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Ocala, FL 34470

This Instrument Prepared by:

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DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

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

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MAGNOLIA POINTE (hereinafter referred to as the "*Declaration*") is made on the date hereinafter set forth by **PEEK PROPERTIES, INC., A FLORIDA CORPORATION** (hereinafter referred to as "*Declarant*").

WITNESSETH:

WHEREAS, Declarant, along with J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation, 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 ~~400~~ at Page ~~145~~ Public Records of Marion County, Florida (hereinafter the "*Master Declaration*"); and

WHEREAS, Albert B. Peek, Trustee, is the sole owner in fee simple of a portion of the real property encumbered by the Master Declaration, and Declarant is the developer thereof, which portion of the real property is intended to be a Neighborhood, as that term is defined in the Master Declaration, and which has been platted as *Magnolia Pointe Phase One* as per plat thereof recorded in Plat Book 8 at Pages 157 - 158, Public Records of Marion County, Florida and as *Magnolia Pointe Phase Two* as per plat thereof recorded in Plat Book 8 at Pages 159 - 160, Public Records of Marion County, Florida (the real property which is the subject matter of said plats hereinafter referred to as the "*Property*"); and

WHEREAS, Declarant and Albert B. Peek, Trustee, desire 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 Pointe* 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 and Albert B. Peek, Trustee, intend and hereby declare 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, joined by Albert B. Peek, Trustee, 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:

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- Section 1.1** **"City"** shall mean the City of Ocala, Florida.
- Section 1.2** **"County"** shall mean Marion County, Florida.
- Section 1.3** **"Declarant"** shall mean Peek Properties, Inc., a Florida corporation, or its 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, Peek Properties, 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, Peek Properties, Inc., a Florida corporation, or its assigns.
- Section 1.4** **"Declaration"** shall mean and refer to this Declaration of Covenants and Restrictions for Magnolia Pointe and any amendments and supplements thereto.
- Section 1.5** **"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 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 1.6** **"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 1.7** **"Master Declaration"** shall mean and refer to The Magnolias Master Declaration of Covenants and Restrictions dated _____, 2005, and recorded in Official Records Book ~~4501~~ at Page ~~165~~ of the Public 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 1.8** **"Plat"** shall mean and refer to the subdivision plats of *Magnolia Pointe Phase One*, and as *Magnolia Pointe Two*, which are designated as *Magnolia Pointe Phase One*, as recorded in Plat Book 8 at Pages 157 - 158 of the public records of Marion County, Florida, and as *Magnolia Pointe Phase Two*, as recorded in Plat Book 8 at Pages 159 - 160, Public Records of Marion County, Florida .
- Section 1.9** **"Property"** shall mean and refer to the real property platted as *Magnolia Pointe*, as per plat thereof recorded in Plat Book 8, at Pages 157 - 158 , Public Records of Marion County, Florida , and in Plat Book 8, at Pages 159 - 160, Public Records of Marion County, Florida.
- Section 1.10** **"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 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 public 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.
- Section 1.11** **"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

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runs parallel to the private road or private road right-of-way 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 or Side Yards as defined herein, the determination of the ARB shall be controlling and final.

Section 1.12 **"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 Peek Properties, 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 Peek Properties, 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 Sidewalk constructed upon any Lot, as contemplated by Section 8.6, 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

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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.

ARTICLE 5.
MASTER COMMON AREAS

The Master Common Areas within the Property shall, initially, consist of all portions of Tract "A" depicted on any plat of the Property, and WRA No. 7, WRA No. 8, WRA No. 9, WRA No. 10, and WRA No. 11. 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, and any Gate. 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 **Architectural 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 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 Maronda Homes, Inc., a Florida corporation. The Declarant may designate additional Approved Builders but is not obligated to do so, or may withdraw or rescind the

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status of any builder as an Approved Builder. Each Owner acknowledges that it is the initial intention of the Declarant to limit construction of all Residences to Maronda Homes, 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 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 8.7** **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 or sales offices or other shelters used by the Declarant or by an Approved Builder during the construction of any Residence or other improvements to the Property.
- Section 8.8** **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 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 8.9** **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 8.10** **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 8.11** **Garages.** Each Residence shall have a garage designed for storage of at least two (2) automobiles. 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 8.12** **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

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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 8.13 **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 8.14 **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 8.15 **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 8.16 **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 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 Pointe 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 or an Approved Builder from erecting such signs as the Declarant deems in its sole discretion to be necessary or advisable to assist the Declarant or Approved Builder in selling any Lot or Residence.

Section 8.17 **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

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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 8.18 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 8.16 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 a single flag pole which may not, however, extend higher than the roof of the Residence.

Section 8.19 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 8.20 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 8.21 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 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 8.22 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 8.23 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 8.11 above, are occupied by a private passenger vehicle, commercial vehicles,

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recreational vehicles, camper, trailer, or boat. 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 8.24 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 8.25 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.

Section 8.26 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 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. 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 8.27 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 8.28 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

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shall be located in the Rear Yard or the Side Yard. All pool enclosures, including screening, must be approved by the ARB.

Section 8.29 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 8.30 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 8.31 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 8.32 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.

Section 8.33 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 8.34 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 Pointe.

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 employment, 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.

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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.

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.

DECLARATION OF COVENANTS AND RESTRICTIONS
for
MAGNOLIA POINTE

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 14th day of April, 2005.

Signed and delivered in our presence as witnesses:

Print Name: Tim Haines
René H. Davitto
Print Name: René H. Davitto

PEEK PROPERTIES, INC., A FLORIDA CORPORATION

By: Albert B. Peek
ALBERT B. PEEK, 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 on behalf of the 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.

Tim Haines
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

**DECLARATION OF COVENANTS AND RESTRICTIONS
for
MAGNOLIA POINTE**

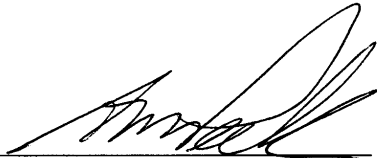
JOINDER OF OWNER

The undersigned, Albert B. Peek, individually and as trustee, as owner of the Property which is the subject matter of the Declaration of Covenants and Restrictions for Magnolia Pointe, hereby joins in and consents to the imposition of said Declaration of Covenants and Restrictions upon the Property described therein, owned by the undersigned, and further acknowledges any rights, duties, interest or obligations it may have as a Declarant under the Master Declaration, or the rights, duties, interest or obligations of Peek Properties, Inc., a Florida corporation, and, with regard to the Property, Peek Properties, Inc., is the Declarant and any reference in the Master Declaration to "Declarants" or "Declarant" shall be, with regard to the Property, deemed a reference to Peek Properties, Inc., a Florida corporation, and its permitted assigns.

Signed and delivered in our presence as witnesses:

Print Name: Tim Haines

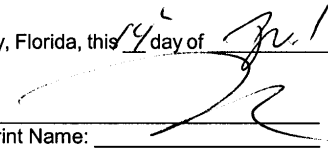
Print Name: Rosal Davitto

By: 
ALBERT B. PEEK, INDIVIDUALLY AND
AS TRUSTEE

**STATE OF FLORIDA
COUNTY OF MARION**

BEFORE ME, the undersigned authority, this day personally appeared Albert B. Peek, Individually and as 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 July, 2005.


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


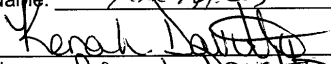
TIM HAINES
Notary Public, State of Florida
My comm. expires October 14, 2005
Comm. No. DD 46336

DECLARATION OF COVENANTS AND RESTRICTIONS
for
MAGNOLIA POINTE

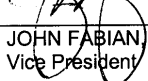
JOINDER AND CONSENT

The undersigned, J&B Developers, Inc., a Florida corporation, and OSIG Investments, Inc., a Florida corporation, Declarants under the Master Declaration, by execution hereof, hereby join in and consent to the Declaration of Covenants and Restrictions for Magnolia Pointe to which this Joinder and Consent is attached for the purpose of acknowledging any rights, duties, interest or obligations they may have as Declarants under the Master Declaration, does not extend to the Property, and that Peek Properties, Inc., a Florida corporation, is, 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 Peek Properties, Inc., a Florida corporation, and its permitted assigns.


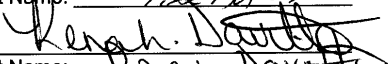
Signed and delivered in our presence as witnesses:


Print Name: Tim Haines

Print Name: Renee Davitt

J & B DEVELOPERS, INC., A FLORIDA CORPORATION

By: 
JOHN FABIAN JR.
Its: Vice President

Signed and delivered in our presence as witnesses:


Print Name: Tim Haines

Print Name: Renee Davitt

OSIG INVESTMENTS, INC., A FLORIDA CORPORATION

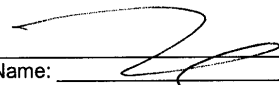
By: 
JOHN FABIAN, JR.
Its: President

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 14 day of Apr, 2005.

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

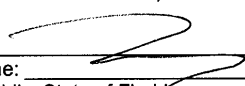

Print Name: _____
Notary Public, State of Florida
Commission Number _____
Commission Expires _____

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 14 day of Apr, 2005.

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


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