

MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.

Community Handbook of Covenants and Guidelines

Introduction

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

Disclaimer

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

Background

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

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

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

MAGNOLIA POINT'S MANDATORY HOMEOWNERS' ASSOCIATION is the Magnolia Point Community Association, Inc. (MPCA), incorporated in 1987. The Association's Board of Directors operates, administrates, and manages the Association and has the statutory authority to enforce the Declaration of Covenants. Enforcement may include warnings and fines.

MANDATORY HOMEOWNERS' ASSOCIATIONS provide these benefits to homeowners:

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

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

Authority

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

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

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

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

Organization and Functions

THE ORGANIZATION AND FUNCTIONS of the Magnolia Point Community Association appear on Page 9 of this Handbook.

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

Numbers in parentheses (e.g., 2.3) refer to the applicable paragraph of the Declaration of Covenants. Letters in parentheses (e.g. AG-1V) refer to the section of the Architectural Guidelines.

I. RESIDENTIAL PURPOSES

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

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

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

2. RESIDENT ACTIVITIES

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

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

3. HOUSE AND GROUNDS

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

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

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

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

Mailboxes. A standard mailbox is required for new home construction, and for the replacement of damaged older-style wooden mailbox stands. The standard mailbox is from Arcraft Mailbox and Sign Systems and is the "Victorian 2 318-inch Post Setup" and "The M-I Standard T1 Size Steel Mailbox". Homeowners can order the mailbox and installation from the Community Association Manager. The installation price includes placing house numbers on the box structure. (AG-VII)

Antennas. Other than satellite dish and antenna receivers, no exterior radio or television aerial or antenna or any other exterior electronic or electric device of any kind shall be installed unless the Association has approved the location, size and design thereof and the necessity therefore. (3.8)

- For satellite dish and antenna receivers, an application must be submitted to the Architectural Committee with a site plan showing where the dish or antenna will be located and how it will be landscaped to buffer it from neighbors and the street.
- Although FCC regulations allow individuals to have satellite dishes one meter in diameter or less, those regulations also permit homeowners' associations to enforce restrictions that do not restrict, impair, or unreasonably delay, or unreasonably increase the cost, of the installation of the dish or antenna. (AG-VI)
- In most cases the satellite dish or antenna can be mounted and landscaped so as to reduce its visual impact on neighboring homes, and we ask for your cooperation in doing that. The review fee for the satellite dishes is 510.00. (AG-VI, 3.1)

Signs. Owners may display a sign denoting street address and name provided that it complies with approved community standards regarding size, shape, color, and location. (3.11)

- Residents may display a sign of reasonable size that has been provided by a contractor of security services within ten feet of the entrance to the home.
- Real estate signs must comply with community standards. One supplier of approved signs is Big Red Signs in Green Cove Springs (284-4416), Attn: Butch Gobel. Another is: Zack Young, Logo X-Press, 904-278-7774
- Residents may display the American flag and, on holidays, military service flags.
- No other sign of any nature, including political signs, may be displayed to the public view on any lot, dwelling unit, or any vehicle parked in any part of the platted property.
- Note that the First Amendment right to free speech pertains only to national, state, and local government restrictions on that right. As a private non-government corporation the Community Association has the requisite authority to restrict or deny the content and placement of any and all signs and flags in the community.

Ground Roadway Obstructions. The Association has the right to remove or require the removal of any fence, wall, hedge, shrub, bush, tree, or any other thing, natural or artificial, placed or located on any Lot or Commercial Parcel, if its location will obstruct the vision of a motorist upon any of the Roadways. (3.17)

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

- Pets are not permitted to run free. Dogs must be kept on a leash when outdoors.
- Pet owners are responsible for the immediate clean-up, removal, and disposal of animal wastes.
- If the Association determines that a pet is dangerous, destructive, or an annoyance to other residents the owner will be notified and if the situation persists the offending pet may be removed from the premises.

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

Fences, Hedges and Walls. Hedges, fences or walls may not be built or maintained except within the rear or interior side lot lines and no closer to the front of the lot than the rear line of the main residence nor, when the residence is situated on a corner lot, closer to a side street than the line of the main residence abutting such side street. (3.7; 2.2)

- No fence or wall shall be erected which is higher than six feet from the normal surface of the ground.
- Where any part of a lot line abuts along the Golf Course, no fence, hedge or wall along such lot line shall be permitted unless a specific exemption is granted by the Association's Architectural Committee.
- The location, composition and height of any fence, wall, or hedge shall be subject to the approval of the Architectural Committee which may grant or withhold such approval at its discretion. Interior lot fences must be shadow-box style or black wrought iron. Fences that border lakes or the golf course must be black wrought iron.
- Fence plans must be submitted to the Architectural Committee for approval. Two copies of the site plan that shows the location of the fence must be included in the submission. The manufacturer, style, and color of the fence must be indicated on the submittal form. The review fee for fencing is \$50.00. (AG-I)
- Fences should start at least 15 feet back from the front line of the house. Fences must generally extend to property lines on all sides or, when applicable, the top of a bank. (AG-I)
- When submissions are received for fencing, the Architectural Committee will also look at the adjoining property, because the first fence type in place will determine the style of any fence that is placed next to it. For example, if Lot #1 has a 4 foot aluminum black fence around the entire back of the house then, on that side, Lot #2 must tie into the existing aluminum fence with the same style of fence, but can then add a wooden privacy fence on the other sides of the house. (AG-I)
- Fences on lake front lots and the golf course lots are discouraged. They will, however, be considered on a case-by-case basis. In that case the only type of fencing allowed will be a 4 foot or 4-1/2 foot "open" style fence (pursuant to Clay County regulations when a pool is involved) such as aluminum or wrought iron, in black only, and with no spear tops. (AG-I)
- On lots where the rear view is neither golf course nor lake, but instead is preserve or another home, fences will be no more than 6 feet in height and shall be of either a natural wood material with a natural finish of shadowbox design, or the 4 foot standard black aluminum fencing. (AG-I)

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

Wash. Outdoor drying of wash is permitted but must be done in areas that are completely screened from view from any adjacent house, lot, or roadway. (3.14)

Easements. The Developer, for itself and its future assigns, reserves perpetual easements on a strip of land 10 feet in width along the front line, rear line, and side lines of each lot for access, drainage purposes, and the use of utilities. No structure or landscaping shall be permitted in the easement areas which may damage or interfere with utilities and drainage features, (4.4)

4. TRASH AND DEBRIS

Courtesy. As a courtesy to your neighbors and to all those who drive and walk by your property, please refrain from displaying trash cans, trash bags, and yard debris on roadways except on the day before and the day of the scheduled collection. (3.1)

Collection. Trash is collected on Monday and Thursday. Recyclables are collected on Thursday. Yard debris is collected on Tuesday. Homeowners must pay the city's collection fees. (3,5; 4.2)

Storage. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from adjacent property or roadway. (3.5)

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

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

5. IMPROVEMENTS TO HOUSES AND GROUNDS

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

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

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

Approval Process. Applications for improvements must include four complete sets of plans, furnished by the contractor. One set will be retained in the files and three returned. Plans should include all elevations and materials to be used. The review fee for additions is \$250.00 (AG-VII)

6. STRUCTURES

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

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

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

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

- Shed,
- Shack,
- Trailer,
- Tent,

or any other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. (3.2)

Play Sets. Two copies of a site plan that shows the location of the play set and how the homeowner plans to landscape it so as to screen it from view must be submitted to the Architectural Committee. Play sets must be wooden in construction, preferably with dark colored (blue/green) accessories, and located in the rear yard or side yard and screened with landscaping from neighboring homes and views across lakes. Also, a picture or brochure must be included with the submission that shows the design, size and colors. The review fee for play sets is \$10.00.

Pools and Screen Enclosures. All pools and screen enclosures require approval by the Architectural Committee prior to construction. Four complete sets of plans, furnished by the contractor, must be submitted. One set will be retained in the files and three returned. The enclosure frame must be black or bronze. Screens must be charcoal colored. Pool equipment must be *screened* from view with landscaping. The review fee for pools and screen enclosures is \$100.00. If the pool is not screened, then the yard must be fenced in compliance with Architectural Committee Guidelines on

fencing as contained herein. (AG-IV)

Screen Enclosures. Drop screen plans must be submitted to the Architectural Committee. The plans must show the elevations and the materials to be used. Black or bronze framing is required, with a charcoal screen. The review fee for drop screens is 525.00. (AG-V)

Basketball Goals: Portable and Permanent.

- Residents may erect one portable basketball goal in a driveway provided that it does not create an unreasonable annoyance or unsafe condition and is maintained in good condition at all times; that is, it is free of a torn net, damaged backboard, bent rim, *etc.* (3.2: 3.1)
- Permanent. backboards must be approved by the Association. The application form submitted to the Architectural Committee must include a copy of the site plan showing the location of the backboard. Permanent basketball poles must be black or dark brown, and the backboard must be clear or white. Portable poles must be stored next to the house when not in use. The review tee for basketball backboards is \$10.00. (AG-II)

7. COMMON AREAS

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

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

8. ACCESS CONTROL

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

9. ROADWAYS AND TRAFFIC CONTROL

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

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

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

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

Mopeds, Go-carts, and All-Terrain Vehicles. Mopeds, go-carts, and all-terrain vehicles may not be operated on any roads or other common areas of the community. (3.17: 3.0)

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

Parking, storage, repairs, driveways. No RV's, boats, trailers, or similar vehicles may be stored on any portion of the platted property with the exception of the garage. RV and boat owners will be provided with a 24-hour window to pack, clean, and unpack. (3.12; 3.1)

- Vehicles with commercial signs may be temporarily parked in the driveway for delivery or pickup services and shall not remain there for any extended period of time. Under no circumstances or conditions shall an automobile or other vehicle be parked on a non-paved portion of a lot.
- Vehicles that are not drivable, or that lack license plates, or are in a visible state of disrepair, or are not used on a regular basis may not be parked in the street or driveway and must be stored in the garage.
- Residents' cars will not be parked in the street other than when a resident has more guests than spaces in driveways while a special occasion is in progress.
- No repairing or overhauling of any vehicle will be permitted on any part of the dwelling, lot, or roadway.

10. DRAINAGE

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

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

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

10. WATERWAYS

Waterways. All lakes, ponds, creeks and streams (hereinafter "waterways") within the Magnolia Point Community belong to the Association unless specifically conveyed to a homeowner as part of a lot. Even if so conveyed, the Association reserves the right to regulate the level and flow of water therein and all use thereof. (3.18)

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

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

Power Boats. Power boats are not permitted on such waterways. Without the written consent of the Association no homeowner shall have any right to construct bulkhead, docks, boat houses, piers or other similar facilities on such waterways, nor any right to pump or otherwise remove any water from such waterways for the purpose of irrigation *or* other use, nor to place rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse in such waterways or on any other portion of the Magnolia Point Property. (3.18)

11. VIOLATIONS

Suspensions and Fines. The Community Association may impose reasonable fines not to exceed \$100 per violation against any member, tenant or guest violating the Community Association's Governing Documents, not exceeding \$1,000 in the aggregate per violation. (5.1, 5.2, 5.7)

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

12. ASSESSMENTS

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

Debts and Liens. Each assessment constitutes an interest-bearing debt from the owner of the property to the Community Association and shall be secured, if necessary, by a lien placed on that property and filed with the Clerk of the Circuit Court of Clay County. (5.1; 5.2[4