

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS OF MAGNOLIA DUNES**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF MAGNOLIA DUNES ("Second Amendment") is made this 10th day of MAY, 2021, by Magnolia Dunes Homeowners Association, Inc. of St. Johns County (the "Association")

**WITNESSETH**

WHEREAS, the Association desires to amend the Declaration of Covenants and Restrictions of Magnolia Dunes as recorded in Official Records Book 1232, Page 0521 of the Public Records of St. Johns County, Florida and the First Amendment to Declaration of Covenants and Restrictions of Magnolia Dunes as recorded in Official Records Book 2179, Page 0304 of the Public Records of St. Johns County, Florida (collectively the "Declaration"); and

WHEREAS, Article X, Section 4 of the Declaration provides that this Declaration may be amended "by an instrument signed by Owners representing not less than seventy-five percent (75%) of all votes of the members; and

WHEREAS, a meeting of the members of the Association was held on the 6<sup>th</sup> day of MAY, 2021 pursuant to notice duly given; and

WHEREAS, the second amendment received the approval of at least seventy-five percent (75%) of those persons entitled to cast a vote; and

NOW THEREFORE, the Association hereby declares the following Second Amendment to the Declaration of Covenants and Restrictions of Magnolia Dunes (deletions are ~~stricken~~, additions are underlined):

1. Article VI, Section 5 shall be amended as follows:

**Section 5. Signs and Flags**

~~No Signs, greater than 3 square feet, may be placed on any lot and all signs must be approved by the ARB.~~

With the exceptions discussed below, no signs of any kind are allowed to be displayed on any lot, exterior wall or window.

**(a) For Sale or Lease Signs**

"FOR SALE" or "FOR LEASE" signs must meet the following specifications.

(i) Measurements must be 12 inches by 9 inches

(ii) The sign wording is as follows: Line 1: "FOR SALE" or "FOR LEASE", Line 2: (Realtor Name or Owner Name), Line 3: (Phone Number)

(iii) The sign is to be placed upon an L-shaped 4 by 4- wood post (or smaller) which is to be painted the Magnolia Dunes tan, white or evergreen color.

**(b) Open House Signs**

A special consideration will be given for non-standard signs when a Real Estate Agent is having an Open House event. During the hours of the Open House and while the realtor is present, one non-standard sign may be placed on the lawn of the open house and one non-standard sign may be placed at the entrance area of Magnolia Dunes Circle for directional purposes. All non-standard "Open House" signs must be removed by the realtor when leaving. If any non-standard sign is left behind by any realtor or any other individual on any given day, it will be considered abandoned property and disposed of accordingly.

**(c) Security Signs**

(i) Only one (1) "Premises are protected by" sign

(ii) Sign must state "Security System" or indicate the Security Company Name

(iii) Sign not to exceed one (1) square foot.

**(d) Flags**

(i) Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or POW-MIA flag, regardless of any covenants, restrictions, bylaws, rules, or requirements by the association.

(ii) Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents.

(iii) Other flags must be respectable and flown in a manner that shows good taste and is acceptable to the community, as determined in the sole discretion of the ARB.

(iv) Holiday Flags/Banners must be taken down within 7 days after the holiday.

(v) Small American "stick" flags may be displayed on mailbox.

2. A new Article VI, Section 17 shall be added as follows:

**Section 20. Rentals.**

(i) Homeowner(s) must have owned the dwelling for 12 consecutive months before the home can be rented/leased. The purchaser is allowed to rent back to the previous owner(s) for a set time period (short or long). After the previous owner(s) move out, the new owner must occupy the home for at least one year prior to renting to anyone else.

(ii) Owners are responsible for providing their tenants with copies of all Association Documents or instruments at such Owner's sole cost and expense. The Owner is responsible to monitor and ensure that Tenant(s) are not violating any of the Covenants and is to take immediate action to correct any violations

(iii) All lease agreements shall be for a minimum of twelve (12) months. Short term rentals are not permitted.

(iv) Each Owner shall be jointly and severally liable with the tenant(s) to the Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenant(s), guests, and/or invitees. If the Association repairs any such damage the costs of such repairs shall be invoiced as an Individual Assessment to the Owner.

(v) Homeowners are required to inform the Association and Property Manager when the home is leased and provide the name and contact info for the individual leasing the home.

Nothing in this subsection is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or violation and provision of the Fair Housing Act (FHA) or any other federal, state, or local ordinance.

**Effect of this Amendment.** Except as modified by, all other terms and provisions of the Declaration shall remain applicable, unchanged, and in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Declaration of Covenants and Restrictions of Magnolia Dunes to be executed as of the date set forth adjacent to its signature below.

**WITNESSES**

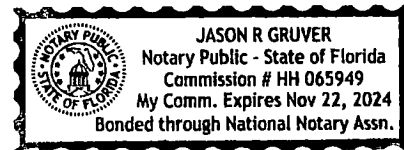
**Magnolia Dunes Homeowners Association,  
Inc. of St. Johns County**

Joyce A Williams  
Print Name: Joyce A Williams

Willard Day  
Print Name: Willard Day  
As Its: Property Manager

Susan B Houts  
Print Name: Susan B. Houts

STATE OF FLORIDA )  
COUNTY OF ST JOHNS )



This instrument was acknowledged before me on this the 10<sup>TH</sup> day of MAY, 2020 by WILLARD DAY as CAM of the Board of Directors of Magnolia Dunes Homeowners Association, Inc. of St. Johns County, Said officer is personally known to me or has produced his \_\_\_\_\_ as identification Physically present

My Commission Expires: NOV 22, 2024

Jason R Gruver  
Notary Public in and for the State of Florida  
Print Name JASON R GRUVER