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In & Re: John Ruggeri  
815 State Road 206 East  
St. Augustine, FL 32806

## FOREST OAKS ESTATES

### DECLARATION OF

### COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by John R. Ruggeri and Manuela Ruggeri, hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property situated, lying and being in St. Johns County, Florida; and

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Declarant to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in Forest Oaks Estates subdivision, and to limit the use for which each and every of said lots located in Forest Oaks Estates subdivision is intended.

NOW, THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situate, lying and being in St. Johns County, Florida, to-wit: see attached exhibit "A" hereto—shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants to run with said lots and be binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

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

1.02. COMMITTEE: "Committee" shall mean and refer to the Architectural Design Committee which shall be appointed by the Association.

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

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

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

1.06. LOT: "Lot" shall mean and refer to the lots of land described in the plat of Forest Oaks Estates, according to plat thereof recorded in Map Book 61, Pages 79 through 80, inclusive, of the current public records of St. Johns County, Florida.

1.07. MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

1.08. DECLARANT: "Declarant" shall mean and refer to John R. Ruggeri and Manuela Ruggeri, their successors and assigns.

1.09. SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Forest Oaks Estates and any and all future real property to be platted by the Declarant, its successors and assigns as Forest Oaks Estates subdivision, in the Official Records of St. Johns County, Florida.

1.10. SUCCESSORS AND ASSIGNS: “Successors and Assigns” shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant, who are designated as such by an instrument in writing signed by the Declarant and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions. As used in these Restrictions, the words “successors and assigns” shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Forest Oaks Estates.

1.11. COMMITTEE APPROVAL: “Committee Approval” shall mean and refer to written approval by the Committee.

1.12. BUILDING RESTRICTION LINE: “Building Restriction Line” shall mean and refer to the building restriction line as indicated on the Forest Oaks Estates plat, above mentioned.

## ARTICLE II

### RESTRICTIONS

#### USE AND SETBACK RESTRICTIONS.

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

2.02. Buildings or permanent structures of any kind shall be erected within the Building Restriction Line (BRL) for all lots and future lots, as shown on the plat of the Subdivision.

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

#### RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS.

3.01. None of 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 rear property line. No lot shall be re-platted.

3.02. No property or Lot in this subdivision shall be built on that is less than one-half (1/2) acre.

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

3.04. No residence shall be constructed or maintained upon any Lot which shall have a smaller living floor area (exclusive of porches, patios and garages) than 1,800 square feet. If any of the structures on any Lot shall be two-story, the minimum ground floor living area (exclusive of porches, patios and garages) shall be 1,200 square feet.

3.05. All garage entrances must be at the end of the building or the rear of the building. No garage doors (i.e. front of the garage) shall be facing the street. All designs and plans for layouts shall have the garage doors facing directly toward the side of the dwelling or in the rear of the dwelling.

3.06. 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.

#### NUISANCES, TRASH AND SIMILAR RESTRICTIONS.

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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

4.03. No sign of any, kind shall be displayed on any Lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design and type of material of each such residence plate shall be at the sole discretion of the Committee.

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

4.05. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

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

4.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of Forest Oaks Estates.

4.08. No wheeled vehicles of any kind, or boats may be kept or parked on the Lot unless the same are completely inside a garage or similar completely enclosed structure except that private automobiles of the occupants, bearing no commercial signs may be parked in the driveway on the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service.

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

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

4.11. No property Owner may cut a tree with a diameter in excess of six (6) inches, without the prior approval of the Committee.

4.12. No mailbox, newspaper box or similar holder shall be permitted on property Owners Lots. Design, size and location for mailboxes will be provided by the Declarant.

4.13. No lawn, fence, hedge, tree or landscaping feature on any of said Lots shall be allowed to become obnoxious overgrown or unsightly in the sole reasonable judgment of the Association, or their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association, or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefor and the Association or its duly authorized agent, shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association within 30 days after a bill therefor is deposited in the mails addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 4.01. hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

4.14. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Forest Oaks Estates.

#### WELL WATER AND SEWER.

5.01. The Declarant shall be providing a force main sewer line and grinder pump for purposes of providing a sewer system for the use of the Owners. All piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of any wells on any property within the subdivision, said wells shall be approved and in compliance with the standards of all government regulatory commissions. Drains and/or wells shall not be built over easements.

5.02. Each Owner of a Lot will be required to utilize the main sewer line and grinder pump required and shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay when due the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If a well should be installed on any lot within the subdivision, an Owner shall only use well water for irrigation, swimming pools, air conditioning and lawn watering.

5.03 The Declarant shall be responsible for the planning, approval and installation of the surface water management system and all components related thereto including, but not limited to, ponds, pipes, inlets and treatment buffers. Said surface water management system shall be a permitted facility and Declarant shall be obligated to obtain all necessary approvals from the St. Johns River Water Management District prior to effectuating said system and its components. Thereafter, the Association shall be responsible for the maintenance and repair of the surface water management system and all components related thereto including, but not limited to, ponds, pipes, inlets and treatment buffers.

### FENCES.

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

### OBSTRUCTIONS TO SIGHT LINES.

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

### DRAINAGE.

8.01. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said Lot by the Declarant.

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

## ARTICLE III

### EASEMENTS

#### OWNERSHIP AND RIGHT OF WAY.

9.01. All of the property shown on the above referenced plat and designated thereon as entrance right-of-way, named Forest Oaks Drive, and any additional parcel which may be designated in the future by the Declarant, shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns, if any, of said parcels. The Declarant, however, does hereby grant to the present and future owners of the Lots in said Forest Oaks Estates, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers,



representatives of utilities authorized by the Declarant to serve said land, holders of mortgage liens on said land and such other persons as the Declarant from time to time may designate, the nonexclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future, which parcels are defined and for convenience are referred to in these covenants and restrictions as access ways. The Declarant shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant, may create or participate in a disturbance or nuisance on any part of said land and Declarant or its successors or assigns will maintain said access ways until they are dedicated.

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

#### UTILITIES.

10.01. All easements for utilities and other purposes shown on the plat of Forest Oaks Estates recorded in the plat records of St. Johns County, Florida, above-mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

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

#### ARTICLE IV

##### FOREST OAKS ESTATES PROPERTY OWNERS ASSOCIATION, INC.

11.01. Forest Oaks Estates Property Owners Association, Inc. is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to

promote the health, safety and welfare of its Class A members, being the property owners of Forest Oaks Estates, St. Johns County, Florida.

11.02. Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owners and the sole Class B member shall be Ruggeri Construction, Inc. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit:

Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until at least eight per cent (80%) of the lots within the subdivision shall be sold and closed, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event, a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

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

## ARTICLE V

### ARCHITECTURAL DESIGN COMMITTEE

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

record with the Committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in Forest Oaks Estates. Such plans and specifications shall be submitted in writing and for approval, over the signature of the Owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and recited therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

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

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

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

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

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

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

size and setback requirements of residences shall conform with the requirements contained in these restrictions.

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

## ARTICLE VI

### MAINTENANCE AND UPKEEP

#### AUTHORITY FOR FEES

13.01. Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the By-Laws of the Association, a copy of which is attached hereto. No modification or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change any section herein pertaining to the amount and fixing of fees.

#### MEMBERSHIP.

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

#### FEES.

15.01. The initial monthly fee to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, shall be \$75.00 per month. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial

fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Association may increase said fees from time to time as is hereinafter provided. Thereafter, said fees may be increased or decreased by the Association except that the said monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during any one (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than fifty-one percent (51%), in number, of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on plate of units of Forest Oaks Estates whether recorded now or in the future, and if said fees are decreased or extinguished by the Association, the services provided by the Association may be decreased or extinguished so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

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

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

15.04. The Association may commingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of Forest Oaks Estates recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

LIENS.

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

16.02. Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgage or lender of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said Lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Association pertaining to such Lot and chargeable to the former Lot owner of such Lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term institutional first mortgagee means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust,

transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

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

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

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

#### UNSOLD/REPOSSESSED LOTS.

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

#### USE OF FEES.

18.01. Upon the Declarant deeding to the Association, the Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Forest Oaks Estates, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the



Public Records of St. Johns County, Florida, affecting properties located in Forest Oaks Estates, namely:

- A. Maintain the streets and mow grass on the road rights-of-way;
  - B. Maintain the common areas;
  - C. Maintain any and all signage within the common areas;
  - D. If St. Johns County does not otherwise take over such systems, the Association shall maintain the main and common water and sewer line system, not to include any sewer and/or water lines within the boundaries of individual lot(s);
  - E. Grass ponds designated as water retention areas;
- upon the dedication of each of the above by the Declarant to the Association.

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

18.03. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

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

18.05. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees that may be expended in the collection of said fees.

## ARTICLE VII

### MISCELLANEOUS

#### ADDITIONAL RESTRICTIONS.

19.01. The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said

Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications, or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.

#### DURATION OF RESTRICTIONS.

20.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2010, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years by vote of ninety percent (90%) of the then Owners of all of the Lots or tracts in Forest Oaks Estates.

#### REMEDIES FOR VIOLATIONS.


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

#### SEVERABILITY.


22.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, a limited partnership authorized to and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 5<sup>th</sup> day of August, 2008.

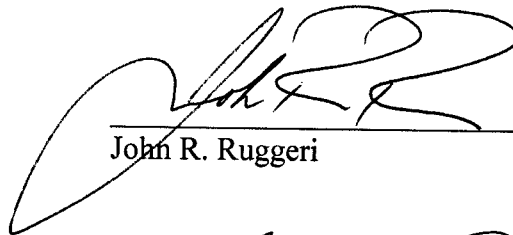
In the presence of:



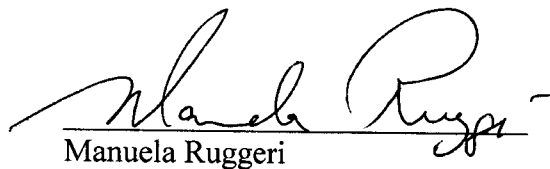
Name: Holly Sheppard



Name: Sean P. Sheppard



John R. Ruggeri




Manuela Ruggeri

**STATE OF FLORIDA     }**

**COUNTY OF ST. JOHNS   }**

Before me personally appeared John R. Ruggeri and Manuela Ruggeri, to me well known and known to me to be the Declarant named in the foregoing instrument, and who did acknowledge before me that said instrument is the free act and deed of said Declarants, which said instrument was executed for the purposes expressed herein.

WITNESS my hand and official seal, this 5<sup>th</sup> day of August, 2008.

  
Notary Public, State of Florida at Large

## Exhibit A

A PART OF THE ANTONIO CANOVAS GRANT, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 48; THENCE SOUTH 89 DEGREES 34 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 48, A DISTANCE OF 1361.00 FEET; THENCE NORTH 27 DEGREES 00 MINUTES 18 SECONDS EAST, A DISTANCE OF 966.96 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ROLLING HILLS DRIVE (AN 80 FOOT WIDE COUNTY ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 82, PAGES 125 AND 126 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1313.57 FEET; THENCE NORTHWESTERLY 383.13 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 42 MINUTES 42 SECONDS, BEING SUBTENDED BY A CHORD BEARING NORTH 84 DEGREES 38 MINUTES 21 SECONDS WEST AND A CHORD DISTANCE OF 381.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 48 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 1082.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 48 DEGREES 17 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 55.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1313.57 FEET; THENCE NORTHWESTERLY 147.98 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 27 MINUTES 16 SECONDS, BEING SUBTENDED BY A CHORD BEARING NORTH 43 DEGREES 03 MINUTES 22 SECONDS WEST AND A CHORD DISTANCE OF 147.90 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 56 DEGREES 41 MINUTES 24 SECONDS WEST, DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 789.53 FEET, MORE OR LESS, TO THE CENTER OF FOX CREEK (A NATURAL DRAINAGE CREEK), THE CENTER OF SAID CREEK BEING THE SOUTHWESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 155, PAGE 534 OF THE AFORESAID PUBLIC RECORDS; THENCE SOUTHEASTERLY 365 FEET, MORE OR LESS, ALONG THE CENTER OF SAID FOX CREEK, THE FOLLOWING (6) MEANDOR COURSES: COURSE (1) SOUTH 69 DEGREES 40 MINUTES 59 SECONDS EAST, A DISTANCE OF 32.09 FEET; COURSE (2) SOUTH 80 DEGREES 07 MINUTES 13 SECONDS EAST, A DISTANCE OF 98.32 FEET; COURSE (3) SOUTH 36 DEGREES 40 MINUTES 27 SECONDS EAST, A DISTANCE OF 94.60 FEET; COURSE (4) SOUTH 60 DEGREES 30 MINUTES 52 SECONDS EAST, A DISTANCE OF 53.47 FEET; COURSE (5) SOUTH 51 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 102.96 FEET; COURSE (6) SOUTH 14 DEGREES 35 MINUTES 35 SECONDS EAST, A DISTANCE OF 10.93 FEET; THENCE NORTH 43 DEGREES 31 MINUTES 38 SECONDS EAST, DEPARTING SAID CREEK, A DISTANCE OF 724.54 FEET TO THE POINT OF BEGINNING, CONTAINING 4.893 ACRES, MORE OR LESS.

Rx Date/Time AUG-04-2008 (MON) 11:41  
AUG-4-2008 11:04A FROM:RUGGERI CONSTRUCTION 9047972982

9047972982

P.002

TO:4611412 P.2

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FOREST OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on February 7, 2007, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H07000034857. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N07000001475.

Authentication Code: 007A00010343-021207-N07000001475-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twelfth day of February, 2007



A handwritten signature in black ink, appearing to read "Kurt S. Browning".

Kurt S. Browning  
Secretary of State

Rx Date/Time AUG-04-2008 (MON) 11:41 9047972982 P.001  
AUG-4-2008 11:04A FROM: RUGGERI, CONSTRUCTION 9047972982 TO: 4611412 P.1

~~FILE~~

EIN 80-0169855.



February 12, 2007

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

FOREST OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC.  
815 SR 206 EAST  
ST AUGUSTINE, FL 32086

The Articles of Incorporation for FOREST OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC. were filed on February 7, 2007, and assigned document number NO7000001475. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number E07000034857.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at [www.irs.ustreas.gov](http://www.irs.ustreas.gov).

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

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

Carolyn Lewis  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 007A00010343

FEB. 9. 2007 11:15AM

CAPITAL CONNECTION

NO. 5500 P. 1

**No7000001475**

**Florida Department of State  
Division of Corporations  
Public Access System**

**Electronic Filing Cover Sheet**

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(((H07000034857 3)))



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**To:**

Division of Corporations  
Fax Number : (850) 205-0381

**RE-SUBMIT  
PLEASE OBTAIN THE ORIGINAL  
FILE DATE**

**From:**

Account Name : YOUR CAPITAL CONNECTION, INC.  
Account Number : I20000000257  
Phone : (850) 224-8870  
Fax Number : (850) 224-7047

2/7/07

**FLORIDA PROFIT/NON PROFIT CORPORATION**

**FOREST OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	09
Estimated Charge	\$78.75

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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C.S. 2-12

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CAPITAL CONNECTION

NO. 5528

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION OF FOREST OAKS ESTATES**  
**HOMELOWNERS' ASSOCIATION, INC.**  
**(a corporation not-for-profit)**

**I. NAME AND DEFINITIONS**

The name of this corporation shall be Forest Oaks Estates Homeowners' Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Forest Oaks Estates to be recorded in the current public records of St. Johns County, Florida (the "Declaration")

**II. PRINCIPAL OFFICE AND MAILING ADDRESS.**

The location of the corporation's principal office and its mailing address shall be 815 SR 206 East, St. Augustine, Florida 32086, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

**III. PURPOSES**

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

A. To promote matters of common interest and concern of the Homeowners of property within Forest Oaks Estates.

B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the applicable permits issued by the St. Johns River Water Management District and the Army Corp of Engineers, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained in said permits and District Rules.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in the matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit 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.



FEB. 9. 2007 11:15AM CAPITAL CONNECTION

NO. 5528 P. 3

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G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

#### IV. 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 the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of 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 owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such Assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To Charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained 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 borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to 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. To merge with any other association which may perform similar functions located

H07000034857 3

FEB. 9. 2007 11:16AM CAPITAL CONNECTION

NO. 5528 P. 4

H07000034857 3

within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

#### V. MEMBERS

The Members ("Members") shall consist of the Developer, and all other Homeowners of Lots located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

#### VI. VOTING AND ASSESSMENTS

A. The Association shall have two classes of voting membership as follows:

1. Class A Membership. The Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned.
2. Class B Membership. The Class B Member shall be the Developer who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:
  - (a) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or
  - (b) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

B. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property, all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

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FEB. 9. 2007 11:16AM CAPITAL CONNECTION

NO. 5528 P. 5

H07000034857 3

**VII. BOARD OF DIRECTORS.**

A. The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint each of the Directors. Following termination of the Class B Membership, the number of the Board of Directors shall be increased to five (5) Directors.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors after the termination of the Class B Membership, the terms of office of the three (3) elected Directors receiving the highest number of votes shall be established at two (2) years and the term of office of the remaining elected directors shall be established at one (1) year. Thereafter, as many Directors shall be elected as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

John Ruggeri  
815 S.R. 206 East, St. Augustine, FL 32086

Manuela Ruggeri  
815 S.R. 206 East, St. Augustine, FL 32086

Phillip Gandy  
2625 Isabella Avenue, St. Augustine, FL 32086

**VIII. OFFICERS.**

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the First annual meeting of the Members and until their successors are duly elected and qualified are:

All Offices

John Ruggeri

H07000034857 3

FEB. 9. 2007 11:17AM CAPITAL CONNECTION

NO. 5528 P. 6

H07000034857 3

**IX. CORPORATE EXISTENCE.**

The Association shall have perpetual existence. The existence of the Association shall commence upon the filing of these Articles with the Florida Secretary of State.

**X. BYLAWS.**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

**XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

**XII. INCORPORATOR**

The Name and address of the Incorporator is as follows:

John Ruggeri  
815 S.R. 206 East, St. Augustine, FL 32086

**XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

A. To the extent allowed by law, 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, suite 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 as a Director or officer of the Association or as 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 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 thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or 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 interest of the Association or that he had reasonable grounds for belief that such action

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FEB. 9. 2007 11:17AM CAPITAL CONNECTION  
H07000034857 3

NO. 5528 P. 7

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 interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross 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 seek indemnification were properly incurred and whether such Director or officer acted in good faith 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 on indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### **XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

A. 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 in which they have 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 authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms length transactions with unrelated entities. 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.

B. 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.

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FEB. 9. 2007 11:17AM CAPITAL CONNECTION

NO. 5528 P. 8

H07000034857 3

**XV. DISSOLUTION OF THE ASSOCIATION.**

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs 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 portion of 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 a majority of the Board of Directors and by two-thirds (2/3) of the Members. 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.

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System is transferred to and accepted by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import, and until responsibility for any permit issued by the Army Corps of Engineers (ACOE) is transferred to an entity acceptable to the ACOE.

**XVI. MERGERS AND CONSOLIDATIONS.**

Subject to the provisions of the Declaration 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 be approved in the manner provided by Chapter 617, *Florida Statutes*, as the same may be amended from time to time. For purposed of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

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FEB. 9. 2007 11:18AM CAPITAL CONNECTION  
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NO. 5528 P. 9

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 7  
day of Feb, 2007

Signed, sealed and delivered  
in the presence of:

Bryan C. Goode, III  
Print Name:

L.H. Cotten

Glen Cotten  
Print Name:

STATE OF FLORIDA }  
COUNTY OF ST. JOHNS } SS

The foregoing instrument was acknowledged before me this 7th day of February, 2007, by John Ruggeri, the Incorporator of FOREST OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC., on behalf of the corporation.

NOTARY PUBLIC-STATE OF FLORIDA  
Martha L. Londono  
Commission #DD884243  
Expires: JAN. 08, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Martha L. Londono  
Print Name:  
NOTARY PUBLIC  
State of Florida at Large  
Commission Expires:  
☒ Personally Known, or  
☐ Produced I.D.  
[check one of the above]  
Type of Identification Produced

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FEB. 9. 2007 11:18AM CAPITAL CONNECTION

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IN COMPLIANCE WITH SECTION 617.0501, *FLORIDA STATUTES*, THE FOLLOWING IS SUBMITTED:

FOREST OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA HAS NAMED JOHN RUGGERI AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S BUSINESS ADDRESS IS 815 SR 206 EAST, ST. AUGUSTINE, FLORIDA 32086, AND THE CORPORATION'S REGISTERED OFFICE IS THE SAME

FOREST OAKS ESTATES  
HOMEOWNERS' ASSOCIATION, INC.

By: 

JOHN RUGGERI

Incorporator

Dated this 7 day of February,

2007

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT 815 SR 206 EAST, ST. AUGUSTINE, FLORIDA 32086, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

  
JOHN RUGGERI

Registered Agent

Dated this 7 day of February,

2007

FILED  
2007 FEB -7 AM 10:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA


H07000034857 3



# 2008 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

**FILED**  
**Apr 09, 2008 8:00 am**  
**Secretary of State**

03-17-2008 90005 027 \*\*\*\*61.25

<b>DOCUMENT # N07000001475</b>			
1. Entity Name <b>FOREST OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC.</b>			
Principal Place of Business <b>815 SR 206 EAST ST AUGUSTINE, FL 32086</b>		Mailing Address <b>815 SR 206 EAST ST AUGUSTINE, FL 32086</b>	
2. Principal Place of Business - No P.O. Box #		3. Mailing Address	
Suite, Apt. #, etc.		Suite, Apt. #, etc.	
City & State		City & State	
Zip	Country	Zip	Country
4. FEI Number <b>80-0168855</b>		Applied For <input type="checkbox"/> Not Applicable	
5. Certificate of Status Desired <input type="checkbox"/>		\$8.75 Additional Fee Required	
6. Name and Address of Current Registered Agent <b>RUGGERI, JOHN 815 SR 206 EAST ST AUGUSTINE, FL 32086</b>		7. Name and Address of New Registered Agent Name Street Address (P.O. Box Number is Not Acceptable) City FL Zip Code	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.			
SIGNATURE _____ <small>Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reappointing)</small>			
DATE _____			
Filing Fee is: \$61.25. Due by: May 1, 2008.		9. Election Campaign Financing Trust Fund Contribution: <input type="checkbox"/> \$5.00 May Be Added to Fees	
		Make check payable to Florida Department of State	
10. OFFICERS AND DIRECTORS			
TITLE	DPST	<input type="checkbox"/> Delete	
NAME	RUGGERI, JOHN		
STREET ADDRESS	815 SR 206 EAST		
CITY - ST - ZIP	ST AUGUSTINE, FL 32086		
TITLE	D	<input type="checkbox"/> Delete	
NAME	RUGGERI, MANUELA		
STREET ADDRESS	815 SR 206 EAST		
CITY - ST - ZIP	ST AUGUSTINE, FL 32086		
TITLE	D	<input type="checkbox"/> Delete	
NAME	GANDY, PHILLIP		
STREET ADDRESS	2625 ISABELLA AVE.		
CITY - ST - ZIP	ST. AUGUSTINE, FL 33086		
TITLE		<input type="checkbox"/> Delete	
NAME			
STREET ADDRESS			
CITY - ST - ZIP			
TITLE		<input type="checkbox"/> Delete	
NAME			
STREET ADDRESS			
CITY - ST - ZIP			
TITLE		<input type="checkbox"/> Delete	
NAME			
STREET ADDRESS			
CITY - ST - ZIP			
11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10			
TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition	
NAME			
STREET ADDRESS			
CITY - ST - ZIP			
TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition	
NAME			
STREET ADDRESS			
CITY - ST - ZIP			
TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition	
NAME			
STREET ADDRESS			
CITY - ST - ZIP			
TITLE		<input type="checkbox"/> Change <input type="checkbox"/> Addition	
NAME			
STREET ADDRESS			
CITY - ST - ZIP			
12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address with all data like empowered.			
SIGNATURE: _____ <small>SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR</small>			
Date _____ Daytime Phone # _____			

66006156

01162008 Chg-NP CR2E037 (12/06)

BY-LAWS OF  
FOREST OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT

ARTICLE I

General

Section 1. Definitions and Operation. These are the By-Laws of the Forest Oaks Estates Homeowner's Association, Inc. (the "Association"), a Florida not for profit corporation. Reference is made to the Declaration of Covenants and Restrictions for Forest Oaks Estates (the "Declaration") where necessary to interpret, construe, and apply the provisions of the By-Laws. When interpreting these By-Laws the following shall apply:

(a) Definitions. All terms defined in the Declaration have the same meaning when used in these By-Laws.

(b) Consistency. By adopting these By-Laws, this Association's Directors intend them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.

(c) Conflict. These By-Laws are to be interpreted, construed, and enforced with the Articles and the Declaration to avoid inconsistencies or conflicting results. If a conflict necessarily results, the provisions of the Articles or the Declaration control anything to the contrary in these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in this Association are set forth in Articles V and VI of the Articles.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "Forest Oaks Estates Homeowners' Association, Inc." and "Corporation Not For Profit".

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January each calendar year.

Section 5. No Vested Rights. No member of this Association has any vested right, interest, or privilege of, in or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferable or inheritable except as an incident to the transfer of title to such member's Lot.

Section 6. Amendment. These By-Laws may be altered, amended, or rescinded in the manner set forth in Article XI of the Articles of Incorporation.

## ARTICLE II

### Member's Meetings

Section 1. Annual Meetings. The annual meeting of this Association is held each year during the month of October or November, on such date and at such time and place as the Board of Directors determines.

Section 2. Special Meetings. Special membership meetings may be called at any time by: (i) the President or the Board of Directors; or (ii) or upon the written request of the members in good standing who are entitled to cast one-fourth (1/4) of the vote of the Class A membership; or (iii) by Declarant, so long as Declarant is a member of the Association.

Section 3. Notice. Written notice of each members' meeting shall be given in accordance with the Articles by or at the direction of the Secretary, and shall specify the place, day, and hour of the meeting and its purpose. Meetings may be held at such places within St. Johns County, Florida, as may be designated by the Board of Directors. All notices may be given by personal delivery or by mailing a copy, postage prepaid, addressed to the member's address last appearing on the Association's books.

Section 4. Special Notices. Any notice to nonmembers required by the Declaration may be given by mail. Mailing or delivery of notice to any co-owner is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 5. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive as to the regularity of any notice with respect to any Person absent actual knowledge of any defect in notice.

Section 6. Waiver of Notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A member's attendance at any meeting constitutes a waiver of all defects in notice unless the member expressly objects at the beginning of the meeting to the transaction of any business because the meeting is not regularly called.

Section 7. Quorum. Quorum requirements are as set forth in the Articles.

Section 8. Adjournment. If a meeting otherwise duly called and convened, with requisite quorum present, is adjourned to another time or place, notice of the adjourned meeting is not required, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. Any business may be transacted at the original meeting without additional notice and without reconstituting a quorum.

Section 9. Record Date. Any notice of a meeting of the membership must be given to each member as shown upon the Association's books as of the date such notice is given. Only those members, shown as members in good standing upon the Association's books are entitled to vote at meetings.

Section 10. Proxies. Members may vote in person or by proxy at any meeting. All proxies are revocable and terminate automatically upon conveyance of title to the member's Lot. All proxies must be in writing, signed by the member, and expire 11 months from date unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof. No person shall be permitted to vote more than five (5) proxies at a meeting. A member represented by a valid proxy at any meeting is "present" for all purposes.

Section 11. Membership List. A complete list of the members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Association's office, open to inspection by any member. The list also must be produced at the time and place of the meeting for inspection by any member at any time during the meeting.

Section 12. Voting Requirements. Every act and decision done or made by a majority of the members present at a meeting duly called at which a quorum is present is the act of the membership, except where higher voting requirements are established by applicable provisions of the Articles or Declaration.

Section 13. Joinder in Minutes of Meeting. Members may join in the action of a meeting or any portion thereof by signing and concurring in the minutes or a selected portion thereof. Such joinder shall constitute the vote of the members for the purpose of approval or disapproval of any matter and the presence of such member for the purpose of establishing a quorum.

### ARTICLE III

#### Board of Directors

Section 1. Number and Composition. The Board of Directors shall consist of at least three, but not more than nine members, provided there shall not be an even number of Directors. Each Director continues in office until a successor has been elected and qualified, unless the Director sooner dies, resigns is removed, or is incapacitated or otherwise unable to serve. Directors need not be Association members.

Section 2. Standard of Care. Each Director must perform all duties as a Director, including duties as a committee member: (1) in good faith; and (ii) in a manner the Director reasonably believes is in the best interest of this Association; and (iii) with such care as an ordinarily prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any

of the following, unless the Director has actual knowledge that reliance is unjustified:

(a) Officers. One or more officers, employees, or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.

(b) Professionals. Legal counsel, public accountants, architects, engineers, or other professionals as to matters that the Director reasonably believes are within such person's professional or expert competence.

(c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles, or these By-Laws, as to matters within its designated authority, if the Director reasonably believes the committee merits confidence.

Section 4. Compensation. Any director may be reimbursed by the Board for actual expenses incurred in the performance of the Director's duties, but no Director may be paid any compensation by this Association for services rendered to the Association as a Director.

Section 5. Nomination. Nomination for election to the Board of Directors may be made from among members or nonmembers by the Nominating Committee or from the floor at the annual meeting of the members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6. Election. Election to the Board of Directors must be by secret written ballot. Each member entitled to vote for the election of Directors may cast as many votes for each vacancy as the member has under the provisions of the Declaration. The person receiving the largest number of votes cast by the Class A and Class B members for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Term of Office. The term of office for all Directors is as set forth in the Articles, and any Director may succeed himself in office.

Section 8. Removal. Any Director, or the entire Board of Directors, may be removed with or without cause at any meeting called expressly for such purpose by a majority vote of the members entitled to vote for the election of Directors.

Section 9. Vacancies. If a Director dies, resigns, is removed, or is incapacitated or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor.

## ARTICLE IV

### Directors' Meetings

Section 1. Regular Meetings. The Board of Directors shall meet annually during the month of October or November at such place and time as is fixed by Board resolution. If a regularly scheduled meeting falls on a legal holiday, such meeting is held at the same time on the next day that is not a legal holiday.

Section 2. Special Meetings. Special Board meetings must be held when called by the President, or by any two Directors, after not less than three days prior notice to each Director. Notice may be waived in writing at any time before, at, or after the meeting. Neither the business transacted at, nor the purpose of the special meeting need be specified in any written waiver.

Section 3. Quorum. Except where the provisions of the Declaration expressly require action by two-thirds (2/3) of the members of the Board of Directors, a majority of the Directors constitutes a quorum for all purposes. Every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Where any provision of the Declaration expressly requires approval by two-thirds (2/3) or more of the Directors, the stated percentage constitutes the quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

(a) Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, or ratifies the contract or transaction by vote or written consent sufficient for such purpose without counting the votes or consents of the interested Directors; or

(b) Membership. Such relationship or interest is disclosed or known to the members of the Association entitled to vote thereon and they authorize or ratify such contract or transaction by the requisite vote; or

(c) Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board or the members.

Common or interested Directors may be present at the meeting of the Board or membership that authorizes or ratifies such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

Section 5. Adjournment. A majority of the Directors present at any meeting duly called,

regardless of whether a quorum exists, may adjourn the meeting to another time and place, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment.

Section 6. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless the Director: (i) votes against the action; or (ii) abstains from voting because of an asserted conflict of interest. A director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place of time of such meeting, or the manner in which it has been called or convened, unless the Director at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 7. Informal Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all Directors and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other.

Section 8. Declarant Representation. For so long as Declarant is a member of the Association, Declarant shall have the right to receive notice of all meetings of the Directors or any committees of Directors and to attend and be heard at such meetings.

## ARTICLE V

### Powers of Board of Directors

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in, or delegated to, this Association and not reserved to its membership by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable, prescribe their duties, and fix their compensation, if any. The Board has the authority to contract for services and materials to be provided for the benefit of the Owners or the Property consistent with the provisions of the Declaration.

Section 2: Rules and Regulations. The Board has the power from time to time to adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Property and this Association's activities, so long as such rules and regulations are consistent with the rights and duties established by the Articles and the Declaration.

Section 3. Enforcement. For material violation of any of its rules or regulations, the Board may: (i) require any member to make restitution to this Association for any loss resulting from any violation; or (ii) impose reasonable fines. Procedures at all times must afford the affected member reasonable prior notice and opportunity to be heard in an impartial manner.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior

notice, to suspend any member's voting rights during any period in which the member is more than 30 days delinquent in payment of any assessment levied by the Association.

Section 5. Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to the Declaration.

Section 6. Indemnification. The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents, and members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide indemnification for criminal, intentional, or willful misconduct.

## ARTICLE VI

### Duties of Board of Directors

Section 1. General. The Board is responsible to see to the performance of all duties of the Association as set forth in the Declaration except to the extent specifically assigned to others by the Governing Documents. The Board shall keep a complete record of the minutes of its meetings and shall keep copies thereof available for inspection by members at the annual meeting, or as special meetings when such statement is requested. The Board supervises all of the Association's officers, agents, employees (including volunteer employees), committees, and contractors and sees that their respective duties are properly performed. The Board otherwise manages the affairs of this Association as provided in these By-Laws, the Articles, and the Declaration.

Section 2. Estoppel Certificates. Upon request by any interested Person, the Board shall cause an appropriate Association officer to issue a certificate as to the status of assessments with respect to any Lot. Such certificates bind this Association as of the date of issuance properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 3. Financial. With the assistance of this Association's Treasurer, the Board prepares an annual budget and financial statements for presentation to the membership at each annual meeting and causes an audit of this association's financial statements to be made by an independent accountant whenever requested by a majority of members present at a duly called meeting of members. The Board shall also prepare an annual statement of income and expense and shall present same at the annual meeting of members and shall make it available to all Owners and their mortgagees upon request.

Section 4. Insurance. The Board must procure and maintain in force and effect at all times adequate public liability and fire extended coverage casualty insurance with respect to all property from time to time owned by this Association. The Board also must cause, persons or entities employed, authorized, or contracted with to collect, disburse, and manage the Association's funds, including the Association's officers, directors, and uncompensated volunteers, to be bonded or insured with adequate fidelity and errors and omissions coverage for



the benefit of the Association. The premiums for the foregoing shall be paid from the Association funds.

Section 5. Management. Within the limits of available funds, the Board may employ such professional managers, accountants, attorneys, architects, and other professionals to assist the Board in the performance of its duties. The Board may contract with the Declarant or any other Person to manage the Association's affairs, in whole or in part. No such management contract may be for a term longer than one year and must be terminable by the Association without cause upon not more than 90 days prior written notice.

## ARTICLE VII

### Committees

Section 1. Permanent Committees. The Board shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-Laws.

Section 2. Other committees. The Board from time to time may form and dissolve such other committees as the Board deems necessary or appropriate to assist or advise the Board in managing the Association's affairs. All committee members are appointed by, and serve at the pleasure of, the Board unless the appointing authority is delegated by Board resolution to an officer. No such committee can be authorized to expend or commit the Association to expend any Association monies unless the action is ratified or approved by the Board. Committee members need not be members of this Association.

## ARTICLE VIII

### Books and Records

Section 1. Records Enumerated. This Association must keep correct and complete: (i) books and records of account; (ii) minutes of the proceedings of its members and the Board of Directors, if any; and (iii) a membership record.

Section 2. Inspection. All books, records, and papers of this Association will be open to inspection and copying during reasonable business hours by any Owner, any Mortgagee, insurer or guarantor of a First Mortgage, and by Declarant, so long as Declarant is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. The Declaration, Articles, and these By-Laws must be available for inspection by any Person at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

## ARTICLE IX

### Officers

Section 1. Enumeration. This Association's regular officers are a president, Vice president, Secretary, and Treasurer, who are elected at the first Board meeting of the newly elected Board following each annual meeting for a term of one year, and until their respective successors are elected and qualified, unless any such officer sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve.

Section 2. Special Offices. The Board of Directors may appoint such other officers as it deems advisable, each of whom will hold the office for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause at any time. No officer has any vested right, privilege, or immunity with respect to any office. A resignation of any office need not be accepted to be effective. Vacancies are filled by Board appointment.

Section 4. Multiple Offices. No person simultaneously may hold more than one other regular office, except that the offices of Secretary and Treasurer may be held by the same person. Any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in, his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

(b) Vice-president. The Vice-president shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the president and exercise such other powers and perform other duties as shall be prescribed by the Directors.

(c) Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the Association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

(d) Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and shall perform all other duties incident to the office of Treasurer.- The duties of the Treasurer may be fulfilled by a manager employed by the Association.

Any regular officer also may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

## ARTICLE X

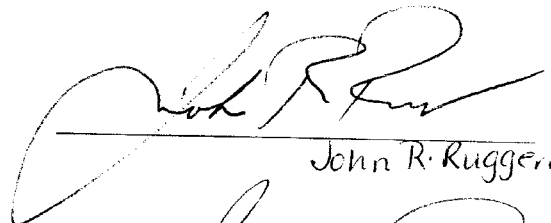
### Assessments

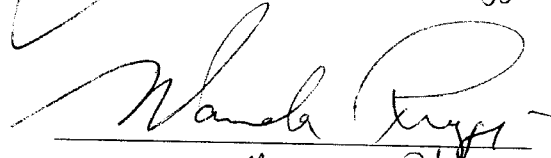
As more fully provided in the Declaration, each member is obligated to pay to the Association regular and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the uniform rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate permitted by Florida law nor to be less than ten percent (10%) per annum, from the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XI

### Attestation

IN WITNESS WHEREOF, the undersigned have signed this document for the purpose of authenticating it as the By-Laws of Forest Oaks Estates Homeowners' Association, Inc., a Florida corporation not for profit, as adopted by its Board of Directors this 5<sup>th</sup> day of August, 2008.

  
John R. Ruggeri

  
Manuela Ruggeri