

Oak Grove P.U.D. Homeowners Association, Inc.

2209 COLLIER PARKWAY • SUITE 141 • LAND O' LAKES, FLORIDA 34639

PHONE & FAX: (813) 448-3841 • WWW.OAKGROVEHOA.COM

2010 ANNUAL DUES INVOICE

Enclose this ENTIRE page with your payment in the envelope provided. \$25 late fee shall apply after above due date.

Mailing Address Change form is available online

INVOICE & Important DOCUMENTS Enclosed	*	RESIDENT NAME ADDRESS OGXX - Lot XX ADDRESS	2010 HOA DUES \$117.00 OUTSTANDING BALANCE -12/31/09 <u>0.00</u> TOTAL BALANCE DUE \$117.00 AMOUNT DUE BY 3/1/2010
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Check or Money Order payment: **Please make your check payable to Oak Grove HOA**

Credit Card payment: **Please charge to: VISA MASTERCARD

**An admin fee of \$10 will be added to the above total for all credit card payments.

Account Number _____ - _____ - _____
 Expiration Date _____ Verification Code (back of card) _____
 Print name on card _____
 Signature _____

Providing your email address below authorizes the HOA to email you community newsletters, future invoices, and other HOA correspondences: _____

ABSENTEE BALLOT

‘The Covenants, Conditions and Restrictions of this Declaration may be amended by an instrument approved by not less than two-thirds (2/3rds) of the Unit Owners...’ (584 households). If you are unable to attend the Annual meeting, please complete the below absentee ballot:

	<u>For</u>	<u>Against</u>	<u>Brief Explanation of Proposed Amendment</u>
A	()	()	To allow home business offices under standards as set forth by the Architectural Committee and Board of Directors.
B	()	()	To eliminate requirement for lot owners to maintain the area between property line and pond water’s edge. (Area shall be maintained by the Association.)
C	()	()	To reduce the total number of Unit Owner votes required to amend a Declaration to one-half (1/2) from two-thirds (2/3).
D	()	()	To allow the Violations Committee and Board of Directors to send any notice of a violation by first class mail <u>and/or</u> certified mail, reducing Association costs of such mailings. To also allow for change of official Association address from previously stated Declarant address for submission of accurate mailing of lot owner’s Address Change notifications to the Association.

Election of Board of Directors: Per Article IV, Section 1 of the Bylaws (as amended), no more than 7 Board of Directors shall manage the board. Currently, all 7 positions are filled. Shall any one or more board member resign, a legal Oak Grove lot owner may be appointed at the Annual meeting. Please write in the name(s) of an Oak Grove legal resident only:

More information is available online at www.OakGroveHOA.com and in the enclosures.

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**NOTICE OF ANNUAL MEETING OF
OAK GROVE P.U.D. HOMEOWNERS ASSOCIATION, INC.**

To all members:

On *Thursday, March 4, 2010, at 7:00 pm, at Denham Oaks Elementary School, 1422 Oak Grove Blvd., Lutz, FL 33559*, the Annual Meeting of the Association will be held for the purpose of electing Directors, voting on amendments and such other business as may be lawfully conducted.

One-tenth (1/10) of all Association members (88 households) must be present, in person or by proxy, at the meeting, to constitute a quorum and allow for the business to be conducted. It is therefore **VERY IMPORTANT**, that you either attend the meeting in person or provide a proxy (below).

If you are unable to attend the Annual Meeting and wish to vote, you may appoint a proxy (substitute) to attend the meeting and vote on your behalf. **All proxies count toward the 1/10 requirement for having a quorum.** You may grant general powers, limited powers or both. General Powers will allow your proxy to vote on other issues which might come up at the meeting that do not require a limited proxy. Limited Powers (a/k/a absentee voting) allow your proxy to cast your vote according to your preference on specific issues (such as amendments to documents).

You can return your signed proxy and absentee ballot to the Association with the payment of your annual dues, but no later than the scheduled time of the annual meeting. You may withdraw your proxy at any time, in writing. A proxy form and absentee ballot is provided for your use, if needed.

PROXY

The undersigned, owner(s) or designated voter in Oak Grove, appoints (**check one**)

_____ a) Lecia Lewis, Secretary of the Association, on behalf of the Board of Directors, or

_____ b) _____ (if you check b, write in the name of your proxy) as my proxyholder to attend the meeting of the members of **Oak Grove PUD Homeowners Association, Inc. to be held Thursday, March 4, 2010, at 7:00 pm, at Denham Oaks Elementary School, 1422 Oak Grove Blvd., Lutz, FL 33559.** The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

_____ I hereby grant GENERAL POWERS and authorize and instruct my proxy to use his or her best judgment on all other matters, **not included on the absentee ballot**, which properly come before the meeting and for which a general power may be used.

_____ I hereby grant LIMITED POWERS and specifically authorize and instruct my proxyholder to cast my vote in preference on the following matters as indicated on the absentee ballot below. (For your vote to be counted on the following issues, you must indicate your preference in the blank(s) provided on the absentee ballot below).

Signature required here: _____

Print name required here: _____

Property Address: _____ Lot/Block#: _____

Oak Grove P.U.D Homeowners Association, Inc.
2009 Actual vs. Budget Comparison
& Approved 2010 Budget

	12 Months - 2009				Approved
	Jan - Dec 09	YTD Budget	\$ Var	% Var	2010 Budget
		Amend 8/6/09			10/01/09
Revenues					
Collections	109,973	120,160	(10,187)	91.52%	102,105
Expense					
General Maintenance	12,880	12,000	880	107.33%	6,500
Insurance	3,248	3,900	(652)	83.28%	3,900
Lawn Maintenance/Landscaping	44,505	50,000	(5,495)	89.01%	50,000
LCAM services (violations)	-	5,600	(5,600)	0.0%	5,600
Legal Fees	840	10,000	(9,160)	8.4%	15,000
Membership dues	50	50	-	100.0%	50
Office expenses	965	1,000	(35)	96.5%	1,000
Fax & Phone services	257	120	137	214.17%	120
Pond Inspections	250	1,200	(950)	20.83%	1,200
Pond Maintenance/Repairs	6,555	29,000	(22,445)	22.6%	10,000
Postage and Delivery	1,259	2,670	(1,411)	47.15%	3,500
Postal Box	154	150	4	102.67%	160
Records Storage	1,251	1,160	91	107.85%	1,160
Signs	428	1,000	(572)	42.8%	1,000
State Filing Fees	61	60	1	101.67%	65
Utilities: Electric	1,027	1,140	(113)	90.09%	1,500
Utilities: Irrigation	922	1,020	(98)	90.39%	1,200
Website costs	84	90	(6)	93.33%	150
Total Expense	74,736	120,160	(45,424)	62.2%	102,105
Subtotal	35,237	-	35,237	100.0%	-
Other Revenues (Expenditures)					
Dues/late fees/other-prior year	617				
Late fees-current year	2,561				
Violation fines	100				
Prior year legal fees recovered	3,278				
Interest Income	499				
Foreclosure maintenance	(765)				
Merchant credit card fees collected	48				
Merchant credit card charges	(262)				
Reimbursable expenses - Violations	(900)				
Bank fees	(3)				
Total Other Revenues (Expenditures)	5,173				
Total Revenues over (under) Expenditures					
BEFORE 2007 special assessment	40,410	-	40,410	100.0%	-
Special Assessment - PONDS					
Collections and other revenues:					
Special assessment collections	897	-	897	100.0%	173,218
Administrative fees	-				180
Late fees	100				3,950
Interest Income	955				6,926
Total revenues	1,952				184,274
Expenditures:					
Clearing of Ponds	-	21,250	(21,250)	0.0%	21,250
Pond Maintenance	50,936	23,579	27,357	216.02%	83,852
Engineering inspections	2,375	3,854	(1,479)	61.62%	12,049
Legal fees	-		-	0.0%	1,428
Reserves-restricted	-		-	0.0%	49,750
Total expenditures	53,311				118,579
Total Revenues (Expenditures)	(51,359)				-
Total Revenues over (under) Expenditures					
AFTER 2007 special assessment	(10,949)				65,695

THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.

**PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
OAK GROVE P.U.D. HOMEOWNERS ASSOCIATION, INC.**

PLEASE NOTE: NEW LANGUAGE IS INDICATED BY UNDERLINING; DELETED TEXT IS INDICATED BY STRIKE THROUGH, UNAFFECTED TEXT INDICATED BY "..."

DECLARATION

A. Proposed amendment to ARTICLE VI, Section 7.4 of the Declaration, to read as follows:

ARTICLE VI
ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

...

Section 7. Screening or Other Uses.

...

4. ~~No house or other structure on any residential lot shall be used for commercial or business purposes. This shall not apply to Model Homes so designated by the DECLARANT.~~ Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood.

B. Proposed amendment to ARTICLE VI, Section 17 of the Declaration, to read as follows:

ARTICLE VI
ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

...

Section 17. Ponds. All ponds owned by the Association which are designed to retain water on a continuous basis shall be restricted for use solely by those Owners whose lots abut such ponds. Only boats which utilize manual or wind propulsion (i.e., canoes, row boats and sailboats) shall be allowed on the ponds. ~~All Lot Owners whose lots abut the ponds shall be responsible for maintenance of the area formed by the extension of their lot lines unto the waters edge.~~ No fences, hedges, walls or any other structures may be erected...

C. Proposed amendment to ARTICLE VIII, Section 4 of the Declaration, to read as follows:

ARTICLE VIII
GENERAL PROVISIONS

...

Section 4. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years. The Covenants, Conditions and Restrictions of this Declaration may be amended by an instrument approved by not less than two-thirds (2/3rds) of the Unit Owners a majority of votes cast by Owners or their proxies, provided that at least one-half (1/2) of all Owners participate in person or by proxy in such vote. Any amendment must be properly recorded, provided further however, that the Declarant must file (i) the amendments referred to in Article II of this Declaration for the purpose of adding additional property to the Property and for submitting such additional property to this Declaration; and (ii) any amendments hereto required by the Federal National Mortgage Association or Veteran's Administration or Federal Home Loan Mortgage Corporation or similar entities, and (iii) any amendment required by any utility, water management district, or any governmental body or regulatory authority with jurisdiction over the Property, by an instrument executed only by DECLARANT. *Such amendment need not be signed or executed in the manner otherwise provided for herein and shall not require the consent of the Members.*

In any event, this Declaration may not be amended without the Declarant's written consent, so long as the Declarant owns any land in Oak Grove.

D. Proposed amendment to ARTICLE VIII, Section 10 of the Declaration, to read as follows:

ARTICLE VIII
GENERAL PROVISIONS

...

Section 10. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by regular mail at the address of the Unit situated upon the Lot, except that any notice of a violation of the terms of this Declaration shall be sent by First Class Mail, Certified Mail or Certified Mail, Return Receipt Requested. Such notices shall be deemed given when deposited in the United States mails. Any Owner may change his mailing address by written notice specifically requesting a change of address to the Declarant at: Orsi Development, Inc./Sunfield Homes, Inc., 3001 Tanglewood Drive, Clearwater, Florida, 34621, and to the official mailing address of the Association at the same address or to any address subsequently designated by Declarant or Association from time to time.