

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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Orlando, Florida 32801
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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MAGIC LANDINGS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAGIC LANDINGS ("Amendment") is made as of the 17 day of February, 2017, by MAGIC LANDINGS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") whose address is 200 Magical Way, Kissimmee, Florida 34744.

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions for Magic Landings was recorded on February 22, 2001 in Official Records Book 1840, Page 72, as supplemented by the Supplemental Declarations recorded on October 14, 2004 in Official Records Book 2616, Page 2892, on January 4, 2005 in Official Records Book 2667, Page 2734, and on January 12, 2005 in Official Records Book 2675, Page 2158, all among the Public Records of Osceola County, Florida (collectively, the "Declaration").

B. Section 10(e) of the Declaration provides that so long as the Developer or its affiliates or successors is the owner of any Lot, or any interest therein, affected by the Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest.

C. This Amendment is supported by the board of directors of the Association.

D. Mathews Properties & Development, Inc., as the successor Developer ("Developer"), desires to join in this Amendment to consent to same.

NOW, THEREFORE, in consideration of the premises and by virtue of the authority as set forth above, the Declaration is hereby amended as follows:

1. Sections 6(a), 6(b) and 6(c) of the Declaration hereby are deleted in their entirety and replaced by the following:

a. Exterior Maintenance. Each Owner shall be responsible for maintaining such Owner's Lot, its Unit, and the exterior of all other improvements (including landscaping) located thereon in a neat and attractive manner and as provided elsewhere herein. The Owners' maintenance obligations shall include, but shall not be limited to,

maintaining, repairing and replacing all fences, driveways, sidewalks located on or adjacent to such Owner's Lot and replacing all broken glass. Each Owner shall be responsible to maintain and repair the roof of its Unit, and replace any dead or obviously dying trees on their Lot. Each Owner shall clean, repaint, restain or refinish, as appropriate, the exterior portions of such Owner's Unit (with the same colors or finishes as initially used on the Unit) as frequently as reasonably deemed necessary by the Board. To the extent that any Owner, or any of such Owner's agents, employees, guests, invitees or licensees, causes damage to any improvement for which the Association is obligated to maintain, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as a special assessment, which special assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments.

b. Interior Maintenance. Each Owner shall be responsible for maintaining the interior of such Owner's Unit in a neat and sanitary manner. The Association shall not be in any way responsible for any such interior maintenance nor shall the Association be responsible for the maintenance of any of such Owner's electrical, plumbing, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically allocated to the Association in this Declaration. Notwithstanding anything in this Declaration to the contrary, each Owner shall be responsible for the condition of and the maintenance of such Owner's Lot, Unit and any and all other improvements from time-to-time located on such Owner's Lot other than to the extent any of such maintenance obligations are specifically permitted to the Association in this Declaration.

c. Construction. The foregoing maintenance requirements shall not apply to the extent that a Unit is diligently under construction; provided, however, that during such construction period the applicable Lot shall nevertheless be kept reasonably free of accumulations of scrap, debris and refuse.

2. The first sentence of Section 7(b) of the Declaration hereby is deleted in its entirety and replaced by the following:

All Lots and Units (and appurtenant Common Areas) shall be used for primary residences or for vacation homes, including time share units, and at all times used, operated and maintained in accordance with applicable zoning and other legal requirements, conditions and restrictions (including, without limitation, any contained in a deed or lease of the Lot/Unit, as same may be amended from time to time).

3. The following provision hereby is added to the end of Section 7(i) of the Declaration:

Notwithstanding anything herein to the contrary, an Owner may park one (1) non-commercial motor vehicle in front of such Owner's Lot if such Owner procures a street parking pass, in accordance with and as more particularly set forth in the Rules and Regulations promulgated by the Association, as may be revised from time to time.

4. Section 10(j) of the Declaration provides that Developer shall initially improve, manage, operate, maintain and insure the Common Areas and generally administer the Properties, and be vested with all of the rights and powers of the Association to do so until such time as the Developer no longer owns any interest in any Lots, at which time the Association shall commence the exercise and performance of its rights, powers and duties hereunder (the foregoing event being known as the “**Turnover**”). As of the date hereof, Developer shall convey to Royal Oak Homes, LLC (“**ROH**”) all Lots that Developer owns. Therefore, as of the date hereof, Developer shall turn over control of the Properties to the Association in accordance with the Declaration. The Association, by the approval of a majority of those Owners present in person or by proxy at a meeting for which a quorum is present, has determined that the Association shall accept Turnover of control of the Association as of the date hereof.

5. Except as amended hereby, the Declaration shall remain in full force and effect.

(Execution Page Follows)

IN WITNESS WHEREOF, the Association has executed this Amendment as of the day and year first above written:

WITNESSES:

MAGIC LANDINGS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Sue Ann Ryan
Print Name: Sue Ann Ryan

Debbie Spice
Print Name: Debbie Spice

By: Richard Birtchman
Printed Name: Richard Birtchman
Title: President

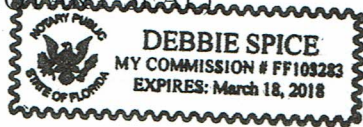
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 24 day of January, 2017, by Richard Birtchman, as President of **MAGIC LANDINGS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of said corporation, and such individual: () is personally known to me, or () has produced _____ as identification.

(NOTARY SEAL)



Debbie Spice
Notary Public
Name Printed: Debbie Spice
My Commission Expires: March 18, 2018

IN WITNESS WHEREOF, Developer hereby joins in and consents to this Amendment as of the day and year first above written:

WITNESSES:

MATHEWS PROPERTIES & DEVELOPMENT, INC., a Florida corporation

[Signature]
Print Name: _____

[Signature]
Print Name: Cody Herington

By: [Signature]
Printed Name: RONALD S. HOWSE
Title: PRESIDENT

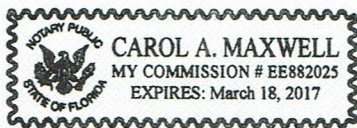
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 15th day of FEBRUARY, 2017, by RONALD S. HOWSE, as PRESIDENT of **MATHEWS PROPERTIES & DEVELOPMENT, INC.**, a Florida corporation, on behalf of said corporation, and such individual: () is personally known to me, or () has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public
Name Printed: CAROL A. MAXWELL
My Commission Expires: 3-18-17