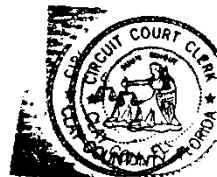


RET.
L. J. ARNOLD, III
ATTORNEY AT LAW
P. O. Box 1570
GREEN COVE SPRINGS, FLORIDA
32043

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**MAGNOLIA POINT GOLF AND COUNTRY CLUB
ESTATE LOTS UNIT I REPLAT
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS AMENDING DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS RECORDED IN
O.R. BOOK 1133, PAGE 499 AS AMENDED IN O.R. BOOK 1133 PAGE 116
PUBLIC RECORDS OF CLAY COUNTY, FLORIDA**

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

WITNESSETH:

WHEREAS, Developer desires to amend certain Declaration of Covenants, Conditions, Easements and Restrictions hereinafter referred to as "Covenants and Restrictions" for its development known as Magnolia Point Estate Lots Unit I Replat as originally recorded in OR Book 1133, page 499 as amended in OR Book 1133 page 116 of the public record of Clay County, Florida and

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. USE AND CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

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

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

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

- (a) Site plan showing all property lines, setbacks, easements, existing trees having a diameter of six (6) inches or more, drives, fences and

underground trench locations, and existing and proposed surface contours and elevations of the Lot;

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

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

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

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

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

2.5 Setback Lines. Except where setback lines are otherwise shown on the Plat, the following setback lines are hereby established for buildings, structures, additions or accessories located on any Estate Lot: (i) 20 feet from the front lot line (the lot line adjacent or nearest to the Roadway furnishing access to such Lot) except that for corner Estate Lots, one front setback may be 20 feet; (ii) 20 feet from the rear lot line or from the top of the bank on any lake front Estate Lot; and (iii) 10 feet from the interior side lot lines of any such Lot. For Golf Villa

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

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

3. GENERAL COVENANTS AND RESTRICTIONS

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

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

3.3 Temporary, Movable Structures. Other than temporary construction sheds and sanitary toilet facilities used during actual construction of the permitted permanent improvements, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot or Commercial Parcel.

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

3.5 Trash. Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Dwelling Unit, Lot, Commercial Parcel or Roadway.

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

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

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

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

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

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

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

3.13 Maintenance by Owners. Each Owner shall maintain his parcel, whether improved or unimproved, in good condition at all times, but no Owner shall cut any living tree having a trunk diameter greater than six (6) inches without the prior approval of the Association. No trash, garbage, rubbish, debris or refuse or

unsightly object shall be allowed to be placed, accumulated or suffered to remain anywhere on the Platted Property, unless stored as provided herein.

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

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

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

3.17 Roadways; Easements; Traffic Control.

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

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

conditions as the Developer may reasonably determine.

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

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

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

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

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

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

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

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

4. UTILITY SERVICES

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

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

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

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

5. ASSESSMENTS

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

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

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

Board may be of general benefit to the residents of the Magnolia Point Development;

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

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

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

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

5.2 Regular Assessments.

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

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

(i) Estate Lots - \$540 per year;

(ii) Patio Lots - \$480 per year;

(iii) Unimproved Multi-Family Lots and Commercial Parcels - \$500 per year per acre located therein;

(iv) Improved Multi-Family Lots - \$360 per year for each multi-family unit constructed thereon; and

(v) Improved Commercial Parcels - \$400 per year for each 2,000 square feet of heated and cooled floor space contained within improvements located thereon.

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

5.3 Increase in Assessments. The maximum amount of any regular maintenance assessment imposed by the Board shall not exceed the amounts shown in Section 5.2 above for a period of 12 months

following the initial recording of this Declaration. Thereafter, the regular maintenance assessment may be increased by no more than ten (10%) per cent of the regular assessment for the immediately preceding month. In the event of any such increase, such assessment shall not be thereafter increased for a period of twelve (12) months.

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

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

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

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

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

6. MEMBERS AND VOTING RIGHTS

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

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

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

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

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

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

7. RIGHTS OF DEVELOPER

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

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

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

8. AMENDMENT

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

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

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

rights of any Owner;

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

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

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

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

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

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

9. ENFORCEMENT

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

10. CENTRAL TELECOMMUNICATION RECEIVING AND DISTRIBUTION SYSTEM

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

11. MISCELLANEOUS

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

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

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

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



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

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

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

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

Signed, sealed and delivered
in the presence of:

MAGNOLIA POINT JOINT VENTURE, LTD.
a Florida Limited Partnership

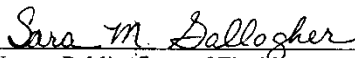
By: Magnolia Point Investors, Inc.,
a Florida corporation
GENERAL PARTNER

By: 
Bert V. Royal, Vice President

STATE OF FLORIDA
COUNTY OF CLAY

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

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


Notary Public, State of Florida

My commission expires:

