

**DECLARATION OF
COVENANTS AND RESTRICTIONS FOR LAKESIDE LOTS
WITHIN THE REPLAT OF SAN JOSE**

STATE OF FLORIDA

COUNTY OF DUVAL

Know all men by these presents that the undersigned owners of certain lands lying within the Replat of San Jose, County of Duval, State of Florida, hereby subject their lands to these Covenants and Restrictions as follows:

WHEREAS, the undersigned are owners of certain lands which front Lake San Jose (the Lake), said lands being part of Block 14, Replat of San Jose, Plat Book 25, Page 98, et seq. (the "Lakeside Lots") and

WHEREAS, the now expired Covenants and Restrictions (as amended) dated January 19, 1955 and recorded in Deed Book 1718, Page 584, et seq., of the public records of Duval County, Florida made little reference to the Lake and did not provide any means to maintain the natural health and beauty of the Lake: and

WHEREAS, the San Jose Lake Civic Association, Inc. was formed on February 11, 1985; the purpose of the company is to make enjoyable living for Lakeside residents, maintain the natural condition of the lake, promote social activities for lake front residents, formulate reasonable rules regarding use of the Lake and collect and manage appropriate capital to fulfill such purposes; and

WHEREAS, it is the intent of the parties hereto that these Covenants and Restrictions shall never include more than the following described real property:

Lots 1 thru 88, EXCEPT Lots 55,56,61 and 62 in Replat of San Jose Subdivision, a Subdivision, Plat of said subdivision recorded in Plat Book 25 Pages 98, 98A 98B and 98C, of the current public records of Duval County, Florida.

NOW THEREFORE, these Covenants and restrictions for Lakeside Lots within the Replat of San Jose ("Declaration") shall operate so that all of the properties encumbered hereunder shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property described herein and be binding upon all parties having any right title or interest in said property or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each Owner thereof.

ARTICLE 1 – DEFINITIONS

Section 1. **“Association”** shall mean and refer to the San Jose Lake Civic Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. **“Lake”** shall mean and refer to the areas of real property and water (including any improvements, fixtures or tangible personal property relating thereto) for the common use and enjoyment of owners of Lakeside lots and their respective riparian rights, interests and title which includes but is not limited to:

Lake San Jose and all connecting drainage or utility easements as shown on the Replat of San Jose, according to plat thereof as recorded in Plat Book 25, Pages 98, 98A 98B and 98C of the current public records of Duval County, Florida. (specifically including the island within the Lake)

Section 3. **“Board”** shall mean and refer to the Board of Directors of the San Jose Lake Civic Association Inc. a Florida not-for-profit corporation.

Section 4. **“Owner”** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lakeside Lot excluding those having such interest merely as security for the performance of an obligation. Notwithstanding any applicable theory of a mortgage on the Lakeside Lot, “owner” shall not mean or refer to the mortgagee, unless such mortgagee has acquired title pursuant to the foreclosure or any proceeding in lieu of foreclosure.

Section 5. **“Member”** shall mean and refer to all those persons entitled to membership as provided in Article III, Section 1 hereof.

Section 6. **“Plat”** shall mean and refer to the Replat of San Jose, recorded at Plat Book 25, Pages 98, 98A 98B and 98C, of the public records of Duval County, Florida.

ARTICLE II – GENERAL PROVISIONS

Section 1. “Duration.” The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of land be enforceable by the Association, or the Owners, the respective legal representatives, heirs, successors, and assigns for a period of twenty five years, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless amended by the affirmative vote of two-thirds of the voting interests of the Association; provided, however, that an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Lakeside Lot or increase the proportion or percentage by which a parcel shares in the common expenses of the Association unless the record owner of the Lakeside Lot and all record owners of liens on the affected Lakeside Lots join in the execution of the amendment. This Declaration shall be effective upon recordation of an Owners joinder in the public records of Duval County, Florida.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Amended Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or persons to whom notice is being sent appearing on the Association’s Official Records.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Applicable Law. These covenants shall be enforced in conjunction with the Chapter 720 of the Florida Statutes, as amended from time to time, the provisions of which shall be *liberally construed and deemed to supplement the provisions contained in this Amended Declaration*. Further, the Association shall operate pursuant to Chapters 720 and 617 of the Florida Statutes, as amended from time to time, its Articles of Incorporation and Bylaws.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership. The Association shall consist of all Owners of Lakeside Lots. Any such person or entity who holds an interest merely 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 Lakeside Lot.

Section 2. Voting Rights. Members shall be entitled to one vote for each Lakeside Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lakeside Lot, all such persons shall be Members, and the vote for such Lakeside Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lakeside Lot.

Section 3. Directors. The association shall be operated by a board of no less than three (3) directors elected by the Members in accordance with its Articles of Incorporation, Bylaws and applicable law.

ARTICLE IV – ENFORCEMENT OF COVENANTS

Section 1. Enforcement. The covenants and restrictions contained in the Amended and Declaration may be enforced by any Owner or the Association in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction.

Section 2. Attorney's Fees. In the event of any litigation to this Amended Declaration, the articles of incorporation, bylaws or rules of the association, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, reasonable attorneys' fees and costs at all trial and appellate levels and post-judgment proceedings.

ARTICLE V – PROPERTY RIGHTS IN THE LAKE

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 2, every Member shall have a right and easement of enjoyment in and to the Lake and such easement shall be appurtenant to and shall pass with title to every Lakeside Lot.

Section 2. Extent of Members Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to enact rules and regulations governing the Lake and to (a) suspend, for a reasonable period of time, the rights of a Member or a Member's guests, tenants or invitees or both, to use the Lake and (b) levy reasonable fines, not to exceed \$100 per violation, against any member or member's tenant, guest or invitee pursuant to the requirements of Chapter 720, Florida Statutes, as amended from time to time, for failure to comply with this Amended Declaration and the Association's Articles of Incorporation, Bylaws and Rules.

ARTICLE VI – PRESERVATION OF THE LAKE AND UTILITY AND DRAINAGE EASEMENTS

Section 1. Intent and Purpose. It shall be the express intent and purpose of these covenants and restrictions to protect, maintain and enhance the Lake and related easements.

Section 2. Topography. The general topography of the landscape, lake frontage, and canals shall be continued in their present conditions, subject only to exceptions noted herein.

Section 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of draining channels in the easements. The easements area of each Lakeside Lot and all improvements in it shall be maintained continuously by the Owner of the Lakeside Lot, except for those improvements for which a public authority or utility company is responsible.

Section 4. Maintenance. The Association shall have the responsibility to maintain such areas as required by Jacksonville Municipal Ordinances, the Jacksonville Environmental Protection Board and the Florida Department of Environmental Protection. Where the Association is permitted by these covenants to protect, repair, clean, preserve, clear out or take any action on property encumbered herein, the Association is hereby granted an easement for ingress, egress and maintenance activities and entering such property (including any Lakeside Lot) shall not be deemed a breach of these covenants or trespass.

ARTICLE VII – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lakeside Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) an annual assessment and (b) any special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, administrative lake fees, costs and reasonable legal fees, shall be a charge on the Lakeside Lot and shall be continuing lien upon the Lakeside Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees shall also be the personal obligation of the Owner of such Lakeside Lot at the time the assessment becomes due which shall not be extinguished by any sale, transfer or mortgage foreclosure.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisitions, improvements, construction, management, care and maintenance of the Lake and any property owned by the Association or in which it has an interest and to carry out all powers of the Association. The Association may fund in a reserve account such sums as it determines in its discretion are necessary and adequate to make periodic repairs and capital improvements to any Common Areas.

Section 3. Annual Assessments. For fiscal year 2012-2013, the maximum annual assessment is Fifty and No/100 Dollars (\$50.00) per Lakeside Lot payable yearly in advance.

- a) From and after June 1, 2013, the Board of Directors may fix the maximum assessment for any year at a lesser amount or increase it by no more than Ten and No/100 Dollars (\$10.00) over the prior year's assessment without a vote of majority the Members voting, in person or by proxy, at meeting of the Members at which a quorum has been obtained.
- b) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes, if any, and nothing herein shall ever prohibit the Board of Directors from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lakeside Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction or reconstruction, unexpected repair, improvement, management, care of maintenance upon the Lake, including fixtures and personal property related thereto, or other costs related to the operation of the Association including, but not limited to, professional fees and costs and attorney's fees and costs, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the Members voting, in person or by proxy, at meeting of the Members called for this purpose at which a quorum has been obtained. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner at least thirty (30) days in advance.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent by United States Mail, returned postage prepaid, to all Owners of record. Notice of a meeting shall be sent to the Owners not less than fifteen (15) days, or more than thirty (30) days in advance of such meeting. At the first such meeting called, 60% of the voting interests (in person or by proxy) shall constitute a quorum. If the required quorum is not present, 30% of the voting interests (in person or by proxy) shall constitute a quorum at a subsequent meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of commencement of annual assessment; Due Dates. The annual assessment provided for herein shall become wholly due in advance and payable the first day of June of each year.

Section 7. Changes in assessment dates and amounts. The Board may change the date of commencement and amount of the assessment against each Lakeside Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of the assessment shall then be sent to every Owner. The Association shall upon demand at any time furnish to the Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Personal obligations of the Owners; Remedies of the Association. Any annual or special assessment not paid when due bear interest from the due date until paid at the highest rate allowed by law (currently 18%) per year. The Association may also charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of the amount of each installment that is paid past the due date. The assessment also shall be a continuing lien on the Lakeside Lot against which the assessment is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration.

This lien in favor of the Association will secure the assessment that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. A claim of lien may be recorded by the Association in accordance with Chapter 720 of the Florida Statutes as amended from time to time.

ARTICLE VIII – RESTRICTIONS AND COVENANTS

The following restrictions will be observed and adhered to by all owners. However the Board of Directors is hereby vested with the authority to grant in writing waivers and variances from any of the following restrictions, utilizing the same standards of review, where it is demonstrated by the person requesting the waiver that the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lakeside Lot upon which same is located. Neither the Board of Directors, nor any of its members shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

Section 1. Lakeside Lots.

- (a) **Waterfront Structures and Alterations.** Lake San Jose and interconnecting easements are intended for the use and enjoyment of all Lakeside Lot residents and homeowners. The erection of structures or alterations of the landscape upon or over the waters, along the shoreline or within twenty (20) feet of the water's edge is prohibited unless such structures and alterations are specifically approved in writing by The Board of Directors.
- (b) **Permitted Bulkheads.** The owners of Lakeside Lots abutting on Lake San Jose may construct a bulkhead along the abutting shoreline upon approval by the Board of Directors of its side, design, type of construction and location.
- (c) **Bulkhead Maintenance.** Maintenance of all bulkheads shall be at the expense of the abutting Lakeside Lot Owner. If the abutting Owner shall fail or refuse to maintain said bulkhead, the Association may, after thirty (30) days written notice to the Owner, undertake such maintenance itself. The charges for such maintenance shall be a lien on the property of the Owner and shall be enforceable as are assessment liens.

Section 2. Boating. Sailboats, canoes, rowboats and small boats powered by electric motors (of 3 horsepower or less) are permitted on the Lakes. No combustion engine boats shall be permitted except for Lake maintenance.

Section 3. Irrigation. Use of the waters from the Lake for irrigation purposes shall be permitted. Provided, however, that an Owner shall not use the waters for irrigation during any drought or dry season or when conditions are such that the lake is below normal water-level.

Section 4. Swimming. Any owner of a Lakeside Lot abutting the Lake who swims or permits others to swim from such Lakeside Lot shall do so at his own risk. San Jose Lake Civic Association, Inc. assumes no responsibility for the purity of the water in the lake or the lack thereof. No fires are permitted on the lake.

Section 5. Dumping in the Lake. There shall be no dumping of anything in the Lake. This includes garbage, lawn clippings, tree limbs or other vegetation, trash or other debris. Additionally, no chemical, petroleum product or any other pollutant shall be dumped.

Section 6. Island. No structures should be constructed on the island. No fires or fireworks shall be permitted on the island.

Section 7. Permitted Lake Access. Each Owner is liable and responsible for anyone accessing the lake through Owner's property. No visitors are permitted on the Lake without permission from Owner.

Section 8. Variances. Should any of these covenants impose a particularly unfair, unjust, or substantial hardship on any Owner or lessor, he may petition the Association in writing to seek a variance of the covenant requirements. The Board shall have the authority to issue such variance. At any time two-thirds (2/3) of the Owners of record of the property under the jurisdiction of the Association made by written instrument duly recorded in the public records of Duval County, Florida, modify or waive the requirements contained in these Restrictions.

Section 9. Invalidation. The invalidation of any of these covenants or restrictions or portions thereof by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

Acknowledgement page of the

DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKESIDE LOTS WITHIN
THE REPLAT OF SAN JOSE RECORDED AS THE SAN JOSE LAKE ASSOCIATION IN THE
DUVAL COUNTY RECORDS

Accepted by

Charles F. Winney

President
San Jose Lake Association
7598 Old Kings Road South
Jacksonville, FL 32217

State of Florida
County of Duval

This foregoing instrument was acknowledged before me on this 13th day of
August, 2014 by

Charles F. Winney who is personally known to me
 has produced Florida Driver's License as identification.



Charlotte A. Pierce

Notary Public, State of Florida

Name: Charlotte A Pierce

Commission No. EE171996

Expiration Date 02/26/2016