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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

MAGNOLIA LAKES DEVELOPMENT HOMEOWNERS ASSOCIATION, INC. (A Corporation Not for Profit Under the Laws of the State of Florida)

In order to form a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned do hereby associate themselves into a corporation not for profit, and to that end by these ARTICLES OF INCORPORATION state:

ARTICLE I NAME

1.0 The name of this corporation shall be: MAGNOLIA LAKES DEVELOPMENT HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II DEFINITIONS

2.0 The terms contained and used in these ARTICLES OF INCORPORATION shall have the same definitions and meanings as those set forth in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAGNOLIA LAKES (hereinafter referred to as the "Declaration", and which Declaration encumbers the real property described in Exhibit "A" attached hereto), unless herein provided to the contrary or the context otherwise requires.

ARTICLE III PURPOSE

3.0 The purpose for which the Association is organized is to provide an entity responsible for the operation of a single family residential community to be known generally as MAGNOLIA LAKES (hereinafter referred to as the "Project") to be developed by MAGNOLIA LAKES DEVELOPMENT COMPANY, INC. (hereinafter referred to as the "Developer") on the Property legally described on Exhibit "A" to these Articles of Incorporation (hereinafter referred to as the "Property").

ARTICLE IV POWERS

4.0 The Association shall have the following powers:

4.1 The Association shall have all of the powers set forth in the Declaration and all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida, except where the same are in conflict with the Declaration, these Articles, or the By-Laws of this Association which may be hereafter adopted.

4.2 The association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including, but not

limited to, the following:

(a) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Property and for the health, comfort, safety, and welfare of Parcel Owners.

(b) To own, control, operate, manage, maintain, repair, and replace the Common Property, including the right to reconstruct improvements after casualty and the right to make further improvements to the Common Property.

(c) To levy and collect Assessments against members of the Association as provided for in the Agreement and the By-Laws of this Association. Without limiting the generality of the preceding sentence, such Assessments may be levied and collected for the purchase of insurance on the Common Property, insurance for the protection of the Association, its Officers, Directors, and members, and comprehensive general public liability and property damage insurance; to acquire, operate, lease, manage, and otherwise trade and deal with such property, whether real or personal, which may be necessary or convenient for the operation and management of the Common Property; to pay all taxes, utility charges, and other expenses with respect to the Common Property; and generally to accomplish the purposes set forth in the Declaration.

(d) To hire such employees or agents, including professional management agents or companies (which may be the Developer or an entity affiliated with the Developer), and purchase such equipment, supplies, and materials as may be needed to provide for the management, supervision, and maintenance of the Property.

(e) To enforce the provisions of the Declaration, these Articles of Incorporation, and the By-Laws of the Association.

(f) To exercise, undertake, and accomplish all of the powers, rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration, including, but not limited to, the enforcement of all of the covenants, restrictions, and other terms contained in or imposed by the Declaration.

(g) The irrevocable right of access to each Parcel during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Property or for making emergency repairs necessary to prevent damage to the Common Property, or to another Parcel or Parcels.

(n) To pay taxes and other charges, on or against property owned or accepted by the Association.

(i) To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated.

(j) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

(k) To charge recipients for services rendered by the Association and for use of Association Property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

ARTICLE V
MEMBERS

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

5.1 All Property Owners within the Magnolia Lakes subdivision shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

5.2 Subject to the provisions of the Declaration and the By-Laws of this Association, membership shall be established by the acquisition of the ownership of fee title to or fee interest in a Lot, whether by conveyance, devise, judicial decree, or otherwise and by the recordation in the Public Records of Brevard County, Florida, of the deed or other instruments validity establishing such acquisition and designating the Lot affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon his or her being divested of title to all Lots owned by such member. Membership is nontransferable, except as an appurtenance to a Lot.

5.3 The Corporation shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners of lots in the MAGNOLIA LAKES subdivision excluding the Developer. There shall be only one (1) Class A member per platted lot. When more than one (1) person holds an interest in any such 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 (1) vote be cast with respect to any such lot.

Class B: The Class B member shall be Developer or any successor developer which shall be entitled to three (3) votes for each Lot it owns. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) Within three months after 95% of the residential lots have been conveyed by the developer (or successor developer); or /on
- (b) on March 1, 2002 which ever occurs first
- (c) or upon the election of the Developer or Successor Developer.

5.4 The By-Laws shall provide for an annual meeting of members unless waived by a vote of the membership, and may make provisions for special meetings of members in addition to the annual meeting.

ARTICLE VI
EXISTENCE AND DURATION

6.0 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VII
ADDRESS

7.0 The initial principal office of the Association shall be located at The Association 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 VIII DIRECTORS

8.0 The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) Directors. The first Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Association. Directors appointed by the Developer need not be members of the Association.

8.1 Directors of the Association shall be appointed in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the By-Laws.

8.2 The Directors named in these Articles shall serve until the Turnover Date, or until otherwise removed by the Developer as provided for in the By-Laws and any vacancies in their number occurring before the Turnover Date shall be filled by the remaining Directors or by the Developer as provided for in the Declaration or the By-Laws of this Association.

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

<u>Name</u>	<u>Address</u>
Arthur F. Evans, III	1688 W. Hibiscus Blvd., Melbourne, Florida 32901
Timothy C. Jelus	1688 W. Hibiscus Blvd., Melbourne, Florida 32901
Hugh M. Evans, Jr.	1688 W. Hibiscus Blvd., Melbourne, Florida 32901

8.4 The "Turnover Date" is defined as the earlier of: (i) when 95% of the residential lots of all phases have been conveyed by the developer (or successor developer); or (ii) March 1, 2002 which ever occurs first.

ARTICLE IX TAX ELECTION

9.0 The Association shall, through its Board of Directors and Officers, file the necessary annual election to become a "Homeowners Association" as defined in the Internal Revenue Code of 10986, Section 528, or similar provisions of corresponding law subsequently enacted, exempt from income tax as therein provided. The Association shall be operated at all times to maintain its eligibility for tax-exempt status.

ARTICLE X INCORPORATOR

10.0 The names and addresses of the Incorporators of the corporation are as follows:

<u>Name</u>	<u>Address</u>
Arthur F. Evans, III	1688 W. Hibiscus Blvd., Melbourne, Florida 32901

Timothy C. Jelus

1688 W. Hibiscus Blvd., Melbourne, Florida 32901

Hugh M. Evans, Jr.

1688 W. Hibiscus Blvd., Melbourne, Florida 32901

ARTICLE XI BY-LAWS

11.0 The first By-Laws of the Association shall be adopted by a majority vote of the Board of Directors of the Association and, thereafter, such By-Laws may be altered, amended, or rescinded only as provided in the By-Laws.

ARTICLE XII INDEMNIFICATION

12.0 Indemnity. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Association and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

12.1 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 12.0 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connection therewith.

12.2 Approval. Any indemnification under Paragraph 12.0 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such paragraph 12.0 hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members of the Association.

12.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount unless it shall ultimately

be determined that such person is entitled to indemnification by the Association as authorized in this Article.

12.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any By-Law, agreement, vote of the members of the Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a Director, Officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

12.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE XIII AMENDMENTS

13.0 Amendments While Developer Controls the Board of Directors. At any time the Developer's designees constitute a majority of the Board of Directors, these Articles may be amended only by the majority vote of the Board of Directors.

13.1 Amendments While Developer Does Not Control the Board of Directors. At any time the Developers designees do not constitute a majority of the Board of Directors, amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by members of the Association owning not less than one-third of the platted Lots, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to the Articles of Incorporation being proposed by said Board of Directors, or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such member. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of at least a two-thirds (2/3) vote of the members of the Association entitled to vote thereon in order for such Amendment or Amendments of the Articles of Incorporation to be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida within twenty (20) days from the date on which the same became effective, such Amendment or Amendments to refer specifically to the recorded data identifying the Declaration. Thereafter a copy of said Amendment or Amendments shall be mailed or delivered to all of the members of the Association, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such

Amendment or Amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

13.2 Governmental Approval of Certain Amendments. So long as there is a Class B membership, the following actions shall require the prior approval of the Department of Housing and Urban Development, Federal Housing Administration or the Veterans Administration; annexation of additional properties; dedication of common areas; amendment of these Articles of Incorporation; merger and/or consolidation of this Corporation; mortgaging or any common areas in the Project; or dissolution of the Corporation.

ARTICLE XIV ASSOCIATION ASSETS

14.0 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such member's Lot. The funds and assets of the Association shall belong solely to the Association 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, and in the By-Laws of this Association.

14.1 In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the association assets and carrying out the duties and responsibilities of the Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to Brevard County, Florida, or other appropriate governmental entity. However, in no event shall Brevard County, Florida (or any other governmental entity as may be applicable) be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section, but Brevard County, Florida, may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Brevard County, Florida.

14.2 In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by this St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

15.0 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

15.1 The Association shall be free to contract with the Developer, its directors and officers, and any other corporation in which any of them are interested.

15.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

ARTICLE XVI
INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF REGISTERED AGENT

16.0 The street address of the initial registered office of the Association is 1688 W. Hibiscus Blvd., Melbourne, FL 32901 and the initial registered agent of the Association at that address is Hugh M. Evans, Jr.

ARTICLE XVII
DUTIES AND POWERS RELATED TO
SURFACE WATER AND STORMWATER MANAGEMENT SYSTEMS FOR THE PROPERTY

17.0 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 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

17.1 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.

17.2 Association assessments shall 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.

IN WITNESS WHEREOF, the Incorporators have affixed their signatures this 21st of Oct, 19 97



ARTHUR F. EVANS, III



TIMOTHY C. JELOE

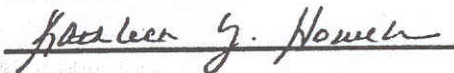


HUGH M. EVANS, JR.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument has been acknowledged before me this 21st of Oct, 19 97 by Arthur F. Evans, III, acknowledges that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, who is personally known to me or who has produced _____ as identification and who did not take an oath.

NOTARY PUBLIC



State of Florida at Large (Seal)

Sign

Print Notary Name



Kathleen Y Howell
My Commission CC686533
Expires July 27, 2001

My commission expires:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument has been acknowledged before me this 21st of Oct., 19 97
by Timothy C. Jelus, acknowledges that he executed the foregoing Articles of Incorporation for the
purposes expressed in such Articles, who is personally known to me or who has produced _____
_____ as identification and who did not take an oath.

NOTARY PUBLIC

Kathleen Y. Howell
Sign

State of Florida at Large (Seal)

Print Notary Name



Kathleen Y Howell
My Commission CC686533
Expires July 27, 2001

My commission expires:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument has been acknowledged before me this 21st of Oct., 19 97
by Hugh M. Evans, Jr., acknowledges that he executed the foregoing Articles of Incorporation for the
purposes expressed in such Articles, who is personally known to me or who has produced _____
_____ as identification and who did not take an oath.

NOTARY PUBLIC

Kathleen Y. Howell
Sign

State of Florida at Large (Seal)

Print Notary Name



Kathleen Y Howell
My Commission CC686533
Expires July 27, 2001

My commission expires:

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for MAGNOLIA LAKES
DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., INC., at the place designated in these
Articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes
relative to the proper and complete performance of my duties.

Hugh M. Evans, Jr.

Date:

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