

Rebecca L. Norris
Clerk of the Circuit Court
Gulf County

1000 Cecil G. Costin,Sr. Boulevard
Port St. Joe, FL 32456

Official Records Receipt
Recording

Username: carla

Changed By: carla

Receipt#:	164958	Payee Name: CLAYTON STUDSTILL LAW FIRM
Receipt Date:	07/31/2020	

Instrument(s): 202023004582-BK698/PG807-812-RESTRICTIONS

Details

BCC July 1st	\$12.00
FACC July 1st	\$0.60
Indexing	\$0.00
Postage	\$0.00
PRMTF July 1st	\$11.40
Recording	\$25.00
Records Trust	\$3.50

Receipt Total:	\$52.50
Amount Tendered:	\$52.50
Overage:	\$0.00

Check	\$52.50	2635
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Amount Paid:	\$52.50
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FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
MAGNOLIA BLUFF SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

The Declaration of Covenants, Conditions and Restrictions of Magnolia Bluff Subdivision Homeowners Association, Inc., (the "Association"), a Florida not for profit corporation, is hereby amended by action of the Association in accordance with the powers reserved to the Association as set forth herein on this the 22 day of July 2020.

WITNESSETH

WHEREAS, Magnolia Bluff Subdivision Homeowners Association, Inc., was first constituted via an Original Declaration of Covenants, Conditions and Restrictions recorded at Book 331, Pages 763-775 of the Public Records of Gulf County, Florida (the "CCRs"); and

WHEREAS, Magnolia Bluff Subdivision Homeowners Association, Inc., is further governed by its Articles of Incorporation, recorded at Book 332, Pages 929-936 of the Public Records of Gulf County, Florida (the "Articles"); and

WHEREAS, Magnolia Bluff Subdivision Homeowners Association, Inc., is further governed by its Bylaws, recorded at Book 331, Pages 776-778 of the Public Records of Gulf County, Florida (the "Bylaws"); and

WHEREAS, the Association convened properly noticed meetings on January 17, 2020 and April 18, 2020; and

WHEREAS, at the two meetings referenced in the preceding paragraph, the Association adopted the amendments set forth hereinbelow to the CCRs.

Section 1 – Purpose, Intent, and Background

The Magnolia Bluff Subdivision Homeowners Association, Inc., is a non-profit association comprised of the owners of lots in the Magnolia Bluff subdivision located in Gulf, County, Florida, as set forth generally in the Articles and specifically in Article II, Section 1 of the CCRs (the "Membership"). On January 17, 2020, the Membership of the Association held a properly noticed meeting and voted to amend the CCRs in accordance with the terms of the Articles, Bylaws, and CCRs. On April 18, 2020, the Membership of the Association again held a properly noticed meeting and voted to ratify the decisions made at the January 17, 2020 meeting, and to further amend the CCRs as specified hereinbelow.

Section 2 - Amendments to certain enumerated CCRs adopted by the Association

The Association hereby amends the following enumerated CCRs as follows:

Article I - No Change
Article II - No Change
Article III - No Change
Article IV - No Change
Article V - No Change
Article VI - No Change

ARTICLE VII ARCHITECTURAL CONTROL

Section 1 Architectural Review. No building, wall, fence, swimming pool, or other structure or facility of any kind or nature, subject to the provisions and restrictions set forth in Article VIII, shall be commenced, erected or maintained upon the property nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefore showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of the external design and location, with the surrounding structure and topography, by the association's architectural review board. This paragraph shall not apply to any property utilized by any private or public utility in furtherance of providing utility transmission. The architectural review board shall be composed of the Declarant until such time as the Declarant no longer owns a Lot within the subdivision.

Section 2. Procedure. Plans to be submitted for approval to the Architectural Review Board shall include:

- a. The construction plans and specifications, including all proposed landscaping.
- b. An elevation plan or rendering of all proposed improvements
- c. Such other items as the Architectural Review Board may deem appropriate.

The Architectural Review Board shall indicate any approval or disapproval of the matters required to be acted upon by them, in writing and served upon the owner personally or by certified mail, indicating the proposed building or structure and the reason for any disapproval. If the Architectural Review Board fails or refuses to approve or disapprove plans within thirty (30) days after submission of all requested plans and specifications, then it shall be conclusively presumed that the plans as submitted to the Architectural Review Board have been approved.

ARTICLE VIII USE AND DEVELOPMENT RESTRICTIONS

Section 1 Lot Resubdivision. No residential lot shall be further divided or separated into smaller lots by any order without the consent of the Declarant.

Section 2 Residential Use. Each residential lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial use. No time share ownership of residential lots are permitted without the Declarant's approval. Nothing herein shall be deemed to prevent the owner

from leasing a residence for rental periods of one year or more. Rental periods of less than one year are deemed transient rentals and are prohibited.

Section 3 Nuisances; other improper use. No nuisance shall be permitted to exist on any residential lot or other common property so as to be detrimental to any other lot in the vicinity thereof or to its occupants, or to the common property. To prevent, if possible, or to at least restrict the intrusion or invasion of snakes, rats and other vermin to empty lots or developed lots, property owners must restrict the overgrowth on their property to 18 inches or less on vacant property and 8 inches or less on developed property (excluding shrubs, trees, and landscaped areas.) If the property is not timely maintained, the Magnolia Bluff Subdivision Homeowners Association will clear or mow the property and bill the owners for said costs.

Section 4 Pets. No animals, livestock, or poultry shall be permitted within the property except for common household pets. All pets must be held or kept leashed or otherwise appropriately restrained at all times that they are on the common property.

Section 5 Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the rules and regulations adopted by the Board of Directors of the association and the regulations of Gulf County.

Section 6 Temporary Structures and Vehicles and Trailers. No structure or a temporary character, including, without limitation, any, tent, shack, barn, or other out building shall be permitted on any parcel at any time, except temporary structures maintained for the purpose of construction and marketing of the residence. No vehicles other than family cars and/or pick-up trucks that are operable, on wheels and carrying a current license plate, shall be kept or stored on any Lot, unless they are in a garage. No automotive vehicles are to be torn down, sanded or spray painted, unless the same is confined to a garage. No recreational vehicle, 5th wheel, or camper shall be parked anywhere on the property, except it may be parked between the front of the residence and the street in the driveway for no more than 7 consecutive days, three times per calendar year. No watercraft on a trailer nor trailer that does not have living accommodations shall be parked between the front of the residence and the street on the driveway for more than 3 days per week. Watercraft and trailers that do not have living accommodations may be parked in an enclosed and approved garage, or behind a minimum 6 foot high fence. The top of the watercraft, including the trailer, cannot extend more than 10 feet above the ground. If the watercraft is parked in an approved garage that is enclosed, there is no height restriction.

Section 7 Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the property except for ordinary household use in strict compliance with applicable rules and regulations.

Section 8 Residential Size Requirements and other restrictions. All single family residences shall be constructed in accordance with the Residential Building Code of Gulf County, Florida and shall have a minimum of 1,300 square feet of living area (heated and cooled) exclusive of decks, porches, garages or outside utility buildings. If the dwelling be of two or more stories in height, the ground floor must contain at least Eight Hundred (800) square feet. While detached garages are permitted, they must be of such character that shall conform and be in harmony with the exterior design of the principal structure on the Lot. All detached buildings roofs must be of the same material (texture and color) as used on the principal structure.

Before any construction is commenced upon any lot, the owner shall have an approved building

permit. No structure may be occupied prior to obtaining a duly obtained Certificate of Occupancy.

Section 9 Height Restrictions. The height of any residential single family residence shall not exceed limitations set by the county.

Section 10 Exterior finishes. All buildings shall have the exterior finish in a neat and attractive manner before being occupied as a structure.

Section 11 Clothesline. No clothesline, or other clothes drying facility shall be permitted in any of the common areas or on any of the lots within the subdivision.

Section 12 Underground services. All cable, wires or conduits necessary for transmission of electrical power, telephone services, television cable service, or any other similar service, including but not limited to all water lines and sewer lines, shall be by underground service only, and no overhead cable or lines for such purposes shall be erected or permitted to exist upon the property. The owner of each lot shall provide conduit equivalent to the applicable utility company's specifications for the installation of underground service into the dwelling.

Section 13 Fuel Storage. No fuel or gas storage tanks shall be erected, placed or permitted on any part of any lot. However, an owner may keep and maintain a small propane gas tank for the operation of a barbeque grill but shall keep the same stored in a secure location on his/her lot.

Section 14 Insurance. Nothing shall be done or kept on any lot or common area which will increase the rate of insurance for the property including lot and/or dwellings, or the contents thereof, applicable to residential use, without the prior written consent of the association. No owner shall permit anything to be done or kept in his dwelling or otherwise on his lot or the common area which will result in cancellation of insurance on the property, or the contents thereof, or which would be in violation of any law.

Section 15 General Use. No immoral, improper, offensive or unlawful use shall be made on the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the property, shall be complied with, by and at the sole expense of the owner or the association, whichever shall have the obligation to maintain or repair such portion of the property. No waste will be committed in the common area.

Section 16 Driveways, Swales and Culverts. All owners of Lots, excepting lots 17-22 in the cul-de-sac, shall install driveway culverts that shall not extend more than six feet on each side of the driveway, and must be in accordance with the local laws. The culvert must be approved by the Architectural Review Board in order to insure drain flow of all storm water in the swales in the common area. At the conclusion of the construction and grading, the swales, when measured from the lowest level of the swale shall be at least 12 inches below the level of the street and the swale itself must be twenty feet across measured from the street concrete ribbon toward the back of the Lot. Underground sprinklers may be installed in the common area, including the swale, but shall be maintained by the Lot owner. All driveways must be of a material approved by the Architectural Review Board. Concrete, asphalt, and pavers are preferred. No dolomite, pea gravel, limestone rock or any other temporary materials will be allowed.

Section 17 Garages. While detached garages are permitted, they shall conform to the style and color of the existing residence and that the roofing material must be the same exact material used on the residence. All carports, whether attached to the home or detached from the home, are prohibited.

Section 18 Temporary Structures. No mobile home, off-site fully manufactured housing or prefabricated homes shall be permitted. No tent, garage, barn, or other out-building shall be erected or used either as a temporary or permanent residence, nor shall any house be moved onto the lot, as it is intended for all dwellings to be new construction. Outbuildings, storage sheds and garages are restricted in Item 17 above.

Section 19 Fences. Fence material must be constructed of wood, vinyl, or ornamental metal; chain link and wire variations are specifically prohibited. Fencing material, excluding the posts, shall not be taller than eight feet measured vertically from top of fence to the bottom of the fence.

Section 20 Swimming Pools. Only in ground swimming pools are allowed to be installed or constructed. Above ground swimming pools are prohibited except for hot tubs/spas seating no more than 10 persons and temporary children's inflatable or plastic pools that do not have filtration systems.

Section 21 Storage Sheds. A storage shed shall be defined as a small roofed structure used to store items. A storage shed will not be allowed to serve as a garage, workshop, place of business, residence, or shelter for animals. The storage shed must be placed in the back yard of the property and if the yard is not fenced, then it shall match the home in color, roofing material, and style. If the back yard has a six foot fence then the structure does not need to match the home in color, roofing material, and style. Construction of a storage shed must include hurricane mitigation measures. The dimensions of the storage shed shall not exceed twelve feet in length or width. The storage shed shall not be higher than 10 feet from the ground level to the top of the roof peak. Placement of the shed on the lot must meet Gulf County building codes.

Article IX – No Change

Article X – No Change

Article XI – No Change

Article XII – No Change

Section 3 – Miscellaneous

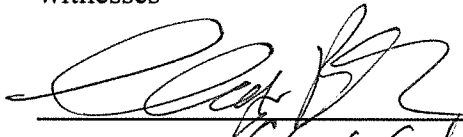
1. Where no change is listed above, the original CCRs shall remain in full effect and are incorporated by reference.
2. This Amendment shall take effect upon recording.
3. Articles VII and VIII of the CCRs are replaced in their entirety as set forth above.
4. The original CCRs, Articles, and Bylaws remain binding and enforceable as to all lots and Owners except as expressly and specifically amended in this Amendment.

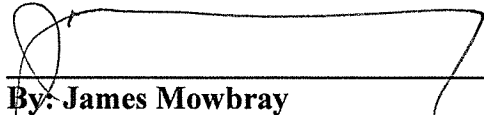
[SIGNATURES ON FOLLOWING PAGE]

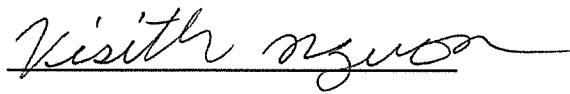
IN WITNESS HEREOF, the undersigned Declarant has executed this Second Amendment to the Original Declaration of Covenants, Conditions and Restrictions of Owners Association of Sunset Village, Inc., the date and year first written above.

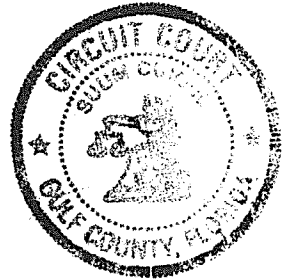
Magnolia Bluff Subdivision Homeowners Association, Inc.

witnesses



Printed Name: Clayton B. Studstill

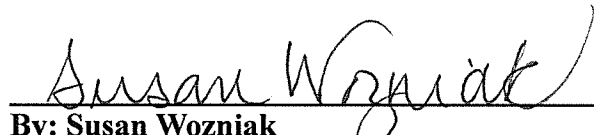

By: James Mowbray
As Its President

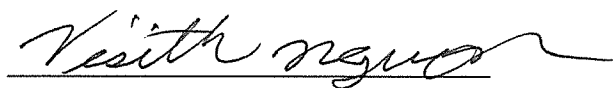

Printed Name: Visith Nguon



witnesses



Printed Name: Clayton B. Studstill



By: Susan Wozniak
As Its Secretary


Printed Name: Visith Nguon

STATE OF FLORIDA
COUTNY OF GULF

The foregoing instrument was acknowledged before me this 22nd day of July, 2020 by James Mowbray as President and Susan Wozniak as Secretary of Magnolia Bluff Subdivision Homeowners Association, Inc., who are personally known to me.

 Clayton B. Studstill
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG218493
Expires 6/18/2022


Notary Public