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Athena Association Management
3858 San Jose Park Drive
Jacksonville, FL 32217

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MIZNER COURT MANOR HOMES**

RECITALS:

WHEREAS, American First Realty, Inc., a Florida corporation, and Lucy Lee Kloeppel, subjected certain land owned by them to the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 6528, Page 1986 of the public records of Duval County, Florida ("Declaration").

WHEREAS, the Mizner Court Owners Association, Inc. is desirous of amending the Declaration and the number of amendments would make it difficult to read and interpret the Declaration.

WHEREAS, pursuant to its power set forth in Article XII, Section 3, the Association has the right to amend the covenants and restrictions upon securing the consent of seventy five percent (75%) of the voting interests in the Association.

WHEREAS, Owners holding not less than seventy five percent (75%) of the voting interests in the Association have consented to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mizner Court Manor Homes ("Amended and Restated Declaration").

NOW, THEREFORE, Association hereby amends and restates the Declaration in full and all references to the Declaration shall mean and refer to this instrument which hereby substitutes in its entirety for the Declaration and amendments thereto. The Amended and Restated Declaration shall read in its entirety as follows:

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Mizner Court Owners Association, Inc., its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws of the Association.

Section 3. "Common Area" shall mean and refer to the Common Area defined in the Villages of San Jose Declaration of Covenants, Conditions and Restrictions recorded in Official Records volume 5763, page 1140, current public records of Duval County, Florida.

Section 4. "Common Roads" shall mean and refer to the Common Roads defined in the Villages of San Jose Declaration of Covenants, Conditions and Restrictions recorded in Official Records volume 5763, page 1140, current public records of Duval County, Florida.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Property" shall mean and refer to that certain real property shown on the plat of Mizner Court Manor Homes described above, (except for Tract "B", shown on such plat) together with improvements thereon.

Section 7. "Streets" shall mean and refer to Mizner Circle East, Mizner Circle South, Mizner Circle West, Mizner Court, and abutting cul-de-sacs and related street lighting and sidewalks.

Section 8. "Lot" shall mean and refer to any plot of land together with the improvements thereon shown upon the Plat, except Tract B.

Section 9. "Master Association" shall mean and refer to Villages of San Jose Owners Association, Inc., which association is responsible for the management of the entire Villages of San Jose Community.

Section 10. "Plat". Shall mean that certain property in Jacksonville, County of Duval, State of Florida, which is more particularly described as Lots 1 through 68, inclusive of Mizner Court Manor Homes, according to plat thereof recorded in Plat Book 43, pages 55, 56 and 57 of the public records of Duval County, Florida.

Section 11. "Villages of San Jose Community" shall mean and refer to the property subject to the Villages of San Jose Declaration of Covenants, Conditions and Restrictions recorded in Official Records Volume 5763, page 1140 of the public records of Duval County, Florida ("Villages of San Jose Declaration of Covenants") and includes property subject to this Amended and Restated Declaration.

Section 12. "Institutional Mortgage" shall mean any Bank, Federal or State Savings and Loan Association, Credit Union, Insurance Company, FHA Approved Mortgage Lender or Banker, Real Estate Investment or Business Trust, Pension Fund, Agency of the United States Government, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and any other lender generally recognized as an institutional type of lender.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Each Owner's right and easement and enjoyment in and to the Common Area shall be subject to the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulation. In no event may the Association deny an Owner the use of the entrance areas or private roads to prohibit ingress and egress to his Lot.

Section 2. Owner's Easements of Ingress and Egress. Each Owner is hereby granted a perpetual nonexclusive easement of ingress and egress over and across the real property constituting the Streets and the Common Roads (as defined in the Villages of San Jose Declaration of Covenants) within the Villages of San Jose Community described herein subject to the rules and regulations governing traffic.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities and the easement for ingress and egress to members of his family, his tenants, or contract purchasers who reside in the Lot.

ARTICLE III
MEMBERSHIP AND VOTING

The Association shall consist of one class of voting membership. Every Owner of a Lot which is subject to this Amended and Restated Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and (3) assessments to the Master Association as more fully described in Article X. The annual, special and master assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Notwithstanding the foregoing, no Institutional Mortgagee taking or holding title to any Lot, shall have personal liability for such assessments, unless expressly assumed by such Institutional Mortgagee.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for improvement and maintenance of the Property including the Streets, Landscape Easements, and other easements, to the extent that such duty is not imposed upon or assumed by the Master Association or any Owners.

Section 3. Maximum Annual Assessment. From and after January 1 of the year immediately following the recording of this Amended and Restated Declaration in the public records of Duval County, Florida, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without approval by members representing sixty-six percent (66%) of the Lots. Such approval shall be evidenced by in person or proxy votes at a meeting duly called for this purpose.

The Board of Directors may fix the annual assessment at an amount not more than the maximum.

The Association in determining the common expenses shall establish and maintain an adequate reserve fund for deferred periodic maintenance, repairs and replacements.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying in whole or in part expenses which are not anticipated to be incurred on a routine basis provided that any such assessment shall have the approval of sixty-six percent (66%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, special assessments may be assessed against an Owner for damage or injury caused by the Owner, his guests or invitees, or tenants or for maintenance to his Lot as described in Article VII.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action relating to annual assessments or special assessments against all Owners shall be sent to all members in accordance with the applicable provisions of Chapter 720, Florida Statutes, as amended from time to time. To the extent any provision of this Amended and Restated Declaration, the Bylaws or the Articles of Incorporation are inconsistent with applicable law, the requirements of Florida law shall control.

At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except for special assessments assessed against an Owner for damages caused by his own acts or those of his guests, invitees or tenants, or his failure to maintain the Lot.

Section 7. Date of Commencement of Annual Assessments: Due Date. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment shall be payable monthly and shall be due on the first day of the month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to an administrative late fee not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of the amount of the installment and shall bear interest from the due date at the lesser of the rate of eighteen percent (18%) per annum or the maximum rate allowed under applicable Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. In the event a first mortgagee or other purchaser shall obtain title to a Lot as a result of a foreclosure action in which the Association has been initially joined as a defendant, or as a result of a deed given in lieu of foreclosure, such acquirer of title or its successors and assigns shall be liable for the share of common expenses and assessments, late fees, interest, costs and reasonable attorney's fees and other charges imposed by the Association on such Lot or chargeable to the former owner of such Lot which became due prior to acquisition of title. However, a first mortgagee's liability for past due assessments, late fees, interest, costs and reasonable attorney's fees shall be limited to the lesser of (i) the common expenses and assessments, late fees, interest, costs and reasonable attorney's fees which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent (1%) of the original mortgage amount. The provisions of this section shall not apply unless the first mortgagee initially joined the Association as a defendant in the foreclosure action and shall not apply if the first mortgagee failed to comply with any other conditions of entitlement to a limitation of liability for assessments and other charges as may be provided by the Homeowners' Association Act or other law, all as may be amended from time to time. The person or entity acquiring title shall pay the amount owed to the Association within thirty (30) days of transfer of title. Any share of common expenses, assessments, late fees, interest, costs and reasonable attorney's fees, and other charges that are uncollectable from a first mortgagee after acquisition of title shall be collectible from all the owners, including such acquirer and its successors and assigns. A first mortgagee acquiring title to a Lot because of foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether the Lot is occupied or not, be excused from the payment of the common expenses and assessments coming due during the period of such ownership. Notwithstanding any of the foregoing, in the event that Chapter 720 of the Florida Statutes or any other law allows the Association to collect an amount greater than the amounts provided herein from a first mortgage or its successors or assigns (as defined by statute) following foreclosure, a deed-in-lieu transaction, or any other disposition of the property, then such law shall be deemed expressly incorporated herein and shall supersede any provisions herein to the contrary. However, in the event that Chapter 720 of the Florida Statutes or any other law limits the amounts (including, but not limited to, assessments, late fees, interest, costs and reasonable attorney's fees, and other charges) that the Association may collect from a first mortgagee or its successors or assigns (as defined by statute) beyond the limitation afforded in this section, then such law shall only apply to any mortgages recorded on or after the effective date of such law and shall not apply to retroactively impair the rights contemplated herein with respect to mortgages on Lots in existence prior to the effective date of such law. Any purported first mortgagee or other party acquiring title to a Lot and claiming an entitlement to a limitation of liability for past due amounts chargeable to the former owner shall have the affirmative obligation to furnish all materials requested by the Association to determine entitlement to a limitation of liability and the failure to comply shall result in that party's forfeiture of any right to attorneys' fees or costs that may otherwise be recoverable by law associated with any litigation or other dispute resolution concerning liability to the Association.

Section 10. Master Association Assessment. Each Lot subject to this Amended and Restated Declaration is also subject to assessment by the Master Association. The assessments authorized by the Village of San Jose Declaration of Covenants may be collected by the Association together with the annual assessments.

Section 11. Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay such assessments under this Article or foreclose the lien against the Lot upon which the assessment is made in the manner provided herein. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Board of Directors, by majority vote, shall have the right to assess fines pursuant to statutory guidelines and procedures set forth in Section 720.305 Florida Statutes and may suspend the voting rights and the right to the use of the Community Property by an Owner for any period during which any assessment against his or her Lot that is more than ninety (90) days past due remains unpaid.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, fence, wall or other structure, other than those originally erected shall be commenced, erected or maintained upon the Property, and Common Area nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board of the Association or the architectural review committee (the "Committee") designated by the Board ("Association Approval"). In the event an alteration or addition is visible from the exterior of the Lot, the alteration or addition must be in conformance with the provisions of Article VII of the Villages of San Jose Declaration of Covenants, Conditions and Restrictions and all rules and regulations issued thereunder. In the event the Boards, or their designated committees, fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to them, approval under this Article will be deemed to have been fully complied with. The maintenance of a unified architectural appearance is a primary concern of the Association and the Master Association. Any addition, modification or alteration of an improvement by an Owner which violates the architectural appearance of the Association and Master Association shall be immediately removed by the Owner at the Owner's cost and expense.

Section 2. Enforcement. The Board of Directors shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the Committee.

Section 3. Remedies for Violation. In the event any proposed improvement is constructed without first obtaining the approval of the Association and the Master Association or is not constructed in strict compliance with any approval given or deemed given by the Association or the Master Association, or the provisions of this Article are otherwise violated, the Board of Directors shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or the Board of Directors may pursue any other remedy available to it. In connection with this enforcement section, the Board of Directors shall have the right to enter any Lot and make any inspection necessary to determine that the provisions of this Amended and Restated Declaration have been complied with. The failure of the Committee or the Board of Directors to object to any proposed improvement prior to its completion shall not constitute a waiver of the right of the Association to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Amended and Restated Declaration.

ARTICLE VI USE RESTRICTIONS

To provide for congenial occupancy of the Property and for the protection of the value of the Lots, use of the Property and Common Area shall be in accordance with the following provisions so long as the Property is subject to this Amended and Restated Declaration. In accordance with Section 19 of this Article, the Association's Board of Directors shall have the authority to promulgate rules and regulations concerning these matters.

Section 1. Use of Lots. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family residence and related facilities. Each Lot shall be used for a single household and for residential non-commercial purposes only. Nothing herein shall prohibit leasing of a Lot, provided that such leases comply with paragraph 18 hereof. The rental of rooms or apartments is prohibited.

Section 2. Garages. Each Lot shall have a two-car garage, which shall be used for the parking of vehicles. Conversions of garages for other purposes, including but not limited to their use as additional living area, is prohibited. The Association acknowledges, that as of the effective date of this Amended and Restated Declaration, Plat Lot 21 has a three-car garage and Plat Lot 2 has a one-car garage. These garages are deemed compliant and may be maintained, repaired or reconstructed in their existing configuration.

Section 3. Parking, Storage, Repairs. No recreational vehicles (which term shall include, but is not limited to boats, boat trailers, travel trailers, camp trailers, motor homes, mobile homes, golf carts or similar vehicles) shall be kept or stored on any Lot or Street. Personal vehicles, such as automobiles, shall be allowed to remain in the driveway of the Lot but not on any Street. No repair, or overhaul of any vehicle is allowed on any part of the Property, unless such work is done within a closed garage.

Section 4. Detached Structures and Objects. None of the following buildings, structures or objects shall be erected and maintained or allowed to remain on any Lot unless screened from view from all other Lots and Streets; pens, yards and houses for pets; hothouses; greenhouses; above ground storage of construction materials, wood, coal, oil and other fuels; clothes washing and drying equipment; laundry rooms; appliances; tool shops and workshops; servants' quarters; guest houses; play houses; summer houses; outdoor fireplaces; barbeque pits, swimming pools, dressing rooms, garbage and trash cans and receptacles; detached garages and carports, and above ground exterior air conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by the Board or the Committee to be of an unsightly nature or appearance.

Section 5. Temporary, Movable Structures. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot, except: a temporary construction shed during the period of actual construction (which shall be no longer than nine months unless otherwise approved by the Association) of the main residence and other buildings permitted hereunder; the use of adequate sanitary toilet facilities for workmen during the course of such construction; and the use of tents for entertainment during the course of such entertainment.

Section 6. Window Air Conditions. No window air conditioner unit shall be installed in any residence.

Section 7. Antennas. No electronic, or other type antenna may be erected on a Lot or attached to any residence thereon, except within the attic space of a residence. Notwithstanding the above, one exterior satellite dish capable of receiving television or satellite signals will be permitted on each Lot so long as the same (a) does not exceed eighteen (18) inches in diameter; and (b) is approved prior to its erection by the Association as to its location, color, height and screening.

Section 8. Trash. Burning of trash, rubbish, garbage, leaves or other materials, in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in a location hidden from view from any adjacent Lot or Street.

Section 9. No Wells or Septic Tanks. No well or septic tank shall be constructed on any Lot.

Section 10. Drying. Owners may dry clothes on clotheslines provided that the clothesline is not visible from the Lot's frontage, an adjacent Lot, or an adjacent Common Area.

Section 11. Animals. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any Lot or other portion of the Property. There shall be allowed a reasonable number of domesticated dogs, cats or other household pets provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, none of which shall be permitted to run free. If, in the sole discretion of the Board, any of said pets become dangerous or an annoyance or nuisance to other residents of the Property, or destructive of wildlife or the Property, they may not thereafter be kept on the Property.

Section 12. Grading. No Lot or part thereof or any other portion of the Property shall be graded, and no change in elevation of any portion of the Property shall be made which would adversely affect any adjacent property, without the prior written consent of the Board.

Section 13. Resubdividing: Replatting. Without the prior written approval of Board, no Lot shall be re-subdivided or re-platted. In the event of such approved replatting or resubdividing, all the provisions of this Amended and Restated Declaration shall apply to the portion of the Property so re-subdivided or re-platted and no such resubdividing or replatting shall affect any easement shown on the Plat or reserved in this Declaration. The Board shall have the right to approve the use of one or more contiguous Lots, all or part of any Lot, all of one Lot and part of a contiguous Lot or Lots or any combination of contiguous parts of Lots which will form an integral unit of loan suitable for use as a residential building site.

Section 14. Insurance. No use shall be made of any Lot, Street, Common Road or Common Area which will increase the rate of insurance upon the Property or the Villages of San Jose Community without the prior consent of the Association and Master Association, as the case may be. No Owner shall permit anything to be done or kept on his Lot or any Street, Common Road or the Common Area which will result in cancellation of insurance on any Lot or any part of the Villages of San Jose Community or which will be in violation of any law. No waste shall be committed.

Section 15. Common Area. The Streets, Common Roads and Common Area shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Streets, Common Roads or Common Area without the prior written consent of the Association or the Master Association, as the case may be.

Section 16. Nuisance. No noxious or offensive activity shall be allowed upon the Property, or any part of the Villages of the San Jose Community, nor any use or practice which is the source of annoyance or nuisance to Owners, or guests, or which interferes with the peaceful possession and proper use of the Property by Owners or of other portions of the Villages of San Jose Community by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.

Section 17. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof; or the Common Area or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Property shall be the same as is elsewhere herein specified.

Section 18. Leasing. All leases of a Lot must be for a minimum initial term of twelve (12) consecutive months. Owners may not create multiple short-term agreements (under 12 consecutive months) to avoid this rule. All leases of a Lot must provide that the tenant shall be bound by the provisions of this Amended and Restated Declaration and any noncompliance by such lease shall be deemed a default by the Owner, for which the Owner shall remain fully responsible.

Section 19. Regulations. The Board of Directors shall have the authority to adopt, amend and rescind reasonable rules and regulations governing the use, operation, maintenance and enjoyment of the Property (including, but not limited to, exterior appearance, parking restrictions, noise control and pet behavior) provided such rules and regulations are not inconsistent with the Association's Articles of Incorporations, Bylaws and this Amended and Restated Declaration. Other rules and regulations must be approved by not less than fifty-one percent (51%) of each class of members of the Association before the same shall become effective. Members who are not present at meetings considering such regulations or amendments thereto may express their approval and disapproval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Lots upon request.

ARTICLE VII
EXTERIOR MAINTENANCE

Section 1. Owner Responsibility. Each Owner shall be responsible for the exterior maintenance of his Lot and the improvements thereon, including paint, repair, replacement of roof, gutters, downspouts and exterior building surfaces. Each Owner shall also be responsible for all landscape maintenance not required to be performed by the Association pursuant to Section 3 of this Article. Owners hereby acknowledge that privacy walls shall be constructed on some Lots. The Owners on each side of the privacy wall shall maintain the portion of the privacy walls facing, adjacent to or surrounding their respective Lots. Such maintenance shall include painting, repairing and restoring the privacy wall.

Section 2. Lots Adjacent to Main Roads. Certain Lots are adjacent to the main road in the Villages of San Jose, shown on the plat of Villages of San Jose Unit One accordingly to plat thereof recorded in Plat Book 39, pages 15, 15A, 15B and 15C of the public records of Duval County ("La Vista Circle"). There are certain architectural barriers between La Vista Circle and the Lot which may include, without limitation, fences, shrubbery, lawn or landscaped areas. If any fence or wall is not placed on the property line, the Owners of the adjacent Lots shall maintain the area from their Lot line to any fence or wall. The Master Association shall maintain the fence or wall and the area between such fence or wall and La Vista Circle. The Owners are not permitted to construct or create any gate or other opening in the wall or fence to gain pedestrian or vehicular access to or from their Lots to La Vista Circle. The Owner hereby grants to the Master Association a perpetual easement for ingress and egress over the improved portions of any Lots for the purpose of providing the maintenance required herein. Except in the event of emergency, such ingress and egress for the purpose of maintenance shall be at reasonable hours and shall be done to minimize disturbance to the Owner.

Section 3. Landscaping Maintenance. The Association shall contract for basic landscape maintenance services, limited to mowing, edging, blowing of grass clippings from hard surfaces, periodic shrubbery trimming and application of fertilizer and pesticides to landscape areas. Such services are intended to provide general lawn care only and expressly exclude weeding, planting, mulching, or any other detailed or ornamental landscape maintenance, all of which shall remain the responsibility of each Lot Owner.

Section 4. Maintenance Easement. As the nature of "zero" lot line housing necessitates the entry onto adjacent Lots for the purpose of maintaining residences, each Lot Owner shall have the right of ingress and egress over the Lot or Lots immediately adjacent to his Lot where necessary or desirable to permit the maintenance and repair of his residence but for no other purpose. Except in cases of emergency, notice of a Lot Owner's intent to enter onto the adjacent Lot for the purpose of maintaining his residence shall be given at least 24 hours prior to the entry.

As the nature of "zero" lot line housing permits construction of dwelling units on or near the lot lines, the eaves and other similar projections of some dwelling units within the Property as originally constructed may encroach upon adjacent Lots. Therefore, the Owner of each Lot (for purpose of this Section 4, the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this Section 4, the "Dominant Lot") a perpetual easement over such portion of each Servient Lot as is necessary to accommodate the eaves and other similar projections as originally constructed to permit the existence of such encroachments. The easement granted under this Amended and Restated Declaration, however, shall not intrude more than eighteen (18") inches into any Servient Lot. In the event of destruction of the dwelling constructed on the Dominant Lot, the easement granted hereby shall permit the eaves and other similar projections of any replacement dwelling constructed on the Dominant Lot in accordance with this Amended and Restated Declaration to encroach upon the adjacent Servient Lot to the same extent as the dwelling originally constructed on the Dominant Lot.

Section 5. Failure to Maintain. In the event an Owner of any Lot fails to maintain the Lot and the other improvements situated thereon in a manner satisfactory to maintain a standard of consistency with the general appearance of the community as initially constructed (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of the home and any other improvements erected thereon. The costs of such exterior maintenance to which such Lot is subject shall be assessed to an Owner as a Special Assessment; and said Assessment shall be enforced in the same manner as provided for in Article IV. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to the Common Areas, including without limitation recreation facilities, landscaping or sidewalks, such Owner shall be responsible for the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Lot Owner as a Special Assessment.

Section 6. Landscape Easements. The Owner of any Lot having a "Landscape Easement" as shown on the Plat hereby grants to the Master Association a perpetual easement for ingress and egress over the Landscape Easement for the purpose of providing maintenance.

ARTICLE VIII RIGHTS OF MORTGAGEES

Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor of a mortgage on the Lot (hereinafter jointly referred to as "Mortgagee"), such Mortgagee will be entitled to timely written notice of:

Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot which there is a mortgage held, insured or guaranteed by such Mortgagee.

Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of 60 days.

Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE IX
RECONSTRUCTION OR REPAIR AFTER CASUALTY

In the event of damage or destruction to any portion of the improvements on a Lot, the Owner shall either: (i) commence reconstruction within sixty (60) days of the date of the damage and diligently pursue the reconstruction until completion, with all improvements being in the same location as the original construction and of the same outward appearance, materials, color, elevation, shape and size of the original construction; or (ii) clear the debris and have the Lot leveled, within 60 days from the date of destruction or damage.

ARTICLE X
MASTER ASSOCIATION

Section 1. Purpose. The Master Association is established to assure that the Villages of San Jose Community maintains its residential standards and to assure controlled growth of the Community. In addition, the Master Association owns or will own recreational facilities which serve all the residents of the Villages at San Jose Community.

As such it has certain duties, powers and obligations which are more fully set forth in the Villages of San Jose Declaration of Covenants.

Section 2. Powers of the Master Association. The Master Association represents the residents of the Villages of San Jose generally, including residents of the Property and its members are those persons qualified in accordance with the Articles of Incorporation and Bylaws of the Master Association. The Master Association, acting through its Board of Directors, has the powers, rights and duties with respect to the Property and with respect to the Villages of San Jose as set forth in this Article and as more particularly described in the Villages of San Jose Declaration of Covenants, Articles and Bylaws of the Master Association.

Section 3. Master Association Assessments. The Master Association shall be entitled to charge each Owner and his Lot an assessment for expenses incurred or to be incurred by the Master Association in fulfillment of its maintenance, operation and management responsibilities which shall include, to the extent such facilities may be made available, maintaining Common Roads and roadways, common sidewalks, walking or jogging paths or trails, bicycle paths, transportation facilities, security, fire protection, including maintenance buildings, guardhouse, police equipment and firefighting equipment and buildings used in maintenance functions, maintenance of lakes, playing fields, wildlife areas, fishing facilities, tennis courts, swimming pools, and other recreational facilities of any kind or nature serving the Villages of San Jose Community and for water irrigation, drainage and sewage facilities, lighting of roads, sidewalks, and walking paths, garbage and trash collection and disposal, insect and pest control for Common Areas, legal, accounting and other administrative expenses and such other costs and expenses and obligations to the extent the Master Association may deem necessary or desirable to perform any of the functions or service to be provided for the common benefit of property owners in Villages of San Jose.

The establishment, enforcement and collection of such assessment is more fully set forth in the Amended and Restated Declaration of Covenants and Bylaws. The Master Association shall be entitled to collect such assessments through the Association and shall have a lien right upon the individual Lots to enforce collection of such assessments which shall also be enforced as the personal obligation of each Owner.

Section 4. Enforcement of Association Duties. If for any reason the Association shall refuse to perform the obligations imposed on it hereunder, and under any other documents, including but not limited to its obligation to collect the Master Association assessments described in this Article, the Master Association shall be authorized to act for and upon the behalf of the Association in such respect that the Association has refused or failed to act. Any expenses thereby incurred by the Master Association shall be reimbursed by the Association.

Section 5. Amendments Affecting the Master Association. This Amended and Restated Declaration shall not be amended in any manner to affect the rights of the Master Association with the written approval of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the Master Association.

Section 6. Architectural Review and Maintenance. Without the prior written consent of this Master Association or such architectural review committee as may be formed by the Master Association, and subject to the provisions of Article VII of the Villages of San Jose Declaration of Covenants no permanent improvements, other than those initially constructed, which are visible from outside shall be constructed on the Property and no substantial or material alterations of the exterior or any building or the topography of the Property shall be effected. Nothing shall be erected, constructed, planted or otherwise placed in such position after the initial construction of improvements of the Property, that either create a hazard upon or block the vision of motorists upon any of the roadways adjacent to or near the Property. The Master Association shall also have the reasonable right of ingress and egress to the Property for the purpose of preserving, maintaining or improving the Common Roads providing access to public roads, lakes or other similar areas (whether within or without the Property) although nothing stated herein shall require the Association or the Master Association to maintain any such Lots located with the Property.

Section 7. Lake and Water Rights. Within the Villages of San Jose Community, certain Lakes have been or will be constructed or completed in accordance with the Master Plan (as defined in the Villages of San Jose Declaration of Covenants). All members of the Master Association have certain easements for the use and enjoyment of such Lake subject to certain restrictions as more fully described in the Master Declaration. The Lake is or will be owned by the Master Association and any land adjacent to such Lake is burdened by an easement for the changes in the actual water level and easements for maintenance.

ARTICLE XI
EASEMENTS

Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as originally designed or constructed. A valid easement for the described encroachments and for the maintenance of same, so long as it stands, shall and does exist. If a structure on a Lot is partially, or totally, destroyed, and then rebuilt, the Owners of the Lot so affected agree that minor encroachments of parts of the adjacent structure shall be permitted and a valid easement for any such encroachment and the maintenance thereof shall exist.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests or invitees, tenants, or occupants, to comply with the covenants, restrictions, rules, and regulations contained in this Amended and Restated Declaration, the Articles, or the Bylaws, or the rules and regulations of the Association, as promulgated by the Board of Directors from time to time.

A fine may not exceed \$100 per violation and the exact amount of the fines shall be set pursuant to the sole discretion of the Board of Directors. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing. A fine for a continuing violation may not exceed \$1,000 in the aggregate. A fine of \$1,000 or more may become a lien against a Lot and may be collected in the same manner as an unpaid assessment as provided in Article IV of this Declaration. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.

A fine or suspension levied by the Board of Directors may not be imposed unless the Board of Directors first provides at least 14 days' notice to the Owner and, if applicable, any occupant, licensee, or invitee of the Lot owner, sought to be fined or suspended and an opportunity for a hearing before a committee, which shall be composed of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the proposed fine or suspension levied by the Board of Directors is approved by the committee, the fine payment is due 5 days after notice of the approved fine is provided to the Lot owner and, if applicable, to any occupant, licensee, or invitee of the Lot owner. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot owner and, if applicable, to any occupant, licensee, or invitee of the Lot owner.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendment.

- a) The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.
- b) This Amended and Restated Declaration may be amended by the Association on a vote of members representing no less than sixty-six percent (66%) of the Lots.

c) Any amendment must be recorded.

Section 4. Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Amended and Restated Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

IN WITNESS WHEREOF, MIZNER COURT OWNERS ASSOCIATION, INC., has caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed in accordance with the authority herein above expressed this ___ day of _____, 2026.

Witnesses

Mizner Court Owners Association, Inc.

[Signature]
Signature of Witness 1

[Signature]
President

Roy Hoewischer
Printed

JACK McELROY
Printed

[Signature]
Signature of Witness 2

[Signature]
Secretary

Mary St George
Printed

PAuline M. ShowALTER
Printed

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of June, 2026, by JACK McELROY, as President, and PAuline M. ShowALTER, as Secretary, of Mizner Court Owners Association, Inc., on behalf of the corporation.

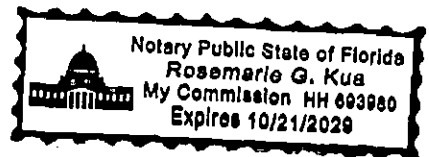
[Signature]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of

Notary Public)

Personally Known or Produced Identification

Type of Identification Produced: _____



CERTIFICATE OF APPROVAL AND ADOPTION OF AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIZNER COURT MANOR HOMES

THIS CERTIFICATE is made by MIZNER COURT OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS

WHEREAS, the property known as Mizner Court Manor Homes is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 6528, Page 1986, Public Records of Duval County, Florida, as amended (the "Declaration");

WHEREAS, Article XII, Section 3 of the Declaration authorizes amendment of the Declaration upon the approval of the percentage of voting interests specified therein;

WHEREAS, the Association has prepared an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mizner Court Manor Homes (the "Amended and Restated Declaration");

WHEREAS, Owners holding not less than seventy-five percent (75%) of the voting interests in the Association have executed written consents approving the Amended and Restated Declaration; and

WHEREAS, the written consents approving the Amended and Restated Declaration are maintained among the official records of the Association.

NOW, THEREFORE, the Association hereby certifies as follows:

1. The Amended and Restated Declaration attached hereto and recorded contemporaneously herewith was duly approved by Owners holding not less than seventy-five percent (75%) of the voting interests in the Association, as required by the Declaration.
2. All requirements of the Declaration and applicable Florida law necessary for adoption of the Amended and Restated Declaration have been satisfied.
3. The Amended and Restated Declaration shall become effective upon recording in the Public Records of Duval County, Florida.

IN WITNESS WHEREOF, the undersigned officers certify the foregoing on behalf of MIZNER COURT OWNERS ASSOCIATION, INC., this 16 day of June, 2026.

WITNESSES: MIZNER COURT OWNERS ASSOCIATION, INC.

[Signature] By: [Signature] Witness #1
President

Print Name: JACK McELROY
[Signature] By: [Signature] Witness #2
Secretary

Print Name: Pauline M. Showalter

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of June, 2026, by JACK McELROY, as President, and Pauline M. Showalter, as Secretary, of MIZNER COURT OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation.

Notary Public, State of Florida

Print Name: Rosemarie Kua

Personally Known OR Produced Identification

Type of Identification Produced: _____

