

**MAGNOLIA FOREST HOMEOWNERS
ASSOCIATION INC.**

**ARTICLES OF INCORPORATION
BY-LAWS**

**DECLARATION OF COVENANTS,
CONDITIONS,
RESTRICTIONS
AS REVISED JANUARY 24, 2019**

ARTICLES OF INCORPORATION
OF
MAGNOLIA FOREST HOMEOWNERS' ASSOCIATION

In compliance with Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is "Magnolia Forest Homeowners' Association, Inc", hereinafter called the "Association."

ARTICLE II

The principal office of the Association is located at 2573 Barrington Circle, Tallahassee, Florida 32308.

ARTICLE III

Katherine A. Fezler, whose address is 2573 Barrington Circle, Tallahassee, Florida 32308, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Area within that certain tract of property located in Gadsden County, Florida, and described in the Declaration of Covenants, Conditions and Restrictions of Magnolia Forest, hereinafter called the "Declaration," recorded or to be recorded in the Public Records, Florida, and as the same may be amended from time to time, said Declaration being incorporated herein by references, and to promote the health, safety and welfare of the residents within the property described in the Declaration, and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration.

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration.

(c) Pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(d) Acquire (by gift, purchase or otherwise), own, hold, improve, use, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(e) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members (provided, however, no such dedication or transfer shall be effective unless and until the provisions set forth in the Declaration relating to such dedication, sale or transfer have been satisfied).

(g) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that all provisions set forth in the Declaration relating to such merger, consolidation or annexation have been satisfied.

(h) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter possess.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of records to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. The Class A members shall be all owners (as defined in the Declaration), with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) Twenty (20) years from the date the Declaration is recorded; or
- (c) At such time as the Declarant under the Declaration elects to terminate the Class B membership.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The method of election of Directors shall be as stated in the By-Laws of the Association. The number of directors and directors' terms of office may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Barry W. Poole	2145 Delta Blvd., Suite 100 Tallahassee, FL 32303
Raymond K. Sheline	3268 Longleaf Road Tallahassee, FL 32303
Katherine A. Fezler	1690 Raymond Diehl Road, Suite C-6 Tallahassee, FL 32308

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, an Assistant Secretary/Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The election, term, removal and duties of the officers shall be as set forth in the By-Laws. Until the first election, Katherine A. Fezler will serve as President, Barry W. Poole will serve as Vice President, and Raymond K Sheline will serve as Secretary and Treasurer.

ARTICLE IX

BY-LAWS

The initial By-Laws for the Association shall be adopted by a vote of a majority of the members of the Board of Directors. The By-Laws may be amended or altered at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, in the manner and subject to any other conditions set forth in the By-Laws.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two thirds (2/3) of each class of members. Upon the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

1. Amendments to these Articles shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if members have been admitted, directing that it be submitted to a vote at a meeting of members, which may be either the annual meeting or a special meeting. If no members have been admitted, the amendment shall be adopted by a vote of the majority of Directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided by these Articles, the By-Laws or general law for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon, unless any class of members is entitled to vote thereon as a class in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitled to vote thereon.

2. Any number of amendments may be submitted to the members and voted upon by them at one meeting.

3. If all of the Directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles of Incorporation be adopted, then the amendment shall thereby be adopted as though subsection (1) had been satisfied.

4. The members may amend these Articles of Incorporation, without an act of the Directors, at a meeting for which notice of the changes to be made is given

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 19 day of May, 2004

Signed by Barry W. Poole, Raymond K sheline and Katherine A. Fezler
(Original signatures are on file)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19 day of May, 2004, by Barry W. Poole, who is personally known to me or who has produced _____ as identification.



K. Michelle Davis

Signature

K. Michelle Davis

Print or type name.

NOTARY PUBLIC

My commission expires:

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19 day of May, 2004, by Raymond K. Sheline, who is personally known to me or who has produced _____ as identification.



K. Michelle Davis

Signature

K. Michelle Davis

Print or type name.

NOTARY PUBLIC

My commission expires:

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19 day of May, 2004, by Katherine A. Fezler, who is personally known to me or who has produced _____ as identification.



K. Michelle Davis

Signature

K. Michelle Davis

Print or type name.

NOTARY PUBLIC

My commission expires:

**BY-LAWS
OF
MAGNOLIA FOREST HOMEOWNERS' ASSOCIATION, INC.**

(Revised June 16, 2008)

(Revisions are underlined>

ARTICLE I

Name and Location

The name of the corporation is Magnolia Forest Homeowners, Association, Inc, hereinafter referred as the "Association". The initial principal office of the Corporation shall be located at 1690 Raymond Diehl Road, Suite C-6 Tallahassee, Florida 32308. but the meetings of the members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

Definitions

"Association": Shall mean and refer to Magnolia Forest Homeowners' Association, Inc., its successors and assigns.

"Properties": Shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Magnolia Forest, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Common Area": Shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

"Lot": Shall mean and refer to each plot of land described as a lot in the Declaration of Covenants, Conditions and Restrictions of Magnolia Forest with the exception of the Common Area.

"Owner": Shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Declarant": Shall mean and refer to Raymond K. Sheline, as Trustee of the Raymond K. Sheline Revocable Trust, dated June 8, 1990, his successors and assigns.

"Declaration": Shall mean and refer to the Declaration of Covenants Conditions and Restrictions of Magnolia Forest applicable to the Properties recorded in the Public Records, of Gadsden County Florida.

"Member": Shall mean refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

Meeting of Members

Section 1: Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on an annual basis in the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2: Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3: Notice of Meetings. Written notice of each meeting of the members shall be given, by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4: Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5: Proxies. At all meetings of members, each member may vote in person or by proxy as provided in Chapters 617 and 720, Florida Statutes. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

Board of Directors -Selection and Term of Office

Section 1: Number. The affairs of the Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2: Term of Office. The President of the Association shall serve concurrent with the elected term of office as President of the Association (1 year). Two members shall serve a term of two years. Two members shall serve a term of three years. Board members shall be elected at the annual meeting of members to fill any vacancies.

Section 3: Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association in attendance at the annual meeting or a special meeting convened specifically for that purpose. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and any two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election of the Board of Directors may be by secret written ballot or other such means as the Association approves. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Notice. Notices of meetings of the Board of Directors shall be posted in a conspicuous place on the Properties at least 48 hours in advance, except in an emergency. Alternatively, notice may be given in accordance with any other method authorized in Chapter 720, Florida Statutes.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors preset at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
Powers and Duties of the Board of Directors

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

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be delinquent in excess of ninety (90) days in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, or such employees as they deem necessary, and to prescribe their duties.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed as more fully provided in the Declaration;
- (c) To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the owner personally obligated to pay the same.
- (e) To issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) To procure and maintain adequate liability and hazard insurance on property owned by the Association; and to cause all officers or employees having fiscal responsibilities to be bonded, as it may seem appropriate;
- (g) To cause the Common Area be maintained.

ARTICLE VIII

Association Officers and their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special circumstances approved by the Board or of offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President The President shall preside at all meetings of the Association or the Board of Directors; shall see that orders and resolutions of the Board are carried; shall sign all leases, mortgages, deeds, and other written instruments; and shall approve all checks and promissory notes.

Vice President The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary The Secretary shall record the votes and keep the minutes of all meetings and proceeding of the Association and the Board and of the members; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each

fiscal year; (if directed by the Board) and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meetings, and deliver a copy of each to the members.

With the approval of the Board of Directors, any of the duties outlined in this paragraph for the Secretary/Treasurer may be provided by an association manager, hired for that purpose.

ARTICLE IX Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition ,the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X Books and Records

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

ARTICLE XI Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due, shall be considered delinquent, as of the due date. If the assessment is not paid when due, the assessment shall bear interest from the date of delinquency as set forth in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same or record and/or foreclose a lien against the property. Interest, costs, filing fees and reasonable administrative fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII Indemnification

The Association shall have the power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation by reason of the fact that he is or was director, officer, employee or agent of the Association or is or was serving at the request of the Association against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be, or not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The provisions set forth in Chapters 617 and 720, Florida Statutes, shall govern and control any determination of liability of the Association for indemnification as provided for herein.

ARTICLE XIII Corporate Seal deleted

ARTICLE XIV
Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV
Miscellaneous

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

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF MAGNOLIA FOREST

Revised June 16 2008

(Revisions are underlined)

THIS DECLARATION Originally made and executed the 19 day of May, 2004 by Raymond K. Sheline, as Trustee of the Raymond K. Sheline Revocable Trust Dated June 8, 1990, whose address is 3268 Longleaf Road Tallahassee Florida. 32310 hereinafter referred to as "Declarant". are hereinafter revised as of June 16, 2008 by action of the Board of Directors

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Gadsden County, Florida, and more particularly described in "**Exhibit A**" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in **Exhibit A**" attached hereto 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, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

"Association": Shall mean and refer to Magnolia Forest Homeowner's Association, Inc. its successors and assigns.

"Owner" Shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

"Properties": Shall mean and refer to that certain real property Described in "**Exhibit A**" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Common Area" Shall mean all real property and easements (Including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area which will be owned by The Association consists of any common areas, easements, and Conservation Easements depicted on the Plat of Magnolia Forest, including but not limited to storm water management areas. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

"Lot" Shall mean and refer to each lot designated on the Plat of Magnolia Forest.

"Declarant" Shall mean and refer to Raymond K. Sheline, as Trustee of The Raymond K. Sheline Revocable Trust dated Jun 8, 1990, and his successors and assigns if such successors or assigns acquires more than one undeveloped Lot from the Declarant for the purpose of development and receives a written assignment of Declarant for the purpose of development and receives a written assignment of Declarant's rights hereunder. This shall include all designated agents and/or those with power of attorney of the Declarant, his successors and assigns.

"Plat of Magnolia Forest" Shall mean and refer to the plat of Magnolia Forest as recorded in the Public Records of Gadsden County, Florida.

"Assessment" Shall mean that sum of money initially set forth herein or hereinafter determined by the Board of Directors of the Association which shall be levied against each individual Lot Owner on a regular or special basis as set forth in these covenants, the bylaws, and the rules and regulations of the Association for the upkeep, maintenance and other duties and responsibilities of the Association.

"Association Lands": Shall mean the lands remaining as part of the properties after deleting there from the legal description for each and every individual Lot, road or street, right of way, utility easements and sidewalks and which are hereinafter acquired by the Association from Declarant or others.

"Common Expense": Shall mean the expenses incurred by the Association in the furtherance of its duties and obligations under these covenants, the Associations Articles of Incorporation and its Bylaws, Rules and Regulations..

"Common Surplus": Shall mean the excess of all receipts of the Association, including but not limited to the assessments, profit and other revenues over the amount of common expenses.

"Living unit or Dwelling": Shall mean and refer to any portion of a building situated upon the properties designated and intended for use and occupancy as a residence by a single family.

"Living Area": Shall mean and refer to those heated and/or air conditioned areas which are completely finished as a living area and which shall not include garages, carports, porches, patios, attics or storage areas.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a Right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the right to use of the Common Area and facilities by an Owner for any period during which any assessment against his Lot remains unpaid for more than ninety (90) days and for a period not to exceed sixty (60) days and for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area. (No such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, or transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.

Section 2: Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment in the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. Membership will terminate at such time as the owner no longer owns a lot subject to this declaration.

Section 2: The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Voting rights shall be temporarily suspended when and if the member is in arrears of any or all dues, fees or assessments.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in the **Class A** Membership equal the total votes outstanding in the **Class B** Membership, or

(b) Upon the expiration of twenty {20} years from the date of the recording of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association;

(1) Annual assessments or charges, and

(2) Special assessments for capital improvements, such assessments to be established and collected as hereafter provided. The annual and special assessments, together with interest, costs, and

reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3: Special Assessments for Capital Improvements. In addition to the Annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4: Notice and Quorum for Any Action Authorized Under Section 3 Above: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast at least ten percent (10%) of all the votes of each class of membership shall constitute a quorum.

Section 5: Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIII and XXIV of this Declaration, shall be fixed at a uniform rate for all Lots, subject to the provisions of Section 6 below. Assessments may be collected on an installment basis or annual basis at the discretion of The Board of Directors of the Association.

Section 6. Date of Commencement of Annual Assessments- Due Dates.

6.1: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot, except as hereinafter provided. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

6.2 : Notwithstanding anything to the contrary contained herein, as long as there is a Class B Membership the Declarant shall pay any operating expenses incurred by the Association that are attributable to the maintenance of common areas associated with said lots. The Declarant shall be excused from payment of the balance of annual assessments related to Lots owned by the Declarant. The Declarant may elect to have all Lots owned by the Declarant subject to assessments at any time. Upon such election, the Declarant's liability for operating expenses shall cease and the Lots owned by the Declarant shall be subject to assessment. As each Lot becomes subject to

assessment, the annual assessment shall be prorated according to the number of months remaining in the calendar year.

Section 7: Effect of Nonpayment of Assessments, Fines or penalties: Remedies of the Association. Any assessment, fine or penalty not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law, not to exceed eighteen percent (18%) per annum, or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or file and or foreclose a lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8: Subordination of the Lien to Mortgages: The Lien of the assessments, Fine or penalties provided for in section 7 above shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9: Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EASEMENTS AND DEDICATION

Section 1: Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest, for utility and drainage purposes over, across and under all areas depicted on the Plat of Magnolia Forest as easements and storm water management facilities. More specifically this access is provided (but not specifically limited to) to those employees and or subcontractors of Gadsden County

Section 2: Maintenance and Interference. Each easement provided for herein shall be operated and maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

Section 3: Subordination. These declarations are subordinated to the Comprehensive Plan and Land Development Code as amended, of Gadsden County, Florida. Any amendment to these declarations affecting the storm water management system, including the water management portions of the common areas, must have prior approval of Gadsden County and the local water management district, if required.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1 No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the existing landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board Of Directors of the Association (the "Architectural Committee") The initial Architectural Committee shall be Raymond K. Sheline, Barry W. Poole and Katherine A. Fezler. until such time as they are replaced by duly appointed members of the Association. With the exception of the initial members, each member of the Architectural Committee must be an Owner

Section 6.2 The Architectural Committee will schedule review meetings no more often than once a month to review any plans properly submitted . There will be no charge for initial review, however if insufficient information is provided or the documents are not in compliance, then the Committee may assess a charge for any and all additional meetings required to complete the review process unless it can be done at a subsequently scheduled meeting. If the Lot owner request a special meeting of the Committee, other than a regularly scheduled one, then a fee may be assessed by the Committee to offset the expenses incurred for such meeting . Such fee must accompany any written request for such special meeting. (See attachment D for schedule of fees currently in effect.)In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) days after the complete plans and specifications (containing all the information outlined below) have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with.

Section 6.3: All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division, or to such other location as may from time to time be designated. Two copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee.

The plans and specifications shall include, at a minimum, the following information:

- (1) Building plans showing floor plans (1/4 inch scale) and front, side and rear elevations. Show area calculations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces.
- (3) Site plan showing setbacks and location and dimensions of buildings, drives, parking areas, sidewalks, Septic Tank location and all other improvements and prepared to Gadsden County site plan checklist requirements.
- (4). Site clearing plan

(5) The contractor who will perform and be responsible for all work. Include name, address and contact information

(6) The name, address and contact information for the owner or their representative.

A form is attached as **Exhibit "C"** or is available by contacting the registered agent or committee chairman.

Section 6.4: In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no Improvement had been previously constructed

Section 6.5: The Architectural Committee shall have the right to establish certain design criteria and amend the same, from time to time. Such design criteria may be directed to only certain aspects of designs or acceptable materials and should be applied only as minimum guidelines to facilitate the review process. Materials which are of a higher quality, in the Architectural Committee's opinion, will be allowed. Full compliance with such design criteria will not establish any right to approval hereunder unless all other concerns and conditions have been addressed and met in a satisfactory manner. The following are the initial design criteria which are intended to establish minimum standards and guidelines:

- (1) Minimum four/twelve (4/12) pitch roof
- (2) Twenty (20) year shingles
- (3) Exterior siding material consisting of brick, stucco, "Hardie" siding, vinyl siding, synthetic stucco or a combination.
- (4) Concrete driveways with swale culvert and concrete inlet structures. (Typical design details are included as **Exhibit D** or are available by contacting the association)

Section 6.6: The purpose of this article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots
- (2) General quality in comparison with the existing improvements of the Lots.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography
- (5) Changes in topography.
- (6) Reasonable aesthetic considerations.

Section 6.6: The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to clearing excavation, and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris, and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

Section 6.7: Clearing The following guidelines are to be used in planning the clearing of any lot before or after construction. No live trees with a diameter of 4 inches or more measured 24 inches above existing grade are to be removed beyond the area required for building without the written approval of the Architectural Control Committee. As much native vegetation shall be maintained as is practical along the side and rear lot areas to provide a visual buffer between lots. Clearing is allowed without approval within 20 feet of the footprint of the building and including septic area, walks and drives or as is normal and reasonably required for construction access. Clear cutting of areas beyond these limitations is prohibited.

Section 6.8: :Violation; penalties Any violation of this portion, including failure to gain approval from the Architectural Control Committee will result in a penalty assessed, at an amount set by the Board of Directors. In addition, the Association will enforce its legal rights pursuant to Article IV Section 1. (See Exhibit D for the current fee schedule)

ARTICLE VII

LAND USE AND BUILDING TYPE

Section 7.1 No Lot shall be used except for the residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached, single family residence, constructed on site, together with customary outbuildings and swimming pool as approved by the Architectural Committee.

Section 7.2 Prohibited uses: No dwelling shall be used as a transient lodging facility.

Section 7.3 Leases: Leasing of any dwelling provided for herein shall be allowed with the following provisions. Such lease shall be in writing and shall be for a term not less than six (6) months. Any such tenant shall comply with all of the terms of these declarations. Nothing herein contained shall be deemed to prohibit a person having a contractual obligation to purchase a dwelling unit from taking occupancy of such dwelling unit under a lease agreement prior to the closing thereof, even though the lease agreement may be for less than six months.

ARTICLE VIII**SUBDIVISION OF LOT**

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing and the portion of the Lot remaining contains no less than 40,000 square feet. Such approval shall be in the sole discretion of the Declarant.

ARTICLE IX**DWELLING SIZE**

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 1,300 square feet for a one story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 800 square feet for a dwelling of more than one story, exclusive of open porches, patios, terraces, storage areas and garages, provided that the floor area of the entire dwelling contains at least 1,500 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed 35 feet in height.

ARTICLE X**BUILDING AND FENCE LOCATION AND SIGHT RESTRICTIONS**

Building locations shall be approved by the Architectural Committee, provided, however, no portion of any building shall be located on any Lot in accordance with Article VI of this Declaration. The detached single family residence shall face the street. No landscaping or other improvement which obstructs horizontal sight lines at elevations between two and six feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE XI**GARAGES AND CARPORTS**

Each building shall have a functional garage attached thereto or detached which shall be designed to accommodate the parking of at least one (1) automobile. The entrance to the garage shall face to a side Lot line or a rear Lot line. The layout of all detached and attached garages shall be approved by the Architectural Committee.

ARTICLE XII**NUISANCES AND COMPLIANCE WITH LAWS**

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet and peaceful enjoyment of each individual lot owner or which shall in any way increase the rate of insurance for the properties. All Lots, and the use thereof, shall be subject to all applicable laws, ordinances, regulations and development orders of the local governmental authorities applicable to the Properties including, without limitation, all terms and conditions of the Plat of Magnolia Forest and the preliminary plat of Magnolia Forest.

ARTICLE XIII**TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. Temporary structures such as office trailers or storage buildings will be permitted during construction and remodeling, and shall be removed within five days of completion of the work.

ARTICLE XIV**SIGNS**

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign of not more than five (5) square feet to advertise the sale of the Lot. Such signs shall be placed within the property boundary. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free standing post or sign holder. One professionally made sign shall be allowed at each entry to the project identifying the name of the Property.

ARTICLE XV**ANIMALS AND CROPS**

Section 15.1: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the owners of pets shall be responsible for removing from Lots and easement and common areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VI of this Declaration. All pets shall at all times be: confined within the Owner's dwelling or

Lot; or securely on a leash. Each Owner shall be responsible for preventing the Owner's pets from causing excessive noise that unreasonably disturbs other Owners.

Section 15.2: There shall be no planting or maintenance of crops, vegetables or ornamental plants except for landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

ARTICLE XVI

RADIO AND TELEVISION ANTENNA, FENCING AND TANKS

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Architectural Committee. No fence shall be located on any Lot unless the installation, color and design of the fencing have been approved by the Architectural Committee. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee.

ARTICLE XVII

MAILBOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties. Community mail receptacles have been provided.

ARTICLE XVIII

EXTERIOR MAINTENANCE

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, and the exterior of the building located on the Lot in a neat and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than thirty (30) day's notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within thirty (30) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorney's fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this Section, the Association's agents and employees shall have the right, and after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE XIX

BOAT S, TRAILERS, RECREATIONAL VEHICLES AND ACTIVITIES

Section 19.1: No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot except within an enclosed garage or to the side or rear of a dwelling on a Lot in a manner which prevents any view from the street.

Section 19.2: The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

ARTICLE XX

ACCESS TO OTHER PROPERTY AND TO U.S. HIGHWAY 90

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Lots owned by the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable. No Lot shall have direct, physical access to U.S. Highway 90.

ARTICLE XXI

VEHICLES PROHIBITED

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, Off-road motorcycles, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation and provided further nothing contained herein shall prevent the use of a motorized vehicle over public roadways provided such vehicles are operated in accordance with all applicable laws, rules and regulations.

ARTICLE XXII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

ARTICLE XXIII

CONSERVATION AREAS

Any portion of any Lot depicted on the Plat of Magnolia Forest as a Conservation Area shall remain undisturbed and used only for passive recreation. There shall be no clearing, grading, construction of buildings, roads or other improvements, dumping, or other activities or alterations to the depicted Conservation Areas. The removal of invasive or exotic plant material, removal of felled trees and removal of debris will be allowed in the Conservation Area.

ARTICLE XXIV

SEPTIC TANKS AND SANITARY SEWER

Each septic tank placed on a Lot shall be pumped-out after every five (5) years of use. The Association may include the anticipated cost of such pump-outs in the annual budget and include in annual assessments to cover such costs. In such event the Association, through its contractors, shall have the right to enter each Lot, after reasonable notice to the Owner, and provide such pump-out service. In the event the amounts collected by the Association for such pump-out service through assessments against a Lot are not sufficient to cover the cost of the pump-out service, the Owner of the Lot shall, within thirty (30) days after written demand, pay to the Association the difference in the amount collected by the Association and attributable to the Lot and the cost of the pump-out service for the Lot. The Owner shall be responsible for making any and all repairs and replacements required to the Owner's septic tank(s) and drain field(s) to insure the proper functioning of such improvements. All improvements constructed on a Lot shall be designed and constructed to reasonably accommodate future connection to a public sanitary sewer system if and when such system becomes available. In the event such public sanitary sewer system becomes available, all dwellings shall be connected to the system as required by the local governmental authority. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than thirty (30) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within thirty (30) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorney's fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this Section, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE XXV

GENERAL PROVISIONS

Section 1.1 Enforcement: The Association, 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 provision of this Declaration. The failure of the Association or 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 1.2 Penalties: Any violation of these covenants may result in a fine or penalty being assessed against the Lot at the Associations discretion. in accordance with Article IV Section 7

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation: (a) Additional residential property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; and (b) additional residential property and common areas within the Property described in "Exhibit B" attached hereto may be annexed by the Declarant without the consent of members. Any such

annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each Lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (25) 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 amended during the first twenty (20) year period by an instrument approved by not less than a majority of members in attendance at any meeting of the Association or Board of Directors. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

CERTIFICATION

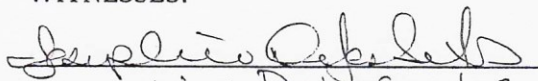
I, the undersigned, do hereby certify:

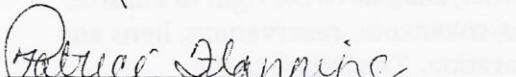
THAT I am the duly elected President and acting Secretary of the Magnolia Forest Homeowner's Association, Inc. a Florida non-profit corporation, and

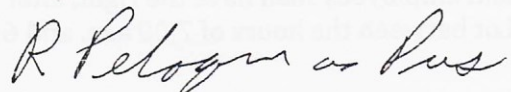
THAT the foregoing Revised Covenants constitute the entire revisions to the original Covenants as duly adopted at a meeting of the Board of Directors thereof, held on the 16th day of June 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14th day of August 2008

WITNESSES:


Josephine Delossantos


Patrice Flanning


Robert E. Peloquin as President

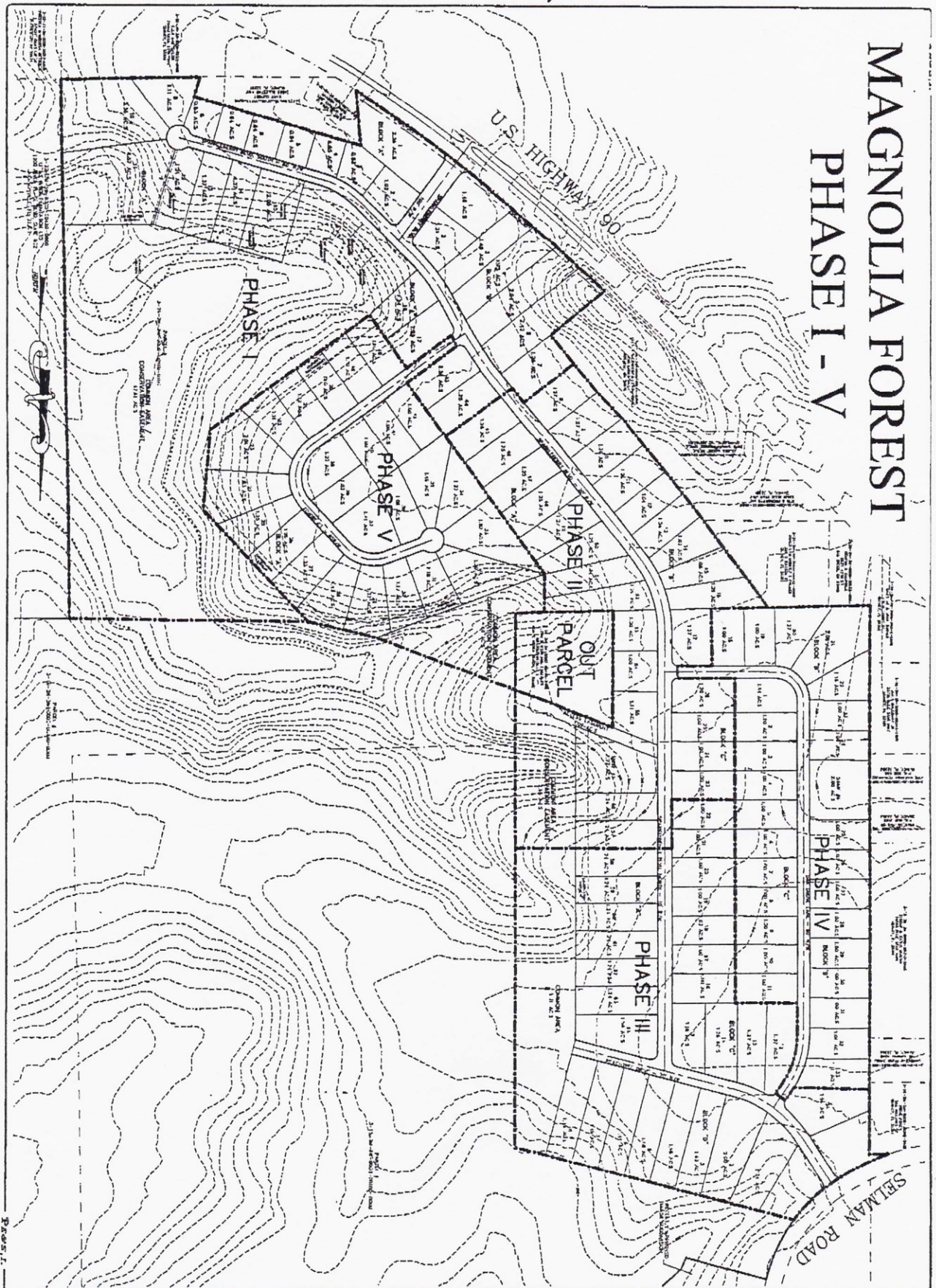


State of Florida, County of Gadsden. The forgoing instrument was acknowledged before me this 14 day of August, 2008, by Robert E. Peloquin. He produced a Florida Drivers License

ADL P-425-765-45-178-0 as identification.



PHASE I - V



Magnolia Forest Homeowners Association
2573 Barrington Circle
Tallahassee FL. 32308

ARCHITECTURAL REVIEW CHECK LIST

OWNER NAME AND ADDRESS- CONTACT INFO

BUILDER NAME, ADDRESS, CONTACT INFO.

LOT NO. _____

MINIMUM REQUIREMENTS

LIVING AREA (1300 SF 1 STORY-1500 SF 2 STORY) _____

ROOF PITCH (4/12 MIN) _____

EXTERIOR FINISH AND COLOR:

FRONT: _____

SIDES: _____

REAR: _____

ROOFING MATERIAL AND COLOR: _____

GARAGE ENTRY (SIDE OR REAR) _____

SITE PLAN WITH SEPTIC LOCATION

CLEARING AND LANDSCAPE PLAN

(Appendix C to Covenants)

ADDENDUMS to MAGNOLIA FOREST BY-LAWS for the ANNUAL MEETING on DECEMBER 29, 2016.

The addendums below were all passed unanimously at the 2016 annual meeting of the Magnolia Forest HOA

Addendum to Section 6.1

Solar collectors on pitched roofs must lie flat on the roof and be placed so that the edges are parallel with and perpendicular to the roof ridge and edges. No part of the installation may be visible above the ridge line. Support brackets, collector frames and exposed pipes should be painted the roof color and any pipes, wires and control devices should be concealed. Collectors located on the side of a building or on the ground must be harmoniously integrated with the building or the topography. Collectors placed on roofs shall be located so they cannot be seen from nearby properties. Large solar arrays designed to provide the primary heating source for a building should appear to be integral with the building.

Addendum to Section 7.1 Land Use and Building Type

Type of house: All building plans and specifications, including landscaping plans, showing the nature, kind, shape, heights, materials, and location must be submitted to and approved in writing as to consistency with the building guidelines and harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have absolute and exclusive right to refuse any such building plans and specifications, site grading and landscape plans, which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, connected with community standards or future development plans of the developer of said lands or contiguous lands. **Only site-built houses will be approved. Mobile and manufactured houses are not permitted in Magnolia Forest.**

Addendum to Section 7.1 Land Use and Building Type

Magnolia Forest Pool Regulations (Based on FL515.21 Residential Swimming Pool Safety Act)

"Swimming pool" means any structure, located in a residential area, that is intended for swimming or recreational bathing and contains water over 24 inches deep, including, but not limited to, in-ground, aboveground, and on-ground swimming pools; hot tubs; and non-portable spas.

Pools should not be readily visible from the street. All in ground pools must have a certificate of inspection and follow the Residential Swimming pool Safety act which is heightened below. Barriers / Fences for pools must meet FL515.29 Residential swimming pool barrier requirements and be approved by the Architectural Committee.

Addendum to Article XIV: Signs (House Numbers)

House numbers must be legible and between three (3) and six (6) inches high, simply designed in an appropriate scale and of "professional quality." They should be placed to read left to right with Arabic numerals. The material and color shall be compatible with the architectural style of the residence to which they will be attached and must be submitted with the site plan.

Addendum to Article XVI: Radio and Television Antenna, Fencing and Tanks

Magnolia Forest Guidelines for Fences

No fences or walls are permitted in the front of the residency. Only natural plant type fencing is permitted around the perimeter of the property, material type fences or walls of any kind are not permitted.

Fencing within the property lines may be permitted for dog cages, gardens, child play area, swimming pool barrier. These enclosed areas must be of minimal visibility from the street.

All enclosures must be specifically approved in writing by the ACC before installation (ACC Post-Construction Architectural Approval Form).

Addendum XXII: Garbage and Refuse Disposal

Magnolia Forest Landscape Maintenance and Trash/Garbage Removal

The Owner/Occupant of the property is responsible for: 1) maintaining the landscape of the property – grass, scrubs, vegetation, trees, and flowers, 2) removal of all garbage and trash and 3) garbage and trash cans must be stored in the back or side of the house and not be visible from the street.

- Waste Pro handles the garbage collection in this subdivision. Residents need to apply to the following:
- Bulk waste consists of household goods such as couches, chairs, mattresses, tables, and appliances. These will be handled on an on call basis by Gadsden County. To schedule a pickup please call our office at (850) 875-8672 to set up collection of bulk items.
- Yard debris is picked up one (1) time per week (currently on Friday). Yard debris such as limbs can be placed in piles no larger the 6 ft. in length, 4 ft. high, and 4 ft. wide. Loose yard debris such as grass clippings or leaves can be placed in customer provided reusable containers, paper bags or plastic bags. Please do not place yard debris for collection next to a mailbox, utility pole or close to a fence.
- Household Hazardous Waste is accepted on Thursdays from 9:00 a.m. - 1:00 p.m. at The Public Works Department located at 1284 High Bridge Road in Quincy, FL. For questions regarding Household Hazardous Waste, call (850) 627-5334 or 510-7784. Accepted items include: Used Oil; Antifreeze; Batteries; Used Tires; Gas; Fluorescent Lamps; Mercury Devices; Paint; Pesticides, TVs, computer monitors, printers, scanners, calculators, phones, answering machines, digital/video cameras, VCRs, DVD players, MP3 and CD players

CERTIFICATION

I, the undersigned, do here by certify:

THAT I am the duly elected President of the Magnolia Forest Homeowner's Association, Inc., a Florida non-profit corporation, and

THAT the foregoing Revised Convents constitute the entire revision to the original Covenants as duly adopted at the meeting of the Board of Directors thereof, held on the 2nd day of February 2017.

Gerard Gorniak Date: 3/30/17

Gerard Gorniak

WITNESS:

Charles W Hill

State of Florida, County of Gadsden. The foregoing instrument was acknowledged before me this 30th day of March 2017

He produced a Florida Driver's License: G652-280-49-143-0



(Appendix E – Addendum to Section 6.3)

This Form is to be used for property changes, improvements and additions to existing property and houses. Appendix C is to be used for Pre-Construction and Rebuilding approval.

**MAGNOLIA FOREST
ARCHITECTURAL CONTROL COMMITTEE
POST CONSTRUCTION REQUEST FORM**

Please complete this form and mail to: Magnolia Forest HOA, PO Box 6, Quincy, FL. 32351. Thank you!

Name: _____ Date Submitted _____

Address: _____ Phone # _____

_____ E-mail: _____

Request: _____ Fence, _____ Pen, _____ Pool, _____ Deck, _____ Roof, _____ House Additions, _____
Driveway Modification, _____ Storage Shed, _____ Other Exterior Structures, _____ Changes in House
Color, Windows, Doors, _____ Major Landscape Changes (Retaining Walls, Excessive Tree Removals,
Garden Enclosures)

Reason for request: _____

Request Details: (Please include description of materials to be used, and attach a site plan or survey of your property, showing setbacks and the footprint of your home, identifying the location of the request.)

I agree to comply with the Magnolia Forest ACC requirements set forth in the covenants, and Building Guidelines and Procedures.

Signature: _____ Date: _____

REMINDERS:

1. The ACC shall respond in writing to all submissions proposed.
2. The ACC will adhere to the normal timeline for approval. The committee will not be rushed because the property owner has already begun a project prior to submitting the request to the committee first. No verbal approvals are given.
3. No work may begin until final ACC approval is given.

ACC request form revised effective February, 2017

Approval Signature: _____ Date: _____

To be kept in Property File

**ADDENDUMS to MAGNOLIA FOREST BY-LAWS for the ANNUAL MEETING on
DECEMBER 27, 2018.**

**The addendums below were all passed unanimously at the 2018 annual meeting
of the Magnolia Forest HOA**

**Addendum to Sec 6.7 Clearing – Change Line 2: No live trees 4 inches- 8 inches
or more measured 24 inches above the existing grade are to be removed beyond
the area for building without written approval of the Architectural Control
Committee**

**Addendum to Sec 6.6 Add: A construction site must always be kept free of debris
and a construction dumpster must be at the site at the start of the framing of the
house. The dumpster and no other construction equipment or materials or porta
potties are to block a sideway or area between the drainage ditch and the street.**

**The addendum below was requested by a majority of the members at the 2019
Annual HOA meeting.**

Addendum to Article VI: Voting Rights:

**VOTING RIGHTS. The full payment of the annual dues will entitle each lot or home
to one “voting interest” in all Association elections. A member of the association
must be in good standing, which means the homeowner must be current on all
fees and dues, and not in violation, to vote on any issues presented for a vote by
the Magnolia Forest Homeowners Association (MFHOA) Executive Board. The
MFHOA Executive Board has the authority to suspend voting rights for any
homeowner not having paid any assessments or fees owed to the Association.
No member shall be eligible to vote, either in person or by proxy, or to be elected
to the MFHOA Executive Board, who is shown to be more than thirty (30) days
delinquent in any payment due the Association.**

**At all meetings of the MFHOA Executive Board or MFHOA members, each
member may vote in person or by' proxy. All proxies shall be in writing and filed
with the secretary. Every proxy shall be revocable and shall automatically cease
upon notification by the HOA member.**

**The association may conduct elections and other membership votes through an
online voting system if a member consents, in writing, to online voting. A
member's consent to online voting is valid until the member opts out of online
voting.**

**Article XVI Radio and Television Antennas, Fencing and Tanks: Add - Gas tanks
used to power an external home generator maybe be enclosed so the tank is not
visible from the street.**

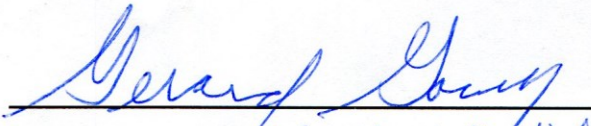
Gas Tanks and gas tank storage areas shall be installed at a location approved by the Magnolia Forest Architectural Control Committee. An approved residential gas tank placed above ground shall not be visible from the street(s) and shall be enclosed in a manner approved by the Committee. An underground gas tank must be installed by certified technicians, following all required federal regulations, with no part of the gas tank being visible from the street(s).

Certification

I, the undersigned, do hereby certify:

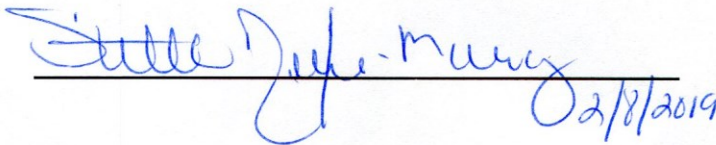
THAT I am the duly elected President of the Magnolia Forest Homeowner's Association, Inc, a Florida not for profit corporation, and

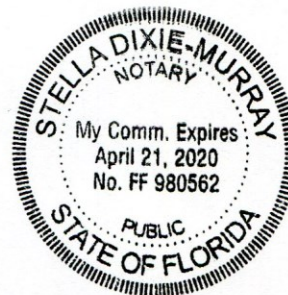
THAT the foregoing Revised Convents constitute a revision to the original Covenants as duly adopted at the meting of the Board of Directors, thereof on the 24 day of January 2019.


Gerard Gorniak 6652-280-49-143-0

Date: 2/8/19

WITNESS:


2/8/2019



State of Florida, County of Gadsden, the foregoing instrument was acknowledge before me this

2/8/2019

He produced a Florida Divers License: EID # 6652 280-49-143-0

Magnolia Forest Homeowners Association

2573 Barrington Circle
Tallahassee FL. 32308

Appendix D to Covenants
June 16, 2008

FEES AND PENALTIES

Failure to submit Architectural plans for review prior to clearing.
\$1000

Commencement of construction without Architectural approval.
\$1500

Failure to submit Architectural plans after notification of violation.
\$1500

Failure to correct violation of covenant after first notification.
\$100

Failure to correct violation of covenant after second notification.
As determined by Board of Directors.

Request special, non scheduled Arch review meeting. Must accompany
written request for meeting.
\$500

Failure to pay homeowners association dues by June 30 of the year these
dues are due:

\$100 per year plus accrued interest