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FOURTH AMENDMENT TO AND RESTATEMENT OF THE
DECLARATION OF COVENANTS AND RESTRICTIONS
MAGNOLIA PLACE HOMEOWNER'S ASSOCIATION

ARTICLE I

DEFINITIONS

The following words when used herein shall have the following meanings:

A: "Association" shall mean and refer to a non-profit Florida Corporation,
MAGNOLIA PLACE COMMUNITY ASSOCIATION which shall be an association of
property owners.

B: "The properties" shall mean and refer to the property and all additions thereto as
provided for herein.

C: "Common property" shall mean those areas shown on any recorded subdivision plat
of the properties intended to be devoted to the common use and enjoyment of the owners of the
properties, including roads.


D: "Lot" shall mean and refer to any parcel of land shown on any plat with the exception
of common properties.

E: "Owner" shall mean the fee simple owner of title to any lot.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS
THERE TO

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Sebring, Florida
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Section 1. Existing property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described on "Exhibit A" attached hereto.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Every person or entity which is the fee simple owner of record with the rights, duties, responsibilities, voting privileges and other incidents of ownership being set forth in detail in the by-laws of Articles of Incorporation or the by-laws of the Association, each owner shall be entitled to one vote for each lot upon which a house has been constructed and one half a vote for lots within Magnolia Place upon which no house has been built.

ARTICLE IV

PROPERTIES' RIGHTS

Every Member shall have a right of easement of enjoyment in and to all of the common properties, which shall be appurtenant to and pass with the title to every lot.

A nonexclusive and perpetual right of ingress and egress over and across all Community Roads (and across all sidewalks, walkways, and paths within or adjacent thereto) is hereby granted to all Owners and their respective guests, invitees, tenants and domestic help; holders of liens on any Parcel and the following persons while in pursuit of their duties: United States mail carriers and other delivery services; representatives of fire, police, and sheriff's departments and other necessary municipal county, special district, state and federal agencies and health, pollution control and emergency service personnel.

In the event the Association or any successor organization shall fail to maintain the Community Common areas in reasonable order and condition, Sun n Lakes shall have the right, but not the obligation, to enter the Community for the purpose of maintaining the Community Common Areas. All expenses incurred by Sun n Lakes in maintaining the Community Common Areas shall be assessed pro rata against the Assessable parcels and shall be payable by the owners of

such parcels within 60 days after receipt of a statement therefor. If any owner fails to pay such assessments within such 60 day period, the assessment shall become a lien on such Owner's

parcel. The rights of Sun n Lakes contained in this Article IV shall be in addition to any other

rights Sun n Lakes may have in regulating the operation and development of the community, but shall also be subject to any applicable judicial or legislative restrictions,

ARTICLE V

MAINTENANCE & ASSESSMENTS

The Association shall have the duty and responsibility to do the following:

A. To maintain the entrance landscaping including lawn, palm trees, magnolia trees, shrubbery along the entrance wall, the guard house, the entrance wall, signs and the areas around the cul-de-sacs at the end of Sugar Bay and Friars Cove streets and entrance signs.

B: To maintain gates in working order, at both the Magnolia Place entrance and at the Cecelia Avenue exit.

C: To maintain all private roads within the properties.

D. To do such other things and take such other actions as may reasonably be required to promote the health, safety and welfare of the residents

E. Approval for expenses: The Association shall not incur and the Association Expenses shall not include, any expense for the services of any architect, engineer, contractor or other consultant engaged by the Association to evaluate or render an opinion on, the condition or quality of, or conformity to any plans and specifications or governmental laws the condition of such improvements poses a patent, immediate and substantial threat to the safety of the owners. Such expense is approved by voting members representing at least seventy five (75%) of the Association's membership voting rights, as determined pursuant to Article III. This Article V, E shall not be amended unless such amendment is approved by the percentage of votes and pursuant to the same procedures necessary to approve any such expense as provided above.

F. To accomplish any or all of the foregoing, the Association may assess each owner an amount, determined by the Board of Directors, and all owners of lots within Magnolia Place shall be obligated to pay a proportionate share of the cost of the foregoing services and other

charges or fees otherwise provided for in the Articles of Incorporation or by-laws or the association, whether or not the obligation to make such payment is specifically expressed in any deed or other conveyance of the title to such lot.

G. The delineation of services described above is merely an expression of the general types of services to be provided, and any cost reasonably incurred shall be assessed equally against the owners. The method of assessment and creation and enforcement of assessments and liens shall be specifically provided for in the by-laws of the Association: provided, however, that the association shall have and is hereby given a lien on each lot and living unit for the amount of any unpaid assessment, with interest thereon of nine percent (9%) per annum from the date the same is past due until paid, and the lien may be enforced in the same manner as a mortgage thereon may be foreclosed; provided however that any lien created pursuant to this Declaration of Covenants and Restrictions or the By-laws of the Association shall not exist until the same is recorded in the Public Records of Highlands County, Florida, making specified references to this Declaration.

I. Each owner agrees to pay court costs and reasonable attorney's fees incurred by the Association in enforcing the provisions hereof against the owner

J. Priority of Law. It is the intent hereof that the Assessment lien against each parcel shall be subordinate and inferior only to the lien of taxes and special assessments levied by county of Highlands and other governmental bodies and to the lien of any mortgage upon such Parcel given to an Institutional Mortgagee prior to the recording of a claim of lien such parcel given to an institutional mortgagee prior to the recoding of a claim of lien; provided however that such subordination shall not apply to assessments which become due and payable after a sale or transfer of the parcel pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of any mortgage upon county of Highlands, Sun n Lakes and other governmental bodies.

ARTICLE VI

PLANS AND SPECIFICATIONS APPROVAL

Prior to obtaining a building permit and starting construction on any lot, the plans and specifications must be submitted to the Association Architecture Committee or its duly authorized agent in order to determine compliance with Article XIV (Minimum Size of Residence).

It will also be the responsibility of the Architecture Committee to monitor the exterior appearance of homes and lots and to advise residents on necessary steps to be taken to assure that their property does not detract from the overall appearance and property values of Magnolia Place residences.

ARTICLE VII

OFF STREET PARKING

No vehicle of any kind, including automobiles, trucks, travel trailers, motor homes, boats, boat trailers and utility trailers shall be parked on any street or road deemed common property hereunder.

No vehicle otherwise permitted to be maintained on residential property under this Declaration of Covenants and Restrictions shall be parked or kept on the lawn of any residence or on any vacant lot. Vehicle parking is restricted to homeowners' driveways and garages. This prohibition shall not apply to social invitees on an occasional basis not to exceed once per month or to persons to whom the Board of Directors has given permission in advance for such parking for social events exceeding one per month.

ARTICLE VIII

NUISANCES AND REMOVAL THEREOF

The association shall have the right, power and duty to establish rules and regulations for the maintenance of the lots within Magnolia Place. It is the intention of the parties that no trash or refuse be allowed, or suffered to remain, anywhere within Magnolia Place or on the lands or individual lots, and that such lands shall be kept free of such conditions and in a clean and tidy condition, and free of conditions obnoxious to the eye or emitting foul or obnoxious odors, and that all structures and improvements built on such lands, and appurtenant thereto, be kept in good condition, repair and appearance by the party for whose benefit the same is maintained. Furthermore outside clotheslines and hanging of laundry thereon is not permitted. Similarly, no lot shall be used in such a manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties. Nor shall any sign other than standard

"For Sale" signs, be erected on any lot without prior approval of the Magnolia Place Community Association Board of Directors. Said for sale signs shall be removed by the owner within fifteen (15) days after settlement of a sale.

ARTICLE IX

GARBAGE AND TRASH REMOVAL

No garbage, refuse or rubbish shall be kept on any lot. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property or common areas, including the golf course.

ARTICLE X

LIVESTOCK POULTRY AND ANIMALS

No livestock, poultry or animals of any kind may be kept on any lot, except domestic household pets. Domestic animals may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are so kept as not to be an annoyance or nuisance to the neighborhood. Not more than two (2) dogs may be kept at one residence. Dogs must be kept secured on your property or on a leash when they are off your property. It shall be the responsibility of animal owners to clean up any waste from their animals when such occurs off their property

ARTICLE XI

USE RESTRICTIONS

All of the lands subject to the provisions hereof shall be used only for single family residential uses, only one residence may be built on one lot except where lots are platted and designated as duplex lots. Lots designated as duplex lots may have a single structure with two separate residences with separate entrances and exits. No commercial building shall be erected, nor shall any building be used for commercial purposes. No trailer, tent, shack or other outbuilding shall be erected on any lot within Magnolia Place.

**ARTICLE XII
TRUCKS AND HEAVY EQUIPMENT**

No truck or other commercial vehicle larger than a three-quarter ton pickup shall be kept upon the properties, nor shall a recreation vehicle be kept upon the properties unenclosed, nor shall any boat, boat trailer or utility trailer of any size be kept unenclosed upon the properties. No commercial equipment, road graders, bulldozers, or other heavy equipment shall be kept, stored, or allowed within Magnolia Place except that equipment needed to build and maintain roads and to make other improvements as deemed necessary by the Association. Motor homes may be parked in a residence's driveway for the purpose of preparing for a trip for a maximum of seventy two (72) hours.

ARTICLE XIII

SUBDIVIDING

No lot shall be subdivided, nor shall any portion of a lot less than the whole thereof be sold or transferred to any person, unless the entire lot shall be utilized to enlarge the adjacent lot.

ARTICLE XIV

MINIMUM SIZE OF RESIDENCE

Houses built on lots adjacent to any golf course property, shall have a minimum of two thousand two hundred (2,200) square feet of air-conditioned living area. All single-family homes not adjacent to the golf course shall have a minimum of two thousand (2,000) square feet of air-conditioned living area. All duplex units shall have a minimum of one thousand eight hundred and eighty five (1,885) square feet of air conditioned living area. All homes regardless of whether they are adjacent to any golf course property shall have a fully enclosed garage area sufficient to contain at least two (2) vehicles. This area shall not be included in the square footage required above even if air conditioned.

ARTICLE XV

PERMANENT EASEMENT

Notwithstanding that the roads within the Magnolia Place subject to this agreement may be developed, kept and maintained as private roads and drives, a permanent and irrevocable easement and right of way over and across said roads is given and granted to any utility which shall by law, have the right or obligation to provide utility services to Magnolia Place properties, to install, repair, and maintain their utility lines within the right of way of any such road, and the easements herein referred to shall continue in perpetuity, notwithstanding any of the provisions of this agreement regarding termination of the provisions thereof.

ARTICLE XVI

HOMEOWNERS ASSOCIATION

For the purpose of maintaining roads, traffic control, landscaping within the roadway areas, security control, waste services, and all common community services of every kind and nature required or desired within the lands described herein for the general use and benefit of all lot Owners each and every one of them by acceptance of a deed or a contract for any such property, agrees to, and shall be a member of, and subject to the obligations and duly acknowledged by-laws or rules of the Association.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Duration : The covenants and restrictions of this declaration shall run with and bind with the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of twenty five (25) years. The same shall continue in effect,

unless prior to expiration of such period. There shall be recorded in the Public Records of Highlands County, Florida, by the Association pursuant to an affirmative vote of a majority of its members, a certificate of cancellation and revocation of the same.

Section 2: Amendment. These Declarations may be amended by the joint action, evidenced by a duly executed and recorded instrument of the Association, executed by its President (or Vice President) and its Secretary, acting by a majority vote of its members, provided, however,

that any such amendment shall not affect the lien of any mortgage then encumbering part of the subject land, nor shall any such amendment be binding upon or enforceable against any mortgagee acquiring title to the land as a result of foreclosure, or the successors, assignees or grantees of any such mortgage, unless such mortgagee shall join in the amendment.

Section 3: Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 4: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation, or to recover damages, and against the land to enforce any lien created by these covenants. In addition to the foregoing right, the Association shall have the right, after giving 30 days' written notice of any violation to the violating party, said notice to be effective upon mailing, to enter upon any property whenever there shall have been built on such property subject to these restriction, any structure which is in violation hereof, or upon which any violation of these restrictions may exist or be permitted to exist, and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass, and the cost thereof shall be a lien in favor of the Association, imposed and enforceable as provided in article V.

As an alternative, the Association shall have the right to assess fines of up to \$100.00 for Each violation for every day the violation is not corrected. The total fine cannot exceed \$1,000.00 for each violation. If the violating party objects to the fine, the violating party will have 14 days to request a hearing before an independent three member committee appointed by the Board. If the committee fails to approve the fine, then it may not be imposed. If the violating party does not request a hearing before the committee, the fine(s) will be effective 14 days from the date of the notice that details the violations and fines. The fines can become a lien on the property in favor of the Association, imposed and enforceable as provided in article V.

The failure by the Association to enforce any restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

The association shall be entitled to reimbursement from the owner for its reasonable and necessary costs, including attorney's fees, incurred in enforcing these covenants and restrictions.

Section 5: Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force.

Section 6: Restrictions against satellite dish television antennas. No individual satellite dish television antennas larger than 24 inches in diameter are permitted on any of the lots subject to the restrictions herein. Exception to this restriction may be obtained with the written approval of the Board of Directors.

Section 7: Sodding. All improved lots must be completely and continuously sodded from the edge of the pavement to the rear of the house, excepting only driveways, walkways and landscaped areas.

Section 8: Above ground swimming pools. No above ground swimming pools are permitted.

Section 9: Boundary fences are not allowed. Hedges (except for privacy hedges around swimming pools) shall not exceed four and a half (4 ½) feet in height and in no case shall be placed in such a way that they would present a traffic hazard such as a blind spot.

ARTICLE XVIII

CONSTRUCTION

All Association approved construction on any lot must be completed within 12 months from the date of Board Approval, date of permit or notice of commencement whichever is earlier. Any construction which has been under way for 12 months as of the effective date of these restrictions must be completed within 90 days.

ARTICLE XIX

GARAGE AND ESTATE SALES

Garage Sales and Estate Sales by owners or lawful residents of Magnolia Place are prohibited except such sales for Magnolia Place Community Association organizations and others that obtain approval of the Magnolia Place Community Board of Directors.

ARTICLE XX
ASSESSMENTS

An annual homeowner's assessment, payable by all owners of lots within Magnolia Place will be determined and assessed by the Board of Directors. Owners of undeveloped lots will be required to pay 50% of the assessment on developed lots.

MAGNOLIA PLACE COMMUNITY ASSOCIATION

By: Robert J Steele

Robert J Steele, MD, President

ATTEST Estelle Powers
Estelle Powers, Secretary

WITNESS Christina Allison Lee

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 4th day of Feb. 2016, by ROBERT J. STEELE, president and Estelle Powers, Secretary of Magnolia Place Community Association, Inc., a Non-Profit Florida Corporation, on behalf of the corporation. They have produced drivers license as identification.

MY COMMISSION EXPIRES

12/21/16

NOTARY PUBLIC, State of Florida

Allison Lee

