

ARTICLES OF INCORPORATION
OF
MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.
(A Nonprofit Corporation)

The undersigned, for the purpose of forming a corporation not for profit under the laws of Florida, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is Magnolia Point Community Association, Inc.

ARTICLE II

PURPOSES, LIMITATIONS AND DISSOLUTIONS

Section 2.1. Purposes. The corporation is organized for the purpose of:

1. Providing for maintenance and preservation of the roadways and common areas within the property known as "Magnolia Point" according to plats thereof recorded or to be recorded in the public records of Clay County, Florida; and
2. Providing for the architectural control of the real property as shown on such plats and to promote the health, safety and welfare of the owners and residents within Magnolia Point.

In furtherance of such purposes, the corporation shall have power to:

(a) Perform all of the duties and obligations of the corporation as set forth in Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for Magnolia Point, which is recorded in the public records of Clay County, Florida.

(b) Affix, levy and collect, and enforce payment by any lawful means, of all charges and assessments pursuant to the Declaration; pay all expenses in connection therewith, including without limitation expenses incidental to the conduct of the business of the corporation, and all license fees, taxes or governmental charges levied on or imposed against the corporation.

(c) Acquire, own, hold, and improve, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the corporation;

(d) Have and exercise any and all powers, rights and privileges that a non-profit corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have or exercise.

The corporation is organized and shall be operated for the purposes set forth above. The activities of the corporation will be financed by assessments against members as provided in the Declaration, and no part of any net earnings of the corporation will inure to the benefit of any member.

Section 2.2. Limitations on Actions. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to any member, director, officer or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 2.1 of this Article. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

Section 2.3. Dissolution. Upon the dissolution of the corporation or the winding up of its affairs, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively to such charitable, scientific or educational organizations which would then exist and qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), or if not, to such organization or organizations which are then so qualified as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principal office of the corporation is then located, exclusively for the purposes of the corporation or to such organization or organizations which are organized and operated exclusively for such purposes as the Court shall determine.

ARTICLE III

POWERS

To accomplish the purposes of the corporation set forth in Article II, the corporation shall have all powers and authorities as are now or may hereafter be granted to corporations not for profit under the laws of the State of Florida, including, but not limited to, the power to purchase, own, sell and otherwise deal with real and personal property, to borrow and lend money, to make contracts with others for goods and services, to elect officers and appoint agents, to carry its operations through its officers, employees and agents within or without the State of Florida, and to make donations for the public welfare and for charitable, educational and religious purposes. Notwithstanding any other provision of these Articles, only such powers shall be exercised as are in furtherance of the tax-exempt purposes of the corporation and as may be exercised by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and

the Regulations thereunder as they now exist or as they may hereafter be amended and by an organizations contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as they may exist from time to time.

ARTICLE IV MEMBERSHIP

The corporation may or may not have members as the Board of Directors may direct from time to time. Any such members shall be those persons who request membership, and pay the membership fees, if any, prescribed from time to time by the Board of Directors. The original subscribers to these Articles of Incorporation shall be the initial members of the corporation. Any person of good moral character, having an interest in the objects and purposes of the corporation and willing to contribute either time or money in furtherance of its activities shall be eligible for membership as provided in the Bylaws.

ARTICLE V TERM OF EXISTENCE

This corporation shall have perpetual existence unless it shall be dissolved according to the laws of the State of Florida.

ARTICLE VI SUBSCRIBER

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

<u>Name</u>	<u>Residence</u>
Michael F Dawes	200 Laura Street Jacksonville, Florida 32202

ARTICLE VII OFFICERS

Section 7.1. Number. The affairs of the corporation are to be managed by the following officers: a President, a Vice President, a Secretary, a Treasurer and such other officers as may be provided in the Bylaws.

Section 7.2. Manner of Election. The officers of the corporation shall be elected by the Board of Directors by majority vote at the annual meeting of the Directors and shall serve until their successors are elected and qualified. Any adult who is a member of this corporation or could qualify as one if he or she was a member shall be eligible to be an officer of this corporation.

Section 7.3. Names of First Officers. The names of the persons who are to serve as officers of the corporation initially and until their successors are duly elected or appointed are:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Dr. Thomas Schad	17901 Collins Avenue North Miami Beach, FL 33160
Treasurer	Ms. Barbara Perdue	3670 Clubhouse Drive Green Cove Springs, FL 32043
Secretary	Michael F Dawes	200 Laura Street Jacksonville, FL 32202

ARTICLE VIII

BOARD OF DIRECTORS

Section 8.1. Number. This corporation shall have three Directors initially. The number of Directors may be increased or reduced from time to time, as provided in the Bylaws of the corporation; however, the corporation shall at all times have at least three (3) Directors. Vacancies on the Board of Directors, including replacements for Directors whose terms have expired, shall be filled by election by those Directors remaining in office.

Section 8.2. Name and Addresses of the First Members of the Board of Directors. The names and addresses of the persons who are to serve as the initial Directors of the corporation until the election or appointment of their successors are as follows:

<u>Name</u>	<u>Address</u>
Dr. Thomas Schad	17901 Collins Avenue North Miami Beach, FL 33160
Michael F Dawes	200 Laura Street Jacksonville, FL 32202
R. Bransom Bean	17901 Collins Avenue North Miami Beach, FL 33160

Section 8.3. Executive Committee. The Board of Directors may, pursuant to a resolution adopted by a majority of all of the members of the Board, designate two (2) or more of its members to constitute an executive committee, which to the extent provided in such resolution, may exercise the powers of the Board of Directors.

ARTICLE IX

STOCKS AND DIVIDENDS PROHIBITED

The corporation shall have no capital stock, pay no dividends, distribute no part of its net income to its members, officers or Directors, and the private property of its members shall not be liable for any obligation of the corporation.

ARTICLE X

BYLAWS

The Bylaws of the corporation shall be made, altered or rescinded by a vote of two-thirds (2/3) of the Board of Directors.

ARTICLE XI

AMENDMENT

Amendments to these Articles of Incorporation may be proposed and adopted by a vote of two-thirds (2/3) of the Board of Directors.

ARTICLE XII

OFFICE AND REGISTERED AGENT

Michael F. Dawes, whose post office address is 200 Laura Street, Jacksonville, Florida 32202, is designated as the Registered Agent to accept service of process for the Corporation within this state.

IN WITNESS WHEREOF, the undersigned has made and subscribed to these Articles of Incorporation for the purposes therein set forth, all as of the 5th day of June, 1987.

(signed)

MICHAEL F. DAWES

STATE OF FLORIDA
COUNTY OF Duval.

The foregoing instrument was acknowledged before me on the 5th day of June, 1987, by Michael F. Dawes.

Brenda K. Davis (signed)
Notary Public, State of Florida
at Large

My Commission Expires: 1/22/90

CERTIFICATE 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:

Magnolia Point Community Association, Inc. (a Non-Profit Corporation), desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 3670 Clubhouse Drive, Green Cove Springs, Florida 32043, has named Michael F. Dawes, located at 200 Laura Street, Jacksonville, Florida 32202, as its agent to accept service of process within Florida.

Dated: June 5, 1987

(signed)

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.

(signed)

MICHAEL F. DAWES

Date: June 5, 1987

BY-LAWS OF
MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.

a non-profit corporation

ARTICLE I
NAME AND LOCATION

The name of the corporation is Magnolia Point Community Association, Inc. The principal office of the corporation shall be located at the offices of the corporation's registered agent, who shall be designated by the Board of Directors from time to time. Meetings of members and the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.*

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Magnolia Point Community Association, Inc. its successors and assigns.

Section 2. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of its members.

Section 3. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Magnolia Point development project, as recorded in the public records of Clay County, Florida.

Section 4. "Member" shall mean and refer to any person entitled to membership in the Association as provided in the Articles of Incorporation of the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a vested present fee simple title to any parcel of land or dwelling unit which is a part of Magnolia Point.

Section 6. "Subdivision" shall mean and refer to that certain tract or tracts of real property described in the Declaration, and such additions thereto as may be, brought within the jurisdiction of the Association pursuant to the provisions of the Declaration.

ARTICLE III MEETINGS OF MEMBERS

Section 1. The annual meeting of the Members shall be held on the second Tuesday of March of each calendar year, or on such other date as may be determined by the Association's Board of Directors (the "Board").*

Section 2. Special Meetings. Special meetings of members may be called at any time by the President or by the Board of Directors, or on written request of members who are entitled to vote one-fourth (25%) of all votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or other person authorized to call the meetings, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast 30% of the votes of the membership then entitled to vote shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these By-Laws. If a quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.**

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of his property interest in Magnolia Point.

ARTICLE IV
BOARD OF DIRECTORS — TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board consisting of not less than three (3), nor more than five (5), directors, who must be members of the Association. The number of directors who shall serve during any given year shall be determined by the Board at a duly called meeting held prior to the date that the written ballots are mailed to the members pursuant to Article V hereof. #

Section 2. Term of Office. At the meeting of the Members occurring on March 12, 2019, for the purpose of electing a new Board of Directors, a majority of the Directors receiving the highest number of votes shall be elected for terms of two (2) years each, and the remaining directors shall be elected for terms of one (1) year each. Thereafter, all Directors shall be elected for terms of two (2) years each. All directors shall serve until their successors are duly qualified and elected. #

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a quorum (as defined in Article III, Section 4) vote of the members of the Association then entitled to vote. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. #

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his or her duties.

ARTICLE V
BOARD OF DIRECTORS — ELECTION #

Section 1. Not less than ninety (90) days prior to the annual Member's Meeting, the Board of Directors shall appoint an Election Committee and Chairman. #

Section 2. Candidates for vacant Board seats shall be a member of the Association in good standing and submit a Candidate Information Worksheet to the Community Association Manager (CAM) no later than forty-five (45) days prior to the date fixed for the Member's

Meeting. The CAM will verify each candidate's eligibility and forward worksheets to the Election Committee within five (5) working days of receipt. #

Section 3. Not less than thirty (30) days prior to the date of the annual Member's Meeting, the Election Committee shall notify the Secretary of the names of verified candidates for election to the Board of Directors. #

Section 4. The Election Committee shall interview as many candidates as may submit themselves for election to the Board. Additionally, the Election Committee will schedule at least one but not more than three forums at which, the Members may engage the candidates regarding their positions on issues important to the Association. #

Section 5. All elections to the Board of Directors shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board of Directors, 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. Written ballots shall be in such form as the Board of Directors shall prescribe from time to time, including ballots that are susceptible to being counted by electronic means. The ballots shall describe the number of vacancies to be filled by the Members and set forth the names of the candidates for such vacancies. Each Member may, in respect to each vacancy on the ballot, cast one vote. Cumulative voting is not permitted. In order for an election of the Board of Directors to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members. #

Section 6. The members of the Board of Directors elected in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members at which the election is conducted or if conducted by mail, as of the date that the results of the election are announced.

ARTICLE VI

BOARD OF DIRECTORS — MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by a majority of the Board of

Directors. Notice of regular meetings shall be given to each Director, personally, by mail, email, or telephone , at least seven (7) days prior to the day reserved for such meeting.#

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) Directors, after not less than seven (7) days notice in the manner described in Section 1 of this Article, to each Director.#

Section 3. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Director's present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VII BOARD OF DIRECTORS — POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of common areas and facilities including the personal conduct of the members and their guests thereon and to establish penalties for infractions of such rules and regulations;
- (b) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these By-Laws;
- (c) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) Employ independent contractors and such employees as they may deem necessary, and prescribe their duties; and
- (e) Take such other actions as may be deemed by them to be in the best interests of the Association, having all powers granted as lawful pursuant to applicable Florida law.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a record of all its acts and corporate affairs which shall be open to inspection by Members at all times;
- (b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the monthly assessments against property in Magnolia Point;
 - (2) Give notice of each assessment to every Owner subject thereto; and
 - (3) Take reasonable action to collect unpaid and delinquent assessments and other charges which may be due from the Members from time to time. *
- (d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) Procure and maintain adequate liability and hazard insurance on all property owned or operated by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the common area and roadways to be maintained; and
- (h) Cause access to Magnolia Point to be controlled as provided in the Declaration.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be as provided in the Articles of Incorporation, together with such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments.
- (b) Vice President. Any Vice President may act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the board.#

- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall perform oversight of the Community Association Manager in the performance of administrative duties to include: serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.#
- (d) Treasurer. The Treasurer shall perform oversight of the Community Association Manager in the performance of financial management duties to include: receipt and deposit in appropriate bank accounts all funds of the Association, and disbursement of such funds as directed by resolution of the Board of Directors; keep proper books of account and prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meetings of members.#

ARTICLE IX COMMITTEES

The board shall appoint a committee, as provided in the Declaration to exercise the functions delegated to it by the Board in connection with:

- (a) review and approval of architectural plans for improvements within Magnolia Point; and
- (b) Rules Enforcement.

In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association assessments which are secured by a lien on the property against which such

assessments are made. Any assessments not paid when due are considered delinquent and shall bear interest as provided in the Declaration.

ARTICLE XI BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any member during ordinary business hours.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference, Magnolia Point Community Association, Inc.

ARTICLE XIII FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31 of that year.

ARTICLE XIV AMENDMENTS

These By-Laws may be amended as provided in the Articles of Incorporation.

ARTICLE XV CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI EMERGENCY POWERS

Section 1. Powers. Notwithstanding any provision of these By-Laws to the contrary, in the event that pursuant to applicable law, a state of emergency shall be declared for the area in which the Subdivision is located, the Board of Directors shall be authorized, but not required to, exercise the following powers:#

- (a) Conduct Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, public service announcements, and conspicuous posting within the Subdivision or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this paragraph.
- (b) Cancel and reschedule any Association meeting.
- (c) Name as assistant officer's, persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.
- (d) Relocate the Association's principal office or designate alternative principal offices.
- (e) Enter into agreements with applicable governmental agencies to assist such agencies with debris removal.
- (f) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.
- (g) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine that any portion of the Subdivision is unavailable for entry or occupancy by Members or their family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.
- (h) Require the evacuation of the Subdivision in the event of a mandatory evacuation order in the locale in which the Subdivision is located. Should any Member or other

occupant within the Subdivision fail or refuse to evacuate where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

(i) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Subdivision, or any portion thereof, can be safely inhabited or occupied. However, any such determination shall not be conclusive as to any determination of habitability under the provisions of the Declaration.

(j) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Subdivision, even if the affected Member is obligated by the Declaration or law to insure, repair or replace such items.

(k) Contract, on behalf of any of the Members, for items or services for which the Members are otherwise individually responsible, but which are necessary to prevent further damage to any portion of the Subdivision. In such event, the Member or Members on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its lien authority provided by the Declaration and applicable law to enforce collection of such charges. Without limitation, such items or services may include the drying of dwelling units or commercial properties, the boarding of broken windows or doors, and the replacement of damaged air conditioners or air handlers to provide climate control in such units or other portions of the Subdivision.

(l) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, Articles, or By-Laws of the Association, levy special assessments without a vote of the Members.

(m) Without the Members' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Declaration, Articles, or By-Laws of the Association.

Section 2. Limitations. The special powers authorized under this Article XVI shall be limited to that time period reasonably necessary to (i) protect the health, safety, and welfare of the Association, the Members and the Members' family members, tenants, guests, agents, or invitees, and (ii) mitigate further damage and make emergency repairs.#

* The identified amendments to the Bylaws of MAGNOLIA POINT COMMUNITY ASSOCIATION, mc., a Florida non-profit corporation (the "Association") were approved by not less than a two-thirds (2/3) vote of the Directors present at a duly called meeting of the Association's Board of Directors held on December 10, 2012. They became effective on December 11, 2012. (Compiled, incorporated and corrected in present document on January 31, 2019.)

** The identified amendment to the Bylaws of MAGNOLIA POINT COMMUNITY ASSOCIATION, mc., a Florida non-profit corporation (the "Association") were approved by not less than a two-thirds (2/3) vote of the Directors present at a duly called meeting of the Association's Board of Directors held on February 18, 2019. They became effective on February 19, 2019. (Compiled, incorporated and corrected in present document on April 3, 2019.)

The identified amendments to the By-Laws of MAGNOLIA POINT COMMUNITY ASSOCIATION, Inc., a Florida non-profit corporation (the "Association") were approved by not less than a three-fifths (3/5) vote of the Directors present at a duly called meeting of the Association's Board of Directors held on June 10, 2019. They became effective on June 11, 2019. (Compiled, incorporated and corrected in present document on June 11, 2019.)

BK: 4274 PG: 1299

AMENDMENT TO BY-LAWS
OF
MAGNOLIA POINT COMMUNITY ASSOCIATION.

The following amendments to the Bylaws of MAGNOLIA POINT COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation (the "Association") were approved by not less than a two-thirds (2/3) vote of the Directors present at a duly called meeting of the Association's Board of Directors held on June 10, 2019. Effective June 11, 2019, the Bylaws are hereby amended as follows:

Article II, Section 3 is hereby removed in its entirety as follows:

The remaining Sections of Article II are renumbered accordingly.

Article IV, Section 1 is hereby amended in its entirety as follows:

Section 1. Number. The affairs of the Association shall be managed by a Board consisting of not less than three (3), nor more than five (5), directors, who must be members of the Association. The number of directors who shall serve during any given year shall be determined by the Board at a duly called meeting held prior to the date that the written ballots are mailed to the members pursuant to Article V hereof.

Article IV, Section 2 is hereby amended in its entirety as follows:

Section 2. Term of Office. At the meeting of the Members occurring on March 12, 2019, for the purpose of electing a new Board of Directors, a majority of the Directors receiving the highest number of votes shall be elected for terms of two (2) years each, and the remaining directors shall be elected for terms of one (1) year each. Thereafter, all Directors shall be elected for terms of two (2) years each. All directors shall serve until their successors are duly qualified and elected.

Article IV, Section 3 is hereby amended in its entirety as follows:

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a quorum (as defined in Article III, Section 4) vote of the members of the Association then entitled to vote. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Article V is hereby amended in its entirety as follows:

ARTICLE V
BOARD OF DIRECTORS — ELECTION

BK: 4274 PG: 1300

Section 1. Not less than ninety (90) days prior to the annual Member's Meeting, the Board of Directors shall appoint an Election Committee and Chairman.

Section 2. Candidates for vacant Board seats shall be a member of the Association in good standing and submit a Candidate Information Worksheet to the Community Association Manager (CAM) no later than forty-five (45) days prior to the date fixed for the Member's Meeting. The CAM will verify each candidate's eligibility and forward worksheets to the Election Committee within five (5) working days of receipt.

Section 3. Not less than thirty (30) days prior to the date of the annual Member's Meeting, the Election Committee shall notify the Secretary of the names of verified candidates for election to the Board of Directors.

Section 4. The Election Committee shall interview as many candidates as may submit themselves for election to the Board. Additionally, the Election Committee will schedule at least one but not more than three public forums at which, the Members may engage the candidates regarding their positions on issues relevant to the Association.

Section 5. All elections to the Board of Directors shall be made on written ballots to be voted at the annual meeting, or at the discretion of the Board of Directors, 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. Written ballots shall be in such form as the Board of Directors shall prescribe from time to time, including ballots that are susceptible to being counted by electronic means. The ballots shall describe the number of vacancies to be filled by the Members and set forth the names of the candidates for such vacancies. Each Member may, in respect to each vacancy on the ballot, cast one vote. Cumulative voting is not permitted. In order for an election of the Board of Directors to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

Section 6. The members of the Board of Directors elected in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members at which the election is conducted or if conducted by mail, as of the date that the results of the election are announced.

Article VI, Section I is hereby amended in its entirety as follows:

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by a majority of the Board of Directors. Notice of regular meetings shall be given to each Director, personally, by mail, email, or telephone, at least seven (7) days prior to the day reserved for such meeting.

Article VI, Section 2 is hereby amended in its entirety as follows:

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) Directors, after not less than seven (7) days notice in the manner described in Section 1 of this Article, to each Director.

BK: 4274 PG: 1301

Article VIII, Section 7 is hereby amended in its entirety as follows:

Section 7. Duties. The duties of the officers are as follows:

- (a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments.
- (b) **Vice President.** Any Vice President may act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the board.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall perform oversight of the Community Association Manager in the performance of administrative duties to include: serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.
- (d) **Treasurer.** The Treasurer shall perform oversight of the Community Association Manager in the performance of financial management duties to include: receipt and deposit in appropriate bank accounts all funds of the Association, and disbursement of such funds as directed by resolution of the Board of Directors; keep proper books of account and prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meetings of members.

Article XVI, is hereby amended in its entirety as follows:

Section 1. Powers. Notwithstanding any provision of these By-Laws to the contrary, in the event that pursuant to applicable law, a state of emergency shall be declared for the area in which the Subdivision is located, the Board of Directors shall be authorized, but not required to, exercise the following powers:

- (a) Conduct Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, public service announcements, and conspicuous posting within the Subdivision or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this paragraph.
- (b) Cancel and reschedule any Association meeting.
- (c) Name as assistant officer's, persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.
- (d) Relocate the Association's principal office or designate alternative principal offices.
- (e) Enter into agreements with applicable governmental agencies to assist such agencies with debris removal.

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- (f) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.
- (g) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine that any portion of the Subdivision is unavailable for entry or occupancy by Members or their family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.
- (h) Require the evacuation of the Subdivision in the event of a mandatory evacuation order in the locale in which the Subdivision is located. Should any Member or other occupant within the Subdivision fail or refuse to evacuate where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.
- (i) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Subdivision, or any portion thereof, can be safely inhabited or occupied. However, any such determination shall not be conclusive as to any determination of habitability under the provisions of the Declaration.
- (j) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Subdivision, even if the affected Member is obligated by the Declaration or law to insure, repair or replace such items.
- (k) Contract, on behalf of any of the Members, for items or services for which the Members are otherwise individually responsible, but which are necessary to prevent further damage to any portion of the Subdivision. In such event, the Member or Members on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its lien authority provided by the Declaration and applicable law to enforce collection of such charges. Without limitation, such items or services may include the drying of dwelling units or commercial properties, the boarding of broken windows or doors, and the replacement of damaged air conditioners or air handlers to provide climate control in such units or other portions of the Subdivision.
- (l) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, Articles, or By-Laws of the Association, levy special assessments without a vote of the Members.
- (m) Without the Members' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Declaration, Articles, or By-Laws of the Association.

Section 2. Limitations. The special powers authorized under this Article XVI shall be limited to that time period reasonably necessary to (i) protect the health, safety, and welfare of the Association, the Members and the Members' family members, tenants, guests, agents, or invitees, and (ii) mitigate further damage and make emergency repairs.

CFN # 202005543, OR BK: 4274 PG: 1298, Pages 1 / 5, Recorded 1/31/2020 12:00 PM, Doc: RE
TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$44.00
Deputy Clerk WESTA

This certificate is prepared by/return to:
McCabe & Ronsmann
110 Selano Rd., Unit 102
Ponte Vedra Beach, FL 32082

CERTIFICATE OF AMENDMENT
OF THE
BY-LAWS OF MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT to the By-laws of Magnolia Point Community Association, Inc. ("Association"), is made by the undersigned officers of the Association who certify the attached Exhibit is a true and correct copy of the amendments approved by a vote of no less than a two-thirds (2/3) of the Board of Directors at a duly noticed Meeting of the Board of Directors held on June 10, 2019, as provided for in the Articles of Incorporation of the Association. Except as expressly set forth in the attached, all other provisions of the Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of Magnolia Point Community Association, Inc. have executed this certificate on this 27 day of JANUARY, 2020.

Witnesses

Mary Marchiano
Signature of Witness 1

Mary Marchiano
Printed

Kelly C. Frick
Signature of Witness 2

Kelly C. Frick
Printed

Magnolia Point Community Association,
Inc.

Larry Hanline
Its: President

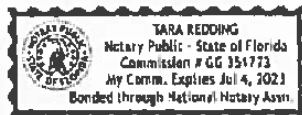
LARRY HANLINE
Printed

W. H. Nisley II
Its: Secretary

W. H. NISLEY II
Printed

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 27 day of January, 2020, by Larry Hanline, as President of Magnolia Point Community Association, Inc. and by W. H. Nisley II, as Secretary of Magnolia Point Community Association, Inc.



Tara Redding
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: _____

Page 1 of 1

FEB 03 2020

T 904.396.0090
F 904.396.0088
www.flcalegal.com

McCabe | Ronsman

PONTE VEDRA | main office
110 Solana Road, Suite 102
Ponte Vedra Beach, Florida 32082

January 31, 2020

VIA FIRST CLASS MAIL

Magnolia Point Community Association, Inc.
c/o MAY Management Services
ATTN: Mary Marchiano
475 W. Town Place, Suite 112
St. Augustine, FL 32092

**Re: Magnolia Point Community Association, Inc.
Recorded Bylaw Amendment**

Ms. Marchiano:

Enclosed please find the Original Certificate of Amendment, as well as the Original Bylaw Amendment. Also enclosed is a recorded copy. Please keep these documents with the Association's Official Records.

If you have any questions, please do not hesitate to contact our office.

Sincerely,
McCabe & Ronsman

enclosure

RET: L. J. ARNOLD, III
ATTORNEY AT LAW
P. O. BOX 1570
GREEN COVE SPRINGS, FLORIDA
32043

MAIN RETURN



Book: 1816
Page: 1311
Rec: 09/01/99
02:11 PM
File# 9941197
James B. Jett
Clerk of Courts
Clay County, FL
FEE: \$73.50

MAGNOLIA POINT GOLF AND COUNTRY CLUB

PHASE II

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AMENDING DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED IN O.R. BOOK 1133, PAGES 499-515, PUBLIC RECORDS OF CLAY COUNTY, FLORIDA

THIS AMENDMENT, made as of August 17, 1999, by MAGNOLIA POINT JOINT VENTURE, LTD., a Florida limited partnership (the "Developer") whose address is 3616 Magnolia Point Boulevard, Green Cove Springs, Florida:

WITNESSETH:

WHEREAS, Developer desires to amend certain Declaration of Covenants, Conditions, Easements and Restrictions hereinafter referred to as "Covenants and Restrictions" for its development known as Magnolia Point Phase II as originally recorded in OR Book 1133, pages 499-515 of the public record of Clay County, Florida and

WHEREAS, Developer now deems it necessary and vital, as well as consistent with the overall development, to amend the said "Covenants and Restrictions" as provided for at Section 8.1 therein;

NOW, THEREFORE, Developer hereby declares that all of the Platted Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with title to the Platted Property and shall be binding upon all parties having any right, title or interest in the Platted Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, and the grantee of any deed to any part of the Platted Property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, easements and restrictions:

1. DEFINITIONS

As used in this Declaration, the terms below shall have the following meanings:

1.1 "Architectural Committee" means a committee composed of three or more Persons, appointed by the Board to exercise the functions delegated to it by the Board in connection with review and approval of architectural plans for improvements on the Magnolia Point Property.

1.2 "Association" means Magnolia Point Community Association, Inc., a Florida non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors, defined hereinafter.

1.3 "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Association.

1.4 "Commercial Parcel" means any portion of the Magnolia Point Property shown on the Plat as commercial land or otherwise designated by Developer for commercial or business use, whether improved or unimproved.

1.5 "Common Area" means those portions of the Magnolia Point Property, if any, conveyed by the Developer to the Association for the use and enjoyment of all Owners.

1.6 "Developer" means Magnolia Point Joint Venture, a Florida General Partnership and its successors, assigns, nominees and designees.

1.7 "Dwelling Unit" means any improved property located within the Platted Property and intended for use as a family housing unit. A parcel of land shall be deemed unimproved until all improvements being constructed thereon are substantially complete.

1.8 "Estate Lot" means any subdivision lot shown on the Plat and not designated as either a Golf Villa or Clubhome and intended for use as a site for a single-family detached dwelling with rear and side lot setback restrictions as provided herein.

1.9 "Golf Course" means that part of the Magnolia Point Development comprising the Magnolia Point Golf Course, together with all improvements thereon.

1.10 "Lot or Lots" when used herein without specific reference to the type of Lot, means all of the Estate, Golf Villa and Clubhome Lots.

1.11 "Multi-Family Lot" means any unimproved parcel within the Platted Property and designated on the Plat for use as a site for multi-family dwellings.

1.12 "Owner" means the record owner of fee simple title to a Lot, a Dwelling Unit, or any portion of a Commercial Parcel.

1.13 "Golf Villa" means any unimproved Lot designated for use on the Plat as a patio lot for a single-family dwelling, but without the side and rear lot setback restrictions as applied to Estate Lots.

1.14 "Clubhome Lot" means any unimproved Lot designated for use on the Plat as a clubhome lot for a single-family dwelling, but without the side and rear lot setback restrictions as applied to Estate Lots.

1.15 "Plat" means the plat of Magnolia Point Golf and Country Club Phase III recorded in Plat Book 25, pages 41 through 44, of the public records of Clay County, Florida, as the same may be amended from time to time. If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, and if any of such property is platted, the term "Plat" shall also refer to the plat of such additional property.

1.16 "The Magnolia Point Development" means the overall development constructed or planned to be constructed on the Magnolia Point Property, including the Golf Course, the Platted Property and all residential, business and recreational projects and improvements located or to be located on such property.

1.17 "Roadways" means those portions of the Platted Property designated on the Plat as streets, together with any real property which may hereafter be platted as Roadways and designated a "private street," or any real property which may be described in a subsequently recorded instrument executed by the Developer reciting that the property therein described shall be deemed to be a "Roadway" and shall be subject to the terms and provisions of this Declaration.

1.18 "Rules Enforcement Committee" means a committee of at least three members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association.

1.19 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

2. USE AND CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

2.1 Residential Purposes. Each Estate, Golf Villa and Clubhome Lot shall be used exclusively for single-family residential purposes only, and no structure shall be erected on any such Lot other than one single-family residence, and appurtenant buildings. Each Multi-Family Lot may be used in accordance with the Planned Unit Development Zoning, which is applicable thereto. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No building or part thereof on any Lot shall be rented separately from the rental of an entire Dwelling Unit. However, the Developer shall have the right to maintain facilities on the Magnolia Point Property for sales and promotional activity, maintenance and recreation, and shall have the right to sell or lease improved or unimproved Lots.

2.2 Approval of All Plans and Specifications. In order to insure the development of the Platted Property as a community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Developer reserves to the Association the exclusive power and discretion to control and approve all improvements placed on any Lot or any Commercial Parcel. No paved area, fence, wall, shrubbery, building, or any other structure or thing shall be placed or maintained upon any Lot or any Commercial Parcel, nor shall any exterior addition, change (including change in exterior colors) or alteration be made to existing improvements thereon until detailed plans and specifications of the same, prepared by a duly licensed architect, engineer, landscape architect or other similarly qualified professional, are submitted to and approved in writing by the Association as to harmony of external design, compliance with the terms of this Declaration and location in relation to surrounding structures and topography. The Association shall have the absolute right to refuse approval of any plans, which in its opinion are not suitable or desirable or do not comply with this Declaration. Notwithstanding the foregoing or anything herein otherwise provided, the Association shall have the right and a perpetual easement to locate, construct and maintain a fence around the perimeter of the Magnolia Point Property or any portion thereof.

Prior to review of the proposed improvements, the Association may require submission of all or any of the following documents, as are applicable to the proposed improvements:

- (a) Site plan showing all property lines, setbacks, easements, existing trees having a diameter of six (6) inches or more, drives, fences and underground trench locations, and existing and proposed surface contours and elevations of the Lot,

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- (b) Floor plan or plans;
- (c) Elevations of all sides of the contemplated structure;
- (d) A summary specification list of proposed materials and samples or photographs, or pictures of exterior materials and colors which cannot be adequately described;
- (e) Landscaping plans; including, but not limited to: sod placement, location and size of plants and associated ground covering and location of sprinkler system.
- (f) Such additional information and materials which, in the opinion of the Association, may reasonably be required for its review.
- (g) A \$1500.00 refundable landscape deposit will be required of every new home permitted. This deposit will be refunded within 30 days of the issuance of a certificate of occupancy is issued by the City of Green Cove Springs, provided the approved landscape plan has been completed and the construction site and surrounding sites have been cleaned and placed back in the natural condition. If the plans are not followed or the surrounding property not cleaned the Association have the right to use said deposit for the completion of the work.

The Association shall preliminarily approve or disapprove proposed improvements within thirty (30) days from its receipt of a written request for its approval from the owner of the property in question, accompanied by all items required for Association review. Failure of the Association to act within such thirty (30) day period shall constitute preliminary approval. Upon preliminary approval, final construction documents or plans shall be submitted to the Association, which shall approve or disapprove such final plans within thirty (30) days after receipt. Failure of the Association to act within that thirty (30) day period shall constitute final approval. Upon approval of the final documents, the work may begin.

The Association may delegate to the Architectural Committee any or all rights of approval granted to the Association pursuant to this Section 2.

2.3 Estate Lot Family Residences: Maximum Height; Minimum Square Footage. No residence or other permitted structure located on an Estate or Clubhome Lot shall be in excess of two and one half stories in height, or shall contain less than 2,000 square feet of heated and air-conditioned enclosed living space for Estate or Clubhome Lots, or 1,200 square feet for Golf Villa Lots, unless written approval of the Association is first secured, which approval may be arbitrarily withheld.

2.4 No permitted structure on a Multi-Family Lot shall be in excess of three stories in height and no Dwelling Unit located thereon shall contain less than 800 square feet of heated and air-conditioned enclosed living space, unless written approval of the Association is first obtained, which approval may be arbitrarily withheld.

2.5 Setback Lines. Except where setback lines are otherwise shown on the Plat, the following setback lines are hereby established for buildings, structures, additions or accessories located on any Estate Lot: (i) 20 feet from the front lot line (the lot line adjacent or nearest to the Roadway furnishing access to such Lot) except that for corner Estate Lots, one front setback may be 20 feet; (ii) 20 feet from the rear lot line or from the top of the bank on any lake front Estate Lot; and (iii) 10 feet from the interior side lot lines of any such Lot. For Golf Villa Lots, Multi-Family Lots or Commercial Parcels, it is recognized that establishment of standard inflexible setback lines may tend to force construction of buildings in such a manner as to have a detrimental effect on privacy, view,

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preservation of natural vegetation and trees, traffic flow and other similar considerations. Accordingly, no specific setback lines are established herein, but the Association shall approve, as a part of its review pursuant to Section 2.2, the precise location and site of all structures to be constructed on any Golf Villa Lot, Multi-Family Lot or Commercial Parcel. The Association shall have the right to increase, decrease or otherwise modify any of the above requirements in the process of approval pursuant to Section 2.2, so long as such changes shall preserve the general harmony of the Magnolia Point Development and shall not materially impair the value or use of the parcel for which such approval is sought or of any other parcel. For the purpose of this Section 2.5, fences, walls and unroofed and unscreened patios shall not be considered part of a building and may be erected outside of setback lines, subject to Association approval as provided in Section 2.2, and other applicable provisions of this Declaration.

2.6 Time of Construction – all homes shall be completed within one year of the commencement of construction which shall be deemed to start when the lot is cleared for construction. If for any reason said construction is halted for more than 180 days, the owner shall remove any and all construction materials and improvements permanent or otherwise and the lot restored to its original condition. Violation of the restriction may result in the maximum daily fine of \$100.

3. GENERAL COVENANTS AND RESTRICTIONS

3.1 Nuisances. No noxious or offensive activities shall be carried on upon any portion of the Platted Property; nor shall anything be done thereon which is or may become a nuisance or annoyance to any resident of the Magnolia Point Development.

3.2 Detached Structures and Objects. None of the following buildings, structures or objects shall be placed on any Lot or Commercial Parcel unless obscured from view from any Roadway, the Golf Course, any adjacent parcel or any other Dwelling Unit: pens, yards and houses for pets, hothouses, greenhouses, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, servants quarters, guest houses, garbage and trash cans and receptacles, "Satellite Dish Receivers", above ground exterior air conditioning, heating and other mechanical equipment and any other structures or objects determined by the Association to be of an unsightly nature or appearance.

3.3 Temporary, Movable Structures. Other than temporary construction sheds and sanitary toilet facilities used during actual construction of the permitted permanent improvements, 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 or Commercial Parcel.

3.4 Grading. No Lot or any other portion of the Platted Property shall be graded, and no changes in elevation of any portion of the Platted Property shall be made which would adversely affect any adjacent property, without the prior written consent of the Association.

3.5 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 such location so as to be hidden from view from any adjacent Dwelling Unit, Lot, Commercial Parcel or Roadway.

3.6 No Window Air Conditioners. No window air conditioner unit shall be installed in any building.

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3.7 Fences, Hedges and Walls. Hedges, fences or walls may not be built or maintained on any portion of any Estate or Clubhome Lot except within the rear or interior side Lot lines and no closer to the front of the Lot than the rear line of the main residence, nor closer to a side street than the line of the main residence abutting such side street, when the residence is situated on a corner Lot. The location, composition and height of any fence, wall or hedge on the Platted Property shall be subject to the approval of the Architectural Committee, which may grant or withhold such approval at its discretion. No fence or wall shall be erected nor hedge maintained on any part of the Platted Property which is higher than six feet from the normal surface of the ground; in addition, where any part of a lot line of any Lot or Commercial Parcel abuts along the Golf Course, no fence, hedge or wall along such lot line shall be permitted, except pursuant to a specific exception granted by the Architectural Committee.

3.8 Antennas. No exterior radio or television aerial or antenna or any other exterior electronic or electric device of any kind shall be installed on any improvement located within the Platted Property until the Association shall have approved the location, size and design thereof and the necessity therefor. This prohibition shall include "Satellite Dish Receivers" over the size of 1 meter. All satellite dish receivers regardless of size must be approved as to location and screening from neighbors and golf course. Such approval may be for a limited period of time or until the occurrence of an event specified in such approval. Approval may be arbitrarily withheld.

3.9 Garages. Each Dwelling Unit located on an Estate or Golf Villa Lot shall have an attached garage. No garage door opening shall face any Roadway, unless an exception is granted by the Architectural Committee, except Golf Villa Lots whose garage doors may face the street. All garage doors must be kept closed except when in use.

3.10 Mail Boxes. There shall be no mail boxes or newspaper boxes or receptacles unless approval therefor is given by the Association as to the location, size and design of such boxes or receptacles.

3.11 Signs. A sign denoting the street address of the residence, located and designed in accordance with approved standards, shall be required on each Dwelling Unit. In addition, one small sign may be used to denote the name of the resident, subject to the prior written approval of the Association with regard to size, shape, design, color and location of such sign. No other signs of any kind shall be displayed to the public view on any Lot, Dwelling Unit, or any vehicle parked on any part of the Platted Property; provided, however, that nothing herein shall be construed to restrict in any manner the Developer or its agents from placing signs and advertising on the Platted Property or any portion thereof.

3.12 Parking, Storage, Repairs, Driveways. No vehicles or boats (including, but not limited to boat trailers, travel trailers, camp trailers and motor homes) or any similar property shall be kept on any part of the Platted Property except such areas as may be specifically reserved and designated for such use, or stored on any Lot except within a garage or an enclosed screened area and except that private passenger automobiles of the occupant of a Dwelling Unit and guests, having no commercial signs, may be temporarily parked in the driveway or parking area of the Dwelling Unit and except that other vehicles may be parked in such driveway or parking area during the time necessary for delivery and pickup service and solely for the purpose of such service. No repairing or overhauling of any vehicle is allowed on any part of a Dwelling Unit, a Lot, or any Roadway. All driveways must be either concrete or asphalt material and must be approved by the Architectural Committee.

3.13 Maintenance by Owners. Each Owner shall maintain his parcel, whether improved or unimproved, in good condition at all times, but no Owner shall cut any living tree having a trunk diameter greater than six (6) inches without the prior approval of the Association. No trash, garbage, rubbish, debris or refuse or unsightly object shall be allowed to be placed, accumulated or suffered to remain anywhere on the Platted Property, unless stored as provided herein.

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3.14 Wash. Outdoor drying of wash must be done in areas that are completely screened from view from any adjacent Dwelling Unit, Lot, Commercial Parcel, Golf Course or any Roadway.

3.15 Animals. Up to two (2) domesticated dogs, cats or birds may be kept in any Dwelling Unit or on any Lot, provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and are not permitted to run free. No other animals, livestock or poultry of any kind shall be kept on any Lot or other portion of the platted property. If the Association, in its sole discretion, determines that any pet is dangerous or an annoyance to the other residents of the Platted Property, or is destructive of wildlife or property, that pet may not thereafter be kept on the Platted Property and shall promptly be removed by the Owner.

3.16 Resubdividing; Replatting; Access Restrictions. Without the prior written approval of the Association, no Lot shall be resubdivided or replatted. In the event of such approved replatting or resubdividing, all of the provisions of this Declaration shall apply to the portion of the Platted Property so resubdivided or replatted and no such resubdividing or replatting shall affect any easement shown on the Plat or reserved in this Declaration except easements reserved along the side lot lines, as provided in Section 4.4, shall only apply to the resubdivided or unplatted Lot. The Association 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 land suitable for use as a residential building site.

3.17 Roadways; Easements; Traffic Control.

(a) All of the Roadways are and shall remain privately owned and shall be the sole and exclusive property of the Developer, its successors, assigns, grantees and nominees, if any. Developer may relocate, extend or close any part of the Roadways, so long as all Owners (and mortgagees) contiguous to that part of any Roadway being relocated, closed or extended, consent thereto and so long as no Owner is denied reasonable access to a public dedicated street at the boundary of the Magnolia Point Property. Developer shall have the sole and absolute right at any time to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein. Whenever Developer so elects, it may assign and convey all interest in the Roadways to the Association and when the Developer is no longer the owner of any Lot in the Magnolia Point Development, it shall assign and convey all interest in the Roadways to the Association and the Association shall accept said interest and the obligation to maintain said property. All costs of such transfer shall be paid by the Association. Upon such conveyance, the Association shall succeed to all rights thereto of the Developer hereunder including, without limiting the generality of the foregoing, the rights reserved to the Developer under subparagraphs (b) and (c) of this Section 3.17.

(b) Developer hereby grants to the present and future owners of the Golf Course and all present and future Owners, and to the lawful occupants of any buildings located within the Platted Property, and to their guests, invitees and domestic help, and to delivery, pickup emergency medical care and fire protection services, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Magnolia Point Property, holders of mortgage liens on the Magnolia Point Property or any part thereof and such other persons as Developer may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways, subject however, to the right of Developer to install, erect, construct and maintain utility lines and facilities in such Roadways. Notwithstanding the foregoing provisions of this paragraph, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in its opinion, may create or participate in a disturbance or nuisance on any part of the Magnolia Point Property and shall have the unrestricted and absolute right to restrict or in any manner limit the ingress of any party through the use of a controlled or guarded entranceway to the Magnolia Point Property upon such terms and conditions as the Developer may reasonably determine.

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(c) In addition, Developer shall have the right, but no obligation, from time to time to control and regulate all types of vehicular traffic and parking on all or any part of the Roadways. 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 Lot or Commercial Parcel, if the location of the same will, in the sole judgment of Developer, obstruct the vision of a motorist upon any of the Roadways. Developer shall also have the right to enforce claims for damage against any Owner responsible for damages to any Roadway. In the event and to the extent that the Roadways referred to in this subsection or easements over and across such Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this paragraph relating to Roadways thereafter shall be of no further force or effect.

3.18 Waterways. All lakes, ponds, creeks and streams (hereinafter "waterways") now existing or which may be hereafter created, within the Magnolia Point Property, shall belong to the Developer unless specifically conveyed by Developer to an Owner as part of a Lot or unless conveyed by Developer to the Association as part of the Common Area. Even if so conveyed, the Developer reserves the right to regulate the level and flow of water therein and all use thereof. No power boats shall be permitted on such waterways and no Owner shall have any right to construct bulkheads, docks, boat houses, piers or other similar facilities on such waterways, nor any right to pump or otherwise remove any water from such waterways for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse in such waterways or on any other portion of the Magnolia Point Property, without the written consent of the Developer. The Developer shall have the sole and absolute right to control the water level of such waterways, to construct bulkheads, docks, piers or other similar facilities and to control the growth and eradication of insects, plants, fowls, reptiles, animals, fish and fungi in and on such waterways, and to control the height, grade and contour of any embankment. Developer may delegate or assign such rights granted herein to the Association.

3.19 Wetland Areas and Conservation Buffers. Prior to initiating any clearing, construction, dredging or filling within the wetland areas or vegetated buffer limits delineated on the recorded plat, the lot owner shall apply to St. John's River Water Management District for a permit modification for such work.

3.20 Common Area. Each Owner shall have the non-exclusive right in common with the Developer and the owner of the Golf Course, to use the Common Area, subject to reasonable rules and regulations for such use enacted by the Association.

3.21 Drainage. No changes in elevation of property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of storm water or which shall result in any alteration of the drainage system for the Platted Property and the lands adjacent to or near the Platted Property, or which in the sole opinion of the Developer, shall in any way effect the drainage system for the benefit of the Platted Property and lands adjacent to the Platted Property without the prior written consent of the Developer. Developer reserves for itself, its successors and assigns, an easement in and over all lakes, streams and waterways in the Magnolia Point Property for drainage of any and all portions thereof.

3.22 The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm water management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

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3.23 The association Board of Directors may suspend for a reasonable period of time, the rights of a member or a members tenant or guests to use the common area. The Association may also impose reasonable fines not to exceed \$100 per violation against any member, tenant or guest violating the governing documents. Prior to imposing either a fine or suspension, a hearing must be held before the Rules and Enforcement Committee to afford the alleged violator an opportunity to be heard on the issue. At least 14 days notice of the hearing must be given. A majority of the committee must vote affirmatively to impose the fine or suspension and no suspension of the common-area-use rights may impair the right of an owner or tenant to have vehicular or pedestrian ingress and egress to and from the community.

3.24 Additional Covenants and Restrictions. Other than the Developer, no Owner of any part of the Platted Property shall without the prior written approval of the Association, impose any additional covenants or restrictions on any part of the Platted Property.

4. UTILITY SERVICES

4.1 Water and Sewer. The City of Green Cove Springs or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the Platted Property. No well of any kind shall be constructed on any Lot or Commercial Parcel to provide potable water for use thereon, and no potable water shall be used except potable water which is obtained from the City of Green Cove Springs, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for air-conditioning, irrigation or the filling of swimming pools. All sewage from any improvement on the Platted Property must be disposed of through the sewage lines and disposal plant owned or controlled by the City of Green Cove Springs, or its successors or assigns.

4.2 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots and Commercial Parcels only by parties, companies or agencies approved by the Association and each Owner agrees to pay when due the periodic charges or rates for such garbage collection service made by the party providing same.

4.3 Utility Lines Underground. Unless the Association expressly consents in writing, all telephone, electric and other utility lines on the Platted Property shall be located underground so as not to be visible.

4.4 Easements. The Developer, for itself and its successors and assigns, hereby reserves perpetual, alienable easements, privileges and rights on, under and across the Roadways, across all lakes and waterways, as well as a strip 15 feet in width around the perimeter of all lakes and waterways, a strip 10 feet in width along the front line of each Lot and each Commercial Parcel, a strip 10 feet in width along the rear lot lines of each Lot and each Commercial Parcel, and a strip 10 feet in width along the side lot lines of each Lot and each Commercial Parcel, for access, drainage purposes and for the use of electric, telephone, cable TV, sewerage, water, gas and other public and private utilities. Additional easements may be reserved or granted by the Developer at any time prior to the time any Lot or Commercial Parcel affected by such easements is conveyed by the Developer to a third party. Within the easement areas, no structure or other improvements or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities and the Owners shall bear the risk of loss of any such structure, improvement or landscaping except as otherwise provided in Section 2.2. Notwithstanding such restrictions, all easement areas, areas within any setback line, and all improvements therein, shall be maintained continuously by the Owner. All utility lines serving one Lot or Commercial Parcel only from the point where such line connects to the main line shall be maintained by the Owner of that Lot or Commercial Parcel.

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5. ASSESSMENTS

The Association shall have the authority to levy assessments as provided herein against the Dwelling Units, the Lots, and any Commercial Parcel, and each Dwelling Unit, Lot and Commercial Parcel is subjected thereto as hereinafter provided:

5.1 Purposes. The Association may levy assessments for the purpose of enabling the Association:

- (a) To pay all ad valorem taxes assessed against the portions of the Magnolia Point Property used in common by all Owners, including Roadways and appurtenant security facilities, waterways, and other common areas, whether or not owned by or leased to the Association;
- (b) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes payable by the Association;
- (c) To pay all expenses required for the reasonable repair and maintenance of the portions of the Magnolia Point Property described in subsection (a) above, including, without limitation, paving, irrigation, landscaping, drainage and for the reasonable repair and maintenance and insurance of any buildings or other improvements owned by or leased to Association;
- (d) To pay all expenses of providing security for the Magnolia Point Property including salaries of security personnel, maintenance of security gate houses and other related facilities, insurance on security gate houses and related facilities and any and all other expenses incurred in providing such security;
- (e) To pay for the expense of lighting the Roadways, including replacement of bulbs, poles (if any), wiring and any and all other expenses in connection therewith;
- (f) To pay for all expenses incurred in providing mosquito and other pest control for the Magnolia Point Property;
- (g) To pay for all expenses incurred in connection with providing fire protection for the Magnolia Point Property;
- (h) To pay for the expense of maintenance, improvement and operation of drainage easements and facilities;
- (i) To pay for the expenses of maintaining, repairing and replacing directional markers, signs and traffic control devices and costs of controlling and regulating traffic on the Roadways;
- (j) To pay all charges of trash and garbage collection and removal unless a separate charge is made to each Owner by the company providing such service (any such expense for the Golf Course shall be paid by the Owners thereof and shall not be an Association expense);
- (k) To pay for all expenses of operating the Association, including without limitation, management fees, legal and accounting fees, payroll and general office operating expenses, and the expenses of doing any and all other things necessary or desirable in the judgment of the Board to keep the Magnolia Point Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, and to pay for such other expenses including, but not limited to, liability insurance, which in the judgment of the Board may be of general benefit to the residents of the Magnolia Point Development;

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(l) To repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein;

(m) To pay for such other benefits and services to the Owners as may be determined appropriate from time to time by the Board;

(n) To accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board in the expenditure of such funds shall be final. The Association in its discretion may hold such funds invested or uninvested, and may reserve such portions of the funds as it determines advisable for expenditure in years following the year for which the regular maintenance assessment was assessed.

5.2 Regular Assessments.

(a) Except as provided in Section 5.6, each Lot and each Commercial Parcel is hereby subjected to regular maintenance assessments as provided below, payable on a monthly basis (unless otherwise determined by the Board) beginning with the 1st day of the first full month following the date of original sale of such property by the Developer to a third party, and continuing on the first day of each month thereafter. The Assessments shall be uniform in dollar amount for each category (ex. Lots) and shall be set by the Board, subject to approval of the Association. The regular maintenance assessment may be adjusted by the Board as required to meet the expenses and other charges for which same are assessed. Regular maintenance assessments shall become delinquent if not paid within 15 days after their due date for which assessed and shall bear interest at the rate of eighteen percent (18%) per annum from that date until paid.

(b) Initial Regular Maintenance Assessments are established as follows:

- (i) Estate Lots - \$540 per year;
- (ii) Patio Lots - \$480 per year;
- (iii) Unimproved Multi-Family Lots and Commercial Parcels - \$500 per year per acre located therein;
- (iv) Improved Multi-Family Lots - \$360 per year for each multi-family unit constructed thereon; and
- (v) Improved Commercial Parcels - \$400 per year for each 2,000 square feet of heated and cooled floor space contained within improvements located thereon.

Assessment as an "improved parcel" shall not begin until completion of construction of the improvements to be located thereon; and whenever the assessment begins for an "improved parcel" as provided above, all previously applicable assessments shall cease.

5.3 Increase in Assessments. The maximum amount of any regular maintenance assessment imposed by the Board shall not exceed the amounts shown in Section 5.2 above for a period of 12 months following the initial recording of this Declaration. Thereafter, the regular maintenance assessment may be increased by no more than ten (10%) per cent of the regular assessment for the immediately preceding month. In

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the event of any such increase, such assessment shall not be thereafter increased for a period of twelve (12) months. The right to make adjustments to the regular maintenance assessment shall be cumulative and the Board's failure to increase the regular maintenance assessment for one or more years (or a part of a year) shall not preclude adjustments being made to compensate for those years (or parts of a year) at a later time. However, in no event shall the regular maintenance assessment be cumulatively increased by an amount greater than thirty (30%) percent of the regular assessment for the immediately preceding month. Notwithstanding the foregoing, the regular maintenance assessment for any category listed in Section 5.2 may be increased in excess of the amounts set forth above and more frequently than set forth above if such increase is approved by a majority vote of Owners (other than the Developer) in each such category of assessment.

5.4 Special Assessments. The Association shall have the power to impose special assessments to meet expenses of an extraordinary or emergency nature, provided that if the sum of all special assessments in any 12 month period exceeds 50% of the then applicable regular annual assessment, then such special assessment must be approved by not less than 75% of Owners (other than the Developer) to whom such assessment is applicable. Any special assessment which is not paid within fifteen (15) days after the Owner receives written notice of such assessment shall bear interest at the rate of eighteen percent (18%) per annum unless otherwise specified.

5.5 Privately Owned Golf Course. The Golf Course is owned by the Developer. It is operated as a private golf course and country club (the "Club") for the benefit of club members. Club membership is a privilege extended by the owner of the Golf Course and purchase of a Lot, Dwelling Unit or Commercial Parcel does not automatically include any ownership rights or membership privileges in the Golf Course. Owners desiring to join the Club must apply for membership and be approved therefore pursuant to rules and regulations of the Club. The "Club-House", Maintenance Barn, Cart Barn and Stables are also owned by the Developer.

5.6 Platted Property of Developer. Notwithstanding anything herein to the contrary, no assessment shall be charged and no lien shall attach against any Lot, Dwelling Unit, Commercial Parcel or other portion of the Platted Property so long as same is owned by the Developer and the Developer shall not be required to pay any such assessments, it being understood that the Developer will bear much of the expense of the Association until the Association is self-supporting from assessments levied against Owners of Lots or Dwelling Units purchased from the Developer.

5.7 Lien. Each regular and special assessment and interest thereon as provided herein shall constitute a debt from the owner of the property against which the same shall be assessed, and shall be secured by a lien upon that property and all improvements thereon. Such lien shall attach as of the date a notice of lien is filed with the Clerk of the Circuit Court of Clay County, Florida, and may be enforced as any other lien in Florida by foreclosure or by any other proceeding in equity or at law and the Association shall be entitled to recover all costs, including reasonable attorneys fees in such proceedings. Each such lien shall be subordinate and inferior to the lien of any institutional mortgage encumbering such property if that mortgage was recorded in the public records of Clay County, Florida, prior to the recording date of such lien. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid assessments, if any, against the property of such Owner or mortgagee.

6. MEMBERS AND VOTING RIGHTS

6.1 Memberships. Every Owner and the Developer shall be a member of the Association as provided below.

6.2 Classes. Membership shall be divided into two classes as follows:

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(a) The Class A members shall be all Owners (other than the Developer, as long as Class B membership shall exist) of Lots, Dwelling Units or Commercial Parcels.

(b) The Class B member shall be the Developer, or its successors and assigns.

Class A memberships shall be appurtenant to ownership of a Lot, a Dwelling Unit or a Commercial Parcel and shall not be separated from such ownership.

6.3 Voting Rights. Until such time as the Developer has conveyed to third parties all the Lots and Dwelling Units within the Magnolia Point Development, the Class B member shall have sole voting rights in the Association and the Class A members shall have no voting rights except as to matters specifically set forth herein and except for altering or amending the Articles of Incorporation or Bylaws of the Association, which rights shall be as provided in the Articles of Incorporation. Thereafter, voting rights shall be as follows: Each Class A member shall have one vote for each lot owned on all matters to come before the Association.

7. RIGHTS OF DEVELOPER

In addition to rights elsewhere reserved, Developer hereby reserves to itself, its successors and assigns, the following rights and privileges:

7.1 Rights Regarding Temporary Structures, Etc. Developer hereby reserves the right to erect or maintain such dwellings, model houses, sales offices or other structures, and commercial and display signs as Developer, in its sole discretion, may deem advisable for development and marketing purposes. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

7.2 Enforcement by Developer. Developer reserves the right, but shall have no obligation, to enter upon any Dwelling Unit, Lot or Commercial Parcel to remove rubbish, signs, structures, plants or other things or to take such other action, all at the expense of the Owner, as Developer deems necessary in order to enforce this Declaration. Such entry, enforcement and removal shall not be deemed a trespass or make Developer liable in any respect for any damages on account thereof. The Owner of such Dwelling Unit or Lot shall pay Developer on demand the actual cost of such enforcement plus ten percent (10%) of the cost in performing such service as a service fee. In the event that such charges shall not be paid on demand, such charges shall bear interest at the maximum legal rate of interest from the date of demand. All Dwelling Units, Lots and Commercial Parcels shall be subject to a lien in favor of the Developer for all such costs and fees and Developer may, at its option, bring an action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days notice of an intention to file a claim of lien against a Dwelling Unit, Lot or Commercial Parcel, may file and thereafter foreclose such lien.

8. AMENDMENT

8.1 Amendment by Developer Without Owner Approval. Developer reserves the right, without prior approval of any Owner:

(a) To designate any lots shown on the plat as either a "Multi-Family Lot(s)" or a Golf Villa Lot(s).

(b) To amend this Declaration for any other purpose so long as such amendment shall conform to the general purposes and standards set forth herein and shall not materially and adversely affect the rights of any Owner;

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(c) To amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions set forth herein;

(d) To include in any contract for sale, deed, or other instrument hereafter made, any additional covenants other than those set forth herein which do not lower the standards of this Declaration;

(e) To release any Dwelling Unit, Lot, Commercial Parcel or other portion of the Platted Property from any part of the covenants set forth in this Declaration which have been violated, if the Developer, in its sole discretion, determines such violation or violations to be minor or insubstantial and to make exceptions, without prior approval of any Owner, to the covenants and restrictions set forth in Sections 2 and 3 hereof if Developer deems such exception to be in the best interest of Magnolia Point Development;

(f) To file an amendment to this Declaration for the purpose of submitting other property to the terms and provisions of this Declaration, it being specifically understood that Developer owns additional land within the overall Magnolia Point Development which Developer intends to include under these covenants at some time in the future. Any such amendment may contain such additions or modifications as Developer shall provide, so long as such additions or modifications to these covenants do not materially increase the membership obligations or expenses appurtenant to any existing Dwelling Unit, Lot or Commercial Parcel in the Magnolia Point Development. Such an amendment may be accomplished by filing a statement among the public records of Clay County incorporating such terms, covenants and restrictions of this Declaration as are applicable to the property included within such amendment or by adopting all or part of this Declaration by reference in a deed conveying such other property or in any other appropriate instrument or by Developer executing and filing an amended or restated declaration.

8.2 Any amendment to the Covenants and Restrictions which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

8.3 Amendment With Owner Approval. In addition to the rights of the Developer to amend this Declaration as reserved in Section 8.1, and notwithstanding the limitations on voting rights set forth in Section 6, this Declaration may be amended at any time upon the request of the Developer, if such requested amendment is approved by the affirmative vote of 75% of votes cast by Owners other than the Developer at a duly called meeting of the Association, the notice for which meeting has contained notice of the proposed amendment. Upon the approval of any such amendment, the President and Secretary of the Association shall execute and record the same in the public records of Clay County, Florida.

9. ENFORCEMENT

9.1 The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.

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10. CENTRAL TELECOMMUNICATION RECEIVING AND DISTRIBUTION SYSTEM

10.1 Cable TV Developer hereby reserves unto itself, its successors and assigns, an exclusive easement for installing, maintaining and supplying the services of any central telecommunication receiving and distribution system serving the Platted Property, including the right to connect any central telecommunication receiving and distribution system to such source as Developer may, in its sole discretion, deem appropriate, for which service Developer, its successors and assigns, shall have the right to charge the Association and/or individual Owners for CATV service to single-family residents as from time to time defined by the Ordinances of Clay County, Florida.

11. MISCELLANEOUS

11.1 Remedies for Violation. In addition to Developer's rights as reserved in Section 7.2, Developer, any Owner or the Association shall be entitled to bring actions at law for damages or in equity for injunctions against those parties violating or attempting to violate this Declaration, for the purpose of curing, correcting, preventing or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including, but not limited to reasonable attorney's fees, incurred by Developer, any Owner or the Association to cure, correct, prevent, or enjoin any violation of the terms of this Declaration shall be recoverable against the party causing such violation. All remedies herein shall be cumulative to any and all other remedies provided elsewhere herein or at law or equity. The failure to bring any action to enforce this Declaration or to correct any violation of this Declaration shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Owner or any other party against the Developer or the Association.

11.2 Term. The terms and provisions of this Declaration shall run with the title to the Platted Property and any part thereof and unless otherwise altered or terminated in accordance with the terms and provisions herein, shall bind all persons in interest, all Owners and their heirs, legal representatives, successors and assigns until December 31, 2115, at which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless, by mutual agreement of not less than 80% in number of the Owners, this Declaration shall be terminated in whole or in part; provided, however, and notwithstanding the foregoing, the easements herein shall be perpetual.

11.3 Disclaimer. Neither the Developer nor the Association shall be liable to any Owner or other person for any loss or damage arising from any cause whatsoever, including without limitation the provision of, failure to provide, or negligence in provision of security, maintenance, repairs or other services by the Developer or the Association or either of them.

11.4 Invalidity of Part. The invalidation of any one of the terms or provisions of this Declaration shall in no wise affect any other provisions, which provisions shall remain in full force and effect.

11.5 Headings. The section headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.6 Evidence of Approval. All approvals required in this Declaration shall be evidenced by a certificate or other writing signed by the party giving such approval.

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11.7 Assignment of Developer. The Developer shall have the sole and exclusive right at any time to transfer and assign any or all rights, powers, privileges, authorities and reservations it may have under any paragraph of this Declaration to such other person or entity as it shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

MAGNOLIA POINT JOINT VENTURE, LTD.
a Florida Limited Partnership

By: Magnolia Point Investors, Inc.,
a Florida corporation
GENERAL PARTNER

By: Bert V. Royal, Vice President

STATE OF FLORIDA
COUNTY OF CLAY

Before me personally appeared Bert V. Royal, Vice President of Magnolia Point Investors, Inc., General Partner of Magnolia Point Joint Venture, Ltd., to me well known to be the person described in and who executed the foregoing document and he duly acknowledged before me that he executed the same for the purposes therein expressed as the act and deed of said corporation and said partnership.

Witness my hand and official seal in said County and State this 17th day of August, 1999.

Sara M. Gallagher
Notary Public, State of Florida

My commission expires:



16 -
see # 13
for
amendment

300# 1133 PAGE 499

MAGNOLIA POINT
GOLF AND COUNTRY CLUB
PHASE IIDECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made as of 28 March, 1981 by
MAGNOLIA POINT JOINT VENTURE, a Florida general partnership (the
"Developer") whose address is 5670 Clubhouse Drive, Green Cove
Springs, Florida:

W I T N E S S E T H:

WHEREAS, Developer is the owner of approximately 950 acres
of land in Clay County, Florida, (the "Magnolia Point Property")
and; intends to develop the Magnolia Point Property into a
residential and recreational community and in that regard desires
to protect and enhance the value of such property by establishing
certain standards and restrictions subject to which certain
portions thereof shall be used and conveyed; and

WHEREAS, Developer now desires to subject a portion of the
Magnolia Point Property described on Exhibit A attached hereto
(the "Platted Property") to the terms and conditions of these
covenants:

NOW, THEREFORE, Developer hereby declares that all of the
Platted Property shall be held, sold, and conveyed subject to
the following easements, restrictions, covenants, and conditions,
which shall run with title to the Platted Property and shall be
binding upon all parties having any right, title or interest in
the Platted Property or any part thereof, their heirs,
successors, and assigns, and shall inure to the benefit of each
owner thereof, and the grantee of any deed to any part of the
Platted Property shall be deemed by the acceptance of such deed
to have agreed to all such covenants, conditions, easements and
restrictions:

1. DEFINITIONS

As used in this Declaration, the terms below shall have the
following meanings:

1.1 "Architectural Committee" means a committee composed of
three or more Persons, appointed by the Board to exercise the
functions delegated to it by the Board in connection with review
and approval of architectural plans for improvements on the
Magnolia Point Property.

1.2 "Association" means Magnolia Point Community
Association, Inc., a Florida non-profit corporation. Unless
otherwise specified herein, any actions required of the
Association herein may be taken by its Board of Directors,
defined hereinafter.

1.3 "Board" means the Board of Directors of the Association,
which has been duly elected and qualified in accordance with the
Articles of Incorporation and By-Laws of the Association.

1.4 "Commercial Parcel" means any portion of the Magnolia
Point Property shown on the Plat as commercial land or otherwise
designated by Developer for commercial or business use, whether
improved or unimproved.

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1.5 "Common Area" means those portions of the Magnolia Point Property, if any, conveyed by the Developer to the Association for the use and enjoyment of all Owners.

1.6 "Developer" means Magnolia Point Joint Venture, a Florida General Partnership and its successors, assigns, nominees and designees.

1.7 "Dwelling Unit" means any improved property located within the Platted Property and intended for use as a family housing unit. A parcel of land shall be deemed unimproved until all improvements being constructed thereon are substantially complete.

1.8 "Estate Lot" means any subdivision lot shown on the Plat and not designated as either Patio or Multi-family and intended for use as a site for a single family detached dwelling with rear and side lot setback restrictions as provided herein.

1.9 "Golf Course" means that part of the Magnolia Point Development comprising the Magnolia Point Golf Course, together with all improvements thereon.

1.10 "Lot or Lots" when used herein without specific reference to the type of Lot, means all of the Estate, Patio and Multi-Family Lots.

1.11 "Multi-Family Lot" means any unimproved parcel within the Platted Property and designated on the Plat for use as a site for multi-family dwellings.

1.12 "Owner" means the record owner of fee simple title to a Lot, a Dwelling Unit, or any portion of a Commercial Parcel.

1.13 "Patio Lot" means any unimproved Lot designated for use on the Plat as a patio lot for a single family dwelling but without the side and rear lot setback restrictions as applied to Estate Lots.

1.14 "Plat" means the plat of Magnolia Point Golf and Country Club Phase II, recorded in Plat Book 22, pages 20 through 30, of the public records of Clay County, Florida, as the same may be amended from time to time. If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, and if any of such property is platted, the term "Plat" shall also refer to the plat of such additional property.

1.15 "The Magnolia Point Development" means the overall development constructed or planned to be constructed on the Magnolia Point Property, including the Golf Course, the Platted Property and all residential, business and recreational projects and improvements located or to be located on such property.

1.16 "Roadways" means those portions of the Platted Property designated on the Plat as streets, together with any real property which may hereafter be platted as Roadways and designated a "private street," or any real property which may be described in a subsequently recorded instrument executed by the Developer reciting that the property therein described shall be deemed to be a "Roadway" and shall be subject to the terms and provisions of this Declaration.

2. USE AND CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

2.1 Residential Purposes. Each Estate and Patio Lot shall be used exclusively for single-family residential purposes only, and no structure shall be erected on any such Lot other than one single family residence, and appurtenant buildings. Each Multi-

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Family Lot may be used in accordance with the Planned Unit Development Zoning which is applicable thereto. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No building or part thereof on any Lot shall be rented separately from the rental of an entire Dwelling Unit. However, the Developer shall have the right to maintain facilities on the Magnolia Point Property for sales and promotional activity, maintenance and recreation, and shall have the right to sell or lease improved or unimproved Lots.

2.2 Approval of All Plans and Specifications. In order to insure the development of the Platted Property as a community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Developer reserves to the Association the exclusive power and discretion to control and approve all improvements placed on any Lot or any Commercial Parcel. No paved area, fence, wall, shrubbery, building, or any other structure or thing shall be placed or maintained upon any Lot or any Commercial Parcel, nor shall any exterior addition, change (including change in exterior colors) or alteration be made to existing improvements thereon until detailed plans and specifications of the same, prepared by a duly licensed architect, engineer, landscape architect or other similarly qualified professional, are submitted to and approved in writing by the Association as to harmony of external design, compliance with the terms of this Declaration and location in relation to surrounding structures and topography. The Association shall have the absolute right to refuse approval of any plans which in its opinion are not suitable or desirable or do not comply with this Declaration. Notwithstanding the foregoing or anything herein otherwise provided, the Association shall have the right and a perpetual easement to locate, construct and maintain a fence around the perimeter of the Magnolia Point Property or any portion thereof.

Prior to review of the proposed improvements, the Association may require submission of all or any of the following documents, as are applicable to the proposed improvements:

- (i) Site plan showing all property lines, setbacks, easements, existing trees having a diameter of six (6) inches or more, drives, fences and underground trench locations, and existing and proposed surface contours and elevations of the Lot;
- (ii) Floor plan or plans;
- (iii) Elevations of all sides of the contemplated structure;
- (iv) A summary specification list of proposed materials and samples or photographs, or pictures of exterior materials and colors which cannot be adequately described;
- (v) Landscaping plans, including but not limited to: sod placement, location and size of plants and associated ground covering and location of sprinkler system;
- (vi) Such additional information and materials which, in the opinion of the Association, may reasonably be required for its review.

The Association shall preliminarily approve or disapprove proposed improvements within thirty (30) days from its receipt of a written request for its approval from the owner of the property in question, accompanied by all items required for Association review. Failure of the Association to act within such thirty (30) day period shall constitute preliminary

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approval. Upon preliminary approval, final construction documents or plans shall be submitted to the Association, which shall approve or disapprove such final plans within thirty (30) days after receipt. Failure of the Association to act within that thirty (30) day period, shall constitute final approval. Upon approval of the final documents, the work may begin.

The Association may delegate to the Architectural Committee any or all rights of approval granted to the Association pursuant to this Section 2.

2.3 Single Family Residences: Maximum Height; Minimum Square Footage. No residence or other permitted structure located on an Estate or Patio Lot shall be in excess of two and one half stories in height, or shall contain less than 2,000 square feet of heated and air-conditioned enclosed living space for Estate Lots or 1,000 square feet for Patio Lots, unless written approval of the Association is first secured, which approval may be arbitrarily withheld.

2.4 Multi-Family Residences: Maximum Height; Minimum Square Footage. No residence or other permitted structure on a Multi-Family Lot shall be in excess of three stories in height and no Dwelling unit located thereon shall contain less than 800 square feet of heated and air conditioned enclosed living space, unless written approval of the Association is first obtained, which approval may be arbitrarily withheld.

2.5 Setback Lines. Except where setback lines are otherwise shown on the Plat, the following setback lines are hereby established for buildings, structures, additions or accessories located on any Estate Lot: (i) 25 feet from the front lot line (the lot line adjacent or nearest to the Roadway furnishing access to such lot) except that for corner Estate Lots, one front setback may be 20 feet; (ii) 10 feet from the rear lot line or from the top of the bank on any lake front Estate Lot; and (iii) 10 feet from the interior side lot lines of any such lot. For Patio Lots, Multi-Family Lots or Commercial Parcels, it is recognized that establishment of standard inflexible setback lines may tend to force construction of buildings in such a manner as to have a detrimental effect on privacy, view, preservation of natural vegetation and trees, traffic flow and other similar considerations. Accordingly, no specific setback lines are established herein but the Association shall approve, as a part of its review pursuant to Section 2.2, the precise location and site of all structures to be constructed on any Patio Lot, Multi-Family Lot or Commercial Parcel. The Association shall have the right to increase, decrease or otherwise modify any of the above requirements in the process of approval pursuant to Section 2.2, so long as such changes shall preserve the general harmony of the Magnolia Point Development and shall not materially impair the value or use of the parcel for which such approval is sought or of any other parcel. For the purpose of this Section 2.5, fences, walls and unroofed and unscreened patios shall not be considered part of a building and may be erected outside of setback lines, subject to Association approval as provided in Section 2.2, and other applicable provisions of this Declaration.

3. GENERAL COVENANTS AND RESTRICTIONS

3.1 Nuisances. No noxious or offensive activities shall be carried on upon any portion of the Platted Property; nor shall anything be done thereon which is or may become a nuisance or annoyance to any resident of the Magnolia Point Development.

3.2 Detached Structures and Objects. None of the following buildings, structures or objects shall be placed on any Lot or Commercial Parcel unless obscured from view from any Roadway, the Golf Course, any adjacent parcel or any other Dwelling Unit:

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pens, yards and houses for pets, hothouses, greenhouses, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, servants quarters, guest houses, garbage and trash cans and receptacles, "Satellite Dish Receivers", above ground exterior air conditioning, heating and other mechanical equipment and any other structures or objects determined by the Association to be of an unsightly nature or appearance.

1.3 Temporary, Movable Structures. Other than temporary construction sheds and sanitary toilet facilities used during actual construction of the permitted permanent improvements, 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 or Commercial Parcel.

1.4 Grading. No Lot or any other portion of the Platted Property shall be graded, and no changes in elevation of any portion of the Platted Property shall be made which would adversely affect any adjacent property, without the prior written consent of the Association.

1.5 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 such location so as to be hidden from view from any adjacent Dwelling Unit, Lot, Commercial Parcel or Roadway.

1.6 No Window Air Conditioners. No window air conditioner unit shall be installed in any building.

1.7 Fences, Hedges and Walls. Hedges, fences or walls may not be built or maintained on any portion of any Estate or Patio Lot except within the rear or interior side lot lines and no closer to the front of the Lot than the rear line of the main residence, nor closer to a side street than the line of the main residence abutting such side street, when the residence is situated on a corner Lot. The location, composition and height of any fence, wall or hedge on the Platted Property shall be subject to the approval of the Architectural Committee, which may grant or withhold such approval at its discretion. No fence or wall shall be erected nor hedge maintained on any part of the Platted Property which is higher than six feet from the normal surface of the ground; in addition, where any part of a lot line of any Lot or Commercial Parcel abuts along the Golf Course, no fence, hedge or wall along such lot line shall be permitted, except pursuant to a specific exception granted by the Architectural Committee.

1.8 Antennas. No exterior radio or television aerial or antenna or any other exterior electronic or electric device of any kind shall be installed on any improvement located within the Platted Property until the Association shall have approved the location, size and design thereof and the necessity therefor. This prohibition shall include "Satellite Dish Receivers". Such approval may be for a limited period of time or until the occurrence of an event specified in such approval.

1.9 Garages. Each Dwelling Unit located on an Estate or Patio Lot shall have an attached garage. No garage door opening shall face any Roadway, unless an exception is granted by the Architectural Committee. All garage doors must be kept closed except when in use.

1.10 Mail Boxes. There shall be no mail boxes or newspaper boxes or receptacles unless approval therefor is given by the Association as to the location, size and design of such boxes or receptacles.

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3.11 Signs. A sign denoting the street address of the residence, located and designed in accordance with approved standards, shall be required on each Dwelling Unit. In addition, one small sign may be used to denote the name of the resident, subject to the prior written approval of the Association with regard to size, shape, design, color and location of such sign. No other signs of any kind shall be displayed to the public view on any Lot, Dwelling Unit, or any vehicle parked on any part of the Platted Property; provided, however, that nothing herein shall be construed to restrict in any manner the Developer or its agents from placing signs and advertising on the Platted Property or any portion thereof.

3.12 Parking; Storage; Repairs; Driveways. No vehicles or boats (including but not limited to boat trailers, travel trailers, camp trailers and motor homes) or any similar property shall be kept on any part of the Platted Property except such areas as may be specifically reserved and designated for such use, or stored on any Lot except within a garage or an enclosed screened area and except that private passenger automobiles of the occupant of a Dwelling Unit and guests, having no commercial signs, may be temporarily parked in the driveway or parking area of the Dwelling Unit and except that other vehicles may be parked in such driveway or parking area during the time necessary for delivery and pickup service and solely for the purpose of such service. No repairing or overhauling of any vehicle is allowed on any part of a Dwelling Unit, a Lot, or any Roadway. All driveways must be either concrete or asphalt material and must be approved by the Architectural Committee.

3.13 Maintenance by Owners. Each Owner shall maintain his parcel, whether improved or unimproved, in good condition at all times, but no Owner shall cut any living tree having a trunk diameter greater than six (6) inches without the prior approval of the Association. No trash, garbage, rubbish, debris or refuse or unsightly object shall be allowed to be placed, accumulated or suffered to remain anywhere on the Platted Property, unless stored as provided herein.

3.14 Wash. Outdoor drying of wash must be done in areas that are completely screened from view from any adjacent Dwelling Unit, Lot, Commercial Parcel, Golf Course or any Roadway.

3.15 Animals. Up to two (2) domesticated dogs, cats or birds may be kept in any Dwelling Unit or on any Lot, provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and are not permitted to run free. No other animals, livestock or poultry of any kind shall be kept on any Lot or other portion of the Platted Property. If the Association, in its sole discretion, determines that any pet is dangerous or an annoyance to the other residents of the Platted Property, or is destructive of wildlife or property, that pet may not thereafter be kept on the Platted Property and shall promptly be removed by the Owner.

3.16 Resubdividing; Replatting; Access Restrictions. Without the prior written approval of the Association, no Lot shall be resubdivided or replatted. In the event of such approved replatting or resubdividing, all of the provisions of this Declaration shall apply to the portion of the Platted Property so resubdivided or replatted and no such resubdividing or replatting shall affect any easement shown on the Plat or reserved in this Declaration except easements reserved along the side lot lines, as provided in Section 4.4. shall only apply to the resubdivided or unplatted Lot. The Association 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 land suitable for use as a residential building site.

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3.17 Roadways; Easements; Traffic Control.

(a) All of the Roadways are and shall remain privately owned and shall be the sole and exclusive property of the Developer, its successors, assigns, grantees and nominees, if any. Developer may relocate, extend or close any part of the Roadways, so long as all Owners (and mortgagees) contiguous to that part of any Roadway being relocated, closed or extended, consent thereto and so long as no Owner is denied reasonable access to a public dedicated street at the boundary of the Magnolia Point Property. Developer shall have the sole and absolute right at any time to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein. Whenever Developer so elects, it may assign and convey all interest in the Roadways to the Association and when the Developer is no longer the owner of any lot in the Magnolia Point Development, it shall assign and convey all interest in the Roadways to the Association. All costs of such transfer shall be paid by the Association. Upon such conveyance, the Association shall succeed to all rights thereto of the Developer hereunder including, without limiting the generality of the foregoing, the rights reserved to the Developer under subparagraphs (b) and (c) of this Section 3.17.

(b) Developer hereby grants to the present and future owners of the Golf Course and all present and future Owners, and to the lawful occupants of any buildings located within the Platted Property, and to their guests, invitees and domestic help, and to delivery, pickup emergency medical care and fire protection services, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Magnolia Point Property, holders of mortgage liens on the Magnolia Point Property or any part thereof and such other persons as Developer may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways, subject however, to the right of Developer to install, erect, construct and maintain utility lines and facilities in such Roadways. Notwithstanding the foregoing provisions of this paragraph, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in its opinion, may create or participate in a disturbance or nuisance on any part of the Magnolia Point Property and shall have the unrestricted and absolute right to restrict or in any manner limit the ingress of any party through the use of a controlled or guarded entranceway to the Magnolia Point Property upon such terms and conditions as the Developer may reasonably determine.

(c) In addition, Developer shall have the right, but no obligation, from time to time to control and regulate all types of vehicular traffic and parking on all or any part of the Roadways. 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 Lot or Commercial Parcel, if the location of the same will, in the sole judgment of Developer, obstruct the vision of a motorist upon any of the Roadways. Developer shall also have the right to enforce claims for damage against any Owner responsible for damages to any Roadway. In the event and to the extent that the Roadways referred to in this subsection or easements over and across such Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this paragraph relating to Roadways thereafter shall be of no further force or effect.

3.18 Waterways. All lakes, ponds, creeks and streams (hereinafter "waterways") now existing or which may be hereafter created, within the Magnolia Point Property shall belong to the

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Developer unless specifically conveyed by Developer to an Owner as part of a Lot or unless conveyed by Developer to the Association as part of the Common Area. Even if so conveyed, the Developer reserves the right to regulate the level and flow of water therein and all use thereof. No power boats shall be permitted on such waterways and no Owner shall have any right to construct bulkheads, docks, boat houses, piers or other similar facilities on such waterways, nor any right to pump or otherwise remove any water from such waterways for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse in such waterways or on any other portion of the Magnolia Point Property, without the written consent of the Developer. The Developer shall have the sole and absolute right to control the water level of such waterways, to construct bulkheads, docks, piers or other similar facilities and to control the growth and eradication of insects, plants, fowls, reptiles, animals, fish and fungi in and on such waterways, and to control the height, grade and contour of any embankment. Developer may delegate or assign such rights granted herein to the Association.

3.19 Common Area. Each Owner shall have the non-exclusive right in common with the Developer and the owner of the Golf Course, to use the Common Area, subject to reasonable rules and regulations for such use enacted by the Association.

3.20 Drainage. No changes in elevation of property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of storm water or which shall result in any alteration of the drainage system for the Platted Property and the lands adjacent to or near the Platted Property, or which in the sole opinion of the Developer, shall in any way effect the drainage system for the benefit of the Platted Property and lands adjacent to the Platted Property without the prior written consent of the Developer. Developer reserves for itself, its successors and assigns, an easement in and over all lakes, streams and waterways in the Magnolia Point Property for drainage of any and all portions thereof.

3.21 Additional Covenants and Restrictions. Other than the Developer, no Owner of any part of the Platted Property shall without the prior written approval of the Association, impose any additional covenants or restrictions on any part of the Platted Property.

4. UTILITY SERVICES

4.1 Water and Sewer. The City of Green Cove Springs or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the Platted Property. No well of any kind shall be constructed on any Lot or Commercial Parcel to provide potable water for use thereon, and no potable water shall be used except potable water which is obtained from the City of Green Cove Springs, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for air-conditioning, irrigation or the filling of swimming pools. All sewage from any improvement on the Platted Property must be disposed of through the sewage lines and disposal plant owned or controlled by the City of Green Cove Springs, or its successors or assigns.

4.2 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots and Commercial Parcels only by parties, companies or agencies approved by the Association and each Owner agrees to pay when due the periodic charges or rates for such garbage collection service made by the party providing same.

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4.3 Utility Lines Underground. Unless the Association expressly consents in writing, all telephone, electric and other utility lines on the Platted Property shall be located underground so as not to be visible.

4.4 Easements. The Developer, for itself and its successors and assigns, hereby reserves perpetual, alienable easements, privileges and rights on, under and across the Roadways, across all lakes and waterways as well as a strip 15 feet in width around the perimeter of all lakes and waterways, a strip 10 feet in width along the front lot line of each Lot and each Commercial Parcel, a strip 10 feet in width along the rear lot lines of each Lot and each Commercial Parcel, and a strip 10 feet in width along the side lot lines of each Lot and each Commercial Parcel, for access, drainage purposes and for the use of electric, telephone, cable TV, sewerage, water, gas and other public and private utilities. Additional easements may be reserved or granted by the Developer at any time prior to the time any Lot or Commercial Parcel affected by such easements is conveyed by the Developer to a third party. Within the easement areas, no structure or other improvements or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities and the Owners shall bear the risk of loss of any such structure, improvement or landscaping except as otherwise provided in Section 2.2. Notwithstanding such restrictions, all easement areas, areas within any setback line, and all improvements therein, shall be maintained continuously by the Owner. All utility lines serving one Lot or Commercial Parcel only from the point where such line connects to the main line shall be maintained by the Owner of that Lot or Commercial Parcel.

5. ASSESSMENTS

The Association shall have the authority to levy assessments as provided herein against the Dwelling Units, the Lots, and any Commercial Parcel, and each Dwelling Unit, Lot and Commercial Parcel is subjected thereto as hereinafter provided:

5.1 Purposes. The Association may levy assessments for the purpose of enabling the Association:

(a) To pay all ad valorem taxes assessed against the portions of the Magnolia Point Property used in common by all Owners, including Roadways and appurtenant security facilities, waterways, and other common areas, whether or not owned by or leased to the Association;

(b) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes payable by the Association;

(c) To pay all expenses required for the reasonable repair and maintenance of the portions of the Magnolia Point Property described in subsection (a) above, including without limitation paving, irrigation, landscaping, drainage and for the reasonable repair and maintenance and insurance of any buildings or other improvements owned by or leased to Association;

(d) To pay all expenses of providing security for the Magnolia Point Property including salaries of security personnel, maintenance of security gate houses and other related facilities, insurance on security gate houses and related facilities and any and all other expenses incurred in providing such security;

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(e) To pay for the expense of lighting the Roadways, including replacement of bulbs, poles (if any), wiring and any and all other expenses in connection therewith;

(f) To pay for all expenses incurred in providing mosquito and other pest control for the Magnolia Point Property;

(g) To pay for all expenses incurred in connection with providing fire protection for the Magnolia Point Property;

(h) To pay for the expense of maintenance, improvement and operation of drainage easements and facilities;

(i) To pay for the expenses of maintaining, repairing and replacing directional markers, signs and traffic control devices and costs of controlling and regulating traffic on the Roadways;

(j) To pay all charges of trash and garbage collection and removal unless a separate charge is made to each Owner by the company providing such service (any such expense for the Golf Course shall be paid by the owners thereof and shall not be an Association expense);

(k) To pay for all expenses of operating the Association, including without limitation management fees, legal and accounting fees, payroll and general office operating expenses, and the expenses of doing any and all other things necessary or desirable in the judgment of the Board to keep the Magnolia Point Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, and to pay for such other expenses including, but not limited to, liability insurance, which in the judgment of the Board may be of general benefit to the residents of the Magnolia Point Development;

(l) To repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein;

(m) To pay for such other benefits and services to the Owners as may be determined appropriate from time to time by the Board;

(n) To accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board in the expenditure of such funds shall be final. The Association in its discretion may hold such funds invested or uninvested, and may reserve such portions of the funds as it determines advisable for expenditure in years following the year for which the regular maintenance assessment was assessed.

5.2 Regular Assessments.

(a) Except as provided in Section 3.6, each Lot and each Commercial Parcel is hereby subjected to regular maintenance assessments as provided below, payable on a monthly basis (unless otherwise determined by the Board) beginning with the 1st day of the first full month following the date of original sale of such property by the Developer to a third party, and continuing on the first day of each month thereafter. The Assessments shall be uniform in dollar amount for each category (ex. Lots) and shall be set by the Board, subject to approval of the Association. The regular maintenance assessment may be adjusted by the Board as

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required to meet the expenses and other charges for which same are assessed. Regular maintenance assessments shall become delinquent if not paid within 15 days after their due date for which assessed and shall bear interest at the rate of eighteen percent (18%) per annum from that date until paid.

(b) Initial Regular Maintenance Assessments are established as follows:

- (i) Estate Lots - \$480 per Year;
- (ii) Patio Lots - \$360 per year;
- (iii) Unimproved Multi-Family Lots and Commercial Parcels - \$500 per year per acre located therein;
- (iv) Improved Multi-Family Lots \$360 per year for each multi-family unit constructed thereon; and
- (v) Improved Commercial Parcels - \$400 per year for each 2,000 square feet of heated and cooled floor space contained within improvements located thereon.

Assessment as an "Improved parcel" shall not begin until completion of construction of the improvements to be located thereon; and whenever the assessment begins for an "Improved parcel" as provided above, all previously applicable assessments shall cease.

5.3 Increase in Assessments. The maximum amount of any regular maintenance assessment imposed by the Board shall not exceed the amounts shown in Section 5.2 above for a period of 12 months following the initial recording of this Declaration. Thereafter, the regular maintenance assessment may be increased by no more than ten (10%) per cent of the regular assessment for the immediately preceding month. In the event of any such increase, such assessment shall not be thereafter increased for a period of twelve (12) months. The right to make adjustments to the regular maintenance assessment shall be cumulative and the Board's failure to increase the regular maintenance assessment for one or more years (or a part of a year) shall not preclude adjustments being made to compensate for those years (or parts of a year) at a later time. However, in no event shall the regular maintenance assessment be cumulatively increased by an amount greater than thirty (30%) percent of the regular assessment for the immediately preceding month. Notwithstanding the foregoing, the regular maintenance assessment for any category listed in Section 5.2 may be increased in excess of the amounts set forth above and more frequently than set forth above if such increase is approved by a majority vote of Owners (other than the Developer) in each such category of assessment.

5.4 Special Assessments. The Association shall have the power to impose special assessments to meet expenses of an extraordinary or emergency nature, provided that if the sum of all special assessments in any 12 month period exceeds 50% of the then applicable regular annual assessment, then such special assessment must be approved by not less than 75% of Owners (other than the Developer) to whom such assessment is applicable. Any special assessment which is not paid within fifteen (15) days after the Owner receives written notice of such assessment shall bear interest at the rate of eighteen percent (18%) per annum unless otherwise specified.

5.5 Privately Owned Golf Course. The Golf Course is owned by the Developer. It is operated as a private golf course and country club (the "Club") for the benefit of club members. Club

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membership is a privilege extended by the owner of the Golf Course and purchase of a Lot, Dwelling Unit or Commercial Parcel does not automatically include any ownership rights or membership privileges in the Golf Course. Owners desiring to join the Club must apply for membership and be approved therefore pursuant to rules and regulations of the Club. The "Club-House", Maintenance Barn, Cart Barn and Stables are also owned by the Developer.

5.6 Platted Property of Developer. Notwithstanding anything herein to the contrary, no assessment shall be charged and no lien shall attach against any Lot, Dwelling Unit, Commercial Parcel or other portion of the Platted Property so long as same is owned by the Developer and the Developer shall not be required to pay any such assessments, it being understood that the Developer will bear much of the expense of the Association until the Association is self-supporting from assessments levied against Owners of Lots or Dwelling Units purchased from the Developer.

5.7 Lien. Each regular and special assessment and interest thereon as provided herein shall constitute a debt from the owner of the property against which the same shall be assessed, and shall be secured by a lien upon that property and all improvements thereon. Such lien shall attach as of the date a notice of lien is filed with the Clerk of the Circuit Court of Clay County, Florida, and may be enforced as any other lien in Florida by foreclosure or by any other proceeding in equity or at law and the Association shall be entitled to recover all costs including reasonable attorneys fees in such proceedings. Each such lien shall be subordinate and inferior to the lien of any institutional mortgage encumbering such property if that mortgage was recorded in the public records of Clay County, Florida, prior to the recording date of such lien. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid assessments, if any, against the property of such Owner or mortgagee.

6. MEMBERS AND VOTING RIGHTS

6.1 Memberships. Every Owner and the Developer shall be a member of the Association as provided below.

6.2 Classes. Membership shall be divided into two classes as follows:

(a) The Class A members shall be all Owners (other than the Developer, as long as Class B membership shall exist) of Lots, Dwelling Units or Commercial Parcels.

(b) The Class B member shall be the Developer, or its successors and assigns.

Class A memberships shall be appurtenant to ownership of a Lot, a Dwelling Unit or a Commercial Parcel and shall not be separated from such ownership.

6.3 Voting Rights. Until such time as the Developer has conveyed to third parties all the Lots and Dwelling Units within the Magnolia Point Development, the Class B member shall have sole voting rights in the Association and the Class A members shall have no voting rights except as to matters specifically set forth herein and except for altering or amending the Articles of Incorporation or Bylaws of the Association, which rights shall be as provided in the Articles of Incorporation. Thereafter, voting rights shall be as follows: Each Class A member shall have one vote on all matters to come before the Association.

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7. RIGHTS OF DEVELOPER

In addition to rights elsewhere reserved, Developer hereby reserves to itself, its successors and assigns, the following rights and privileges:

7.1 Rights Regarding Temporary Structures, Etc. Developer hereby reserves the right to erect or maintain such dwellings, model houses, sales offices or other structures, and commercial and display signs as Developer, in its sole discretion, may deem advisable for development and marketing purposes. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

7.2 Enforcement by Developer. Developer reserves the right, but shall have no obligation, to enter upon any Dwelling Unit, Lot or Commercial Parcel to remove rubbish, signs, structures, plants or other things or to take such other action, all at the expense of the Owner, as Developer deems necessary in order to enforce this Declaration. Such entry, enforcement and removal shall not be deemed a trespass or make Developer liable in any respect for any damages on account thereof. The Owner of such Dwelling Unit or Lot shall pay Developer on demand the actual cost of such enforcement plus ten percent (10%) of the cost in performing such service as a service fee. In the event that such charges shall not be paid on demand, such charges shall bear interest at the maximum legal rate of interest from the date of demand. All Dwelling Units, Lots and Commercial Parcels shall be subject to a lien in favor of the Developer for all such costs and fees and Developer may, at its option, bring an action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days notice of an intention to file a claim of lien against a Dwelling Unit, Lot or Commercial Parcel, may file and thereafter foreclose such lien.

8. AMENDMENT

8.1 Amendment by Developer Without Owner Approval. Developer reserves the right, without prior approval of any Owner:

(a) To designate any lots shown on the plat as either a "Multi-Family Lot(s)" or a "Patio Lot(s)";

(b) To amend this Declaration for any other purpose so long as such amendment shall conform to the general purposes and standards set forth herein and shall not materially and adversely affect the rights of any Owner;

(c) To amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions set forth herein;

(d) To include in any contract for sale, deed, or other instrument hereafter made, any additional covenants other than those set forth herein which do not lower the standards of this Declaration;

(e) To release any Dwelling Unit, Lot, Commercial Parcel or other portion of the Platted Property from any part of the covenants set forth in this Declaration which have been violated, if the Developer, in its sole discretion, determines such violation or violations to be minor or insubstantial and to make exceptions, without prior approval of any Owner, to the covenants and restrictions set forth in Sections 2 and 3 hereof if Developer deems such exception to be in the best interest of Magnolia Point Development;

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(f) To file an amendment to this Declaration for the purpose of submitting other property to the terms and provisions of this Declaration, it being specifically understood that Developer owns additional land within the overall Magnolia Point Development which Developer intends to include under these covenants at some time in the future. Any such amendment may contain such additions or modifications as Developer shall provide, so long as such additions or modifications to these covenants do not materially increase the membership obligations or expenses appurtenant to any existing Dwelling Unit, Lot or Commercial Parcel in the Magnolia Point Development. Such an amendment may be accomplished by filing a statement among the public records of Clay County incorporating such terms, covenants and restrictions of this Declaration as are applicable to the property included within such amendment or by adopting all or part of this Declaration by reference in a deed conveying such other property or in any other appropriate instrument or by Developer executing and filing an amended or restated declaration.

8.2 Amendment With Owner Approval. In addition to the rights of the Developer to amend this Declaration as reserved in Section 8.1, and notwithstanding the limitations on voting rights set forth in Section 6, this Declaration may be amended at any time upon the request of the Developer. If such requested amendment is approved by the affirmative vote of 75% of votes cast by Owners other than the Developer at a duly called meeting of the Association, the notice for which meeting has contained notice of the proposed amendment. Upon the approval of any such amendment, the President and Secretary of the Association shall execute and record the same in the public records of Clay County, Florida.

9. CENTRAL TELECOMMUNICATION RECEIVING AND DISTRIBUTION SYSTEM

9.1 Cable T.V. Developer hereby reserves unto itself, its successors and assigns, an exclusive easement for installing, maintaining and supplying the services of any central telecommunication receiving and distribution system serving the Platted Property, including the right to connect any central telecommunication receiving and distribution system to such source as Developer may, in its sole discretion, deem appropriate, for which service Developer, its successors and assigns, shall have the right to charge the Association and/or individual Owners a reasonable fee not to exceed any maximum allowable charge for CATV service to single family residents as from time to time defined by the Ordinances of Clay County, Florida.

10. MISCELLANEOUS

10.1 Remedies for Violation. In addition to Developer's rights as reserved in Section 7.2, Developer, any Owner or the Association shall be entitled to bring actions at law for damages or in equity for injunctions against those parties violating or attempting to violate this Declaration, for the purpose of curing, correcting, preventing or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including, but not limited to reasonable attorney's fees, incurred by Developer, any Owner or the Association to cure, correct, prevent, or enjoin any violation of the terms of this Declaration shall be recoverable against the party causing such violation. All remedies herein shall be cumulative to any and all other remedies provided elsewhere herein or at law or equity. The failure to bring any action to enforce this Declaration or to correct any violation of this Declaration shall not be deemed a waiver of the right to do so thereafter as to the

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same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Owner or any other party against the Developer or the Association.

10.2 Term. The terms and provisions of this Declaration shall run with the title to the Platted Property and any part thereof and unless otherwise altered or terminated in accordance with the terms and provisions herein, shall bind all persons in interest, all Owners and their heirs, legal representatives, successors and assigns until December 31, 2115, at which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless, by mutual agreement of not less than 80% in number of the Owners, this Declaration shall be terminated in whole or in part; provided, however, and notwithstanding the foregoing, the easements herein shall be perpetual.

10.3 Disclaimer. Neither the Developer nor the Association shall be liable to any Owner or other person for any loss or damage arising from any cause whatsoever, including without limitation the provision of, failure to provide, or negligence in provision of security, maintenance, repairs or other services by the Developer or the Association or either of them.

10.4 Invalidity of Part. The invalidation of any one of the terms or provisions of this Declaration shall in no wise affect any other provisions, which provisions shall remain in full force and effect.

10.5 Headings. The section headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

10.6 Evidence of Approval. All approvals required in this Declaration shall be evidenced by a certificate or other writing signed by the party giving such approval.

10.7 Assignment of Developer. The Developer shall have the sole and exclusive right at any time to transfer and assign any or all rights, powers, privileges, authorities and reservations it may have under any paragraph of this Declaration to such other person or entity as it shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto.

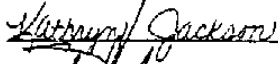
IN WITNESS WHEREOF, the Developer has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

MAGNOLIA POINT JOINT VENTURE

By: Magnolia Point
Investors, Inc.

By: 
Its President




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STATE OF FLORIDA
COUNTY OF Deaf

Before me personally appeared Dr. Thomas Lohd
President of Magnolia Point Investors, Inc., managing partner of
Magnolia Point Joint Venture, to me well known to be the person
described in and who executed the foregoing document and he duly
acknowledged before me that he executed the same for the purposes
therein expressed as the act and deed of said corporation and
said partnership.

Witness my hand and official seal in said County and State
this 21 day of March, 1991.

Lathum Jackson
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES OCT. 31, 1991.
EXCEED THIS DATE AND YOU ARE UNLICENSED.



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EXHIBIT A

Lots 1 through 166, MAGNOLIA POINT GOLF AND COUNTRY
CLUB PHASE II, according to Plat thereof recorded in Plat Book
22, Pages 20 through 30, Public Records, Clay County, Florida.

FILE NO. 88-06998
OFFICIAL RECORDS NO. 1133
PL. 469
MAR 19 9 00 AM '88



MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.

Community Handbook of Covenants and Guidelines

Updated November 05, 2019

Introduction

THIS HANDBOOK CLARIFIES AND SUMMARIZES portions of the Magnolia Point Community's extensive Declarations of Covenants, Conditions, Easements, and Restrictions and its Architectural Guidelines in one document for ease of homeowner reference. Each rule and regulation cited in this handbook includes, in parentheses, a reference to the applicable paragraphs of the Declaration of Covenants (3.15) or sections of the Architectural Guidelines (AG-2), or both.

Disclaimer

THIS HANDBOOK DOES NOT represent the Association's Declaration of Covenants in their entirety, nor does it represent the Association's Architectural Guidelines in their entirety. The Association's Governing Documents always take precedence over this Handbook.

Background

MAGNOLIA POINT GOLF AND COUNTRY CLUB is a Planned Unit Development (PUD) under the provisions of the Florida Land Sales Act. A PUD has three essential parts:

- The individually-owned lots and houses,
- A Declaration of Covenants that governs the use and appearance of lots, houses, grounds, and the activities on them, and
- A mandatory Homeowners' Association that administers, operates, regulates, and manages the community and enforces its Declaration of Covenants and Architectural Guidelines.

THIS DECLARATION OF COVENANTS is a legal contract between the Developer and the Buyer of platted land that is conveyed to the original owners and all subsequent owners at closing. The Declaration specifies certain rights, liabilities, and commitments governing the use and occupancy of the platted property. The Declaration of Covenants runs with the land, and Florida law presumes that all the original and subsequent property owners in the community have full knowledge of the Declaration's provisions. The Declaration of Covenants for Magnolia Point is filed with the Clay County Court. Copies may be obtained from the Homeowners' Association at cost or may be downloaded from the Magnolia Point website (magpt.com).

MAGNOLIA POINT'S MANDATORY HOMEOWNERS' ASSOCIATION is the Magnolia Point

Community Association, Inc. (MPCA), incorporated in 1987. The Association's Board of Directors operates, administers, and manages the Association and has the statutory authority to enforce the Declaration of Covenants. Enforcement may include warnings and fines.

MANDATORY HOMEOWNERS' ASSOCIATIONS provide these benefits to homeowners:

- Promote and provide continuity for the planned community concept,
- Provide architectural harmony and integrity for the community's platted property,

- Maintain and preserve the common areas, including roadways and drainage,
- Prevent unsightly appearances and nuisances,
- Promote the health, safety, and welfare of homeowners and residents who live in the community,
- Provide community services such as controlled access and Maintain and improve the community's property values.

THESE ARE VALUABLE BENEFITS. Most of our homeowners readily abide by the covenants and want them strictly enforced to provide those benefits and specially to preserve their property values. Florida laws governing homeowners' associations require that they be enforced by the Board of Directors.

Authority

THE FOLLOWING FLORIDA STATUTES (FS) PROVIDE the operational authority for the Magnolia Point Golf and Country Club Planned Unit Development (PUD) and the Magnolia Point Community Association, Inc.:

- FS, Chapter 498: Land Sales Practices
- FS, Chapter 689: Conveyances of Land
- FS, Chapter 720: Homeowners' Associations
- FS. Chapter 617: Florida Corporations Not For Profit

FLORIDA STATUTE 720, "HOMEOWNERS' ASSOCIATIONS", authorizes the following Governing Documents for the operations of the Magnolia Point Community Association, Inc.:

- Articles of Incorporation (Dated June 5, 1987)
Establishes the Magnolia Point Community Association, Inc. as a Florida Corporation Not for Profit, and defines the Association's business form, membership, and responsibilities.
- Bylaws of the Magnolia Point Community Association, Inc. (Updated December 10, 2012)
Governs the Association's operations: Defines the Association's organizational structure, areas of responsibility. Procedures for carrying out its responsibilities, and the powers and duties of the Board of Directors and Officers.
- Declaration of Covenants, Conditions, Easements And Restrictions; Various Phases The Declaration is a legal contract between the Developer and the buyer that specifies certain rights, liabilities, and commitments governing the use, appearance, occupancy, and activities of the platted property governed by the Magnolia Point Community Association.
- Community Rules and Regulations
Supplemental restrictions and architectural guidelines and requirements duly adopted and promulgated by the Board of Directors. These are like the recorded Declaration of Covenants and considered part of the Association's official records.

Organization and Functions

THE ORGANIZATION AND FUNCTIONS of the Magnolia Point Community Association appear in Appendix A of this Handbook.

MAGNOLIA POINT GOLF & COUNTRY CLUB
COMMUNITY HANDBOOK OF COVENANTS AND GUIDELINES

Numbers in parentheses (e.g., 2.3) refer to the applicable paragraph of the Declaration of Covenants. Letters in parentheses (e.g. AG-2) refer to the section of the Architectural Guidelines.

1. RESIDENTIAL PURPOSES

Single-family Residences. Lots shall be used exclusively for single-family residential purposes. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or relating to the use of any lot. (2.1)

Rentals. No part of a dwelling unit shall be rented separately from the rental of the entire dwelling unit.
(2.1)

Subdividing. Lots may not be subdivided or replotted without the prior written approval of the Community Association Board. (3.16)

2. RESIDENT ACTIVITIES

Nuisances. No noxious or offensive activity shall be carried on or upon any portion of the community; nor shall anything be done thereon which is or may become a nuisance or annoyance to any resident. (3.1)

Solicitation. Solicitation of any kind is not allowed within the community. Report violations to the Gate security office. (3.1; 3.17)

Firearms. The discharge of firearms, including BB guns and pellet guns, within the community is prohibited unless it is warranted for personal safety. (3.1; 3.17)

3. HOUSE AND GROUNDS

Maintenance. Owners shall maintain their house and grounds in good condition at all times.
(3.13)

Garage Doors. Garage doors must be kept closed except when in active use. (3.9)

Window Air Conditioners. Window air conditioner units are not permitted. (3.6)

Trees. No resident shall cut any living tree having a trunk diameter greater than six inches without the prior approval of the Association. Apply to the Community Association Manager before cutting. (2.2; 3.13)

Mailboxes. There shall be no mail boxes or newspaper boxes or receptacles without approval of the Association as to the location, size and design. Mailbox standards have been approved and are required for new home construction and mailbox replacement. The standards have been published and include both metal and wood versions which are included as Appendix C.

Homeowners may contact the Community Association Manager, for the latest approved mailbox parts, installation and suppliers for replacement of old or worn out boxes. (3.10)

Antennas. The installation of all aerals and antennae is prohibited except satellite dishes (maximum 24" in diameter) that meet State guidelines, applicable Federal Communications Commission rules and regulations or other governmental authorities having jurisdiction. The installation of such satellite dishes shall be subject to the approval of the Architectural Committee in accordance with published architectural criteria. (3.1; 3.8; AG-7)

Signs. Owners may display a sign denoting street address and name if it complies with approved community standards regarding size, shape, color, and location. No other signs of any kind shall be displayed to the public view on any Lot, Dwelling Unit, or any vehicle parked on any part of the Property (3.11). The following modification of these rules have been allowed.

- Residents may display a sign of reasonable size (maximum of 11" x 14") that has been provided by a contractor of security services within ten feet of the entrance to the home. Signs supplied by a pest control service (maximum of 1 day) or a government agency may also be displayed as required.
- One real estate sign may be displayed but must comply with community standards. Community standards are specified as a maximum of 11" x 14". This maximum size means that all appendages, hangers and flyer holders must be inside this maximum envelope. Approved suppliers of approved signs are published and are available from the Community Association Manager.
- Residents may display the American flag and military service flags. Note that the First Amendment right to free speech pertains only to national, state, and local government restrictions on that right. As a private non-government corporation, the Community Association has the requisite authority to restrict or deny the content and placement of all signs and flags in the community.
- Garage sales are allowed twice a year on the last Saturday in April and the first Saturday in October of each year. Those residents choosing to participate may display a balloon on their mailbox and the merchandise for sale is to be displayed in the driveways close to the garage as possible. The approved Garage Sale Policy is included as Appendix B.
- Open Houses and estate sale signs are permitted. Open Houses are allowed only on Saturday/Sunday between the hours of 9 and 5. One sign (maximum of 11" x 14") may be displayed on the property that indicates an open house is in progress. The sign must conform to the same community standards as real estate signs. Additionally, directional signage can be displayed anywhere within the community to advertise the open house or give directions to its location provided all signage is removed after the open house. The approved Open House and Estate Sale Policy is included as part of Appendix B. The appendix also provides the detailed requirements which must be met to participate and hold either event. A formal signed agreement between the Association and the Estate sale agent is also required. A copy of the required Estate Sale agreement form is also found in this appendix.

Ground Roadway Obstructions. The Association has the right to remove or require the removal of any fence, wall, hedge, shrub, hush, tree, or any other thing, natural or artificial, placed or located

on any Lot or Commercial Parcel, if its location will obstruct the vision of a motorist upon any of the Roadways. (3.17)

Pets. A resident may keep customary pets such as birds, fish, and up to two domesticated dogs or cats for the pleasure of their owners but not for any commercial purpose. Residents must not allow their pets to cause a nuisance, disturbance, or annoyance to other residents. (3.1; 3.15)

Therefor the following rules should be followed:

- The following are the preferred dog walking areas – owner’s own property, the Red Nine, and the City park across from the front entrance.
- Pets are not permitted to run free. Dogs must be kept on a leash when outdoors.
- Dog owners should be aware that residents own and are required to maintain their yards to the street – and dog owners are trespassing while letting their dogs use another person’s property as a bathroom.
- As you are walking your pet – pet owners are responsible for the immediate clean-up, removal, and disposal of animal wastes.

If the Association determines that a pet is dangerous, destructive, or an annoyance to other residents the owner will be notified and if the situation persists the offending pet may be removed from the premises.

Other Animals. Other than the customary house pets cited above, no animals, livestock, or poultry of any kind shall be kept on any lot or other portion of the platted property. (3.15)

Fences, Hedges and Walls:

General information: The location, composition and height of any fence, hedge or wall shall be subject to the approval of the Architectural Committee (ARC) which may grant or withhold such approval at its discretion. (2.2; 3.7)

- a. All fences must be approved by the ARC, and then be properly permitted by the City of Green Cove Springs before installation.
- b. All fences will be required to be installed with the "good" or "finished side" facing away from the residence installing the fence, so the neighbors are looking at the good or finished side. This meets the City code requirements of Green Cove Springs.
- c. Fence plans must be submitted to the Architectural Committee for approval. Two copies of the site plan showing the location of the fence must be included with the submission. The manufacturer, style, and color of the fence must be indicated on the submittal form. Wooden shadow box fence applications must include the dimensions of the components. Pictures of the fence are helpful and avoid misunderstandings.
- d. All solid walls shall be constructed with brick, stucco, or natural stone on all exposed surfaces. Walls must be capped with brick, stone or precast concrete.
- e. No hedge or wall is permitted along any part of a lot line along the Golf Course.
- f. No fence, hedge or wall shall be installed higher than six feet from the normal surface of the ground.
- g. Only one style fence will be permitted on a single lot.
- h. No back to back fences. If a fence is in place, another fence may be connected to it, but no fence may be installed to run parallel to it.
- i. Chain link fences are prohibited.
- j. All fences must be maintained in good condition always.

- k. If a fence cannot be maintained to community standards (as determined by the REC), it must be removed. If a fence is to be replaced, a new application must be submitted to the ARC for approval. The replacement fence must be one of our current styles before it will be considered for approval by the ARC.

Fence Styles: Only the following styles of fences are to be installed in Magnolia Point community.

- a. Black Aluminum:
 - Open style 4 foot or 4 ½ foot height.
 - Top of fence must be a horizontal rail with no spikes above the rail.
- b. All Wood Shadowbox Design:
 - 6-foot height.
 - All wood shadowbox fencing will have a natural finish and will be constructed with vertical slats measuring a minimum of 3/4-inch-thick x 5 1/2 inches wide x maximum 72 inches tall. The horizontal members shall be a minimum of 3 1/2 inches x 1 1/2 inches. The post shall be a minimum of 3 1/2 inches x 3 1/2 inches x 96 inches in length. All wood fence components must be fastened with galvanized nails (not staples).
 - Upon installation – the fence must be stained with a natural wood color and sealed.
- c. Vinyl Shadowbox Design:
 - 6-foot height.
 - Color choice of tan, beige or khaki.

Location of fences:

- a. Hedges, fences or walls may not be built or maintained except within the rear interior side lot lines and no closer to the front of the lot than the rear line of the main residence nor, when the residence is situated on a corner lot, closer to a side street than the line of the main residence abutting such side street. (3.7; 2.2).
- b. An open style black aluminum fence is allowed on any lot in the community. If a pool is involved, the fence may be a 4 foot or 4-1/2 foot open style black aluminum (pursuant to Green Cove Springs regulations). (AG-I)
- c. Open style black aluminum is the only fence style allowed on the golf course, lakes or ponds, or other bodies of water.
- d. Open style black aluminum or shadowbox style fences (wood or vinyl) are allowed where the rear view is preserve or another home.

Driveways. All driveways must be constructed of concrete or asphalt material. Improvements or alterations to driveways must be approved by the Architectural Committee. (3.12)

Wash. Outdoor drying of wash is not permitted. (3.14)

Easements. The Developer, for itself and its future assigns, reserves perpetual easements on a strip of land 10 feet in width along the front line, rear line, and side lines of each lot for access, drainage purposes, and the use of utilities as well as strip 15 feet in width, around the perimeter of all lakes and waterways. No structure or landscaping shall be permitted in the easement areas which may damage or interfere with utilities and drainage features. All

easement areas, areas within any setback line, and all improvements therein, must be maintained continuously by the Owner. (4.4)

4. TRASH AND DEBRIS

Courtesy. As a courtesy to your neighbors and to all those who drive and walk by your property, please refrain from displaying trash cans, trash bags, and yard debris except on the day before and the day of the scheduled collection. When displaying trash cans, trash bags and yard debris, it must be placed on your property - NOT in the street. (3.1; 3.5; 3.13)

Collection. Trash is collected on Monday and Thursday. Recyclables are collected on Thursday. Yard debris is collected on Tuesday but may be displayed on Saturday or Sunday prior to the collection day. Homeowners must pay the city's collection fees. (3.5; 3.13; 4.2)

Storage. All garbage and trash must be stored in closed containers and in a location, that is hidden from view from adjacent property or roadway. (3.5; 3.13)

Burning. The burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is prohibited. (3.5)

Debris. No homeowner or resident shall have any right to place rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse in any portion of the Magnolia Point Property. (3.18)

5. IMPROVEMENTS TO HOUSES AND GROUNDS

Improvements. To maintain a community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Community Association has the exclusive power and discretion to control and approve all improvements placed on any lot. (2.2; AG)

Plans and Specifications. No paved area, fence, wall, shrubbery, building, or any other structure or thing shall be placed or maintained upon any lot, nor shall any exterior addition, change, including change in exterior colors, or alteration be made to existing improvements thereon until detailed plans and specifications of the same, prepared by a duly licensed architect, engineer, landscape architect, or other similarly qualified professional, are submitted to and approved in writing by the Community Association as to the harmony of the external design, compliance with the terms of the Governing Documents, and location in relation to surrounding structure and topography. Plans for improvements should be submitted to the Community Association Manager. (2.2; AG-1)

Approval. The Association shall have the absolute right to approve or to refuse approval of any plans which, in its opinion, are not suitable, desirable, or compliant. (2.2)

Approval Process. Applications for improvements must include two complete sets of plans, furnished by the contractor. One set will be retained in the files and the other will be returned. Plans should include all elevations and materials to be used. (AG)

Improvement Completion. All projects (except the construction of a residence) must be completed within 6 months of application date. After 6 months, the Application is void and must be

resubmitted for approval. Construction of a residence must be completed (Certificate of Occupancy received) within one year from the clearing the lot. Violation of this restriction may result in the maximum daily fine of \$100. (2.5)

6. STRUCTURES

Type. No structure shall be erected on any lot other than one single-family residence and appurtenant buildings. (2.1)

Detached Structures. None of the following buildings, structures or objects shall be placed on any Lot or Commercial Parcel unless obscured from view from any Roadway, the Golf Course, any adjacent parcel, or any other Dwelling Unit. (3.2)

- Garbage and trash cans and receptacles,
- Above ground exterior air conditioning, heating and other mechanical equipment,
- Any other structures or objected determined by the Association to be of an unsightly nature or appearance.

Detached Structures. None of the following buildings, structures or objects shall be placed on any Lot or Commercial Parcel. (3.2)

- Yards and houses for pets,
- Hothouses and greenhouses,
- Above-ground storage of construction materials, wood, coal, oil and other fuels,
- Clothes racks and clothes lines,
- Clothes washing and drying equipment,
- Laundry rooms,
- Tool shops and workshops,
- Servants quarters, Guest houses,
- Any other structures or objected determined by the Association to be of an unsightly nature or appearance.

Pools and Screen Enclosures. All pools shall be in-ground and composed of materials thoroughly tested and accepted by the industry for such construction. The outside edges of the pool shall be a minimum distance of 4' from all sidewalls of the residence and meet all pool setback requirements imposed by the City of Green Cove Springs. All pools and screen enclosures require approval by the Architectural Committee prior to construction. Two complete sets of plans, furnished by the contractor, must be submitted. One set will be retained in the files and one returned. The enclosure frame must be black or bronze. Screens must be charcoal colored. Pool equipment must be screened from view with landscaping. If the pool is not screened, then the yard must be fenced in compliance with Architectural Committee Guidelines on fencing. (3.24; AG-6.)

Screen Enclosures. Drop screen plans must be submitted to the Architectural Committee. The plans must show the elevations and the materials to be used. Black or bronze framing is required, with a charcoal screen. (AG-6.)

Temporary Movable Structures. Other than temporary construction sheds and sanitary toilet facilities used during the actual construction of permitted permanent improvements, no

- Shed,

- Shack,
- Trailer,
- Tent,
- Any other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. (3.3)

Play Sets. Two copies of a site plan that shows the location of the play set and how the homeowner plans to landscape it to screen it from view must be submitted to the Architectural Committee. Play sets must be wooden in construction, preferably with dark colored (blue/green) accessories and located in the rear yard or side yard and screened with landscaping from neighboring homes and views across lakes. Also, a picture or brochure must be included with the submission that shows the design, size and colors. (AG-9.)

Basketball Goals: Portable and Permanent.

- Residents may erect one portable basketball goal in a driveway provided that it does not create an unreasonable annoyance or unsafe condition and is maintained in good condition at all times; that is, it is free of a torn net, damaged backboard, bent rim, etc. (3.1; 3.2; AG-8.)
- Permanent backboards must be approved by the Association. The application form submitted to the Architectural Committee must include a copy of the site plan showing the location of the backboard.
- Permanent basketball poles must be black or dark brown, and the backboard must be clear or white. Portable poles must be stored next to the house when not in use. (AG-8.)

7. COMMON AREAS

Ownership. The Community Association owns, maintains, and repairs the common areas of the community, including the roads. (3.20)

Use. Property owners shall have the non-exclusive right in common with the owner of the Golf Course to use the Common Areas subject to reasonable rules and regulations for such use as enacted by the Association. (3.20)

8. ACCESS CONTROL

Access Control. The Association has the unrestricted and absolute right to control access and deny ingress to the community to any person who, in its opinion, may create or participate in a disturbance or nuisance in the community. The Association has the right to restrict or in any manner limit the ingress of any party using controlled or guarded entranceways to the Magnolia Point Property. (3.17)

The Association has developed a set of policies and procedures which control access to the community and are implemented by the guards at the gate house. The gate staff do not allow entry to the property by anyone not authorized. All visitors must seek and gain access through the front or back gate (limited hours) and be authorized by a resident, builder, or have a scheduled tee time. There are several methods for guests and vendors to be allowed access to Magnolia Point. These apply to all property owners including the Golf Club. A summary of the key methods for granting entry are provided below.

- Permanent List. Each family can provide a list of people who are to be allowed access on a 24-hour basis and a list of people who are allowed access only during business hours (7:00am to 6:00pm), Monday through Friday, and 8:00 to 3:00 pm on Saturday.
- Call-In. The gate may be notified in advance to authorize entry for expected visitors or contractors. When a resident notifies the gate to request access for a guest or vendor, the name of the resident and the name of the guest/vendor is recorded at the front gate office. The visitor will be granted access when he arrives. Advance authorization may be made up to a week in advance.
- Non-authorized visitors. If visitors show up at the front gate that are not included on the prior notification list or the permanent list, the resident is called to approve entry. The visitor is not allowed entry if the homeowner does not answer the phone and authorize entry.

Garage Sales. Garage sales are allowed twice a year. The dates for the garage sales shall be the last Sat. in April and the first Sat. in October of each year. Nonresidents are allowed access to the community for these events. The complete garage sale policy is provided in Appendix B. (3.17)

Open House. Open Houses are permitted on Saturday/Sunday between the hours of 9 and 5 only. It will be the responsibility of the real estate agent holding the open house to provide the guard gate with dated passes that shows the listing, location and directions to the open house that shall be displayed in visitor's automobile window. Additionally, the real estate agent shall remain on site at the residence always during the open house. The complete open house policy is provided in Appendix B. (3.17)

Estate Sales. The owner or agent conducting the estate sale shall insure that the guard gate is provided dated passes that identify the location and provide directions to the estate sale residence. The guard gate will also be notified of or provided with the list of individuals working at the sale. The owner or agent shall insure that sale is conducted inside the residence and not outside or in the driveway. The owner or agent shall insure that parking is handled so as not to create a traffic flow problem within the community. The complete estate sale policy, requirements and agreement form is provided in Appendix B. (3.17)

9. ROADWAYS AND TRAFFIC CONTROL

Private Roads. All the community's roadways are privately owned and maintained by the Community Association. (3.17)

Licensed Drivers. Only licensed drivers may operate vehicles, including golf carts, on community streets. (3.1; 3.17)

Traffic Control and Parking. The Association has the right to control and regulate all types of vehicular traffic and parking on all or any part of the roadways. (3.17)

Traffic Patrols and Violations. The Association has entered into an agreement with the City of Green Cove Springs Police Department that permits the police to patrol our private roadways, issue warnings and traffic tickets for traffic violations, and investigate traffic accidents. (3.17)

Mopeds, Go-carts, and All-Terrain Vehicles. Mopeds, go-carts, and all-terrain vehicles may not be operated on any roads or other common areas of the community. (3.1; 3.17)

Golf Cart Registration. All golf carts must be registered by either the Golf Club or the Association to operate on Magnolia Point roads. The registration process, requirements and forms for registration of golf carts with the Association are provided as part of the Golf Cart Policy included in Appendix D. Carts that will be operated on the golf course must be registered through the Golf Club and forms may be obtained at the Golf Club house. (3.17)

Damage to Roads or Gate Systems. The Association has the right to enforce claims for damage against any owner or resident who damages any roadway or access gate systems. (3.17)

Parking, storage, repairs, driveways. No RV's, boats, Trailers, or similar vehicles may be stored on any portion of the platted property except for the garage. RV and boat owners, will be provided with a 48-hour access window to pack, clean, and unpack. (3.1; 3.12)

- Vehicles with commercial signs may be temporarily parked in the driveway for delivery or pickup services and shall not remain there for any extended period. Under no circumstances or conditions shall an automobile or other vehicle be parked on a non-paved portion of a lot.
- Vehicles that are not drivable, or that lack license plates, or are in a visible state of disrepair, or are not used on a regular basis may not be parked in the street or driveway and must be stored in the garage.
- Overnight parking on any community street is prohibited.
- Any car parking on any street within Magnolia Point between the hours of 1 AM to daylight is defined as overnight parking and is not allowed. Cars parked overnight are subject to community violation notices or towing in accordance with community rules.
- The approved car towing policy is included in Appendix E.
- Residents' or guests' cars shall not be parked in the street other than when a resident has more guests than spaces in driveways while a special occasion is in progress. **AT NO TIME** are cars allowed to be parked in the street between 1am and daylight.
- No repairing or overhauling of any vehicle will be permitted on any part of the dwelling, lot, or roadway.

10. DRAINAGE

Surface Water and Storm Water. The Association is responsible for the maintenance, operation and repair of the surface and storm water management system as permitted by the St. Johns River Water Management District. (3.22)

Grading. Without the prior written consent of the Community Association, no lot or any other portion of the Platted Property shall be graded, and no changes in the elevation of any portion of the Platted Property shall be made which would adversely affect any adjacent property. (3.4; 3.21; AG-3)

Elevation Changes. No changes in elevation of property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of storm water or which shall result in any alteration of the drainage system for the Platted Property and the lands adjacent to or near the Platted Property, or which shall in any way affect the drainage system for the benefit of the Platted Property and lands adjacent to the Platted Property without the prior written consent of the Association. The Association reserves for itself an easement in and over all lakes, streams and waterways in the Magnolia Point Property for drainage of any and all portions thereof. (3.4; 3.21; AG-3))

10. WATERWAYS

Waterways. All lakes, ponds, creeks and streams (hereinafter "waterways") within the Magnolia Point Community belong to the Association unless specifically conveyed to a homeowner as part of a lot. Even if so conveyed, the Association reserves the right to regulate the flow, level and all use of the waterways. Rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse may not be placed in any waterways or on any other portion of the Magnolia Point Property. (3.18)

Controls and Construction. The Association has the right to control the water level of such waterways, to construct bulkheads, docks, piers or other similar facilities and to control the growth and eradication of insects, plants, fowls, reptiles, animals, fish and fungi in and on such waterways, and to control the height, grade and contour of any embankment. (3.18)

Wetland Areas and Conservation Buffers. Prior to initiating any clearing, construction, dredging or filling within the wetland areas or vegetated buffer limits delineated on the recorded plat, the lot owner shall apply to St. John's River Water Management District for a permit modification for such work. (3.19)

Power Boats. Power boats are not permitted on community waterways. (3.18)

Bulkheads, Docks, Boat houses, or Piers. No Owner shall construct bulkheads, docks, boat houses, piers or other similar facilities on any waterways, nor have any right to pump or otherwise remove any water from waterways for irrigation or any other use. (3.18)

11. VIOLATIONS

Suspensions and Fines. The Community Association may impose reasonable fines not to exceed \$100 per violation per day against any member, tenant or guest violating the Community Association's Governing Documents, not exceeding \$1,000 in the aggregate per violation. All charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorneys' fees), shall become a lien on such Lot. (3.23; 5.1; 5.4; 5.7)

Hearing. Prior to imposing either a fine or suspension, the Rules Enforcement Committee must hold a hearing to afford the alleged violator an opportunity to be heard on the issue. At least 14 days' notice of the hearing must be given to alleged violators. (3.23)

12. ASSESSMENTS

Quarterly Assessments. The Community Association has the authority under Florida law to levy quarterly assessments against all lot owners to pay for all the expenses of operating the Association and doing all things necessary or desirable to keep the community neat and attractive: preserve its value; eliminate fire, health, and safety hazards; and provide other benefits and services which the Board of Directors determines are appropriate. (5.1; 5.2; 5.3; 5.4)

Debts and Liens. Each assessment constitutes an interest-bearing debt from the owner of the property to the Community Association and shall be secured, if necessary, by a lien placed on that property and filed with the Clerk of the Circuit Court of Clay County. (5.7)

MP Community Handbook of Covenants and Guidelines

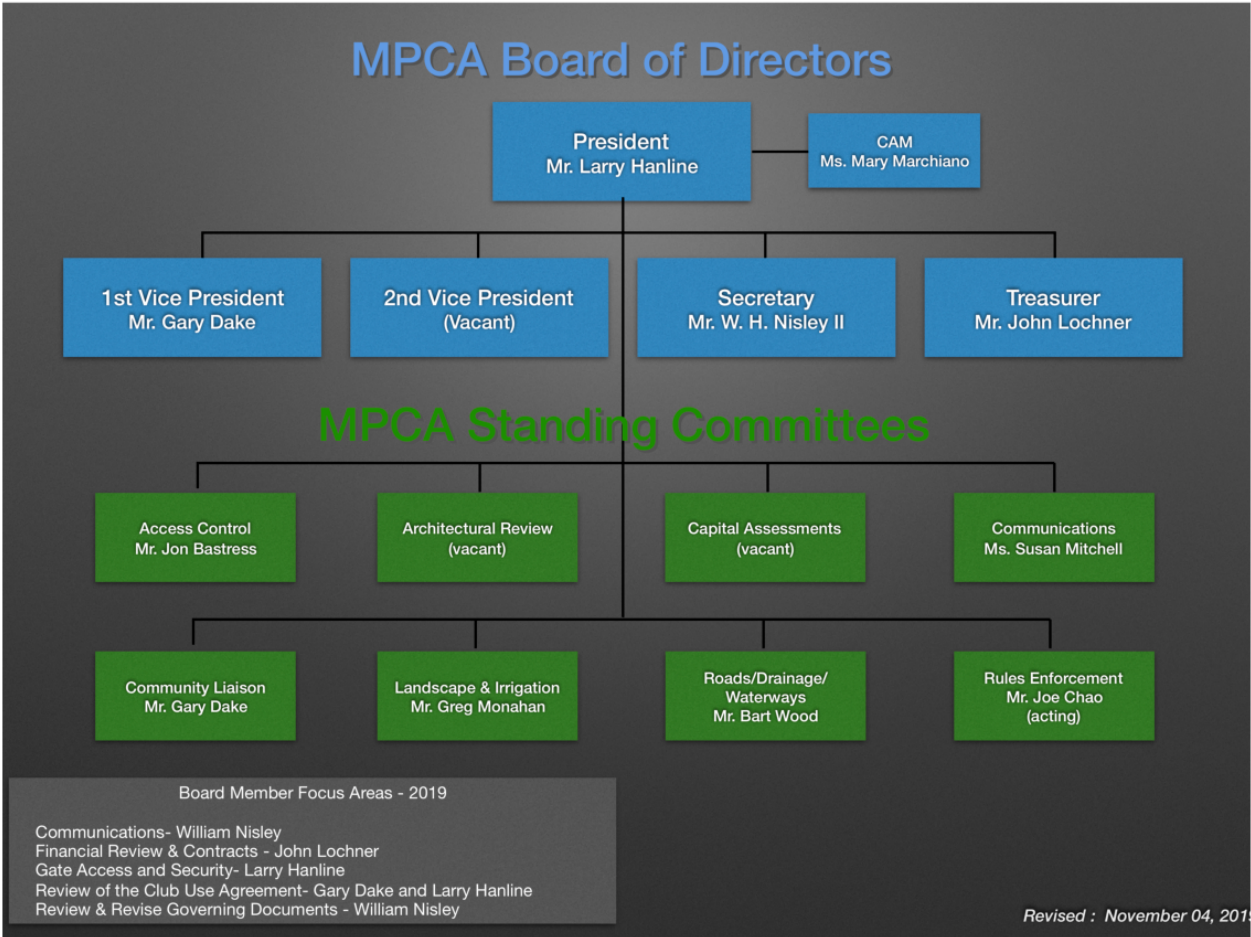
Document Revision History

Base line Document	Approved — 1/1/2015
Revision 1: Incorporated the following approved Policies.	Updated — 8/9/2017
New ARC requirements	Approved — 10/1/2016
Mailbox policy	Approved — 2007
	Revised — 2015
	Revised Contact Info' —2019
Garage Sales, Open House and Estate Sales Policy	Approved — July 2008
	Revised — 8/9/2017
Golf Cart Policy	Approved — 7/2017
	Revised & Approved — 06/10/2019
Revision 2: Incorporated the approved Towing Policy.	Updated — 9/18/2017
Towing Policy	Approved — February 10, 2014
Revision 3: Incorporated the approved section 4: word changes.	Updated — 1/6/2018
Updated Section 4 – TRASH AND DEBRIS	Approved — December 19,2017
Revision 4: Incorporated Dog Walking Clarifications	Updated — 1/30/2018
Revision 5: Updated Golf Cart Registration Form	Updated — 7/30/2018
Revision 6: Updated Organization Chart,	Approved — April 8, 2019

APPENDIX A

Magnolia Point Community Association, Inc.
A Florida Not-for-Profit Corporation

Organization Chart



APPENDIX B: GARAGE SALES, OPEN HOUSES AND ESTATE SALES EFFECTIVE JULY 2008

• Garage Sales

Justification: As most residents know, garage sales have been occurring in Magnolia Point. Article 3.1 of the covenants addresses the fact that any activity that becomes a nuisance or annoyance to any resident is strictly prohibited. Due to numerous complaints from residents about the unsightly appearance of the driveways, vehicles parking on lawns and cluttering our already narrow streets, and nonresidents entering the GATED COMMUNITY to attend them. The vast majority of the residents feel that this is not the image we want to convey of our community and do not want to have to be subject to them on a regular basis. As a result, the following policy has been adopted by the Board of Directors:

Policy: Garage sales are allowed twice a year. The dates for the garage sales shall be the last Sat. in April and the first Sat. in October of each year. Those residents choosing to participate may display a balloon on their mailbox and the merchandise for sale is to be displayed in the driveway as close to the garage as possible.

• Open House

Justification: When owners are required to move or are moving for other reasons such as family problems, the community should not impede the sale of the home by limiting access to nonresidents interested in purchasing a home in the community. To meet this objective and limit the nuisance to existing residents' due excess traffic the following policy has been adopted by the Board of Directors:

Policy: Open Houses are permitted on Saturday/Sunday between the hours of 9 and 5 only. One sign (maximum of 11" x 14") may be displayed on the property that indicates an open house is in progress. The sign must conform to the same community standards as real estate signs. Additionally, directional signage can be displayed anywhere within the community to advertise the open house or give directions to its location provided all signage is removed at the conclusion of the open house. It will be the responsibility of the real estate agent holding the open house to provide the guard gate with dated passes that shows the listing, location and directions to the open house that shall be displayed in visitor's automobile window. Additionally, the real estate agent shall remain on site at the residence at all times during the open house.

• Estate Sales

Justification: Similar to the need to have guidelines for Garage Sales and Open Houses, the recent number of estate sale in the Magnolia Point community necessitates the need for procedures and policy for the Estate Sales. As such the following policy has been adopted by the Board of Directors:

Policy: The owner or agent conducting the estate sale shall insure that the guard gate is provided dated passes that identify the location and provides directions to the estate sale residence. The guard gate will also be notified of or provided with the list of individuals working at the sale. The owner or agent shall insure that sale is conducted inside the residence and not outside or in the driveway. The owner or agent shall insure that parking is handled so as not to create a traffic flow problem within the community. The following agreement must be signed by the agent prior to the sale agreeing to meet the community's requirements.

Estate Sale Vender Agreement

The following requirements for conducting an Estate Sale in Magnolia Point are agreed to be accomplished and followed. If these requirements are not met by the organizer signing below, MPCA will immediately revoke this agreement and close the sale, remove of entrance signs and will not admit additional persons for the sale.

- All signage must conform to the community standards for real estate signs. Signage is only permitted during hours of operation and must be a maximum of 11" x 14".
- Hours of operation and days permitted are:
 Estate sales for 3 days, Thursday, Friday and Saturday only (no Sunday).
 Hours – Thursday & Friday (10-3), Saturday (10-3).
- There will be no "pre-look", nor will there be a "pick up later day".
- Patrons shall not be allowed to park on grass, in front of mailboxes or driveways.
- All items for sale must be inside the home or in the garage. Nothing is to be outside.
- Only items originally in the home are available for sale - NO OUTSIDE ITEMS WILL BE BROUGHT INTO THE COMMUNITY TO BE SOLD.
 A MPCA representative shall tour the home before permission for the estate sale is granted. Pictures of the house, rooms and items may be taken to document contents.
 A second tour of the home shall be conducted again at the beginning of the sale to make sure NO OTHER ITEMS HAVE BEEN INTRODUCED FOR THE SALE.
- If the day of the sale, other items have been brought into the residence - the sale will be closed immediately per this signed agreement.

Vender Name

Vender Contact Phone

Vender Signature

Client Name and Address

Date of sale ____/____/____

By signing this document, you agree to all conditions contained herein.

APPENDIX C: Wood and Aluminum Mailbox Requirements



Management Company

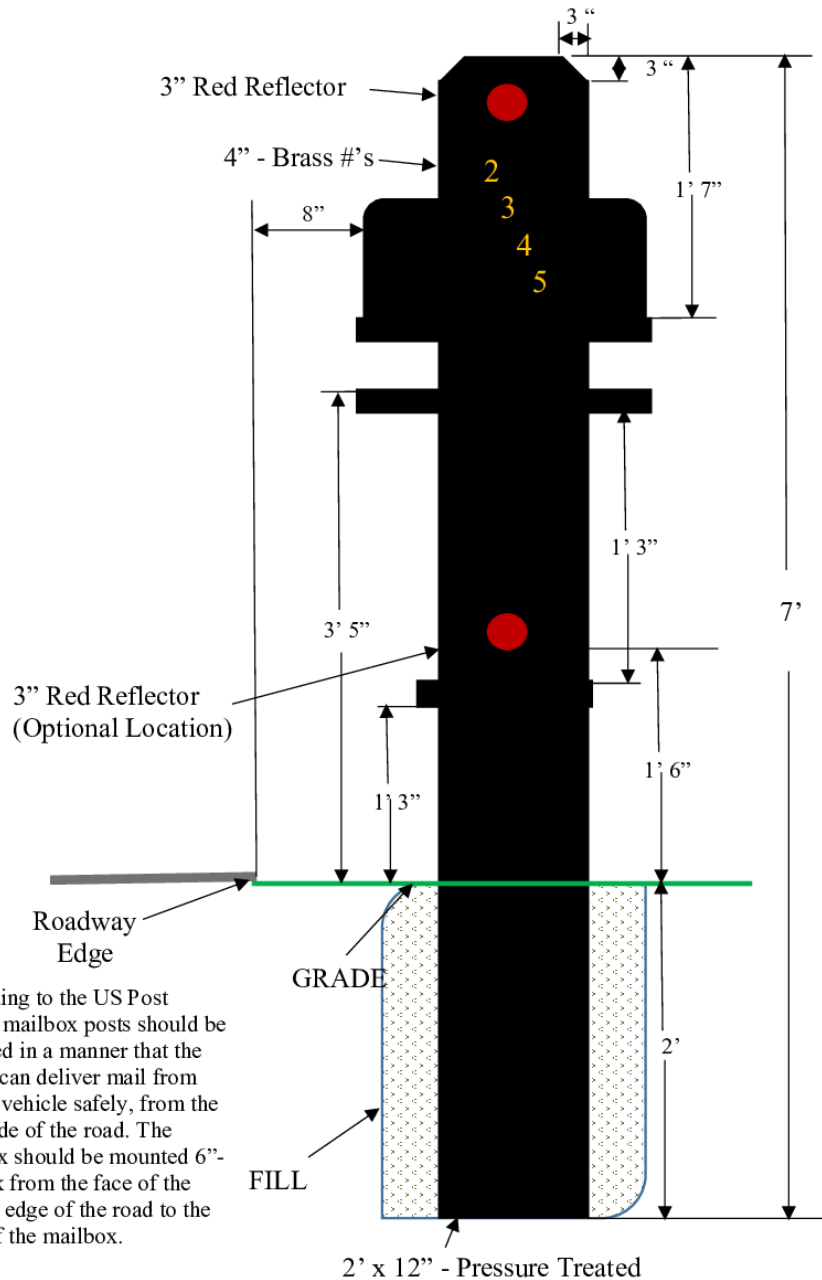
May Management Services Inc.
475 West Town Place, Suite #112 • St Augustine, FL. 32092
904.273.9832

Community Association Manager
Ms. Mary Marchiano
(904) 940-1002 ext 323
mmarchiano@mayresort.com

- If you have an aluminum mailbox, all styles are grandfathered and authorized.
- If you must replace your mailbox, the only ones authorized can be viewed below.
- All new construction, except for Phase VIII, will use the aluminum style and can be viewed below. Phase VIII homes are required by the Post Office to use the mail kiosks.
- If you have a wood mailbox and needs to be replaced, you have an option of either wood or aluminum. Specifications are displayed below.
- If you have an aluminum mailbox and it is beyond repair you must replace with the aluminum mailbox.

WOOD MAILBOX

Oncoming Traffic



Important Information

- Some supplies may be available from MPCA. Please call or email the CAM.
- Most supplies are available from local stores (Home Depot/Ace Hardware/Lowes).
- Mailbox must be metal (no plastic).
- Replacement Mailbox must be made of 2" x 12" - Pressure Treated Wood.
- Mailbox must be plumb (straight up and down).
- Paint is Black Satin Sheen.
- Numbers must be 4" Brass.
- Reflectors are 3" Red and may be located either in the up or down position. Lower position is 18 "above grade. Reflectors must be located on the oncoming traffic side of the mailbox.
- Flag Brackets fixed on side of mailbox allowing flag to unfurl at a 45-degree angle towards house.
- Plants must remain below the level of the mailbox.

METAL MAILBOXES

MAGNOLIA POINT COMMUNITY ASSOCIATION

Gold Numbers on both sides of mailbox

Red reflector on side of mailbox facing oncoming traffic

Greenery/foliage up to bottom of mailbox

Ensure stand is plumb

Contact:

Mr. Harold Matthews
Atlantic Powder Coating
904-724-2422

Installed cost = \$250.00

3"- Red Reflector



MAGNOLIA POINT COMMUNITY ASSOCIATION

A Florida Corporation Not-for-Profit
3616 Magnolia Point Blvd.
Green Cove Springs, FL. 32043
904.362.0023

GOLF CART POLICY

The Board of Directors of Magnolia Point Community Association, Inc. (the “Association”), pursuant to its rule-making authority under the Association’s Declaration, hereby adopts this Golf Cart Policy, to be effective on [June 10, 2019](#). This Policy shall be part of the Association’s rules and regulations. In the event of a conflict between the terms of this Policy and the terms of other Association rules and regulations, the terms of this Policy shall apply.

[For the purpose of this policy, golf carts are defined by Florida Statute 320.01.](#)

POLICY STATEMENT:

In an effort to allow the use of golf carts within Magnolia Point while attempting to promote safety within the Community, the following policy has been established for all Owners who operate golf carts within the Association’s Community. While the Association does not advocate or endorse the operation of golf carts on its streets, it will, however, regulate the use of golf carts on the private streets owned by the Association in accordance with this Policy. Compliance with this policy does not guarantee compliance with local, state or federal law, and Owners are advised to investigate all other applicable laws or regulations.

In order to assist in providing safety for everyone in the Community, the following registration requirements and rules have been established. Anyone operating a golf cart must be observant of and attentive to, the safety of themselves and others including their passengers, other motorists, bicyclists and pedestrians. Everyone who operates or rides in golf carts on the streets within Magnolia Point does so at their own risk. The Association assumes no liability for the operation of golf carts on the streets of the Community.

Community registered golf carts are not authorized use on the golf course. Permission must be granted by the Club for use on the golf course.

REGISTRATION:

1. A registration form and a release of liability and indemnification agreement (the “Registration Form”) must be completed by each Owner who intends to use a golf cart on the private streets within the Community. Only Owners of record of property within the Community shall be entitled to register a golf cart in accordance with this Policy.

MPCA GOLF CART POLICY

2. Upon receipt of the completed Registration Form and compliance with the requirements of this Policy, each registered cart will be issued two numbered stickers which must be permanently affixed to the sides of the body of the cart, centered in the general area beneath the driver's seat. These stickers must be prominently displayed on the cart at all times. All requests for the replacement stickers must also adhere to these rules regarding the placement of stickers on the carts.
3. With approval of the Rules Enforcement Committee (REC), alternative registration stickers will be allowed. A single framed license plate with the green numbered sticker may be mounted in a visible location on or near the rear bumper or frame. An extra fee of \$10.00 will be charged for the frame and waterproof backing. Installation on the cart will be by the owner and is their responsibility to maintain.
4. All specialty numbers and custom stickers which have been substituted since 2017 will require a new plate installed as described above. Dual numbers will be allowed on these custom numbered vehicles and will be recorded as such in the registration record.
5. At the time of registration, the Owner must provide a certificate of insurance establishing that the operation of the golf cart is covered by a liability insurance policy with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage. Additionally, by completing the Registration Form, the Owner covenants and agrees to maintain this coverage as long as the golf cart is operated in Magnolia Point.
6. Registration may be handled by the Association on dates, times, and locations to be determined by the REC. All registrations shall be coordinated and scheduled through the REC.
7. The registered Owner shall be responsible for all loss, damage, injury, claims or other liability resulting from the use of the golf cart within the Community, regardless of who may be operating the golf cart at the time the damage, loss or injury occurs.

RULES:

1. Existing Golf Carts must be registered within 30 days of the date of this Policy. If there is a conflict, a later date may be arranged with the Association's Managing Agent. All other carts must be registered within 30 days of obtaining the cart.
2. Drivers must a valid State of Florida driver's license or learner's permit accompanied by an adult licensed driver.
3. Golf carts will adhere to the same driving and parking rules and laws as automobiles. Additionally, golf carts may also park in any designated golf cart parking spaces.

MPCA GOLF CART POLICY

4. Driving or parking on grassy areas is prohibited.
5. Golf carts may only be driven between dawn and dusk unless equipped with headlights and brake lights in operating condition.
6. All passengers must be properly seated while the cart is in motion and may not be transported in a negligent manner or in a manner inconsistent with the cart manufacturer's recommendations. The number of passengers shall not exceed the seating capacity of the cart, including the driver.

ENFORCEMENT:

1. Any violation of this Policy should be reported to the Association's Managing Agent or the REC. Any resident may report a violation to the Managing Agent, the REC or any Association Board Member in writing. The complaint should have as much identifying information as is possible, including but not limited to the identity of the party violating the Policy, the cart registration number, the date, time, and approximate location of the incident, and a detailed description of the alleged violation.
2. Any act constituting a violation of this Policy may result in a fine of \$100.00 in the accordance with the Community Covenants and standard procedures of the REC. Any threat to safety may result in immediate legal action.
3. All reported violations will be reviewed by the REC to determine if the report of a violation is valid before any action is taken.
4. Prior to levying any fines in accordance with this Policy, the affected Owner shall be given notice and an opportunity for a hearing before the REC.
5. The golf cart registration forms will be maintained by the Association's management company.

MAGNOLIA POINT
GOLF CART OWNER REGISTRATION FORM

(Please Print)

Golf Cart Owner Information:

Names(s): _____
Owner's Address: _____
Owner's Phone: Home: _____ Cell: _____
Email: _____ Permission for HOA to email you? Yes or No

Make/Manufacturer of Golf Cart:

Model _____ Year _____ Color _____
Headlight and taillight equipped: YES _____ NO _____
Vehicle Identification Number: _____
Insurance Company & Policy No.: _____
Will this cart be driven on the golf course to play golf? Yes ____ No ____
If yes, your sticker will be registered with and issued by the Golf Club.

Acknowledgement:

I have received, read and understand the Magnolia Point Community Association Golf Cart Policy. I acknowledge that I assume all liability related to Golf Cart operation and am fully responsible for the operation of the above-described cart within Magnolia Point. I also acknowledge that Magnolia Point, by providing this privilege, is in no way endorsing the operation of this cart on the streets and does not and will not assume any liability for the operation of the cart. On behalf of myself and anyone who operates the golf cart, I agree to indemnify and hold harmless the Association and its respective directors, officers, managers, members and anyone else acting by or on behalf of the Association from any and all losses, demands, claims or injury arising from the use of the cart within the Association's Community.

I agree that I will obey all applicable Laws, the terms of this Policy, and all other Association requirements concerning the operation of golf cart within the Association's community.

Owner Signature(s): _____ **Date:** _____

Please drop off this form at the Golf Pro Shop in the clubhouse.

For HOA Use Only: Assigned number of golf cart: _____

Date sticker issued: _____

APPENDIX E: MAGNOLIA POINT PARKING AND TOWING POLICY

At the MPCA Board of Directors meeting on February 10, 2014, the Board of Directors approved towing of vehicles that are not parked in accordance with the governing documents of the Magnolia Point Community Association. This decision was considered carefully for many months. The board was concerned about compliance with Florida law, our governing documents and a general spirit of “reasonableness”.

The Board considers it reasonable to utilize our privately-owned streets for the purpose for which they were intended. The consensus (which is supported by our governing documents) is that streets are for driving, walking etc. and, except when there is absolutely no alternative, they should not be obstructed.

It was discussed that, in the past, many homeowners or residents have parked in the street as a matter of convenience when, in truth, there would be room in the driveway to park. It was agreed that imposition on one’s neighbor merely for one’s convenience is not in keeping with our documents nor is it the safest practice or in compliance with the spirit of “reasonableness”.

Placement of garbage cans in the streets was also discussed. The board could see no logical reasoning behind a decision to place one’s garbage can in the street when given a choice between a driveway, lawn or street. We contacted the City of Green Cove Springs. The city has agreed to endeavor to place trash receptacles off the street after service.

The Board is also committed to the elimination of parking commercial vehicles within the community. Our governing documents strictly prohibit the parking of commercial vehicles. The Board asked the Rules Enforcement Committee to rigorously pursue the enforcement of this parking restriction. Florida law allows (after prescribed administrative procedure) a fine of \$100 per day up to \$1,000.

Summary: The MPCA Board of Directors has signed a towing contract with a local towing company. Towing information signs will be conspicuously placed at the front and back gates. After the signs are placed, towing can occur. A sticker will be placed on the vehicle that will give reasonable notice before the vehicle is towed. If the same vehicle is parked on the street or common area more than once, it is subject to be towed without notice.

Our hope is that not a single vehicle will be towed. The goal is merely to have owners park vehicles in an area that is designated and considered compliant with our governing documents.

When is it reasonable to park in the street? On some streets, such as Colonial Drive, it is probably never reasonable. Our documents allow for limited parking in the street when a special event is taking place. These events could include birthday parties, book club meetings, funerals or other gatherings. The Board agreed that it is never reasonable to park in the street overnight. The towing policy is not designed to tow your daughter’s college roommate who innocently parked in the street when arriving for a weekend visit at 2am. The Board would hope the owner of the home would inform the visitor of the provision in our documents in advance, however.

As a check to the possible abuse of the towing provision, the Board agreed that, before a vehicle is towed; two members of the board plus the chairman of the rules enforcement committee must agree that the towing is necessary and reasonable. The approved towing form is provided below.

Magnolia Point Towing Form

Date: ____/____/____

Time: _____

Towing policy is to “soft” notice with 24 hours to correct.

Orange Sticker notice within 24-hour date and time.

Orange Sticker notice with red part of sticker filled out and with correct information, including DAY, TIME and DATE vehicle will be towed. Black lettering MESSAGE, DATE, TIME AND SIGNATURE is when notice is posted, must be filled out or the company will not tow.

DO NOT PLACE STICKER ON FRONT WINDSHIELD

Vehicle Make: _____

Vehicle Model: _____

Vehicle Color: _____

Vehicle Tag: _____

Authorization is Two (2) Board Members and Rules Chair by phone or signature. Name of person filling out form must be in place of members is authorization is by phone.

Board Member: _____ () Phone

Board Member: _____ () Phone

Rules Chair: _____ () Phone

DesktopHD/MagPt.com/public_html/Committees/MPHandbook- Current/2018/MP_Handbook.PDF