

OFFICIAL RECORDS

COVENANT

THIS COVENANT, made the 27th day of April, 1992, between G. FREDERICK KAISER and SELBY C. KAISER, his wife, whose mailing address is 8482 Papelon Way, Jacksonville, Florida 32217 (the "Land Owners"), and VILLAGES OF SAN JOSE OWNERS ASSOCIATION, INC., a Florida corporation, the mailing address of which is c/o Redding Management, Inc., 1 San Jose Place, Suite 7, Jacksonville, Florida 32257 (the "Association").

WITNESSETH: That, for and in consideration of \$500 paid to the Land Owners by the Association, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants herein, the Land Owners and the Association covenant and agree as follows:

1. The Land Owners are the owners of that certain parcel of land located in Jacksonville, Duval County, Florida, that is more particularly described in the attached Exhibit A (the "Land Owners' Property").

2. The Association owns a parcel of land that is more particularly described in the attached Exhibit B (the "Landscape Island"); the Landscape Island is near the Land Owners' Property.

3. The Association has landscaped the Landscape Island with plants and grasses that require periodic irrigation and desires to keep the plants and grasses properly irrigated.

4. The Land Owners' Property has an existing sprinkler system, which includes sprinkler heads on the Landscape Island (the "Sprinkler System").

5. The Land Owners shall operate the Sprinkler System so that the Landscape Island is properly irrigated. The operation of the Sprinkler System shall include supplying a sufficient quantity of water to the Sprinkler System to irrigate the Landscape Island properly.

6. The Land Owners shall, at their sole cost and expense, maintain those portions of the Sprinkler System that are located on or under the Land Owners' Property in proper working order so that the Sprinkler System will properly irrigate the Landscape Island.

7. The Association shall, at its sole cost and expense, maintain those portions of the Sprinkler System that serve the Landscape Island and that are not located on or under the Land Owners' Property.

8. This Covenant is for the sole purpose of the operation of the Sprinkler System to irrigate the Landscape Island and no other.

Prepared By And After Recording

Please Return To:

WILLIAM L. FINGER
Martin, Ade, Birchfield & Almer, P. A.
Post Office Box 59
Jacksonville, Florida 32201

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9. If either party fails to comply with the terms and provisions of this Covenant, the aggrieved party shall notify the defaulting party in writing and identify said failures. The defaulting party shall have 20 days from receipt of the notice to correct said failures. If the defaulting party fails to correct said failures in the 20-day period, the aggrieved party may, at its option, cure said failures and charge the defaulting party for the reasonable cost to correct said failures. Said cost shall be due within 10 days of demand by the aggrieved party, which may also pursue any and all other remedies, in law or equity, available to the aggrieved party.

10. In connection with any litigation arising out of this Covenant, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

11. This Covenant shall run with the title to the Land Owners' Property and shall bind and inure to the benefit of the Land Owners, their heirs, personal representatives, successors, and assigns, as owners of the Land Owners' Property, and shall bind and inure to the benefit of the Association and its legal representatives, successors, and assigns, as owners of the Landscape Island. The provisions of this Covenant shall be enforceable for a period of 20 years from the date this Covenant is recorded in the public records of Duval County, Florida, after which time this Covenant shall automatically be extended for successive periods of 10 years each unless an instrument terminating this Covenant, executed by the then record owner of the Landscape Island with the formalities from time to time required of a deed, is recorded in said public records within one year before the beginning of the extension period. This Covenant may only be amended by an instrument executed by both the then record owner of the Land Owners' property and the then record owner of the Landscape Island with the formalities from time to time required of a deed. No amendment shall be effective until recorded in the public records of Duval County, Florida.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Down S. O'Neal
Name: DOWN S. ONEAL

Nancy M. Burnett
Name: NANCY M. BURNETT
As to G. Frederick Kaiser

G. Frederick Kaiser
G. Frederick Kaiser

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Carol L. Belcher
Name: Carol L. Belcher

Selby C. Kaiser
Selby G. Kaiser

Edison C. Bartles
Name: Edison C. Bartles
As to Selby C. Kaiser

Robin J. Young
Name: Robin J. Young

VILLAGES OF SAN JOSE OWNERS
ASSOCIATION, INC.

Kristi R. Bennett
Name: Kristi R. Bennett
As to Villages of San Jose
Owners Association, Inc.

By: Kenneth C. Perry
Name: Kenneth C. Perry
President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day
of April, 1992, by G. Frederick Kaiser, who is personally known
to me or produced FLA. DRIVERS LICENSE K260-306-373 as identification
and who did not take an oath.

Nancy M. Burnett
NANCY M. BURNETT (Printed)
Notary Public, State of Florida
My Commission Expires 02/25/95
Commission No. CC096781

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27th day
of April, 1992, by Selby C. Kaiser, who is personally known to
me or produced Drivers License as identification and
who did not take an oath.

Edison C. Bartles
Edison C. Bartles (Printed)
Notary Public, State of Florida
My Commission Expires Feb. 25, 1995
Commission No. CC096781

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STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of April, 1992, by Kenneth C. Perry, the President of Villages of San Jose Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced _____ as identification and did not take an oath.

Robin I. YoungRobin I. Young

(Printed)

Notary Public, State of Florida

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
My commission expires Oct. 29, 1993

Commission No. AA719718

EXHIBIT A

Lot 11, Villages of San Jose Unit One, as recorded in
Flat Book 39, pages 15 - 15C, of the current public
records of Duval County, Florida.

EXHIBIT B

Landscape island situated in the right of way of Papelon Way, west of Lot 11, as shown in the Plat of Villages of San Jose Unit One, as recorded in Plat Book 39, pages 15-15C, of the current public records of Duval County, Florida.

92-0060236
FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

92 MAY 22 PM 4: 25
RECORD VERIFIED
Theresa J. [Signature]
CLERK OF DISTRICT COURT