

Prepared by:
Charles W. Brown Jr., Esq.
Crabtree Law Group, P.A.
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Building A, Suite 200
Jacksonville, FL 32217

REVIVED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SAN JOSE FOREST – UNIT TWO

THIS REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAN JOSE FOREST – UNIT TWO is made effective by the San Jose Forest II Homeowners Association, Inc. (the “Association”), a Florida not for profit corporation, this 18th day of June, 2020.

RECITALS

- A. The Association’s developer recorded that certain Declaration of Covenants and Restrictions for San Jose Forest – Unit Two which is recorded at Official Records Book 5203, page 1127, *et seq.* of the public records of Duval County, Florida (hereinafter referred to as the “Previous Declaration”);
- B. All of the land encumbered by the Previous Declaration is depicted on the plat for San Jose Forest – Unit Two, recorded at Plat Book 37, page 44 and 44A of the public records of Duval County, Florida;
- C. The covenants, conditions, and restrictions contained in the Previous Declaration expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act;
- D. The organizing committee for the Association consists of the following:

David W. Marshall 6359 Christopher Creek Rd. E. Jacksonville, FL 32217 (904) 737-8924	Charles W. McBurney 6326 Christopher Creek Rd. E. Jacksonville, FL 32217 (904) 737-8924	Thomas Beverly 2886 Dupont Ave. Jacksonville, FL 32217 (904) 737-8924
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- E. The organizing committee for the Association does hereby submit the following Revived Declaration pursuant to 720.403, Florida Statutes, as the “Revived Declaration”;
- F. The Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and the amendments thereto; and,
- G. The voting interests of each parcel owner under this Revived Declaration are the same as the voting interests of the parcel owners under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owners under the Previous Declaration.
- NOW, THEREFORE, the Association hereby revives all terms and provisions of the Previous Declaration as follows:

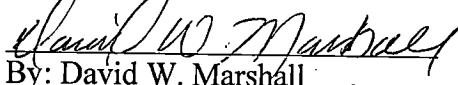
IN WITNESS WHEREOF, the San Jose Forest II Homeowners Association, Inc. has executed this Revived Declaration the date stated above.

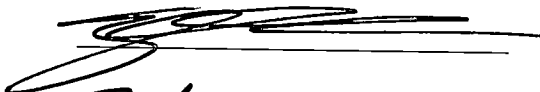
Signed, sealed and
delivered in the
presence of:



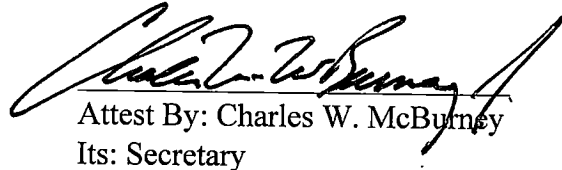
Charles W. Brown, Jr.
Print Name

SAN JOSE FOREST II
HOMEOWNERS ASSOCIATION, Inc.,
a Florida Not for Profit Corporation


By: David W. Marshall
Its: President

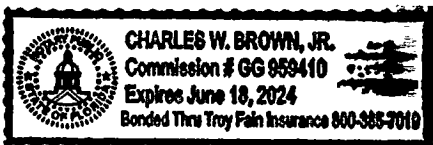


Zachary C. Crabtree
Print Name


Attest By: Charles W. McBurney
Its: Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] by physical presence or [] by online notarization this 18th day of June, 2020 by David W. Marshall, as President for San Jose Forest II Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me and who did take an oath.




(Print Name Charles W. Brown, Jr.)
NOTARY PUBLIC, State of Florida At Large.
Commission No. _____
My Commission Expires: _____

COVENANTS AND RESTRICTIONS

FOR

SAN JOSE FOREST - UNIT TWO

VOL 5203 PG 1127

OFFICIAL RECORDS -

WHEREAS, San Jose Forest, a Florida partnership, is the owner and Montgomery Construction, Inc., is the developer of the property in Jacksonville, Duval County, Florida, more particularly described as SAN JOSE FOREST - UNIT TWO, as same appears in Plat Book 37, pages 44 & 44A of the public records of Jacksonville, Duval County, Florida, and

WHEREAS, the Owner and Developer, in developing the subdivision, are desirous of placing certain covenants and restrictions upon the use of all of the residential land shown on the Plat, consisting of 84 residential lots (excepting Tracts A & B of said San Jose Forest - Unit Two) and are desirous that the covenants and restrictions shall run with the title to said residential land hereby restricted;

NOW THEREFORE, the Owner and Developer, for themselves and their successors and assigns, do hereby restrict the use, as hereinafter provided, of all of the residential land included in the plat of SAN JOSE FOREST - UNIT TWO, consisting of 84 residential lots (excepting Tracts A & B of said San Jose Forest - Unit Two), all of said land being hereinafter sometimes referred to as "the residential land", and the Owner and Developer do hereby place upon the residential land, the following covenants and restrictions, to run with the title to the residential land, and grantee of any deed conveying any of said residential land, as shown on the plat shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions as follows:

(1) SINGLE FAMILY RESIDENCE ONLY: TWO STORIES LIMIT.
No structure shall be erected, altered or permitted to remain on any residential lot shown on the plat other than for use as a single family residence. Without the approval of the Developer, the height of the main residence on each said lot shall be no more than two (2) full stories above the normal surface of the ground. No building situate on any said lot shall be rented or leased separately from the rental or lease of the entire property. Nothing herein contained shall be construed to prevent Developer from using any said lot for a right-of-way for road purposes or easements in which event none of the restrictions herein shall apply.

(2) MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.
The Developer shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any residential lot, if the location of same will, in the sole judgment and opinion of the Developer, obstruct the vision of the motorist upon any of the streets.

(3) MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE.
No principal residence shall be erected or allowed to remain on any residential lot unless the square footage area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 2,000 square feet.

(4) OTHER STRUCTURES. The following buildings, structures and objects may be erected and maintained on the residential lot

vol. 5203 pg. 1128

OFFICIAL RECORDS

only if the same are located wholly within the rear yard of the main dwelling, and at least 25 feet away from any street; pens, yards, and houses for pets, garbage and trash cans, hothouses, children's playhouses, outdoor fireplaces, barbecue pits, swimming pools or installation in connection therewith. Each such building structure, or object shall be walled, fenced or sufficiently landscaped, and with height and designed in such a manner that such objects shall be obstructed from view from the outside of the said lot. No storage sheds, tool and workshops shall be allowed. Air conditioning units may be installed at the side of the residence provided they are at least 7½ feet from side line. Each such unit must be adequately and ornamentally screened. Drying of clothes shall not be permitted outdoors except in areas fully screened from view from outside of said lot.

(5) SETBACK FOR ALL STRUCTURES. No building or any type or kind of permanent structure (except drives and walks) or any part of any of same, shall be erected, placed or allowed in the area of any residential lot lying between the front building restriction line of 20 feet and the streets on which said lot abuts; or nearer than seven and one-half feet to any interior side of said lot. If any residence is erected on more than one residential lot or on a building lot composed of parts of more than one residential lot, then the side lot restriction shall apply only to the extreme side lot line of the two or more residential lots or the building plat occupied by such residence.

(6) WETLAND HABITAT. No property owner may dredge and/or fill any residential lots having wetland habitat below the 5 foot MSL elevation along Christopher Creek and its tributaries unless the requisite state and federal permits for dredge and/or fill activities have first been obtained.

(7) RESUBDIVISION OF RESIDENTIAL LAND. Developer reserves the right to resubdivide or replat lot or lots shown on the residential land on the plat for any purposes whatsoever, including rights-of-way for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy the replatted or resubdivided lot or fractional part or parts thereof, having an area less than the smallest residential lot shown on the plat, and the restrictions herein contained shall apply to each said lot as replatted, or resubdivided, excepting any said lot or lots resubdivided for road purposes or easements.

(8) FENCES. Hedges, fences or walls may not be built or maintained on any portion of any residential lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the main residence; nor closer than 20 feet to a right-of-way line, when the residence is situated on a corner lot. No fences or walls may be built or maintained any closer to the northerly and southerly branches of Christopher Creek than the easement lines adjacent thereto; provided, that no fences or walls may cross Christopher Creek as it might meander outside said easement areas. No fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Developer or its duly appointed representative. No chain link fences shall be allowed.

(9) APPROVAL OF STRUCTURES BY DEVELOPER. For the purpose of further insuring the development of the land as a residential area of the highest quality and standards, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each residential lot in the manner and to the extent set forth herein.

(a) No new residence shall be commenced, placed, erected or allowed to remain on any said lot until building plans for the main

VOL 5203 CC 1129

OFFICIAL RECORDS

building residence and specifications covering name, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on said lot and approximate square footage, construction schedule and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of said lot showing any changes proposed to be made in the elevation or surface contours of the land have been submitted to and approved by the Developer in writing. For the main building residence, the Developer shall have the right to review building plans and specifications to insure compliance with all covenants and restrictions herein provided. In addition the Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of the land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction and of the materials of which it is proposed to erect the same, the quality of the proposed workmanship and materials proposed to be used as the Developer shall specify or require. In the event that the Developer fails to act on any such request within 30 days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such request which violates any of the covenants and restrictions herein contained.

(b) In order that all improvements on each said lot containing an existing residence shall present an attractive and pleasing appearance from all sides of view, no other building, fence, wall, driveway, swimming pool or other object, structure or improvements, regardless of size and purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any said lot, nor shall any additions to or exterior change or alteration thereto be made unless and until building plans and specifications covering same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on said lot and approximate square footage, construction schedule, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved by the Developer in writing. Developer shall act thereon in a reasonable time. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of the land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction and of the materials of which it is proposed to erect the same, the quality of the proposed workmanship and materials proposed to be used as the Developer shall specify or require.

(10) NO GARAGE ENTRANCE TO FACE STREET. NO CARPORTS. All garages shall have a capacity for at least two (2) automobiles. Garages shall be so located that doors and entrances thereto shall not face any street or way on which the building plot abuts; provided, however, that garage doors and entrances may be located on the side of a home placed diagonally on a corner residential lot. L-shaped garages conforming to the foregoing are permitted. No carports shall be built on any lot.

Vol 5203 p 1130

OFFICIAL RECORDS -

(11) NO PARKING OF VEHICLES, BOATS, ETC. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked between the paved road and the residential structures. They may be kept if completely inside a garage attached to the main residence or within the rear yard. Private automobiles of the occupants bearing no commercial signs may be parked in the driveway on the residential building plot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of the occupants may be parked in such driveways, and other vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat shall be kept or parked in the front or side yard of any residential lot. No trailers of any kind nor mobile homes of any kind shall be maintained or kept on any said lot.

(12) WINDOW AIR CONDITIONERS. Unless the prior approval of the Developer has been obtained, no window air conditioning units shall be installed in any side or front of a building which faces a street.

(13) NO OVERHEAD WIRES. All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each residential building plot shall be concealed and located underground so as not to be visible, excepting as herein stated. Electric service is provided by the City of Jacksonville, Florida, through underground primary service lines running to transformers, excepting for Lots 55, 56, 74 through 77, inclusive, and Lot 84, which are served by overhead primary service lines. The Developer has provided underground and overhead conduits to serve each residential lot, extending from the point of the applicable transformer to a point at or near a lot line, and such conduit to each said lot shall be, become, and remain the property of the owner of said lot. Each residential lot owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those in the conduit provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the residence building on said lot and all of the same shall be and remain the property of the owner of each lot. The owner, from time to time, of each said lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence buildings on his lot.

(14) COMPLETION OF COMMENCED CONSTRUCTION AND LANDSCAPING. When the construction of any building is once begun, and landscaping appurtenant thereto, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to completion of construction, the property owner shall install at his expense, a suitable paved driveway from the paved portion of the abutting street to his garage entrance. During the construction on any residential lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage the driveways), shall enter upon such lot from the street only at this location. Such vehicles shall not be parked at any time on the street or upon the property other than the lot on which the construction is proceeding. At completion of the residence and/or upon occupancy of the residence the front, sides, and rear yard shall be fully sodded or landscaped with comparable appointments, to be approved by Developer.

VOL 5203 #1131

OFFICIAL RECORDS

(15) NO PICNIC AREAS PRIOR TO CONSTRUCTION. No picnic areas and no detached outbuilding shall be erected or permitted to remain on any residential lot prior to the start of construction of a permanent residence thereon.

(16) NO SHEDS, SHACKS OR TRAILERS. No shed, shack, trailer, tent or other temporary or moveable building or structure of any kind shall be erected or permitted to remain on any residential lot. However, this paragraph shall not prevent the use of a temporary, construction shed of attractive design during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

(17) RESIDING ONLY IN RESIDENCE. No trailer, basement, garage, or any outbuilding of any kind, even if otherwise permitted hereunder, to be or remain on a residential lot, shall be at any time used as a residence either temporarily or permanently.

(18) SIZE OF SIGNS. No sign of any character shall be displayed or placed upon any residential lot except "FOR RENT" or "FOR SALE" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design specified by the Developer. The Developer may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

(19) COMMERCIAL SIGNS. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings to include construction sheds or trailers, model houses, and other structures that the Developer may deem advisable for development purposes.

(20) AERIALS AND ANTENNAS. No radio or television aerial or antenna nor any other exterior electronic equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a residential lot or on any portion of any residential lot occupied by a building or other structure unless and until the location, size and design thereof have been approved by the Developer.

(21) MAIL BOXES. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any residential lot until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Developer. When the United States mail service, or the newspaper, or newspapers, involved shall make delivery to wall receptacles attached to the residence, each property owner shall replace the boxes or receptacles previously employed for such purpose, or purposes, with wall receptacles attached to the residence.

(22) PETS. Not more than two dogs, two cats, or four birds (excluding parrots) or four rabbits may be kept on a single residential building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the Developer, any of said permitted animals, become dangerous or an annoyance or nuisance in the neighborhood, or to nearby property, or destructive of wild life, they may not thereafter be kept on said lot. Birds and rabbits shall be kept caged at all times.

(23) NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the residential land, nor shall anything be permitted or done

Vol. 5203 N 1132

OFFICIAL RECORDS

thereon which is, or may become, a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, or lands, contiguous thereto, nor shall any unattractive trash or garbage receptacles be allowed. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted to be on any part of the land or road right-of-way.

(24) WELL LIMITATION: WATER SUPPLY. The central water supply system, provided by Southern Utilities Company, Inc., its successors or assigns, for service to the residential land, shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each building plot, and each property owner, at his expense, shall connect his water lines to the water distribution main provided to serve that owner's building lot and shall pay water meter charges established or approved by the appropriate regulatory authority. After such connection, each property owner shall pay when due, the periodic charges or rates for furnishing of water made by the supplier thereof. No individual water supply system, or well, shall be permitted on any building plot except solely to supply water for use on the building plot for air-conditioning, heating and irrigation purposes, swimming pools or other exterior use. Any well permitted shall not be connected or cross-connected to the central water supply system. No wells may be drilled or maintained on any building plot except in the rear yard.

(25) SEWAGE DISPOSAL. Each owner of a residential building plot, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that owner's building plot so as to comply with the requirements of such sewage collection and disposal service, Southern Utilities Company, Inc., its successors or assigns which shall serve all lots but lots 18 to 20, inclusive, which shall be served by septic tanks. After such connection, each property owner shall pay when due, the periodical charges or rates for the furnishing of such sewage collection and disposal service. Except as herein provided, no septic tank or other private sewage disposal unit shall be installed or maintained on any lands and no sewage shall be discharged onto the open ground or into any river, marsh, pond, park, ravine, drainage ditch or canal access way.

(26) PLANTS AND TREES. No owner of a residential building plot shall plant or place any shrubbery, hedges, trees or other plantings on any part of said residential land lying outside the owner's building plot. No living tree having a diameter greater than ten inches, breast high, may be cut on any said land without first obtaining the written consent of the Developer.

(27) DEVELOPER MAY CORRECT VIOLATIONS. Wherever there shall have been built, or there shall exist on any residential building plot, any structure, building, thing, or condition which is in violation of these covenants and restrictions, the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Developer, on demand, and such entry and abatement, correction or removal, shall not be deemed a trespass or make the Developer liable in anyway for any damages on account thereof.

(28) APPROVAL OF DEVELOPER. Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to the Developer. Such request

wa 5203, 1133

OFFICIAL RECORDS

shall be sent to Developer by Certified Mail with return receipt requested. In the event that the Developer fails to act on any such written request within thirty (30) days after the same has been submitted to the Developer, as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

(29) DEVELOPER MAY DESIGNATE A SUBSTITUTE. The Developer shall have the sole and exclusive right at any time, from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to, or reserved by, the Developer, by any part or paragraph of these covenants and restrictions, or under the provision of the plat. If, at any time hereafter, there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to, or reserved by, the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on the plat. Nothing herein contained however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the committee except in the event aforesaid.

(30) AMENDMENTS OR ADDITIONAL RESTRICTIONS. The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instruments hereafter made any additional covenants and restrictions applicable to the land which do not lower the standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

(31) AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS. In addition to the rights of the Developer provided for in paragraph 30, the Developer reserves and shall have the right, with the consent of the persons then owning 75% or more of the platted lots shown on the plat of San Jose Forest - Unit Two, to amend or alter these covenants and restrictions and any parts thereof in any other respects.

(32) ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS. No residential property owner, without the prior written consent and approval of the Developer, may impose any additional covenants and restrictions on any part of the residential land shown on the plat of this subdivision.

(33) PORTION OF PLAT COVERED BY THESE RESTRICTIONS. The covenants and restrictions herein contained shall apply only to the residential land shown on the plat of San Jose Forest - Unit Two (excluding Tracts A & B of said plat) now consisting of 84 residential lots.

(34) RESTRICTIONS EFFECTIVE PERIOD. The covenants and restrictions numbered 1 through 33, as amended and added to from time to time as provided herein unless released as herein provided shall be covenants and restrictions running with the title to the

Vol. 5203 P. 1134

OFFICIAL RECORDS -

land and shall remain in full force and effect until the first day of January, A.D., 2020, and thereafter, covenants and restrictions shall be automatically extended for successive 25 year periods of 25 years each, unless within six months prior to the first day of January, A.D., 2020, or within six months preceding the end of any such successive 25 year period as the case may be, a written agreement executed by the then owners of a majority of the lots shown on the plat shall be placed on record in the office of the Clerk of the Circuit Court of Jacksonville, Duval County, Florida, in which agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this paragraph, these original covenants and restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

(35) LEGAL ACTION ON VIOLATION. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer, or any person, or persons, owning any lot to institute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions for the purpose of preventing, or enjoining, all, or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative, of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation occurring prior to or subsequent thereto. Lot owners found in violation of the restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more, or any part of one shall in no ways impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, the Owner and Developer have caused these Covenants and Restrictions to be executed by their duly authorized partners and corporate officer, respectively, at Jacksonville, Duval County, Florida, this October 7, 1980.

SAN JOSE FOREST, a Florida
Partnership

William E. Scott

Its General Partner

OWNER

MONTGOMERY CONSTRUCTION INC.

BY *Michael R. Montgomery*

Its President

DEVELOPER

Vol. 5203 p. 1135
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of October, 1960, by Mitchell R. Montgomery and William J. Jones, General Partners of San Jose Forest, a Florida Partnership, Owner as referred to in the above and foregoing Covenants and Restrictions.

Messrs. W. J. Jones & M. R. Montgomery
Notary Public, State of Florida
My Commission expires: 12/1/61

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of October, 1960, by Mitchell R. Montgomery, President of Montgomery Construction Inc., Developer as referred to in the above and foregoing Covenants and Restrictions.

Messrs. W. J. Jones & M. R. Montgomery
Notary Public, State of Florida
My Commission expires: 12/1/61

80-7X:04
Oct 16 5 02 PM '60

Owner	Street	Lot
ARNEY GRACE REVOCABLE TRUST	6535 STILLWATER CT	Jacksonville 32217
ATKINSON MARTIN DAVID LIFE ESTATE	6323 CHRISTOPHER CREEK RD E	Jacksonville 32217
BARKER ARMINDIA MOORE	2818 CHRISTOPHER CREEK RD N	Jacksonville 32217
BATES DAVID J	6343 CHRISTOPHER CREEK RD W	Jacksonville 32217
BAYNE EDWARD J and BAYNE CLARE E GRAY	2820 WOOD VALLEY CT	Jacksonville 32217
BEAUCHAMP DAVID A and BLAIR KATHRYN J	2873 CHRISTOPHER CREEK RD N	Jacksonville 32217
BEAUDIN MATTHEW P and BEAUDIN SUSAN R	2844 CHRISTOPHER CREEK RD N	Jacksonville 32217
BECK GARY and BECK VIRGINIA L	2847 WOOD VALLEY CT	Jacksonville 32217
BECKER CHRISTOPHER CRAIG and BECKER COLLEEN R	2919 CHRISTOPHER CREEK RD N	Jacksonville 32217
BEVERLY THOMAS M and BEVERLY KATHERINE L	2886 DUPONT AVE	Jacksonville 32217
BLOOMFIELD STEPHEN J and BLOOMFIELD SERENA LURIE	2749 CHRISTOPHER CREEK RD N	Jacksonville 32217
BONGERS ALLEN W and BONGERS SHERRILL C	2870 DUPONT AVE	Jacksonville 32217
BOSSUOT WILLIAM R II and BOSSUOT VICKIE THOMAS	2946 DUPONT AVE	Jacksonville 32217
BROWN DONALD E and BROWN LYNNE H	2961 CHRISTOPHER CREEK RD N	Jacksonville 32217
BRUNET JAMES P and BRUNET JANNA V	6439 WOOD VALLEY RD	Jacksonville 32217
CALHOUN PATRICIA M	6218 CHRISTOPHER CREEK CT	Jacksonville 32217
CANNON L KINDER III and CANNON BARBARA S	2725 CHRISTOPHER CREEK RD N	Jacksonville 32217
COHEN DAVID C and MONTEMARO NINA	2870 CHRISTOPHER CREEK RD N	Jacksonville 32217
COHEN RONALD S	2828 WOOD VALLEY CT	Jacksonville 32217
CONTARINI ARACELIS S TRUST	6320 WOOD VALLEY RD	Jacksonville 32217
CORDS ROBERT M and CORDS AMY A	6215 CHRISTOPHER CREEK CT	Jacksonville 32217
COX PAUL G and COX JACQUELINE	6426 WOOD VALLEY RD	Jacksonville 32217
DECELLES STUART A and DECELLES BEVERLY	6327 CHRISTOPHER CREEK RD W	Jacksonville 32217
DECKER GARY A and DECKER DIANA G	2931 DUPONT AVE	Jacksonville 32217
DENEEN ANDREA ESPERANZA and WING JONATHAN	6428 CHRISTOPHER CREEK RD W	Jacksonville 32217
		Lot 82; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 4; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 44; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 37; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 58; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 10; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 46; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 63; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 9; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 75; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 21; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 74; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 84; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 6; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 57; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 18; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 23; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 48; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 59; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 69; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 17; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 72; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 39; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 56; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
		Lot 32; San Jose Forest - Unit Two; BK 37; PG 34; Duval County

DESALE DONALD J and DESALE KAREN S	2894	DUPONT AVE	Jacksonville	32217	Lot 76; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
DURHAM ANNIE H	6550	STILLWATER CT	Jacksonville	32217	Lot 80; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
EDDY TAIRA and EDDY BRIAN	2920	DUPONT AVE	Jacksonville	32217	Lot 78; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
EDGECOMBE JOHN S and EDGECOMBE ANN	2916	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 49; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
EHLINGER GRETCHEN S and MAYHEW TROY ALAN	6352	CHRISTOPHER CREEK RD	W Jacksonville	32217	Lot 30; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
FORSTER ROBERT E JR and FORSTER TRACY A	6442	WOOD VALLEY RD	Jacksonville	32217	Lot 73; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
FS RUKAB TRUST	6444	CHRISTOPHER CREEK RD	W Jacksonville	32217	Lot 33; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
HARE PAMELA J	2949	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 7; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
HARTMAN PHILIP W and HARTMAN KAREN L	6350	CHRISTOPHER CREEK RD	E Jacksonville	32217	Lot 53; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
HAYES JOSEPH LEWIS and HAYES PAIGE HENDERSON	6538	STILLWATER CT	Jacksonville	32217	Lot 79; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
HODGES MICHAEL RYAN and HODGES MARIE P	2844	WOOD VALLEY CT	Jacksonville	32217	Lot 61; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
HOLTZ RICHARD S and HOLTZ KATHRYN R	2833	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 13; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
INCLAN CLEMENTE J and INCLAN NATALIE B	2839	WOOD VALLEY CT	Jacksonville	32217	Lot 64; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
INMAN WILLIAM O and INMAN KRISTEN R	2859	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 11; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
ITALIA WILLIAM MICHAEL and ITALIA SHANNON	2831	WOOD VALLEY CT	Jacksonville	32217	Lot 65; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
JAMES S MCKEE REVOCABLE TRUST	6338	CHRISTOPHER CREEK RD	W Jacksonville	32217	Lot 28; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
JANET A BETCHKAL LIVING TRUST	6335	CHRISTOPHER CREEK RD	W Jacksonville	32217	Lot 38; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
JOHNSON ROBERT R	6351	CHRISTOPHER CREEK RD	W Jacksonville	32217	Lot 36; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
KELLY JOHN J LIFE ESTATE	2806	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 43; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
KIM JACOB and KIM KILLY JUNG	6228	CHRISTOPHER CREEK CT	Jacksonville	32217	Lot 19; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
KNUTSON TODD and CAROLE	6322	CHRISTOPHER CREEK RD	W Jacksonville	32217	Lot 26; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
LAKEWOOD UNITED METHODIST CHURCH	2856	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 47; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
LEACHMAN TERRY L and LEACHMAN MARILYN C	2754	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 42; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
LOMBARDO SALVATORE and FLOARES MARIA	6309	CHRISTOPHER CREEK RD	E Jacksonville	32217	Lot 5; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
LUECK SEAN ARTHUR and FEAGINS KAREN MARIE	2809	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 15; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
MAGEE J SAMPLE and MAGEE SUZANNE	6360	CHRISTOPHER CREEK RD	W Jacksonville	32217	Lot 31; San Jose Forest - Unit Two; BK 37; PG 34; Duval County

MARSHALL DAVID W and MARSHALL RICKI S	6359	CHRISTOPHER CREEK RD	E	Jacksonville	32217	Lot 1; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
MATHIS KENT O and MATHIS MERRY L	6347	CHRISTOPHER CREEK RD	E	Jacksonville	32217	Lot 2; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
MAVIS KELSON C and MAVIS MARIE E	6338	CHRISTOPHER CREEK RD	E	Jacksonville	32217	Lot 52; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
MCBURNIE CHARLES W JR and MCBURNIE DEBORAH H	6326	CHRISTOPHER CREEK RD	E	Jacksonville	32217	Lot 51; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
MIKSON GEOFFREY	2938	DUPONT AVE		Jacksonville	32217	Lot 83; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
MONROE VAN S and MONROE JANE H	2707	CHRISTOPHER CREEK RD	N	Jacksonville	32217	Lot 25; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
MONTOUR GARY M and MONTOUR RITA L	6312	CHRISTOPHER CREEK RD	E	Jacksonville	32217	Lot 50; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
MURPHY PATRICK F	2939	DUPONT AVE		Jacksonville	32217	Lot 55; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
NEARON CLAUDE C and NEARON ELAINE	6547	STILLWATER CT		Jacksonville	32217	Lot 81; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
NELSON JAMES H and PATRICIA H	6330	CHRISTOPHER CREEK RD	W	Jacksonville	32217	Lot 27; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
OBRIEN KATHERINE G	6346	CHRISTOPHER CREEK RD	W	Jacksonville	32217	Lot 29; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
OETJEN JOHN H	6449	CHRISTOPHER CREEK RD	W	Jacksonville	32217	Lot 34; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
PATSY RICHARD G	2852	WOOD VALLEY CT		Jacksonville	32217	Lot 62; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
PLAUCHE STEPHEN and PLAUCHE NINGSIH	6362	CHRISTOPHER CREEK RD	E	Jacksonville	32217	Lot 54; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
POWERS MARK R and POWERS ADRIENNE E	2937	CHRISTOPHER CREEK RD	N	Jacksonville	32217	Lot 8; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
RICKE JEFF J and RICKE BARBARA E	2737	CHRISTOPHER CREEK RD	N	Jacksonville	32217	Lot 22; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
ROBERTS REVOCABLE TRUST	2914	DUPONT AVE		Jacksonville	32217	Lot 77; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
ROGOZINSKI JOSHUA and ROGOZINSKI JODI	6336	WOOD VALLEY RD		Jacksonville	32217	Lot 70; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
SETSER SCOTT N	6225	CHRISTOPHER CREEK CT		Jacksonville	32217	Lot 16; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
SHIELDS GARY M and SHIELDS KATHY J	2847	CHRISTOPHER CREEK RD	N	Jacksonville	32217	Lot 12; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
SLOTKIN STEVEN and SLOTKIN ELISABETH	2836	WOOD VALLEY CT		Jacksonville	32217	Lot 60; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
SOLOMON KRISTIN M	6433	CHRISTOPHER CREEK RD	W	Jacksonville	32217	Lot 35; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
SPINELLI JENNIFER E and [REDACTED]						
TIPPETT DANNY LYNN and TIPPETT JESSICA R	2830	CHRISTOPHER CREEK RD	N	Jacksonville	32217	Lot 45; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
UITTI AARON LEOPOLD and UITTI PENELOPE WERTZ	6335	CHRISTOPHER CREEK RD	E	Jacksonville	32217	Lot 3; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
VERMUT RICHARD S and VERMUT CINDY A	6236	CHRISTOPHER CREEK CT		Jacksonville	32217	Lot 20; San Jose Forest - Unit Two; BK 37; PG 34; Duval County

VICKERS NANCY L	6333	WOOD VALLEY RD	Jacksonville	32217	Lot 67; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
VIVIAN PENG REVOCABLE LIVING TRUST	6350	WOOD VALLEY RD	Jacksonville	32217	Lot 71; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
WALKER RICHARD D and WALKER TRACI N	2821	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 14; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
WEEDON JOHN KOTHMAN and WEEDON BROOKE STEGALL	6317	WOOD VALLEY RD	Jacksonville	32217	Lot 68; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
WISE DAVID K JR and WISE ALLISON	2738	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 41; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
WOODS TONI W and WOODS MARK A	2717	CHRISTOPHER CREEK RD	N Jacksonville	32217	Lot 24; San Jose Forest - Unit Two; BK 37; PG 34; Duval County
WOODS WILLIAM R and WOODS JANIE	6319	CHRISTOPHER CREEK RD	W Jacksonville	32217	Lot 40; San Jose Forest - Unit Two; BK 37; PG 34; Duval County

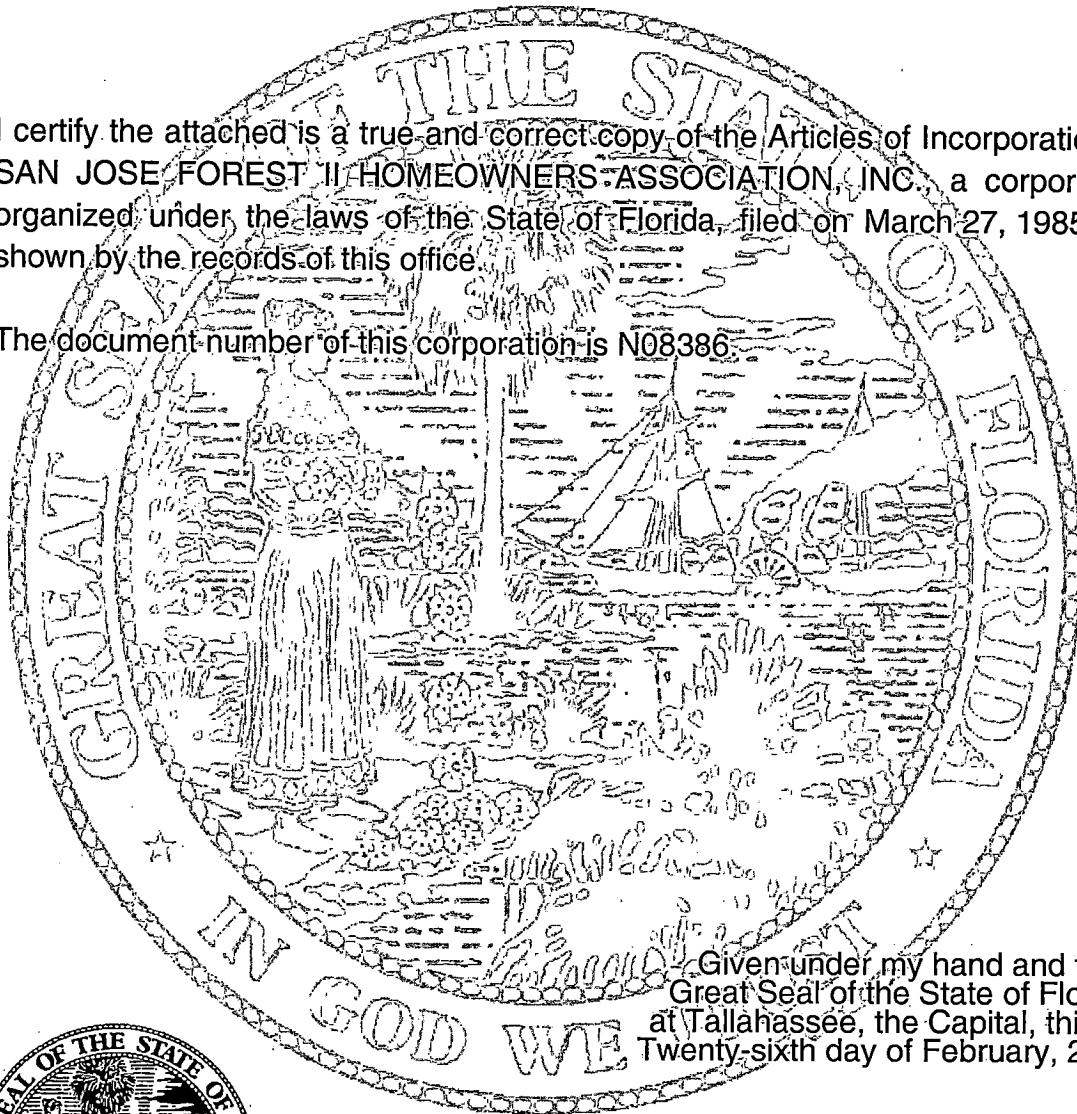
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SAN JOSE FOREST II HOMEOWNERS ASSOCIATION, INC. a corporation organized under the laws of the State of Florida, filed on March 27, 1985, as shown by the records of this office.

The document number of this corporation is N08386.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of February, 2019



Laurel M. Lee

Laurel M. Lee

Secretary of State

ARTICLES OF INCORPORATION
OF
SAN JOSE FOREST II HOMEOWNERS ASSOCIATION INC.
(A Corporation Not for Profit)

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Jacksonville, Duval County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

ARTICLE I

Name

The name of the corporation is SAN JOSE FOREST II HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

Initial Registered Office and Agent

The initial registered office of the Association is 2525 Independent Square, Jacksonville, Florida 32202. The initial registered agent of the Association is L. Kinder Cannon III, whose address is 2525 Independent Square, Jacksonville, Florida. The initial principal business office of the Association is 6218 Christopher Creek Court (which is the residence of the Association's initial president),

Jacksonville, Florida 32217, and the office of the Association may thereafter be at such place as the Board of Directors ("Board") may designate from time to time.

ARTICLE III

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profits to the members ("Members") thereof. The specific purposes for which it is formed are:

(a) To provide for maintenance and preservation of certain common facilities and architectural control of the residential lots within that tract of property in Jacksonville, Duval County, Florida, more particularly described in Exhibit A attached hereto ("Property");

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as transferee and assignee of the Developer pursuant to paragraph (29) of the Covenants and Restrictions for San Jose Forest - Unit Two, as recorded in Official Records Volume 5203, page 1127 of the public records of Duval County, Florida (the "Covenants and Restrictions"), said Covenants and Restrictions being incorporated herein as if set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles;

(c) To fix, levy and collect all charges or assessments pursuant to the Bylaws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property of the Association;

(d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) To have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;

(f) To maintain, repair, replace and operate the common facilities;

(g) To purchase insurance upon the common facilities and insurance for the protection of the Association and its Members;

(h) To reconstruct common facilities after casualty and further improve the common facilities;

(i) To make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the common facilities;

(j) To employ personnel to perform the services required for the proper operation and upkeep of the common facilities and the operation of the Association.

ARTICLE IV

Qualification of Members

Every person or entity who is record owner of a fee or undivided fee interest in any Lot which is subject to the Covenants and Restrictions, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Covenants and Restrictions.

ARTICLE V

Voting Rights

The Association shall have one class of voting membership: Members shall all be Lot owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as such

co-owners, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any Lot. Only members in good standing (i.e., those who are not delinquent in the payment of charges and assessments levied by the Association in accordance with the Bylaws as of the date on which the Vote is taken) are entitled to vote on matters submitted for vote by the membership.

ARTICLE VI

Board of Directors

The affairs of this Association shall be managed by a Board of not less than three (3) Directors, who must be Members. The names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

<u>Name</u>	<u>Address</u>
	(Each in Jacksonville, FL 32217)
Steve Burrell	2946 Dupont Avenue,
L. Kinder Cannon III	2725 Christopher Creek Road North,
M. D. Clausner	6535 Stillwater Court
Diana G. Decker	2931 Dupont Avenue,
Lucian K. DeNicola	6218 Christopher Creek Court
Max E. Durham	6550 Stillwater Court
John Gregg	6335 Christopher Creek Road East
Geneva Henderson	6309 Christopher Creek Road East
David Marshall	6359 Christopher Creek Road East
Shari Naman	2870 Christopher Creek Road North
Peggy Rector	2894 Dupont Avenue

Directors shall be elected in accordance with the Bylaws at each Annual Meeting of Members of the Association.

ARTICLE VII

Officers

The Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board at its first meeting following the Annual Meeting of Members and shall serve at the pleasure of the Board. The names and Addresses of the Officers who shall serve until their successors are designated by the Board are, as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u> (each in Jax, FL 32217)
President	Lucian K. DeNicola	6218 Christopher Creek Court
Vice President	M. D. Clausner	6535 Stillwater Court
Secretary	Shari Naman	2870 Christopher Creek Rd N
Treasurer	Steve Burrell	2946 Dupont Avenue

ARTICLE VIII

Bylaws

The initial bylaws of this corporation shall be adopted by the directors. Bylaws shall be adopted, altered, amended or repealed from time to time by either the shareholders or the board of directors, but the board of directors shall not alter, amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that such bylaw is not subject to amendment or repeal by the directors.

ARTICLE IXIndemnification

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by, or imposed upon him or her, in connection with the proceeding or settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer of the Association at the time such expenses are incurred, but the provisions of this Article shall not apply if a Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that, in the event of a settlement, the indemnification provided herein shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XDissolution

The Association may be dissolved in the manner provided by

the laws of Florida. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

Term

The term of this Association shall be perpetual.

ARTICLE XII

Amendments

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered;

(b) A resolution for the adoption of the proposed amendment may be proposed by either the Board or the Members. Directors and Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided that such approval is delivered to the

Secretary of the Association at or prior to the meeting. Except as elsewhere provided, amendments to these Articles shall require the assent of a majority of the entire membership of the Association and a majority of the members of the entire Board.

(c) A copy of each amendment shall be filed with the Secretary of State of Florida.

ARTICLE XIV

Subscriber

The name and residence address of the subscriber to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Residence Address</u>
L. Kinder Cannon III	2725 Christopher Creek Road North Jacksonville, FL 32217

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 22 day of March, 1985.


L. Kinder Cannon III

STATE OF FLORIDA)

COUNTY OF DUVAL) SS.

BEFORE ME, the undersigned authority, personally appeared L. Kinder Cannon III, to me known to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same for the purposes expressed therein.

WITNESS my hand and seal, this 22 day of March, 1985, at Jacksonville, said County and State.

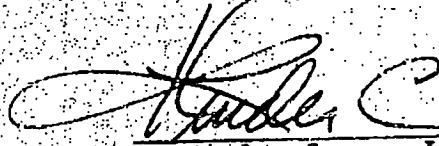
Margaret L. Harris
Notary Public State of Florida
My Commission Expires: May 4, 1987

**CERTIFICATE OF DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

SAN JOSE FOREST II HOMEOWNERS ASSOCIATION, INC. DESIRING
TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA
WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF JACKSONVILLE,
COUNTY OF DUVAL, FLORIDA, HAS NAMED L. KINDER CANNON III,
LOCATED AT 2525 INDEPENDENT SQUARE, JACKSONVILLE, FLORIDA
32202, DUVAL COUNTY, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS
WITHIN FLORIDA.

SAN JOSE FOREST II HOMEOWNERS
ASSOCIATION, INC.

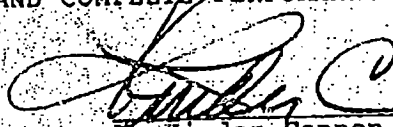


L. Kinder Cannon III, Subscriber

Dated: March 22, 1985

FILED
MAR 21 1985
STATE
CLERK
DUVAL
COUNTY
JACKSONVILLE
FLORIDA

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS
CERTIFICATE, 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.



L. Kinder Cannon III
Registered Agent

Dated: March 22, 1985

BYLAWS OF
SAN JOSE FOREST II HOMEOWNERS ASSOCIATION, INC.
A Corporation Not for Profit
Under the Laws of the State of Florida

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants for SAN JOSE FOREST – UNIT TWO, recorded at Official Records Book 5203, Page 1127, of the public records of Duval County, Florida, (the "Declaration"), and in the Articles of Incorporation of the Association filed with the Secretary of State for the State of Florida, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the San Jose Forest II Homeowners Association, Inc. ("Association") shall be at 6359 Christopher Creek Road E., Jacksonville, FL 32217, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property. A Member's voting interest may be suspended pursuant to the process set forth in Chapter 720, Florida Statutes, as may be amended from time to time.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of at least three (3) Directors and up to seven (7) Directors. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the remaining members of the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term

of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. A qualified member desiring to be elected to the Board of Directors may be nominated from the floor at the annual meeting of the members and may give notice of their intent to be a candidate for any vacancy on the Board of Directors by providing written notice at least thirty (30) days prior to the date fixed for the annual meeting. The written notice provided to the Board of Directors in advance of the election may include a one (1) page informational sheet to be included with the mailing of any subsequent notice of the annual meeting of the members.

B. All elections to the Board shall be made on written ballots to be voted at the annual meeting, and in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies on the Board of Directors to be filled by the vote of the Members, and, (ii) set forth the names of those qualified candidates desiring to fill such vacancy. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

C. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present. If the election is not held due to the lack of quorum at the meeting of the Members, the terms of the Board of Directors shall automatically renew for their full terms set forth in the Articles of Incorporation.

D. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date fixed for the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient, subject to the restrictions set forth in Article XIV of the Articles of Incorporation. Notwithstanding Article XIV of these Bylaws, the requirement that the restrictions set forth in Article XIV of the Articles of Incorporation shall be complied with may not be amended or removed without the affirmative vote of at least two-thirds (2/3) of the voting interests of the Association.

3. To establish, levy and assess, and collect the periodic and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations, subject to the restrictions set forth in Article XIV of the Articles of Incorporation. Notwithstanding Article XIV of these Bylaws, the requirement that the restrictions set forth in Article XIV of the Articles of Incorporation shall be complied with may not be amended or removed without the affirmative vote of at least two-thirds (2/3) of the voting interests of the Association.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

9. To exercise all general powers of a not-for-profit corporation pursuant to Section 617.0302, Florida Statutes, as may be amended from time to time.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of periodic assessments against each Member for each periodic assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member;

(iii) To send written notice of each assessment to every Member subject thereto; and

(iv) To prepare a Budget prior to the date of the Annual meeting of the members.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary, and Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. All Officers must be members of the Board.

B. The Officers of the Association shall be elected by the Board at an organization meeting of the Board, which shall be held immediately following the annual meeting of the Members, or at such other time as determined by the Board of Directors. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, set the Agenda of the

meeting of the Board of Directors, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

K. The Officers and Directors of the Association as of the 2019 Fiscal year shall be as follows:

David Marshall 6369 Christopher Creek Rd. E. Jacksonville, FL 32217	President
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Charles McBurney 6326 Christopher Creek Rd. E. Jacksonville, FL 32217	Vice President
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John Oetjen 6449 Christopher Creek Rd. W. Jacksonville, FL 32217	Treasurer
--	-----------

Diane Cohen
2828 Wood valley Court
Jacksonville, FL 32217

Secretary

Patrick Murphy
2939 duPont Ave
Jacksonville, FL 32217

Director At-Large

Thomas Beverly
2886 duPont Ave
Jacksonville, FL 32217

Director At-Large

IX. COMMITTEES.

A. The standing committees of the Association shall be the Rules Enforcement Committee and the Architectural Review Board. The Rules Enforcement Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board unless otherwise prohibited by Florida Law or as set forth herein. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct. A majority of the members of a committee shall constitute quorum thereof to perform any function of the committee, and committees shall prepare minutes for each meeting. Each meeting of a committee shall be open for all Owners to attend.

C. The Rules Enforcement Committee shall be comprised of either three (3) or five (5) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated. All members of the Rule Enforcement Committee must be members of the Association and must primarily reside at a residence within the Property.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member in accordance with Chapter 720, Florida Statutes, as may be amended from time to time. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held in June of each year, or at such other date and location as the Board may designate.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to their address appearing on the books of the Association. Each Member shall be responsible for registering their address and telephone number with the Secretary and notice of the meeting shall be mailed to them at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting of the Members, regular or special, shall be mailed at least seven (7) days in advance of the meeting of the Members and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting of the Members shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person or by proxy at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association may have a seal in circular form having within its circumference the words: San Jose Forest II Homeowners Association, Inc., not for profit, for the current year.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by approval of not less than two-thirds of all Members of the Association. Amendments shall be effective on the date of passage by the members and shall be recorded in the public records of Duval County, Florida.

XV. INCONSISTENCIES.

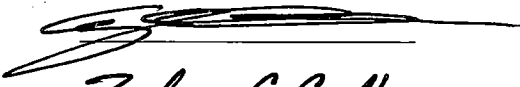
In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

IN WITNESS WHEREOF, the Association has caused this instrument to be adopted and affirmed this 18th day of Jan 2020.

Signed, sealed and delivered in
the presence of:

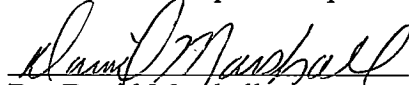


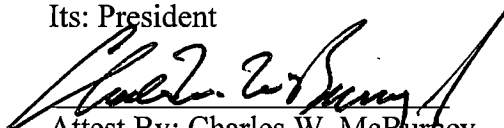
Charles W. Brown, Jr.
Print Name



Zachary C. Crabtree
Print Name

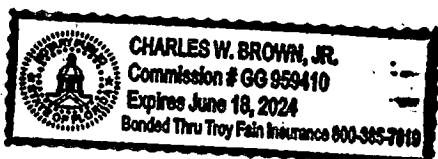
**SAN JOSE FOREST II
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not for profit corporation

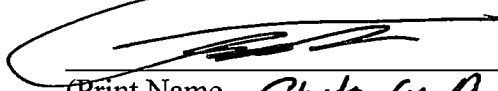

By: David Marshall
Its: President


Attest By: Charles W. McBurney
Its: Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] by physical presence or [] by online notarization this 18th day of Jan, 2020 by David W. Marshall, as President for San Jose Forest II Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me and who did take an oath.




(Print Name Charles W. Brown, Jr.)
NOTARY PUBLIC, State of Florida At Large.
Commission No. _____
My Commission Expires: _____

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

May 1, 2020

Charles W. Brown, Jr., Esq.
Crabtree Law Group, P.A.
8777 San Jose Boulevard
Building A, Suite 200
Jacksonville, Florida 32217

**Re: San Jose Forest II Homeowners Association, Inc., Approval;
Determination Number: 20086**

Dear Mr. Brown:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the San Jose Forest II Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Charles W. Brown, Jr., Esq.

May 1, 2020

Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.