TO THIS APPLICATION):

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

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

_____/____/____
 (Lot Owner or legal representative signature) (Print Name) Date

_____/____/____
 (Contractor Signature) (Print Name) Date

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

**OAKBROOK ARCHITECTURAL DESIGN COMMITTEE (ADC)
PROPERTY ALTERATION APPLICATION**

Date: ____/____/____

Name: _____

Start Date: ____/____/____

Address: _____

Completion Date: ____/____/____

Lot Number: _____

Phone: _____

WHAT do you plan to build or alter? Please describe it fully – materials to be used, what the project will look like, and any other pertinent details:

WHERE are you going to add or alter? Please show on a site plan the location relative to your house and property line. Be sure to observe all required setbacks and height restrictions:

COLORS AND MATERIALS of the finished project. Please be specific – if more than one color or material, stipulate. Include color (minimum 8 ½ x 11) and material samples with your application.

REQUIRED ATTACHMENT CHECKLIST (ATTACHED TO THIS APPLICATION):

- | | |
|--|---|
| Two (2) copies of this Application | Applicable color selections and material samples |
| Two (2) copies of site plans with dimensions to scale clearly showing location of all improvements | Two (2) color sketch, photograph, drawing, brochure, landscape plan, etc. |

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

_____/____/____
(Lot Owner(s) or legal representative signature) (Print Name) Date

OAKBROOK ARCHITECTURAL DESIGN COMMITTEE (ADC)
COMMITTEE ACTION FORM

Initial Review

Completed Project Review

Today's Date: ____/____/____

Application Date: ____/____/____

Applicant Name: _____ Lot Number: _____

Approved As Requested

Approved With the Following Conditions: _____

Disapproved Based Upon the Following: _____

Chairperson, ADC, Oakbrook Property Owners' Association, Inc.

EXHIBIT B

CLUBHOUSE RULES & APPLICATION FORM

1. Only “Property Owners (Members)” may reserve and use the clubhouse. Property Owners/Members **must be present** at the function for which the clubhouse was reserved. No tenant may reserve the clubhouse.
2. No person shall enter any part of the Clubhouse wearing a wet bathing suit or with wet feet.
3. No one will be allowed in the Clubhouse without proper attire and shoes.
4. Property Owners may not reserve the use of the pool/back patio area.
5. No parking of any kind on the clubhouse lawn or neighboring lawns.
6. All financial obligations due to the Association must be current in order for a Property Owner to reserve the clubhouse.
7. No event may be co-hosted or presented by a person who is not a Property Owner/Member. Organizations (non-profit or otherwise) are not permitted to use the clubhouse facilities.
8. Clubhouse may be reserved by members on Memorial Day, July 4th, or Labor Day if the community does not have a function at the clubhouse that day.
9. Should teenagers under age 18 wish to use the clubhouse for a party or function, they must be sponsored by their parent(s) (Property Owner(s)) who shall be obligated for the full responsibility of the group. The parent(s) **must be** present at the function. Teenagers wishing to have guests must be present with their guests.
10. **NO PETS** are allowed in the Clubhouse.
11. Access key is distributed by Clubhouse Committee Chairperson no earlier than 4:00 PM the day prior to the reserved event.
12. A separate non-refundable check of \$125.00 per day of rental must be attached to each Clubhouse Application. All checks should be made payable to “Oakbrook Property Owners’ Association” or “OPOA”.
13. A separate refundable damage deposit check of \$300.00 must be attached to each Clubhouse Application which will remain in effect for cleanup, damages, and key deposit.
14. An additional \$100.00 deposit will be required if the fireplace will be used.

15. Property Owner is responsible for cleanup no later than 11:00 AM the day after the event which includes, but is not limited to, the following:

- turn down air conditioning or heat
- vacuum the carpet with Property Owner vacuum
- mop kitchen floor and hallway with warm clear water (bar floor may be cleaned with detergent)
- wipe down kitchen countertops, cabinets, range, sinks, and microwave
- wipe down everything in bar area, including tables and any other furniture used
- remove all trash (including bathrooms) and place in dumpster provided in parking lot area
- check for and remove any decorations and signs placed **inside or outside** the Clubhouse
- **DO NOT LEAVE TRASH IN CANS ON BACK PATIO AREA BEHIND CLUBHOUSE**

16. The current Clubhouse Committee Chairperson is:

Barbara Castellano
724 Charmwood Drive
(904) 794-2402

CLUBHOUSE USE RULES & APPLICATION

**ONLY OAKBROOK HOMEOWNERS MAY RESERVE AND USE THE CLUBHOUSE
AND MUST BE PRESENT FOR THE RESERVATION**

NO PARKING ON FRONT LAWN AT CLUBHOUSE

FEES MUST BE CURRENT IN ORDER TO RESERVE THE CLUBHOUSE
(INCLUDING ANY LATE CHARGES.)

A separate non-refundable check of \$125.00 per day of rental will be attached with each clubhouse application.

A separate current refundable check of \$300.00 remains in effect for cleanup, damages, and key deposit.

IF YOU WANT TO USE THE FIREPLACE, YOU MUST PAY AN ADDITIONAL \$100.00 DEPOSIT

(This is for the remote to turn on the gas logs in the fireplace.)

Checks should be made payable to Oakbrook Property Owners' Association

All applications and deposits must be received two weeks prior to the date of clubhouse use,
or your reservation will not be held for you.

**HOMEOWNERS MAY NOT RESERVE THE CLUBHOUSE FOR GROUPS OR ORGANIZATIONS
OR FOR PRIVATE BUSINESS ENDEAVORS**

Homeowners may not reserve or prevent the use of the pool/deck area.

The clubhouse may be reserved Memorial Day, July 4th or Labor Day if the community does not have a function.

Should teenagers under age 18 want to use the clubhouse for a party, they must be sponsored by their parents who shall be obligated for full responsibility for the group and be present at the function. Teenagers under age 18 wishing to have guests must be present with their guests.

Homeowner is responsible for cleanup after the event.

The clubhouse must be clean and ready for use by 11:00 a.m. the day after the event.

CLEANUP INCLUDES:

Turn down the air/heat.

Vacuum the carpet (must bring your own).

Mop kitchen floor and hallway with warm clear water. Bar floor may be cleaned with detergent.

Wipe down kitchen countertops, cabinets, range, sinks and microwave.

Wipe down everything in bar area, also tables and any other furniture used.

Remove all trash (including bathroom) and place in dumpster provided in the parking lot.

DO NOT LEAVE TRASH IN CANS OUTSIDE BUILDING.

OUTSIDE BUILDING: Also check for decorations and signs and remove them.

The clubhouse will be inspected after use in order to help assure that the facility is maintained for all homeowners.

Please indicate your choice below.

I will personally arrange for cleanup_____

I will pay cleanup charges _____

I have read the above "Rules" and agree to abide by same.

Signature of applicant_____

Approval _____

Return application to Barbara Castellano 794-2402

APPLICATION FOR OAKBROOK CLUBHOUSE USE

DATE _____

NAME _____ PHONE _____

ADDRESS _____

TYPE OF FUNCTION _____

DATE OF FUNCTION _____

TIME BEGINNING _____ TIME ENDING _____

TOTAL # OF GUESTS: ADULTS _____ CHILDREN _____

A COPY OF YOUR INVITATION MUST BE SUBMITTED WITH THIS APPLICATION

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

Facilities or equipment to be utilized? _____

Are you paying for all expenses for this party? _____

If others share costs, please list names and addresses: _____

Names of chaperons: _____

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

I have read the accompanying CLUBHOUSE USE RULES and agree to abide by same.

SIGNING THIS APPLICATION MAKES YOU PERSONALLY RESPONSIBLE.

SIGNATURE OF APPLICANT: _____

APPROVED: _____

Oakbrook Property Owners' Association
205 Waler Way Suite 5 - St Augustine, FL 32086 - Ph: (904) 439-7624
CChapmanAlliance@gmail.com

Return application to Barbara Castellano 794-2402
724 Charmwood Drive

EXHIBIT C

OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.

205 Waler Way Suite 5
St Augustine, FL 32086
Ph: (904) 439-7624
CChapmanAlliance@gmail.com

POOL RULES

1. No lifeguard, swim at your own risk
2. No diving, no running, no rough play, no playing of loud music
3. Emergency phone located at patio area
4. Children under 12 must be accompanied by a responsible adult
5. No glass allowed in fenced area (FL Dept of Health Rule 64E-9.008(7)2)
6. No animals allowed in fenced area (FL Dept of Health Rule 64E-9.008(7)2) with the exception of service animals for the disabled
7. Only Oakbrook residents and guests are permitted to use the pool, with access by use of electronic pool access card obtained from the Association. No climbing of fences to gain access to the pool or tennis court areas. Violators will be prosecuted.
8. Proper swimming attire for pool use, no cut-offs, no street clothes, all diapered children must wear pull-up swimmers pants
9. Pool Capacity: 38 persons (per Health Dept Permit)
10. Shower before entering pool
11. No pool furniture may be taken from the pool area
12. Life-saving rings and equipment shall be used ONLY for those purposes intended
13. No person suffering from any contagious medical condition or infection or wearing bandages or plaster casts shall be entitled to use the pool
14. Pool hours: dawn to dusk
15. Each home within Oakbrook shall be entitled to no more than two (2) pool access cards

EXHIBIT D

RENTAL REGISTRATION GUIDELINES

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

1. The Owner or Rental Agent **must** complete a Rental Registration Form (see page three) and submit that form to the Oakbrook management company located at 100 Waler Way during any regular business day between the hours of 8:30 A.M. and 2:30 P.M. or fax the form to the same office at (904) 827-9697. This form **must** be submitted to the management office prior to occupancy. Included with this form is required (1) a copy of the proposed lease, (2) copies of tenants' drivers' licenses, and (3) copies of tenants' vehicle registration forms. Forms and copies of information **not received** may result in the imposition of fines as allowed by Florida Statute §720.305(2).
2. The Owner or Rental Agent is responsible, at their cost, for providing **copies of all Rules & Regulations and Deed Restrictions** for Oakbrook Property Owners' Association, Inc. **to the tenants prior to occupancy**. The Association or its management company **is not and will not** be liable for providing copies of Rules and Regulations to any tenant in Oakbrook.
3. The Owner or Rental Agent **must** communicate with the management office providing the number of gate access remote(s) given to the tenants and the number from the back of each remote given to the tenant.
4. The Owner or Rental Agent **must** communicate with the management office providing the number of pool access card(s) given to the tenants and the number from the back of each card given to the tenant.
5. **Owners or Rental Agents are responsible for providing tenants with gate access remotes and pool access cards.**
6. The Owner or Rental Agent fully understands that violations of any rule, regulation, or deed restriction by their tenant may result in the imposition of fines up to \$100 per day (pursuant to Florida Statute §720.305(2)).
7. Pursuant to Florida Statute §720.3085(8)(a), "if a parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel".

8. Further restrictions may apply pursuant to the Oakbrook Covenants, Conditions and Restrictions (“Deed Restrictions”).
9. An Owner may lease only the entire Lot and no room rental or subleasing is permitted. Tenants may only occupy Lots as a single-family residence. Under no circumstances may more than one family reside on a Lot at one time.
10. The uniform lease or addendum and other leases shall provide or be deemed to provide that any violation of the Association's governing documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Association's governing documents or Florida law. If a tenants other occupant, guest or invitee fails to abide by the Association's governing documents, the Lot Owner(s) shall be responsible for the conduct of the tenants, occupants, guests and invitees and shall be subject to all remedies set forth in the Association's governing documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Lot Owner shall have the duty to bring his tenant's conduct (and that of the other Lot occupants, guests and invitees) into compliance with the Association governing documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Lot Owner fails to bring the conduct of the tenant into compliance with the Association's governing documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Lot Owner to undertake whatever action is necessary to abate the tenants noncompliance with the Association's governing documents (or the other noncompliance of other occupants, guests or invitees), including without limitation the right to institute an action for eviction against the tenant in the name of the Association in its own right, or as agent of the Lot Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Lot Owner which shall be secured by a continuing lien in the same manner as assessments for common expenses, to wit, secured by a lien for such charges.

OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.

205 Waler Way Suite 5

St Augustine, FL 32086

Ph: (904) 439-7624

CChapmanAlliance@gmail.com

RENTAL REGISTRATION FORM

Date of Move: ____/____/____ Rental Address: _____

Property Owner Name: _____ Lot # _____

Property Owner Current Phone Number: _____

Tenant Name(s): (#1) _____ (#2) _____

Phone Number(s): _____

How many in tenant household? Adults: _____ Children: _____

Was the tenant provided a copy of the Oakbrook Rules & Regulations? ____ Yes ____ No

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

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

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

Rental Agent Information, if applicable: Name: _____

Real Estate Company: _____

Office Phone Number: _____ Realtor Cell Phone Number: _____

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

(Tenant #1 Signature) _____/_____/_____
(DATE)

(Tenant #2 Signature) _____/_____/_____
(DATE)

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

IN WITNESS WHEREOF we, being all of the Directors of Oakbrook Property Owners' Association, Inc., have hereunto set our hands and seals this ____ day of _____, 20_____.

Harry Maxwell, President

Ron Rodgers, Vice President

Paul Ryan, Secretary/Treasurer

Bill Van Zante, Director

David Emmel, Director

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 2012 by Harry Maxwell, President of Oakbrook Property Owners' Association, Inc., Ron Rodgers, Vice-president of Oakbrook Property Owners' Association, Inc., Paul Ryan, Secretary/Treasurer of Oakbrook Property Owners' Association, Inc., Bill Van Zante, Director of Oakbrook Property Owners' Association, Inc., and David Emmel, Director of Oakbrook Property Owners' Association, Inc., all of whom X are personally known to me or _____ has produced Florida driver's license number _____ as identification

Signature of Notary

Richard L. Waler, Jr.

Name of Notary Typed or Printed

Commission Number: EE 100777

Commission Expires: August 21, 2015

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

**ADOPTED BY UNANIMOUS CONSENT
OF THE DIRECTORS**

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

WHEREAS, the Association currently has Declaration of Covenants, Conditions and Restrictions ("the Deed Restrictions"), By-Laws of the Association, and Articles of Incorporation of the Association; and

WHEREAS, the Board of Directors of the Association have agreed that the Association is in need of rules and regulations necessary to conduct its business and preserve the common area properties under its management; and

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

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

This Resolution adopted and approved this ____ day of _____, 20____.

OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.

Harry Maxwell, President

(SEAL)

APPROVED BY:

Ron Rodgers, Vice-president

Bill Van Zante, Director

David Emmel, Director

Attest:

By: _____
Paul Ryan, Secretary

THE FOREGOING RESOLUTION was acknowledged before me this ____day of _____, 2012 by Harry Maxwell, President of Oakbrook Property Owners' Association, Inc., Ron Rodgers, Vice-president of Oakbrook Property Owners' Association, Inc., Paul Ryan, Secretary/Treasurer of Oakbrook Property Owners' Association, Inc., Bill Van Zante, Director of Oakbrook Property Owners' Association, Inc., and David Emmel, Director of Oakbrook Property Owners' Association, Inc., all of whom X are personally known to me or _____ has produced Florida driver's license number _____ as identification

Signature of Notary

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

CERTIFICATION

The undersigned, Paul Ryan, the Secretary of Oakbrook Property Owners' Association, Inc., hereby certifies that the attached Resolution was duly passed on _____, 20____ by the Board of Directors acting within their authority and duty by the unanimous consent of those Directors acting on behalf of the Corporation and that it has not been repealed or amended and remains in full force and effect.

WITNESS, MY HAND AND SEAL of the Board of Directors of Oakbrook Property Owners' Association, Inc., this _____day of _____, 20_____.

Paul Ryan, Secretary

(SEAL)

THE FOREGOING CERTIFICATION was acknowledged before me this ____day of _____, 2012 by Paul Ryan, secretary of Oakbrook Property Owners' Association, Inc., who X is personally known to me or _____ has produced Florida driver's license number _____ as identification

Signature of Notary

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