

## OFFICIAL RECORDS

COVENANT

THIS COVENANT, made the 27<sup>th</sup> 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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## OFFICIAL RECORDS

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. O'NEAL

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

G. Frederick Kaiser  
G. Frederick Kaiser

OFFICIAL RECORDS

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

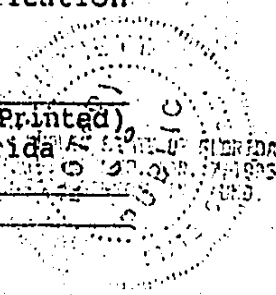
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29<sup>th</sup> 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  
Commission No. CC096781

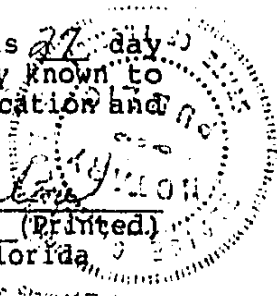


STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27<sup>th</sup> 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  
Commission No. CC096781



OFFICIAL RECORDS

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29<sup>th</sup> 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. Young  
Robin I. Young (Printed)  
Notary Public, State of Florida  
My Commission Expires NOTARY PUBLIC STATE OF FLORIDA  
Commission No. AA719718 My commission expires Oct. 29, 1993

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

**AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
VILLAGES OF SAN JOSE**

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Villages of San Jose ("Covenants"), is made on the day hereinafter set forth by Villages of San Jose Owners Association, Inc., a Florida corporation not-for-profit ("Association").

WITNESSETH:

**WHEREAS**, Association is the homeowners' association for Villages of San Jose pursuant to the Covenants which are recorded in O.R. Book 5763, page 1140 et seq., public records of Duval County, Florida; and

**WHEREAS**, the members of the Association desire to amend the Covenants to clarify the rights and obligations of owners and associations to pay assessments, and the consequences of non-payment.

**WHEREAS**, the Covenants provide that the Association may amend the Covenants on a vote of seventy-five percent (75%) of the members voting in person or by proxy at a regular Association meeting called for that purpose at which there is a quorum present, and

**WHEREAS**, a meeting of the members of the Association was held on January 28, 2008, at which a quorum was present, and more than seventy-five percent

FRED ELEFANT, ESQ.  
Post Office Box 5727  
Jacksonville, FL 32247-5727

PREPARED BY AND RETURN TO:

(75%) of the members voting in person or by proxy approved the following amendments to the Covenants.

**NOW, THEREFORE**, the Association hereby amends the Covenants by adding new paragraphs (c) and (d) to ARTICLE V Covenants for Assessments, Section 1. Creation of the Lien and Personal Obligation for Assessments, as follows:

(c) It is the responsibility of each individual condominium and residential development association located within the Villages of San Jose to collect all assessments levied by the master association board against each owner of a Residential Dwelling Unit and in turn pay said funds to the master association. Owners of a Residential Dwelling Unit not located within a separate residential development association or condominium association will pay all assessments directly to the master association.

(d) If the owner does not pay the assessment when due, the applicable residential development association or condominium association must still pay the entire amount due to the master association when due. Late payments by the homeowners and cost of collection shall be charged to the homeowner and a lien may be placed upon the Residential Dwelling Unit by the applicable residential development association or condominium association in accordance with Florida law even though the applicable residential development association may have paid the master association on behalf of the delinquent owner.



2. The Covenants shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, the undersigned officers of the Association hereby certify that this Amendment has been duly adopted pursuant to the requirement of the Covenants.

VILLAGES OF SAN JOSE OWNERS ASSOCIATION, INC.

ATTEST:

By: Joan Z. Fernandez  
Print Name: JOAN Z. FERNANDEZ  
Title: Secretary

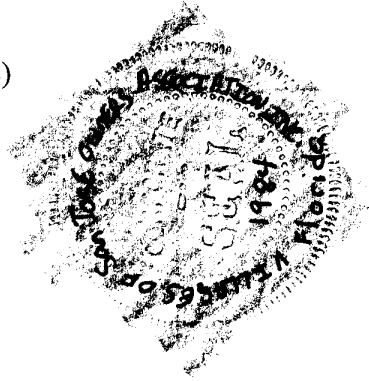
By: Denis M. Plumb  
Print Name: DENIS M. PLUMB  
Title: President

WITNESSES:

(CORPORATE SEAL)

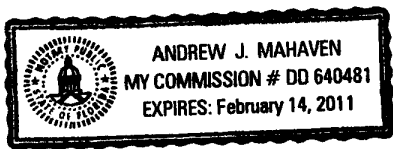
Frank Birchfield  
Print Name: Frank Birchfield

Cynthia Maxwell  
Print Name: Cynthia Maxwell



STATE OF FLORIDA  
COUNTY OF DUVAL

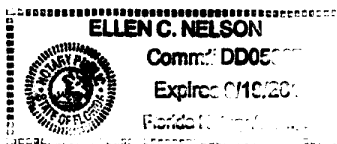
THE FOREGOING INSTRUMENT was acknowledged before me this 27<sup>th</sup> day of MARCH, 2008, by Dennis H. Plumb, as President of VILLAGES OF SAN JOSE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [ ] personally known to me; or [] has produced DRIVER'S LICENSE as identification; and who: [ ] did [ ] did not take an oath.



[Signature]  
Print Name: Andrew Mahaven  
Notary Public, State of Florida at Large  
My commission expires:

STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 8<sup>th</sup> day of April, 2008, by JOAN Z. FERNANDEZ, as Secretary of VILLAGES OF SAN JOSE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [] personally known to me; or [ ] has produced \_\_\_\_\_ as identification; and who: [ ] did [] did not take an oath.



[Signature]  
Print Name: Ellen C. Nelson  
Notary Public, State of Florida at Large  
My commission expires: 9/19/2010

[Signature]  
Villages of San Jose\Amendment to Declaration.doc