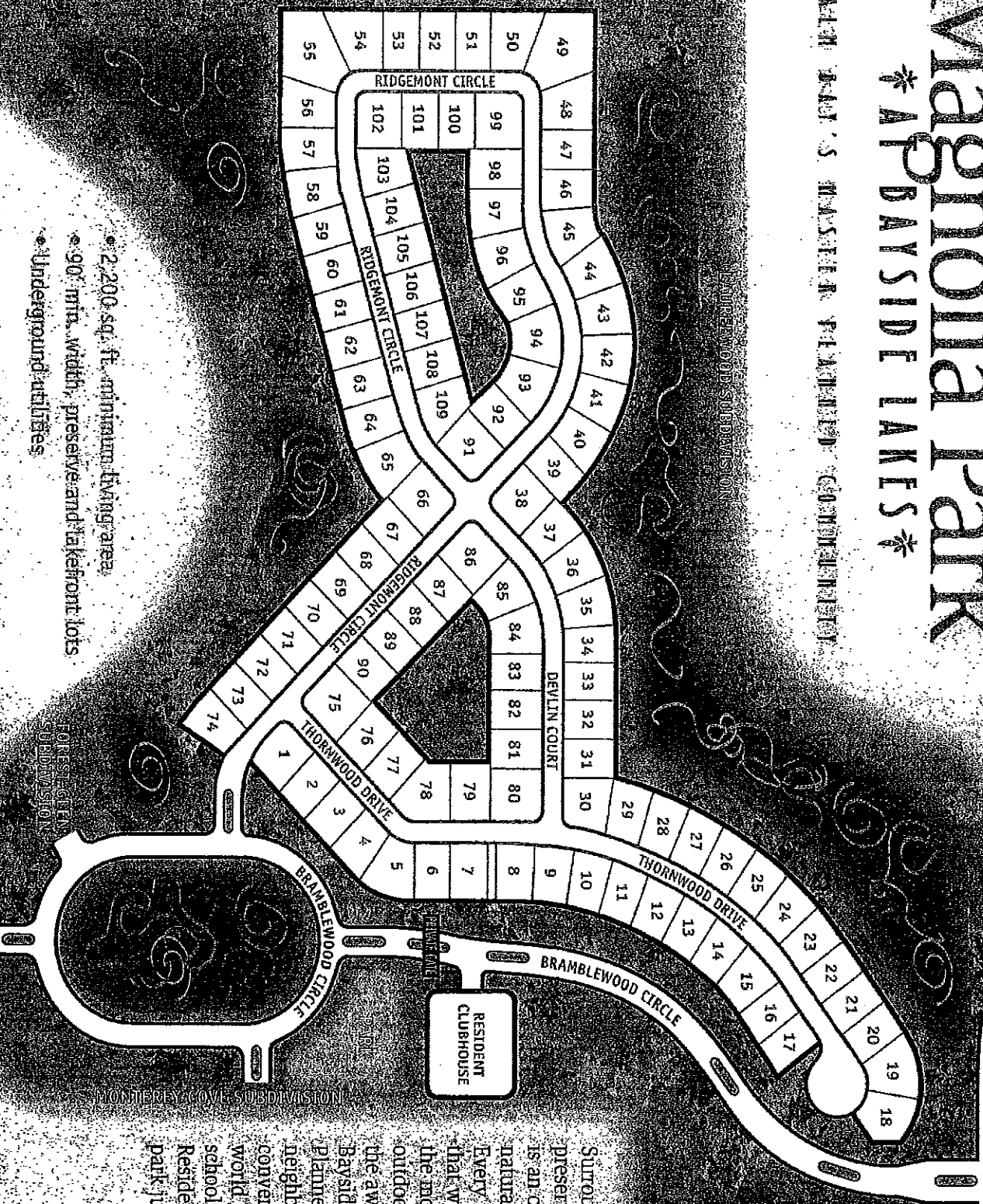


Magnolia Park

* AP BAYSIDE LAKES *

MASTER PLANED COMMUNITY



- 2,200 sq. ft. minimum living area
- 90' min. width, preserve and lake front lots
- Underground utilities

The depicted trees, grades, contours and other information are approximate and for illustrative purposes only.

BAYSIDE LAKES

www.baysidelakes.com

Surrounded by lakes and preserves, Magnolia Park is an oasis of Florida's natural landscaping. Every home has a view that will please even the most avid lover of outdoor appeal. Part of the award winning Bayside Lakes Master Planned Community, this neighborhood has all the conveniences of shopping, world class golf, new schools, and the Bayside Resident Clubhouse and park just around the corner.

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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
MAGNOLIA PARK AT BAYSIDE LAKES SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Magnolia Park at Bayside Lakes Subdivision, made as of the date hereinafter set forth by TOWN CENTER PARTNERS, LTD., a Florida Limited Partnership, hereinafter referred to as "Developer".

WITNESSETH:

A. Developer is the Developer under the Declaration of Covenants, Conditions and Restrictions Magnolia Park at Bayside Lakes Subdivision is recorded in Official Records Book 4825, Page 0927, (the "Declaration"), of the Public Records of Brevard County, Florida.

B. Article VIII, Section 2, of the Declaration provides for Amendment of the Declaration by the affirmative vote or written action of the Developer.

C. Developer desires to amend the Declaration.

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 25.00 Serv: 0.00
Post: 0.00 Excise: 0.00
Mitg: 0.00 nt Tax: 0.00

NOW, THEREFORE, Developer hereby amends and supplements the Declaration by this written action as follows:

1. Article III, GENERAL RESTRICTIONS - USE AND OCCUMPANCY, is hereby amended as follows:

Section 26. Air Conditioning. Whole House Generators.

No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units and whole house generators shall be placed no further forward than 20 feet behind the front building line of the residence with landscape and PVC fence screening so as to make the same not visible from the street (including side street in the case of a corner lot).

Prepared by:
Lori Cardew, Esq. *LC*
Town Center Partners, Ltd.
770 North Dr., Suite A
Melbourne, FL 32934

2. Article II, ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 2. Construction Plan Review.

(b) A set of construction plans and specifications shall be submitted to the Committee showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. An administrative fee of \$25.00 shall be paid to the Association for processing the house plans, payable at the time of submission. Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within 45 days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by any one member of the Committee. Failure to notify the Lot Owner within 45 days shall be deemed an approval by the Committee.

(d) The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The Committee shall have the right, in its sole discretion based upon these Covenants and Restrictions, as well as Architectural Guidelines, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screened enclosure, grading, flooring elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations or other improvement, whether as new construction or additions, modifications or alterations to Lots.

Section 8. Garages.

Each residences must contain at minimum a two-car enclosed garage. Carports are prohibited. All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Under no circumstances may fiberglass or plastic type garage doors be used. Detached garages are prohibited. Oversized garage doors and structures for large RVs and Boats are prohibited.

Section 12. Street Address Numbers, Mail Boxes, and Driveways.

Mail boxes within the subdivision will be uniform in color, design and appearance. The location and type of the mail boxes shall be determined by the Architectural Committee. All mail boxes and street numbers are required to be installed prior to the occupancy of each residence. All residences must have driveways constructed of brick pavers, uniform in color and style. The color and style shall be selected by the

Architectural Review Committee at the onset of home construction. Sidewalks may not be painted.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 11 day of January, 2006.

Signed, sealed and delivered in the presence of:

TOWN CENTER PARTNERS, LTD.,
a Florida Limited Partnership
By: BAYSIDE LAKES DEVELOPMENT CORPORATION,
a Florida corporation, its
General Partner

Maria A. Cox
Witness Signature

By: B. E. Jefferies
Benjamin E. Jefferies, President

Maria A. Cox
Print Witness Name

Address: 770 North Drive, Suite A
Melbourne, FL 32934

Cindy Butler
Witness Signature

Cindy Butler
Print Witness Name

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared BENJAMIN E. JEFFERIES, as President of BAYSIDE LAKES DEVELOPMENT CORPORATION, the General Partner of Town Center Partners, Ltd., a Florida Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 11 day of January, 2006.

Diana Gifford
Notary Public Signature

My Commission Expires:



Diana Gifford
Commission # DD347111
Expires: SRP, 24, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Diana Gifford
Print Notary Public Name

ARTICLES OF INCORPORATION

02 DEC 13 PM 2: 14

OF

MAGNOLIA PARK AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.
(a corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I - NAME

The name of the corporation shall be MAGNOLIA PARK AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II - PURPOSE

The purposes and objects of the corporation shall be to administer the operation and management of the common areas of MAGNOLIA PARK AT BAYSIDE LAKES SUBDIVISION to be established by TOWN CENTER PARTNERS, LTD., a Florida limited partnership, hereinafter called Developer, upon the following described property, situate, lying and being in Brevard County, Florida, to wit:

see Exhibit A attached hereto and made a part hereof

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these articles and which may be contained in the Declaration of Restrictions, which will be or which has been recorded in the Public Records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said common areas. The corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III - POWERS

The corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including, but not limited to:

1. Making and establishing reasonable rules and regulations governing the use of common areas in accordance with the terms as may be defined in the Declaration of Restrictions.

2. Levying and collecting assessments against members of the corporation to defray the common expenses of the maintenance and operation of the common areas as may be provided in the Declaration of Restrictions and in the By-Laws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the common areas and in accomplishing the purposes set forth in the Declaration of Restrictions.

3. Maintaining, repairing, replacing, operating and managing the common areas of this subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.

4. Enforcing the provisions of the Declaration of Restrictions and these Articles of Incorporation, the By-Laws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the common areas as the same may be hereafter established.

5. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this subdivision, all as may be deemed by the Board of Directors to be in the best interests of the corporation.

6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to the Declaration of Restrictions.

7. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

8. The Association shall operate, maintain and manage the surface water or

stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 4-009-63572-5 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

9. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The owners of all lots in the subdivision shall be members of the corporation, and no other persons or entities shall be entitled to membership.

B. Membership shall be established by the acquisition of fee title to a lot in the subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise and the membership of a party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any subdivision lot except that nothing herein contained shall be construed as terminating the membership of any party who may own two (2) or more subdivision lots, so long as such party shall retain title to or a fee ownership interest in any lot.

C. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his lot. The funds and assets of the corporation shall belong solely to the corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration of Restrictions and in the said By-Laws.

D. That Association shall have two classes of voting membership:

1. CLASS A. Class A members shall be all owners, 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.

2. CLASS B. Class B members shall be the declarant and shall be entitled to eight (8) 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 earlier:

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

(b) On December 31, 2010.

ARTICLE V - TERM

Existence of the corporation shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The corporation shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI - LOCATION

The principal office of the corporation shall be located at 3391 Bayside Lakes Blvd., SE Palm Bay, FL 32909, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII - DIRECTORS

The affairs of the corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the By-Laws of the corporation. The members of the Board of Directors shall be elected as provided by the By-Laws of the corporation, which provide for election of directors at the annual meeting to be held on the second Tuesday of January each year. The first annual meeting shall be held on or before . The Board of Directors shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Benjamin E. Jefferies
3391 Bayside Lakes Blvd., SE
Palm Bay, FL 32909



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

December 16, 2002

CAPITAL CONNECTION, INC.

The Articles of Incorporation for MAGNOLIA PARK AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC. were filed on December 13, 2002 and assigned document number N02000009647. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Dale White, Document Specialist
New Filings Section

Letter Number: 802A00066228

BY-LAWS
OF
Magnolia Park at Bayside Lakes Homeowners Association, Inc.
(A Not-For-Profit Corporation)

ARTICLE I
OFFICES

The principal office of the Corporation shall be located in the City of
Palm Bay, , County of Brevard and State of Florida.

. The Corporation may also have such offices at such other places within or
without the State as the Board of Directors may from time to time determine.

ARTICLE II

MEMBERS

1. (a) The persons signing the Certificate of Incorporation as Incorporators shall be the first members of the Corporation, unless they shall have resigned as such members or unless membership shall otherwise have been terminated. Thereafter, the eligibility and qualifications for membership, and the manner of and admission into membership shall be prescribed by resolutions duly adopted by the Board of Directors of the Corporation or by such rules and regulations as may be prescribed by the Board of Directors. All such resolutions or rules and regulations relating to members adopted by the Board of Directors of the Corporation shall be affixed to the By-Laws of the Corporation, and shall be deemed to be a part thereof. Such resolutions or rules and regulations adopted by the Board of Directors may prescribe, with respect to all members, the

amount and manner of imposing and collecting any initiation fees, dues or other fees, assessments, fines and penalties, the manner of suspension or termination of membership, and for reinstatement of membership, and, except as may hereinafter otherwise be provided, the rights, liabilities and other incidents of membership.

(b) The right or interest of a member shall not terminate except upon the happening of any of the following events: - death, resignation, expulsion, dissolution or liquidation of the Corporation.

2. (a) The Annual Meeting of Members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the members on such date or dates as shall be permitted by law.

(b) Any Annual or Special Meeting of Members may be held at such place within or without the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(c) Annual or Special Meetings of Members may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.

(d) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation adopted by the Board of Directors, together with a concise statement of the changes made.

(e) At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request therefor, any member who has given written notice to the Corporation, which request shall be made at least 10 days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.

3. At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.

4. (a) Meetings of the members shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

(b) The order of business at all meetings of members shall be as follows:

Roll call.

Reading of the minutes of the
preceding meeting.

Report of standing committees.

Officers' reports.

Old business.

New business.

5. Every member may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.

6. The directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

7. Except as provided by law, the members entitled to cast a majority of the total number of votes entitled to be cast at the meeting, shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Except to the extent provided by law, all other action shall be by a majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.

8. The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than 50 days nor less than 10 days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining members for any purpose other than that specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors for such adjourned meeting.

9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

10. In the event any capital contribution shall be made or accepted pursuant to authorization conferred by the Certificate of Incorporation of the Corporation, each certificate evidencing such capital contribution shall conform to the law of the State of Incorporation.

ARTICLE III

BOARD OF DIRECTORS

1. The Corporation shall be managed by a Board of Directors. Each director shall be at least 18 years of age, and shall be a member of the Corporation during his directorship. The initial Board of Directors shall consist of persons. Thereafter, the number of directors constituting the entire Board shall be no less than three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the members or the Board of Directors, provided that any action by the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any director then in office.

2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualified. Thereafter, at each Annual Meeting of Members, the membership shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

3. (a) Any or all of the members of the Board of Directors may be removed with or without cause by vote of the members of the Corporation. The Board of Directors may remove any director thereof for cause only.

(b) A director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

5. (a) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of Members. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the directors then in office.

(c) Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.

6. Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the Board, shall preside.

8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

ARTICLE IV

OFFICERS

1. The Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary.

2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

3. (a) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President.

(d) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

ARTICLE V

MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.


2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

4. (a) All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the members entitled to vote in the election of directors, at a special meeting of the members called for such purpose.

(b) The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, except that the Board may not amend or repeal any by-law in which control thereof is vested exclusively in the members. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of members for the election of directors, the by-law so made, amended or repealed, together with a concise statement of the changes made.

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 22 #Names: 2
Trust: 11.50 Rec: 89.00 Serv: 0.00
0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00


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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
MAGNOLIA PARK AT BAYSIDE LAKES SUBDIVISION

THIS DECLARATION, made as of the date hereinafter set forth by TOWN CENTER PARTNERS, LTD, a Florida Limited Partnership, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Brevard, State of Florida, which is platted as

MAGNOLIA PARK AT BAYSIDE LAKES

according to the Plat thereof recorded in Plat Book 49 Page(s) 60 through 62, Public Records of Brevard County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 accrue to the benefit of each owner thereof.

DEFINITIONS

"Association" and "Homeowners Association" shall both mean and refer to MAGNOLIA PARK AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.", a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeable from time to time herein.

"Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single family residential dwelling unit for sale, and who holds a license for such construction.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the Subdivision named as Tracts A-1, A-2, S-2, P-1, P-4, and road right of ways as shown on the plat of Magnolia Park at Bayside Lakes, known as Ridgmont Circle, Thornwood Drive and Devlin Court, as recorded in the Public Records of Brevard County, Florida, which are intended for the common use and benefit of all owners of the Association. Additional parcels may be added to the Common Areas in the future.

"Declarant" and "Developer" shall mean and refer to TOWN CENTER PARTNERS, LTD, its successors and assigns.

"Landscape Buffer" shall mean all subdivision walls, fences, gates and landscaping erected by the developer, his successor(s) in interest or the Association, (including the improvements thereto).



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"Lot", whether or not capitalized, shall mean each lot platted in the subdivision, the total number of which may increase if subsequent phases are platted and added to the subdivision.

"Owner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida Statutes.

"subdivision" shall mean that property platted as Magnolia Park at Bayside Lakes, the legal description of which is attached hereto as Exhibit "A", and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration. It is Developer's intent that only a portion of the total subdivision be made subject to the Declaration at this time and to make additional property subject to this Declaration subsequently in phases.

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

"Tree Preservation Areas" shall mean those tracts or easements designated for perpetual preservation of existing natural conditions, where any alteration of said tracts or easements is prohibited without prior approval of the Association.

ARTICLE I
MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION

Section 1. General Purposes of Association.

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping and lighting on the Common Areas; maintaining the drainage easements, Conservation Areas, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the Owners. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

Section 2. Lot Owner Membership.

Every Owner of a platted Lot shall be a member of the Association upon acquiring title to the Lot. There shall be a one time initiation fee of \$400.00 per Lot, payable to the Association at the time a Lot is conveyed to its initial Owner. Each subsequent Lot Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial lot acquisition.



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Membership shall be appurtenant to and may not be separated from ownership of any Lot. The initiation fee may be increased from year to year after December 31, 2004 in the same manner and amount as annual assessments may be increased pursuant to Article V, Section 5.

Section 3. Classification of Membership.

The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration.

Class B. The Class B members shall be the Declarant or successor developer and shall be entitled to nine (9) votes for each Lot owned (to include each owned lot in additional phases if additional phases are subjected to these restrictions as elsewhere provided in the Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) 3 months after 90% of the residential lots in all phases of the subdivision have been conveyed by the developer (or successor developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of construction improvements thereon, for resale), or
- (b) Upon the election of the Declarant or successor Developer or
- (c) January 1, 2008

Section 4. Membership Vote.

Voting will be allowed by written mailed-in ballot on all issues that require a vote by the full Association. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the Class B member either present in person or by written proxy at the time the vote is taken at a meeting, or by actual recorded ownership of platted lots if by certified written ballot. The number of votes needed for a quorum on any vote in person or by written ballot of the Association shall be a minimum of 30% of the sum of all the votes held by qualified Class A members and Class B members for any ballot to be valid. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.



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Section 5. Voting Qualifications.

To be qualified to vote, a Class A member must be current in payment of all assessments and any liens which have been levied against that member or any Lot owned by that member as of the date of the vote. Any person designated in writing by the Declarant shall be qualified to cast the votes for each Lot owned by the Class B member.

ARTICLE II
ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 1. Architectural Control Review Committee.

(a) There shall exist an Architectural Control Committee (hereinafter referred to as "Committee") which shall consist of three (3) or more members. So long as there is a Class B membership of the Association, control of the Committee and approval of all plans and specifications and other functions herein shall be vested in the Declarant, who shall appoint all Committee Members. Appointive Committee members need not be Owners, and shall serve indefinitely, at Declarant's pleasure.

(b) After Declarant's Class B membership in the Association converts to Class A membership, a minimum of five (5) Committee members shall be elected by a majority vote of the Board of Directors of the Association at its annual meeting. Members may include members of the Board of Directors and Association Managers. Three (3) elected Committee members must be Owners, and shall serve until their successors are elected at the next annual meeting. Committee members may be re-elected.

(c) A quorum of the Committee shall consist of a majority of its members; it shall take the affirmative vote of a majority of the members at the meeting at which a quorum is present to approve or perform any action. The Committee shall keep written records of its actions. The Committee shall meet from time to time as necessary.

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the Committee.

(b) A set of construction plans and specifications shall be submitted to the Committee showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. An administrative fee of \$25.00 shall be paid to the Association for processing the house plans, payable at the time of submission. Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within 15 days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by any one member of the Committee. Failure to notify the Lot Owner within 30 days shall be deemed an approval by the committee.

(c) Builders who have contracted with the Developer to purchase five or more lots may submit plans of their models and landscape designs for general approval by the Committee but shall still notify the Committee in writing as provided herein as to which model, colors, landscaping, etc. are to be used on each specific lot.

(d) The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The Committee shall have the right, in its sole discretion based upon these Covenants and Restrictions, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screened enclosure, grading, floor elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvement, whether as new construction or additions, modifications or alterations to Lots.

(e) In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine of \$50.00 per occurrence shall be assessed against the Lot and shall accrue with interest as provided in Article VI until the fine is paid and approval is obtained or improvements corrected to comply with an approval given. If after 60 (sixty) days from the date the first fine is assessed and the non-compliance has not been corrected, the Committee may re-assess the \$50.00 fine as a second occurrence of the same violation and may continue to do so every 120 days until the violation has been corrected.

Section 3. Clearing.

Clearing of trees within the designated Conservation or Tree Preserve Areas, shown as Tracts P-2, P-3 and P-4 on the recorded subdivision plat, is prohibited, with the exception of removal of selected dead or diseased vegetation which in the opinion of the Homeowner's Association Board of Directors, is a threat to the safety of residents.

Section 4. Grading, Drainage and Floor Elevations.

a.) Each Lot shall be filled and graded to elevations as defined in this document and as shown on the approved construction and engineering plans approved by the City of Palm Bay and the St. Johns River Water Management District. Drainage of each Lot shall be accomplished by grading Lots so runoff from one Lot does not drain onto another Lot. Grading of each lot shall comply with the grading plan approved by the City of Palm Bay.

b.) Sidewalks for each Lot shall be constructed at the time of home construction and shall be graded so as not to impound water in the Lot or on the sidewalk as it shall be slanted toward the street to assure proper drainage. The property line side of the sidewalk shall be two inches higher than the back of curb elevation and blend in smoothly with the finished sodded yard of each lot.

c.) Finish floor elevations shall be 16 to 20 inches above the centerline of the road as measured from the center of the lot, unless a lesser or greater distance is required by the City of Palm Bay or other government agency.



Section 5. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies. A landscape plan must be submitted for Architectural Approval of the Board. All yard areas not left in a natural vegetated condition shall be replanted with trees, shrubs, or sod including all easements and right of ways directly in front and rear of all lots.

(b) A total of two Live Oak trees, one Magnolia Tree, and one 12' or larger palm tree must be planted on each lot during home construction. The Live Oak and Magnolia trees must be a minimum of 60 gallon container size with a 3" minimum caliper. One Oak Tree must be planted in the center of the lot between back-of-curb and sidewalk.

(c) A minimum of eighty (80) three gallon shrubs and forty (40) one gallon shrubs must be planted in the front and side yards, with landscaping extending a minimum distance of 20 feet down the side of each residence for interior lots and along the entire sideyard visible to the street for corner lots. Three (15 gallon) accent bushes or palms must be planted in the front beds. Lakefront lots must also contain 15 additional 3 gallon shrubs along the rear of residences.

(d) All cleared areas, with the exception of mulched landscape beds, shall be fully sodded with Floritam Sod and shall include an underground sprinkler system adequate to provide sufficient coverage of the front and side yard areas visible from right of ways. No grass sod shall be placed within the Preservation Tracts. Native vegetation such as Live Oak trees, Sabla Palms, Pines and Wax-myrtle shrubs may be planted within the Preservation areas with prior permission from the Homeowner's Association.

(e) Each Lot shall be entirely sodded with Floritam sod, including all easements, drainage swales, right-of-ways and common areas directly in the front and rear of all lots. Lots that have lake frontage must be sodded, irrigated, and maintained from the rear of the lot to the waterline of the adjacent water body whether within the platted boundaries of Magnolia Park, Tract D-2, or the adjacent subdivision of Forest Glen. Lot owners are responsible for the mowing from the rear of their lot to the waterline.

Section 6. Roof, Shingle Material and Exterior Elevations.

No primary portion of a straight gable or hip roofs may be built with a pitch lower than 6/12. All roofs shall be pitched except for those areas over porches and patios. The Committee must approve the type, color, and style of all shingle and roof covering materials. Shingles must be architectural grade, 30 year shingles which are fungus-resistant. The Committee may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 7. Exterior Covering, Siding and Paint.

There shall be no artificial brick, stone, stucco, aluminum, vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures without receiving written approval of the Committee as to type, color, and texture of the material.



All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No colors should be loud or bright. No more than one paint color (may be used) for the body of each residence and no more than two accent trim colors. Paint colors must be submitted for approval prior to being applied on any residence. A written approval listing the manufacturer and paint sample number of all paint colors including body and trim paint must be obtained for each residence from the Committee.

Section 8. Garages.

Each residence must contain a two-car enclosed garage. Carports are prohibited. All overhead garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. Under no circumstances may fiberglass or plastic type garage doors be used.

Detached garages are prohibited. Oversized garage doors and structures for large RVs and Boats are prohibited.

Section 9. Dwelling Size.

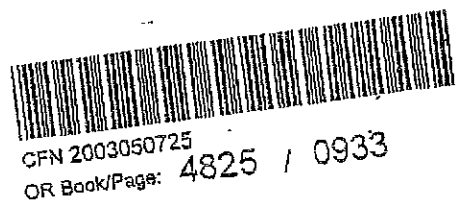
The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 2,200 square feet for a one-story dwelling and not less than 1,700 square feet for the ground floor of a dwelling of one and one-half or two stories.

Section 10. Building Location.

No building, other than that allowed by City Code, shall be located on any Lot nearer than 30 feet to the front Lot line. No building shall be located nearer than 10 feet to an interior Lot, or nearer than 25 feet to the rear Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

Section 11. Swimming Pools.

A Swimming Pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the Committee. The pool and deck cannot be located closer than 10 feet from the rear lot line. Access to a pool from the boundaries of the lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only inground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2) inches below the grade level of the first floor house pad.



Section 12. Street Address Numbers, Mail Boxes, and Driveways.

Mail boxes within the subdivision will be uniform in color, design and appearance. The location and type of the mail boxes shall be determined by the Declarant. All mail boxes and street numbers are required to be installed prior to the occupancy of each residence. All residences must have driveways constructed of brick pavers, uniform in color and style. The color and style shall be selected by the Architectural Review Committee at the onset of home construction. Sidewalks will be concrete and constructed 10' from back of curb. Driveways and sidewalks may not be painted.

ARTICLE III
GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Committee and governmental building code requirements.

Section 2. Only Residential Purposes.

No lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision, and except such construction and sales trailers as may be permitted by Developer and any applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the subdivision.

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, nor may any dwelling be occupied by more than one family.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means what so ever into any greater number of residential lots nor into any residential plat or plats of smaller size.

Section 5. Occupancy Before Completion.

No building or structure shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions. Upon completion, the Committee shall inspect the Lot and improvements and issue the Lot Builder a certificate of compliance acknowledging that said terms and provisions have been met or itemizing any non-compliance. The certificate of compliance shall be delivered to the Owner upon the transfer of title or, prior to occupancy.



Section 6. Maintenance and Repair.

All improvements placed or maintained on a Lot shall at all times be maintained in good condition and repair.

Section 7. Start and Completion of Construction.

All construction and landscaping approved by the Committee shall be completed within nine (9) months from the date of written approval. The Committee may grant a greater period of time to complete said construction or may grant an extension of said nine-month period. Initial home construction must commence within six months of the lot closing to a homeowner.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, garage, or other space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except that buildings necessary for construction or sales taking place in the subdivision and not intended to be used for living accommodations may be erected and maintained only during the course of construction and sales and after receipt of written approval from the Declarant.

Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind what so ever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the subdivision or to the occupants of any property in the vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used for the construction of buildings or structures upon the Lot on which the material is stored.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) Fences, walls, hedges or mass planting shall not exceed a height of four (4) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee. No hedge or mass planting of any type, exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Architectural Control Review Committee.

(b) No fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than fifteen (15) feet behind the front building line of any residence, and shall not exceed four (4) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback of the residence.



(c) All fences to be constructed in the subdivision shall be of uniform design and finish, commonly known as White PVC similar to the front entrance fencing of common areas (Semi-private Picket Fence with 7/8' gaps). The type and style of fencing allowed within the community may be changed by a majority vote of the Committee and approved by the Board of Directors. No fence may be constructed of wire, chain link or cyclone style of fencing on any Lot.

(d) Fences on Lakefront lots shall not exceed a height of 4 feet. Fencing adjacent to the Tillman canal for Lots 49 through 55 must be 6' in height.

Section 11. Animals, Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operations shall be maintained on any Lot. No pet shall be allowed to run loose and uncontrolled within the subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. Pet owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.

Section 12. Laundry.

No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device. Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.94 Renewable Energy Sources.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot or Lots.

Section 14. Parking.

The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on common areas, or on the streets, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions.

Smaller boats, watercraft, tent-campers, similar smaller recreational vehicles may only be placed and kept or stored upon a Lot within an enclosed garage. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

Extended parking of vehicles in the streets is prohibited. No more than four vehicles are allowed to be parked in the driveway for extended periods, unless permission is granted by the Board of Directors. Only vehicles in good working order and exterior appearance are allowed to be parked in the driveway visible to a street.



Section 15. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the subdivision remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot. The Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(b) Perpetual and non-exclusive easements for ingress, egress and access are hereby reserved in favor of the Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Developer and Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District. The City of Palm Bay shall have the right to drain a portion of Bayside Lakes Boulevard adjacent to Magnolia Park within Tract D-2, and the Tillman Water Control District shall have a drainage and maintenance easement across Tract D-2.

Section 16. Excavations.

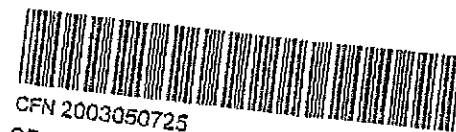
No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances.

Section 17. Signs.

Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for sale" and "for rent" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. All exterior trash receptacles shall be stored outside of street view, in the rear yard, or side yard behind a fence or landscape wall.



Section 19. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Open Burning.

Open burning to reduce solid waste on any Lot is not permitted.

Section 21. Right to Inspect.

The Homeowners Association's Board of Directors may at any reasonable time with five days prior written notice, during periods of construction or alteration, and within thirty (30) days thereafter, enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 22. Antennae, Aerials and Satellite Dishes.

All exterior antennas, aerials or small satellite dishes shall be placed in the rear yard of the Lot and in such a manner so as to be as unobtrusive as possible, and in no event shall exceed a height greater than ten (10) feet above the highest point of roof. Any earth satellite signal reception equipment shall not be visible from any street and shall be screened from other property within the subdivision.

Section 23. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Basketball backboards shall be constructed of uniform black enamel pole and white backboard and shall be a minimum of 25' from any paved street. Swing sets or other permanent playground equipment must be placed in the rear fenced yard not visible from the street. Skateboard ramps or other similar temporary wooden structures are prohibited.

Section 24. Oil and Mining Operations.

No oil or gas drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 25. Sewage Disposal.

No individual sewage disposal systems shall be permitted on any Lot.

Section 26. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the subdivision. All air conditioning units shall be placed no further forward than 20 feet behind the front building line of the residence with landscape and PVC fence screening so as to make same not visible from the street (including side street in the case of a corner lot).

Section 27. Tanks.

No permanent above ground oil tanks or bottled gas tanks may be placed on Lots containing residences.



ARTICLE IV
PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive 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 dedicate or transfer all or any parts 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 Association, provided, no such dedication or transfer shall be effective unless: (I) such dedication or transfer is approved by Declarant, so long as Declarant owns a Lot, or if Declarant no longer owns a Lot, then by a vote of 30% of the Class A Members; and (II) the approval of such dedication or transfer has been properly recorded.

Section 2. Owner's Use of Lot.

An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent a Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions. All Owners leasing or renting their Lots or Homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

The Lease Premises are a part of a subdivision, All persons occupying property in Magnolia Park at Bayside Lakes are required to observe the Covenants and Restrictions of the Magnolia Park at Bayside Lakes Homeowners Association, Inc.. Copies of all Covenants and Restrictions are to be obtained from the Landlord.

In addition, all Owners leasing their Lots or Homes are required to provide the Association with a copy of the lease or the names and addresses of the Landlord and the Tenant that are contained in the lease or rental agreement.

Section 3. Notice of Conveyance.

At any time an Owner conveys his Lot, he and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer. A notice will be provided by the Association upon the transfer of any Lot providing the current written status of the Association dues.

Section 4. Others' Use.

Any Owner may share his right or enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guests so long as same observe and abide by these covenants and restrictions.



Section 5. Damage by Lot Owners Including Builders.

The Owner of a Lot including Builders shall be responsible for any expense incurred by the Association or the Developer to repair or replace Common Area vegetation and topography, right-of-ways, swales, drainage facilities and utility lines when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the owner's contractor in constructing any improvements on the Owner's Lot. Any such expense if not paid upon demand shall be added to the Assessment to which the owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants.

Section 6. Motor Boat Use Restriction/Docks

Only man-powered, wind propelled or electric operated boats may be used on any lakes or retention areas situated in the Subdivision. Docks are prohibited. No boats shall remain on the shoreline while not in use and must be kept within an enclosed fence or garage area not visible to surrounding homesites.

Section 7. Maintenance and Operation of Recreational Facilities

The Association shall be responsible for the maintenance, operation and repair of recreational facilities which may be constructed on Common Area Tracts, including uses such as playgrounds, walks and gazebos. The Association shall maintain any recreation areas to a reasonable standard for health, safety and attractive appearance. Access to and use of recreational areas will be restricted to the general public, and intended for the private use of the members of the Association and their invited guests. Each member of the Association agrees to abide by the rules of operation governing the recreational facilities.

Section 8. Maintenance and Operation of Surface Water or Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. John's River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. John's River Water Management District.

The drainage easements and stormwater retention areas must not be altered in any way which would inhibit or restrict the flow of stormwater from the homesites to adjacent stormwater Tracts within Magnolia Park or adjoining Subdivisions including Laurelwood and Forest Glen, without prior approval of the St. Johns River Water Management District and City of Palm Bay.

The St. John's River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.



Section 9. Maintenance of Drainage Easements.

It shall be the duty of the Association to maintain the drainage easements if said duty is not assumed by any governmental agency pursuant to any dedication agreement. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements.

Maintenance of the surface water or stormwater management system shall also mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 10. Private Streets and Roads.

All streets, roads, drives, courts, ways and cul-de-sacs shown on the plat of the subdivision are for the private use to be owned and maintained by the Association. Said roadways shall be subject to an easement granted to the City of Palm Bay, All other applicable governmental entities, and all utility providers for the purpose of access for installation, maintenance and operation of utilities, as well as emergency vehicle access. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage, or which are or might be prohibited by the public or private authority to whom said easement is given. All paving, curbs, pavers, and other improvements, facilities and appurtenances located within said roadways, including street lights shall be maintained by the Association except for maintenance and installation of sidewalks, sodding and irrigation which will be installed and maintained by the adjacent lot owner as set forth in other provisions hereof.

Section 11. Maintenance of Tracts.

The Association shall be responsible for the maintenance, operation and repair of all improvements, Landscape Buffer and Property located within Common Area Tracts and Private Road Right-of-ways. Said maintenance shall include the maintenance and repair of the stormwater management system including but not limited to the work within retention areas, ponds, drainage structures and drainage easements. Where an individual lot owner adjoins one of the above tracts their responsibility for the maintenance, operation and repair within these tracts is as called for within this Declaration.

Section 12. Maintenance of Insurance Policy.

The Association shall be responsible for the insurance and maintenance of a general liability insurance policy covering all of the subdivision improvements. This liability policy will cover all of the improvements that are the property of the Association and general liability regarding their use.

In addition, the Homeowners Association shall maintain an Officers and Directors policy for those members of the Association who are members of the Board of Directors. Such policy shall be reviewed on an annual basis to assure that they meet current governmental rules and standards, and generally acceptable insurance practices. At no time shall coverage be less than a one million dollar general liability policy. The insurance must be purchased from an insurance company that is certified to be business in the State of Florida and is in good standing with the Department of Insurance.



ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Assessments.

(a) All Lots shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot Owner is deemed to covenant and agree by acceptance of a deed to a Lot to pay all assessments and no Lot Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the Common Areas or by disputing the purpose of the assessment or for any other reason; provided however, that no Lot while owned by the Developer shall be subject to either annual or special assessments. The Developer hereby obligates itself to pay any operating expenses that exceed assessments received from the members and other income sources of the Association. This obligation shall terminate when the Developer no longer controls the Association. This payment of current expenses may be in the form of a loan at a rate of 7% to the Association from the Developer for which he may be reimbursed.

(b) Both annual and special assessments must be fixed at a uniform rate per Lot subject to assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Lot owner who has not paid an assessment when due or is in violation of these Covenants and Restrictions, however, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fines, damages and attorneys fees, as referenced throughout this Declaration.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 2. Annual Assessments.

The Association shall fix the amount and the due date of the annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when the owner takes title and prorated from that date to the end of the fiscal year. The title company shall forward the proceeds of the prorated annual assessment to the Homeowners Association. The Association shall notify the Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.

Section 3. Date of Commencement of Annual Assessments.

The annual assessments for each Lot shall be payable upon conveyance of that Lot to a Class A Member, and at the beginning of each fiscal year of the Association thereafter.

Section 4. Special Assessments.

The Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the Owners unless the cost of such repair/replacement/acquisition/construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per owner, plus any other special assessments levied during that same fiscal year exceeds 50% of the then current year's annual assessment.



Major capital improvements shall require the special assessment to be approved by a majority of a minimum of 30% of the membership.

The Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of these covenants and restrictions with regard to specific lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

Until January 1, 2004, the annual assessment shall be \$400.00 per Lot.

(a) From and after January 1, 2004, the annual assessment shall be set by the Association and may be increased each year by up to ten (10%) percent above the maximum allowable assessment for the previous year without a vote of membership. "Maximum allowable assessments" as referred to herein shall be calculated by assuming a cumulative 10% increase per year from and after the year 2004.

(b) From and after January 1, 2004, the maximum annual assessment may be increased by more than said ten (10%) percent only by a majority vote of those needed for a quorum of 30% of each class of members who are voting. The vote should be by written ballot mailed to each owner 30 days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.

Section 6. Common Area Tracts benefiting Magnolia Park, located within Bayside Lakes Commercial Center.

The Association shall be responsible for its proportionate share of the cost of maintaining particular recreation and landscape tracts located within the plat of Bayside Lakes Commercial Center, Phases One and Two. The Bayside Lakes Commercial Center Property Owners Association, Inc. shall be responsible for the maintenance and repair of said tracts, and shall assess Magnolia Park at Bayside Lakes Homeowners Association, Inc. for its proportionate share of said expense. Said maintenance shall include the mowing and maintaining of trees within the right-of-ways of Eldron Boulevard and Bayside Lakes Boulevard, Signage Tracts for Bayside Lakes, community signs and fixtures, parks and recreation areas for Bayside Lake residents, and common area security for Bayside Lakes residents.

Tracts P-1, P-2, S-1, D-1, D-2, and the Right of Way known as Bramblewood Circle shown on the plat of Magnolia Park are dedicated to the Bayside Lakes Commercial Center Property Owners Association for ownership and maintenance. Said tracts and Right-of-way shall be included in the maintenance and repair by Bayside Lakes Commercial Center Property Owners Association.



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ARTICLE VI
ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

(a) Assessments, including any increases in same due to interest, late charges, costs, fines, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. Said charge shall also apply to those assessments outlined in Article V, Section 6. The lien will become effective from the after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby authorized to take any and all actions provided in law or equity to collect such sums. Any payment received by the Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. 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 specific 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.

Section 2. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid within 30 days after the due date shall accrue an administrative late charge of \$25.00 or 5% of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the rate of 18% per annum (or highest allowable rate) until paid. The Association may bring an action against the owner of the Lot personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Association and each lot 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 provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys fees including attorneys fees through appellate proceedings.

(b) Upon learning of a violation, the Association shall issue the owner a written notice either by certified return receipt mail or posting on the property requesting the Owner to cure the violation and advising the owner that a fine will begin to accrue if the violation is not cured within 30 days



of receipt of the notice and that the Owner's Lot may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorney's fees and costs, and curative actions, the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration.

(c) Should the violation not be cured within said 30 days receipt of said written violation, a fine shall automatically begin to accrue and continue until the violation is cured. The amount of the fine at the time of filing this Declaration is \$50.00 per day, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment of this Declaration.

(d) The Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with the violation has occurred. Said expense shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

(e) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, 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. Failure to pay Assessments does not constitute a default under the terms of a federally insured mortgage. Nothing contained herein shall require mortgagees to collect Assessments.

ARTICLE VII
RIGHTS RESERVED BY DEVELOPER

Section 1. Eminent Domain.

If all or part of any Common Area, private right-of-way, or private easement for access, is taken by eminent domain, Developer shall be entitled to the proceeds therefor and no claim shall be made by the Association or any owner other than Developer for any portion of any award.

Section 2. Easements for Utilities.

The Developer reserves a perpetual easement on, over and under all easements within the Subdivision, Streets, and Common Areas shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines, sewers, irrigations lines, roadways, natural gas, cable television, and other conveniences or utilities.



To the extent permitted by law, the Developer may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements.

All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer, to be held or else conveyed in Developer's discretion to utility companies, the Association, or appropriate government agency.

Section 3. Drainage.

Drainage flow shall not be altered, obstructed or diverted from drainage easements and storm water retention tracts, without prior approval from the St. John's River Water Management District and the City of Palm Bay. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 4. Maintenance Easement.

The Developer and the Association reserves an easement within all designated drainage and utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

Section 5. Developer Rights Regarding Temporary Structures, Etc.

Developer reserves the right to erect and maintain temporary dwelling, model houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.

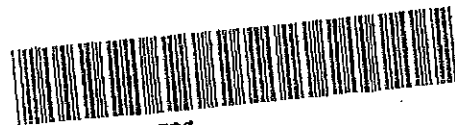
Section 6. Further Restrictions, Conditions and Dedications.

Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.



Section 2. Duration, Modification and Amendment.

Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, at which time they shall be automatically extended for two (2) successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below. Covenants and Restrictions which apply to the Conservation Tracts shall be perpetual.

The Developer specifically reserves the absolute and unconditional right, as long as the developer owns any Lot and the Developer has not yet transferred control of the association to the homeowner's, to amend these Articles without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water Management District, or any requirement of any federal, state or local governmental entity, agency or authority, (ii) conform to the requirements of mortgage lenders or title insurance companies, or (iii) perfect, clarify, or make internally consistent the provisions herein.

At any time after the Declarant no longer owns any Lot or Lots within the Subdivision, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein may be waived, abandoned, terminated, modified, altered, or changed upon notice to all members of the Association and with the approval of two-thirds (2/3) of the total membership vote. Such action may be taken at any annual or special meeting of the Association or by certified written ballot, so long as written notice of such proposed action or amendment is given 30 days prior to the meeting or scheduled vote. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association. No such waiver, abandonment, termination, modification or alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

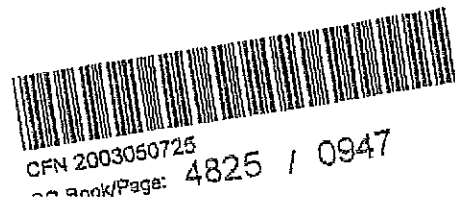
The foregoing notwithstanding, any amendments to the covenants and restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior approval of the St. John's River Water Management District.

Section 3. Mortgage or Conveyance of Common Areas.

In addition to any approvals required of the St. John's River Water Management District, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least two-thirds of the Lot Owners excluding the Developer.

Section 4. Future Development Within the Project.

The Declarant reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development of any and all phases of the subdivision and the addition of other property to the subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Association or vote of the members or provisions of this Declaration any additional property, improvements or lots other than those herein described. No consent of the Lot Owners shall be required to add any lands, improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.





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Section 5. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for Magnolia Park at Bayside Lakes Subdivision, the Association shall have as members all Owners of Lots in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Association, the provisions of this Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Association, as amended from time to time.

(b) If the Declarant elects to submit additional phases of the subdivision to this Declaration and to the jurisdiction of the Association, the owners of lots included therein shall also be Members of the Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.

(c) Any additions of portions of the subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property.

(d) Such supplementary declaration may contain such complementary additions, deletions, changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein....

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 19 day of February, 2003.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

TOWN CENTER PARTNERS, LTD.
A Florida Limited Partnership

BY: [Signature]
Bayside Lakes
Development Corporation,
As, General Partner

[Signature]
Benjamin E. Jefferies
President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared Benjamin E. Jefferies, as President of Bayside Lakes Development Corporation, General Partner of Town Center Partners, LTD., a Florida Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 19 day of February, 2003.

[Signature]
Notary



ARTICLES OF INCORPORATION

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OF

MAGNOLIA PARK AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.
(a corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I - NAME

The name of the corporation shall be MAGNOLIA PARK AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II - PURPOSE

The purposes and objects of the corporation shall be to administer the operation and management of the common areas of MAGNOLIA PARK AT BAYSIDE LAKES SUBDIVISION to be established by TOWN CENTER PARTNERS, LTD., a Florida limited partnership, hereinafter called Developer, upon the following described property, situate, lying and being in Brevard County, Florida, to wit:

see Exhibit A attached hereto and made a part hereof

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these articles and which may be contained in the Declaration of Restrictions, which will be or which has been recorded in the Public Records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said common areas. The corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III - POWERS

The corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including, but not limited to:

1. Making and establishing reasonable rules and regulations governing the use of common areas in accordance with the terms as may be defined in the Declaration of Restrictions.

2. Levying and collecting assessments against members of the corporation to defray the common expenses of the maintenance and operation of the common areas as may be provided in the Declaration of Restrictions and in the By-Laws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the common areas and in accomplishing the purposes set forth in the Declaration of Restrictions.

3. Maintaining, repairing, replacing, operating and managing the common areas of this subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.

4. Enforcing the provisions of the Declaration of Restrictions and these Articles of Incorporation, the By-Laws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the common areas as the same may be hereafter established.

5. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this subdivision, all as may be deemed by the Board of Directors to be in the best interests of the corporation.

6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to the Declaration of Restrictions.

7. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

8. The Association shall operate, maintain and manage the surface water or

stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 4-009-63572-5 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

9. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The owners of all lots in the subdivision shall be members of the corporation, and no other persons or entities shall be entitled to membership.

B. Membership shall be established by the acquisition of fee title to a lot in the subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise and the membership of a party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any subdivision lot except that nothing herein contained shall be construed as terminating the membership of any party who may own two (2) or more subdivision lots, so long as such party shall retain title to or a fee ownership interest in any lot.

C. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his lot. The funds and assets of the corporation shall belong solely to the corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration of Restrictions and in the said By-Laws.

D. That Association shall have two classes of voting membership:

1. CLASS A. Class A members shall be all owners, 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.

2. CLASS B. Class B members shall be the declarant and shall be entitled to eight (8) 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 earlier:

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

(b) On December 31, 2010.

ARTICLE V - TERM

Existence of the corporation shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The corporation shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI - LOCATION

The principal office of the corporation shall be located at 3391 Bayside Lakes Blvd., SE Palm Bay, FL 32909, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII - DIRECTORS

The affairs of the corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the By-Laws of the corporation. The members of the Board of Directors shall be elected as provided by the By-Laws of the corporation, which provide for election of directors at the annual meeting to be held on the second Tuesday of January each year. The first annual meeting shall be held on or before . The Board of Directors shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Benjamin E. Jefferies
3391 Bayside Lakes Blvd., SE
Palm Bay, FL 32909



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

December 16, 2002

CAPITAL CONNECTION, INC.

The Articles of Incorporation for MAGNOLIA PARK AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC. were filed on December 13, 2002 and assigned document number N02000009647. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Dale White, Document Specialist
New Filings Section

Letter Number: 802A00066228

BY-LAWS
OF
Magnolia Park at Bayside Lakes Homeowners Association, Inc.
(A Not-For-Profit Corporation)

ARTICLE I
OFFICES

The principal office of the Corporation shall be located in the City of
Palm Bay, , County of Brevard and State of Florida.

. The Corporation may also have such offices at such other places within or
without the State as the Board of Directors may from time to time determine.

ARTICLE II

MEMBERS

1. (a) The persons signing the Certificate of Incorporation as Incorporators shall be the first members of the Corporation, unless they shall have resigned as such members or unless membership shall otherwise have been terminated. Thereafter, the eligibility and qualifications for membership, and the manner of and admission into membership shall be prescribed by resolutions duly adopted by the Board of Directors of the Corporation or by such rules and regulations as may be prescribed by the Board of Directors. All such resolutions or rules and regulations relating to members adopted by the Board of Directors of the Corporation shall be affixed to the By-Laws of the Corporation, and shall be deemed to be a part thereof. Such resolutions or rules and regulations adopted by the Board of Directors may prescribe, with respect to all members, the

amount and manner of imposing and collecting any initiation fees, dues or other fees, assessments, fines and penalties, the manner of suspension or termination of membership, and for reinstatement of membership, and, except as may hereinafter otherwise be provided, the rights, liabilities and other incidents of membership.

(b) The right or interest of a member shall not terminate except upon the happening of any of the following events: - death, resignation, expulsion, dissolution or liquidation of the Corporation.

2. (a) The Annual Meeting of Members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the members on such date or dates as shall be permitted by law.

(b) Any Annual or Special Meeting of Members may be held at such place within or without the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(c) Annual or Special Meetings of Members may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.

(d) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation adopted by the Board of Directors, together with a concise statement of the changes made.

(e) At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request therefor, any member who has given written notice to the Corporation, which request shall be made at least 10 days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.

3. At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.

4. (a) Meetings of the members shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

(b) The order of business at all meetings of members shall be as follows:

Roll call.

Reading of the minutes of the
preceding meeting.

Report of standing committees.

Officers' reports.

Old business.

New business.

5. Every member may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.

6. The directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

7. Except as provided by law, the members entitled to cast a majority of the total number of votes entitled to be cast at the meeting, shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Except to the extent provided by law, all other action shall be by a majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.

8. The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than 50 days nor less than 10 days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining members for any purpose other than that specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors for such adjourned meeting.

9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

10. In the event any capital contribution shall be made or accepted pursuant to authorization conferred by the Certificate of Incorporation of the Corporation, each certificate evidencing such capital contribution shall conform to the law of the State of Incorporation.

ARTICLE III

BOARD OF DIRECTORS

1. The Corporation shall be managed by a Board of Directors. Each director shall be at least 18 years of age, and shall be a member of the Corporation during his directorship. The initial Board of Directors shall consist of _____ persons. Thereafter, the number of directors constituting the entire Board shall be no less than three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the members or the Board of Directors, provided that any action by the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any director then in office.

2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualified. Thereafter, at each Annual Meeting of Members, the membership shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

3. (a) Any or all of the members of the Board of Directors may be removed with or without cause by vote of the members of the Corporation. The Board of Directors may remove any director thereof for cause only.

(b) A director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

5. (a) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of Members. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the directors then in office.

(c) Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.

6. Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the Board, shall preside.

8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

ARTICLE IV

OFFICERS

1. The Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary.

2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

3. (a) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President.

(d) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

ARTICLE V

MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.

2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

4. (a) All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the members entitled to vote in the election of directors, at a special meeting of the members called for such purpose.

(b) The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, except that the Board may not amend or repeal any by-law in which control thereof is vested exclusively in the members. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of members for the election of directors, the by-law so made, amended or repealed, together with a concise statement of the changes made.