

SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
MAGNOLIA PARK AT BAYSIDE LAKES SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAGNOLIA PARK AT BAYSIDE LAKES SUBDIVISION is made as of the 30th of October, 2008 by MAGNOLIA PARK AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association").

RECITALS:

WHEREAS, TOWN CENTER PARTNERS, LTD., a Florida limited partnership, as "Declarant", recorded that certain Declaration of Covenants, Conditions and Restrictions for Magnolia Park at Bayside Lakes Subdivision recorded in Official Records Book 4825, page 0927, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"), under the terms of which Declarant subjected that certain real property more particularly described therein to the covenants and restrictions set forth therein; and

WHEREAS, Declarant amended the Declaration pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Magnolia Park at Bayside Lakes Subdivision recorded in Official Records Book 5593, page 0353, Public Records of Brevard County, Florida (hereinafter referred to as the "First Amendment to Declaration"), and

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, the Declaration may be amended by a positive vote of at least two-thirds (2/3) of the total membership vote; and

WHEREAS, the Association desires to amend the Declaration as provided herein in this Second Amendment to Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Second Amendment to Declaration"); and

WHEREAS, the provisions of this Second Amendment to Declaration were approved by the requisite number of members on October 30, 2008 in accordance with Article VIII, Section 2 of the Declaration.

NOW, THEREFORE, the Association hereby amends the Declaration as set forth hereinbelow.

1. Recitals; Defined Terms. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim. Defined (capitalized) terms which are used herein and are not otherwise defined herein shall have the meanings set forth in the Declaration.

2. Article III, Section 14 of the Declaration. The first sentence of the third paragraph in Section 14 of Article III is hereby amended and restated to read in its entirety as

follows: “Overnight parking (between the hours of 10:00 p.m. and 6:00 a.m.) of vehicles in the streets is prohibited.”

3. Article IV, Section 2 of the Declaration. Section 2 of Article IV of the Declaration is hereby amended and restated to read in its entirety as follows:

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 an 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 Homes shall be required to incorporate the following provisions in their lease or rental agreements, substantially in the following form:

The Lease Premises are a part of a Subdivision. Accordingly, RESIDENTIAL PROPERTIES may not be rented or leased for any single period of less than twelve (12) months. A copy of the executed Lease shall be provided to the Association prior to occupancy by any tenant. All persons occupying the 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. Each Owner shall be required to provide a copy of the current Covenants, Rules and Regulations promulgated by the Board to each tenant prior to the commencement of the lease.

During the term of any Lease, Owner shall not be relieved of any obligations under the terms of the Articles of the Association and the Bylaws, and Owner shall be liable for the actions of his or her tenants which may be in violation of the terms and conditions of the Declaration, and Rules & Regulations of the community Association, then, the Association shall have the power to bring an action or suit against the tenant, occupant, guest, invitee, and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief, or for any remedy available at law or in equity.

4. Full Force and Effect. As except as expressly amended by this Second Amendment to Declaration and the First Amendment to Declaration, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to Declaration to be duly executed in its name as of the day and year first above written.

Signed sealed and delivered  
in the presence of:

MAGNOLIA PARK AT BAYSIDE LAKES  
HOMEOWNERS ASSOCIATION, INC., a  
Florida not-for-profit corporation

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, as \_\_\_\_\_, of MAGNOLIA PARK AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the non-profit corporation. Said person is (check one)  personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit:\_\_\_\_\_.

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Notary Public, State of Florida:

Commission No.:\_\_\_\_\_

My Commission Expires;\_\_\_\_\_