

The Park at The Magnolias

HOA Summary

This summary is provided for general informational purposes and is not part of the recorded HOA documents nor a full list of restrictions and covenants. Refer to the full HOA governing docs for a complete understanding of the Homeowners' Association covenants, bylaws, and restrictions. **WRITTEN APPROVAL FROM THE ARCHITECTURAL REVIEW BOARD IS REQUIRED PRIOR TO MAKING ANY EXTERIOR CHANGES TO THE PROPERTY.**

Fences

Materials: Allowed – White or tan polyvinyl chloride (PVC) or black aluminum fence. Not allowed - chain link barbed wire, or electric strands.

Height: Minimum of three (3) feet and maximum of six (6) feet

Landscaping and Yard Use

Trees, plants, and landscaping: Any changes to the yard, landscaping, shrubbery and any flora must be approved prior to changing.

Garden beds: No limitations noted

Swing sets and sports equipment: Allowed – cannot be seen from any street

Sheds: Sheds are permitted as long as they are no higher than 8 ft, architecturally complimentary to the dwelling, located in back yard and surrounded by a 6 ft fence with prior approval.

Swimming pools: Allowed - In ground. Not allowed - above ground.

Parking and Motor Vehicles

Commercial / Work Vehicles: Allowed in garage

Boats, RV's, ATV's, jet skis, etc.: Allowed in garage

Trailers: Allowed in garage

Animals

Number: No more than a total of three (3) commonly accepted household pets (such as dogs and cats) may be kept on a Lot or within a Home contained on a Lot.

Restrictions: No breed who is noted for its viciousness or ill tempered, in particular, the "Pit Bull".

Livestock: Not allowed

Rentals

Long term: No less than 7 months

Short term: Not allowed

See recorded HOA documents in pages that follow



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www.HighlandHomes.ORG

For informational purposes only; subject to change without notice. Refer to the full covenants and association governing docs for a complete understanding of the Homeowners' Association.

RECORD: \$ 510.00

Return to:

Tim Haines
125 NE 1st Avenue, Suite 1
Ocala, FL 34470



This Instrument Prepared by:
Tim Haines
Gray, Ackerman & Haines, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 04/14/2005 01:40:19 PM

FILE #: 2005058753 OR BK 04001 PGS 1695-1754

RECORDING FEES 511.50

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

THE MAGNOLIAS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, this **THE MAGNOLIAS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS** is made and entered into as of the 14 day of April, 2005, by and between **J & B DEVELOPERS, INC., A FLORIDA CORPORATION AND OSIG INVESTMENTS, INC., A FLORIDA CORPORATION**, as the developers of the real property described in Exhibit "A", **AND PEEK PROPERTIES, INC., A FLORIDA CORPORATION**, as the developer of the real property described in Exhibit "B", said real property described in Exhibits "A" and "B" which has been or will be platted as Neighborhoods (as that term is defined herein) of a residential subdivision known as "*The Magnolias*".

WITNESSETH:

WHEREAS, J&B Developers, Inc., a Florida corporation, OSIG Investments, Inc., a Florida corporation, and Peek Properties, Inc., a Florida corporation, are the developers of certain real property more particularly described in the attached Exhibits "A" and "B", which they intend to develop as a residential subdivision containing multiple Neighborhoods (as that term is defined herein) to be known collectively as "*The Magnolias*" (all of which said property shall hereinafter be referred to as the "*Subject Property*"); and

WHEREAS, J&B Developers, Inc., a Florida corporation, OSIG Investments, Inc., a Florida corporation, and Peek Properties, Inc., a Florida corporation, desire and intend that the above described Subject Property, along with additional property which J&B Developers, Inc., a Florida corporation and OSIG Investments, Inc., a Florida corporation, or Peek Properties, Inc., a Florida corporation, or their successors or assigns, may submit to the lien, operation, and effect of this The Magnolias Master Declaration of Covenants and Restrictions (hereinafter the "*Declaration*") be held, transferred, sold, conveyed and occupied as a community to be known as "*The Magnolias*" and that this Declaration uniformly encumber the same.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the undersigned, including any Owner of any portion of the real property described in Exhibits "A" and "B" executing a Joinder and Consent hereto, declare the Subject Property as defined herein and such additions thereto as may hereafter be made pursuant to Article 3 hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this The Magnolias Master Declaration of Covenants and Restrictions as the same may from time to time be amended, and that such covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the Subject Property, or any additions to the Subject Property as defined herein, including their heirs, successors, assigns and personal representatives.

ARTICLE 1. DECLARANTS

Any reference herein to the "*Declarants*" shall be to J&B Developers, Inc., a Florida corporation, OSIG Investments, Inc., a Florida corporation, and Peek Properties, Inc., a Florida corporation, collectively, and their successors and assigns as contemplated hereby. Any reference to "*Declarant*" shall mean, with regard to any portion of the real property described on Exhibit "A", J&B Developers, Inc., a Florida corporation and OSIG Investments, Inc., a Florida corporation, their successors and assigns as contemplated hereby, and shall

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mean, with regard to any portion of the real property described on Exhibit "B", Peek Properties, Inc., a Florida corporation, and its successors and assigns as contemplated hereby. The rights, powers, and privileges of each of the Declarants hereunder may be assigned to a third party, including a bulk purchaser or bulk purchasers of Lots (as that term is defined herein). No third party shall be a Declarant, however, unless the assignment from one of the Declarants shall be evidenced by a written document executed by the assignee Declarant recorded in the Public Records of Marion County, Florida. For each Neighborhood, as that term is defined herein, the Declarant shall be identified in the Neighborhood Declaration or an amendment or supplement thereto. The Declarants acknowledge that J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation, are both the Owners of the real property described in the attached Exhibit "A", and the developers thereof. The Declarants further acknowledge that the real property described in Exhibit "B" is owned by Albert B. Peek, Trustee, and that Peek Properties, Inc., a Florida corporation, is the developer thereof. In recognition of the same for purposes of this Declaration any and all portions of the Subject Property owned by Albert B. Peek, Trustee, shall be deemed owned by Peek Properties, Inc., a Florida corporation, and any reference to rights, powers, duties, obligations or privileges of the Owner of a Lot shall be, with regard to Lots owned by Albert B. Peek, Trustee, references to rights, powers, duties, obligations or privileges of Peek Properties, Inc., a Florida corporation. With regard to any Additions to Subject Property subsequently made subject to this Declaration the Declarant for those Additions to Subject Property shall be the Declarant as identified in the Supplemental Declaration subjecting said Additions to Subject Property to the lien, encumbrance, and effect of this Declaration.

ARTICLE 2.
DEFINITIONS

The following words when used in the Declaration or any amendment, supplement or modification thereto (unless the context shall prohibit) shall have the following meanings:

- Section 2.1** ***"Additions to Subject Property"*** – shall mean and refer to any property owned by a Declarant or third parties joining in, and consenting to, this Declaration, or their successors or assigns, not a part of the Subject Property which becomes subject to this Declaration or any amendment or supplement thereto under the provisions of Article 3 hereof. Such additions to Subject Property which shall be added from time to time may be of any size and may contain any number of Lots, in any sequence as determined by a Declarant along with any Master Common Areas or Limited Common Areas deemed appropriate by that Declarant.
- Section 2.2** ***"Approved Builder"*** – shall mean and refer to any licensed building contractor designated as an *"Approved Builder"* by a Declarant. Approved Builders may vary from Neighborhood to Neighborhood.
- Section 2.3** ***"Architectural Review Board" or "ARB"*** – shall mean and refer to the Declarant, its assigns, or any committee or committees created pursuant to Article 9 of this Declaration.
- Section 2.4** ***"Articles of Incorporation"*** – shall mean and refer to the Articles of Incorporation of The Magnolias of Ocala Homeowners' Association, Inc. as they may be amended from time to time, a true and correct copy of which are attached as Exhibit "C".
- Section 2.5** ***"Assessment"*** – shall mean and refer to those charges made by a Declarant, the Association, or a Neighborhood Association from time to time against a Lot or Lots within the Subject Property for the purposes, and subject to the terms, set forth herein, whether made regularly and in proportional amounts as to each Lot, subject to the state of development thereof, levels of services provided, or other relevant factors, or as a fine or assessment against a single Lot or a limited number of Lots, and shall mean, but not be limited to, all assessments, fees, or fines described in Article 8 and Sections 8.3 through 8.9 of this Declaration.
- Section 2.6** ***"Association"*** – shall mean and refer to The Magnolias of Ocala Homeowners' Association, Inc., its successors and assigns. The Articles of Incorporation and Bylaws of said Association are attached hereto as Exhibits "C" and "D" respectively.

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- Section 2.7** **"Bylaws"** – shall mean and refer to the Bylaws of The Magnolias of Ocala Homeowners' Association, Inc., as they may be amended from time to time, a true and correct of which are attached as Exhibit "D".
- Section 2.8** **"Common Areas"** – shall mean and refer to the "*Master Common Areas*" and the "*Limited Common Areas*". NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS", "MASTER COMMON AREAS" AND "LIMITED COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANTS TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANTS' SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION, AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE ASSOCIATION OR A NEIGHBORHOOD ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.
- Section 2.9** **"Common Expenses"** – shall mean the actual and estimated costs of maintaining the Association and any Neighborhood Association and performance by the Association and any Neighborhood Association of all of its functions and obligations set forth in this Declaration, and estimated costs and expenses of ownership, maintenance, management, operation, insurance, repair, reconstruction and replacement of the Common Areas (including unpaid Special Assessments and including those costs not paid by the Owner responsible for the payment); including the costs of maintaining, managing, operating, repairing and reconstructing the Landscape Easement Area, any costs incurred in exercising the rights of the Association or a Neighborhood Association granted in Article 4, the costs of all utilities; the costs of management and administration of the Association and any Neighborhood Association, including, but not limited to, compensation paid by the Association or a Neighborhood Association to managers, accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities serving the Common Areas, gardening and other services benefitting the Common Areas, the costs of fire, casualty and liability insurance, Workmen's Compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Association or a Neighborhood Association; costs of errors and omissions liability insurance for officers, employees and agents of the Association or a Neighborhood Association; taxes paid by the Association or a Neighborhood Association, including real property taxes for the Common Areas; amounts paid by the Association or a Neighborhood Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof, and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association or a Neighborhood Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners. To the extent "*Common Expenses*" are associated with Master Common Areas or the Association, the same shall be, unless otherwise expressly provided herein or in a Neighborhood Declaration, deemed "*Master Common Expenses*" and subject to the assessment contemplated by Section 8.3 below. To the extent the Common Expenses are associated with Limited Common Areas or a Neighborhood Association, the same shall be, unless otherwise expressly provided herein or in a Neighborhood Declaration, deemed "*Limited Common Expenses*" and subject to the assessment set forth in Section 8.4 below. Limited Common Expenses may include the cost of maintaining the landscaping on lawns, yards, and other landscaping on individual Lots within a Neighborhood, as established by any Neighborhood Declaration.
- Section 2.10** **"Declaration"** – shall mean and refer to this The Magnolias Master Declaration of Covenants and Restrictions as the same may be from time to time supplemented and amended.

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Section 2.11 ***"Declarants"*** – shall mean and refer, initially, to **J & B DEVELOPERS, INC., A FLORIDA CORPORATION, OSIG INVESTMENTS, INC., A FLORIDA CORPORATION AND PEEK PROPERTIES, INC., A FLORIDA CORPORATION**. The ***"Declarant"*** or a ***"Declarant"*** shall mean, with regard to the real property described in Exhibit "A", J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation, their successors and assigns, as contemplated hereby, who shall exercise all powers, rights, obligations, and responsibilities of the Declarants under this Declaration as they pertain to the real property described in Exhibit "A". The ***"Declarant"*** or a ***"Declarant"*** shall mean, with regard to the real property described in Exhibit "B", Peek Properties, Inc., a Florida corporation, its successors and assigns, as contemplated hereby, who shall exercise all powers, rights, obligations, and responsibilities of the Declarant under this Declaration as they pertain to the real property described in Exhibit "B". To the extent a portion of the Subject Property, except for an individual Lot conveyed to an Owner, is transferred to a third party, including the Association, that third party, as well as the owner or owners of the remainder of the Subject Property, may all be Declarants and entitled to exercise the rights, duties and obligations of a Declarant set forth herein with regard to the portion of the Subject Property so conveyed as established in agreement between the Declarant for the portion of the Subject Property being transferred and said owner or owners, which agreement shall be recorded in the Public Records of Marion County, Florida. Without limiting the foregoing, the initial Declarant for any Neighborhood shall be designated in the Neighborhood Declaration or an amendment or supplement thereto. Nothing contained herein is intended to grant or convey to any Owner of a single Lot any rights of a Declarant as defined herein.

Section 2.12 ***"Gate"*** – shall mean and refer to any gate, barricade, and associated entry features, including signage, landscaping, medians, irrigation, and utilities serving the same, installed within the Common Areas and operated by the Association, a Neighborhood Association, or a Declarant to identify the entrance to a Neighborhood and/or to control access to the same. THE PROVISION OF A GATE SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE SUBJECT PROPERTY OR A NEIGHBORHOOD. THE DECLARANTS DO NOT GUARANTY OR WARRANT, EXPRESSLY OR BY IMPLICATION, THAT ANY GATE WILL PREVENT INTRUSIONS, THEFTS OR OTHER OCCURRENCES. EACH AND EVERY OWNER AND OCCUPANT OF EACH RESIDENCE ACKNOWLEDGES THAT THE DECLARANTS AND THE ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR RESIDENCES, OR THE PERSONAL PROPERTY LOCATED WITHIN RESIDENCES.

Section 2.13 ***"Landscape Easement Area"*** – shall mean and refer to the portion of any frontage or other buffer, whether an easement located on a Lot or Lots or a Tract owned in fee simple by the Association or a third party, however identified, depicted on the face of any plat of all or any portion of the Subject Property and generally lying within thirty feet (30') of the right-of-way line of SE 46th Court, (whether the east right-of-way line or the west right-of-way line), or within twenty feet (20') of the north right-of-way line of SE 38th Street, or within twenty feet (20') of the south boundary line of any portion of the Subject Property which south boundary line is not adjacent to another portion of the Subject Property, or within the right-of-way of SE 46th Court or SE 38th Street to the extent the appropriate governmental authority has granted to the Declarants or the Association the right to maintain the same. It is intended that each Neighborhood Declaration shall initially identify the portion of the Landscape Easement Area lying within that Neighborhood as a Master Common Area.

Section 2.14 ***"Limited Common Areas"*** – shall mean any portions of the Subject Property which are declared by this Declaration, including any Supplemental Declaration, or any Neighborhood Declaration, to be Limited Common Areas, with the intention of the Declarants that the Limited Common Areas be those Common Areas made available to Owners of Lots within a Neighborhood, but not to all Owners of Lots within The Magnolias, and which may include without limitation any private roads, drainage areas, buffer areas, easements for roads, rights-of-ways, walkways, parking areas, utility easements, medians and paths, and all improvements now or hereafter constructed thereon including, without limitation streets,

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lighting systems, (except for light posts on any Lot, the operation, maintenance and electricity of which shall be the responsibility of the Owner of that Lot) all utility rights-of-way and non-exclusive easements, signage, structures, ponds and landscaping thereon. Any Declarant may with regard to Limited Common Areas of which it is the Declarant, in its sole discretion, maintain, transfer and assign, or cause to be maintained, transferred or assigned, legal ownership of the Limited Common Areas, including to the Association, or a Neighborhood Association, subject only to the use rights granted herein to the Owners, or in a Neighborhood Declaration, which use rights shall not be construed to create in any Owner a legal interest in and to such Limited Common Areas. "*Limited Common Area*" or "*Limited Common Areas*" shall not include those areas shown on any recorded plat of the Subject Property or Additions to Subject Property, or identified herein or in any Neighborhood Declaration, as Lots, or Master Common Areas. Without limiting any of the foregoing, Limited Common Areas may include, for any Neighborhood, private road rights-of-way located therein and any Gate within the Neighborhood.

Section 2.15 "**Lot**" – shall mean and refer to any plot of land shown on any recorded subdivision plat of the Subject Property which has been designated by the Declarant to contain a Residence. The word "*Lot*" shall also include the Residence located thereon when one has been constructed on the Lot.

Section 2.16 "**Master Common Areas**" – shall mean and refer to those areas of land which may be depicted as Master Common Areas on any recorded subdivision plat of the Subject Property or Additions to Subject Property, or which may be designated as Master Common Areas by the Declarant for the portion of the Subject Property in which those Master Common Areas are located in any Supplemental Declaration or in any Neighborhood Declaration recorded in the Public Records of Marion County, Florida, or otherwise designated by the Declarant for the portion of the Subject Property in which those Master Common Areas are located as Master Common Areas, and which may include, without limitation, any private roads, drainage areas, buffer areas, easements for roads, rights-of-ways, walkways, parking areas, utility easements, medians and paths, and all improvements now or hereafter constructed thereon including, without limitation, streets, lighting systems, (except for light posts on any Lot, the operation, maintenance and electricity of which shall be the responsibility of the Owner of that Lot) all utility rights-of-way and non-exclusive easements, signage, structures, ponds and landscaping thereon. Any Declarant, for the Master Common Areas for which it is Declarant, may in its sole discretion maintain, transfer and assign, or cause to be maintained, transferred or assigned, its legal ownership of Master Common Areas, including to the Association, subject only to the use rights granted herein to the Owners, which use rights shall not be construed to create in any Owner a legal interest in and to such Master Common Areas. "*Master Common Area*" or "*Master Common Areas*" shall not include those areas shown on any recorded plat of the Subject Property or Additions to Subject Property, or otherwise identified, whether herein or otherwise, as Lots or Limited Common Areas.

Section 2.17 "**Member**" – shall mean and refer to a Member of the Association, which shall include all Owners and Declarants.

Section 2.18 "**Neighborhood**" – shall mean any portion of the Subject Property identified in any Declaration of Covenants and Restrictions, or supplement to this Declaration, however identified, filed in the Public Records of Marion County, Florida, by the Declarant for the portion of the Subject Property being encumbered thereby, identified therein as a Neighborhood hereunder.

Section 2.19 "**Neighborhood Association**" – shall mean any portion of the Subject Property and refer to any Association now or hereafter created to administer a specific portion of the real property pursuant to a Neighborhood Declaration. Nothing contained herein shall constitute a requirement that each Neighborhood have a separate Neighborhood Association.

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- Section 2.20** **"Neighborhood Declaration"** – shall mean any declaration of covenants and restrictions, or supplement to this Declaration, however identified, filed in the public records of Marion County, Florida, by the Declarant for the portion of the Subject Property encumbered by said Neighborhood Declaration, and encumbering that portion of the Subject Property and identifying that portion of the Subject Property encumbered thereby as a Neighborhood hereunder. Notwithstanding anything herein contained in this Declaration to the contrary, a Neighborhood Declaration shall be effective upon execution of the same by the Declarant for the portion of the Subject Property encumbered thereby, and it shall not be necessary for any other Declarants to join in or consent to the same.
- Section 2.21** **"Owner"** – shall mean and refer to the record Owner, whether one or more persons or entities, of the fee or undivided fee interest in any Lot located within the Subject Property, including Declarants, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. With regard to Lots titled in the name of Albert B. Peek, Trustee, Peek Properties, Inc., a Florida corporation, shall be deemed the Owner thereof for all purposes hereunder.
- Section 2.22** **"Residence"** – shall mean and refer to any building or portion of a building situated upon a Lot designed and intended to be used and occupied as a single family residence. By way of example, but not limitation, "Residence" shall include a town home, condominium, villa, coach home, zero lot line home, patio home, unit in a multi-family home, duplex unit, triplex unit, quadruplex unit, unit in a residential apartment, or any other form of single family dwelling, whether attached or detached.
- Section 2.23** **"Rules and Regulations"** – shall mean and refer to any and all rules and regulations duly promulgated by the Association or a Declarant under this Declaration, the Articles of Incorporation and the By-Laws.
- Section 2.24** **"SE 46th Court"** – shall mean and refer to the portion of SE 46th Court, including traffic circles or roundabouts, running more or less through the center of the Subject Property from the northern boundary of the Subject Property to the southern boundary of the Subject Property.
- Section 2.25** **"Subdivision Signage"** – shall mean any signage, along with associated landscaping, walls, lighting and other improvements as well as utilities and irrigation serving the same, located more or less at the south end of SE 46th Court and the north end of SE 46th Court, serving to identify The Magnolias.
- Section 2.26** **"Subject Property"** – shall mean, initially, the real property described in Exhibit "A" and in Exhibit "B", as well as any additional property which is made subject to these Declarations as an Addition to Subject Property as set forth in Article 3 hereof, unless any portion of the real property described in Exhibit "A" or Exhibit "B", is subsequently withdrawn herefrom by the Declarant for the same. The Declarants reserve the right to make such changes and/or modifications to the description of the Subject Property as are required by appropriate governmental authorities, or as are generally consistent with the quality of the development of previously platted portions of the Subject Property, in their sole and absolute discretion.
- Section 2.27** **"Supplemental Declaration"** – shall mean and refer to any instrument recorded by a Declarant and by the owner of the real property which is the subject matter of the instrument, in the Public Records of Marion County, Florida for the purpose of adding additional property to the Subject Property, declaring certain portions of the Subject Property to be Neighborhoods, declaring certain portions of the Subject Property to be Master Common Areas or Limited Common Areas, withdrawing properties from the Subject Property or the Master Common Areas or Limited Common Areas, or otherwise amending or supplementing this Declaration.
- Section 2.28** **"Surface Water or Storm Water Management System"** – shall mean and refer to a system which is designed and constructed or implemented to control discharges which are

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necessitated by rainfall amounts, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to the provisions of Chapters 40C-4, 40C-40, or 40C-42, of the *Florida Administrative Code*, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

Section 2.29 ***"The Magnolias"*** – shall mean and refer to the residential development to be constructed on the Subject Property.

ARTICLE 3.
PROPERTY SUBJECT TO THIS DECLARATION
AND
ADDITIONS TO SUBJECT PROPERTY AND ADJACENT PROPERTY

Section 3.1 **Subject Property.** By acceptance of title to a Lot, each Owner acknowledges that the planning process for The Magnolias is flexible and ongoing and must remain so in order to be responsive to and accommodate the needs of Declarants, local governmental authorities, and potential purchasers of Lots. Each Declarant has the right to develop the portion of the Subject Property for which it is Declarant into single family residences comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, duplexes, triplexes, quadruplexes, rental apartments, or any other form of residential dwellings, whether detached or attached. The existence at any point in time of walls, landscape screens, or berms is not a guarantee or promise that such items will remain or form part of The Magnolias as finally developed.

Section 3.2 **Additions to Subject Property.** Each Declarant may from time to time, and at any time, in its sole and absolute discretion, cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Subject Property; and until such time as such additions are defined as Additions to Subject Property in the manner hereinafter set forth, no real property other than the Subject Property shall be affected by or become subject to this Declaration. Until such time as any portion of such property is submitted to the terms of this Declaration by recordation of a Supplemental Declaration extending the scheme of the Declaration to said property, no Declarant shall be obligated to submit such property to this Declaration or make such property a part of The Magnolias. However, in the event a Declarant submits such property to this Declaration, that Declarant shall have such rights regarding such property as are provided for the Declarants in this Declaration and the Supplemental Declaration to which such property is subject. Without limiting the foregoing, each Owner, by acceptance of a Deed to a Lot acknowledges the Declarant's intention to extend the Declaration to, and to incorporate within the Subject Property, additional real property which may be developed differently than existing Neighborhoods. By acceptance of a Deed to a Lot subject to this Declaration each Owner expressly consents to the extension of the same, and to the incorporation of additional real property into the Subject Property. Without limiting the foregoing, the undersigned expressly consents to any and all comprehensive plan land use changes or amendments and zoning changes or amendments to adjacent property owned by the Declarant, or any of them, necessary, as determined by the Declarant, to incorporate adjacent real property into The Magnolias, as well as any and all site plan and plat approvals necessary to plat the same for residential purposes, whether to be developed as free standing single family residences, villas, townhomes, coach homes, zero lot line homes, patio homes, multi-family homes, condominiums, duplexes, triplexes, quadruplexes, residential apartments, or any other form of residential dwelling, whether attached or detached.

Section 3.3 **Withdrawals from Subject Property.** Each Declarant may, with the consent of all of the Declarants, at any time, withdraw any portions of the Subject Property from the provisions and applicability of this Declaration by recording of an amendment to this Declaration, in the Public Records of Marion County, Florida. The right of a Declarant to withdraw portions of the Subject Property shall not apply to any Lot which has been conveyed to an Owner, unless

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that right is specifically reserved in an instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Subject Property shall not require the consent or joinder of any other party, other than all of the Declarants, including, but not limited to, the Association. The Association shall have no right to withdraw portions of the Subject Property from the Declaration.

Section 3.4 **Supplemental Declaration of Covenants and Restrictions.** Each of the Additions to Subject Property authorized under this Article shall be made by a Declarant and the owner of the Additions to Subject Property by filing of record a Supplemental Declaration with respect to those Additions to Subject Property which shall subject those particular Additions to Subject Property to the scheme of the covenants and restrictions of this Declaration as such scheme may be hereafter modified or amended as provided for herein or in said Supplemental Declaration. Such additions shall be made whenever a Declarant in its sole and absolute discretion deems appropriate, but in no event shall any Supplemental Declarations making additions to The Magnolias be recorded after thirty (30) years from the date this Declaration is recorded in the Public Records of Marion County, Florida. Such Supplemental Declaration shall be made by a Declarant and shall not require consent of any person or entity, including without limitation, any Owner, Member, mortgagee of a Lot or Residence, or the Association, except for any owner of the property which is the subject matter of the Supplemental Declaration. Such Supplemental Declaration may contain such additions and modifications to these Declarations and additions and modifications to the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additions to Subject Property, as determined by the Declarant in its sole discretion. The Owner of each Lot located in any Additions to Subject Property shall become a Member of the Association when the Supplemental Declaration submitting the Additions to Subject Property in which the Lot is located to the terms of this Declaration is recorded in the Public Records of Marion County, Florida. At and after that time the Owner may exercise all rights of a Member of the Association, including the right to vote, and shall become subject to the terms and conditions of the Declaration as provided in the Supplemental Declaration, including without limitation the obligation for payment of Assessments as provided herein. Upon filing, any Supplemental Declaration shall be considered a part of the Declaration and the term "*Declaration*" as used herein shall include such Supplemental Declaration. Upon filing, any Additions to Subject Property described in the Supplemental Declarations shall be considered a part of the Subject Property and the term "*Subject Property*" as used herein shall include such Additions to Subject Property.

Section 3.5 **Adjacent Property.** By acceptance of a deed to any portion of the Subject Property the grantee therein acknowledges being informed that the Declarant, or any one of them, may own additional real property to the south of the Subject Property intended to be developed for commercial purposes. By acceptance of the deed the undersigned acknowledges the appropriateness of said commercial development of the adjacent real property and waives any right said grantee may have to object to the commercial development of adjacent real property owned by any Declarant including any comprehensive plan changes, zoning changes, site plan approvals, or other requests for governmental approvals or permits, determined by any Declarant to be appropriate for development of said adjacent real property for commercial purposes.

ARTICLE 4.
RIGHTS IN THE COMMON AREAS AND RECREATIONAL AREAS

Section 4.1 **Owners Easement in Master Common Areas.** Subject to the provisions of Section 4.2 of this Article and the additional provisions of this Declaration, every Owner, his guests, invitees, and tenants shall have a right and perpetual non-exclusive easement of enjoyment and use in and to all the Master Common Areas, for the purposes for which they are created as described herein, on any recorded plat, in any recorded Supplemental Declaration, or any Neighborhood Declaration, wherein such Master Common Areas are described, and such easement shall be appurtenant to and shall pass with title to every Lot. Such easements of enjoyment and use shall include but not be limited to, the Owner's right of ingress and egress

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over the streets, roadways and walkways on the Master Common Areas for purposes of access to a Lot. The Declarants shall have a perpetual easement for ingress and egress for themselves, and their guests, agents, employees, invitees, licensees and tenants over, across, and upon all Master Common Areas. No Owner shall have any greater or lesser rights than any other Owner or the Declarants in any Master Common Area solely by reason of the fact that the same adjoins such Owner's Lot. The Declarants reserve to the Association the right to promulgate and enforce written or posted Rules and Regulations regarding the use of the Master Common Areas, including the use of the streets, roads and sidewalks within the development by all persons operating a vehicle of any kind.

Section 4.2 **Cross Easement Rights in the Master Common Areas.** At the time a Supplemental Declaration is recorded in the Public Records of Marion County, Florida, bringing any Additions to Subject Property into The Magnolias and making said Additions to Subject Property subject to this Declaration, all Owners of any Lot in The Magnolias, whether in any plat of the Subject Property or the plat for any Additions to Subject Property, shall have a right and perpetual nonexclusive easement of enjoyment and use in all the Master Common Areas in The Magnolias for the purposes for which they were designed, regardless of where the Master Common Areas are located, and such easement shall be appurtenant to and shall pass with title to every Lot and shall not be separated from Lot ownership.

Section 4.3 **Owner's Easement in Limited Common Areas.** Every Owner granted a right to use Limited Common Areas in any Neighborhood Declaration for the Neighborhood in which the Limited Common Areas are located shall have a right and perpetual non-exclusive easement of enjoyment and use in and to those Limited Common Areas, for the purposes for which they are created as described herein, on any recorded plat, or in any recorded Supplemental Declaration, or in any recorded Neighborhood Declaration for the Neighborhood in which the Limited Common Areas are located, and wherein such Limited Common Areas are described, and such easement shall be appurtenant to and shall pass with title to every Lot granted a right in and to the Limited Common Areas as set forth above. Such easements of enjoyment and use shall include but not be limited to, the Owner's right of ingress and egress over the streets, roadways and walkways on the Limited Common Areas for purposes of access to a Lot. The Declarant for any Neighborhood in which Limited Common Areas are located shall have a perpetual easement for ingress and egress for itself, and its guests, agents, employees, invitees, licensees and tenants over, across, and upon those Limited Common Areas. No Owner shall have any greater or lesser rights than any other Owner or the Declarant in any Limited Common Areas solely by reason of the fact that the same adjoins such Owner's Lot. Each Declarant hereby reserves to the Association the right to promulgate and enforce written or posted Rules and Regulations regarding the use of the Limited Common Areas, including regarding the use of streets, roads and sidewalks within the development by all persons operating a vehicle of any kind.

Section 4.4 **Title to Common Areas.** Each Declarant owning a portion of the Common Areas may retain title to the same, whether Master Common Areas and Limited Common Areas, or sell, mortgage or otherwise encumber its interest in all or a portion of the Master Common Areas and Limited Common Areas to third parties, including the Association, along with improvements thereon, subject only to the rights of Owners set forth herein or otherwise established in a Neighborhood Declaration for the Neighborhood in which the specific Limited Common Areas are located. Each Declarant has the right, at any time to convey all or any portion of the Master Common Areas or Limited Common Areas owned by it to the Association or a Neighborhood Association and the Association or a Neighborhood Association shall accept such conveyance so long as said conveyance is accompanied by any rights of that Declarant to levy and collect the Annual Master Common Areas Assessment or Annual Drainage Replacement Assessment with regard to the Master Common Areas so conveyed as set forth in Sections 8.3 and 8.6 below and, with regard to any Limited Common Areas, the right to levy and collect the Annual Limited Common Areas Assessments or Annual Road Replacement Assessment for those Limited Common Areas as set forth Sections 8.4 or 8.5. Any conveyance of all or any portion of the Common Areas to the Association or a Neighborhood Association shall be subject to easements, restrictions,

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reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association or Neighborhood Association to whom the portion of the Common Areas has been conveyed shall be deemed to have assumed and shall pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portion of the Common Areas and other obligations related to the Common Areas imposed herein. The Association or Neighborhood Association to whom a portion of the Common Areas is conveyed shall, and does hereby, indemnify and hold the Declarants harmless on account thereof. The Association or Neighborhood Association to whom a portion of the Common Areas are conveyed does hereby accept such dedications or conveyances without setoff, condition or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be conveyed in "AS IS, WHERE IS" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS, OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. In the event that the Association or Neighborhood Association to whom a portion of the Common Areas is conveyed believes that the Declarant conveying the same has failed in any respect to meet its obligations under this Declaration, or has failed to comply with any of its obligations under the law or the Common Areas conveyed are defective in any respect, the Association or the Neighborhood Association shall give written notice to the Declarant making such conveyance within thirty (30) days of the date of the conveyance detailing the alleged failure or defect. Once the Association or Neighborhood Association has given written notice to the Declarant pursuant to this Section, the Association or Neighborhood Association shall be obligated to permit the Declarant, and its agents, to perform inspections of the Common Areas and to perform all tests and to make all repairs and replacements deemed necessary by Declarant to respond to such notice at all reasonable times. The Association and the Neighborhood Association agree that any inspection, test and/or repair and replacement scheduled on a business day between 9:00 a.m. and 5:00 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, at its sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The Association's or Neighborhood Association's failure to give notice within the time frame set forth herein and/or otherwise comply with the provisions of this Section will damage the Declarants. At this time it is impossible to determine the actual damages the Declarants may suffer. Accordingly, if the Association or a Neighborhood Association fails to comply with its obligations under this Section in any respect, the Association or Neighborhood Association shall pay to the Declarant conveying the Common Areas in question liquidated damages in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) which the Association and Neighborhood Association agree is a fair and reasonable remedy. Any conveyance of a portion of the Common Areas to the Association or a Neighborhood Association shall be deemed to include a reservation of right in favor of the Declarant making such conveyance (so long as said Declarant owns any portion of the Subject Property) to require that the Association or Neighborhood Association to whom the portion of the Common Areas are conveyed, reconvey all or a portion of the same by Quit Claim Deed in favor of that Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. Any conveyance of a portion of the Common Areas or Master Common Areas to either the Association or a Neighborhood Association by Albert B. Peek, Trustee, shall be deemed a conveyance by Peek Properties, Inc., a Florida corporation, for purposes of this provision and any rights, remedies, claims, or demands of that Association or Neighborhood Association shall be limited as set forth herein, and shall be against Peek Properties, Inc., a Florida corporation, as Declarant and not against Albert B. Peek, Trustee, the Association and each Neighborhood Association acknowledging that Albert B. Peek, Trustee, is not a developer of the Subject Property and is not responsible for the condition of, or development of, any portions of the Subject Property.

Section 4.5 **Delegation of Use.** Any Owner may delegate his right of enjoyment to the Master Common Areas and any Owner having a right to use Limited Common Areas may delegate his right

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of enjoyment to those Limited Common Areas, to a member of his family and his bona fide guests (defined as any guest staying with the Owner for twenty-four (24) hours or more) and invitees, his tenants, or contract purchasers who reside in his Residence, subject to such Rules and Regulations that may be established from time to time by the Association.

Section 4.6 **Rules and Regulations.** The Association shall have the right in its absolute discretion to adopt, modify, amend and terminate at any time and from time to time Rules and Regulations for the use of the Common Areas, including the promulgation of written rules and the posting of traffic control devices and signs regulating the use of the streets, roads and sidewalks. Such Rules and Regulations, and all provisions, restrictions, and covenants may be enforced by legal or equitable action of any Declarant or the Association. No such Rules and Regulations shall be binding upon a Declarant. The Rules and Regulations shall not apply to any Declarant or to any of the Subject Property, including Lots, owned by a Declarant, and shall not be applied in any manner which would adversely effect the interest of any Declarant.

Section 4.7 **Assumption of Risk.** Without limiting any other provisions herein, each Owner, and every user of any portion of the Common Areas, accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of the Common Areas including, without any limitation, (i) noise from maintenance equipment, (ii) use of pesticides, herbicides, and fertilizers, (iii) view restrictions caused by maturation of trees and shrubbery, (iv) reduction of privacy caused by the removal or pruning of shrubbery or trees, and (v) design of any portion of The Magnolias. Each such person also expressly indemnifies and agrees to hold harmless the Declarants, the Association, and any Neighborhood Association, and their employees, directors, representatives, officers, agents, and partners, from any damage, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs of trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas do so at their own risk.

Section 4.8 **Owner's Obligation to Indemnity.** Each Owner agrees to indemnify and hold harmless the Declarants, the Association, any Neighborhood Association, and their officers, partners, agents, employees, affiliates, directors, and attorneys (collectively the "*Indemnified Parties*") against all actions, injuries, claims, losses, liabilities, damages, costs and expenses of any kind or nature whatsoever ("*Losses*") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas. Should any Owner bring suit against the Declarants, the Association, a Neighborhood Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, including costs and expenses incurred by the Indemnified Parties in defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

ARTICLE 5.
EASEMENTS

In addition to easements as shown on any recorded plat(s) of all or any portion of the Subject Property, easements as to Common Areas as set forth in the previous Article, and other easements as specifically referred to in these Declarations, the following easements are hereby granted and/or reserved over, under, across, and through the Subject Property:

Section 5.1 **Easements for Utilities and Sewer.** Each Declarant, for the portion of the Subject Property for which it is the Declarant, and the Association for all of the Subject Property, shall have the right to enter any Lot for purposes of providing, constructing, operating, repairing, replacing, and maintaining the equipment and infrastructure associated with those services for which Assessments are levied and/or collected pursuant to Article 8.

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- Section 5.2** **Sewer Manhole Covers, etc.** Each Declarant may locate sewer manhole covers, drainage grates, swales, utilities, valves, covers, control boxes or transformers, including pedestals, any place at any location on the Subject Property for which it is the Declarant, and within the Master Common Areas, and may modify the same as necessary and have construction access to the same for maintenance and repair service at any time, so long as the same does not prevent or unreasonably interfere with any Owner's use or enjoyment of the Subject Property, the Master Common Areas, or any Lot located within the Subject Property. Any damage to a Lot resulting from this access shall be immediately repaired by, and at the expense of, the Declarant whose actions have caused such damage.
- Section 5.3** **Maintenance Easements.** The Declarants and the Association shall have a non-exclusive perpetual right and easement on every Lot for the purpose of maintaining the Common Areas and the Landscape Easement Area (including the Subdivision Signage), and providing such other services to the Owners as are authorized or permitted by this Declaration, which right and easement is assignable. The easement granted herein shall not entitle the Declarants or the Association to enter any Residence unless specifically authorized by other provisions of this Declaration.
- Section 5.4** **Additional Easements by Declarants.** Each Declarant shall have the right to grant such additional easements or to relocate existing easements throughout the portions of the Subject Property for which it is the Declarant, with the consent of all other Declarants within the Master Common Areas, as it may deem necessary or desirable for the proper operation and maintenance of the Subject Property for which it is Declarant, or any portion thereof, provided that such additional easements or relocation of existing easements does not prevent or unreasonably interfere with any Owner's use or enjoyment of the Subject Property or any Lot located thereon. Without limiting the foregoing, the Declarants retain the right to grant such easements as they may determine are advisable or necessary to comply with the requirements of any Development Agreement by and between a Declarant and/or the City of Ocala, including, but not limited to, such easements necessary to comply with the stormwater design and maintenance requirements, landscape design and maintenance requirements, jurisdictional wetlands requirements, ground water quality requirements, and water conservation requirements set forth therein.
- Section 5.5** **Additional Easements by Owners** No Owner other than a Declarant shall have the right to grant any Easement upon any portion of the Subject Property, including that Owner's Lot, to any person or entity.
- Section 5.6** **Right of Entry.** Each Declarant for the portion of the Subject Property for which it is Declarant, and the Association for all portions of the Subject Property, shall have the right to enter any portion thereof, including Lots, for purposes of assuring compliance with, or enforcing, this Declaration, and for purposes of correcting, repairing, cleaning, clearing, mowing, or otherwise maintaining the Subject Property or in the event of an emergency. Declarant's or the Association's entry upon any portion of the Subject Property for the above reasons, or any other required or permitted purposes, shall not be deemed a trespass.
- Section 5.7** **Easement for Access and Drainage.** The Declarants and the Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Storm Water Management System for access to operate, maintain or repair the system. By this easement the Declarants and the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by St. Johns River Water Management System permit. Additionally, the Declarants and the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Storm Water Management System. No person shall alter the drainage flow of the Surface Water or Storm Water Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

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- Section 5.8** **Construction and Sales.** There is hereby granted to each Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Lots), easements over the Common Areas located within the portion of the Subject Property for which that Declarant is the Declarant, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Lots within those portions of the Subject Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Lots.
- Section 5.9** **Utility Easements.** To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary so as to provide utility services and roads to the Subject Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Subject Property each Owner and his heirs, successors and assigns, does hereby designate and appoint each Declarant, as to the portion of the Subject Property for which that Declarant is the Declarant, as its agent and attorney-in-fact with full power in his name, place and stead, to execute instruments creating, granting or modifying such easements; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas.
- Section 5.10** **Landscape Easement Area.** There is hereby reserved by the Declarants, in favor of the Declarants and the Association, an easement over, upon, and across the Landscape Easement Area. This easement may be used by the Declarants and the Association for landscaping, including plants, privacy fences or walls, signage, gates and other landscaping features for identification of the subdivision, for increasing the attractiveness of the subdivision as a whole, and for shielding the Subject Property from adjoining lands, public rights-of-way and their uses. The Association shall be responsible for the installation, maintenance, operation, and repair of all landscaping and landscaping features located within the Landscape Easement Area including the Subdivision Signage. The Association may assign to any individual Lot Owner the obligation to maintain, repair, operate and replace any landscaping located within any portion of the Landscape Easement Area located adjacent to that Owner's Lot. By acceptance of a Deed to a Lot lying adjacent to a portion of the Landscape Easement Area, each Owner agrees to accept the assignment of such obligation if deemed advisable by the Association. A Lot Owner may not construct any improvements in, or remove any vegetation from, the Landscape Easement Area unless authorized by the Association. The Declarants and the Association shall have an easement on each Lot adjacent to the Landscape Easement Area, or on which a portion of the Landscape Easement Area is located, for installation, maintenance, repair, and replacement of landscaping and landscaping features, including utilities or irrigation systems serving the same, including the Subdivision Signage. All costs and expenses incurred by the Declarants or the Association with regard to the same shall be a Common Expense.
- Section 5.11** **Assignment of Easement Rights.** All easement rights hereunder may be assigned by the Declarants, in whole or in part, to any third party, including to the Association by recording of a document assigning the same in the Public Records of Marion County, Florida.

ARTICLE 6.
THE ASSOCIATION

- Section 6.1** **Association.** The Association has been created to organize the recreational, social and cultural activities of The Magnolias and for providing for the administration, operation, maintenance, repair, and replacement of any portion of the Subject Property, including Common Areas which are to be maintained by or which are under the control of the Association as a result of any amendment or supplement to this Declaration, or as a result of later conveyances to the Association, and to provide for the maintenance, repair, and replacement of any other real property or improvements located within the Landscape Easement Area, including the Subdivision Signage, for which the Association has maintenance, repair, replacement or other obligations pursuant to this Declaration or other

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written agreement. Without limiting the foregoing, the Association shall be responsible for the maintenance, operation, repair and replacement of landscaping, and utilities and irrigation systems servicing the same, located within the Landscape Easement Area, or servicing the same, including the Subdivision Signage. Without limiting the foregoing, the Association shall be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System and, with regard to the Common Areas or properties conveyed by the Declarants to third parties, assuring compliance with the terms and conditions of any Development Agreement by and between the Declarants and the City of Ocala or Marion County, Florida. The maintenance of the Surface Water or Storm Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water and storm water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be permitted or, if modified, as approved by the St. Johns River Water Management District. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

Section 6.2 Membership. Every Owner of a Lot, and the Declarants, shall be a Member of the Association. Except in the case of the Declarants, membership shall be appurtenant to and may not be separated from ownership of any Lot or Residence. Peek Properties, Inc., a Florida corporation, shall be deemed, for purposes of this provision, the Owner of each Lot titled in the name of Albert B. Peek, Trustee. The rights and obligations of the Declarants as a Member of the Association may be assigned by the Declarants, in whole or in part, to a bulk purchaser or bulk purchasers of Lots. Any such assignment must be evidenced, however, by written agreement by and between the Declarant making such assignment and said bulk purchaser or bulkpurchasers recorded in the Public Records of Marion County, Florida.

Section 6.3 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida, a deed or other instrument establishing record title in a new Owner, and the membership of the prior Owner will be terminated. The new Owner shall notify the Association of the recording of the deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument. Nothing contained herein shall limit the Declarants' right to assign their membership interest pursuant to Section 6.2 above.

Section 6.4 Books and Records. The Association shall make available to Owners and mortgagees, and to holders, insurers or guarantors of any first mortgage on all or a portion of the Subject Property, including Lots, current copies of the Declaration, By-Laws and Articles of Incorporation of the Association, other rules concerning the Subject Property, and the books, records and financial statements of the Association. The Association shall be deemed to have made such items available, if they are available for inspection, upon written request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a first mortgage on all or a portion of the Subject Property, including Lots, shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year and such statement shall be furnished within a reasonable time following said request. Any request shall be made to the Association. The Association may charge a reasonable price for this service and for copies of any reports.

Section 6.5 Dissolution of Association. In the event of dissolution of the Association for whatever reason, any Owner or any Declarant may petition the Circuit Court of the Fifth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, including reinstatement of the Association as an active Florida corporation.

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ARTICLE 7.
NEIGHBORHOOD ASSOCIATIONS

Upon a vote of sixty percent (60%) of the Owners of Lots within any Neighborhood, and with the consent of the Declarant for that Neighborhood so long as said Declarant owns any Lot within that Neighborhood, the Owners of Lots within any Neighborhood may form a Neighborhood Association. Upon incorporation of said Neighborhood Association the Association shall convey to the same any Limited Common Areas owned by the Association located within the Neighborhood for which the Neighborhood Association has been formed, along with an assignment of the Association's right to levy and collect the Annual Limited Common Areas Assessments as set forth in Section 8.4 for that Neighborhood, and the Annual Road Replacement Assessment as set forth in Section 8.5 for that Neighborhood. The Association shall also, to the extent it is acting as the ARB for that Neighborhood, assign the right to act as the ARB for that Neighborhood to the newly formed Neighborhood Association. Nothing contained herein shall limit a Declarant's right, in filing a Neighborhood Declaration, to create a Neighborhood Association.

ARTICLE 8.
COVENANTS FOR ASSESSMENTS

Section 8.1 **Establishment of Assessments.** The Association or Neighborhood Association shall have the authority to establish, collect, and disburse assessments for the purposes of constructing, maintaining, operating, repairing and replacing improvements on the Common Areas, and reimbursing third parties for constructing, maintaining, operating, repairing and replacing improvements including landscaping, within the Landscape Easement Area, including, but not limited to, the payment of taxes and insurance on the Common Areas, and maintenance, operation and repair of any portion of the Surface Water or Stormwater Management System not maintained by an individual Lot Owner pursuant to Section 10.22 below, the payment of liens, encumbrances, and mortgages on the Common Areas, imposing and collecting fines to ensure compliance with, and to enforce, this Declaration, the covenants and restrictions set forth herein, and the Rules and Regulations promulgated in compliance herewith, all as is set forth in this Article, and otherwise to pay the Common Expenses.

Section 8.2 **Generally.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association, a Neighborhood Association, or to their assigns, as specified herein, or as specified in any Neighborhood Declaration, the following:

8.2.1 An Annual Master Common Areas Assessment payable to the Association in advance in equal monthly, quarterly, or annual installments as determined by the Association for the purposes set forth in Section 8.3, below.

8.2.2 An Annual Limited Common Areas Assessment payable to the Association, or to a Neighborhood Association, in advance in equal monthly, quarterly, or annual installments as determined by the Association or Neighborhood Association for the purposes set forth in Section 8.4 below, and which shall be payable only by those Owners having the right to use and benefit from the Limited Common Areas as set forth in any Neighborhood Declaration identifying the Limited Common Areas for which the Annual Limited Common Areas Assessment is levied. A separate Annual Limited Common Areas Assessment may be levied with regard to each Neighborhood. Notwithstanding the foregoing, a Declarant may provide, with the consent of all other Declarants, in any Neighborhood Declaration, that certain Limited Common Areas, despite the fact that access to the same is limited to Owners within a Neighborhood, shall be maintained by the Association and that the cost and expense of said assessment shall be included within the Annual Master Common Areas Assessment identified in Section 8.2.1 above, payable by all Members of the Association. In any Neighborhood in which a Declarant elects to provide, or have the Association or a Neighborhood Association provide, routine lawn, yard, and

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landscaping services upon Lots, the cost and expense of the same shall constitute a Common Expense and shall constitute a portion of the Annual Limited Common Areas Assessment levied against the Owners of Lots within the Neighborhood in which such services are provided.

- 8.2.3 An Annual Road Replacement Assessment payable to the Association or a Neighborhood Association in advance in equal monthly, quarterly, or annual installments as determined by the Association or a Neighborhood Association for the purposes set forth in Section 8.5 below.
- 8.2.4 An Annual Drainage Replacement Assessment payable to the Association in advance in equal monthly, quarterly, or annual installments as determined by the Association for purposes set forth in Section 8.6 below.
- 8.2.5 Any special assessment established and levied by the Association or a Neighborhood Association in accordance with Section 8.7 set forth below.
- 8.2.6 Any individual assessment established and levied by the Association or a Neighborhood Association in accordance with Section 8.8 set forth below.
- 8.2.7 Any fine established and levied by the Association or a Neighborhood Association as set forth in Section 8.9 below.

Section 8.3 **Annual Master Common Areas Assessment.** Each Owner of any Lot for each such Lot shall pay to the Association an Annual Master Common Areas Assessment.

- 8.3.1 **Purpose.** The Annual Master Common Areas Assessment shall be used for the care and maintenance of the Master Common Areas, and for the care and maintenance of any Limited Common Areas, the obligation for the maintenance of which lies with the Association, and for the care and maintenance of the Landscape Easement Area, including Subdivision Signage, and including any Surface Water and Storm Water Management System servicing the Master Common Areas or a part of the Master Common Areas, or servicing a Limited Common Areas, or a part of the Limited Common Areas, as well as easements, right-of-ways and other areas servicing the Common Areas, or maintained for the common benefit of the Owners; including any drainage retention areas and irrigation systems located within, or servicing, the Common Areas, including payment of the ad valorem taxes and insurance associated with the Master Common Areas and those Limited Common Areas for which the Association is responsible for maintenance, operation, or repair and replacement. The care and maintenance shall include the construction, maintenance, operation, repairing, and replacement of all improvements to, or associated with the Common Areas, the Landscape Easement Area, the Subdivision Signage, and any entrance areas or landscaping located within the Landscape Easement Area, and drainage retention areas, except for major repairs and replacement of the road and drainage area facilities which are the subject of the Annual Road Replacement Assessment and Annual Drainage Replacement Assessment described in Sections 8.5 and 8.6 below. The Annual Master Common Area Assessment shall be used, with regard to the above areas and improvements, to pay for general operation, maintenance, and management, legal and accounting fees, security or privacy costs and expenses including the cost of any security guards for the Subject Property as a whole, management fees, primary costs, insurance costs, ad valorem and other taxes, all mortgage payments, liens, or other encumbrances upon the Common Areas, emergency services, repairs and replacements, charges for utilities used upon the Common Areas or in repairing, replacing and maintaining the same, cleaning services, expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Owners, the creation of reasonable reserves, and all other expenses deemed by the Association to be necessary and proper for the management, maintenance, repair,

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operation and replacement of the Common Areas and improvements thereto, and to reimburse the Association for the costs and expenses of the Common Areas, including improvements thereto. In addition, without limiting the foregoing, the Annual Master Common Areas Assessment shall be used to pay all costs and expenses associated with the Association, including, but not limited to, corporate fees and expenses. Notwithstanding the foregoing, the cost and expense of major repairs or replacement to the roads and drainage retention areas shall be the subject of the Annual Road Replacement Assessment and Annual Drainage Replacement Assessment described in Sections 8.5 and 8.6 below. The reference to "Common Areas" herein shall be deemed to mean the Master Common Areas as well as any Limited Common Areas, the obligation for the maintenance of which lies with the Association.

8.3.2 Amount of Annual Master Common Areas Assessment. The Annual Common Area Assessment shall be determined annually by the Board of Directors of the Association, and may increase or decrease, or be adjusted during any calendar year by the Board of Directors, as the Board of Directors determines in its sole discretion as necessary to provide the services set forth in sub-section 8.3.1 above or otherwise authorized pursuant to this Declaration or the Articles and Bylaws of the Association, and to assure, along with assessments levied pursuant to other provisions of this Article 8, that all Common Expenses are paid.

8.3.3 Uniform Rate of Assessment. The Annual Master Common Areas Assessment shall be allocated among the Owners, including the Declarants, on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners, including the Declarants. The Annual Master Common Areas Assessments may vary based upon the provision of different services to the Owners, including variations in the cost and expense of maintaining Master Common Areas within different Neighborhoods, including the provision of different levels of cable TV service, internet access service, and garbage or trash pickup service. Notwithstanding the foregoing, so long as the Declarants have nine (9) votes for each Lot owned by a Declarant, pursuant to the Articles, the Declarants may, in their sole discretion (i) pay Annual Master Common Area Assessments on the Lots owned by the Declarants, or (ii) not pay Annual Master Common Area Assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses intended to be covered by the Annual Master Common Area Assessments not produced by Annual Master Common Area Assessments receivable from Owners other than the Declarants. The deficit to be paid under option (ii) above, shall be the difference between (i) actual operating expenses of the Association intended to be covered by the Annual Master Common Area Assessment, exclusive of capital improvement costs, reserves and management fees, and (ii) the sum of all monies receivable by the Association for the purposes contemplated by 8.3.1 above including, without limitation, Annual Master Common Area Assessments, interest, late charges, fines, rent and incidental income and any surplus carried forward from the preceding year(s). The Declarants may from time to time change the option stated above under which Declarants are making payments to the Association by written notice to such effect to the Association. The decision of the Declarants to pay based upon option (i) or option (ii) above shall be made by a majority vote of the Declarants, each Declarant having one vote for each Lot owned or contemplated to be owned by that Declarant upon platting of all portions of the Subject Property (a Declarant shall not have a vote for Lots previously owned by that Declarant but previously conveyed) In the event the Declarants, by a majority vote as set forth herein, elect to pay under option (ii) above, responsibility for the deficit shall be apportioned among all of the Declarants based upon the number of Lots owned or contemplated to be owned by that Declarant upon platting of all portions of that Subject Property (excluding Lots previously owned by that Declarant, but previously conveyed) as a portion of the total number of Lots then owned or to be owned by all of the Declarants (excluding Lots previously owned by each Declarant, but previously conveyed). The Declarants may

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from time to time change the options stated above under which the Declarants are making payments to the Association by written notice to such effect to the Association. When a Declarant has sold all of its Lots within the Subject Property, that Declarant shall have no further liability of any kind to the Association for the payment of Annual Master Common Area Assessments, deficits or contributions.

Section 8.4 Annual Limited Common Areas Assessment. Each Owner for any Lot for each such Lot shall pay to the Association, or a Neighborhood Association, an Annual Limited Common Areas Assessment.

8.4.1 Purpose. The Annual Limited Common Areas Assessment shall be levied within each Neighborhood against the Owner of any Lot in that Neighborhood and shall be used for the care and maintenance of the Limited Common Areas within that Neighborhood, including but not limited to, any sidewalks, road rights-of-ways, parks and gates designated as Limited Common Areas, as well as easements, right-of-ways and other areas servicing the Limited Common Areas, or maintained for the common benefit of the Owners within that Neighborhood; including payment of the ad valorem taxes and insurance associated with the Limited Common Areas within that Neighborhood. The care and maintenance shall include the construction, maintenance, operation, repairing, and replacement of all improvements to, or associated with the Limited Common Areas within that Neighborhood, except for major repairs and replacement of the road and drainage area facilities which are the subject of the Annual Road Replacement Assessment and Annual Drainage Replacement Assessment described in Sections 8.5 and 8.6 below. The Annual Limited Common Area Assessment shall be used, with regard to the above areas and improvements, to pay for general operation, maintenance, and management, legal and accounting fees, security or privacy costs and expenses including the cost of any security guards for the Neighborhood, if any, management fees, primary costs, insurance costs, ad valorem and other taxes, all mortgage payments, liens, or other encumbrances upon the Limited Common Areas within the Neighborhood, emergency services, repairs and replacements, charges for utilities used upon the Limited Common Areas within the Neighborhood or in repairing, replacing and maintaining the same, cleaning services, expenses and liabilities incurred by the Association or Neighborhood Association for the Neighborhood in the enforcement of its rights and duties against Owners, the creation of reasonable reserves, and all other expenses deemed by the Association or Neighborhood Association for that Neighborhood to be necessary and proper for the management, maintenance, repair, operation and replacement of the Limited Common Areas within the Neighborhood and improvements thereto, to reimburse the Association or the Neighborhood Association for that Neighborhood for the costs and expenses of the Limited Common Areas within the Neighborhood, including improvements thereto. In addition, without limiting the foregoing, the Annual Limited Common Areas Assessment shall be used to pay all costs and expenses associated with any Neighborhood Association for the Neighborhood, including, but not limited to, corporate fees and expenses.

8.4.2 Amount of Annual Limited Common Areas Assessment. The Annual Limited Common Areas Assessment shall be determined annually by the Board of Directors of the Association, or the Board of Directors of a Neighborhood Association if the Annual Limited Common Areas Assessment is payable to a Neighborhood Association, and may increase or decrease, or be adjusted during any calendar year by the applicable Board of Directors, as that Board of Directors determines in its sole discretion as necessary to provide the services set forth in sub-section 8.4.1 above or otherwise authorized pursuant to this Declaration, a Neighborhood Declaration, or the Articles and Bylaws of the Association, or of the Neighborhood Association levying such Annual Limited Common Areas Assessment.

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8.4.3 Uniform Rate of Assessment. The Annual Limited Common Areas Assessment shall be allocated among the Owners within each Neighborhood, including the Declarant, on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners within that Neighborhood, including the Declarant. The Annual Limited Common Areas Assessment may vary based upon the provision of different services to the Owners, including the provision of different levels of cable TV service, internet access service, and garbage or trash pickup service. Notwithstanding the foregoing, so long as the Declarants have nine (9) votes for each Lot owned by a Declarant, pursuant to the Articles, the Declarant for each Neighborhood may, in its sole discretion (i) pay Annual Limited Common Areas Assessments on the Lots owned by the Declarants, or (ii) not pay Annual Limited Common Areas Assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's or the Neighborhood Association's operating expenses intended to be covered by the Annual Limited Common Areas Assessment not produced by Annual Limited Common Areas Assessments receivable from Owners other than the Declarant. The deficit to be paid under option (ii) above, shall be the difference between (i) actual operating expenses of the Association or Neighborhood Association intended to be covered by the Annual Limited Common Area Assessment, exclusive of capital improvement costs, reserves and management fees, and (ii) the sum of all monies receivable by the Association or Neighborhood Association for the purposes contemplated by 8.4.1 including, without limitation, Annual Limited Common Areas Assessments, interest, late charges, fines, rent and incidental income and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option stated above under which Declarant is making payments to the Association or Neighborhood Association by written notice to such effect to the Association or Neighborhood Association. The decision of whether to pay an Annual Limited Common Areas Assessment within each Neighborhood based upon option (i) or option (ii) above shall be made by the Declarant for that Neighborhood. The Declarant for that Neighborhood may from time to time change the options stated above under which that Declarant is making payments to the Association or Neighborhood Association by written notice to such effect to the Association or Neighborhood Association. When all the Lots within the Neighborhood are sold and conveyed to purchasers other than the Declarant, the Declarant shall have no further liability of any kind to the Association for the payment of Annual Limited Common Areas Assessments, deficits or contributions.

Section 8.5 Annual Road Replacement Assessment. Each Owner of any Lot for each such Lot shall pay to the Association or a Neighborhood Association an Annual Road Replacement Assessment.

8.5.1 Purpose. The Association or a Neighborhood Association shall establish the Annual Road Replacement Assessment from time to time to provide sufficient funds for projected major repairs and replacements of roads, for which the Association or Neighborhood Association is responsible, and for said major repairs and replacements. To the extent roads are designated as Limited Common Areas the amount of the Annual Road Replacement Assessment will be established separately for each Neighborhood and the funds collected will be separately accounted for by the Association or a Neighborhood Association collecting the same. These funds will be deposited in an interest bearing escrow account and will be withdrawn only for major repair and replacement of any and all such roads.

8.5.2 Amount of Annual Road Replacement Assessment. The Annual Road Replacement Assessment shall be determined annually by the Board of Directors of the Association, or by the Board of Directors of a Neighborhood Association, and may increase or decrease, or be adjusted during any calendar year by the applicable Board of Directors, as that Board of Directors determines in its sole discretion as necessary to provide the services set forth in sub-section 8.5.1 above or otherwise authorized pursuant to this Declaration or the Articles and Bylaws of the Association.

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8.5.3 Uniform Rate of Assessment. The Annual Road Replacement Assessment shall be allocated among the Owners, including the Declarants, on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners, including the Declarants, within the portion of the Subject Property for which the assessment is levied. The Annual Road Replacement Assessment may vary based upon the provision of different services to the Owners, including variations in the cost and expense of maintaining roads within different Neighborhoods. Notwithstanding the foregoing, so long as the Declarants have nine (9) votes for each Lot owned by a Declarant, pursuant to the Articles, the Declarants may, in their sole discretion (i) pay Annual Road Replacement Assessments on the Lots owned by the Declarants, or (ii) not pay Annual Road Replacement Assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's or Neighborhood Association's operating expenses intended to be covered by the Annual Road Replacement Assessment not produced by Annual Road Replacement Assessments receivable from Owners other than the Declarants. The deficit to be paid under option (ii) above, shall be the difference between (i) actual operating expenses of the Association or Neighborhood Association intended to be covered by the Annual Road Replacement Assessment, exclusive of capital improvement costs, reserves and management fees, and (ii) the sum of all monies receivable by the Association or Neighborhood Association for the purposes contemplated by Section 8.5.1 above, including without limitation, Annual Road Replacement Assessments, interest, late charges, fines, rent and incidental income and any surplus carried forward from the preceding year(s). The Declarant may from time to time change the option stated above under which Declarants are making payments to the Association by written notice to such effect to the Association. The decision of whether to pay an Annual Road Replacement Assessment within each Neighborhood based upon option (i) or option (ii) above shall be made by the Declarant for that Neighborhood. The Declarant for that Neighborhood may from time to time change the options stated above under which that Declarant is making payments to the Association by written notice of such effect to the Association. When all the Lots within the Neighborhood are sold and conveyed to purchasers other than the Declarant, the Declarant shall have no further liability of any kind to the Association or a Neighborhood Association for the payment of Annual Road Replacement Assessments, deficits or contributions.

Section 8.6 Annual Drainage Replacement Assessments. Each Owner of any Lot for each such Lot shall pay to the Association an Annual Drainage Replacement Assessment.

8.6.1 Purpose. The Association shall establish the amount of the Annual Drainage Replacement Assessment from time to time to provide sufficient funds for projected major repairs and replacements of drainage areas, including the Surface Water and Storm Water Management System within the Subject Property. These funds will be deposited in an interest bearing account and will be withdrawn only for major repair and replacement of drainage areas and facilities, including Surface Water and Storm Water Management Systems.

8.6.2 Amount of Annual Drainage Replacement Assessment. The Annual Drainage Replacement Assessment shall be determined annually by the Board of Directors of the Association and may increase or decrease, or be adjusted during any calendar year by the Board of Directors as the Board of Directors determines in its sole discretion as necessary to provide the services set forth in sub-section 8.6.1 above or otherwise authorized pursuant to this Declaration or the Articles and Bylaws of the Association.

8.6.3 Uniform Rate of Assessment. The Annual Drainage Replacement Assessment shall be allocated among the Owners, including the Declarants, on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners, including

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Declarant. The Annual Drainage Replacement Assessment may vary based upon the provision of different services to the Owners. Notwithstanding the foregoing, so long as the Declarants have nine (9) votes for each Lot owned by a Declarant, pursuant to the Articles, the Declarants may, in their sole discretion (i) pay Annual Drainage Replacement Assessments on the Lots owned by the Declarants, or (ii) not pay Annual Drainage Replacement Assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Annual Drainage Replacement Assessments receivable from Owners other than the Declarants. The deficit to be paid under option (ii) above, shall be the difference between (i) actual operating expenses of the Association intended to be covered by the Annual Drainage Replacement Assessment, exclusive of capital improvement costs, reserves and management fees, and (ii) the sum of all monies receivable by the Association for the purposes set forth in Section 8.6.1 including, without limitation, Annual Drainage Replacement Assessments, interest, late charges, fines, rent and incidental income and any surplus carried forward from the preceding year(s). The Declarants may from time to time change the option stated above under which Declarants are making payments to the Association by written notice to such effect to the Association. The decision of the Declarants to pay an Annual Drainage Replacement Assessment based upon option (i) or option (ii) above shall be made by a majority vote of the Declarants, each Declarant having one (1) vote for each Lot owned or contemplated to be owned by that Declarant upon platting of all portions of the Subject Property (a Declarant shall not have a vote for Lots previously owned by that Declarant but previously conveyed). In the event the Declarants, by a majority vote as set forth herein, elect to pay under option (ii) above, responsibility for the deficit shall be apportioned among all of the Declarants based upon the number of Lots owned or contemplated to be owned by that Declarant upon platting of all portions of the Subject Property (excluding Lots previously owned by that Declarant, but previously conveyed), as a portion of the total number of Lots owned by all of the Declarants (excluding Lots previously owned by each Declarant but previously conveyed). When a Declarant has sold all of its Lots within the Subject Property, the Declarant shall have no further liability of any kind to the Association for the payment of the Annual Drainage Replacement Assessments, deficits or contributions.

Section 8.7 **Special Assessments.** The Association, and each Neighborhood Association within the Neighborhood it serves, shall have the power and authority to levy and collect Special Assessments from each Owner for payment of the cost of construction of capital improvements to the Common Areas or the costs of construction, reconstruction, and unexpected repair or replacement of any existing capital improvement, including the necessary fixtures and personal property related thereto. A Special Assessment levied with regard to Master Common Areas shall be levied against each Owner on an equal basis and shall be collected as provided for in this Article 8, including by the placing of a lien on the Owner's Lot and foreclosing on the same. Any Special Assessment levied with regard to Master Common Areas which exceeds the Annual Master Common Areas Assessment for the prior year shall require the affirmative vote of fifty one percent (51%) of the Members of the Association in attendance, whether by person or proxy, at a duly noticed and held meeting of the Association at which a quorum is present. A Special Assessment levied with regard to a Limited Common Area shall be levied against each Owner within the Neighborhood served by that Limited Common Area on an equal basis and shall be collected as provided for in this Article 8, including by the placing of a lien on the Owner's Lot and foreclosing on the same. Any Special Assessment levied with regard to a Limited Common Area which exceeds the Annual Limited Common Areas Assessment for the prior year for the Neighborhood in which the Limited Common Area is located, shall require the affirmative vote of fifty one percent (51%) of the Owners within the Neighborhood against which the Special Assessment shall be levied, in attendance at a duly noticed and held meeting of the Association at which at least thirty five percent (35%) of the Owners within that Neighborhood are present, in person or by proxy, and voting throughout.

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Section 8.8 Individual Assessments. The Association, or any Neighborhood Association within the Neighborhood it serves, shall have the power and authority to levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs, or replacement for which the Owner of that Lot is otherwise responsible under the terms of this Declaration, which the Owner thereof has failed or refused to perform, which failure or refusal has, in the opinion of the Association, or the Neighborhood Association as applicable, endangered or diminished the use or value of other portions of the Subject Property or for such other reason as authorized by the Declaration. The Association and the Neighborhood Association shall have the right of entry onto each Lot to perform the necessary maintenance, repairs, and replacements, including the right to abate or eliminate any nuisance. The Individual Assessment may include an administrative fee charged by the Association or the Neighborhood Association. All Individual Assessments shall be collected as provided in this Article 8, including the placing of a lien on the Owner's Lot or foreclosing on the same.

Section 8.9 Fines. In addition to all other remedies provided in this Declaration, the Association, or a Neighborhood Association within the Neighborhood which it serves, in its sole and absolute discretion, may levy a Fine upon an Owner for failure of the Owner, his family, guests, agents, lessees, licensees, invitees, tenants or employees, to comply with any provision in this Declaration, in any Neighborhood Declaration, in the Articles of Incorporation or By-Laws of the Association, or the Articles of Incorporation or Bylaws of a Neighborhood Association, or any Rules or Regulations, including without limitation the Rules and Regulations for the Common Areas, and for failure to pay to or reimburse the Association or the Neighborhood Association for any sums owed by an Owner to the Association or the Neighborhood Association under this Declaration, provided that the following procedures are followed:

8.9.1 The Association or the Neighborhood Association, as applicable, shall notify the Owner of the noncompliance. The written notice delivered by the Association or the Neighborhood Association to Owner shall provide at least fourteen (14) days notice of the date, time and place where the Owner shall present evidence as to why the fine should not be imposed.

8.9.2 All evidence and information concerning the noncompliance shall be presented to the Association or the Neighborhood Association, as applicable, or, if required by Florida law, to a committee composed in accordance with Florida law, at the time and place provided in the notice, at which time a hearing shall be conducted for purposes of obtaining evidence as to the levying of a Fine in the event that it is determined that a violation has in fact occurred. A written decision of the Association or the Neighborhood Association, as applicable, or committee, shall be submitted to the Owner not later than forty-five (45) days after the hearing, after which if the Association or Neighborhood Association, as applicable, or committee, so determines that a violation has occurred, a Fine may be levied by the Association or Neighborhood Association, as applicable, or the committee.

8.9.3 For each occurrence of a violation the Association or Neighborhood Association, as applicable, or the committee, may impose a Fine in any amount not in excess of the amount permitted by Florida law for a non-continuing violation, or the amount permitted by Florida law for a continuing violation for so long as said violation remains, against the Owner of the Lot. It is the intention hereof that, unless a cap is mandatorily established by Florida law, there shall be no cap on the total amount of Fines which may be levied for continuing violations and the same may equal the maximum amount permitted under the Florida law for a non-continuing violation levied for each day that the violation continues.

8.9.4 A Fine as provided in this Section shall be due and owing not later than ten (10) days after submission of the written decision as provided in subsection 8.9.2 above.

8.9.5 Any Fine levied in accordance with this Article may be enforced by the Association or a Neighborhood Association, as applicable, in the same manner as the

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enforcement of any other Assessment provided for in this Article 8, including by the placing of a lien on the Owner's Lot and foreclosing of the same.

It is the intention of the foregoing to provide the Association the right to levy Fines for violation of this Declaration, or the Neighborhood Declaration for the Neighborhood in which the Owner's Lot is located, or the Articles of Incorporation or Bylaws of the Association, or any Rules and Regulations promulgated by the Association throughout the Subject Property, and to authorize a Neighborhood Association, if any, to levy Fines upon Owners within the Neighborhood for which that Neighborhood Association has been formed, for violations of this Declaration, the Neighborhood Declaration pertaining to that Neighborhood, or the Articles of Incorporation or Bylaws of the Neighborhood Association, or any Rules and Regulations promulgated by the Neighborhood Association.

Section 8.10 Nonpayment of Assessment or Fines. All notices of Assessments, including Fines, from the Association or a Neighborhood Association to Owners shall designate when the Assessment or Fine is due and payable. If the Assessment or Fine is not paid on the date when due it shall then become delinquent and shall bear interest at the maximum rate allowed by the laws of the state of Florida from the date when due until paid. The Assessment or Fine together with interest thereon and cost of collection thereof (including reasonable attorneys fees and attorneys fees incurred with respect to any appellate or bankruptcy proceeding related thereto) shall be a continuing lien against the Lot against which the Assessment is made or owned by the Owner against which the Fine or Assessment is levied, and shall also be the continuing personal obligation of the Owner thereof. The Association or Neighborhood Association, as applicable, may also record a claim of lien in the Public Records of Marion County, Florida, setting forth the amount of the unpaid Assessment or Fine and the rate of interest due thereon. If any Assessment or Fine shall not be paid within thirty days following the due date the Association or Neighborhood Association, as applicable, may declare the entire Assessment or Fine immediately due and payable. The Association or Neighborhood Association, as applicable, may at any time thereafter bring an action to foreclose the lien against the Lot in the manner in which mortgages on real property are foreclosed, or the Association or Neighborhood Association, as applicable, may bring a suit on the personal obligation of the Owner, or both. In the event of any such litigation the Association or Neighborhood Association, as applicable, shall be entitled to recover, in addition to the Assessment or Fine which is unpaid and interest accrued thereon, all reasonable costs incurred by the Association or Neighborhood Association, as applicable, in prosecution of the litigation, including attorneys fees or other collection costs incurred by the Association or Neighborhood Association, as applicable, together with the costs of the legal action. Regardless of the date of the recordation of any claim of lien the effective date thereof shall relate back to and take priority as of the date the Assessment or Fine was due. Notwithstanding the foregoing, the Association or Neighborhood Association, as applicable, may, at any time a Fine or Assessment is not paid on the date when due, suspend all rights of the Owner of the Lot against which the Assessment or Fine is assessed to use the Common Areas except that such suspension shall not include the Owner's right to ingress and egress from his or her Lot.

Section 8.11 Certificate of Assessment. Upon demand the Association, and any Neighborhood Association, shall furnish a certificate in writing signed by an officer of the Association or the Neighborhood Association to any Owner liable for an Assessment levied by the Association or the Neighborhood Association. The certificate shall state whether said Assessment has been paid and shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8.12 Exempt Property. The following property subject to this Declaration shall be exempted from any Assessment, Fine, charge and/or lien created herein:

8.12.1 Any parcel of property which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use.

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8.12.2 All Common Areas as defined in Article 2.

8.12.3 All portions of the Subject Property owned by the Declarants or in which the Declarants have an interest, including Lots, except that the Declarants shall be responsible for paying any operating expenses that exceed assessments receivable as set forth in Sections 8.3.3, 8.4.3, 8.5.3, and 8.6.3 above.

For purposes hereof Peek Properties, Inc., shall be deemed to have an interest in all portions of the Subject Property Lot owned by Albert P. Peek, Trustee.

Section 8.13 **Successors in Interest.** Any successor in interest or in title to a Lot shall be deemed to have constructive notice of the existence of any delinquency in the payment of any Assessment or Fine of any nature whatsoever, including but not limited to, the Annual Master Common Areas Assessment, Annual Limited Common Areas Assessment, the Annual Road Replacement Assessment, Annual Drainage Replacement Assessment, and Fines and shall be held liable and responsible for the payment of any delinquent assessment on the Lot.

ARTICLE 9.
ARCHITECTURAL REVIEW

Section 9.1 **Composition of Architectural Review Board.** Each Declarant shall initially be, for the portion of the Subject Property for which it is the Declarant, the Architectural Review Board (referred to herein as "ARB"). Each Declarant may assign its authority to act as the ARB for its portion of the Subject Property to an individual or management company selected by that Declarant, including to the bulk purchaser of Lots within a Neighborhood. In addition, at such time as each Declarant in its sole and absolute discretion shall determine, that Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the Association or, with regard to any Neighborhood, to a Neighborhood Association. At such time as any Declarant in its sole and absolute discretion transfers such authority to the Association or a Neighborhood Association, the Association or said Neighborhood Association shall create a committee which shall henceforth be and constitute the ARB. To the extent the Association has been transferred the authority to act as the ARB for more than one Neighborhood, the Association may create (and a Declarant in its assignment may require that the Association create) a separate committee for each Neighborhood, and require that all or a specific number of the members of said committee be Owners within the Neighborhood for which the committee serves as the ARB.

Section 9.2 **Scope of Review.** No buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired, or any clearing or site work commenced, upon any portion of the Subject Property, without the prior written consent of the ARB provided however that improvements erected, altered, added onto or repaired by a Declarant shall be exempt from the provisions of this Article 9. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure. No ARB approval shall constitute any warranty or representation by the ARB that the plans and specifications so approved comply with any governmental requirements and the Owner shall remain solely responsible for assuring that the plans and specifications so comply including, but not limited to, compliance with any Development Agreement entered into by and between a Declarant and the City of Ocala or Marion County, Florida, and recorded in the Public Records of Marion County, Florida.

Section 9.3 **Submission of Plans.** Prior to the initiation of construction upon any Lot, which shall include clearing or grading of the same, the Owner thereof shall first submit to the ARB at least two (2) complete set of plans and specifications for the proposed improvement which shall include, at a minimum, site plans (which shall locate all improvements to the Lot including, but not limited to, driveways, pools, patios, and screened in areas), grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations (including the location of all satellite dishes, roof stacks, solar heating or electrical equipment, and visible flashing),

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specifications of materials and exterior colors, and any other information deemed necessary by the ARB for the performance of its function. In addition the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date. The ARB shall not be authorized to approve any plans or specifications unless the individual or company identified as performing the work is an Approved Builder. The ARB may impose a reasonable fee for processing plans submitted to it.

- Section 9.4** **Plan Review.** Upon receipt by the ARB of all of the information required by this Article 9, the ARB shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Subject Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property (iv) the individual or company intended to perform the work is acceptable to the ARB (except that an Approved Builder shall conclusively be deemed acceptable); and (v) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, or such other time established by an applicable Neighborhood Declaration. In the event that the ARB fails to issue its written approval within 30 days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.
- Section 9.5** **Contingent Approval.** In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans, including but not limited to, a cash deposit.
- Section 9.6** **Non-conforming Structures.** If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 9 to the same extent as if erected without prior approval of the ARB. The Association, ARB or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.
- Section 9.7** **Immunity of ARB Members.** No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice.
- Section 9.8** **Address for Notice.** Requests for approval or correspondence with the ARB for the portion of the Subject Property described in Exhibit "A" shall, initially, be addressed to the attention of "The Magnolias East ARB", 2631 SE 58th Avenue, Ocala, FL 34471, or such other address as may be designated from time to time by the ARB. Requests for approval or correspondence with the ARB for the portion of the Subject Property described in Exhibit "B" shall, initially, be addressed to the attention of "The Magnolias West ARB", 1111 NE 25th Avenue, Suite 102, Ocala, FL 34470, or such other address as may be designated from time to time by the ARB. No correspondence or request for approval shall be deemed to have been received until actually received by the appropriate ARB in form satisfactory to the same.
- Section 9.9** **Variances.** The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions and restrictive covenants, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. So long as a Declarant (including any assignee who has been assigned the right to act as the Declarant with regard to all or a portion of the Subject Property) serves as the ARB, no consent or approval of the Association or any Owner is required to grant such variance with regard to that portion of the Subject Property. Any variance granted for the use restriction or restrictive covenant after transfer of the ARB function from the Declarant to the Association pursuant to Section 9.1 above, must, before

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becoming effective, be approved by a two-thirds (2/3) vote of the Owners of Lots within the Neighborhood within which the Lot for which the variance is granted is located. Such variance must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

Section 9.10 **Attorneys Fees and Costs.** For all purposes necessary to enforce or construe this Article the ARB shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the ARB within fifteen (15) days of the ARB providing to Owner a written notice thereof, the Association shall, at the request of the ARB, levy a Special Assessment in the amount of said fees, costs, and expenses against such Owner which Special Assessment shall constitute a lien on the Owner's Lot pursuant to Article 8, Section 8.7, and shall be collectible as set forth in this Declaration.

ARTICLE 10.
RESTRICTIVE COVENANTS

Section 10.1 **Generally.** In addition to other restrictions, reservations and conditions set forth elsewhere in the Declaration, or in any Neighborhood Declaration pertaining to a Neighborhood, the Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner, with the exception of the Declarants, who shall acquire hereafter a Lot or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 10.2 **Development Agreement.** The Subject Property is or may be the subject of a Development Agreement by and between a Declarant and the City of Ocala, or Marion County, Florida, to be recorded in the Public Records of Marion County, Florida, and all development of the Subject Property shall in accordance with the requirements thereof.

Section 10.3 **Residential Use.** No structures or additions shall be erected, altered, placed or permitted to remain on any Lot within the Subject Property other than one single family residence and associated accessory structures and improvements approved by the ARB.

Section 10.4 **Repurchase Option.** To allow for the development of a well-integrated residential community, and to discourage speculation which results in vacant lots, each Owner of a Lot must commence construction of a Residence within eighteen (18) months from the date of the initial conveyance of that Lot from a Declarant to a third party. (A conveyance from a Declarant to a bulk purchaser of Lots who is assigned the right to act as the Declarant with regard to those Lots shall not be deemed an initial conveyance for purposes hereof. A subsequent conveyance of individual Lots from said bulk purchaser to third parties shall be deemed the initial conveyance of those Lots. A conveyance from Albert B. Peek, Trustee, to a bulk purchaser of Lots who is assigned by Peek Properties, Inc., the right to act as the Declarant with regard to those Lots shall not be deemed an initial conveyance for purposes hereof. A subsequent conveyance of individual Lots from said bulk purchaser to third parties shall be deemed the initial conveyance of those Lots). For purposes of Lots conveyed by Albert B. Peek, Trustee, to third parties who are not assigned the right to act as the Declarant by Albert B. Peek, Trustee, Peek Properties, Inc., shall be deemed the Declarant with regard to those Lots and shall have the right to exercise the repurchase option set forth herein, which right may be assigned including to Albert B. Peek, Trustee. Commencement of construction shall be defined as the pouring of the foundation concrete for the Residence. In the event that an Owner of a Lot fails to comply with the aforesaid requirements, then and

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in that event, the Declarant initially conveying the Lot retains the right, exercisable in its sole discretion, to repurchase such Lot, and any Improvements thereon, pursuant to the following terms and provisions. If that Declarant elects to exercise its option to repurchase a Lot, the Declarant shall give notice to the Owner of its decision by certified mail, return receipt requested. Closing shall take place within thirty (30) days after the sending of such notice by the Declarant. At the time of Closing, the Declarant shall pay to the Owner an amount equal to ninety percent (90%) of the Purchase Price the Owner paid for the Lot. At Closing the Owner shall convey to the Declarant good marketable title to the Lot, by Special Warranty Deed, subject only to matters of record in existence at the date of the Declarant's conveyance of the Lot to the Owner. The Declarant shall pay the Purchase Price for the Lot in cash, or by cashier's check drawn on a bank located in Marion County, Florida. If the provisions of this Section have been violated, and the Owner of the Lot fails to convey the Lot to a Declarant, that Declarant may enforce the provisions of this Section by an action for specific performance. Upon a judgment being entered by a court of competent jurisdiction granting specific performance to a Declarant, the Owner of the Lot shall immediately convey the Lot to that Declarant, subject only to matters of record existing at the time of that Declarant's conveyance to such Owner, or such Owner's predecessor-in-title, and the payment terms shall be the same as set forth above. The Declarant shall be entitled to recover attorneys' fees and costs of such action in the event the judgment is entered in favor of the Declarant. Upon completion of a single family residence commenced in accordance with this Section, and completed within the time period set forth in this Declaration, or any Neighborhood Declaration, the Declarant shall provide Owner with a release and satisfaction of this Purchase Option in recordable form.

- Section 10.5** **Approved Builder.** No builder or contractor who is not an Approved Builder may construct a Residence within the Subject Property, and the ARB shall not approve any plans or specifications submitted to it which do not provide for construction to be instituted and completed by an Approved Builder. Each Owner, by acceptance of a deed conveying its Lots, acknowledges the requirement that an Approved Builder be used and further acknowledges that the Declarants, or any one or more of them, may receive a marketing fee or commission from the Approved Builder as payment for efforts in marketing the Subject Property. Said fee or commission may be based upon the purchase price of each Owner's Lot, and the cost of constructing a Residence thereon. Each Owner further acknowledges that any Declarant may, within any Neighborhood for which that Declarant is the Declarant, limit the number of Approved Builders, including to a single licensed general contractor.
- Section 10.6** **Ownership Conveyance.** No Owner of a Lot shall convey any ownership interest in his or her Lot less than that which they own. The foregoing is not intended to prohibit the conveyance of life estates or undivided interests in Lots to spouses or other family members.
- Section 10.7** **Subdividing Lots.** No Lot in The Magnolias shall contain more than one Residence. Notwithstanding the foregoing, any Declarant may plat, replat and otherwise subdivide the portion of the Subject Property for which it is Declarant, as it sees fit.
- Section 10.8** **Increasing Size of Lot.** No parcel shall be increased in size by filling in any drainage area or lake which it may abut, except by a Declarant.
- Section 10.9** **Setback Requirements.** All structures, buildings, additions, or improvements other than the landscaping shall be set back no less than as is required by the setback requirements specified by the City of Ocala ordinances and regulations, including any variances thereto for which a Declarant has applied or may apply.
- Section 10.10** **Storage of Materials.** No items may be stored on a Lot outside a Residence including without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, lawn tools, supplies, lawn mowers and equipment. Each Owner grants the Association and the Declarant for the portion of the Subject Property in which his Lot is located an easement to enter onto his Lot to remove stored materials which the

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Owner has failed to remove within ten (10) days of the Association's or that Declarant's written demand that the Owner remove the same. Each Owner agrees to hold the Association and the Declarants, their employees and agents, harmless for any removal actions taken. Each Owner agrees to reimburse the Association and the Declarants for costs associated with removal of stored materials.

Section 10.11 Signs. To preserve the aesthetic quality of the Subject Property, no commercial signs except those specifically permitted by this provision, including signs advertising the sale or lease of any Lot or Residence shall be erected or placed or allowed to be erected or placed on any Lot, including any signs inside any Residence visible through any windows, without the prior written consent of the ARB. The Owner may place one "FOR SALE" sign advertising the availability of his or her Lot for sale upon the Lot, said sign not to exceed twenty-four inches (24") in length and eighteen inches (18") in height, and to be in a form approved by the ARB. These restrictions shall not apply to restrict a Declarant from erecting such signs as that Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Residence, or to restrict any Approved Builder from erecting such signs approved by the Declarant which the Declarant deems reasonable to identify the Approved Builder and to assist in the marketing of any Lot or Residence.

Section 10.12 Business Activity. No business, commercial enterprise, or business activity of any kind shall be carried on or conducted on or from any Lots except those businesses, commercial enterprises, and business activities exempted by a Declarant on Lots within the portion of the Subject Property for which that Declarant is Declarant, as provided herein. Nothing contained herein shall prohibit the use of a Residence for a home occupation otherwise meeting the requirement of any local governmental land use regulations except that no such use may employ any person who is not a full time occupant of the Residence, nor may it increase traffic within the Subject Property whether as a result of the regular delivery of goods and services, or the presence of business invitees, customers or clients at the Residence.

Section 10.13 Water and Sewer System. The central water and sewer systems operated by the City of Ocala shall be the only water supplier and sewage disposal supplier for all Lots in The Magnolias. Each Lot Owner agrees to pay all water consumption charges and sewage fees properly submitted to said Owner. No wells or septic tanks may be placed on any Lot, except by a Declarant or its assigns, except irrigation wells as may be permitted by the ARB. The Owners shall be liable for the reasonable fees charged by the water and sewer service provider.

Section 10.14 Cable Television. Each Declarant, or its assigns, for the portions of the Subject Property for which it is the Declarant, shall have the exclusive right (but not obligation and the right may be waived) to furnish to all Owners within the applicable portion of the Subject Property, cable television reception as that Declarant or its successor or its assigns deems appropriate and to charge the Owners fees for providing this service. Such easements as are necessary for the connection and maintenance of the television reception service, as provided herein, are reserved unto the Declarants or their assigns. If a Declarant determines, in its sole discretion, that assuring sufficient demand for cable television services is a pre-requisite to obtaining appropriate levels and quality of service, at an appropriate cost, the Declarant may require that every Owner of a Lot within the portion of the Subject Property for which that Declarant is the Declarant, accept and pay for a basic cable television package as determined by that Declarant.

Section 10.15 Internet Access. Each Declarant, or its assigns, for the portions of the Subject Property for which it is the Declarant, shall have the exclusive right (but not obligation and the right may be waived) to furnish to all Owners within the application portion of the Subject Property, high speed or broadband internet access via cables or land lines, as that Declarant, its successors or assigns deems appropriate, and to charge the Owners fees for providing this service. Such easements as are necessary for the connection and maintenance of the internet access, as provided herein, are reserved unto the Declarants or their assigns. If a Declarant

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determines, in its sole discretion, that assuring sufficient demand for internet access services is a pre-requisite to obtaining appropriate levels and quality of service, at an appropriate cost, the Declarant may require that every Owner of a Lot within the portion of the Subject Property for which that Declarant is the Declarant, accept and pay for a basic internet access package as determined by that Declarant.

Section 10.16 Structures Not to be Used as Residences. No structure of a temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be erected or placed on a Lot at any time, nor shall anything other than the Residence, or ARB approved garage apartment, guesthouse, or other accessory structure, be used as a residence, either temporarily or permanently.

Section 10.17 Nuisances. Owners shall be prohibited from doing anything or conducting any activity which would detract or in any way deter from the beauty or natural aesthetics of the Subject Property. No noxious or offensive activity shall be allowed, maintained, or carried on by any Owners, their employees, servants, and agents on any Lot which would cause discomfort, embarrassment or annoyance to any other Owner.

Section 10.18 Garbage. Each Declarant shall have the exclusive right (but not obligation and the right may be waived) to provide garbage and trash collection services for the portion of the Subject Property for which that Declarant is the Declarant, which right may be assigned, including to the City of Ocala. Each Owner agrees to participate in any curb side pickup program initiated by the Declarant or by the City of Ocala, and to purchase any solid waste containers required for said participation. No Lot or any part of the Subject Property shall be used or maintained for a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied and kept in covered sanitary containers in the garage or utility sheds, or at the rear of the Residence out of sight from the street or alley within an approved fenced area. On those days, and only on those days, when garbage pickup or yard trash pickup are made at their Lot, the Owners shall place their garbage (bagged and tied) on their Lot and adjacent to the street for pick up not earlier than dusk on the day prior to pickup. All receptacles will be removed from curbside not later than dusk on the day of pickup. There shall be no burning of trash or any other waste materials on the Subject Property. In the event trash must be collected from a receptacle servicing more than one Lot to meet the requirements of the collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash be placed outside the receptacle. Fences enclosing trash containers must be of the type approved by the ARB and Owners must obtain written approval before erecting any such fence. The Declarants reserve the right during any construction by them or otherwise to maintain receptacles, or sites for the collection of trash and debris, which receptacles or sites do not otherwise comply with this Section, on the Subject Property. Each Owner shall participate in any curbside recycling program initiated by the City of Ocala, or any alternate recycling program developed by the Declarants and approved by the City of Ocala.

Section 10.19 Modifications. Each Declarant reserves the right, in its sole and absolute discretion, to make modifications, clarifications, changes and interpretations of all restrictions and covenants contained herein, as they apply to the portion of the Subject Property for which that Declarant is the Declarant, and its determination shall be final.

Section 10.20 Leases. All leases of Lots shall be restricted to residential use. All leases shall be in writing and the Association, or a Neighborhood Association with regard to leases within the Neighborhood for which that Neighborhood Association has been formed, shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, any Neighborhood Declaration, the Articles of Incorporation and By-Laws of the Association, or the Articles of Incorporation and By-Laws of the Neighborhood Association, and applicable rules and regulations.

Each lease shall contain the following provision:

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The lessee hereunder acknowledges that this lease is subject to The Magnolias Master Declaration of Covenants and Restrictions; Articles of Incorporation and By-Laws of The Magnolias of Ocala Homeowners' Association, Inc.; and Rules and Regulations provided thereunder; that lessee has read the same, agrees to be bound thereby, and that failure to comply with same may result in certain remedies being applicable to lessee, including without limitation termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys' fees.

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest or licensee of a Lot occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and an agreement to be bound thereby and subject thereto.

No lease shall be for a term less than six (6) months. The Declarants are exempt from the provisions of this section.

Section 10.21 Exemption of Declarants. Each Declarant, so long as its owns any portion of the Subject Property or is doing construction work or repair work on the Subject Property, shall be exempt from the provisions of this Article 10, and the same shall not restrict any Declarant's use of, or the condition or maintenance of, any Lot owned by that Declarant.

Section 10.22 Water Management District Compliance. The Declarants may construct a drainage swale upon any Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Owner of a Lot, including builders, shall be responsible for the maintenance, operation and repair of any swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the St. John's River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner of the Lot upon which the drainage swale is located.

Section 10.23 Landscape Maintenance. Unless provided in a Neighborhood Declaration, each Owner shall maintain all shrubbery, sod, trees, and other landscaping installed on their Lot in accordance with plans approved by the ARB in a neat, clean, orderly and healthy condition, as approved by the ARB. Lawns shall be comprised of grass sod only, and shall be kept cut and edged next to all concrete or asphalt surfaces, and will be regularly mowed and maintained. All shrubbery shall be regularly trimmed and maintained to assure the health and attractive condition of the same. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Lot including any easements located on or adjacent thereto, including front, side, and rear road and utility easements.

Section 10.24 Corner Visibility. Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ARB and governmental agencies.

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ARTICLE 11.
INSURANCE AND TAXES

- Section 11.1** **Association Insurance.** Property and casualty insurance on any Common Areas for which the Association or Neighborhood Association has maintenance and other responsibilities pursuant to Section 8.3.1 or 8.4.1 shall be maintained by the Association or Neighborhood Association having that responsibility. The Association shall also purchase public and general liability insurance, and such other insurance as may be necessary on such Common Areas in the judgment of the Association and for purposes of properly insuring the Common Areas. Any such insurance shall name the Declarants as an additional insured party. To the extent the premiums for insurance policies purchased by the Association are for Master Common Areas they shall be deemed to be Common Expenses for The Magnolias and shall be paid by the Owners through the Annual Master Common Areas Assessment assessed against each Lot. To the extent the premiums for insurance policies purchased by the Association are for Limited Common Areas they shall be deemed to be Common Expenses for the Neighborhood in which the Limited Common Areas are located and shall be paid by the Owners within that Neighborhood through the Annual Limited Common Areas Assessment assessed against each Lot within that Neighborhood.
- Section 11.2** **Policies.** Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association or Neighborhood Association, as applicable and open for inspection by the Owners and Mortgagees at any reasonable time. All such insurance policies shall provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior notice in writing to the Association.
- Section 11.3** **FNMA Requirements.** Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Federal National Mortgage Association (FNMA) so long as FNMA holds a mortgage on or owns any Lot.
- Section 11.4** **Lot Taxes.** All real estate ad valorem and personal property taxes assessed, together with any assessments made by any governmental or quasi governmental agency assessed against a Lot shall be the responsibility of the Owner of the Lot.
- Section 11.5** **Common Area Taxes.** The Association or Neighborhood Association shall be responsible for paying all real property and personal property taxes assessed against any Common Areas for which the Association or that Neighborhood Association has responsibility pursuant to Section 8.3.1 or 8.4.1 and any personal property located thereon whether owned by the Association, a Neighborhood Association, or a Declarant. To the extent such taxes are on Master Common Areas they shall be deemed to be general expenses for The Magnolias and shall be paid by the Owners through the Annual Master Common Areas Assessment assessed against each Lot. To the extent such taxes are for Limited Common Areas they shall be deemed to be the expenses for the Neighborhood in which the Limited Common Areas are located and shall be paid by the Owners in the Neighborhood through the Annual Limited Common Areas Assessment assessed against each Lot within that Neighborhood.

ARTICLE 12.
ADDITIONAL RIGHTS OF FIRST MORTGAGEES

- Section 12.1** In addition to all other rights herein set forth, every Mortgagee holding a first mortgage on a Lot and every insurer and governmental guarantor of a first mortgage held by a Mortgagee shall have the right, upon written request to the Association or a Neighborhood Association identifying itself and the Lots subject to a first mortgage it holds or has insured or guaranteed, to:
- 12.1.1** Examine, during normal business hours or other reasonable circumstances, the Association's or Neighborhood Association's books, records and financial

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statements, and current copies of this Declaration, of the Articles and Bylaws, and of its rules and regulations;

- 12.1.2 Receive notice of the Association's or Neighborhood Association's meetings and attend such meetings;
- 12.1.3 Receive notice of any alleged default by any Owner whose Lot is subject to a Mortgage it holds or has insured or guaranteed, if the default is not cured within sixty (60) days after notice of the default to the Owner;
- 12.1.4 Receive notice of any condemnation or casualty loss which affects a major portion of the Common Areas;
- 12.1.5 Receive a copy, within reasonable time after it requests it, of the financial statement of the Association or Neighborhood Association for the immediately preceding fiscal year;
- 12.1.6 Receive notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or Neighborhood Association;
- 12.1.7 Receive notice of any proposed action by the Association or Neighborhood Association which would require hereunder the consent or constant approval of a specified percentage of Mortgagees;
- 12.1.8 Pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Areas and receive immediate reimbursement from the Association or Neighborhood Association; and
- 12.1.9 Pay, singly or jointly, any overdue premiums on any hazard insurance policy covering Common Areas or obtain, singly or jointly, new hazard insurance coverage on Common Areas upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association or Neighborhood Association.

**ARTICLE 13.
ASSIGNMENT**

All rights, powers, privileges and obligations reserved to a Declarant hereunder may be assigned by it in whole or in part at any time and from time to time including without limitation an assignment thereof to the Association or a Neighborhood Association. A recorded assignment thereof shall entitle all third parties to deal with the assignee as the true and lawful holder, owner and obligee thereof. Each Declarant may assign specific functions described herein, including the authority to act as the ARB, to individuals, corporate or other entities, or committees established for that purpose including, but not limited to, purchasers in bulk of Lots.

**ARTICLE 14.
ADDITIONAL COVENANTS AND RESTRICTIONS**

Each Declarant may include in any contract or deed for any Lot additional protective covenants and restrictions not inconsistent with those contained herein, and may provide for additional covenants and restrictions applying to the Subject Property as a whole through amendment as set forth in Article 15, below. Except for the Declarants or any assigns or successors-in-interest to a Declarant, no Owner, nor the Association or any other person or entity, without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of the Subject Property, except as provided in Article 15. In the event of any conflict between this Declaration, a Neighborhood Declaration, the Articles, Bylaws, or any of the Association documents, this Declaration shall control. In the event a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

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ARTICLE 15.
AMENDMENT

Section 15.1 **Amendments.** The Declarants in their sole and absolute discretion shall have the right and power to amend this Declaration until such time as the number of votes the Declarants have in the Association for each Lot owned is reduced from nine (9) to one (1) pursuant to the Articles, and such amendment by the Declarants shall not require the joinder of Owners or mortgagees or the Association, or any other party having any interest in the Subject Property. Without limiting the foregoing, each Declarant shall have the right to amend the Neighborhood Declaration for any Neighborhood for which it is the Declarant without the joinder or consent of the other Declarants. Such right to amend shall include without limitation the right (a) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to impose additional restrictions, or delete or modify existing restrictions, which the Declarant determines advisable in keeping with the nature and development of the portion of the Subject Property effected by the amendment, including any Neighborhood; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Subject Property which do not unreasonably lower standards of the covenants and restrictions herein contained; and (d) to release any Lot from any part of the covenants and restrictions which have been violated if a Declarant in its sole judgment determines such violation to be minor or substantially in compliance; (e) to modify or alter the rights of Owners to use or have access to the Common Areas; (f) to release any other property owned by the Declarant from these covenants and restrictions. At such time as the Declarants' voting rights in the Association are reduced to one vote per Lot owned by the Declarants pursuant to the Articles, the Association may amend these Declarations upon majority vote of the Members of the Association, however no amendment may alter the rights or powers of a Declarant without its written consent, and no amendment by the Association which substantially impacts only the Owners within specific Neighborhoods (as opposed to impacting the Subject Property uniformly) may be approved without a majority vote not only of all of the Members of the Association, but also of all of the Members of the Association residing within those Neighborhoods.

Section 15.2 **Notice of Amendment.** Recording of an amendment properly made in accordance with the terms of Section 15.1 of this Article 15 shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.

Section 15.3 **Amendment of Articles and By-Laws.** The Articles of Incorporation and By-Laws shall be amended in the manner provided in such documents.

Section 15.4 **Amendments Affecting Surface Water or Storm Water Management System.** Any amendment of this Declaration which alters any provision relating to 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. John's River Water Management District.

ARTICLE 16.
TERMINATION OF DECLARATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Declarants, the Association and their respective legal representatives, heirs, successors and assigns until amended or modified according to the terms of Article 15 hereinabove set forth. In the event of and after the assignment by a Declarant of all of its rights hereunder, the consent of the Owners of Lots to which seventy-five percent (75%) of the total allowable votes in the Association are allocated and the approval of holders of first mortgages on Lots which have at least seventy-five percent of the total votes of Lots subject to first mortgages, shall be required to terminate the covenants

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and restrictions of the Declaration. Termination shall be accomplished in the same manner as set forth for amendment to the Declaration in Article 15, except that the specific percentages herein shall apply.

ARTICLE 17.
ENFORCEABILITY

Section 17.1 **Parties Who May Seek Enforcement.** If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Declarations, the By-Laws, Articles of Incorporation, or any Rules and Regulations, it shall be lawful for a Declarant, the Association, or a Neighborhood Association (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should a Declarant, the Association or a Neighborhood Association be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by a Declarant, the Association or a Neighborhood Association against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an Assessment or Fine including, but not limited to, a foreclosure proceeding against the Owner's Lot. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of a Declarant, the Association or a Neighborhood Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, the St. John's River Water Management District shall have the right to enforce, by proceeding in law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System.

ARTICLE 18.
RECONSTRUCTION AND REPAIR AFTER CASUALTY

Section 18.1 **Declarant Agent in Condemnation Settlement.** Each Declarant shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Areas within the portion of the Subject Property for which that Declarant is the Declarant, or which touches upon, concerns or affects the use of the Common Areas; and such Declarant shall represent the Owners of Lots and the Association and is hereby irrevocably appointed agent for each Owner of a Lot and the Association in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, all awards or proceeds of settlement shall be payable to the appropriate Declarant and if The Magnolias Homeowners' Association has purchased such Common Areas, it shall disburse such award or proceeds to the Owners of Lots and their mortgagees as their interest may appear and as the Declarant shall decide in its sole discretion.

Section 18.2 **Reconstruction or Repair of Common Areas.** Any reconstruction or repair of the Common Areas as a result of casualty or condemnation must be substantially in the Common Areas and any reconstructed Improvements must be reconstructed as originally built; or if not, then according to plans and specifications approved by the Declarant for the portion of the Subject Property in which the Common Areas are located which shall be of similar kind and quality as the original plans and specifications. During the time of repair or reconstruction, all Owners will remain liable for all fees and Assessments.

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Section 18.3 Repair or Replacement of Living Unit. In the event that any Residence is destroyed by fire or other casualty, the Owner of such Residence shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Residence ("*Required Repair*"); or (ii) the Owner shall tear the Residence down, remove all debris, and resod and landscape the Lot as required by the ARB ("*Required Demolition*"). If an Owner elects to perform the Required Repair such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Residence. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board of Directors in its sole and absolute discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. The Required Repair must be in accordance with all other provisions of this Declaration including, to the extent the Required Repair alters any portions of the Residence, approval by the ARB. Without limiting any other provision of this Declaration or the powers of the Association, the Declarant and the Association shall have the right to bring an action against an Owner who fails to comply with the foregoing requirements.

ARTICLE 19.
MISCELLANEOUS PROVISIONS

Section 19.1 Modification and Interpretation. The Declarants hereby reserve to themselves the right, in their sole and absolute discretion, to be evidenced by execution of a document signed by the holder of a majority of Lots then owned by the Declarants, to make modifications, clarifications, deletions, additions, changes, and interpretations of all restrictions and covenants contained herein. The Declarants' interpretation of all restrictions and covenants shall be final. Notwithstanding the foregoing, no Declarant may increase the obligations, duties, or liabilities of any other Declarant, or of the Owners of Lots within portions of the Subject Property for which that Declarant is not the Declarant, or reduce its own rights, duties or obligations under the Declaration, or reduce the rights, duties, and obligations of the Owners of Lots within portions of the Subject Property for which it is the Declarant, without the consent of all other Declarants.

Section 19.2 Duration. The covenants and restrictions as provided for in this Declaration shall be perpetual, and shall run with the title to all the land, tracts, and parcels contained in any plat of the Subject Property, subject only to termination in accordance with the provisions of Article 16 above.

Section 19.3 Validity. If any portion of the Declaration is declared unconstitutional or if the applicability of this Declaration against any person or any circumstances is held invalid, the validity of the remainder of the Declarations shall not be affected thereby. If any word, sentence, phrase, clause, section or portion of the Declarations shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 19.4 Right of Association to Merge. The Association retains the right to merge with any other property owners' association. This right shall be exercised by the recordation of an amendment to this Declaration recorded among the Public Records of the County, which amendment shall set forth a legal description of the Subject Property to which this Declaration, as amended shall apply. The amendment shall further have attached to it a resolution of this Association and the property owners' association with which a merger is to take place, and such resolution shall be certified by the Association Secretary thereof and shall state:

19.4.1 That a meeting of the Association was held in accordance with its Bylaws.

19.4.2 That a two-thirds (2/3) vote of the Membership approve the merger.

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The foregoing certificates, when attached to the amendment, shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 19.5 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

Section 19.6 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto, or any amendment thereof.

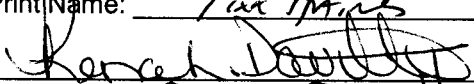
Section 19.7 Plats. In addition to this Declaration, the Subject Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the plats of the Subject Property, which plats are recorded or are to be recorded in the Public Records of Marion County, Florida.

Section 19.8 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Marion County, Florida.

Section 19.9 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to be last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

IN WITNESS WHEREOF, J & B DEVELOPERS, INC., A FLORIDA CORPORATION, OSIG INVESTMENTS, INC., A FLORIDA CORPORATION, AND PEEK PROPERTIES, INC., A FLORIDA CORPORATION have caused this instrument to be executed the 14 day of April, 2005.

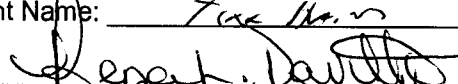
Signed and delivered in our presence as witnesses:


Print Name: Tia Harris

Print Name: Renah Davitto

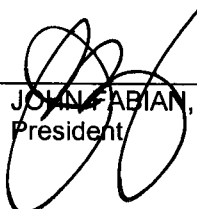
J & B DEVELOPERS, INC., A FLORIDA CORPORATION

By: 
JOHN FABIAN, JR.
Its: Vice President

Signed and delivered in our presence as witnesses:

- 
Print Name: Tia Harris

Print Name: Renah Davitto

OSIG INVESTMENTS, INC., A FLORIDA CORPORATION

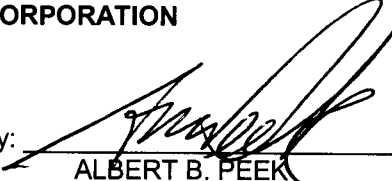
By: 
JOHN FABIAN, JR.
Its: President

Signed and delivered in our presence as witnesses:

- 
Print Name: Tia Harris

Print Name: Renah Davitto

PEEK PROPERTIES, INC. A FLORIDA CORPORATION

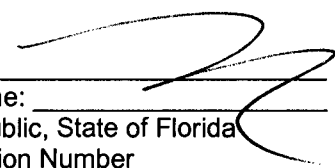
By: 
ALBERT B. PEEK
Its: President

THE MAGNOLIAS
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, this day personally appeared John Fabian, Jr., Vice President of J & B Developers, Inc., a Florida corporation, and he acknowledged to me and before me that he executed said instrument on behalf of said Corporation for the uses and purposes therein expressed on the day and year above stated, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal at Ocala, Marion County, Florida, this 14th day of April, 2005.



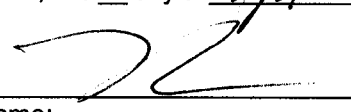
Print Name: _____
Notary Public, State of Florida
Commission Number _____
Commission Expires _____

TIM HAINES
Notary Public, State of Florida
My comm. expires October 14, 2005
Comm. No. DD 46336

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, this day personally appeared John Fabian, Jr., President of OSIG Investments, Inc., a Florida corporation, and he acknowledged to me and before me that he executed said instrument on behalf of said Corporation for the uses and purposes therein expressed on the day and year above stated, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal at Ocala, Marion County, Florida, this 14th day of April, 2005.



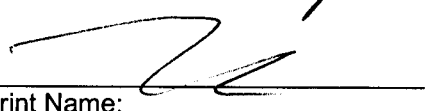
Print Name: _____
Notary Public, State of Florida
Commission Number _____
Commission Expires _____

TIM HAINES
Notary Public, State of Florida
My comm. expires October 14, 2005
Comm. No. DD 46336

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, this day personally appeared Albert B. Peek, President of Peek Properties, Inc., a Florida corporation, and he acknowledged to me and before me that he executed said instrument on behalf of said Corporation for the uses and purposes therein expressed on the day and year above stated, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal at Ocala, Marion County, Florida, this 14th day of April, 2005.



Print Name: _____
Notary Public, State of Florida
Commission Number _____
Commission Expires _____

TIM HAINES
Notary Public, State of Florida
My comm. expires October 14, 2005
Comm. No. DD 46336

THE MAGNOLIAS
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

JOINDER AND CONSENT

The undersigned, **ALBERT B. PEEK, TRUSTEE**, the owner of fee simple title to the property described in Exhibit "B", by execution hereof, hereby joins in and consents to The Magnolias Master Declaration of Covenants and Restrictions to which this Joinder and Consent is attached. Without limiting the foregoing the undersigned consents to the encumbrance of the real property described in Exhibit "B" by The Magnolias Master Declaration of Covenants and Restrictions, and further acknowledges that, with regard to all of the property described in the attached Exhibit "B", for purposes of the Declaration, Peek Properties, Inc., shall be deemed the Owner of the same and the Declarant under The Magnolias Master Declaration of Covenants and Restrictions.

Signed and sealed in our presence as witnesses:

Print Name: _____

Print Name: _____

By: _____

ALBERT B. PEEK, TRUSTEE

**STATE OF FLORIDA
COUNTY OF MARION**

BEFORE ME, the undersigned authority, this day personally appeared Albert B. Peek, Trustee, and he acknowledged to me and before me that he executed said instrument for the uses and purposes therein expressed on the day and year above stated, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal at Ocala, Marion County, Florida, this 14th day of April, 2005.

Print Name: _____

Notary Public, State of Florida

Commission Number _____

Commission Expires _____

TIM HAINES
Notary Public, State of Florida
My comm. expires October 14, 2005
Comm. No. DD 46336

LEGAL DESCRIPTION

A PORTION OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 22 EAST AND A PORTION OF THE N.E. 1/4 OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF SAID SECTION 25; THENCE N00°02'44"W ALONG THE WEST BOUNDARY OF SAID S.W. 1/4 A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.E. 38th STREET; THENCE DEPARTING SAID WEST BOUNDARY N89°49'45"E ALONG SAID RIGHT OF WAY LINE, 728.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°49'45"E ALONG SAID RIGHT OF WAY LINE 590.57 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE S.W. 1/4 OF AFOREMENTIONED SECTION 25; THENCE DEPARTING SAID RIGHT OF WAY LINE N00°06'44"E ALONG SAID EAST BOUNDARY, 2609.85 FEET TO THE S.E. CORNER OF THE WEST 1/2 OF THE N.W. 1/4 OF SAID SECTION 25; THENCE N00°06'11"E ALONG THE EAST BOUNDARY OF THE WEST 1/2 OF SAID N.W. 1/4 A DISTANCE OF 925.02 FEET TO A POINT ON THE SOUTH BOUNDARY OF SILVER SPRINGS SHORES, UNIT NO. 10, AS RECORDED IN PLAT BOOK "J", PAGES 11 THROUGH 14 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EAST BOUNDARY S89°39'22"W ALONG SAID SOUTH BOUNDARY, 400.00 FEET; THENCE N00°07'21"E ALONG THE WEST BOUNDARY OF SAID SILVER SPRINGS SHORES, UNIT NO. 10 A DISTANCE OF 1325.96 FEET; THENCE S89°50'00"W ALONG THE SOUTH BOUNDARY OF SAID SILVER SPRINGS SHORES, UNIT NO. 10 A DISTANCE OF 932.50 FEET; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY S89°42'07"W, 186.88 FEET TO THE POINT OF CURVATURE OF A CURVE ON THE EASTERLY RIGHT OF WAY LINE OF A PROPOSED ROADWAY (60 FEET WIDE), SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 770.00 FEET AND A CENTRAL ANGLE OF 34°38'58"; THENCE DEPARTING SAID SOUTH BOUNDARY, 465.85 FEET (CHORD BEARING AND DISTANCE OF S17°37'21"E, 458.58 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET AND A CENTRAL ANGLE OF 40°08'57"; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH THE FOLLOWING COURSES AND DISTANCES PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 721.76 FEET (CHORD BEARING AND DISTANCE OF S14°52'21"E, 707.08 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 63°32'13"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 27.72 FEET (CHORD BEARING AND DISTANCE OF S26°33'58"E, 26.32 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 116.50 FEET AND A CENTRAL ANGLE OF 141°37'43"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 287.97 FEET (CHORD BEARING AND DISTANCE OF S12°28'47"W, 220.06 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 63°32'13"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 27.72 FEET (CHORD BEARING AND DISTANCE OF S51°31'32"W, 26.32 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET AND A CENTRAL ANGLE OF 00°41'52"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 12.55 FEET (CHORD BEARING AND DISTANCE OF S20°06'22"W, 12.55 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 970.00 FEET AND A CENTRAL ANGLE OF 20°30'26"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 347.18 FEET (CHORD BEARING AND DISTANCE OF S10°12'05"W, 345.33 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE S00°03'08"E, 522.27 FEET; THENCE S00°02'44"E, 249.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87°07'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 29.29 FEET (CHORD BEARING AND DISTANCE OF S33°36'32"E, 27.64 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 116.50 FEET AND A CENTRAL ANGLE OF 134°15'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 272.98 FEET (CHORD BEARING AND DISTANCE OF S00°02'44"E, 214.68 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°07'37"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 29.29 FEET (CHORD BEARING AND DISTANCE OF S33°31'04"W, 27.64 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE S00°02'44"E, 601.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 970.00 FEET AND A CENTRAL ANGLE OF 19°57'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 337.92 FEET (CHORD BEARING AND DISTANCE OF S10°01'32"E, 336.21 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET AND A CENTRAL ANGLE OF 12°41'46"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 228.24 FEET (CHORD BEARING AND DISTANCE OF S13°39'28"E, 227.77 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 63°32'13"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 27.72 FEET (CHORD BEARING AND DISTANCE OF S39°04'41"E, 26.32 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 116.50 FEET AND A CENTRAL ANGLE OF 141°37'43"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 287.97 FEET (CHORD BEARING AND DISTANCE OF S00°01'56"E, 220.08 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 63°32'13"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 27.72 FEET (CHORD BEARING AND DISTANCE OF S39°00'49"W, 26.32 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET AND A CENTRAL ANGLE OF 09°29'14"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 170.55 FEET (CHORD BEARING AND DISTANCE OF S11°59'20"W, 170.36 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 970.00 FEET AND A CENTRAL ANGLE OF 16°46'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 284.05 FEET (CHORD BEARING AND DISTANCE OF S08°20'36"W, 283.03 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE S00°02'44"E, 147.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°07'31"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 78.65 FEET (CHORD BEARING AND DISTANCE OF S45°06'29"E, 70.79 FEET) TO THE POINT OF INTERSECTION WITH THE PROPOSED NORTH RIGHT OF WAY LINE OF SAID S.E. 38th STREET; THENCE N89°49'45"E, ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY LINE, 235.00 FEET THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 11°28'42"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 208.35 FEET (CHORD BEARING AND DISTANCE OF S84°25'54"E, 208.00 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 960.00 FEET AND A CENTRAL ANGLE OF 11°28'42"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 192.32 FEET (CHORD BEARING AND DISTANCE OF S84°25'54"E, 192.00 FEET) TO THE POINT OF BEGINNING.

EXHIBIT

"A"

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Book3880/Page15

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A portion of Lots 1, 2, 4, 5, 8, 9, 12 and 13 of MONTAGUE as recorded in Plat Book E, Page 27 of the Public Records of Marion County, Florida, and a portion of the East 1/2 of Section 26, Township 15 South, Range 22 East, and a portion of the West 1/2 of Section 25, Township 15 South, Range 22 East, Marion County, Florida, being more particularly described as follows:

Commence at the SE corner of the SE 1/4 of said Section 26; thence N. 00°02'44" W., along the East boundary of said SE 1/4, a distance of 40.00 feet to a point on the North right of way line of SE 38th Street; thence departing said East boundary, S. 89°38'37" W., along said right of way line, 425.80 feet to the point of intersection with the proposed North right of way line of said SE 38th Street, said point being the Point of Beginning, said point also being the point of cusp of a curve concave Southeasterly, having a radius of 290.00 feet and a central angle of 30°27'01"; thence Northeasterly along the arc of said curve and said proposed Northerly right of way line, 154.12 feet (chord bearing and distance of N. 74°25'07" E., 152.32 feet) to the point of tangency thereof; thence continue along said proposed Northerly right of way line, N. 89°38'37" E., 214.32 feet to the point of curvature of a curve concave Northwesterly, having a radius of 50.00 feet and a central angle of 89°41'21"; thence Northeasterly along the arc of said curve and said proposed Northerly right of way line, 78.27 feet (chord bearing and distance of N. 44°47'57" E., 70.52 feet) to the point of tangency thereof; said point being on the Westerly right of way line of a proposed roadway (60 feet wide); thence continue along said Westerly right of way line through the following courses and distances: proceed thence N. 00°02'44" W., 147.95 feet to the point of curvature of a curve concave Southeasterly, having a radius of 1030.00 feet and a central angle of 16°46'41"; thence Northeasterly along the arc of said curve, 301.62 feet (chord bearing and distance of N. 08°20'36" E., 300.54 feet) to the point of reverse curvature of a curve concave Northwesterly, having a radius of 970.00 feet and a central angle of 09°04'29"; thence Northeasterly along the arc of said curve, 153.63

feet (chord bearing and distance of N. 12°11'42" E., 153.47 feet) to the point of compound curvature of a curve concave Southwesterly, having a radius of 25.00 feet and a central angle of 71°01'34"; thence Northwesterly along the arc of said curve, 30.99 feet (chord bearing and distance of N. 27°51'19" W., 29.04 feet) to the point of reverse curvature of a curve concave Easterly, having a radius of 116.50 feet and a central angle of 126°40'21"; thence Northerly along the arc of said curve, 257.56 feet (chord bearing and distance of N. 00°01'56" W., 208.22 feet) to the point of reverse curvature of a curve concave Northwesterly, having a radius of 25.00 feet and a central angle of 71°01'34"; thence Northeasterly along the arc of said curve, 30.99 feet (chord bearing and distance of N. 27°47'28" E., 29.04 feet) to the point of compound curvature of a curve concave Southwesterly, having a radius of 970.00 feet and a central angle of 12°17'01"; thence Northwesterly along the arc of said curve, 207.96 feet (chord bearing and distance of N. 13°51'50" W., 207.56 feet) to the point of reverse curvature of a curve concave Northeasterly, having a radius of 1030.00 feet and a central angle of 19°57'37"; thence Northerly along the arc of said curve, 358.82 feet (chord bearing and distance of N. 10°01'32" W., 357.01 feet) to the point of tangency thereof; thence N. 00°02'44" W., 601.62 feet to the point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet and a central angle of 67°07'37"; thence Northwesterly along the arc of said curve, 29.29 feet (chord bearing and distance of N. 33°36'32" W., 27.64 feet) to the point of reverse curvature of a curve concave Easterly, having a radius of 116.50 feet and a central angle of 134°15'13"; thence Northerly along the arc of said curve, 272.98 feet (chord bearing and distance of N. 00°02'44" W., 214.68 feet) to the point of reverse curvature of a curve concave Northwesterly, having a radius of 25.00 feet and a central angle of 67°07'37"; thence Northeasterly along the arc of said curve, 29.29 feet (chord bearing and distance of N. 33°31'04" E., 27.64 feet) to the point of tangency thereof; thence N. 00°02'44" W., 249.58 feet; thence N. 00°03'08" W., 522.27 feet to the point of curvature of a curve concave Southeasterly, having a radius of 1030.00 feet and a central angle of 20°30'02"; thence Northeasterly along the arc of said curve, 368.54 feet (chord bearing and distance of N. 10°12'17" E., 366.58 feet) to the point of reverse curvature of a curve concave Northwesterly, having a radius of 970.00 feet and a central angle of 00°17'07"; thence Northeasterly along the arc of said curve, 4.83 feet (chord bearing and distance of N. 20°18'44" E., 4.83 feet) to the point of compound curvature of a curve concave Southwesterly, having a radius of 25.00 feet and a central angle of 71°01'34"; thence Northwesterly along the arc of said curve, 30.99 feet (chord bearing and distance of N. 15°20'37" W., 29.04 feet) to the point of reverse curvature of a curve concave Southeasterly, having a radius of 116.50 feet and a central angle of 126°40'21"; thence Northeasterly along the arc of said curve, 257.56 feet (chord bearing and distance of N. 12°28'47" E., 208.22 feet) to the point of reverse curvature of a curve concave Northwesterly, having a radius of 25.00 feet and a central angle of 71°01'34"; thence Northeasterly along the arc of said curve, 30.99 feet (chord bearing and distance of N. 40°18'10" E., 29.04 feet) to the point of compound curvature of a curve concave Southwesterly, having a radius of 970.00 feet and a central angle of 39°44'12"; thence Northwesterly along the arc of said curve, 672.73 feet (chord bearing and distance of N. 15°04'43" W., 659.33 feet) to the point of reverse curvature of a curve concave Northeasterly, having a radius of 830.00 feet and a central angle of 34°38'56"; thence Northwesterly along the arc of said curve, 501.93 feet (chord bearing and distance of N. 17°37'21" W., 494.32 feet) to a point on the South boundary of SILVER SPRINGS SHORES, UNIT NO. 10, as recorded in Plat Book J, Pages 11 through 14 of the Public Records of Marion County, Florida; thence departing said curve and said Westerly right of way line, S. 89°42'07" W., along the South boundary of said Unit No. 10, a distance of 607.81 feet; thence departing said South boundary, S. 00°00'25" W., 466.69 feet; thence S. 89°41'53" W., 466.71 feet to a point on the West boundary of the East 1/2 of the NE 1/4 of aforementioned Section 26; thence S. 00°00'19" E., along said West boundary, 1781.58 feet to a point on the North boundary of the SE 1/4 of said Section 26; thence departing said West boundary, S. 89°46'43" W., along said North boundary, 1323.37 feet to the NW corner of the SE 1/4 of said Section 26, said point being the NE corner of HICKORY HILL, as recorded in Plat Book G, Page 87 of the Public Records of Marion County, Florida; thence S. 00°03'48" W., along the West boundary of said SE 1/4 and East boundary of said HICKORY HILL, 1085.01 feet; thence departing said boundary, S. 89°56'32" E., 500.02 feet; thence S. 00°02'48" W., 300.05 feet; thence S. 89°59'48" E., 62.29 feet; thence S. 00°02'06" W., 550.68 feet to a point on the Northeasterly right of way line of State Road No. 464 (200 feet wide); thence S. 55°24'29" E., along said right of way line, 121.62 feet;

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thence departing said right of way line, N. 00°01'26" E., 680.61 feet; thence N. 89°41'40" E., 662.00 feet; thence S. 00°00'41" E., 1141.14 feet to a point on the aforementioned Northeasterly right of way line of State Road No. 464; thence S. 55°24'29" E., along said right of way line, 187.78 feet to the point of curvature of a curve concave Northeasterly, having a radius of 5629.58 feet and a central angle of 00°40'30"; thence Southeasterly along the arc of said curve and said right of way line, 66.31 feet (chord bearing and distance of S. 55°34'26" E., 66.31 feet) to the point of intersection with the aforementioned North right of way line of SE 38th Street; thence N. 89°38'37" E., along said North right of way line, 690.55 feet to the Point of Beginning.

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Book3880/Page1568 CFN#2004172887

Book4001/Page1735 CFN#2005058753

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF**

THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, *Florida Statutes*, 1991, as amended, and do hereby certify:

ARTICLE 1.

Name

The name of the Corporation is The Magnolias of Ocala Homeowners' Association, Inc., hereinafter called the "Association" and whose address is 2631 SE 58th Avenue, Ocala, FL 34471.

ARTICLE 2.

Registered Agent

The name of the Registered Agent is John Fabian, Jr. and the Registered Office is 2631 SE 58th Avenue, Ocala, FL 34471.

ARTICLE 3.

Definitions

All definitions in The Magnolias Master Declaration of Covenants and Restrictions (the "Declaration") to which a copy of the Articles are attached as Exhibit "C", are incorporated herein by reference and made a part hereof.

ARTICLE 4.

Purpose and Definitions

Section 4.1 Purpose. The primary purpose of this Association is to create an entity to provide a forum for discussion and communication among the Owners of property in The Magnolias and to facilitate and assure the maintenance and operation of such property as may be subjected to the terms of the Declaration pursuant to its terms, including but not limited to the roadways and drainage facilities.



**ARTICLES OF INCORPORATION
OF
THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

Section 4.2 Nonprofit Character of Association. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, Directors or Officers.

**ARTICLE 5.
Powers**

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association including the following:

Section 5.1 To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as recorded in the Public Records of Marion County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

Section 5.2 To establish, collect, and disburse assessments to be used for the maintenance, repairs, and replacement of the Common Areas, roadways, and the storm water and surface water drainage facilities and/or systems located within The Magnolias, or located on any property owned by a third party for which the Association by rule, regulation, declaration or contract has a right or duty to provide maintenance, repair, or replacement.

Section 5.3 To manage, operate, maintain, repair and improve the Common Areas and any storm water or surface water management facility areas located within The Magnolias or any property owned by another third party for which the Association by rule, regulation, declaration or contract has a right or duty to provide such services. The Association shall operate, maintain, and manage the surface water or storm water management systems in a manner consistent with the St. John's River Water Management District Permits 4-083-93223-2 and 4-083-93223-3 requirements and applicable district rules, and shall assist in the enforcement of the Declaration which relate to the surface water or storm water management system.

**ARTICLE 6.
Membership**

Each Declarant and every Owner of a Lot as defined in the Declaration shall be a member of the Association. Except for Declarant membership shall be appurtenant to and may not be separated from ownership of any Lot. Declarant may assign its rights, duties and obligations as a Member of the Association to third parties, including voting rights set forth herein. All members agree to be bound by the terms and provisions of these Articles of Incorporation and such Bylaws and operating procedures as may be promulgated by the Association from time to time.

**ARTICLE 7.
Voting Rights**

**ARTICLES OF INCORPORATION
OF
THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

The voting rights in the Association shall be as follows:

- Section 7.1** Each Declarant or his assignee, until ninety percent (90%) of the total Lots contemplated to be developed within the Subject Property have been sold, shall be entitled to nine (9) votes for each Lot owned by that Declarant. For purposes hereof (and all purposes of the Declaration and these Articles) Peek Properties, Inc. shall be deemed the owner of all Lots titled in the name of Albert B. Peek, Trustee. No conveyance of a Lot by a Declarant to a third party shall be deemed an assignment of the rights of the Declarant hereunder or under the Declaration without an express statement of such an assignment in writing signed by the Declarant.
- Section 7.2** Each other Owner of a Lot shall be entitled to one (1) vote for each Lot owned. When one or more persons holds an interest in any Lot, all such persons shall be members of the Association, but in no event shall more than one vote be cast with respect to any single Lot. In the event all of the Owners of a Lot cannot agree on any vote, no vote shall be cast for such Lot; provided, however, that the Association may conclusively rely on the vote cast by any of the Owners of a Lot as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one or more such Owners.
- Section 7.3** Three (3) months after ninety percent (90%) of all the Lots in all phases of The Magnolias have been conveyed to Owners other than a Declarant or Albert B. Peek, Trustee, (whether an original Declarant or a Declarant by virtue of assignment of the rights of the original Declarant) the number of votes to which the Declarants or their assignees are entitled shall be reduced to one (1) vote per Lot owned.

**ARTICLE 8.
Board of Directors**

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three nor more than eleven persons who need not be members of the Association. The first Board shall consist of three Directors. Upon the recording of a Plat for the second Neighborhood within The Magnolias the number of Directors shall be increased to five, and upon recording of each subsequent Plat for a Neighborhood within The Magnolias the number of Directors shall be increased by two for a maximum of eleven Directors.

The first election of Directors shall be held in the last 3 months of the year in which the Articles of Incorporation are filed with the Secretary of State. If at the time of the first election there are three Directors pursuant to the preceding sub-paragraph, one Director shall be elected for a term of one year, one for a term of two years, and one for a term of three years. If at the time of such election there are five Directors pursuant to the preceding sub-paragraph, one shall be elected for a term of one year, two for a term of two years, and two for a term of three years. If at the time of such election there are seven Directors pursuant to the preceding sub-paragraph, two shall be elected for a term of one year, two for a term of two years, and three for a term of three years. If at the time of such election there are nine Directors pursuant to the preceding sub-paragraph, three shall be elected for a term of one year, three for a term of two years, and three for a term of three years.

**ARTICLES OF INCORPORATION
OF
THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

If at the time of such election there are eleven Directors pursuant to the preceding sub-paragraph, three shall be elected for a term of one year, four for a term of two years, and four for a term of three years. At each annual meeting thereafter the number of Directors equal to that of those whose terms have expired shall be elected for a three year term. At the expiration of any term, any Director may be re-elected subject to the Neighborhood residence requirement as set forth in the following sub-paragraph. The Directors shall be elected by the vote of a majority of the Members entitled to vote thereon at a meeting at which a quorum of the Members are present.

Notwithstanding anything contained herein, beginning with the first election of Directors, and at all times thereafter, there must be one Member of the Board of Directors owning a Lot in each Neighborhood for which a Neighborhood Declaration has then been recorded. If at the time of any election there is a Neighborhood not represented on the Board of Directors, the first opening at that election shall be filled by the candidate for the Board of Directors owning a Lot in that Neighborhood obtaining the highest number of votes cast by Owners of Lots within that Neighborhood, whether or not said candidate obtains the highest number of votes of all candidates. The Board of Directors shall adopt such election procedures as necessary to assure that at all times at least one Member owning a Lot in each Neighborhood is on the Board of Directors, including requirements for separate voting within Neighborhoods.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
JOHN FABIAN, JR.	2631 SE 58 th Avenue Ocala, FL 34471
HARVEY VANDEVEN	4801 SE 11 th Place Ocala, FL 34471
ALBERT B. PEEK	1111 NE 25 th Avenue, Suite 102 Ocala, FL 34470

At any time a Lot in the Subject Property is owned by a Declarant (or its specific assignee of the right granted herein) that Declarant shall be entitled to appoint one (1) member of the Board of Directors, the balance of the Board of Directors to be elected as noted above.

**ARTICLE 9.
Assessments**

The Directors are required to establish Assessments to be levied against each Lot sufficient to maintain, extend or improve the Common Areas and any other areas which are maintained or partially maintained by the Association, any surface water or storm water management systems located within the Subject Property, or otherwise necessary to pay Common Expenses. The Directors shall notify any Owner of the amount of the then Assessments upon written request,

**ARTICLES OF INCORPORATION
OF
THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

along with an explanation for the determination of the Assessments in such detail as the Directors determine. The amount of the Assessments may vary from Neighborhood to Neighborhood to reflect differing costs of maintaining Limited Common Areas within each Neighborhood. The amount of the Assessments may be changed by the Directors as frequently as deemed necessary by them to assure that the amount of the Assessments is sufficient to pay all Common Expenses or otherwise satisfy all obligations of the Association. The Assessment so established may be levied and collected annually, quarterly or monthly, either in arrears or in advance, at the sole discretion of the Directors.

The Directors may, in their complete and sole discretion, propose a special assessment against the Lots for one time and/or extraordinary expenses associated with the maintenance, extension or improvement of the Common Areas of the Subject Property. The Directors shall give each member notification of the proposed Special Assessment, and the time and location for the meeting of the Directors and members for consideration of the Special Assessment (which shall be in Marion County, Florida) not less than fourteen (14) or greater than sixty (60) days prior to the scheduled special meeting of the members. At the special meeting the Special Assessment may be adopted by the Board of Directors, except that in the case of a Special Assessment levied with regard to a Master Common Area which exceeds the Annual Master Common Areas Assessment for the prior year adopted of the Special Assessment shall require the vote of fifty-one percent (51%) of the Members in attendance, whether by person or proxy, at a meeting at which a quorum of the members are present, by person or proxy. A Special Assessment levied with regard to a Limited Common Area which exceeds the Annual Limited Common Areas Assessment for the prior year for the Neighborhood in which the Limited Common Area is located, shall require the affirmative vote of fifty-one percent (51%) of the Owners of Lots within that Neighborhood.

The Directors shall keep separate records of all assessments made and collected pursuant to this Article, and all the monies deposited into, and disbursed from accounts, and shall make said records available, at reasonable hours and in a reasonable manner, to any Member of the Association requesting access to the same.

The Association shall include within the Assessments at the request of a Declarant, an amount determined by the Declarant for the provision of cable tv service, broadband or other internet access service and/or garbage and trash collection services to each Owner, which amount shall, upon collection by the Association be remitted to the Declarant or its assigns. The assessments collected by the Association in accordance with the provisions of this Article shall also be used, to the extent required, for the maintenance and repair of the surface water or storm water management systems, including but not limited to work within retention areas, drainage structures and drainage easements.

**ARTICLE 10.
Dissolution**

In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be used for such similar purposes. Notwithstanding any other provisions contained

**ARTICLES OF INCORPORATION
OF
THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

within this Article, the Association may be dissolved only as provided in the Declaration, the Bylaws of the Association, and the laws of the State of Florida. In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management systems located within The Magnolias must be transferred to and accepted by an entity which would comply with any requirements of the St. John River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 11.

Duration

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE 12.

Amendments

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

Section 12.1 Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the written notice of any meeting at which a proposed amendment is considered.

Section 12.2 Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association entitled to vote thereon.

Section 12.3 Adoption of Amendment. Adoption of the amendment will require the affirmative vote of two-thirds of the votes entitled to be cast at that time.

Section 12.4 Restrictions on Amendment. No amendment to these Articles of Incorporation affecting in any way the ownership, maintenance or operation of any surface water or storm water management system in The Magnolias shall be effective without the written consent of the St. John River Water Management District.

ARTICLE 13.

Subscribers

The names and street addresses of the subscribers and incorporators to these Articles of Incorporation is the same as listed in Article 2 hereof.

ARTICLE 14.

Officers

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

ARTICLES OF INCORPORATION
OF
THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

- **JOHN FABIAN, JR.** **President**
- **HARVEY VANDEVEN** **Secretary**
- **ALBERT B. PEEK** **Treasurer**

ARTICLE 15.

Bylaws

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded at a regular meeting or special meeting of the Members by a majority of the votes then entitled to be cast. Any amendments to Bylaws shall be binding on all members of the Association.

ARTICLE 16.

Indemnification of Officers and Directors

The Association shall and does hereby indemnify and hold harmless each Declarant and every Director and every officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE 17.

Transaction in Which Directors or Officers are Interested

No contract or transaction between the Association and one or more of the Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization including without limitation, any Declarant, or an affiliate of any Declarant, or a corporation in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purposes. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**ARTICLES OF INCORPORATION
OF
THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

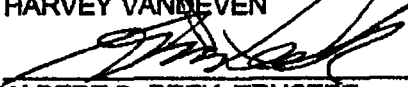
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers and incorporators of this Association, have executed these Articles of Incorporation this 31st day of March, 2005.



JOHN FABIAN, JR.



HARVEY VANDEVEN



ALBERT B. PEEK, TRUSTEE

ARTICLES OF INCORPORATION
OF

THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was sworn to and subscribed before me this 31st day of March, 2005, by JOHN FABIAN, JR., who is personally known to me.

Linda S. Fulford

Notary Public, State of Florida

Print Notary Name _____

My commission expires _____

Commission number _____



LINDA S. FULFORD

MY COMMISSION # DD 154625

EXPIRES: February 1, 2007

Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was sworn to and subscribed before me this 31 day of March, 2005, by HARVEY VANDEVEN, who is personally known to me.

Sherry M. Shaw

Notary Public, State of Florida

Print Notary Name _____

My commission expires _____

Commission number _____



Sherry M. Shaw

My Commission DD287798

Expires February 04, 2008

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was sworn to and subscribed before me this 31 day of March, 2005, by ALBERT B. PEEK, TRUSTEE, who is personally known to me.

Sherry M. Shaw

Notary Public, State of Florida

Print Notary Name _____

My commission expires _____

Commission number _____



Sherry M. Shaw

My Commission DD287798

Expires February 04, 2008

CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

John Fabian, Jr., whose address is 2631 SE 58th Avenue, Ocala, FL 34471, the initial registered agent named in the Articles of Incorporation to accept service of process of The Magnolias of Ocala Homeowners' Association, Inc., organized under the laws of the State of Florida hereby accepts such appointment as registered agent at the place designated in this certificate.

Dated this 31 day of March, 2005.



JOHN FABIAN, JR.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS
THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1.
Name and Location

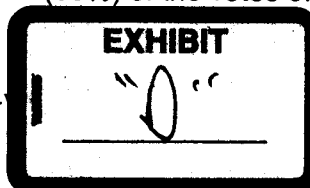
The name of the corporation is The Magnolias of Ocala Homeowners' Association, Inc. hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2631 SE 58th Avenue, Ocala, FL 34471, but meetings of members and Directors may be held at such places within the State of Florida, County of Marion, as may be designated by the Board of Directors.

ARTICLE 2.
Definitions

The "*Definitions*" contained in The Magnolia of Ocala Master Declaration of Covenants and Restrictions to which these Bylaws are attached as Exhibit B and recorded in the Public Records of Marion County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE 3.
Meetings of Members

- Section 3.1** **Annual Meeting.** The annual meeting of the members shall be held at least once each calendar year in the last three months of each calendar year on a date and at a time to be determined by the Board of Directors, for the purpose of electing the Board of Directors and transacting any other business as may be authorized by the members.
- Section 3.2** **Special Meetings.** Special meetings of the members may be called at any time by: (a) the President; (b) by the Board of Directors; or (c) upon written request of the members who are entitled to vote fifty-one percent of all the votes of the Association.
- Section 3.3** **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting (provided, however, in the case of an emergency, four days' notice will be deemed sufficient) to each member entitled to vote thereat, addressed to the members' address last appearing on the books for the Association, or supplied by such member to the Association for the purpose of notice. Unless otherwise notified in writing of a different address, each member's address shall be deemed to be the address appearing on the Marion County Property Appraiser's records at the time the notice is sent.
- Section 3.4** **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the Association shall constitute



**BYLAWS
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THE MAGNOLIA OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, and reschedule the meeting without notice other than announcement at the meeting, and at any such re-scheduled meeting a quorum shall consist of twenty five percent (25%) of the votes of the Association, and if at said re-scheduled meeting a quorum does not exist the Members present shall have the power to adjourn the meeting and re-schedule the meeting without notice other than an announcement of the meeting, as often as necessary until a quorum of twenty five percent (25%) shall be present or be represented.

- Section 3.5** **Proxies.** At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No individual who is not a member of the Board of Directors may collect more than five (5) proxies.
- Section 3.6** **Location.** Meetings shall be held at such place convenient to the Members as designated by the Board of Directors.
- Section 3.7** **Minutes.** The Association shall maintain minutes of each meeting of the membership and of the Board of Directors, and the minutes shall be kept available for inspection by any member during normal business hours.
- Section 3.8** **Decorum.** No officer, director or Owner attending any of said meetings will be permitted to use profanity at or during said meetings. No Owner will be permitted to abuse, discipline, reprimand, or harass any of the officers, directors, or employees of the Association verbally or otherwise. Complaints in writing will receive the immediate attention of the Board. Fines and assessments as published by the Declarants may be levied for a violation.

**ARTICLE 4.
Board of Directors; Selection; Term of Office**

- Section 4.1** **Number.** The affairs of the Association shall be managed by a Board of Directors consisting of not less than three nor more than eleven persons who need not be members of the Association. The first Board shall consist of three Directors. Upon the recording of a Plat for the second Neighborhood within The Magnolias the number of Directors shall be increased to five, and upon recording of each subsequent Plat for a Neighborhood within The Magnolias the number of Directors shall be increased by two for a maximum of eleven Directors.
- Section 4.2** **Term of Office.** The first election of Directors shall be held in the last 3 months of the year in which the Articles of Incorporation are filed with the Secretary of State.

**BYLAWS
OF
THE MAGNOLIA OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

If at the time of the first election there are three Directors pursuant to the preceding sub-paragraph, one Director shall be elected for a term of one year, one for a term of two years, and one for a term of three years. If at the time of such election there are five Directors pursuant to the preceding sub-paragraph, one shall be elected for a term of one year, two for a term of two years, and two for a term of three years. If at the time of such election there are seven Directors pursuant to the preceding sub-paragraph, two shall be elected for a term of one year, two for a term of two years, and three for a term of three years. If at the time of such election there are nine Directors pursuant to the preceding sub-paragraph, three shall be elected for a term of one year, three for a term of two years, and three for a term of three years. If at the time of such election there are eleven Directors pursuant to the preceding sub-paragraph, three shall be elected for a term of one year, four for a term of two years, and four for a term of three years. At each annual meeting thereafter the number of Directors equal to that of those whose terms have expired shall be elected for a three year term. At the expiration of any term, any Director may be re-elected subject to the Neighborhood residence requirement as set forth in the following sub-paragraph. The Directors shall be elected by the vote of a majority of the Members entitled to vote thereon at a meeting at which a quorum of the Members are present.

Notwithstanding anything contained herein, beginning with the first election of Directors, and at all times thereafter, there must be one Member of the Board of Directors owning a Lot in each Neighborhood for which a Neighborhood Declaration has then been recorded. If at the time of any election there is a Neighborhood not represented on the Board of Directors, the first opening at that election shall be filled by the candidate for the Board of Directors owning a Lot in that Neighborhood obtaining the highest number of votes cast by Owners of Lots within that Neighborhood, whether or not said candidate obtains the highest number of votes of all candidates. The Board of Directors shall adopt such election procedures as necessary to assure that at all times at least one Member owning a Lot in each Neighborhood is on the Board of Directors, including requirements for separate voting within Neighborhoods.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed.

At any time a Lot in the Subject Property is owned by a Declarant (or its specific assignee of the right granted herein) that Declarant shall be entitled to appoint one (1) member of the Board of Directors, the balance of the Board of Directors to be elected as noted above.

**BYLAWS
OF
THE MAGNOLIA OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

- Section 4.3** **Removal.** A Director, other than a Director named by the Declarants pursuant to Section 4.2, may be removed from the Board with or without cause, by a majority vote of the members of the Association entitled to vote or by the Declarants until such time as Declarant's right to vote is diminished from nine (9) votes per Lot to one (1) vote per Lot pursuant to Article 7 of the Articles of Incorporation. 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. Directors who resign may not be reinstated.
- Section 4.4** **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 duties.
- Section 4.5** **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE 5.
Nomination and Election of Directors**

The nomination and election of Directors shall be conducted as follows:

- Section 5.1** **Nomination.** Nomination for election to the Board of Directors may be made from the floor at the annual meeting, or by a nominating committee established by the Board of Directors in advance of the annual meeting. Any member may nominate himself for a position on the Board of Directors.
- Section 5.2** **Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
- Section 5.3** **Current Account Status.** All Directors and those Homeowners exercising a vote must maintain at all times a current account status with Association concerning all assessments and charges.

**ARTICLE 6.
Meeting of Directors**

- Section 6.1** **Regular Meetings.** Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed, from time to time, by resolution of the Board.

**BYLAWS
OF
THE MAGNOLIA OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

- Section 6.2** **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors after not less than three days' notice to each Director or by any Declarant.
- Section 6.3** **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- Section 6.4** **Notices.** Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. At such time as the Association has more than 100 Members, the Board may adopt reasonable alternatives to posting or mailing of notice for each Board meeting, including publication of notice or provision of as schedule of Board meetings.
- Section 6.5** **Vacancies.** Except as to vacancies occurring by removal of a Director by the members or removal of a Director by the Declarants under Section 4.2 of Article 4, vacancies on the Board of Directors occurring between annual meetings shall be filled by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the members. A vacancy caused by resignation or removal of a Director appointed by the Declarants shall be filled by the Declarants appointing a replacement.
- Section 6.6** **First Meeting.** The first meeting of the newly elected Board of Directors shall be held at such place as shall be fixed by the members at the meeting at which the Directors were elected, and no further notice of the first meeting shall be necessary.

**ARTICLE 7.
Powers and Duties of the Board of Directors**

- Section 7.1** **Powers.** The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association including, but not limited to, the following:
- 7.1.1** Adopt and publish rules and regulations governing the personal conduct of the members and their guests at meetings and to establish penalties and/or fines for the infraction thereof;
 - 7.1.2** Suspend the right to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied under the Declaration. Such rights may also be

**BYLAWS
OF
THE MAGNOLIA OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations;

7.1.3 Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

7.1.4 Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors.

Section 7.2 **Duties.** It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed including, but not limited to, the following:

7.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

7.2.2 Supervise all officers, and agents of this Association, and to see that their duties are properly performed;

7.2.3 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

**ARTICLE 8.
Officers and Their Duties**

Section 8.1 **Enumeration of Officers.** The officers of this Association shall be a President who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 8.3 **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve. An individual may serve consecutive terms without limit.

Section 8.4 **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

**BYLAWS
OF
THE MAGNOLIA OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board or by the Declarants. 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 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 8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board or by the Declarants. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple offices. The offices of President and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

Section 8.8 Duties. The duties of the officers are as follows:

8.8.1 *President.* The President shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign checks and promissory notes.

8.8.2 *Secretary.* The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

8.8.3 *Treasurer.* The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required by the Board of Directors or Declarants; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members (upon request). The Board of Directors may charge a reasonable fee for copies, unless prohibited by Florida law.

**BYLAWS
OF
THE MAGNOLIA OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 9.
Committees**

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

**ARTICLE 10.
Books and Records**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association during normal business hours, where copies may be purchased at reasonable cost.

**ARTICLE 11.
Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words:

**THE MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.,
A CORPORATION NOT FOR PROFIT, FLORIDA
2004**

**ARTICLE 12.
Amendments**

Section 12.1 Requirement. These By-Laws may be amended at a regular or special meeting of the members by a three-fourths majority vote of the votes then entitled to be cast or by the Declarants. Said amendments may be voted on at a meeting at which three-fourths of the votes entitled to then be cast are present or represented.

Section 12.2 Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**BYLAWS
OF
THE MAGNOLIA OF OCALA HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 13
Miscellaneous.**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned Secretary of the Association certifies that these Bylaws have been duly adopted by the Directors of the Association.

**THE MAGNOLIA OF OCALA HOMEOWNERS'
ASSOCIATION, INC.**

By: 
HARVEY VANDEVEN, Secretary

**STATE OF FLORIDA
COUNTY OF MARION**

I HEREBY CERTIFY that on this 14th day of 5, 2004, personally appeared before me HARVEY VANDEVEN to me personally known, and he acknowledged before me that he executed the foregoing Bylaws for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year above written.



Printed Name: _____
Notary Public State of Florida
My Commission Expires: _____

X Personal Knowledge
____ Identification Produced
Type of Identification _____

TIM HAINES
Notary Public, State of Florida
My comm. expires October 14, 2005
Comm. No. DD 46336

DATE: 10/25/2011 03:47:03 PM

FILE #: 2011099914 OR BK 05585 PGS 1845-1848

(Marion County)

RECORD: \$ 35.50

REC 35.50

This Instrument Prepared by and Return to:

Tim Haines/cs
 Gray, Ackerman & Haines, P.A.
 125 NE 1st Avenue, Suite 1
 Ocala, FL 34470

RECORD AND
 RETURN TO

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

AMENDMENT TO THE MAGNOLIAS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDMENT TO THE MAGNOLIAS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS is made and entered into as of the 20 day of October, 2011, by and between J & B DEVELOPERS, INC., A FLORIDA CORPORATION AND OSIG INVESTMENTS, INC., A FLORIDA CORPORATION, as the developers of the real property described in Exhibit "A" to The Magnolias Master Declaration of Covenants and Restrictions recorded in OR Book 4001, at Page 1695, Public Records of Marion County, Florida, and PEEK PROPERTIES, INC., A FLORIDA CORPORATION, as the developer of the real property described in Exhibit "B" to The Magnolias Master Declaration of Covenants and Restrictions recorded in OR Book 4001, at Page 1695, Public Records of Marion County, Florida, joined by ALBERT B. PEEK, INDIVIDUALLY AND AS TRUSTEE.

WITNESSETH:

WHEREAS, J&B Developers, Inc., a Florida corporation, OSIG Investments, Inc., a Florida corporation, and Peek Properties, Inc., a Florida corporation, are the "Declarants" pursuant to The Magnolias Master Declaration of Covenants and Restrictions recorded in OR Book 4001, at Page 1695, Public Records of Marion County, Florida (the "Master Declaration"); and

WHEREAS, pursuant to Section 3.3 of the Master Declaration the Declarants may withdraw any portions of the Subject Property (as defined in the Master Declaration) from the provisions and applicability of the Master Declaration subject to the requirement that any owner of any property so withdrawn provide their written consent to the same; and

WHEREAS, the Declarants have determined that the real property described in Exhibit "A" was inadvertently included within the definition of "Subject Property" in the Master Declaration, that the same was never intended to be a portion of the Subject Property, that the same has not been included within any plat of any portions of the Subject Property, or otherwise developed as a part of The Magnolias, as that term in defined in the Master Declaration, and, therefore, that the real property described in Exhibit "A" should be withdrawn from the lien, operation and effect of the Master Declaration; and

WHEREAS, Albert B. Peek, individually and as Trustee is the owner of the real property described in Exhibit "A" and has consented to, and by execution hereof does evidence his joinder and consent in the withdrawal of the real property described in Exhibit "A" from the lien, operation, and effect of the Master Declaration.

NOW, THEREFORE, with the intention they be legally bound, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties confirm and acknowledge that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.
2. **Withdrawal of Property.** By execution hereof the undersigned, as the Declarants under the Master Declaration and the owner of the real property described in Exhibit "A", hereby withdraw the real property described in Exhibit "A" from the lien, operation, and effect of the Master Declaration and confirm that the Master Declaration shall not hereafter encumber or effect the real property described in Exhibit "A" hereto.

IN WITNESS WHEREOF, the undersigned have set their hand and seal as of the date first above

**AMENDMENT TO THE MAGNOLIAS
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS**

written.

Signed and delivered in our presence as witnesses:

T.P. Cichella
Print Name: Tim P. Cichella

Kirk Boone
Print Name: Kirk Boone

Signed and delivered in our presence as witnesses:

T.P. Cichella
Print Name: Tim P. Cichella

Kirk Boone
Print Name: Kirk Boone

Signed and delivered in our presence as witnesses:

Kirk Boone
Print Name: Kirk Boone

T.P. Cichella
Print Name: Tim P. Cichella

Signed and delivered in our presence as witnesses:

Kirk Boone
Print Name: Kirk Boone

T.P. Cichella
Print Name: Tim P. Cichella

J & B DEVELOPERS, INC., A FLORIDA CORPORATION

By: [Signature]
Its: JOHN FABIAN, JR.
Vice President

OSIG INVESTMENTS, INC., A FLORIDA CORPORATION

By: [Signature]
Its: JOHN FABIAN, JR.
President

PEEK PROPERTIES, INC. A FLORIDA CORPORATION

By: [Signature]
Its: ALBERT B. PEEK
President

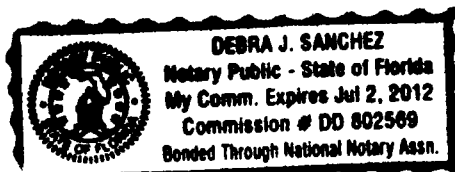
[Signature]
ALBERT B. PEEK, INDIVIDUALLY AND AS TRUSTEE

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing **AMENDMENT TO THE MAGNOLIAS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS** was acknowledged before me by **JOHN FABIAN, JR., VICE PRESIDENT OF J & B DEVELOPERS, INC., A FLORIDA CORPORATION**, who is,

☒ Personally known to me, OR
☐ Produced _____ as identification.

Dated: this 20th day of October, 2011.



Debra J Sanchez
Print Name: Debra J Sanchez
Notary Public, State of Florida
Commission Number DD 802509
Commission Expires 7/2/2012

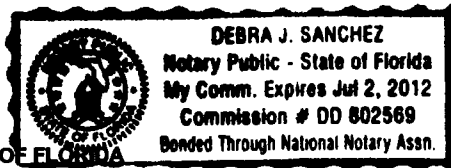
**AMENDMENT TO THE MAGNOLIAS
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA
COUNTY OF MARION

The foregoing **AMENDMENT TO THE MAGNOLIAS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS** was acknowledged before me by **JOHN FABIAN, JR., PRESIDENT OF OSIG INVESTMENTS, INC., A FLORIDA CORPORATION**, who is,

☒ Personally known to me, OR
Produced _____ as identification.

Dated: this 20th day of October, 2011.



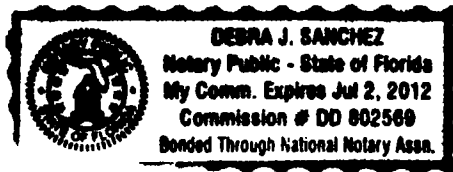
Print Name Debra J Sanchez
Notary Public, State of Florida
Commission Number DD 802569
Commission Expires 7/2/2012

STATE OF FLORIDA
COUNTY OF MARION

The foregoing **AMENDMENT TO THE MAGNOLIAS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS** was acknowledged before me by **ALBERT B. PEEK, PRESIDENT OF PEEK PROPERTIES, INC. A FLORIDA CORPORATION**, who is,

☒ Personally known to me, OR
Produced _____ as identification.

Dated: this 20th day of October, 2011.



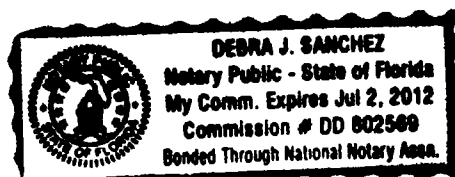
Print Name Debra J Sanchez
Notary Public, State of Florida
Commission Number DD 802569
Commission Expires 7/2/2012

STATE OF FLORIDA
COUNTY OF MARION

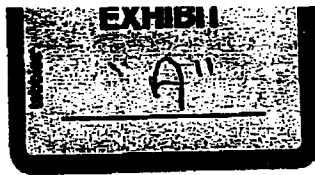
The foregoing **AMENDMENT TO THE MAGNOLIAS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS** was acknowledged before me by **ALBERT B. PEEK, INDIVIDUALLY AND AS TRUSTEE**, who is,

☒ Personally known to me, OR
Produced _____ as identification.

Dated: this 20th day of October, 2011.



Print Name Debra J Sanchez
Notary Public, State of Florida
Commission Number DD 802569
Commission Expires 7/2/2012



A PORTION OF LOTS 1, 2, 4, 5, 8, 9, 12 AND 13, BLOCK K OF MONTAGUE AS RECORDED IN PLAT BOOK E, PAGE 27 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL BEING IN THE EAST 1/2 OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.E. CORNER OF LOT 1, BLOCK K OF SAID MONTAGUE; THENCE S89°44'42"W ALONG THE NORTH BOUNDARY OF SAID BLOCK K, 182.31 FEET; THENCE DEPARTING SAID NORTH BOUNDARY S00°02'48"W, 80.85 FEET; THENCE S89°59'48"E, 82.29 FEET; THENCE S00°02'06"W, 350.88 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 464 (200 FEET WIDE); THENCE S55°24'28"E ALONG SAID RIGHT-OF-WAY LINE, 121.62 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF AFOREMENTIONED BLOCK K; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N00°01'28"E ALONG SAID EAST BOUNDARY, 681.30 FEET TO THE POINT OF BEGINNING.

AND:

A PORTION OF THE SE 1/4 OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF THE SE 1/4 OF SAID SECTION 26; THENCE S89°38'37"W ALONG THE SOUTH BOUNDARY OF SAID SE 1/4, A DISTANCE OF 439.88 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, PROCEED N00°21'23"W, 40.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.E. 38TH STREET (40 FEET WIDE) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N00°21'23"W, 10.00 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY BOUNDARY OF TRACT 'A', OF MAGNOLIA GROVE, AS RECORDED IN PLAT BOOK 8, PAGES 153 & 154, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N55°23'06"W ALONG SAID SOUTHWESTERLY BOUNDARY OF TRACT 'A', 1076.02 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 1/2 OF THE AFOREMENTIONED SE 1/4 OF SECTION 26; THENCE DEPARTING SAID SOUTHWESTERLY BOUNDARY OF TRACT 'A', PROCEED S00°00'41"E ALONG SAID WEST BOUNDARY OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 26, A DISTANCE OF 481.35 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 464 (200 FEET WIDE); THENCE DEPARTING SAID WEST BOUNDARY, PROCEED S55°24'29"E ALONG SAID RIGHT-OF-WAY LINE, 187.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5629.58 FEET AND A CENTRAL ANGLE OF 00°40'30"; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, 66.31 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF S.E. 38TH STREET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 464, PROCEED N89°38'37"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF S.E. 38TH STREET, 676.26 FEET TO THE POINT OF BEGINNING.

MAGNOLIAS OF OCALA HOMEOWNERS' ASSOCIATION, INC.'S

COVENANT ENFORCEMENT RESOLUTION AND POLICY

WHEREAS, the Magnolias of Ocala Homeowners' Association, Inc. ("Association") is the homeowners' association operating pursuant to its governing documents and Chapter 720, *Florida Statutes*, and governs The Magnolias pursuant to The Magnolias Master Declaration of Covenants and Restrictions recorded April 14, 2005, in Official Records Book 4001, at Page 1695, et seq., in the Public Records of Marion County, Florida ("Declaration") along with all Neighborhood Declarations within the Subject Property ("Neighborhood Declarations"; collectively the "Declarations"); and

WHEREAS, Sections 10.1 and 17.1 of the Declaration provides that the Association may enforce the provisions of the Declarations by any proceeding at law or equity against any person violating or attempting to violate any provision thereof; and

WHEREAS, the Association's Board of Directors ("Board") has the option of determining which procedure for enforcement of the Declarations is most effective and beneficial to the Association and its Members and Owners; and

NOW THEREFORE, the Board hereby adopts the following Resolution:

BE IT RESOLVED THAT, that from the date this resolution is signed, the Association shall follow the "Summary of Enforcement of Procedures" which is attached hereto and incorporated herein by reference as **Exhibit "A"**.

BE IT FURTHER RESOLVED THAT, the Association reserves all rights and remedies available to it under its governing documents or Florida law and nothing herein shall be deemed to be a waiver of any such rights.

ADOPTED this 1st day of MARCH, 2023.

The undersigned President and Secretary of the Association hereby certifies that at the Association's duly posted and noticed Board meeting at which a quorum of the Board was present, held on the 1st day of MARCH, 2023, at 6 p.m. at _____, Ocala, Florida, the foregoing resolution was approved by a majority vote of the Board in attendance at the meeting.

Signature: _____

Print: WILLIAM KEVIN BAREGAUD

As the President, of The Magnolias of Ocala Homeowners' Association, Inc.

Signature: _____

Print: VISAY PATEL

As the Secretary, of The Magnolias of Ocala Homeowners' Association, Inc.

Exhibit "A"

Summary of Enforcement Procedures

INSPECTION AND VERIFICATION

The Magnolias of Ocala Homeowners' Association, Inc. (the "Association"), through its Board of Directors ("Board") and Community Association Manager ("CAM") will perform routine inspections of the community to identify and determine violations of The Magnolias Master Declaration of Covenants and Restrictions recorded April 14, 2005, in Official Records Book 4001, at Page 1695, et seq., in the Public Records of Marion County, Florida ("Declaration"; the definitions used in the Declaration are incorporated and used herein), along with all Neighborhood Declarations within the Subject Property as defined in the Declaration ("Neighborhood Declarations"), and any Rules and Regulations adopted and promulgated by the Board ("Rules"; Declaration, Neighborhood Declarations, and Rules collectively referred to hereinafter as the "Governing Documents").

In addition to the aforesaid routine inspections, the Association, through its Board, the CAM and/or any other authorized agent of the Association shall inspect and verify any report(s) of violation(s) of the Governing Documents coming from any Members and Owners. Inspections, routine checks, and verification of a report(s), can be done from the Common Areas, including the Alleys, streets, roadways, and/or sidewalks within The Magnolias, or from a Lot if invited by the Owner of a respective adjacent Lot.

The notice requirement for violations pursuant to the Association's Covenant Enforcement Resolution and Policy do not apply to enforcement by towing, and the Association's failure to comply with the notice requirements herein shall not affect the enforcement of the violation(s) and/or provide an Owner(s) with a defense to the enforcement of the violation(s). Owners and Members are responsible as if they committed the same themselves for any violations of the Governing Documents committed by their families, family friends, occupants, tenants, guests, invitees, vendors, and agents.

NOTIFICATION OF VIOLATION(S):

*****First Notice.** In the event of a confirmed violation of the Governing Documents, the Association may provide a courtesy notice ("Friendly Reminder") providing twenty (20) days to cure the violation and/or bring a Lot(s) into compliance or provide an action plan accepted by the Association to resolve the violation.

*****Second Notice.** If the violation is not cured and/or suspended pending an acceptable action plan within the period specified in the Friendly Reminder, the Association may issue a second notice ("Second Notice") providing twenty (20) days to cure the violation and/or bring a Lot(s) into compliance or provide an action plan accepted by the Association to resolve the violation.

*****Final Notice.** If the violation is not cured and/or suspended pending an acceptable action plan within the period specified in the Second Notice, the Association may issue a final notice (“Final Notice”) providing fourteen (14) days to cure the violation and/or bring a Lot(s) into compliance or provide an action plan accepted by the Association to resolve the violation, after which time the matter may be assigned to the Association’s legal counsel for further action.

****The Association has discretion to suspend the notice process if a realistic resolution to a violation is deemed forthcoming. An Owner(s) shall receive upon request a verification in writing if the violation(s) is cured, otherwise an Owner(s) should not assume a violation(s) was resolved. Further, the Association shall have within its sole discretion the option of sending the First Notice, Section Notice and/or Final Notice to an Owner(s) depending on the fact pattern surrounding the violation(s), especially as it related to sending any of the same notices again for any similar repeat violation(s) by an Owner(s).*

Each of the notices may contain:

- A description and/or picture of the violation(s);
- Identification of the violating Lot(s) and/or Owner(s) or Member(s); and
- The curative action(s) that must be performed by the Owner(s) and/or to be performed on the Lot and/or Common Areas to cure the violation(s).

ATTORNEY ENFORCEMENT

If the violation(s) is not cured and/or suspended pending an acceptable action plan (14) days after the Final Notice is mailed, or at any time within the sole discretion of the Association, the Association may forward the matter to its legal counsel. The Association’s legal counsel may then initiate enforcement actions which may include additional notices or warnings, pre-suit mediation and, if necessary, a lawsuit seeking injunctive relief and/or monetary damages. The Association’s legal counsel shall be permitted to seek its attorney’s fees and costs from an Owner(s), and/or other appropriate parties, in connection with the violation(s) of the Governing Documents at all stages of enforcement.

The Board contemplates for the above procedure(s) to be followed for most violations of the Governing Documents, but the Board recognizes that certain violations, either based on the egregiousness of the violation or the threat the violation poses to the safety and welfare of the Association and/or its Owners, Members, and/or Common Areas, may require the Association to deviate from the procedure(s) above and forward the matter directly to the Association’s attorney for legal action by providing no notice or less than the three (3) notices above before sending such violation(s) to the Association’s legal counsel. Additionally, based on the specific nature of the violation(s) and whether any notices are provided before sending such violation(s) to the Association’s legal counsel, the Board may direct legal counsel to immediately file a lawsuit without providing any further notice and/or pre-suit mediation. Further, based on the specific nature of the violation, the Board may determine it is in the best interest of the Association to exercise its self-help rights and assess a Owner(s) for the cost of any such efforts, and thereafter to pursue collections against the Owner(s) and/or Lot(s) as needed.

Any such deviations in this policy and/or the related procedure(s) shall not constitute a waiver of the Association's enforcement rights or be considered selective enforcement of this policy. This policy and its timeframes are intended to be a guideline and all actions are subject to administrative and processing delays. However, any deviation from this policy shall not constitute a waiver of any rights or remedies of the Association.

STATUTORY OFFER FOR PARTICIPATION IN PRE-SUIT MEDIATION:

If a violation(s) persists despite any of the foregoing steps being taken by the Association and/or the Owner(s) has not otherwise made arrangements with the Association to cure the violation(s), the Association may send correspondence offering to participate in pre-suit mediation to the Owner(s), and/or other appropriate parties pursuant to *Fla. Stat.*, Section 720.311 prior to the initiation of filing a lawsuit. The Owner(s) must respond to the Statutory Offer for Participation in Pre-Suit Mediation within twenty (20) days of it being sent as set forth therein. If the Owner(s) elects to participate in pre-suit mediation, such mediation must occur within ninety (90) days of the correspondence being sent unless the Association and Owner(s) agree in writing to a later date. The Association shall not be required to issue the Statutory Offer for Participation in Pre-Suit Mediation and this decision is within the Board's sole discretion, but pre-suit mediation is favored since a party that does not attend pre-suit mediation (unless the other party(s) is unwilling to attend after receiving proper notice) is not entitled to its attorney's fees and costs if it is the prevailing party to the lawsuit.

PRE-SUIT MEDIATION:

Pre-suit mediation consists of meeting between the Association, its legal counsel, the Owner(s) and/or other appropriate parties, and a mediator. An Owner(s) may have an attorney accompany them if they so choose. The purpose of the mediation is to find a workable solution that both parties can agree to. In the event a resolution is reached a signed settlement agreement may be entered into by both parties to memorialize the agreement, which agreement shall require approval of the Board.

The Magnolias of Ocala

Architectural Review Guidelines

Revised 02/ 2021

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Supplements:

- 1. Request for Tree Removal Application**
- 2. Fence Supplement to The Magnolias of Ocala Homeowner's Association ARB Submission Form**
- 3. Home Mid-point Sample Designs for fence installation**
- 4. Supplement to Paint Colors**

Authority and Purpose of the ARB

The Magnolias Master Declaration of Covenants and Restriction Article 9 sets forth the authority and responsibilities of the ARB related to the review and approval of all new home construction, additions/renovations to existing homes and of any alterations & visible changes to the exterior of the properties. No work shall commence on the subject property prior to the ARB approval in writing.

The purpose of the ARB Guidelines is to familiarize the Magnolias of Ocala HOA homeowners with the objectives, scope and application of design standards and guidelines used to maintain the architectural character, style and aesthetic appearance of the Magnolias homes exteriors and preserve property values. The Guidelines provides specific design standards that have been approved by The Magnolias of Ocala HOA Board of Directors. The ARB recognizes that there is the potential for disagreement by homeowners with some decisions, but the ARB will be fair, reasonable and consistent with all decisions made keeping in mind the standards of each specific Community. Each Community has different Covenants and Deed Restrictions which will enter into ARB decisions. In all cases the Covenants and Restrictions of each Magnolias Community will be enforced. Any approved submittals by the ARB does not remove the sole responsibility of the homeowner to comply with all City of Ocala Zoning & Building Codes.

ARB Submittal Review

- Prior to any work being done on the subject property, the owner is responsible for providing to the ARB the submittal application form with the pertinent information fully describing any and all changes, improvements to the property exterior.
- All contractors constructing a home for the homeowner must be an Approved Builder per Section 10.5 of Master Declarations.
- The submittal information must be delivered to the Community Manager prior to 5 o'clock PM on the 3rd Tuesday of each month for it to be reviewed at the ARB regular monthly meeting on the 3rd Wednesday of each month. Submission may be by electronic file or paper copy.
- The ARB is required to approve or disapprove a properly completed submittal within 30 days of receipt. However, the 30-day period will only commence if the submittal is complete.
- A written notice of the ARB decision to approve or disapprove the submittal will be sent to homeowner by the Community Manager.
- In the event of a material deviation from the ARB-approved submittal in the completed improvements, such improvements shall be in violation of Master Declarations Article 9.6 to the same extent as if it were constructed without prior approval of the ARB. The HOA, ARB or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming elements, and if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.
- All contractors must be licensed where required by law and insured. Proof of license and insurance is required with each ARB Submittal.

New Home Construction

Required documents for new home construction and existing home additions:

1. Building Plans to scale:
Floor Plan - square footage of heated & cooled area meeting minimums, room sizes, window sizes, exterior door sizes, garage location/orientation
Elevations Plan - wall height, exterior wall finishes, roof pitch, roofing material, fascia size, window size, style, glass type.
Electrical Plan - exterior lighting.
2. Site Plan to scale – locate street, property line dimensions, locate improvements with setback dimensions, driveways, walks, pools, patios, porch type, fences, satellite dish, trash can locations, AC unit, water wells, electric service type, exterior storage tanks, fire pits, fountains, playground equipment, exterior lighting, storage out-buildings, changes in natural topography.
3. Landscape Plan – plant type & size, mulch bed type & locations, sod type, irrigation.
4. Tree Plan – showing existing trees 4" & larger, location, type, diameter size, indicate trees being removed.
5. Exterior Materials Type & Color (color samples required) – paint (walls, gables, trim, doors), soffit/fascia, roof material, stucco, brick, stone, siding, photos of exterior light fixtures.

- Living Area Square Footage minimum:

Manor 2368 SF	Pointe 1800 SF	Villas 1400 Sf
Grove 2100 SF	Forest 1800 SF	
Ridge 1800 SF	Park 1800 SF	

- Setback minimum:

Manor	front 30'	rear 25'	sides 12'
Grove	front 20'	rear 20'	sides 8'
Ridge	front 28'	rear 25'	sides 10'
Pointe	front 20'	rear 20'	sides 8'
Forest	front 20'	rear 20'	sides 8'
Park	front 20'	rear 20'	sides 8'
Villas	front 15'	rear 10'	sides 8'

- Roof Slope minimum:

Manor 6 in 12	Pointe 6 in 12 ?	Villas 7 in 12
Grove 6 in 12	Forest 6 in 12 ?	
Ridge 6 in 12	Park 8 in 12	

- Fascia & Roof Shingle minimum:

ALL Communities	6" Fascia	Architectural Dimensional Shingles
-----------------	-----------	------------------------------------

New Home Construction – cont.

- Wall Height minimum:

Manor 9'- 4"	Pointe 8'- 0"	Villas 10'- 0"
Grove 8'- 0"	Forest 8'- 0"	
Ridge 8'- 0"	Park 10'- 0" 1 st Flr	

- Garage Orientation and minimal stalls required:

Manor 2-car side-load only	Pointe 2-car front load OK	Villas 2-car front load OK
Grove 2-car side-load only	Forest 2-car front load OK	
Ridge 2-car front load OK	Park 2-car rear alley	

- Sod – Fully sodded lot & Street Tree required:

Manor	St Augustine, Centipede - lot fully sodded	3" Live Oak street tree
Grove	St Augustine - lot fully sodded	no tree required
Ridge	St Augustine, Centipede - lot fully sodded	3" Live Oak street tree
Pointe	St Augustine, Centipede - Bahia lot fully sodded	no tree required
Forest	St Augustine, Centipede - Bahia lot fully sodded	no tree required
Park	St Augustine, Centipede - lot fully sodded	Magnolia street tree
Villas	St Augustine, Centipede - lot fully sodded	Magnolia street tree

Porches & Home Additions

- Porches & additions to homes shall be constructed of the same materials as the home, with sloped roof, Architectural shingles matching house, wall finish & color matching house.
- Porches may be screened with charcoal colored screening, or not screened.
- Metal structure style porched are prohibited.

Tree Removal

- No tree may be removed without the approval of the ARB and City of Ocala permit.
- Trees are desirable and enhance the appearance of the Communities.
- Some Communities Covenants require a Street Tree located in the front yard.
- Additional "Application for Tree Removal" form must be submitted along with the standard ARB Submittal paperwork.

Landscaping / Irrigation

- Landscape Drawing to scale required showing all proposed plant mulch bed locations, spacing, specie, size, mulch type, irrigation, grass type.
- Landscape plants are required at home sidewalls.
- All homes require fully sodded yards including area between street curb and street sidewalk.
- All homes landscaping & grass require 100% in-ground irrigation with timer control.

Landscaping / Irrigation - cont.

- Irrigation wells are allowed but must be in the rear yard and concealed by either plantings or fence.
- All tanks, AC units, pool equipment must be concealed from view by plants or fence.
- Street trees required at the Manor, Ridge, Park, Villas.
- Planting beds require Cypress mulch, Pine bark. Mulch area may not exceed 25% of front yard.
- Rock yards are not permitted. Small Rock at planting beds are permitted. Style & color must be ARB approved.
- Replacing dead plants with the same type does not require ARB approval.
- Concrete curbing at the landscape beds is permitted. Style & color must be ARB approved.
- Vegetable gardens are allowed in rear yard only

Driveways & Sidewalks

- Drawing showing dimensions & location of new driveway or driveway addition, sidewalks distance from front of home required for ARB approval.
- Approved driveway materials are concrete, brick, concrete pavers. Colors require ARB approval.
- Asphalt, mulch, pine bark or patio stones driveways or sidewalks are prohibited.
- Painted/stained driveways color requires ARB approval.
- Street sidewalks indicated on the community plat are required. The cost of sidewalk construction is the responsibility of the homeowner, maintenance by HOA. Street sidewalks must be installed no later than the time of landscaping. All landscape submittal for new construction must show designated street sidewalk if required by plat.
- Minimum width of driveway for front entry garage shall be the garage door width.
- Minimum width of driveway for side entry garage shall be 12'.

Fencing

- Approved fence types are vinyl, wrought iron/aluminum, or block/stucco painted to match house.
- Maximum fence height allowed is 6'.
- Chain link, barbed wire, chicken wire, hog wire or similar styles and wooded fences are prohibited.
- Existing wood fences shall be changed to vinyl when replaced.
- Perimeter fencing must match style & color of adjacent existing fences.
- Fences shall be confined to the defined rear yard as per each neighborhood's Covenants and Restrictions and no closer to the house front than the mid-point of the house sidewall. (see sample home designs showing defined mid-point). In no case may a fence be closer than 5-feet from the leading corner on any side.
- Fences that are added after the irrigation system has been installed, may need adjustment to the irrigation head locations to provide adequate water coverage for lawn.

Fencing – cont.

- Plant hedges may act as a fence and must be kept trimmed with maximum height of 6’.
- All requests for the installation of a fence must follow the Supplemental Guidelines for Fence Installation and must have a site plan following the sample mid-point of home designs for the homeowner’s home. Actual drawings of homeowner’s home plans are available on the Marion County Tax Assessor site: www.pa.marion.fl.us/PropertySearch.aspx
- All fences must be always kept in a good state of repair and clean. Grass and weeds should be trimmed around all sides of fences.

Pools

- A Site Plan drawing showing pool dimensions, pool location, distance from house, location of pool equipment, screen enclosure elevation, is required.
- Swimming pools shall be in-ground. Above ground pools are prohibited.
- Pools shall conform to City of Ocala building codes & required zoning setback dimensions.
- Pools shall be located in the rear yard, with exception of the Park locate in the side yard.
- Pool equipment shall be concealed from front view, located in the rear yard or shielded from view with fencing or landscape plants.

Accessory Structures

- No portable, storage, accessory building, shed, tent or structure shall be constructed or placed upon any lot without ARB approval.
- Metal or plastic out-buildings are prohibited.
- A maximum of one (1) storage shed is allowed located in the rear yard and shall be a maximum 352 SF (16’ x 22’). In no case may the shed be wider than 16’ and no longer than 22’.
- Outbuildings shall have finishes & colors to match house, shingles & wall paint color.
- Outbuildings shall conform to City of Ocala building codes, required zoning setback dimensions.
- POD temporary moving storage units may be placed in the driveway for no more than 45 days.

Exterior Painting

- Repainting, even the same color, shall require ARB submittal & approval.
- Paint color swatches for walls, wall trim, shutters, doors, Garage door, gables, porch columns & railing, shall be submitted for ARB approval. Use of the “Supplement to Home Painting Request” form must be submitted with each request.
- Paint color swatches for walls, wall trim, shutters, doors, Garage door, gables, porch columns & railing, shall be submitted for ARB approval. Use of the “Supplement to Home Painting Request” form must be submitted with each request.
- Paint color swatches for walls, wall trim, shutters, doors, Garage door, gables, porch columns & railing, shall be submitted for ARB approval. Use of the “Supplement to Home Painting Request” form must be submitted with each request.

As all situations cannot be foretold, the ARB has the authority to request additional information to assure the conformity and proper application of any alterations and to assure the protection of all homeowner's property values.

Any homeowner may call upon the ARB for guidance if they have questions regarding community standards and/or submittal procedures.

Supplement to Home Painting Requests to the Magnolias of Ocala ARB

**Primary Home
Color**

**Trim and Fascia
Color**

Front Door Color

**Window Trim
Color**

Accent Color

Garage Door Color

Homeowner_____

Address _____

Neighborhood_____

**Approximate date work is to be
done**_____.

Other

WILL CALL
DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 05/16/2005 01:36:56 PM
FILE #: 2005080225 OR BK 04033 PGS 1444-1460

RECORDING FEES 146.00

Declaration of Covenants and Restrictions for Magnolia Park

Prepared By

**Gray, Ackerman & Haines, P.A.
125 NE 1st Avenue, Suite 1
Ocala, Florida 34470**

Draft Date: May 16, 2005

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RECORD: \$ _____

Return to:

Tim Haines
125 NE 1st Avenue, #1
Ocala, FL 34470

This Instrument Prepared by:

Tim Haines
Gray, Ackerman & Haines, P.A.
125 NE 1st Avenue, #1
Ocala, FL 34470

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MAGNOLIA PARK**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MAGNOLIA PARK (hereinafter referred to as the "*Declaration*") is made on the date hereinafter set forth by **J & B DEVELOPERS, INC., A FLORIDA CORPORATION and OSIG INVESTMENTS, INC., A FLORIDA CORPORATION** (hereinafter collectively referred to as "*Declarant*").

W I T N E S S E T H:

WHEREAS, Declarant, along with Peek Properties, Inc. are the Declarants with regard to certain real property located in Marion County, Florida, which is intended to be developed as a residential subdivision identified as *THE MAGNOLIAS*, subject to the terms and conditions of that certain The Magnolias Master Declaration of Covenants and Restrictions recorded in OR Book 4001 at Page 1695, Public Records of Marion County, Florida (hereinafter the "*Master Declaration*"); and

WHEREAS, Declarant is the sole owner in fee simple of a portion of the real property encumbered by the Master Declaration, which is intended to be a Neighborhood, as that term is defined in the Master Declaration, and which has been platted as *MAGNOLIA PARK* as per plat thereof recorded in Plat Book 8 at Pages 165 - 166, Public Records of Marion County, Florida (the real property which is the subject matter of said plat hereinafter referred to as the "*Property*"); and

WHEREAS, Declarant desires to provide for the preservation of the values in the Property and for maintenance of certain exterior areas, open space, green belt areas, and common facilities in the Property sometimes referred to herein as *MAGNOLIA PARK* and designated by this Declaration and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, Declarant intends and hereby declares that the Property shall be a "*Neighborhood*" as that term is defined in the Master Declaration and this Declaration shall constitute a "*Neighborhood Declaration*" as that term is defined therein.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1.

DEFINITIONS

For purposes of this Declaration any capitalized terms not specifically defined herein shall have the meaning set forth in the Master Declaration. The following terms shall have the following meanings:

Section 1.1 "***Alleys***" shall mean the private roads or driveways depicted on the face of the Plat and serving multiple Lots, the same to be located in the 20' Ingress/Egress & Utility Easement

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MAGNOLIA PARK

depicted on the face of the Plat along the rear of each Lot and along one side of Lots 1, 5, 6, 10, 11, 16, 17, 22, 23, 31, 32, 36, 37, 40, 43, 44, 48, 49, 54, 55, 60, and 61, Block "A", and Lots 5 and 14, Block "B".

Section 1.2 **"City"** shall mean the City of Ocala, Florida.

Section 1.3 **"County"** shall mean Marion County, Florida.

Section 1.4 **"Declarant"** shall mean J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation, collectively, or their assigns as evidenced by an assignment of the right to act as Declarant hereunder recorded in the Public Records of Marion County, Florida. Without limiting the foregoing, J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation shall be, with regard to the Neighborhood which is the subject matter of this Neighborhood Declaration, the Declarant under the Master Declaration and any and all rights, duties, powers and obligations of the Declarants or a Declarant under the Master Declaration shall be held by, and exercised by, J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation, collectively, or their assigns.

Section 1.5 **"Declaration"** shall mean and refer to this Declaration of Covenants and Restrictions for Magnolia Park and any amendments and supplements thereto.

Section 1.6 **"Front Yard"** shall mean the portion of each Lot described by drawing a line through the centerpoint of any Residence constructed on the Lot, which line runs parallel to the private road or private road right of way (not the Alley) adjacent to the Lot. The Front Yard shall be the portion of the Lot on the side of the line so drawn lying nearest the private road or private road right-of-way. The Front Yard of Lots situated on the corner of multiple private roads or private road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

Section 1.7 **"Master Association"** shall mean and refer to The Magnolias Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns, as created by the Master Declaration.

Section 1.8 **"Master Declaration"** shall mean and refer to The Magnolias Master Declaration of Covenants and Restrictions dated April 14, 2005, and recorded in Official Records Book 4001 at Page 1695 of the Pubic Records of Marion County, Florida, as the same may have been previously amended or supplemented, or may later be amended or supplemented, subject to the extension of said Master Declaration to the Property.

Section 1.9 **"Plat"** shall mean and refer to the subdivision plat of *Magnolia Park*, as recorded in Plat Book 8 at Pages 165 - 166 of the Public Records of Marion County, Florida.

Section 1.10 **"Property"** shall mean and refer to the real property platted as *Magnolia Park*, as per plat thereof recorded in Plat Book 8, at Pages 165 - 166 Public Records of Marion County, Florida, more particularly described in the attached Exhibit "A".

Section 1.11 **"Rear Yard"** shall mean the portion of each Lot described by drawing a line through the centerpoint of any Residence constructed on the Lot, which line runs parallel to the private road or private road right of way (not the Alley) adjacent to the Lot. The Rear Yard shall be the portion of the Lot on the side of the line so drawn lying furthest from the pubic road or private road right of way. The Rear Yard of Lots situated on the corner of multiple private roads or private road right of ways shall be the portion of the Lot lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

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Section 1.12 **"Side Yard" or "Side Yards"** shall mean the portions of each Lot described by drawing a line through the point of the Residence which extends the furthest into the Front Yard, which line runs parallel to the private road or private road right-of-way (not the Alley) adjacent to the Lot, and by drawing a line through the point of the Residence that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard or Side Yards shall be all portions of the Lot, exclusive of the Residence, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard of Side Yards as defined herein, the determination of the ARB shall be controlling and final.

Section 1.13 **"Sidewalk"** shall mean any pedestrian walkway constructed of concrete, asphalt, brick or decorative pavers on a Lot substantially adjacent, and substantially parallel to, a road right-of-way. For purposes hereof "Sidewalk" shall not include any pedestrian walkway leading to or from an entrance to a Residence.

ARTICLE 2.
IDENTITY OF DECLARANT

By acceptance of a deed to any portion of the Property each Owner acknowledges that J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation, shall be the Declarant under this Declaration, and, with regard to the Property under the Master Declaration, and shall have and exercise all of the rights, duties, and obligations of the Declarants or any Declarant set forth in the Master Declaration with regard to the Property. The rights of J&B Developers, Inc., a Florida corporation and OSIG Investments, Inc., a Florida corporation, as Declarant under this Declaration, and with regard to the Property under the Master Declaration, are assignable as set forth in this Declaration and the Master Declaration.

ARTICLE 3.
PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

Section 3.1 **The Property.** The Property which is and shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is located in Marion County, Florida, is contained within the Plat. The Property shall be deemed a "Neighborhood" as that term is defined in the Master Declaration.

Section 3.2 **Annexation.** Additional land within the Subject Property encumbered by the Master Declaration, as it may from time to time exist, may be annexed to the Property by the Declarant without the consent of the Owners provided that if any Mortgage encumbering any Lot is guaranteed or insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), then consent of the FHA and/or the VA to such annexation must be obtained. Upon annexation of said additional land, the Owners of Lots within the land so annexed for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of the Master Declaration. The Owners of the Lots shall be subject to its rules, regulations, Articles and Bylaws in the same manner and with the same effect as the original Owners. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

ARTICLE 4.
EASEMENTS

In addition to any easements set forth in the Master Declaration, the Declarant hereby reserves the following easements:

Section 4.1 **Sidewalk Easement.** There is hereby reserved in favor of the Declarant and the Association, and each Owner within the Property, an easement over, upon, and across any

DECLARATION OF COVENANTS AND RESTRICTIONS
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Sidewalk constructed upon any Lot, as contemplated by Section 8.7, for pedestrian usage. There is further reserved in favor of the Declarant and the Association an easement over, upon, and across such Sidewalk, as well as any portion of a Lot lying between said Sidewalk and the adjacent road right-of-way, or otherwise within five feet (5') of the Sidewalk, for ingress and egress to the Sidewalk for purposes of maintaining, repairing and replacing the same. The easement created hereunder and the improvements thereto, shall be deemed a Limited Common Area and the cost and expense of repairing, maintaining and replacing any such improvements shall constitute a Limited Common Expense.

Section 4.2 **Alley Easement.** There is hereby reserved in favor of the Declarant and the Association, and each owner within the Property, an easement over, upon, and across the Alleys for utilities and pedestrian and vehicular traffic. There is further reserved in favor of the Declarant and the Association an easement over, upon, and across such Alleys as well as any portions of a Lot lying adjacent and with ten feet (10') thereof, for ingress and egress to the Alleys for purposes of maintaining, repairing, and replacing the same. The easement created hereunder and the improvements thereto shall be deemed a Limited Common Area and the cost and expense of repairing, maintaining, or replacing any such improvements shall constitute a Limited Common Expense.

ARTICLE 5.
MASTER COMMON AREAS

The Master Common Areas within the Property shall, initially, consist of all portions of Tract "A" lying within thirty feet (30') of the east right-of-way line of SE 46th Court. Declarant reserves the right, however, to declare any additional portions of the Limited Common Areas within the Property to be Master Common Areas by recording of a supplement to this Declaration in the Public Records of Marion County, Florida, identifying those portions of the Limited Common Areas within the Property which shall thereafter be Master Common Areas.

ARTICLE 6.
LIMITED COMMON AREAS

The Limited Common Areas shall, initially, consist of all private road rights-of-way within the Property, depicted on the face of the Plat, all portions of Tract "A" less and except those portions of Tract "A" lying within thirty feet (30') of the east right-of-way line of SE 46th Court, any Gate, Park No. 1, Park No. 2, Park No. 3, and Park No. 4, and the Alleys. Limited Common Areas shall also include the Sidewalk Easement set forth in Section 4.1 above, and any improvements thereto. In any dispute as to what constitutes Limited Common Areas the determination of the Declarant shall be controlling. Declarant reserves the right, however, to declare any additional portions of the Master Common Areas within the Property to be Limited Common Areas by the recording of a supplement to this Declaration in the Public Records of Marion County, Florida, identifying those portions of the Master Common Areas within the Property which shall thereafter be Limited Common Areas.

ARTICLE 7.
ARCHITECTURAL REVIEW

Section 7.1 **Generally.** No buildings, fence, wall, outbuilding, landscaping or other structure or improvement of any kind or nature shall be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ARB, as more particularly set forth in the Master Declaration.

ARTICLE 8.
USE RESTRICTIONS

Section 8.1 **Development Review Board/Master Declaration.** In addition to the use restrictions set forth herein construction, occupation and use of each Lot subject to this Declaration is subject to the provisions of the Master Declaration including, but not limited to, the

DECLARATION OF COVENANTS AND RESTRICTIONS
for
MAGNOLIA PARK

restrictions, rules, and regulations set forth in Article 8 thereof and the development, review and general powers of the ARB set forth in Article 7 thereof.

- Section 8.2** **Use Restrictions.** The use restrictions contained in this Article shall apply uniformly to all Lots and Residences on the Property, except as expressly provided herein.
- Section 8.3** **Approved Builder.** The ARB will approve no plans for the construction of a Residence unless the same is constructed by an "Approved Builder". "Approved Builder" means a licensed contractor in the State of Florida who has been pre-approved by the Declarant. The qualification of a contractor as an Approved Builder does not constitute an endorsement of that contractor by the ARB or the Declarant. If the Declarant determines, in its sole discretion, that an Approved Builder has failed to comply with the requirements of this Declaration or other requirements established by the Declarant, the Declarant may revoke the Approved Builder's status as an Approved Builder. Initially the sole Approved Builder shall be Fabian Construction, Inc., a Florida corporation. The Declarant may designate additional Approved Builders but is not obligated to do so and each Owner acknowledges that it is the initial intention of the Declarant to limit construction of all Residences to Fabian Construction, Inc.
- Section 8.4** **Minimum Square Footage.** A Residence shall contain at least 1,800 square feet of living space. Living space shall mean heated and cooled space under roof exclusive of garages whether attached and heated or cooled. Living space is exclusive of porches, decks, pools, breezeways, basements, attics, and accessory structures.
- Section 8.5** **Setback.** All Residences shall be setback at least eight feet (8') from each Side Lot Line and twenty feet (20') from each Front Lot Line, and twenty feet (20') from each Rear Lot Line.
- Section 8.6** **Required Architectural Features.** Each Residence within Magnolia Park must have an open front or side porch approved by the ARB, a front sidewalk extending from the approved front or side porch to the road right-of-way (not the Alley) adjacent to the Front Yard, a minimum roof pitch of 8/12, a minimum fascia width of six inches (6"), a minimum first floor wall height of ten feet (10'), and the front exterior must be covered with approved siding, stone, brick, or textured masonry. Each Residence will have a garage designed to hold at least two vehicles, which will be accessed by a driveway from the Alley adjacent to the rear of the Lot.
- Section 8.7** **Required Sidewalks.** The ARB may require any Owner, in conjunction with construction of a Residence on that Owner's Lot, to construct a Sidewalk thereon in a location designated by the ARB. Each such Owner shall be responsible for the initial cost and expense of constructing a Sidewalk required by the ARB on that Owner's Lot. Thereafter the cost and expense of maintaining, repairing and replacing any such Sidewalk shall be a Limited Common Expense included within the Annual Limited Common Areas Assessment for the Property.
- Section 8.8** **No Temporary or Accessory Structures.** No portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the ARB; provided, however that this prohibition shall not apply to temporary construction offices, storage buildings, or shelters used by the Declarant or by an Approved Builder during the construction of any Residence or other improvements to the Property.
- Section 8.9** **Livestock and Animal Restrictions.** No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Lot or in any Residence; provided, however, that dogs, cats, birds, fish, and other common domesticated pets may be raised and kept if such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot

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except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners, nor will any odors associated with said pet be allowed to be discernible outside the Residence.

Section 8.10 **Restrictions on Walls, Fences or Hedges.** No wall, fence or hedge shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type and location thereof have been approved by the ARB in accordance with Article 7 and Section 8.1 hereof. No wall or fence may be painted or altered in appearance from the appearance approved by the ARB without subsequent ARB approval. No chainlink, barbed wire, hog wire, chicken wire, or similar fencing shall be permitted. No fence or hedge shall be allowed to exceed the height of six feet (6') on any Lot, with the exception of hedges immediately adjacent to the Residence, and all hedges must be neatly trimmed.

Section 8.11 **Waste Water Restrictions.** No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Lot.

Section 8.12 **Garages.** Each Residence shall have an garage designed for storage of at least two (2) automobiles, entry of which shall be from the Alley adjacent to the rear of the Lot. In order to maintain a harmonious and aesthetic appearance, the garage doors shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 8.13 **Insect and Fire Control and Trash Removal.** In order to implement effective insect, reptile and fire control, the Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Residence without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this Section shall constitute a Special Assessment against the Owner of the Lot or Residence and shall in every respect constitute a lien on the Lot or Residence as would any other assessment by the Association. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken with ten (10) days the Association will exercise its right to enter the Property pursuant to this Section.

Section 8.14 **Clothes Lines.** No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Lot.

Section 8.15 **Exterior Antennas, etc.** No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or Residence thereon, except that satellite dishes of less than twenty-four (24") inches in diameter may be installed on Residences if approved, including as to location, by the ARB.

Section 8.16 **Exterior Paint.** No paint may be used on the exterior of any Residence in a color other than the color of exterior paint used in the original construction of the Residence, without the prior written consent of the ARB.

Section 8.17 **Signs.** No commercial sign or other sign shall be erected or maintained on any Lot or Residence within public view except as may be required by legal proceedings. The ARB will not grant permission for said signs unless their erection is reasonably necessary to avert

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serious hardship to the Owner. Such prohibition shall apply to commercial real estate signs advertising a particular Lot or Residence for sale or for rent, except for commercial real estate signs of a size, shape, color and format approved by the ARB. To assure uniformity of appearance throughout Magnolia Park the ARB may require that all such signs are identical in appearance, with the exception of a designation of the name and phone number of the real estate agent. If permission is granted for any other signage, the ARB shall have the right to restrict size, color, and content of such signs. Property identification and like signs exceeding a combined total of more than one (1) square foot may not be erected (or affixed to a Residence) without the written permission of the ARB. Campaign or political signs are permitted so long as the same do not exceed 18 inches by 30 inches. No homesite may display, however, more than one sign for any individual political candidate and campaign or political signs may not be displayed more than three weeks prior to the election to which the signs are related and must be removed within one week after said election. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Residence.

Section 8.18 **Exterior Maintenance.** The Association shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Residence to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner. If the Owner fails to pay, then the Association shall have the right to impose a Special Assessment against said Owner to pay for the cost of repairs and replacements. Such Assessment shall in every respect constitute a lien on the Lot or Residence as would any other Assessments by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Residence for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this Section.

Section 8.19 **Allowable Trim and Decoration.** No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, except small exterior decorations such as address plates and name plates, which shall not exceed the sign limitations set forth in Section 8.17 above, without the prior written consent of the ARB. All other outside decorations and ornaments, whether affixed to the Residence or placed elsewhere on the Lot, are prohibited, unless approved by the ARB. This restriction shall not apply to seasonal decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, and to flag poles which may not, however, extend higher than the roof of the Residence, and must be affixed to the Residence.

Section 8.20 **Window Tinting.** No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the ARB.

Section 8.21 **Unit Air Conditioners.** No air conditioning units may be mounted through windows or walls unless the location, method of installation and appearance has been approved in writing by the ARB. It is the intention of this provision to authorize the ARB to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds. All other air conditioning units shall be located in the Rear Yard or in a Side Yard, and shall be effectively screened by plant matter or opaque fencing approved by the ARB.

Section 8.22 **Interior Maintenance.** Each individual Owner shall have the responsibility to maintain the interior of their respective Residence. In the event the interior of said Residence is damaged in such fashion so as to create a health or safety hazard to adjoining Residences or to create

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a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs to the interior of such Residence or take steps to secure the Residence to remove or correct the health or safety hazard and shall be entitled to make a Special Assessment against the Owner of the Residence for the costs of such repairs. Such Assessment shall in every respect constitute a lien on the Lot or Residence as would any other Assessment by the Association.

Section 8.23 Tree Removal Restrictions. No living tree shall be cut down, destroyed or removed from the Property without the prior approval of the ARB. All requests for approval of tree removal shall be submitted to the ARB along with a plan showing generally the location of such tree(s). This restriction shall not apply to the Declarant, in the course of construction, sales or maintenance of improvements upon the Property. Anyone violating the provisions of this Section will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the Association. If the Owner fails or refuses to replace the trees as demanded, the Association may cause suitable replacements to be planted and the cost thereof shall be a lien against the Lots of the Owner. The Owner grants to the Association, its agents and employees, an easement of ingress and egress over and across said Lot to enable it to comply with this Section.

Section 8.24 Vehicles. All automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, including motorcycles and all terrain vehicles, shall be parked within the Property overnight within an enclosed garage unless all spaces for private passenger vehicles within the enclosed garage, of which there must be at least two (2) pursuant to Section 8.12 above, are occupied. At least one such space must be occupied by a private passenger vehicle, commercial vehicles, recreational vehicles, camper, trailer, or boat, before parking on a Lot outside of the garage shall be permitted. In particular and without limitation, no vehicle shall be parked outside of a Residence overnight without the prior written consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, boat or other than a private passenger vehicle as specified above. No trucks, boats, recreational vehicles, campers, trailers, motorcycles, or all terrain vehicles may be parked outside the Residence at any time except for temporary parking while providing services to the Residence or the Property. For purposes hereof the term "truck" shall not apply to a pick-up truck or SUV (which does not have a rating in excess of 1 ton) used by an occupant of the Residence as his or her private passenger vehicle, which such truck shall be deemed a private passenger vehicle for purposes of this provision. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while providing services to the Property. All vehicles parked within the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Property for more than 24 hours, and no major repair of any vehicles shall be made on the Property. Any motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property.

Section 8.25 Timely Completion of Residence. All exterior construction and landscaping of any Residence shall be completed before any person may occupy the same. All construction on any Residence shall be completed within twelve (12) months from the issuance of the building permit for that Residence. The ARB may, upon good cause shown, grant an extension of the time limits set forth herein.

Section 8.26 Recreational Equipment. All permanent recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Residence except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Residence.

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- Section 8.27 Lawns and Yards.** All Lots shall, upon completion of a Residence and prior to any person occupying the Residence, be fully landscaped and sodded in accordance with landscape plans submitted to the ARB. The landscape plans may require, as determined by the ARB, the installation of a Sidewalk upon the Lot. The ARB may require that any such plans include planting of a Magnolia tree on the corners of the Front Yard of each Lot between the sidewalk and the curb, unless Lot configuration or other factors, in the determination of the ARB, preclude the same. The lawn shall be comprised of grass sod only and shall be cut and edged next to all concrete, and other non-lawn surfaces. All grass sod shall be of a type approved by the ARB. Lawns will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Each Owner shall be responsible for maintaining all grass or landscaped areas lying between the Owner's Lot and the pavement of any adjacent road right-of-way or Alley. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass sod are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Residence, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Residence. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush.
- Section 8.28 Irrigation.** All lawn areas shall be serviced by inground irrigation systems. Due to water quality, irrigation systems may cause staining on Residences, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. The Association may require from time to time that Owners adopt systems to prevent stains (e.g., automatic de-ionization systems).
- Section 8.29 Pools.** No above-ground pools are permitted within the Property. All in-ground pools shall include a paved patio extending from the Residence and completely surrounding the pool and shall be located in the Rear Yard or the Side Yard. All pool enclosures, including screening, must be approved by the ARB.
- Section 8.30 Containers and Fuel Tanks.** All garbage and trash containers, bottled gas tanks, water softeners and tanks for irrigation wells shall be located in the garage or in the Rear Yard or Side Yard adjacent to the Residence and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled-in area shall be constructed in such a manner as to be inaccessible to dogs or other animals and shall be in form and of a material approved by the ARB.
- Section 8.31 Burning.** No Owner shall burn any trash, debris or refuse, or allow any other person to burn trash, debris or refuse on any Lot or on the Property except, however, Declarant reserves unto itself, the right to burn debris as the result of clearing and cleaning of any land in the Property, and construction of improvements.
- Section 8.32 Gardens and Prohibited Plants.** Vegetable gardens may be grown only in the Rear Yard, and the cultivation and maintenance of poisonous and illegal plants is prohibited.
- Section 8.33 Lighting.** All exterior lighting on any Lot or Residence must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Property except the Lot upon which the lighting is erected. The ARB shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the Association, or any governmental entity.

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Section 8.34 **Driveways.** All driveways shall be constructed of concrete, brick, or ornamental pavers approved by the ARB and located in accordance with plans submitted to the ARB. Driveways shall not be painted, altered, or removed, without approval of the ARB.

Section 8.35 **Mail Boxes.** No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an owner unless the size, location, design, and type of material for said boxes or receptacles shall have been approved by the ARB and said boxes shall display only the name of the Owner and the street number of the Lot. Nothing may be added or attached to the mail box, paper box, or post supporting the same, including without limitation, flags, signs, flowers, decorations, numbers, and license plates. The ARB may establish uniform standards and designs for mail boxes within Magnolia Park.

ARTICLE 9.
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed. The Declarant shall convey the Declarant's interest in the Common Areas to the Association.

ARTICLE 10.
AMENDMENT

Section 10.1 **Amendments.** Declarant in their sole and absolute discretion shall have the right and power of amendment of this Declaration, and such amendment by Declarant shall not require the joinder of Owners or mortgagees or the Association, or any other party having any interest in the Property. Such right to amend shall include without limitation the right (a) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to impose additional restrictions, or delete or modify existing restrictions, which Declarant determine advisable in keeping with the nature and development of the Properties; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Properties which do not unreasonably lower standards of the covenants and restrictions herein contained; and (d) to release any Lot from any part of the covenants and restrictions which have been violated if Declarant, in their sole judgment determines such violation to be a minor or substantially in violation; (e) to modify or alter the rights of Owners to use or have access to the Common Areas; (f) to release or any other property owned by Declarant from these covenant's and restrictions. At such time as Declarant's voting rights in the Association are reduced to one vote per Lot pursuant to the Articles the Association may amend these Declarations upon majority vote of the Members of the Association, however no amendment may alter the rights or powers of Declarant without their written consent.

Section 10.2 **Notice of Amendment.** Recording of an amendment properly made in accordance with the terms of Section 10.1 of this Article 10 shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.

DECLARATION OF COVENANTS AND RESTRICTIONS
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ARTICLE 11.

SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM

Section 11.1 **Responsibility for Surface Water or Storm Water Management System.** The Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system, including any water retention area depicted on the face of the Plat. 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 systems shall be as permitted, or as modified, or as approved by the St. Johns River Water Management District.

Section 11.2 **Enforcement.** The St. Johns River Water Management District shall have the right to enforce, by 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.

Section 11.3 **Additional Requirements for Amendments.** Any amendment to this Declaration which alters the surface water or storm water management system, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of the St. Johns River Water Management District, notwithstanding any other provisions contained herein.

ARTICLE 12.

GENERAL PROVISIONS

Section 12.1 **Enforcement.** The Association, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.2 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 12.3 **Duration.** The covenants and restrictions of this Declaration shall be perpetual, and shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Members and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Lots. Any revocation must be recorded.

Section 12.4 **Incorporation of Master Declaration.** This Declaration is made subject to the terms and conditions of the Master Declaration and said Master Declaration is hereby incorporated by reference into this Declaration for all purposes. In the event that a provision of this Declaration is more restrictive than a similar provision in the Master Declaration, this Declaration shall control.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 16 day of May, 2005.

DECLARATION OF COVENANTS AND RESTRICTIONS
for
MAGNOLIA PARK

Signed and delivered in our presence as
witnesses:

Kristal Jenkins
William VanDeven
Print Name: Kristal Jenkins

Dorothy Riaubia
Print Name: Dorothy Riaubia

Signed and delivered in our presence as
witnesses:

Kristal Jenkins
Print Name: Kristal Jenkins

Dorothy Riaubia
Print Name: Dorothy Riaubia

**J & B DEVELOPERS, INC., A FLORIDA
CORPORATION**

By: William VanDeven
WILLIAM VANDEVEN
Its: President

**OSIG INVESTMENTS, INC., A FLORIDA
CORPORATION**

By: John Fabian, Jr.
JOHN FABIAN, JR.
Its: President

**STATE OF FLORIDA
COUNTY OF MARION**

BEFORE ME, the undersigned authority, this day personally appeared William VanDeven, President of J & B Developers, Inc., a Florida corporation, and he acknowledged to me and before me that he executed said instrument on behalf of said Corporation for the uses and purposes therein expressed on the day and year above stated, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal at Ocala, Marion County, Florida, this 16 day of May, 2005.



Jacqueline A. Bostic
Commission # DD 072243
Expires Nov. 15, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Jacqueline A. Bostic
Print Name: _____
Notary Public, State of Florida
Commission Number _____
Commission Expires _____

**STATE OF FLORIDA
COUNTY OF MARION**

BEFORE ME, the undersigned authority, this day personally appeared John Fabian, Jr., President of OSIG Investments, Inc., a Florida corporation, and he acknowledged to me and before me that he executed said instrument on behalf of said Corporation for the uses and purposes therein expressed on the day and year above stated, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal at Ocala, Marion County, Florida, this 16 day of May, 2005.



Jacqueline A. Bostic
Commission # DD 072243
Expires Nov. 15, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Jacqueline A. Bostic
Print Name: _____
Notary Public, State of Florida
Commission Number _____
Commission Expires _____

DECLARATION OF COVENANTS AND RESTRICTIONS
for
MAGNOLIA PARK

JOINDER AND CONSENT

The undersigned, Peek Properties, Inc., a Declarant under the Master Declaration, by execution hereof, hereby joins in and consents to the Declaration of Covenants and Restrictions for Magnolia Park to which this Joinder and Consent is attached for the purpose of acknowledging any rights, duties, interest or obligations it may have as a Declarant under the Master Declaration, does not extend to the Property, and that J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation, collectively, are, with regard to the Property, the Declarant and any reference in the Master Declaration to "Declarants" or "Declarant" shall be, with regard to the Property, deemed a reference to J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation, and their permitted assigns.

Signed and sealed in our presence as witnesses:

Leighton Mims
Print Name: Leighton Mims

Sherry Shaw
Print Name: Sherry Shaw

PEEK PROPERTIES, INC., A FLORIDA CORPORATION

By: [Signature]
ALBERT B. PEEK
Its: President

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, this day personally appeared Albert B. Peek, President of Peek Properties, Inc., a Florida corporation, and he acknowledged to me and before me that he executed said instrument for the uses and purposes of said corporation therein expressed on the day and year above stated, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal at Ocala, Marion County, Florida, this 16 day of May, 2005.

 Sherry M. Shaw
My Commission DD287798
Expires February 04, 2008

[Signature]
Print Name: Sherry Shaw
Notary Public, State of Florida
Commission Number DD287798
Commission Expires 2-4-2008

DECLARATION OF COVENANTS AND RESTRICTIONS
for
MAGNOLIA PARK

JOINDER, CONSENT, AND SUBORDINATION OF MORTGAGEE

The undersigned, AmSouth Bank, holder of that certain Mortgage dated September 29, 2004, and recorded November 30, 2004, in OR Book 3880, at Page 1655, Public Records of Marion County, Florida, and Assignment of Leases and Rents recorded in OR Book 3880, at 1665, and UCC-1 Financing Statement recorded in OR Book 3880, at Page 1677 (hereinafter the "Security Documents") by execution hereof joins in and consents to the Declaration of Covenants and Restrictions for Magnolia Park to which this Joinder Consent, and Subordination is attached and expressly acknowledges that the lien, operation, and effect of the Security Documents shall be subject to, and subordinate to, the Magnolias Master Declaration of Covenants and Restrictions recorded in OR Book 4001, at Page 1695, Public Records of Marion County, Florida, as well as to this Declaration of Covenants and Restrictions for Magnolia Ridge to which this Joinder, Consent, and Subordination is affixed.

Signed and sealed in our presence as witnesses:

AMSOUTH BANK

Gay H. Baggett
Print Name: GAY H. BAGGETT

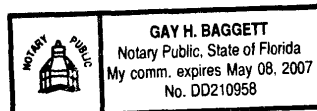
Phil Schuck
Print Name: Phil Schuck

By: Roy J. Hilgenfeldt
Its: VICE President

**STATE OF FLORIDA
COUNTY OF MARION**

BEFORE ME, the undersigned authority, this day personally appeared Roy J. Hilgenfeldt, as Vice President of AmSouth Bank, and acknowledges to me and before me that he/she executed said instrument for the uses and purposes of said corporation therein expressed on the day and year above stated, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal at Ocala, Marion County, Florida, this 16 day of May, 2005.



Gay H. Baggett
Print Name: _____
Notary Public, State of Florida
Commission Number _____
Commission Expires _____

① 35.50-12

This Instrument Prepared by and Return To:
W. James Gooding III
Gilligan, Gooding & Franjola, P.A.
1531 SE 36th Avenue
Ocala, FL. 34471



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 08/10/2015 02:08:36 PM
FILE #: 2015073158 OR BK 6256 PGS 1091-1094
REC FEES: \$35.50 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MAGNOLIA PARK**

**THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MAGNOLIA PARK** is made effective the date of recording hereof by:

- J & B Developers, Inc., a Florida corporation ("J & B").
- OSIG Investments, Inc., a Florida corporation ("OSIG"). (J & B and OSIG being collectively referred to as "Declarants").

WHEREAS:

- A. Declarants are the "Declarant" as to the subdivision (the "Subdivision") platted as "Magnolia Park," as per plat thereof recorded in Plat Book 8, Page 165¹, under the following (collectively the "Declarations"):
- 1). The Magnolias Master Declaration of Covenants and Restrictions (the "Master Declaration") as recorded in OR Book 4001, Page 1695.
 - 2). Declaration of Covenants and Restrictions for Magnolia Park (the "Magnolia Park Declaration") as recorded in OR Book 4033, Page 1444.
- B. Pursuant to Article 10 of the Magnolia Park Declaration, Declarants have the sole and absolute discretion to amend the Magnolia Park Declaration.
- C. Declarants desire to amend the Magnolia Park Declaration pursuant to the terms and conditions hereof.

NOW, THEREFORE, the Magnolia Park Declaration is hereafter amended as follows:

1. **Change Concerning Roof Pitch.** The provisions of Section 8.6 of the Master Declaration concerning roof pitch are changed such that Section 8.6 shall read as follows:

Section 8.6	<u>Required Architectural Features.</u> Each Residence within Magnolia Park must have an open front or side porch approved by the ARB, a front sidewalk extending from the approved front or side porch to the road right-of-way (not the Alley) adjacent to the Front Yard, a minimum fascia width of six inches (6"), a minimum first floor wall height of ten feet (10'), and the front exterior must be covered with approved siding, stone, brick, or textured masonry.
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¹ All recording references refer to the Public Records of Marion County, Florida.

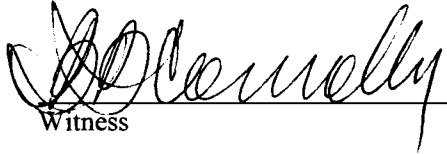
15-818
Record and Return to:
Gilligan, Gooding & Franjola, P.A.
1531 SE 36th Avenue
Ocala, FL 34471
Phone: 352-237-1111
Fax: 352-237-1112
Email: info@ggfr.com

Each Residence within Magnolia Park must have either: (a) a minimum 8/12 roof pitch; or (b) a minimum 6/12 or 7/12 roof pitch, if the main roof ridge is at least 24 feet (24') above the finished floor of the Residence and the finished floor of the Residence is at least 2 feet (2') above the finished grade of the Lot. Each Residence will have a garage designed to hold at least two vehicles, which will be accessed by a driveway from the Alley adjacent to the rear of the Lot.

2. **Effect on Magnolia Park Declaration.** Except as expressly set forth herein, the Magnolia Park Declaration is not amended or modified. All references herein or in the Magnolia Park Declaration to "this Declaration," "the Declaration," or similar terms shall be deemed to refer to the Magnolia Park Declaration as amended hereby.

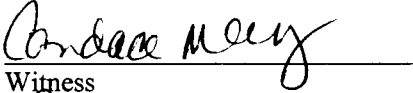
THEREFORE, Declarant amends the Magnolia Park Declaration effective the date set forth above.

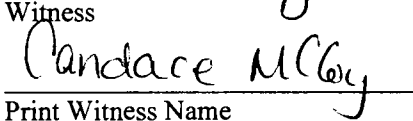
J & B DEVELOPERS, INC., a Florida corporation


Witness

B.B. CONNOLLY

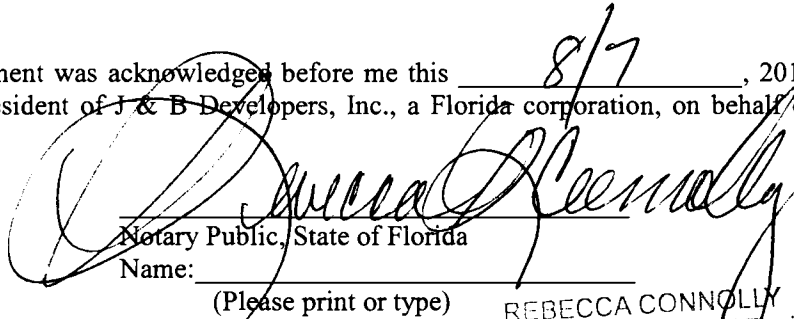
Print Witness Name


Witness


Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 8/7, 2015, by William C. Vandeven, as President of J & B Developers, Inc., a Florida corporation, on behalf of the corporation.


Notary Public, State of Florida
Name: _____
(Please print or type)

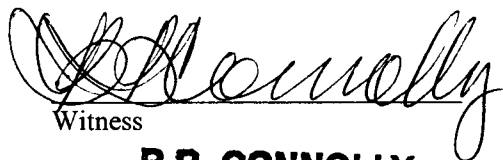
Commission Number:
Commission Expires:

REBECCA CONNOLLY
Notary Public - State of Florida
My Comm. Expires April 30, 2016
Commission # EE158593
Bonded - National Notary Assn.

Notary: Check one of the following:

☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

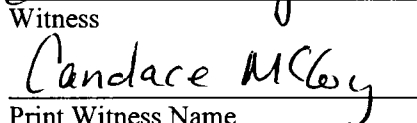
OSIG INVESTMENTS, INC., a Florida corporation


Witness

B.B. CONNOLLY

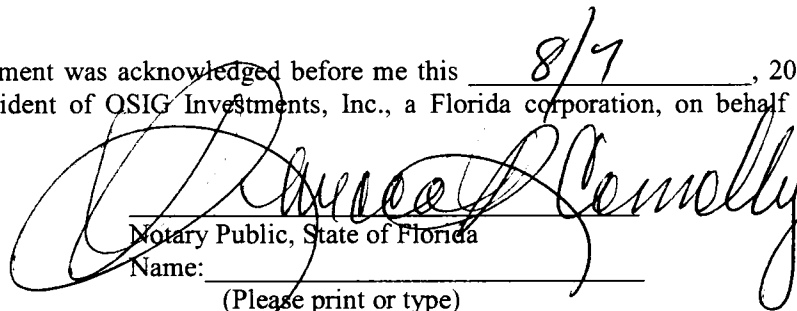
Print Witness Name


Witness


Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 8/7, 2015, by John E. Fabian, Jr., as President of OSIG Investments, Inc., a Florida corporation, on behalf of the corporation.


Notary Public, State of Florida
Name: _____
(Please print or type)

REBECCA CONNOLLY
Commission Number: _____
Commission Expires: _____
Commission # EE158593
Bonded - National Notary Assn.

Notary: Check one of the following:

☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

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