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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ARRIVAS DISTRICT

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ARRIVAS DISTRICT

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ARRIVAS DISTRICT

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ARIVAS DISTRICT (hereinafter referred to as this "District Declaration") is made this 3rd day of February, 2014 by THE VIERA COMPANY, a Florida corporation.

WITNESSETH:

WHEREAS, District Declarant (as defined in Article I, Section 18 below) is the owner of that certain real property located in Brevard County, Florida more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, which is a portion of those certain lands to be developed by District Declarant as a mixed-use development known as "Viera Town Center" ;

WHEREAS, the District Property (as defined in Article I, Section 22 below) is also a portion of the Properties as that term is defined in that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 624, Public Records of Brevard County, Florida, as supplemented, restated and amended from time to time;

WHEREAS, the Community Declaration (as defined in Article I, Section 13 below) anticipates the formation of various Districts (as defined in the Community Declaration) within the Properties as separately denominated residential, commercial, industrial, office, educational, institutional, mixed-use or other use areas subject to the Community Declaration as provided therein;

WHEREAS, District Declarant desires to designate the District Property as a separately denominated mixed-use District (consisting of single-family and multi-family residential uses) subject to the Community Declaration as provided therein;

WHEREAS, The Viera Company, a Florida corporation, as Declarant under the Community Declaration, desires to consent to the imposition of this District Declaration upon the District Property as required under the terms of the Community Declaration; and

WHEREAS, District Declarant intends to impose on the District Property mutually beneficial restrictions under a general plan of improvement.

NOW, THEREFORE, District Declarant hereby declares that the above recitals are true and correct, and that the District Property, and any additional property as is hereinafter subjected to this District Declaration in accordance with its terms, shall be held, sold and

conveyed subject to the following covenants, conditions, easements, reservations and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this District Declaration and which shall be binding on all parties having any right, title or interest in the real property subjected to this District Declaration or any part thereof, their heirs, successors, successors in title and assigns. Notwithstanding anything in the preceding sentence to the contrary, no lands or any interest in lands dedicated to public use by plat, deed, easement or other legally recognized transfer and accepted by any governmental authority, shall be subject to this District Declaration.

ARTICLE I
Definitions

Section 1. "Annexation Agreement" shall mean an amendment or supplement to this District Declaration which subjects additional property to this District Declaration in accordance with the terms of this District Declaration.

Section 2. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this District Declaration or by contract or agreement become the responsibility of the District Association to maintain, administer or operate.

Section 3. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the District Association attached hereto as Exhibit "B" and incorporated herein by reference, which have been filed or which simultaneously herewith are being filed with the Secretary of State of the State of Florida, as same may be amended from time to time.

Section 4. "Assessment" shall be an inclusive term referring to both Regular Assessments and Special Assessments.

Section 5. "Board of Directors" shall mean and refer to the Board of Directors of the District Association.

Section 6. "Bylaws" shall mean and refer to the Bylaws of the District Association attached hereto as Exhibit "C" and incorporated herein by reference, which have been adopted or which simultaneously herewith will be adopted, as amended from time to time.

Section 7. "Class "B" Control Period" shall mean and refer to the period beginning upon the filing of the Articles of Incorporation of the District Association and continuing until the first to occur of the following:

(a) three (3) months after ninety percent (90%) of the Units in all phases of the community that will ultimately be governed by the District Association have been conveyed to Owners other than the District Declarant;

(b) December 31, 2033; or

(c) when, in its discretion, the District Declarant so determines.

Section 8. "Common Area" shall mean and refer to all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, if any, which the District Association now or hereafter acquires or owns in accordance with the terms contained herein for the common use and enjoyment of all Owners.

Section 9. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the District Association for the maintenance, repair and operation of the Area of Common Responsibility or for the general benefit of all Owners or for the benefit of Owners within a specific phase or portion of the District Property, including, without limitation, salaries and benefits of employees, management fees and costs, administrative expenses of operating the District Association and reasonable reserves for the maintenance, repair and replacement of replaceable assets or for such other purposes as the Board of Directors may determine, all as may be found to be necessary and appropriate by the District Association pursuant to this District Declaration, the Bylaws and the Articles of Incorporation In the event the Community Association determines the District Association has failed to perform its responsibilities under the District Declaration, then the expense of those responsibilities of the District Association performed by the Community Association shall be deemed Common Expenses. The Common Expenses shall also include, if the Community Association so elects, any amounts that are assessed by the Community Association pursuant to the Community Declaration.

Section 10. "Community Architectural Review Committee" or "ARC" shall mean and refer to the Community Architectural Review Committee established pursuant to the Community Declaration.

Section 11. "Community Association" shall mean and refer to Central Viera Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

Section 12. "Community Declarant" shall mean and refer to The Viera Company, a Florida corporation, or its successors, successors in title or assigns who are designated as the Community Declarant under the terms and provisions of the Community Declaration.

Section 13. "Community Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 624, Public Records of Brevard County, Florida, as supplemented, restated and amended from time to time, including but not limited to, by that certain Supplemental Declaration and Fourteenth Amendment to the Community Declaration, and Annexation Agreement recorded in Official Records Book 6871, Page 630, Public Records of Brevard County, Florida.

Section 14. "Development Approvals" shall mean and refer to the Development Order and any and all subdivision and other governmental permits and approvals obtained with respect to the District Property or any part thereof, and relevant zoning and comprehensive plan designation for the District Property or any part thereof.

Section 15. "Development Order" shall mean and refer to that certain Amended and Restated Development Order approved by that certain Resolution 09-272 adopted by the Board of County Commissioners of Brevard County, Florida, as amended by Resolution 10-105 adopted by the Board of County Commissioners of Brevard County, Florida, pertaining to the District Property and other property as set forth therein, as same may be amended from time to time.

Section 16. "District" shall mean and refer to the Arrivas District, which comprises a portion of the "Town Center" in the records of the Community Declarant, which shall include the District Property. District Declarant and Community Declarant pursuant to the terms of this District Declaration and the Community Declaration have the right as provided herein and therein, but not the obligation, to add additional property to the District, which may include, without limitation, the property described generally in Article VI, Section 1 of this District Declaration.

Section 17. "District Association" shall mean and refer to Arrivas District Association, Inc., a Florida not-for-profit corporation, its successors or assigns, which has been established or is being simultaneously established herewith.

Section 18. "District Declarant" shall mean and refer to The Viera Company, a Florida corporation, or its successors, successors-in-title or assigns who are designated as the District Declarant hereunder in a recorded instrument executed by the immediately preceding District Declarant, provided, however, in no event shall there be more than one District Declarant for the District Property at any given time.

Section 19. "District Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Arrivas District, as supplemented and amended from time to time.

Section 20. "District Drainage System" shall mean and refer to all land, easements, structures and other facilities and appurtenances which together comprise the stormwater management and drainage system of the District Property (or portions thereof) as more particularly identified and described in Section 6 of Article IV of this District Declaration.

Section 21. "District Property" shall mean and refer to the real property described in Exhibit "A", and such other real property as from time to time may be subjected to the covenants, conditions and restrictions of the District Declaration by annexation as more fully set forth in Article VI hereof.

Section 22. "Master Drainage System" shall mean and refer to all land, easements, structures and other facilities and appurtenances which together comprise the master surface water management and drainage system of the property (or portions hereof) governed by the Community Association and adjacent property as reflected by plans now or hereinafter on file with and approved by Brevard County and the St. Johns River Water Management District.

That portion of the Master Drainage System within the District Property is identified and described in Section 6 of Article IV of this District Declaration.

Section 23. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt, or other form of security deed.

Section 24. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 25. "Multi-Family Unit" shall mean and refer to a portion of the District Property, whether developed or undeveloped, intended for development, use and occupancy as an apartment complex, adult congregate living facility or similar rental residential facilities. No portion of the property described in Exhibit "A" and initially being subjected to this District Declaration is intended for development, use and occupancy as an apartment complex, adult congregate living facility or similar rental residential facilities. However, District Declarant reserves the right to subject additional propertyto this District Declaration, by virtue of a Supplemental Declaration, which is intended development, use and occupancy as an apartment complex, adult congregate living facility or similar rental residential facilities and which would constitute a Multifamily Unit. The term "Multi-family Unit" shall include all portions of the property owned, including any structures thereon. The term "Multi-family Unit" shall not include a residential condominium. Notwithstanding anything herein to the contrary, in the event a Multi-family Unit is submitted to condominium ownership in accordance with the requirements of the District Declaration, each condominium unit comprising the Multi-family Unit shall constitute a Residential Unit and the Multi-Family Unit shall no longer constitute a Unit hereunder.

Section 26. "Owner" shall mean and refer, except as otherwise expressly provided hereinbelow, to one (1) or more Persons who hold the record title to any Unit or Unplatted Parcel which is part of the District Property, including any builder or building contractor, and the District Declarant, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit or Unplatted Parcel is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be deemed the Owner.

Section 27. "Person" shall mean and refer to a natural person, a corporation, a partnership, an estate, a trust, a trustee or other legal entity.

Section 28. "Plat" shall mean and refer to a plat of any portion of the District Property.

Section 29. "PRC" or "Project Review Committee" shall mean and refer to the internal committee of the Community Declarant established to review and approve all buildings and other improvements constructed, installed or developed on the District Property, and all additions thereto and modifications thereof, in the name and on behalf of the Community Declarant pursuant to Section 2 of Article V of this District Declaration.

Section 30. "Regular Assessment" shall mean and refer to the Assessments levied against all Units and Unplatted Parcels in the District Property to fund Common Expenses in accordance with Section 1 of Article VII of this District Declaration.

Section 31. "Residential Unit" shall mean and refer to a portion of the District Property, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in any Supplemental Declaration (as defined in Article I, Section 35 below) or Annexation Agreement covering all or a part of the Properties. The term shall include all portions of the property owned, including any structure thereon. Apartment complexes, adult congregate living facilities and similar rental residential facilities shall not be considered Residential Units.

Section 32. "Section" shall mean and refer to a portion or phase of the District Property which may be identified as such by District Declarant when, in District Declarant's sole discretion, the portion or phase may be comprised or contain Units, Common Areas, facilities or properties which are adjacent or contiguous or which are similar or comparable in character, size, scope, number, Common Expenses, appearance, intended use or maintenance requirements. District Declarant hereby identifies and designates that portion of the District Property described or depicted in Exhibit "A-1", attached hereto and incorporated herein by reference, as a Section under this District Declaration which shall be known as the "Arrivas Section".

Section 33. "Special Assessment" shall mean and refer to Assessments levied in accordance with Section 3 of Article VII of this District Declaration.

Section 34. "Supplemental Declaration" shall mean and refer to an amendment or supplement to this District Declaration which imposes expressly or by reference, additional restrictions and obligations on all or a portion of the land described therein.

Section 35. "Units" shall be an inclusive term referring to Residential Units and Multi-Family Units. Notwithstanding anything herein to the contrary, in the event a Multi-family Unit is submitted to condominium ownership in accordance with the requirements of the District Declaration, each condominium unit comprising the Multi-family Unit constitute a Residential Unit and the Multi-Family Unit shall no longer constitute a Unit hereunder.

Section 36. "Unplatted Parcel" shall mean a portion of the District Property which is not platted or submitted to condominium or cooperative ownership, but which is intended for development of one or more Units. Once an Unplatted Parcel or portion thereof is platted into Units or submitted to condominium or cooperative ownership, the Unplatted Parcel or portion thereof so platted or submitted shall no longer be deemed an Unplatted Parcel.

Section 37. "Utilities" shall mean those facilities and systems for the transmission of utility services, including without limitation drainage and storage of surface water. All utility lines shall be underground except:

(i) ground mounted electrical transformers;

(ii) as may be necessary during periods of construction, reconstruction, repair or temporary service;

(iii) as may be required by governmental agencies having jurisdiction;

(iv) as may be required by the provider of such service; and

(v) fire hydrants.

Section 38. "Arrivas Design Guidelines" shall mean and refer to the guidelines for the design and construction of improvements in Arrivas District, as the same may be adopted and amended from time to time by the PRC. Except as otherwise expressly provided therein, The Arrivas Design Guidelines shall preempt and supersede the Central Viera Design Guidelines with respect to all improvements constructed and developed in the District. The Arrivas Design Guidelines shall be administered by the PRC, and the PRC is granted broad discretionary authority in interpreting and implementing the Arrivas Design Guidelines. Any amendment to the Arrivas Design Guidelines which may be adopted by the PRC subsequent to the construction of any improvements shall not affect any prior approval granted by the PRC.

Section 39. "Voting Member" shall mean and refer to the representative (or such representative's alternate if he or she is unable to attend a meeting of the Community Association) selected by the District Association to be responsible for casting all votes of the membership of the Community Association attributable to Units or Unplatted Parcels in the District for all matters requiring the vote of membership of the Community Association, unless otherwise expressly specified in the Community Declaration or bylaws of the Community Association. The Voting Member of the District shall be the president of the District Association, unless a majority of the Board of Directors shall determine to appoint another representative as the Voting Member for the District. The alternate Voting Member shall be the vice president of the District Association, unless a majority of the Board of Directors shall determine to appoint another representative as the alternate Voting Member for the District.

Section 40 "Zero Lot Line Wall" shall mean and refer to the structural wall of a Unit that abuts and runs adjacent to the side boundary line of that Unit and the adjoining Unit contiguous to such side boundary line. This definition shall only be applicable to Residential Lots in the Arrivas Section.

Section 41. Defined Terms in Community Declaration. Capitalized terms not otherwise defined in the District Declaration, but defined in the Community Declaration, shall have the meaning set forth in the Community Declaration unless the context shall otherwise require.

ARTICLE II
Property Rights

Section 1. Easement and Rights to Common Area. District Declarant does hereby establish and create for the benefit of each Unit, and as a burden on the Common Area, a non-exclusive right and easement of use and enjoyment in and to the Common Area for the purpose for which it is intended, subject to (a) this District Declaration as it may be amended from time to time, (b) any easements reserved herein or granted by District Declarant or Community Declarant, (c) any terms and conditions of the Community Declaration as it may be amended from time to time, and (d) to any restrictions or limitations contained in any plat and in any deed conveying such property to the District Association or subjecting such property as Common Area to the District Declaration. Such non-exclusive right and/or easement is further subject to (i) the right of the District Association to promulgate, establish and enforce reasonable rules and regulations pertaining to the use of the Common Area; and (ii) the right of the District Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Area. No Owner may exempt himself from personal liability for or exempt his Unit or Unplatted Parcel from any Assessments duly levied by the District Association, or release the Unit or Unplatted Parcel owned by the Owner from liens, charges, encumbrances and other provisions of this District Declaration or the rules and regulations of the District Association by (a) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Area; or (b) the abandonment of his Unit or Unplatted Parcel.

Section 2. Conveyance of Common Area. The District Association may or may not own any Common Area in fee simple; provided however, before the U.S. Department of Housing and Urban Development insures the first mortgage on a Unit in the District Property, District Declarant (or Community Declarant) shall convey the Common Area, if any, to the District Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by District Declarant (or Community Declarant), and from all other encumbrances then of record, but subject however to all other matters of record, including without limitation easements, the District Declaration, the Community Declaration, and ad valorem real property taxes for the year of conveyance. The Common Area shall not be mortgaged or conveyed (except to the District Association) without the consent of at least two-thirds of the Owners, excluding the District Declarant. Provided, however, that notwithstanding anything in the preceding sentence to the contrary, the District Association may convey portions of the Common Area to effect minor boundary line adjustments or correct scrivener's errors with the approval of two-thirds of the members of the Board of Directors. The District Association shall accept title to any real estate or personal property, or any interest therein, offered to the District Association by District Declarant or Community Declarant. If ingress or egress to any Unit is through the Common Area, any conveyance or encumbrance of such Common Area shall be subject to the Unit Owner's easement for ingress and egress.

Section 3. CATV/Telecommunication Easements. District Declarant does hereby establish and create for the benefit of all providers of cable television and other telecommunication services a permanent non-exclusive easement upon, across and under each Multi-Family Unit for the underground installation and maintenance and repair of video and telecommunication transmission facilities and related surface mounted equipment, to the extent

reasonably necessary to provide cable television and other telecommunication services to the Multi-Family Unit (and all buildings located thereon intended for occupancy), together with the right of reasonable ingress and egress over and across the driveways, parking areas and common areas of the Multi-Family Unit in connection therewith. The easements herein granted shall be limited to specific locations and other limitations reasonably determined by the Owner of each Multi-Family Unit; provided, however, that in no event shall such easements be located or limited by such Owner in a manner which renders such easements commercially insufficient to allow the installation and maintenance of video and telecommunication facilities adequate to serve the Multi-family Unit or to connect such facilities to any point of service located on the Multi-family Unit. Without limiting the generality of the foregoing, all utility easements established under any Plat shall also be deemed and construed to be easements for the construction, installation, operation, maintenance and repair of underground video and other telecommunication facilities, together with related surface mounted equipment, provided, however, that no such construction, installation, maintenance or operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility.

Section 4. Leasing. Units and Unplatted Parcels and portions thereof may be leased, provided that no lease of a Residential Unit shall be for a term of less than six (6) months, provided further that any such lease shall require the tenant thereunder to comply with the terms and conditions of the District Declaration, Bylaws, Articles of Incorporation, Community Declaration, bylaws and articles of incorporation of the Community Association, and provided further that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the District Association or the Community Association. All leases shall be in writing and shall be enforceable by the District Association and the Community Association, whether or not so stated in its terms. During the term of any lease, an Owner shall not be relieved of any obligations under the terms of the District Declaration and Community Declaration, and Owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the District Declaration, Bylaws, Articles of Incorporation, Community Declaration, any rules and regulations thereunder and any other documents set forth above (hereinafter referred to as a "Violation"), notwithstanding the fact that the tenants are also fully liable for any Violation. In the event a tenant, occupant, guest, invitee or person living with the tenant or occupant commits a Violation, the District Association or Community Association, as appropriate, 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 other remedy available at law or in equity; provided, however, that before any remedy may be pursued against an Owner as a result of a Violation by a tenant, occupant, guest or invitee of such Owner, such Owner shall be given written notice and a reasonable period of time, which shall be not less than ten (10) days, to cure the Violation. In addition to to the limitations set forth in this District Declaration, District Declarant reserves the right to establish various minimum rental periods for portions of the District Property at such time or times as such property is conveyed by the District Declarant to Owners.

Section 5. Time-Share Prohibition. No time sharing plan as the term is defined in Chapter 721, Florida Statutes (2012), as amended, or any similar plan of fragmented or interval

ownership of Units or Unplatted Parcels shall be permitted on the District Property, and no attempt to create same by lease or otherwise shall be allowed.

Section 6. Board of Director's Rights. The Board of Directors, in its sole discretion, by resolution may permit selected non-Owners of any interest in the District Property the non-exclusive right to use portions of the Common Area, subject to such terms and conditions as the Board of Directors may impose in connection with such permitted use and provided that such use does not materially interfere with any Owner's (or its tenants') use or enjoyment of the Common Area or any portion thereof or increase the Common Expenses or Assessments charged to the Owners.

Section 7. Withdrawal. District Declarant reserves the right to amend this District Declaration unilaterally at any time so long as District Declarant owns any land which is subject to this District Declaration, for the purpose of removing certain portions of the District Property then owned by District Declarant, its affiliates or the District Association from the purview, operation and effect of this District Declaration. For such an amendment to have effect, the Community Declarant must consent thereto and such amendment setting forth the withdrawal must be filed in the Public Records of Brevard County, Florida with the consent of the Community Declarant attached.

Section 8. Amendment. This Article shall not be amended without the written consent of District Declarant, unless District Declarant no longer owns any land which is subject to the District Declaration or subject to annexation to the District Declaration.

ARTICLE III
District Association

Section 1. Objects, Purposes and Function. The District Association has been created and established for the objects and purposes of and shall have exclusive jurisdiction over and the sole responsibility for the administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation, protection and improvement of the Common Area and to the extent provided by agreement or otherwise of that portion of the Area of Common Responsibility which is not a part of the Common Area; the establishment, levy, imposition, enforcement and collection of all fines, charges and Assessments for which provision is made in this Declaration; the payment of all Common Expenses; and the promotion and advancement of the general welfare of the members of the District Association; subject in all cases to the right of the Community Association to act in the place and stead of the District Association, in the event the District Association fails to carry out its rights and responsibilities as provided under the District Declaration, the Articles of Incorporation and Bylaws; all as more particularly provided in this District Declaration and in the Articles of Incorporation, Bylaws and rules of regulations of the District Association.

Section 2. Duties and Powers. In addition to those duties and powers conferred by law and those specified and enumerated in the Articles of Incorporation and the Bylaws, the District Association shall have such duties and powers as are, respectively, imposed and

conferred upon it pursuant to this District Declaration, including, without limitation, such duties and powers as may reasonably be implied from, necessary for or incidental to the accomplishment of the objects and purposes for which the District Association has been created and established. All duties and powers of the District Association shall be exercised by the Board of Directors unless otherwise provided in this District Declaration, the Articles of Incorporation and the Bylaws.

Section 3. Membership. Every Owner shall be deemed to have a membership in the District Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit or Unplatted Parcel owned. The membership shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended (subject to each Owner's right of ingress and egress to such Owner's Unit) as provided in this District Declaration, the Articles of Incorporation, the Bylaws and rules and regulations adopted by the District Association. Notwithstanding anything in this District Declaration to the contrary, no governmental authority owning lands, or an interest in lands, dedicated to public use and accepted by such governmental authority shall be a member of the District Association.

Section 4. Transfer of Membership. Membership in the District Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in a Unit or Unplatted Parcel. The membership of an Owner in the District Association shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred and assigned upon the transfer of the ownership interest required for membership in the District Association. Owner agrees to immediately notify the District Association upon such transfer and to deliver to the District Association the address of the new Owner, and a copy of the deed conveying the Unit or Unplatted Parcel to the new Owner.

Section 5. Voting Rights. The District Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A" members shall be all Owners with the exception of the Class "B" member, if any. Voting rights shall be allocated among Class "A" members as follows: (i) each Unplatted Parcel shall be allocated one (1) vote per acre or portion thereof; (ii) each Residential Unit shall be allocated one (1) vote; and (iii) each Multi-Family Unit shall be allocated five (5) votes per acre or portion thereof. Notwithstanding anything to the contrary contained herein, if a Multi-Family Unit is submitted to condominium ownership in accordance with the requirements of this District Declaration, the Multi-Family Unit shall thereafter have no voting rights and in lieu thereof, each condominium unit comprising the Multi-Family Unit shall constitute a Residential Unit and be allocated one (1) vote.

(b) The Class "B" member shall be District Declarant. The Class "B" member shall have 800 votes until the Class "B" membership terminates and becomes converted to Class "A" membership. The rights of the Class "B" member, including the right to approve actions taken under this District Declaration and the Bylaws, are specified elsewhere in this District Declaration and the Bylaws. The Class "B" member

shall be entitled to appoint the members of the Board of Directors during the Class "B" Control Period, as provided in the Bylaws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) The expiration of the Class "B" Control Period; or

(ii) When, in its discretion, the District Declarant so determines.

Section 6. Cumulative Voting. No cumulative voting shall be permitted.

Section 7. District. The District may have the Additional Property and any portion therof annexed thereto in accordance with the terms of the Community Declaration and this District Declaration, and further may be modified subject to the terms and conditions of the Community Declaration pertaining to designation of Districts (as defined therein) and their reconfiguration.

ARTICLE IV
Maintenance

Section 1. District Association's Responsibility. The District Association shall maintain and keep in good condition and repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, restoration, replacement and improvement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon or under the Area of Common Responsibility, including but not limited to driveway and parking areas, drainage and irrigation systems, recreation and open space, utilities, private streets, medians, lights which are part of the Area of Common Responsibility (whether street, pedestrian or otherwise), entry features and signage, traffic control devices and pedestrian systems, and such other actions as may be required pursuant to the terms and conditions of any agreement of the District Association, the District Declaration and the Community Declaration. The District Association shall also maintain and keep in good repair such portions of any additional property not included within the Area of Common Responsibility as may be dictated by this District Declaration, or by a contract or agreement for maintenance thereof by the District Association or by a governmental entity or agency. In the discharge of its responsibilities, the District Association shall comply fully with the Development Order and other Development Approvals to the extent relevant and applicable to the Common Area or the District Association's duties and responsibilities. Except as otherwise specifically provided herein, all costs associated with maintenance, repair, replacement and improvement of the Area of Common Responsibility, or any improvements therein, and additional property (as provided above) shall be a Common Expense to be allocated among all Units and Unplatted Parcels in accordance with this Declaration.

The District Association may maintain property which it does not own (in addition to those portions of the Area of Common Responsibility which it does not own), including, without limitation, property dedicated to the public, if the Board of Directors

determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard (as defined in the Community Declaration).

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit or Unplatted Parcel and all structures and other improvements comprising the Unit or Unplatted Parcel, in good repair and in a manner consistent with this District Declaration and any standard established by the Board of Directors, and in the Arrivas Design Guidelines, as well as the Community-Wide Standard, and all applicable covenants, including those contained within the Community Declaration and the District Declaration, unless such maintenance responsibility is otherwise assumed by or assigned to the District Association. If any Owner fails properly to perform his or her maintenance responsibility, the District Association, in its sole discretion, shall have a right of entry upon such Unit or Unplatted Parcel and may perform such maintenance and assess all costs incurred by the District Association (together with an overhead expense to the District Association of ten percent (10%) of the total amount thereof) against the Unit or Unplatted Parcel and the Owner thereof in accordance with Section 3 of Article VII of this District Declaration; provided, however, except when entry is required due to an emergency situation, the District Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. The District Association shall have no obligation to perform any such maintenance, unless required to do so under the District Declaration or Community Declaration. The determination as to whether a Unit or Unplatted Parcel and all structures and other improvements are being maintained in good repair and in a manner consistent with the foregoing shall be made by the Board of Directors, except to the extent the ARC may otherwise determine as to the Community-Wide Standard.

Section 3. Community Association. If the District Association fails to perform its maintenance responsibility as required herein and in the Community Declaration, the Community Association shall have a right of entry and may perform same and assess the cost thereof, all as provided in the Community Declaration.

Section 4. Determination of District Standard. The District Association may establish a standard for the District as to conduct, maintenance or other activity generally prevailing throughout the District, which standard, if established, shall at least meet that of the Community-Wide Standard. In the event such a standard is established, it may be amended by the District Association and may be enforced by the District Association or Community Association. Notwithstanding the foregoing, the Board of Directors of the Community Association shall determine whether the District or any portion thereof, and all structures, parking areas, landscaping and other improvements located thereon are being maintained in a manner consistent with the Community-Wide Standard.

Section 5. Private Street, Driveway and Streetscape Maintenance. Without limiting the generality of Section 1 of this Article IV, any streets or rights-of-way shown on a Plat as private (and which are not dedicated to and accepted by Brevard County on a Plat) together with associated improvements located within the rights-of-way of such private streets that are owned by the District Association and streetscape elements which are a part of the Common Area shall be maintained and kept in good repair by the District Association. All undedicated paved areas, including, but not limited to rights-of-way, driveways and parking

areas together with associated improvements, now or hereafter constructed on a Multi-Family Unit shall be maintained and kept in good repair by the Owner of the Multi-Family Unit and shall not constitute a part of the Area of Common Responsibility. No governmental body, including without limitation Brevard County, shall be responsible for the maintenance, repair or improvement of any such private streets and any associated improvements located within the right-of-way thereof. The District Association shall establish and maintain a reserve fund for the periodic maintenance (including restriping and resurfacing), repair, replacement and improvement of such private streets and related improvements (including streetscape elements) within the Common Area. In addition to the maintenance of private streets and related improvements, the District Association may enter into an Agreement for the purchase, lease and/or maintenance of lighting fixtures to provide lighting service to the District Property. The payments for the lighting fixtures under any such purchase, lease and/or maintenance agreement shall be Common Expenses which are budgeted for annually pursuant to Section 2 of Article VII hereinbelow.

Section 6. Maintenance of District Drainage System. Stormwater lakes, ponds, and detention and retention areas designated by the District Declarant as part of the Master Drainage System (or which are otherwise conveyed to the Community Association as part of the Master Drainage System) shall be herein collectively referred to as the "Master System Stormwater Ponds." Also included as part of the Master Drainage System are pipes and other structures which exclusively convey stormwater between the Master System Stormwater Ponds. The maintenance and repair of the Master Drainage System shall be the responsibility of the Community Association, except as otherwise provided herein.

The remainder of the lakes, ponds and detention and retention areas within the District Property shall be part of the District Drainage System (hereinafter collectively referred to as the "District System Stormwater Ponds"). Also included as part of the District Drainage System are (i) pipes and other structures which convey stormwater between the District System Stormwater Ponds, (ii) pipes and other structures which convey stormwater between the District System Stormwater Ponds to the Master System Stormwater Ponds, and (iii) catchbasins and related stormwater facilities (including without limitation curbs, gutters and inlets) for any private streets maintained by the District Association. The District Association shall own and operate the District Drainage System. The District Drainage System shall also be part of the Area of Common Responsibility and as such shall be maintained and repaired by the District Association in accordance with section 1 hereinabove of this Article IV. Such obligation of maintenance and repair shall include, without limitation, compliance with all terms and conditions set forth in the permit or permits issued with respect to the District Drainage System or any portion thereof by the St. Johns River Water Management District. The District shall be obligated to perform such maintenance and repair regardless of whether the Community Association is holder of or permittee under such permit or permits. The cost of the maintenance and repair of the District Drainage System shall be a Common Expense under this District Declaration.

Notwithstanding that the Master System Stormwater Ponds are designated as part of the Master Drainage System, the District Association shall be responsible for the following maintenance with respect to the littoral areas and upland portions of the Master System

Stormwater Ponds to the extent such areas and portions are adjacent to and contiguous with the boundary of any Unit, tract or right-of-way located within the District Property:

(a) The control of immersed shoreline grasses, aquatic plants and cattails growing within such littoral areas;

(b) The control of shoreline grasses and plants and maintenance of sod within such upland portions; and

(c) The maintenance of such littoral areas and upland portions so as to prevent and repair erosion and wash-outs.

The District Association shall perform such maintenance in a manner which maintains such littoral areas and upland portions in accordance with the Community-Wide Standard (as that term is defined in the Community Declaration). In the event the District Association fails to perform its maintenance responsibility as required herein with respect to such areas and portions of the Master System Stormwater Ponds, the Community Association shall have the right to perform such maintenance and assess the cost thereof against all Units and Unplatted Parcels within the District as provided in the Community Declaration.

Notwithstanding the provisions of this section 6 of Article IV requiring the District Association to maintain the District Drainage System in accordance with all permits issued with respect thereto by the St. Johns River Water Management District in the event the District Association fails to perform its maintenance responsibility as required herein or by the St. Johns River Water Management District, the Community Association shall have the right to perform such maintenance and assess the cost thereof against all Units and Unplatted Parcels within the District as provided in the Community Declaration.

The Community Association is hereby granted a perpetual non-exclusive easement over the Master Drainage System (to the extent title thereto is not held by the Community Association with respect to any portion thereof) and over the District Drainage System for the purpose of operating, maintaining and repairing the same, together with a right of ingress and egress over, upon and across any tract which is a part of the Master Drainage System or the District Drainage System, or any Common Area adjacent to the Master Drainage System or the District Drainage System, at reasonable times and in a reasonable manner, for the purpose of effectuating the easement rights created under this section 6 of Article IV. The District Association is hereby granted a perpetual non-exclusive easement over the Master Drainage System (to the extent title thereto is not held by the District Association with respect to any portion thereof) for the purpose of maintaining and repairing the littoral areas and upland portions of the Master System Stormwater Ponds, together with a right of ingress and egress over, upon and across such portions of the Master Drainage System, at reasonable times and in a reasonable manner, for the purpose of effectuating the easement rights created under this section 6 of Article IV. The Owner of a Unit adjacent to a Master System Stormwater Pond is hereby granted a perpetual non-exclusive easement over that portion of the Master Drainage System adjacent to such Unit for the limited purpose of maintaining the portion of such water area or buffer area located between such Owner's Unit and the ordinary high water line of any such

water area or the vegetation line of any such buffer area of the Master System Stormwater Pond, together with a right of ingress and egress over, upon and across such portions of the Master Drainage System, at reasonable times and in a reasonable manner, for the purpose of effectuating the easement rights created under this section 6 of Article IV. In addition, the Community Association and the District Association are each hereby granted a perpetual, non-exclusive easement for stormwater drainage and flow over and through the Master Drainage System and the District Drainage System, to the extent title thereto is not held by the Community Association or the District Association, as the case may be.

ARTICLE V
Use Restrictions

The District Property shall be used only for such purposes as are permitted in the Development Order and other applicable Development Approvals, subject to such further restrictions as may be set forth in this District Declaration, any Supplemental Declaration or Annexation Agreement, and the Community Declaration or other covenants or deed restrictions pertaining thereto. No changes in the uses and intensities of uses permitted in the Development Order (and other applicable Development Approvals) pertaining to the District Property may be made, nor may any application therefor be made to any governmental authority, without the prior written approval of the District Declarant, as long as District Declarant owns any land within the District Property or which may be annexed thereto in accordance with the terms of this District Declaration.

The District Property shall also be subject to such further restrictions as District Declarant may impose under and by virtue of deeds to Owners. Restrictions identified in any such deed as being enforceable by the District Association shall be enforceable by the District Association, acting through the Board of Directors, in the same manner as if such restrictions were set forth in this District Declaration. In addition, the Community Association, acting through its board of directors, shall have standing and power to enforce restrictions and standards imposed under the District Declaration and to enforce deed restrictions on the District Property which may be enforced by the District Association.

The District Association, acting through its Board of Directors, shall have the authority to make, enforce, amend and delete standards and restrictions governing use of the District Property in addition to those contained herein, and to impose reasonable user fees for use of the Common Areas, provided however, should such standards and restrictions be in conflict with or less stringent than those contained in the Community Declaration, then the terms and conditions of the Community Declaration shall control. Sanctions may include reasonable monetary fines (that in the aggregate may exceed $1,000.00 notwithstanding any statutory limitations) which may be secured by a lien upon an Owner's Unit or Unplatted Parcel in the same manner as delinquent Assessments, all as more particularly set forth in the Bylaws. During such time as District Declarant owns any land which is subject to the District Declaration, any standards and restrictions governing the use of the District Property made, amended or deleted, shall not apply to the District Declarant and that portion of the District Property owned by it unless District Declarant consents thereto.

The Board of Directors may delegate its power and authority to enforce restrictions pursuant to this Article V to a Covenants Committee as provided in the Bylaws.

Section 1. Prohibited Uses. The District Property shall only be used for office, retail, institutional, residential and apartment purposes.

Any dispute as to whether the use of any portion of the District Property complies with this District Declaration shall be resolved in accordance with Section 25 of this Article V.

Section 2. Construction of Buildings and Improvements; Landscaping. The Community Declarant shall review and approve all new construction and all modifications and additions thereto within the District Property. The Community Declarant's review and approval of all new construction and all modifications and additions thereto shall be administered by the PRC in accordance with the Arrivas Design Guidelines. In accordance with sections 16 and 17 of Article V of the Community Declaration, the design and initial construction of all buildings and related improvements within the District Property, and all modifications and additions thereto, shall not be subject to the review and approval of the ARC or otherwise fall under the jurisdiction of Article V of the Community Declaration as a result of the restrictions and requirements imposed and provided for in this Section 2 of Article V. No construction of buildings, structures, paving, driveways, sidewalks, signs or other improvements of any kind (which shall include staking, clearing, excavation, grading and other site work related thereto), no exterior alteration, addition or modification of existing improvements, and no landscaping or the removal of landscaping, shall be commenced or otherwise occur upon any portion of the District Property except in accordance with plans and specifications approved in advance by the PRC. Each Unit when developed shall be landscaped in compliance with the landscape design criteria and other applicable provisions of the Arrivas Design Guidelines concurrently with the completion of building improvements. No artificial grasses, plants or vegetation shall be placed or maintained on the exterior portion of any Unit. No trees, hedges, other landscaping, yard ornaments or decorations of any type whatsoever shall be placed on any portion of the Common Area by any Owner or other occupant of the District Property; provided, however, that the preceding clause shall not be construed or operate to limit or diminish the obligation of each Residential Unit's Owner to maintain that portion of any street right-of-way between such Owner's Residential Unit and the street pavement within such right-of-way. Unless otherwise authorized by the PRC, trees may not be planted on any Residential Unit within the area between the pedestrian sidewalk constructed on such Unit and the street located adjacent and parallel to such sidewalk. Nothing herein or in the landscape design criteria from time to time included as part of the Arrivas Design Guidelines shall prohibit or be construed to restrict "xeriscaping" or "Florida-Friendly" landscaping within the District.

(a) Swimming Pools, Storage Tanks, Exterior Equipment. No above ground swimming pools shall be constructed or installed on any portion of the District Property. All above-ground storage tanks, air-conditioning compressors, pool equipment and other types of exterior equipment, together with containers for household waste, yard waste and recyclables, shall be screened by vegetation, masonry walls or shadow-box enclosures approved by the PRC, so as to be concealed from view from neighboring Units, Unplatted Parcels and adjoining portions of the District Property.

(b) Wells. No well for the production of potable water shall be installed within the District Property. Wells for the production of irrigation water are permitted within the District Property so long as such is approved in writing in advance by the PRC and is properly permitted by the governmental units having jurisdiction.

(c) Storm and Security Shutters. All storm shutters, security shutters or other protective devices (including without limitation panel, accordion and roll-up style shutters) visible from outside a Unit shall be of a type as approved by the PRC and installed and used strictly in accordance with all requirements set forth in the applicable policy statement promulgated by the ARC, as the same may be amended from time to time.

(d) Decorations and Ornaments. No decorative objects visible from a street or adjoining Unit including, but not limited to, fountains, yard lights, sculptures, statues, art work, weather vanes, flagpoles or other types of exterior ornamentation shall be installed or placed within or upon any portion of any Unit or Unplatted Parcel without the prior written approval of the PRC. This section shall neither apply to temporary decorations for national holiday purposes (i.e., Fourth of July, Halloween, Christmas, Hanukah, etc.), nor operate or be construed to prohibit the display of one portable, removable United States flag by a Unit Owner, provided such flag is flown in a respectable manner in accordance with applicable federal law and rules adopted by the Board of Directors with respect to the display of flags, if any.

(e) Visibility at Street Intersections. Notwithstanding anything to the contrary in this Article V, improvements (such as fences and walls) and landscaping which obstruct or unreasonably interfere with visibility at street intersections is prohibited and each Owner shall maintain landscaping located on such Owner's Unit in a manner which maintains visibility at street intersections in accordance with applicable governmental requirements.

(f) Encroachment into Mitigation and Conservation Areas. No Owner or any person claiming, by, through or under an Owner shall take any action which may adversely affect, disturb or alter any Mitigation Area or Conservation Area (as those terms are defined in the Development Order) located within the District Property, including without limitation, the installation of any structure, object or landscaping within any such area and mowing, trimming or removing native vegetation located therein.

(g) Maintenance of Improvements and Landscaping. All improvements installed or constructed within any Unit located on the District Property, including without limitation all buildings and related structures, shall be operated and maintained by the Owner of such improvements in a first-class and well maintained condition; and such Owner shall take, or cause to be taken, all necessary measures to maintain such improvements in an attractive condition, including, but not limited to, the prompt and regular repair and maintenance of all such improvements. Porches and balconies constructed as a part of any Residential Unit or any apartment rental unit located within a Multi-Family Unit shall be maintained in an attractive condition free of unsightly uses. Landscaping located on any Unit shall be continuously maintained in an attractive condition by the Owner of such Unit. Maintaining landscaped areas in an "attractive condition" shall mean keeping such landscaping in a healthy, well maintained

condition, including, but not be limited to, the regular replacement of mulch and of dead, distressed or diseased plants and trees, the systematic application of fertilizers and weed/insect/fungus controls, and periodic mowing, trimming and pruning.

Section 3. Water and Sewage Facilities. No individual potable water supply system or individual sewage disposal system shall be permitted for any portion of the District Property.

Section 4. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain within or upon any portion of the District Property for a continuous period in excess of forty eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any portion of the District Property. Unless otherwise approved by the District Association, no semi-tractors, semi-tractor trailers, or vehicle having more that two (2) axles may be stored or parked on the District Property - except vehicles directly related to the construction of improvements upon the District Property while such construction is in progress, or making deliveries from 6:00 a.m. to 10:00 p.m. daily.

(a) Parking and Garage Requirements for Residential Units. The following restrictions set forth in this subsection 4(a) shall apply only to Residential Units. Owners of Residential Units and their guests and invitees shall park only in the garages or in the driveways located on their respective Units or designated areas on Common Area as may be directed by the Board of Directors, in which parking may or may not be assigned, subject to such reasonable rules as the Board of Directors may adopt. Owners, their tenants, guests and invitees shall not park within a Residential Unit's yard, on street medians, in a manner obstructing any sidewalk, driveway or alley, or in the Common Area (unless the District Association designates such Common Area for parking). Parking spaces and parking areas located within the right-of-way of any street or right-of-way shown on a Plat and dedicated to Brevard County thereon as a public street or right-of-way, are intended for use by the general public and such parking spaces and areas shall neither be Common Area nor designated or assigned in any manner for the exclusive or non-exclusive use by the Owner of any Residential Unit or such Owner's family, guests or invitees. Owners of the Residential Units and their guests and invitees shall not park in any parking area located on a Multi-Family Unit or designated by the Board of Directors within the Common Area for use by the tenants or guests of a Multi-Family Unit. All commercial vehicles, recreational vehicles, buses, trucks, pick-up trucks (other than unmodified stock pick-up trucks and so-called sport utility vehicles intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), vans (other than mini-vans and full-sized vans intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage unless otherwise permitted by the Board of Directors. Storage of any of the foregoing in the driveway of a Residential Unit or any street or alley adjacent to such Unit is prohibited. Notwithstanding anything in the preceding sentence to the contrary, a recreational vehicle, boat and/or boat trailer may be kept within the driveway of a Residential Unit for up to twenty-four (24) hours for cleaning, loading and/or unloading

purposes, subject to such guidelines and restrictions as may be adopted by the Board of Directors from time to time with respect thereto. Each Residential Unit shall have at least a two car garage or if permitted by the PRC, a similar space for permanent parking of two cars. Nothing in this section shall be construed to prohibit the parking of any sheriff's office, police department or highway patrol car or van in the driveway of a Residential Unit in the same manner as provided hereinabove for private noncommercial vehicles. (This section shall not apply to construction or similar vehicles or construction trailers which may be parked on a Residential Unit, but only during such reasonable period of time within which construction of improvements thereon is occurring).

(b) All use of motorized vehicles within the District Property shall be in accordance with applicable governmental regulations and rules adopted by the Board of Directors, if any, and at the sole risk of the operator thereof; and no claim, action or law suit shall be made against the District Association in connection with or arising from any personal injury or property damage resulting from such use, and each Owner who uses a motorized vehicle, or permits the same to be used by such Owner's family, guests, invitees, tenants or agents, agrees to release and indemnify the District Association from any claim, loss damage, cost or expense resulting or arising from such use.

Section 5. Storage. Unless specially approved by the PRC, no materials, supplies or equipment (except during the construction of improvements) shall be stored on any portion of the District Property, except inside an enclosed building, or behind a visual barrier approved by the PRC, screening such areas from the view of adjoining portions of the District Property, any other properties, and any public right-of-way. All refuse, trash and garbage containers shall be located in an enclosed building or other improvement or otherwise screened from view by a visual barrier approved by the PRC.

Section 6. Clearing and Excavation. No clearing or excavation of any portion of the District Property shall occur except in connection with construction approved by the PRC, or maintenance or repair of improvements or landscaped areas on the District Property.

Section 7. Awnings and Window Coverings; Laundry; Signs. No awnings, canopies or decorative window shutters shall be affixed to the exterior of any Unit without the prior written approval of the PRC. No bed linens, towels, foil, flags, banners or reflector film may be utilized as window coverings in any Unit in the District Property; and no clothes line may be installed or used on any porch or balcony located within the District Property. The use of films, coatings and tinting on windows in any building or improvement constructed within the District Property is prohibited unless approved by the PRC prior to application. With the exception of one "For Sale" or "For Lease" sign per Residential Unit and one political sign per Residential Unit (provided such political sign is erected not more than thirty (30) days prior to the applicable election and is removed within two (2) days after the date of such election other than a primary), all of which not to exceed the applicable size established by the PRC, no sign of any kind shall be erected on any portion of the District Property without the prior written consent of the PRC. No banners, signs or posters may be displayed on the exterior or be visible from the interior of any Residential Unit or any apartment rental unit located on the District Property. With respect to Multi-family Units, the following restrictions shall apply: all exterior permanent and/or temporary signs erected within the District Property shall comply in all respects with the

sign standards and other applicable provisions set forth in the Arrivas Design Guidelines; all signs, advertisements or notices placed inside a building or other improvement which are intended to be visible from outside such building or other improvement are prohibited. Without limiting the foregoing, the following types of promotions or advertising are specifically prohibited on the District Property: (1) inflatable displays, figures, shapes, images or balloons; and (2) figures, shapes or devices animated by fans, forced air or other means.

Section 8. Recreational Vehicles, Campers, Boats. Except as otherwise expressly provided in Section 4(a) of this Article V, no recreational vehicles, motor homes, campers, boats or any other type of water craft, or any trailer relating thereto, may be parked overnight or stored on the District Property except in an enclosed building or in an area designated for such parking, which area must be enclosed by a opaque fence, berm, landscape screen or other visual barrier approved by the PRC screening such areas from the view of adjoining portions of the District Property, any other properties, and any public right-of-way.

Section 9. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any portion of the District Property, with the exception of (i) dogs, cats, or other usual and common domesticated household pets, which may be kept or permitted in a reasonable number so as not to create a nuisance, provided same are not bred for commercial or other purposes and (ii) dogs, cats, or other usual and common domesticated household pets located within a pet store; and provided, however, those pets which are permitted shall be sheltered inside structures. All dogs, cats and other household pets permitted hereunder must be leashed when outside the exterior boundaries of any Residential Unit or a dwelling located on a Multi-Family Unit. No pet or animal shall be left unattended in a yard in a manner creating a nuisance under Section 10 below. Every person walking a pet shall collect and properly dispose of all animal waste created by the pet. Each Owner shall be responsible for all activities of such Owner's pets. A determination by the Board of Directors that a pet is a nuisance or constitutes a danger to residents within the District shall be conclusive and binding on all parties. When the Board of Directors determines that a pet must be removed from the District Property because it constitutes a nuisance or a danger and so notifies the Owner of the Unit in which such pet resides, the pet shall be removed permanently from the District Property within forty-eight (48) hours of the Owner's receipt of such notice. Any Unit developed for use as either a residential condominium or for apartment rentals may adopt additional regulations regarding animals and pets which shall be enforceable by the condominium board or Unit Owner, respectively.

Section 10. Nuisance. No portion of the District Property shall be used, in whole or in part, for the storage of any material, substance or object that will cause such portion of the District Property to appear to be in an unclean, unsightly, unhealthy or unkempt condition or that will be obnoxious to the eye; nor shall any material, substance or object be kept upon, nor shall any use or practice be allowed upon, any portion of the District Property that will emit foul or obnoxious odors or that will cause any loud noise or other condition that disturbs the peace, quiet, safety, comfort or serenity of persons of ordinary sensibilities, or which is a source of material and unreasonable annoyance or discomfort to persons of ordinary sensibilities, within the District Property or any part thereof. No illegal, noxious, or offensive activity shall be carried on or conducted upon any portion of the District Property. With respect to any portion of

the District Property developed for residential use, the pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing the assembly and disassembly, restoration or repair of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions upon any such portion of the District Property shall occur only within a garage or other similar walled interior area and shall not be visible to view. Notwithstanding any provision hereof to the contrary, however, the following activities and/or conditions shall not be deemed or construed to create or constitute a noxious or offensive activity or a nuisance: (i) construction activity occurring in compliance with applicable law and this Declaration on any portion of the District Property, and (ii) activities on any portion of the District Property developed for non-residential use which are ordinary and customary for such non-residential use; provided, however, that nothing herein shall operate to release the Owner of any portion of the District Property used for non-residential purposes from the obligation to properly screen and maintain improvements and associated equipment in accordance with the Community-Wide Standard as reasonably necessary to minimize unkempt views and reduce noise, vibrations, gasses, fumes, smoke and odors. The District Association shall be empowered to determine if any use within the District Property constitutes an offensive use or activity.

Section 11. Antennas, Satellite Dishes, CATV Construction Requirements. The following restrictions shall apply to all Residential Units and all Multi-Family Units located within the District Property, except to the extent any restriction or portion thereof is now or hereafter preempted by law or otherwise rendered unlawful. Except as expressly provided herein, no building mounted or ground mounted antennae for the transmission or reception of cellular, radio or television signals, or any other form of electrical magnetic radiation shall be erected, used or maintained, whether freestanding, attached to any improvement or otherwise. The installation of any dish type antenna designed to receive video programming services by way of direct broadcast service, multichannel/multipoint distribution service or any other type of transmission which exceeds one (1) meter (39.37 U.S. inches) in diameter is prohibited on the District Property and any part thereof, unless otherwise approved in writing by the PRC. Notwithstanding the foregoing sentence, the installation and/or operation on the District Property or any part thereof, of any antenna, dish, receiver or other means of receiving television broadcast signals or any other type of video programming (including, but not limited to, dish type antennas one (1) meter or less in diameter) for the purpose of distributing such signals or programming to multiple Residential Units or multiple apartment rental units located within a Multi-Family Unit is prohibited – except and excluding equipment related to the reception and/or amplification of signals received by means of underground cable from a cable television services provider providing underground cable television services throughout Viera. Without limiting the foregoing, installation of any satellite dish permitted under this District Declaration shall be subject to the prior written approval of the PRC and comply with all applicable policy statements promulgated by the Community Association, as from time to time amended. All buildings intended for occupancy within the District Property or any part thereof, including all Residential Units and all apartment rental units located within a Multi-Family Unit, shall comply with the applicable Viera CATV/Telecommunications Construction Requirements as promulgated by the PRC.

Section 12. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon any portion of the District Property, any tent or trailer or any structure of a temporary nature, without obtaining the prior written approval from the PRC. Provided, however, notwithstanding anything herein to the contrary, an Owner may erect, without the prior approval of the Board of Directors, a tent not exceeding twelve feet (12') in width by twelve feet (12') in length on such Owner's Residential Unit for purposes of a private party or function for a period of time not to exceed twenty-four (24) hours, provided such right to erect a tent may not be exercised more than three (3) times during each calendar quarter unless otherwise approved by the PRC.

Section 13. Drainage. All storm water from any portion of the District Property shall only drain into or onto contiguous or adjacent street rights-of-way, drainage easements, retention areas, Common Area or Areas of Common Responsibility in the manner approved by the owner and operator of the Master Drainage System or the District Drainage System, as the case may be, if such drainage is part of the Master Drainage System or the District Drainage System, respectively. If such drainage is not to be a part of the Master Drainage System or the District Drainage System, then the manner of its drainage shall be approved by the PRC. No Owner (other than the District Declarant) shall be permitted to alter the grade of or original drainage plan for any portion of the District Property, or change the direction of, obstruct, alter or retard the flow of surface water drainage, nor to erect, place or maintain any structure which shall in any way obstruct drainage devices or facilities or impede their efficient operation unless approved by the PRC and the owner and operator of the Master Drainage System or the District Drainage System, as the case may be, if such drainage is part of the Master Drainage System or the District Drainage System, respectively. Without limiting the generality of the preceding sentence, to the extent any drainage swale or swales or portions thereof have been constructed or developed on any Unit for the purpose of managing and containing the flow of stormwater, the Owner of such Unit shall be responsible for the maintenance, operation and repair of such swale or swales or portions thereof on the Owner's Unit. For purposes of the preceding sentence, the term "maintenance, operation and repair" shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management functions as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the flow of stormwater in swales is prohibited. No alteration of any drainage swale shall be authorized unless expressly permitted by the St. Johns River Water Management District. Any damage to any drainage swale, whether occasioned by natural or man-made cause, shall be repaired and the drainage swale returned to its former condition by the Owner or Owners of the Unit or Units on which the swale is located. No modification to the District Drainage System shall be made without the prior written approval of the owner and operator of the Master Drainage System. No Person shall alter the drainage flow of either the Master Drainage System or the District Drainage System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District, the PRC and the owner and operator of the Master Drainage System or the District Drainage System, as the case may be.

Section 14. Lakes, Ponds, Retention and Other Water Areas; Hedging and Landscaping. Units and Unplatted Parcels shall not have riparian rights to lakes, ponds, retention and other water areas. Access to and use of lakes, ponds, retention and other water

areas within the District Property shall be governed and controlled by the owner and operator of the Master Drainage System or the District Drainage System, respectively. This shall not be deemed to imply that any Owners will have access to or rights to use lakes, ponds, retention or other water areas within the District Property. Private docks and other structures or improvements within lakes, ponds, retention and other water areas within the District Property shall not be permitted. Except as may otherwise be specifically approved in advance in writing by the PRC, no Owner shall place or erect any statue, artwork, sculpture, figure, yard ornament or decoration of any type or material on any portion of the District Property which borders any lake, pond, retention or other water area. Landscaping and hedging on portions of the District Property which border any lakes, ponds, retention and other water areas, shall not be constructed, planted or installed, if permitted at all, in such a manner so as to materially obstruct the view of any of the foregoing as determined by the PRC. On those portions of Units and Unplatted Parcels bordering lakes, ponds, retention and other water areas, Owners shall not plant and install landscape hedging alongside property lines except as follows: Owners may plant and install landscape hedging along the side property lines of their respective Units to a point no closer to the rear property line than twenty (20) feet, provided, that the hedge is maintained at no more than three (3) feet in height and no more than two (2) feet in width, that it otherwise complies with the provisions of this Declaration and the landscape design criteria contained in the Arrivas Design Guidelines and is approved in advance in writing by the PRC. The owner and operator of the Master Drainage System or the District Drainage System, as the case may be, may establish rules and regulations relevant to access and use of lakes, ponds, retention and other water areas within the District Property for the limited purposes of fishing and the use of lake slopes. To the extent the rules and regulations of the owner of the Master Drainage System or the District Drainage System allow access to or use of lakes, ponds, retention or other water areas, such use shall be at the risk of the Person undertaking such activity, and there shall be no obligation by the District Declarant or any other party to provide supervisory personnel. At such time as the Class "B" Control Period ends, the rights reserved to District Declarant in this section shall become rights of the District Association, to be exercised by its Board of Directors. BY ACCEPTANCE OF A DEED TO A PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY COMMUNITY DECLARANT, THE COMMUNITY ASSOCIATION, DISTRICT DECLARANT OR THE DISTRICT ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.

Section 15. Walls, Fences and Mailboxes. No fences or walls are permitted anywhere in the District Property without the written approval of the PRC. All fences or walls shall be approved in advance in writing by the PRC and constructed in strict accordance with guidelines approved and issued by the PRC. No mail box of any kind shall be erected on any portion of the District Property without the prior written approval of the PRC, and the mail box located on a Residential Unit shall conform to a standard design adopted by the PRC. The District Declarant reserves the right to require cluster or central mailbox systems in the District Property or portions thereof.

Section 16. Garage Sales. No garage or yard sales of any kind shall be conducted on the District Property, nor shall any signage related to any garage or yard sales be erected, in any manner except as specifically provided by rules adopted by the Board of Directors, which

rules shall address the location, frequency, scope, hours, placement of signs and all other matters relating to garage or yard sales and signage or advertising thereof. .

Section 17. Exterior Illumination. The exterior illumination of buildings, display areas, service areas, parking areas, signs, private roads and bicycle and pedestrian areas shall be designed, installed and maintained in accordance with the applicable ordinances and regulations of Brevard County and the specifications promulgated by the PRC, except to the extent any such specification is prohibited by ordinance or regulation.

Section 18. No Alteration without PRC Approval. No alteration of the Unit or Unplatted Parcel is permitted, nor are additions or appendages to or repainting of the improvements originally approved by the PRC for the Unit or Unplatted Parcel allowed, without the prior written approval of the PRC; provided, however, Owners may repaint their Units in the same color and manner as originally approved by the PRC without necessity of obtaining a second written approval.

Section 19. Community-Wide Standard. The District Property shall comply with the Community-Wide Standard, the terms and conditions of the Community Declaration, and the Arrivas Design Guidelines.

Section 20. Development Order. Each Owner shall comply, at its expense, with the requirements of the Development Order as it relates to the Unit or Unplatted Parcel owned by it and each Owner shall otherwise cooperate with the Community Declarant, District Declarant, Community Association and District Association in their efforts to comply with the provisions of the Development Order.

Section 21. Occupants Bound. All provisions of the District Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, shall also apply to all occupants of any portion of the District Property.

Section 22. Subdivision of Portion of the District Property. During the Class "B" Control Period, no portion of the District Property shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit or Unplatted Parcel, less than the whole thereof (other than a condominium parcel or unit where a Unit has been submitted to condominium ownership in accordance with the requirements hereof), be sold, conveyed or transferred except with the prior written approval of the District Declarant, which approval may be granted or withheld in the sole discretion of the District Declarant. Thereafter, no portion of the District Property shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit or Unplatted Parcel, less than the whole thereof (other than a condominium parcel or unit where a Unit has been submitted to condominium ownership in accordance with the requirements hereof), be sold, conveyed or transferred except with the prior written approval of the District Association. Any such subdivision, boundary line change, platting or replatting shall comply in all respects with applicable subdivision and zoning regulations, the Development Order and the Development Approvals. District Declarant, however, hereby expressly reserves the right to plat, replat, subdivide or change the boundary lines of any portion of the District Property owned by the District Declarant and the right to sell,

convey or transfer any portion of a Unit or Unplatted Parcel less than the whole thereof, without notice to or the approval or consent of any Person being required.

Section 23. Condominium Ownership. A Multi-Family Unit may be submitted to condominium ownership without the approval of District Declarant or the District Association provided, however, that conversion to condominium ownership shall be conditioned on District Declarant's prior review and approval (which shall not be unreasonably withheld or delayed) of the condominium documents for conformance with the District Declaration and the Community Declaration. Any such declaration of condominium shall require all owners of the condominium units created thereby to comply in all respects with this District Declaration and the Community Declaration, and shall contain such provisions as the District Declarant, may reasonably require in its sole and complete discretion. In the event a Multi-Family Unit is submitted to condominium ownership in accordance with the requirements of this District Declaration, whenever the decision of an Owner is required on any matter (whether or not subject to a District Association meeting), only the individual condominium unit Owners (as Owners of Residential Units hereunder) shall be entitled to make such decisions, and the applicable condominium association shall have no authority to make such decision on behalf of the entire condominium, which shall not constitute a Multi-family Unit under this District Declaration.

In the event a Multi-Family Unit is submitted to condominium ownership, Assessments attributable to the Residential Units comprising such condominium shall be paid by the condominium association. All notices of and with respect to Assessments shall be sent to the applicable condominium association. The applicable condominium association shall be responsible for the payment of all Assessments attributable to the Residential Units which it governs. Provided, however, notwithstanding anything herein to the contrary, the District Association reserves the right to directly assess and lien, in accordance with Article VII, Section 4 of this Declaration, Owners of individual condominium units for the Assessments that are attributable to such Residential Units.

Section 24. Casualty Destruction to Improvements. In the event that a Unit is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvements and diligently continue such rebuilding or repairing until completion, or properly clear the damaged improvements and rebuild the same as approved by the PRC, or properly clear the damaged improvements and leave that portion of the Unit that was previously occupied with damaged improvements in a landscaped condition and so as to enable such area to be maintained in a good, clean and orderly condition. As to any such reconstruction of damaged or destroyed improvements, the same may be replaced and restored to their pre-casualty condition. Any material alterations from such pre-casualty condition shall require the approval of the PRC.

Section 25. Disputes as to Use. If there is any dispute as to whether the use of any portion of the District Property complies with this District Declaration, such dispute shall, prior to the expiration of the Class "B" Control Period, be decided by District Declarant, and thereafter by the District Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 26. Enforcement. In the event of the violation of or the failure to comply with the requirements of this Article (including without limitation the failure to comply with the Arrivas Design Guidelines), and the failure of the Owner of the affected portion of the District Property within fourteen (14) days following receipt of written notice from the District Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, then the District Association or its duly appointed employees, agents or contractors, shall have the right, but not the obligation, and an easement and license to enter upon the affected portion of the District Property, without being guilty of any trespass therefor, for the purpose of curing or eliminating such violation, all at the sole expense of the Owner thereof. Such costs and expenses, together with an overhead expense to the District Association of ten percent (10%) of the total amount thereof shall be payable by the Owner of the affected portion of the District Property to the District Association within ten (10) days after written notice to the owner of the amount thereof, which amount shall become or be treated in the same manner as a Special Assessment levied against said portion of the District Property. The District Association may place a lien upon such portion of the District Property to recover such costs and expenses, as provided in Article VII hereof, and the District Association may seek all other legal and equitable remedies available to it. The District Association shall also have the right to levy fines against an Owner for the violation of or the failure to comply with the requirements of this Article, or exercise any other remedy available at law, as more particularly set forth in the Bylaws. Any rights of the District Association hereunder may also be exercised by the Community Association as further provided in this District Declaration.

ARTICLE VI
Annexation of Additional Property

Section 1. Annexation. As the owner thereof, or if not the owner, with the consent of the owner thereof, District Declarant shall have the unilateral right, privilege, and option, from time to time at any time, subject to any required approval of the Department of Housing and Urban Development and the Verterans Administration, to annex to the District Property any additional property (i) which is either abutting the District Property (including additions thereto), (ii) which includes properties which would abut the District Property but for the existence of a road right-of-way, easement or other similar property grant separating it from the District Property, or (iii) which is so situated that its addition will be consistent with a uniform scheme of development as determined in the sole discretion of District Declarant. This right of annexation by District Declarant shall exist until District Declarant no longer owns any property within the District Property or within the additional property described above which may be the subject of annexation to the District Property. Such annexation shall be accomplished by filing in the public records of Brevard County, Florida an Annexation Agreement annexing such property so as to become part of the District Property and Exhibit "A", thereby submitting same to the terms of the District Declaration, which Annexation Agreement shall include the written consent of the Community Declarant thereto. Any such annexation shall be effective upon the filing for record of such Annexation Agreement unless otherwise provided therein. District Declarant or Community Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property described herein reserved to District Declarant, provided that such transferee or assignee shall be the owner of at least a portion of the District Property or the additional property which may be

the subject of annexation to the District Property, and that such transfer is memorialized in a written, recorded instrument executed by District Declarant. Nothing herein shall obligate District Declarant to annex additional real property into the District Property, nor to continue with annexation, if and when it may be commenced.

Section 2. Mixed-Use District. The District Property and any additional property annexed by an Annexation Agreement as provided herein (thereby becoming part of the District Property), shall be a part of the District. The District Association shall be responsible for carrying out its rights and obligations as provided in any declarations pertaining to the District and may not decline to accept such rights and responsibilities as to any property contained within the District. The Units within the District shall be used for single-family and multi-family residential purposes unless otherwise specifically provided in this District Declaration, any Annexation Agreement, any Supplemental Declaration or other declaration of covenants, conditions, easements, reservations and restrictions pertaining to property within the Arrivas District.

Section 3. Amendment. This Article shall not be amended without the written consent of District Declarant, and as to provisions pertaining to it, Community Declarant.

ARTICLE VII
Assessments

Section 1. Creation of Assessments. There are hereby created Regular Assessments for Common Expenses as may from time to time specifically be authorized by the District Association to be commenced at the time and in the manner set forth in Section 5 of this Article. Except as may otherwise be provided in Article VI, Section 3, Assessments shall be levied on all Units and Unplatted Parcels according to the following formula:

(a) Assignment of Points. Each Unplatted Parcel shall be assigned one (1) point per acre or portion thereof. Each Residential Unit shall be assigned one (1) point. Each Multi-Family Unit shall be assigned five (5) points per acre or portion thereof. Upon the conversion of a Multi-Family Unit to condominium ownership, no points shall thereafter be assigned to the Multi-Family Unit (which shall upon such conversion no longer constitute a Multi-family Unit hereunder); rather each condominium unit shall thereafter automatically become a Residential Unit and be assigned one (1) point.

(b) Computation of Assessments. The percentage of the total Assessment to be levied on a particular Unit or Unplatted Parcel shall be computed by dividing the total points assigned to that Unit or Unplatted Parcel subject to the Assessment by the total points for all Units and Unplatted Parcels in the District Property subject to the Assessment. The percentage of the total Assessment for each Unit or Unplatted Parcel subject to Assessment shall be computed annually by the District Association. The District Association may base such calculation upon a reasonable estimate by the Board of Directors of the number of Units and

Unplatted Parcels that will be added to the District Property during the applicable fiscal year. The Assessment for a Unit or Unplatted Parcel shall be arrived at by multiplying the total budget amount or total Assessment adopted by the Board of Directors (as it may be amended from time to time) by the applicable percentage of the total Assessment computed for such Unit or Unplatted Parcel. Upon annexation of additional property into the District Property, the assessment amount per Unit or Unplatted Parcel shall remain unchanged for the fiscal year in which the annexation occurs and shall be prorated based upon the date of annexation for the additional property being annexed unless otherwise determined by District Association. In the immediately following fiscal year of the Association, Assessments shall be recomputed under the above formula with the additional annexed property being included in the calculation.

Non-Uniform Assessments are provided for in section 9 of this Article VII. Special Assessments shall be levied as provided in Section 3 of this Article VII. Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the District Property, is deemed to covenant and agree to pay these Assessments. All Assessments, together with interest at a rate to be determined by the Board of Directors, not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, penalties, late charges, processing or other fees, costs, expenses and reasonable attorneys' and paralegals' fees, as well as those costs incurred by the District Association pursuant to Section 2 of Article IV of this District Declaration, shall be a charge on the land and shall be a continuing lien upon the Unit or Unplatted Parcel against which each Assessment is made.

All Assessments, together with interest, penalties, late charges, processing or other fees, costs, expenses and reasonable attorneys', and paralegals', fees, shall also be the personal obligation of the Person who was the Owner of such Unit or Unplatted Parcel at the time the Assessment arose, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except as otherwise provided in section 6 of this Article VII with respect to any first Mortgagee who obtains title to a Unit or Unplatted Parcel pursuant to the foreclosure of a first Mortgage or pursuant to a deed in lieu of foreclosure of a first Mortgage.

The District Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing setting forth whether such Assessment has been paid as to any particular Unit or Unplatted Parcel. Such certificate shall be conclusive evidence of payment to the District Association of such Assessment therein stated to have been paid. The District Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the entire Assessment in the event of delinquent payments or the application of additional processing fees and interest in the event that Assessments are to be paid in installments. Notwithstanding the foregoing, in the event the manner and date of payment of Regular Assessments is not established by the Board of Directors, Regular Assessments shall be due in semi-annual

installments due not less than thirty (30) days after the last day of the months of June and December, respectively; and Special Assessments shall be due not less than thirty (30) days after being levied.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein by non-use of the Common Area or abandonment of the Unit or Unplatted Parcel against which the Assessments are made. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of an Assessment or set-off against an Assessment shall be claimed or allowed by reason of any alleged failure of the District Association to take some action or perform some function required to be taken or performed by the District Association under this District Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the District Association, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

So long as the District Declarant has an option to subject additional property to this District Declaration in accordance with Article VI hereof, District Declarant may elect, in lieu of paying Assessments on its unsold Units or Unplatted Parcels, to pay the difference between the amount of Assessments levied on all Units and Unplatted Parcels subject to Assessment (except District Declarant's unsold Units or Unplatted Parcels) and the amount of actual expenditures required during the fiscal year by the District Association. However, District Declarant may exclude from such amount the portion of any reserves which would otherwise be attributable to Units or Unplatted Parcels owned by the District Declarant. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. Such services or materials may be furnished by any party designated by District Declarant and the value of such services shall be established by District Declarant or by a written statement of the service or material provider.

The District Association is specifically authorized to enter into subsidy contracts or contracts for "in-kind" contribution of services or materials or a combination of services and materials with District Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Adoption of Budget. It shall be the duty of the Board of Directors to prepare and adopt a budget for the District Association covering the estimated Common Expenses during the coming fiscal year. The budget may include a capital contribution establishing a reserve fund taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board of Directors shall set the capital contribution, if any, in an amount sufficient to permit the District Association to meet the projected capital needs. The Board of Directors shall provide in accordance with the provisions of the Bylaws and applicable law notice of the adoption of the budget and the amount of the Regular Assessment to be levied against each Unit or Unplatted Parcel for the following fiscal year, calculated as provided in Section 1 of this Article. Such budget and Regular Assessment shall become effective upon adoption of the budget by the Board of Directors.

Notwithstanding the foregoing, however, in the event the Board of Directors fails for any reason so to adopt the budget for any year, then and until such time as the budget shall have been adopted by the Board of Directors, the budget in effect for the immediately preceding year shall, with an increase of ten percent (10%) or such lower amount as is determined by the Board of Directors, continue for the current year.

In the event that the Board of Directors shall determine during any fiscal year that the Regular Assessment established for such fiscal year is or will become inadequate or insufficient to meet all Common Expenses and reserve amounts, if any, for such fiscal year for whatever reason, the Board of Directors shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy of the Regular Assessment for such fiscal year, adopt an amendment to the budget to cover such deficiency, and levy supplemental or revised Regular Assessments for such fiscal year, calculated as provided in Section 1 of this Article VII. Such amendment to the budget and such supplemental or revised Regular Assessments shall become effective upon adoption by the Board of Directors. The Board of Directors shall furnish notice of such amendment to the budget and such supplemental or revised Regular Assessments in the same manner provided in the first paragraph of this Section.

Section 3. Special Assessments. In addition to the Regular Assessments authorized in Section 1 of this Article VII, the District Association may levy and collect a Special Assessment or Special Assessments from time to time for any purpose directly related to the discharge of the District Association's duties and obligations pursuant to this District Declaration. The obligation to pay Special Assessments shall be computed on the same basis as for Regular Assessments, with the total number of points limited to the number of points assigned to those Units or Unplatted Parcels to which the Special Assessment applies. Special Assessments shall be payable in such manner and at such times as determined by the Board of Directors, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board of Directors so determines. If the District Declarant is subsidizing the Regular Assessments as provided in Section 1 of this Article VII at the time of such Special Assessment, the District Declarant may determine in its discretion whether it desires to subsidize the Special Assessment in the same manner as provided in Section 1, or pay same based on the Units or Unplatted Parcels it owns.

After the District Association has mailed written notice to an Owner of a Unit or Unplatted Parcel at such Owner's last known address, specifying the noncompliance of such Unit or Unplatted Parcel with the terms and conditions of the District Declaration, the District Association may levy and collect a Special Assessment against any Owner individually and against such Owner's Unit or Unplatted Parcel to reimburse the District Association for costs and expenses incurred in bringing an Owner and his Unit or Unplatted Parcel into compliance with the provisions of this District Declaration (including without limitation an overhead expense of ten percent (10%) of the total costs and expenses payable to the District Association).

Section 4. Lien for Assessments. The District Association shall, at any time following the expiration of ten (10) days after the due date of an Assessment, be entitled to cause a claim of lien for such delinquent Assessments to be filed among the Public Records of Brevard County, Florida. Any such claim of lien shall, among other things, state and identify the Unit or

Unplatted Parcel against which the lien is claimed, the name of the Owner of the Unit or Unplatted Parcel as provided in the books and records of the District Association, and the amount of the lien at the time of filing and such additional items as may be secured by the lien. Such lien may be executed by any officer of the District Association or by the management agent or attorney for the District Association. A copy of the claim of lien shall be furnished to the Owner against whose property the lien is filed. The payment of all Assessments established, made, levied and imposed by the District Association pursuant to this District Declaration, as well as any Assessments which may become due on or after the recordation of such lien together with interest, penalties, processing or other fees, late charges, costs, expenses, and reasonable attorneys, and paralegals, fees associated with the collection thereof (whether suit be brought or not), shall be secured by the lien. Upon recording of a notice or claim of lien on any Unit or Unplatted Parcel, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (a) all taxes, bonds, Assessments, and other levies which by law would be superior thereto; (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value; and (c) the lien for Community Association Assessments as provided in the Community Declaration. Such lien may be enforced by suit, judgment or foreclosure in the same manner mortgage liens are foreclosed.

The District Association shall have the power to bid for the Unit or Unplatted Parcel at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit or Unplatted Parcel is owned by the District Association following foreclosure: (a) no Assessment shall be assessed or levied on it; and (b) each other Unit or Unplatted Parcel shall be charged, in addition to its usual Assessment, its pro rata share, based upon its percentage of total Assessments in Section 1 of this Article VII, of the Assessment that would have been charged such Unit or Unplatted Parcel had it not been acquired by the District Association as a result of foreclosure.

Suit to recover a money judgment for unpaid Assessments, interest, penalties, processing or other fees, late charges, costs, expenses and reasonable attorneys and paralegals, fees shall be maintainable without foreclosing or waiving the lien securing the same. If there are multiple Owners of a Unit or Unplatted Parcel, each Owner shall be jointly and severally liable for any Assessments made against such Unit or Unplatted Parcel. The remedies herein provided for the collection and enforcement of Assessments and the foreclosure of the lien therefore shall be cumulative and not alternative and may be brought separately or simultaneously as separate counts in the same action.

Upon payment by a delinquent Owner of any Assessments and other amounts secured by a lien or claim of lien pursuant to this Article VII, Section 4, the District Association shall promptly file a release such lien or claim of lien in the Public Records of Brevard County, Florida.

Section 5. Date of Commencement of Assessments. The Assessments provided for herein shall commence as to each Unit or Unplatted Parcel on the first day of the first month following (i) the date of conveyance of the first Unit or Unplatted Parcel by District Declarant, or (ii) the effective date of the first budget, whichever is later. The first Regular Assessment shall

be adjusted according to the number of days remaining in the fiscal year at the time Regular Assessments commence as to the Unit or Unplatted Parcel.

Section 6. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, penalties, processing or other, fees, late charges, costs, expenses and reasonable attorneys and paralegals fees, shall be subordinate to the lien of any first Mortgage upon any Unit or Unplatted Parcel . The sale or transfer of any Unit or Unplatted Parcel shall not affect the assessment lien or the personal liability of the Owner of such Unit or Unplatted Parcel for payment of the Assessment. However, the sale or transfer of any Unit or Unplatted Parcel pursuant to judicial foreclosure of a first Mortgage, if the District Association is named as a defendant therein, shall extinguish the lien of such Assessments (but not the personal liability of the prior Owner or any subsequent Owner who is jointly and severally liable for said unpaid Assessments pursuant to applicable Florida law, as amended from time to time) as to payments which became due prior to such sale or transfer. Notwithstanding anything herein to the contrary, the holder of a first Mortgage who acquires title to a Unit by foreclosure or deed in lieu of foreclosure shall be liable to the Association for the unpaid Common Expenses and Assessments that became due before the Mortgage holder's acquisition of title to the extent provided in Chapter 720 or other provisions of the Florida Statutes, as amended from time to time. No foreclosure, sale or transfer shall relieve the new Owner of such Unit or Unplatted Parcel from the personal obligation or liability for the payment of any Assessments (including the District Association's right to file a lien for nonpayment thereof) accruing or becoming due after such sale or transfer.

Section 7. Exempt Property. Notwithstanding anything herein to the contrary, the following property shall be exempt from the payment of Assessments:

(a) All Common Area under this District Declaration or under the Community Declaration;

(b) The Areas of Common Responsibility under this District Declaration or under the Community Declaration not within a Unit or an Unplatted Parcel;

(c) All property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks, if any;

(d) All real property not within a Unit or Unplatted Parcel which is part of the Master Drainage System; and

(e) All parcels identified on any Plat as a "Tract" (i.e., a parcel that is owned by the District Association, Community Association or governmental entity).

Section 8. Billing of Assessments by the Community Association. The Community Association may elect to bill the District Association for the combined Assessments due the Community Association with respect to Units and Unplatted Parcels within the District as provided in the Community Declaration.

Section 9. Non-Uniform Assessments. Common Expenses and Assessments including, without limitation, any unpaid share of Common Expenses or Assessments as provided in Section 6, hereinabove, shall generally be allocated and apportioned by the Board of Directors among the Units and Unplatted Parcels within the District Property in a uniform manner. Notwithstanding the foregoing, certain Common Expenses may be attributable to different or unique services to be performed by the District Association for the benefit of one or more Section or phase. The Board of Directors shall determine, in its reasonable discretion and in an equitable manner, which Common Expenses shall be applied in a uniform fashion among all Owners in the District Property, and which Common Expenses are specific or unique to the operation and maintenance responsibilities of a particular Section or phase, and which may be levied upon and paid by only the Owners in that particular Section or phase without allocation among or contribution by other Owners in the District Property. Such allocations or apportionments of Common Expenses by the Board of Directors shall be reflected on the District Association budget for each fiscal year, but shall not require the preparation of or separate budgets for any Section or phase in the District Property except as otherwise determined by the Board of Directors. Provided, however, the Common Expenses and Assessments shall be generally uniform within each respective Section or phase.

ARTICLE VIII
General Provisions

Section 1. Term. The covenants and restrictions of this District Declaration shall run with and bind the District Property, and shall inure to the benefit of and shall be enforceable by the District Declarant, Community Declarant, District Association, Community Association, and Owners, their respective successors and assigns, for a term of thirty (30) years from the date this District Declaration is recorded in the Public Records of Brevard County, Florida, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by two-thirds of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this District Declaration shall be modified or terminated as specified therein.

Section 2. Easements for Utilities and Other Services. There is hereby reserved unto District Declarant, so long as District Declarant owns any property which is subject to this District Declaration or which under the terms of this District Declaration could be annexed to the District Property, and its designees (which may include, without limitation, Brevard County, Florida, any other governmental entity or any utility service provider), blanket non-exclusive easements upon, across, over, and under all of the Common Area, all Tracts identified as such on any Plat, and, to the extent shown on a Plat, over other portions of the District Property, for ingress, egress, installing, replacing, repairing and maintaining telecommunication systems and equipment, fiber optic lines, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewer, surface water management systems, including the Master Drainage System, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into

any Unit or Unplatted Parcel shall be made only after reasonable notice to the Owner or occupant thereof. Such reservation shall be subject to any specific approval right of the Community Declarant that may be required by the Community Declaration.

Section 3. Future Easements. There is hereby reserved to District Declarant, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the District Association, Brevard County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of District Declarant, for the future orderly development of the District in accordance with the objects and purposes set forth in this District Declaration. It is expressly provided, however, that no such further or additional easement shall be granted or created over and upon any Unit or Unplatted Parcel pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of that particular Unit or Unplatted Parcel. The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way, signage and other purposes reasonably related to the orderly development of the District in accordance with the objects and purposes specified in this District Declaration. Such further or additional easements may be hereafter created, granted or reserved by District Declarant without the necessity for the consent or joinder of the Owner of the particular portion of the District Property over which such further or additional easement is granted or required, provided however, such creation, grant or reservation shall be subject to any approval of the Community Declarant that may be required by the Community Declaration.

Section 4. Enforcement. Every Owner and every occupant of a Unit or Unplatted Parcel, and every guest or invitee of any such person, shall comply strictly with the covenants, conditions, and restrictions set forth in the District Declaration and associated documents, and in the deed to the Unit or Unplatted Parcel. The District Association, Community Association, Community Declarant, District Declarant, or an Owner shall have the right individually, collectively or in any combination to enforce the covenants, conditions, restrictions and other provisions of this District Declaration or seek such other relief as may be available as a result of a breach of such covenants, conditions, restrictions and other provisions of the District Declaration, by any proceeding at law or in equity. Failure to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The right to enforce the District Declaration shall include, without limitation, an action to recover sums due for damages or an action for injunctive relief, or both, maintainable by the District Association, Community Association, Community Declarant, District Declarant, or an Owner. In addition, the District Association or the Community Association may impose per diem penalties for failure to comply with this District Declaration and associated documents after notice of such noncompliance and the elapsing of a stated time period within which to cure such noncompliance as further provided in the Bylaws, with each day during which such noncompliance continues being considered a separate violation of the terms hereof. Such penalties shall be due and payable upon imposition and shall be secured, collected and otherwise treated in the same manner as Assessments. The Community Association or Community Declarant shall have the right, but not the obligation, to take all actions that the District Association or District Declarant might otherwise take under the provisions of this District Declaration, including the right to enforce the terms of the District Declaration. Costs, expenses and reasonable attorneys and paralegals, fees, whether suit be

brought or not, including those resulting at all trial and appellate levels, incurred by the prevailing party in any action to enforce any provision of this District Declaration or to seek such other relief as may be available as a result of a breach of such covenants, conditions, restrictions and other provisions of the District Declaration, the Articles of Incorporation, Bylaws, and rules and regulations of the District Association, and any similar associated documents thereunder, or deed restrictions on the District Property, including without limitation actions to recover sums due for damages or actions for injunctive relief, shall be the personal obligation of the non-prevailing party.

Section 5. Indemnification. The District Association shall indemnify every officer, director, committee member and employee of the District Association against any and all costs and expenses, including reasonable attorneys, and paralegals, fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding, or appeal therefrom, (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the District Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the District Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the District Association, and the District Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any such officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The District Association shall, as a Common Expense, maintain adequate general liability and officers, and directors, liability insurance to fund this obligation, if such insurance is reasonably available.

Section 6. Litigation. During the Class "B" Control Period, no judicial or administrative proceeding shall be commenced or prosecuted by the District Association unless approved by a majority of the Board of Directors. Thereafter, no judicial or administrative proceeding shall be commenced or prosecuted by the District Association unless approved by a vote of at least seventy-five percent (75%) of the Board of Directors. This Section shall not apply, however, to (a) actions brought by the District Association to enforce the provisions of this District Declaration or associated documents, or such other relief as may be available as a result of a breach of such covenants, conditions, restrictions and other provisions of the District Declaration or associated documents, or under any deed restrictions imposed on Units or Unplatted Parcels or other portions of the District Property, which shall include, without limitation, actions to recover sums due for damages or actions for injunctive relief (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VII hereof or in the Community Declaration, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the District Association in proceedings instituted against it. This Section shall also not apply to the undertaking of any defense of the District Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the District Declarant or after the Class "B" Control

Period, is approved by the percentage of votes and pursuant to the same procedures necessary to institute proceedings as provided above.

Section 7. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this District Declaration shall be cumulative with those of (i) the Community Declaration and associated documents thereunder, and (ii) any deed restrictions; and the District Association may, but shall not be required to, enforce those documents described in (i) and (ii); provided, however, in the event of conflict between or among such covenants, restrictions and provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of the District Declaration and the District Association or any deed restrictions shall be subject and subordinate to those of the Community Declaration and the Community Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Community Association.

Section 8. Severability. Invalidation of any one of the covenants or restrictions contained in this District Declaration by judgment or court order shall in no way affect the validity of any other provisions contained in the District Declaration, which shall remain in full force and effect.

Section 9. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment for so long as such encroachment shall exist due to the unintentional placement of improvements as a result of minor inaccuracies in surveying, construction or reconstruction, or settling or shifting of the improvements constructed, reconstructed, or altered thereon (provided such improvements are constructed in accordance with the terms of the Community Declaration and this District Declaration).

Section 10. Development and Construction by District Declarant. Nothing set forth in this District Declaration shall be deemed, either expressly or impliedly, to limit the right of District Declarant to change, alter or amend its development plan or plans for the District Property or the Development Order or Development Approvals, subject to the terms and conditions of the Community Declaration, or to construct such improvements as the District Declarant deems advisable prior to the completion of the development of all of the District Property. District Declarant reserves the right to alter its development and construction plans and designs as it deems appropriate from time to time. Nothing in this District Declaration shall be construed to require District Declarant, its successors in interest or assigns to develop any of the District Property, or to develop it in any manner whatsoever.

Section 11. Construction Activity by District Declarant. Notwithstanding anything to the contrary set forth herein, Owners of Units and Unplatted Parcels (and owners of any other portion of the District Property) acknowledge that District Declarant may undertake certain construction or related activities for the purpose of marketing, sale, development and improvement of the District Property or portions thereof. As a result, certain portions of the District Property may experience disturbance or inconvenience from time to time from such activities, however no Owner (or owner of any other portion of the District Property) shall be entitled to seek relief against the District Declarant for any reason related thereto.

Section 12. Community Association Empowered to Enforce District Declaration. The Community Association is hereby authorized and empowered, but shall not be obligated so to act, to enforce the covenants, conditions and restrictions of the District Declaration or deed restrictions pertaining to the District Property, and shall have a reasonable right of entry for purposes thereof, provided however, the Community Association shall so notify the owner of such portion of the District Property in noncompliance, at its last known address, of such noncompliance. The Community Association shall also have the right to exercise any other rights granted to the District Association under the terms and conditions of this District Declaration, the Bylaws and the Articles of Incorporation. Any costs, expenses, reasonable attorneys' and paralegals' fees (as well as a ten percent (10%) administrative overhead factor) incurred by the Community Association as provided hereunder shall be deemed a Special Assessment under Section 3 of Article VIII of the Community Declaration against such portion of the District Property in noncompliance, and shall be subject to collection and such other terms as provided therein and in Article VIII of the Community Declaration.

Section 13. Wildlife, Wetland Programs and Other Components of Development Order. The Community Declarant, District Declarant, Community Association or District Association, may in the future implement wildlife or wetland programs or other components of the Development Order, and this District Declaration may be amended by District Declarant, without the joinder or consent of any Person being required, for the purpose of defining and implementing such programs, and if deemed appropriate by District Declarant, for the purpose of further restricting the District Property in connection therewith, and for the purpose of defining certain responsibilities and obligations of the Community Association, District Association and Owners in regard to the District Property. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE DISTRICT PROPERTY MAY CONTAIN WILDLIFE, SUCH AS ALLIGATORS, RACCOONS, SNAKES, SNAPPING TURTLES, DUCKS, DEER, SWINE, TURKEY AND FOXES. COMMUNITY DECLARANT, DISTRICT DECLARANT. THE DISTRICT ASSOCIATION AND THE COMMUNITY ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE EXCEPT AS MAY BE REQUIRED UNDER THE DEVELOPMENT ORDER, AND THEY HAVE NO RESPONSIBILITY TO NOTIFY OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND ITS GUESTS AND OTHER INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

Section 14. Enforcement by St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the District Declaration which relate to the operation, maintenance and repair of the District Drainage System.

Section 15. Termination of Association. In the event of any termination or dissolution of the District Association, the responsibility for the operation, maintenance and repair of the District Drainage System must be transferred to an entity which would comply with Rule 40C-42.027, Florida Administrative Code (or any successor rule or regulation), and be approved by the St. Johns River Water Management District prior to such termination or dissolution.

ARTICLE IX
Declarant's Rights

Section 1. Assignment of Rights. Any or all of the rights and obligations of District Declarant may be transferred to other Persons including, without limitation, the District Association, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein; provided further, no such transfer shall be effective unless it is in a written instrument signed by District Declarant and duly recorded in the public records of Brevard County, Florida.

Section 2. Development Activities. Notwithstanding any provisions contained in the District Declaration or related documents to the contrary, it shall be expressly permissible for District Declarant, its sales agents, sales representatives, contractors and other designees to maintain and carry on upon portions of the Common Area, Units, Unplatted Parcels or other portions of the District Property owned by District Declarant, such facilities and activities as, in the sole opinion of District Declarant, may be reasonably required, convenient or incidental to the construction or sale of Units or Unplatted Parcels, including, but not limited to, business offices, model units, signs, and sales offices, and siting of construction trailers, construction equipment and materials thereon, and District Declarant, its sales agents, sales representatives, contractors and other designees are hereby granted an easement for access to and use for such purposes and of such facilities.

Section 3. Approval of Additional Covenants and Plats of the District Property. During the Class "B" Control Period, no Person shall record any plat, declaration of covenants, conditions and restrictions or similar instrument, affecting any portion of the District Property owned by such Person without District Declarant's review and written consent thereto, which shall not be unreasonably withheld or delayed. Any attempted recordation without compliance herewith shall result in such plat, declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument, being void and of no force and effect unless subsequently approved by recorded consent signed by District Declarant.

Section 4. Amendment. This Article may not be amended without the express written consent of District Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty-five (25) years from the date this District Declaration is recorded in the public records of Brevard County, Florida, or (b) upon recording by District Declarant of a written statement that all sales activity of District Declarant has ceased.

ARTICLE X
Amendment

This District Declaration may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of two-thirds of the total votes of the District Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

During the Class B Control Period, the District Declarant subject to approval of the U.S.Department of Housing and Urban Development and the Verterans Administration to the extyent such approval is required, reserves the right to amend this District Declaration unilaterally at any time, without prior notice and without the consent of any Person, for any purpose including, without limitation, withdrawal of certain portions of the District Property then owned by District Declarant or its affiliates from the provisions of this Declaration or a change in the uses permitted for the District Property under this District Declaration, by recordation of an amendment in the public records of Brevard County, Florida. Any such amendment by the District Declarant shall be consistent with the general development plan for the District Property set forth in this District Declaration, and with the Development Order of the Properties issued by Brevard County, Florida. Covenants and restrictions consistent with the general plan of development may include, without limitation, requirements for insurance and repair of the Common Area and Units or Unplatted Parcels, rights and obligations in respect to condemnation, rights and obligations of the District Association, including the right to promulgate rules and regulations (including without limitation liens), and providing enforcement powers, and reservation of additional easements over the District Property.

Any amendment of the District Declaration shall be recorded in the Public Records of Brevard County, Florida. In addition to the requirements set forth hereinabove, any amendment of the District Declaration shall require the prior written approval of the Community Declarant. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally amend this District Declaration at any time pursuant to Article VI or to include any provisions which may be required by any federal, state or local governmental entity, agency, or authority.

If an Owner consents to the amendment of this District Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment shall remove, revoke or modify any right or privilege of District Declarant, Community Declarant, Community Association or District Association without the written consent of such party or the assignee of such party's right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by any Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. Any amendment of or to this District Declaration which alters any provision related to the District Drainage System or the Master Drainage System, including any Common Areas or portions thereof used for water management purposes, must have the prior approval of the St. Johns River Water Management District.

By acceptance of a deed of conveyance to a Unit or Unplatted Parcel or other portion of the District Property, each Owner thereof thereby gives its full, irrevocable and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this District Declaration in the manner provided in this Article.

ARTICLE XI
Special Provisions for Arrivas Section

That portion of the District Property described or depicted in Exhibit "A-1" shall be known and referred to herein as the "Arrivas Section". The Arrivas Section shall consist of single family Residential Units, each of which shall be designated on the Plat or Plats of the Arrivas Section. Residences constructed in the Arrivas Section will include so-called "courtyard homes" which feature an enclosed courtyard bounded on one side by the Zero Lot Line Wall of the adjoining Unit. The following covenants, conditions, easements, reservations and restrictions in this Article XI shall apply only to the Arrivas Section, and any additions thereto, and shall not apply uniformly throughout the District Property.

Section 1. Arrivas Section Maintenance.

(a) Landscape Maintenance. The lawn, landscaping (other than landscaping which may be planted by an Owner pursuant to the terms hereof and the lawn and landscaping within the enclosed courtyard area of a Residential Unit), and irrigation system hereafter installed in connection with any Residential Unit located in the Arrivas Section shall be maintained by the District Association as part of the Area of Common Responsibility at such times and in such manner as shall be determined by the District Association. Such lawn and landscape maintenance shall include lawn mowing and edging and the application of mulch, fertilizers and weed, insect and disease control agents, at such times and in such manner as shall be determined by the District Association. Owners within the Arrivas Section may not plant trees, plants or other landscaping of any kind on any Area of Common Responsibility (which includes all yard areas of any Unit except for the enclosed courtyard area), except for landscaping consistent with the Landscape Design Criteria promulgated by the PRC in an area or areas to be designated by the PRC from time to time. Any such landscaping planted by an Owner shall be maintained by the Owner thereof in a good, aesthetically pleasing manner and shall not be the responsibility of the District Association. Owners within the Arrivas Section may not alter or modify any portion of the irrigation system installed in connection with such Owner's Units (including any timers constituting a part thereof) without the prior written approval of the District Association.

(b) Exterior Painting. In addition to the maintenance obligations set forth in Subsection 1(a) hereinabove, all exterior painting of the Residential Units in the Arrivas Section shall be performed by the District Association as part of the Area of Common Responsibility at such times and in such manner as shall be determined by the District Association.

(c) Other Maintenance. All repairs and maintenance of the Residential Units in the Arrivas Section, other than the maintenance of landscaping and exterior paint as expressly provided hereinabove, shall be the sole and exclusive responsibility of the respect Owners of such Units.

OTHER THAN LANDSCAPE MAINTENANCE AND EXTERIOR PAINTING AS EXPRESSLY PROVIDED IN SUBSECTIONS 1(a) AND 1 (b) HEREINABOVE, ALL MAINTENANCE OF RESIDENTIAL UNITS IN ARRIVAS SECTION, INCLUDING, BUT NOT LIMITED TO, ALL MAINTENANCE, REPAIRS AND /OR REPLACEMENTS OF THE ROOF AND RELATED IMPROVEMENTS FOR EACH RESIDENTIAL UNIT SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF SUCH UNITS IN ACCORDANCE WITH SECTION 2 OF ARTICLE IV HEREINABOVE.

Section 2. Non-Uniform Assessments. Assessments for the Common Expenses attributed to the Arrivas Section shall be assessed in accordance with the provisions of Section 9 of Article VII hereinabove and, because of Common Expenses attributable to the maintenance services provided by the District Association pursuant to Section 1 of this Article XI, shall be different from the Assessments levied for other portions of the District Property.

Section 3. Additional Use Restrictions. The following additional use restrictions shall be applicable to the Arrivas Section:

(a) Zero Lot Line Walls. Zero Lot Line Walls shall have no exterior objects, fixtures, fenestrations or appurtenances of any kind (including, but not limited to, electric panels, vents, plumbing, clean outs, windows or openings) affixed or attached thereto unless the Zero Lot Line Wall is on the street side of a corner or end Residential Unit. If the Zero Lot Line Wall is on the street side of a corner Residential Unit, normal openings and exterior appurtenances may be constructed on the Zero Lot Line Wall. No Owner (whether of the Unit on which the Zero Lot Line Wall is located or of the Residential Unit adjoining the Zero Lot Line Wall) shall paint, decorate or otherwise attach any object, fixture, fenestration or appurtenance to the exterior of a Zero Lot Line Wall, including fencing. No Owner (whether of the Residential Unit on which the Zero Lot Line Wall is located or of the Residential Unit adjoining the Zero Lot Line Wall) shall use the exterior of a Zero Lot Line Wall as a playing surface for any sport or as a surface for any decoration or painting.

(b) Drainage. Each Residential Unit's drainage shall be contained within such Unit and conveyed directly from such Unit to the District Drainage System. No Residential Unit shall drain onto any other Unit within the District. Without limiting the generality of the preceding sentence, each Owner of a Residential Unit shall install, maintain, repair and replace gutters, downspouts and underdrains on such Owner's Unit to ensure that drainage from the roof of such Owner's Unit is discharged only onto such Owner's Unit (and not onto any adjacent Unit).

Section 4. Easements. The following additional easements are hereby declared, established and created with respect to the Arrivas Section and the Residential Units therein:

(a) District Association's Zero Lot Line Wall Easement. Subject to the limitations provided for hereinbelow, the District Association shall have and is hereby granted a perpetual, non-exclusive easement over each Residential Unit for the purpose of painting the Zero Lot Line Wall on the adjoining Residential Unit. Such easement shall be over, on and across that portion of each Residential Unit adjacent to the adjoining Unit's Zero Lot Line Wall described as follows: a strip of land five feet (5') in width running adjacent to and parallel to the Zero Lot Line Wall running from the front boundary line to the rear boundary line of such Unit. The District Association shall also have and is hereby granted perpetual, non-exclusive right of pedestrian ingress and egress over and upon the enclosed courtyard and other exterior areas of each Residential Unit for the purpose of effectuating the easement rights granted pursuant to this Subsection 4(a). The District Association shall indemnify the Owner of each Residential Unit for any and all loss, cost, expense or damage to any person or property incurred by reason of the District Association's use of the rights and easement granted under this Subsection 4(a). The Owner of a Residential Unit shall not make any improvement to such Unit which would unreasonably interfere with or hinder the use of the easement over such Unit created under this Subsection 4(a). The District Association shall give the Owner of a Unit at least 72 hours' notice before entering onto the Unit to begin exercising the easement and rights granted under this Subsection 4(a). The easement and rights granted under this Subsection 4(a) may only be utilized between 8:00 a.m. and 5:00 p.m., Monday through Friday. The easement and rights granted in this Subsection 4(a) may only be utilized for the purpose of painting the Zero Lot Line Wall as provided herein.

(b) Unit Owners' Zero Lot Line Wall Easement. Subject to the limitations provided for hereinbelow, the Owner of each Residential Unit shall have and is hereby granted a perpetual, non-exclusive easement, for the purpose of maintaining, repairing and replacing the Zero Lot Line Wall on, and the roof and associated improvements of, such Owner's Residential Unit, over and upon the adjoining Residential Unit adjacent to such Zero Lot Line Wall. Such easement shall be over, upon and across that portion of such adjoining Unit described as follows: a strip of land five feet (5') in width running adjacent to and parallel to the Zero Lot Line Wall running from the front boundary line to the rear boundary line of such adjoining Unit. Each such Owner of a Residential Unit shall also have and is hereby granted a perpetual, non-exclusive right of pedestrian ingress and egress over and upon the enclosed courtyard and other exterior areas of such adjoining Unit for the purpose of effectuating the easement rights granted pursuant to this Subsection 4(b). Each such Owner shall indemnify the Owner of the adjoining servient Unit for any and all loss, cost, expense or damage to any person or property incurred by reason of such Owner's use of the rights and easement granted under this Subsection 4(b). The Owner of a Residential Unit shall not make any improvement to such Unit which would unreasonably interfere with or hinder the use of the easement over such Unit created under this Subsection 4(b). To avoid any unnecessary or unreasonable disruptions to the

peaceful use and enjoyment of the sevient Unit, any Owner of a Residential Unit intending to utilize the easement and rights granted under this Subsection 4(b) shall both (i) obtain the advance written consent from the Board of Directors, and (ii) give the Owner of the adjoining Residential Unit at least 72 hours' notice, before entering onto such servient Unit to exercise such easement and rights. The easement and rights granted under this Subsection 4(b) may only be exercised between 8:00 a.m. E.S.T. and 5:00 p.m. E.S.T., Monday through Friday. Further, the easement and rights granted under this Subsection 4(b) may only be exercised by the Owner of a Residential Unit four times in any calendar year, unless the District Association determines that emergency circumstances justify additional utilization of such easement. The easement and rights granted in this Subsection 4(b) may only be utilized for the purpose of maintaining, repairing and replacing the Zero Lot Line Wall on, and the roof and associated improvements of, such Owner's Unit as provided herein. For purposes of the preceding sentence, painting shall not be considered a "maintenance, repair or replacement" activity for which the easement granted under the subparagraph 4(b) may be exercised except for incidental painting approved in advance by the Association. The painting of Zero Lot Line Walls is the right and responsibility of the Association as provided in Subsection 1(b) of this Article XI.

(c) Easement for Roof Encroachments. A perpetual, non-exclusive easement over each and every Residential Unit is hereby reserved for roof overhangs, soffits, fascias and guttering (together with all related improvements deemed a part of such roof system) attached to the adjoining Residential Unit; which perpetual, non-exclusive easement shall be appurtenant to the Residential Unit of which the encroaching roof system is a part.

(d) Easement for Zero Lot Line Wall Encroachments. It is contemplated that the Arrivas Section shall be developed as a zero lot line project containing detached single-family residences constructed so that the Zero Lot Line Wall of each residence is located on and abut the boundary line between the adjoining Residential Units. If, however, due to error, conditions in the field, or other causes, the exterior side of such Zero Lot Line Wall is constructed so that it encroaches over the applicable boundary line onto the adjoining Residential Unit, there is hereby reserved over and across each Residential Unit a perpetual exclusive easement for the purpose of accommodating any and all encroachments of the Zero Lot Line Wall (together with all related improvements deemed a part of such wall system) which is a part of the adjoining Residential Unit; which perpetual exclusive easement shall be appurtenant to the Residential Unit containing the encroaching Zero Lot Line Wall.

IN WITNESS WHEREOF, the undersigned District Declarant has executed this District Declaration this 3rd day of February, 2014.

WITNESSES:

Charlene R. Spangler
Print Name: Charlene R. Spangler

Sandra Patrick
Print Name: SANDRA PATRICK

THE VIERA COMPANY, a Florida corporation

By: _____
Name: Stephen L. Johnson
Title: Pres.

Address: 7380 Murrell Road, Suite 201
Viera, Florida 32940

STATE OF FLORIDA)

COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 3rd day of February 2014 by Stephen L. Johnson, the President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.

CHARLENE R. SPANGLER
Notary Public, State of Florida
My Commission Expires May 27, 2015
Commission No. EE 84836

Charlene R. Spangler
Print Name: Charlene R. Spangler
Notary Public: Florida
Commission No.: EE84836
My Commission Expires: 5/27/15

CONSENT OF COMMUNITY DECLARANT

THE VIERA COMPANY, a Florida corporation and Community Declarant under that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community, recorded in Official Records Book 3904, Page 624, Public Records of Brevard County, Florida, as the same may have been amended, restated, supplemented or otherwise modified (the "Community Declaration"), hereby joins in the execution of the foregoing Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for the Arrivas District for the purpose of consenting thereto as required by Article X of the Community Declaration.

IN WITNESS WHEREOF, THE VIERA COMPANY has caused these presents to be executed by its undersigned officer thereunto duly authorized on this 3rd day of February, 2014.

Signed, sealed and delivered
in the presence of:

Charlene R. Spangler
Print Name: Charlene R. Spangler

Sandra Patrick
Print Name: SANDRA PATRICK

THE VIERA COMPANY, a Florida corporation

By: _____
Name: Stephen L. Johnson
Title: Pres
Address: 7380 Murrell Rd., Ste 201
Viera, FL 32940

STATE OF FLORIDA)

COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 3rd day of February, 2014 by Stephen L. Johnson the President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.

CHARLENE R. SPANGLER
Notary Public, State of Florida
My Commission Expires May 27, 2015
Commission No. EE 84836

Charlene R. Spangler
Print Name: Charlene R. Spangler
Notary Public
Commission No.: EE84836
My Commission Expires: 5/27/15

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EXHIBIT A
DISTRICT PROPERTY
(Page 1 of 2)

11188 ARRIVAS VILLAGE – PHASE 1 02/03/2014

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF TRACT K, AVENUE VIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51, PAGE 9, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY LINE OF TRACT B, MARKETCENTER VIERA AS PER PLAT BOOK 52, PAGE 75, WITH THE CURVED EASTERLY RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, A 120 FOOT WIDE PUBLIC RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 3128, PAGE 1823, ALL IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AND RUN S66°06'13"W, ON A RADIAL LINE, A DISTANCE OF 120.00 FEET TO THE CURVED WESTERLY RIGHT-OF-WAY LINE OF SAID LAKE ANDREW DRIVE; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVED WESTERLY RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 2610.00 FEET, A CENTRAL ANGLE OF 19°32'25", A CHORD LENGTH OF 885.81 FEET AND A CHORD BEARING OF S33°39'59"E), A DISTANCE OF 890.12 FEET TO A CUSP OF CURVE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°53'03", A CHORD LENGTH OF 35.01 FEET AND A CHORD BEARING OF N87°52'43"W), A DISTANCE OF 38.78 FEET TO THE END OF SAID CURVE; THENCE S47°40'45"W A DISTANCE OF 187.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 17°52'50", A CHORD LENGTH OF 43.51 FEET AND A CHORD BEARING OF S38°44'20"W), A DISTANCE OF 43.69 FEET TO THE END OF SAID CURVE; THENCE S29°47'55"W A DISTANCE OF 184.99 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 41°05'28", A CHORD LENGTH OF 329.90 FEET AND A CHORD BEARING OF N70°00'06"W), A DISTANCE OF 337.07 FEET TO THE END OF SAID CURVE; THENCE S89°27'10"W, A DISTANCE OF 353.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, HAVING A RADIUS OF 870.00 FEET, A CENTRAL ANGLE OF 0°04'31", A CHORD BEARING OF S89°24'54"W, AND A CHORD LENGTH OF 1.14 FEET), A DISTANCE OF 1.14 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°56'36", A CHORD BEARING OF S43°54'21"W, AND A CHORD LENGTH OF 35.65 FEET), A DISTANCE OF 39.68 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 22°42'01", A CHORD BEARING OF S12°54'58"E, AND A CHORD LENGTH OF 125.95 FEET), A DISTANCE OF 126.78 FEET TO A POINT OF REVERSE CURVATURE;

EXHIBIT "A"
DISTRICT PROPERTY

THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, HAVING A RADIUS OF 585.00 FEET, A CENTRAL ANGLE OF 32°47'27", A CHORD BEARING OF S07°52'15"E, AND A CHORD LENGTH OF 330.25 FEET), A DISTANCE OF 334.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 48°30'18", A CHORD BEARING OF S15°43'41"E, AND A CHORD LENGTH OF 197.16 FEET), A DISTANCE OF 203.18 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 54°03'18", A CHORD BEARING OF S67°00'28"E, AND A CHORD LENGTH OF 363.53 FEET), A DISTANCE OF 377.37 FEET TO THE END OF SAID CURVE; THENCE N85°57'53"E, A DISTANCE OF 23.37 FEET; THENCE S04°02'07"E, A DISTANCE OF 186.00 FEET; THENCE S85°57'53"W, A DISTANCE OF 7.38 FEET; THENCE S04°02'07"E, A DISTANCE OF 20.00 FEET; THENCE N85°57'53"E, A DISTANCE OF 32.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF S49°02'07"E), A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S04°02'07"E A DISTANCE OF 110.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°31'29", A CHORD LENGTH OF 31.98 FEET AND A CHORD BEARING OF S35°43'37"W), A DISTANCE OF 34.70 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH; THENCE S14°30'38"E, ALONG SAID NON-TANGENT LINE A DISTANCE OF 100.00 FEET; THENCE N75°29'22"E, A DISTANCE OF 141.04 FEET TO THE NORTHWESTERLY CORNER OF FREEDOM CHRISTIAN CENTER AS RECORDED IN OFFICIAL RECORDS BOOK 3409, PAGE 777, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE BEGINNING OF A CURVE TO THE LEFT; THENCE EAST ALONG THE CURVED NORTH LINE OF SAID FREEDOM CHRISTIAN CENTER, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, HAVING A RADIUS OF 911.09 FEET, A CENTRAL ANGLE OF 08°54'41", A CHORD BEARING OF N71°02'01"E, AND A CHORD LENGTH OF 141.56 FEET), A DISTANCE OF 141.71 FEET TO THE END OF SAID CURVE; THENCE N66°34'40"E CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 354.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1208.50 FEET, A CENTRAL ANGLE OF 18°19'00", A CHORD BEARING OF N75°44'10"E, AND A CHORD LENGTH OF 384.70 FEET), A DISTANCE OF 386.34 FEET TO THE END OF SAID CURVE; THENCE N84°53'40"E CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 23.39 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID LAKE ANDREW DRIVE; THENCE N00°44'37"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 7.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, HAVING A RADIUS OF 1440.00 FEET, A CENTRAL ANGLE OF 46°16'23", A CHORD BEARING OF N23°52'49"W, AND A CHORD LENGTH OF 1131.62 FEET), A DISTANCE OF 1162.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS OF 2610.00 FEET, A CENTRAL ANGLE OF 03°34'49", A CHORD BEARING OF N45°13'36"W, AND A CHORD LENGTH OF 163.06 FEET), A DISTANCE OF 163.09 FEET TO THE POINT OF BEGINNING. CONTAINING 32.55 ACRES, MORE OR LESS.

EXHIBIT "A-1"
DESCRIPTION OF THE
ARRIVAS SECTION

EXHIBIT "A-1"
ARRIVAS SECTION

11188 ARRIVAS VILLAGE – PHASE 1 02/03/2014

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT "B"
ARTICLES OF INCORPORATION OF DISTRICT ASSOCIATION

September 30, 2013

FLORIDA DEPARTMENT OF STATE
Division of Corporations

ARRIVAS DISTRICT ASSOCIATION, INC.
7380 MURRELL RD SUITE 201
VIERA, FL 32940

The Articles of Incorporation for ARRIVAS DISTRICT ASSOCIATION, INC. were filed on September 27, 2013, and assigned document number N13000008823. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H13000215208.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Jessica A Fason
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 813A00022911

P.O BOX 6327 – Tallahassee, Florida 32314

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ARRIVAS DISTRICT ASSOCIATION, INC., a Florida corporation, filed on September 27, 2013, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000215208. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N13000008823.

Authentication Code: 813A00022911-093013-N13000008823-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of September, 2013

Ken Detzner
Secretary of State

ARTICLES OF INCORPORATION
OF
ARRIVAS
DISTRICT ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles");

ARTICLE I

NAME

The name of the corporation shall be ARRIVAS DISTRICT ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "District Association."

ARTICLE II

DURATION

The District Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the District Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Arrivas District recorded or to be recorded in the Public Records of Brevard County, Florida, as it may be amended or supplemented from time to time (the "District Declaration").

ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the District Association is located at 7380 Murrell Road, Suite 201, Viera, Florida 32940.

ARTICLE V

REGISTERED OFFICE AND AGENT

Drew Melville, whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, is hereby appointed the initial registered agent of the District Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE DISTRICT ASSOCIATION

The District Association shall not pay dividends and no part of any income of the District Association shall be distributed to its members, directors or officers. The District Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the District Property and to promote the recreation, health, safety and welfare of the Owners. The District Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the District Declaration. The District Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the District Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the District Association for the benefit of the Owners and for the maintenance, administration and improvement of the District Property, Areas of Common Responsibility and Common Areas. The duties and powers of the District Association shall be exercised by the Board of Directors unless provided otherwise in the District Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the District Declaration, these Articles or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the District Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the property of the District Association; and to provide adequate funding for the performance of any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the District Association for the benefit of the Owners and for the maintenance, administration and improvement of the District Property and Area of Common Responsibility, including without limitation the maintenance and operation of the District Drainage System;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the District Declaration or any other property for which the District Association by rule, regulation, District Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the District Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the District Association may be authorized to do so under the District Declaration or Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all owners of the District Property;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the District Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the District Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the District Declaration;

(i) To maintain, repair, replace and operate portions of the District Property and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the District Association for maintenance, repair, replacement and operation pursuant to the District Declaration, these Articles, the Bylaws, or separate agreement, including without limitation the District Drainage System in a manner consistent with all permits issued by the St. Johns River Water Management District and applicable rules of the St. Johns River Water Management District;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the District Property or which may otherwise be subjected to the jurisdiction of the District Association as provided in the District Declaration. The District Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the District Association as provided in the District Declaration; and

(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

ARTICLE VII

MEMBERSHIP

7.1 Membership. Each Owner, including the District Declarant, shall be a member of the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit or Unplatted Parcel owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. The District Association membership of each Owner shall be appurtenant to the Unit or Unplatted Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit or Unplatted Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the District Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered; but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the District Declaration, the Bylaws and the rules and regulations of the District Association.

7.2 Jurisdiction of District Association. The District Association and each member thereof must accept as members those owners subject to the jurisdiction of the District Association as provided in the District Declaration.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the District Association shall be as set forth in the District Declaration and Bylaws, as the same may be amended from time to time.

8.2 Multiple Owners. Each vote in the District Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit or Unplatted Parcel, it shall thereafter be conclusively presumed for all purposes

that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit or Unplatted Parcel, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the District Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of three (3) directors, but may be enlarged or decreased (i) by the District Declarant during the Class "B" Control Period, in accordance with the District Association's bylaws or (ii) by the approval of a majority of the members after the Class "B" Control Period, provided that there shall always be an odd number of directorships created and that the number of directors is never less than three (3). The initial Board of Directors shall consist of three (3) directors appointed by the District Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles and the Bylaws are:

Name	Address
Drew Melville	7380 Murrell Road, Suite 201 Viera, Florida 32940
Paul J. Martell	7380 Murrell Road, Suite 201 Viera, Florida 32940
Clay Archey	7380 Murrell Road, Suite 201 Viera, Florida 32940

Within thirty (30) days after termination of the Class B Control Period, the members shall elect all directors of the Board of Directors for staggered terms as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE X

OFFICERS

The affairs of the District Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Office	Name	Address
President	Drew Melville	7380 Murrell Road, Suite 201 Viera, Florida 32940
Vice President and Secretary	Clay Archey	7380 Murrell Road, Suite 201 Viera, FL 32940
Treasurer	Paul J. Martell	7380 Murrell Road, Suite 201 Viera, FL 32940

ARTICLE XI

INDEMNIFICATION

The District Association shall indemnify every officer, director, committee member and employee of the District Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the District Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the District Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the District Association (except to the extent they may also be members of the District Association), and the District Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The District Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII

BYLAWS

The Bylaws of the District Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII

AMENDMENTS

These Articles may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least two-thirds of the total votes of the District Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally amend these Articles at any time to include any provisions which may be required by any federal, state or local governmental authority.

No amendment may remove, revoke, or modify any right or privilege of District Declarant or the Class "B" member without the written consent of District Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

ARTICLE XIV

INCORPORATOR

The name and address of the Incorporator of the District Association is as follows:

Name	Address
Jay A. Decator, III	7380 Murrell Road, Suite 201 Viera, Florida 32940

ARTICLE XV

NONSTOCK CORPORATION

The District Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the District Association; provided, however, that membership in the District Association may be evidenced by a certificate of membership which shall contain a statement that the District Association is a corporation not for profit.

ARTICLE XVI

DISSOLUTION

In the event the District Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the District Association have been satisfied from the assets of the District Association or otherwise, the remaining assets of the District Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the District Association shall determine in their sole discretion.

Notwithstanding anything contained in the preceding grammatical paragraph to the contrary, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the District Drainage System must be transferred to and accepted by an entity which meets the requirements of section 40C-42.027, Florida Administrative Code, and which is approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XVII

ADDITIONAL PROPERTY

Additional property may be added from time to time to the District Property in accordance with the District Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the District Association to such additional property as may be contemplated by the District Declaration.

The District Association and each member must accept as members the Owners of all Units or Unplatted Parcels in the District Property where the instrument hereafter annexing additional property to the jurisdiction of the District Association provides that the Owners of Units or Unplatted Parcels in the property annexed to the District Property are intended to be members of the District Association and that the District Association is intended to have jurisdiction over them.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 20th day of September, 2013.

WITNESSES

Charlene R. Spangler
Charlene R. Spangler
(Print Name)

Jay A. Decator, III

Stacie J. King
Stacie J. King
(Print Name)

Address: 7380 Murrell Rd., Ste. 201
Viera, Florida 32940

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 20th day of September, 2013 by Jay A. Decator, III. Said person is known to me.

CHARLENE R. SPANGLER
Notary Public, State of Florida
My Commission Expires May 27, 2015
Commission No. EE 84836

Charlene R. Spangler
Signature of Person Taking Acknowledgement
Print Name: Charlene R. Spangler
Title: Notary Public, State of Florida
Serial No. (if any) —
Commission Expires: 5/27/2015

(((H13000215208 3)))

CERTIFICATE DESIGNATING REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

ARRIVAS DISTRICT ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 7380 Murrell Road, Suite 201, Viera, Florida 32940, has named Drew Melville, located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Drew Melville
Registered Agent

Date: September 20th, 2013

EXHIBIT "C"
BYLAWS OF DISTRICT ASSOCIATION

BYLAWS OF
ARRIVAS
DISTRICT ASSOCIATION, INC.

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BYLAWS OF ARRIVAS DISTRICT ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

Section 1. Name. The name of the District Association shall be ARRIVAS DISTRICT ASSOCIATION, INC. (the "District Association").

Section 2. Principal Office. The principal office of the District Association in the State of Florida shall be located in Brevard County. The District Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the District Association may require.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Arrivas District, recorded or to be recorded in the public records of Brevard County, Florida, as supplemented, restated, renewed, extended or amended, from time to time (the "District Declaration"), unless the context shall otherwise require.

Section 4. Corporate Seal. The seal of the corporation shall bear the name of the District Association, the word "Florida", and the year of incorporation.

Article II

District Association: Membership, Meeting, Quorum, Voting, Proxies

Section 1. Membership. The District Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the District Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. Meetings of the District Association shall be of the members of the District Association and the members shall cast their votes as provided in the District Declaration on those matters requiring a vote of the membership of the District Association. Notwithstanding the foregoing, as to all matters pertaining to the Community Association related to voting by the District, the Voting Member of the District as defined in the District Declaration shall be responsible for casting all votes of the membership of the District Association on all matters requiring the vote of the membership of the District Association, unless otherwise expressly specified in the Community Declaration or the Bylaws of the Community Association. Such Voting Member shall be entitled to exercise such votes as he in his discretion, deems appropriate.

Section 2. Place of Meetings. Meetings of the District Association shall be held at

the principal office of the District Association or at such other suitable place convenient to the members as may be designated by the Board of Directors either within the District Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Annual meetings of the District Association shall be set by the Board of Directors from time to time, provided the first meeting of the District Association occurs no earlier than one year after the District Association is incorporated. The election of directors, if one is required to be held, shall be held at, or in conjunction with, the annual meeting.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the District Association if so directed by resolution of a majority of a quorum of the Board of Directors. In addition, after the Class "B" Control Period has terminated, it shall be the duty of the President to call a special meeting of the District Association if a petition is signed by members representing at least ten percent (10%) of the total votes of the District Association requesting a special meeting. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the time and place of any meeting of the members shall be published in such a manner as is reasonably calculated to provide such notice to each member at least fourteen (14) days in advance of any meeting, but in no event shall such publication provide less notice than that required by Section 720.306, Florida Statutes (2012), as amended from time to time. When required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the District Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any members may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member shall be deemed a waiver by such member of notice of the time, date and place thereof and of the business transacted thereat (if notice of same is required by statute or by these Bylaws), unless such member specifically objects to lack of proper notice at the time the meeting is called to order, or in the case where the business transacted thereat is required to be contained in the notice, such member specifically objects to proper notice before such business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the District Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the

reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to members in the manner prescribed for regular meetings.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that members or their proxies representing at least fifteen percent (15%) of the total votes of the District Association remain in attendance, and provided further that any action taken is approved by members or their proxies representing at least a majority of the number of votes of the District Association required to constitute a quorum.

Section 8. Voting. The voting rights of the members shall be as set forth in the District Declaration as supplemented and amended from time to time, and such voting rights provisions are specifically incorporated herein.

Section 9. Designation of Voting Representative. If a Unit or Unplatted Parcel is owned by one person or entity, its rights to vote shall be established by the record title to the Unit or Unplatted Parcel. If a Unit or Unplatted Parcel is owned by more than one person or entity, the person entitled to cast the votes for the Unit or Unplatted Parcel shall be designated by a certificate signed by all of the record Owners (as defined in the District Declaration) of the Unit or Unplatted Parcel and filed with the Secretary of the District Association. If a Unit or Unplatted Parcel is owned by a general or limited partnership, the person entitled to cast the votes for the Unit or Unplatted Parcel shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the District Association. If a Unit or Unplatted Parcel is owned by a corporation, the person entitled to cast the votes for the Unit or Unplatted Parcel shall be designated by a certificate of appointment signed by the president or vice president of the corporation and filed with the Secretary of the District Association. If a Unit is owned by a limited liability company, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the manager (in the case of a manager-managed company) or managing member (in the case of a member-managed company) and filed with the Secretary of the District Association. If a Unit or Unplatted Parcel is owned in trust, the person entitled to vote for the Unit or Unplatted Parcel shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the District Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit or Unplatted Parcel concerned. A certificate designating the person entitled to cast the votes of a Unit or Unplatted Parcel may be revoked in writing by any Owner thereof; provided, however, that no Unit or Unplatted Parcel shall vote in excess of the voting rights allocated to that Unit or Unplatted Parcel in the District Declaration.

Section 10. Approval or Disapproval of Matters. Whenever the decision of an Owner

is required upon any matter, whether or not the subject of a District Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at a District Association meeting, unless the joinder of record Owners is specifically required by the District Declaration, the Articles of Incorporation of the District Association or these Bylaws.

Section 11. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the District Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that member's Unit or Unplatted Parcel.

Section 12. Proxies. A member may authorize another person to act for him by proxy. Such proxy must be executed in accordance with, and shall be subject to the limitations set forth in, Section 720.306, Florida Statutes (2012), as amended from time to time. Every proxy shall be revocable at the pleasure of the member executing it and shall expire upon the transfer of title to the Unit or Unplatted Parcel giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the District Association officer responsible for maintaining the list of members.

Section 13. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 14. Quorum. Except as otherwise provided in these Bylaws or in the District Declaration, the presence in person or by proxy of the members representing thirty percent (30%) of the total votes in the District Association shall constitute a quorum at all meetings of the District Association. Any provision in the District Declaration concerning quorums is specifically incorporated herein.

Section 15. Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings of the District Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well a record of all transactions occurring at the meeting.

Section 16. Action Without A Meeting. Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of the members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the members entitled to vote with respect to the subject matter thereof; and any such consent shall have the same force and effect as a unanimous vote of the members.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the District Association shall be governed by the Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the District Declarant, the directors shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board of Directors at the same time. In the case of a member which is a corporation, partnership, or other legal entity, the person designated in writing by certificate filed with the Secretary of the District Association as the voting representative (pursuant to Article II, Section 9 hereof) of such corporation, partnership or other legal entity shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control. During the Class "B" Control Period (as defined in the District Declaration), all members of the Board of Directors shall be appointed by the District Declarant acting in its sole discretion and shall serve at the pleasure of the District Declarant.

Section 3. Number of Directors. During the Class "B" Control Period the number of directors on the Board of Directors shall be not less than three (3) nor more than five (5). Thereafter the number of directors on the Board of Directors may be increased or decreased upon approval of a majority of the members, provided that there shall always be an odd number of directors and further provided that all incumbent directors shall be permitted to serve out their existing terms unless they sooner resign. The initial Board of Directors shall consist of three (3) directors appointed by the District Declarant. In the event the Declarant elects to have five (5) directors during the Class "B" Control Period, then three (3) of the members shall be appointed by the Declarant and two (2) of the members shall be elected by the members, with the members appointed by the Declarant serving until their resignation or replacement and the members elected by the members serving two (2) year terms (except as otherwise expressly provided in Section 5 of this Article III hereinbelow). In the event that the Declarant elects to reduce the number of directors during the Class "B" Control Period from five (5) to three (3), the Declarant shall cause two (2) directors appointed by the Declarant to resign, with their resignations to be effective immediately. The Declarant may appoint additional directors in its sole discretion to the Board of Directors from time to time to replace directors appointed by it or to fill vacancies of directors appointed by it.

Section 4. Nomination of Directors. Except with respect to directors entitled to be selected by the District Declarant as provided in Section 3 of this Article, nominations for election of directors to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of

Directors, and two (2) or more members of the District Association appointed by the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to such annual meeting of the members at which members other than the District Declarant are entitled to elect members to the Board of Directors. Members of the Nominating Committee shall serve a term of one (1) year or until their successors are appointed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Within thirty (30) days after termination of the Class "B" Control Period, the District Association shall call a special meeting at which the members shall elect all directors of the Board of Directors; provided, however, only the director(s) appointed by the Declarant shall be elected at such special meeting and any directors previously elected by the members shall remain as directors one (1) year after the date of such special meeting. Directors elected to replace the directors previously appointed by the Declarant shall serve a term of two (2) years. Upon the expiration of the initial term of office of each director, a successor shall be elected to serve a term of two (2) years. Thereafter, all directors shall be elected to serve two (2) year terms.

At any election of directors by members, each member shall be entitled to cast with respect to each vacancy to be filled on the Board of Directors, as many votes as it is entitled to vote under the terms of the District Declaration. There shall be no cumulative voting. The candidates receiving the largest number of votes shall be elected to fill the positions for which the election is held. Directors elected by the members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

Section 6. Removal of Directors and Vacancies. A director may be removed, with or without cause, by the vote of a majority of the total voting interests. Provided, however, if a specific class of members is entitled to elect a director or directors, only that class of members may vote to remove those directors so elected by that specific class of members. In accordance with all applicable procedures and provisions of the Florida Statutes, directors may be removed by a vote taken at a special meeting of the members called by at least ten percent (10%) of the voting interests or by a written agreement or written ballot without the need for a member meeting. Any director whose removal is sought, shall be given notice, as specified in the applicable provisions of the Florida Statutes for the recall of directors, prior to any meeting called for that purpose, and such notice shall state the purpose for the meeting. At such meeting as the director is removed, a successor shall be elected by the members to fill the vacancy for the remainder of the term of such director. Any director appointed by the District Declarant may only be removed by the District Declarant, in its sole discretion, and the District Declarant shall be entitled to appoint a director to fill the vacancy created.

Any director elected by the members who has three (3) consecutive unexcused absences from Board of Directors meetings or who is delinquent in the payment of any assessment or other charge due the District Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board of Directors to fill the vacancy for the remainder of the term. The foregoing shall not apply to directors appointed by District Declarant to the Board of Directors.

Except in the case of directors appointed by District Declarant, in the event of the death, disability or resignation of a director, a vacancy may be declared by the Board of Directors, and it may appoint a successor. Any director appointed by the Board of Directors shall serve for the remainder of the term of the director who vacated the position. In the event of death, disability or resignation of a director appointed by the District Declarant, the District Declarant shall be entitled to appoint a director to fill the vacancy created, and such director shall serve for the remainder of the term of the director who vacated the position.

B. Meetings.

Section 7. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the District Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meetings of the Board of Directors shall be communicated to directors not less than forty-eight (48) hours prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors of the Board of Directors if the Board of Directors is three members or by any three (3) directors of the Board of Directors if the Board of Directors is five members. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director of the Board of Directors by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, telecopy, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the District Association. Notices shall be delivered at least forty-eight (48) hours before the time set for the meeting.

Section 10. Notice of Meetings. Notwithstanding any other provision for notice of Board meetings contained in this Article III, notice of all Board meetings must be posted in a

conspicuous place on the Common Area at least forty-eight (48) hours in advance of a meeting of the Board of Directors, except in an emergency. Alternatively, if not posted in a conspicuous place on the Common Area, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. Provided, however, an assessment may not be levied at any Board meeting unless written notice of the meeting (i) is provided to all members at least fourteen (14) days prior to the meeting, and (ii) the notice includes a statement that assessments will be considered and the nature of the assessments.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors; Voting. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the District Association for acting as such unless approved by members representing a majority of the total votes of the District Association at a regular or special meeting of the District Association; provided any director may be reimbursed for expenses incurred on behalf of the District Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided the directors participating in the meeting are able through telephone connection to hear and to be heard.

Section 15. Open Meetings; Notice to Members. Subject to the provisions of Section 16 of this Article and the provisions of Florida law, all meetings of the Board of Directors shall

be open to all members, but members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any member may speak. Provided, however, notwithstanding anything in this Section 15 to the contrary, a member may speak on any matter placed on the agenda by a petition of the voting interests for at least three (3) minutes. Meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege shall not be open to members. Except in an emergency, written or printed notice stating the time and place of any meeting of the Board of Directors shall be published in such a manner as is reasonably calculated to provide such notice to each member at least forty-eight (48) hours in advance of any meeting, which publication may be accomplished by posting such notice in a conspicuous place in the District, publishing in a local newspaper, providing a schedule of such meetings or such other method as is determined by the Board of Directors. When required by the provisions of Florida law, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the District Association, with postage thereon prepaid.

Section 16. Action Without a Formal Meeting. Any action to be taken or that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors of the Board of Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the District Association and shall have all of the powers and duties necessary for the administration of the District Association's affairs and may do all acts and things as provided by law as are not by the District Declaration, the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

The Board of Directors shall have exclusive jurisdiction over and the sole responsibility for the District Association's administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Area and Area of Common Responsibility; the establishment, levy, imposition, enforcement and collection of all assessments for which provision is made in the District Declaration; the promotion and advancement of the general interests of the members of the District Association;

all as more particularly provided in the District Declaration, Articles of Incorporation, these Bylaws and the rules and regulations of the District Association.

In addition to the duties imposed by the District Declaration, the Articles of Incorporation and these Bylaws or by any resolution of the District Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

(a) preparation and adoption of annual budgets, including provisions for establishing reserve funds for replaceable assets, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of assessments; provided, unless otherwise determined by the Board of Directors, the Regular Assessment shall be payable in one (1) annual payment in advance on the first day of January of each year;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Area and Area of Common Responsibility;

(d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the District Association, its property, Common Area and Area of Common Responsibility, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the District Association; provided, any reserve fund may be deposited, in the directors' best business judgment in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the District Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the District Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the District Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the District Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the District Declaration or as otherwise determined to be appropriate by the Board of Directors, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the District Association or its members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the District Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Unit or Unplatted Parcel, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit or Unplatted Parcel, current copies of the District Declaration, the Articles of Incorporation, the Bylaws, rules and regulations governing the Unit or Unplatted Parcel, and all other books, records, and financial statements of the District Association;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the District Property; and

(o) entering into contracts, granting easements or performing other rights, obligations or duties of the District Association set out in the District Declaration, including without limitation, the right to enter into any cable television agreement.

Section 18. Management Agent.

(a) The Board of Directors may employ for the District Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Directors' supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), (i) and (o) of Section 17 of this Article. The District Declarant, or an affiliate or other related entity of the District Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on thirty (30) days' or less written notice.

(c) No remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the District Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the District Association; provided, nothing herein shall

prohibit the managing agent from earning commissions for services performed by the managing agent in leasing Units on behalf of Owners of such Units.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, replacement, preservation and protection of the Common Area without the approval of the members of the District Association. The Board of Directors shall also have the power to borrow money for other purposes; provided, the Board of Directors shall obtain the approval of members representing a majority of the total votes of the District Association in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the District Association for that fiscal year. Notwithstanding anything to the contrary contained in the District Declaration, these Bylaws or the Articles of Incorporation, during the Class "B" Control Period, no mortgage lien shall be placed on any portion of the Common Area owned by the District Association without the affirmative vote or written consent, or any combination thereof, of members representing at least a majority of the total votes of the District Association other than District Declarant.

Section 20. Rights of the District Association. With respect to the Common Area, Areas of Common Responsibility, or other areas of responsibility of the District Association, and in accordance with the Articles of Incorporation, these Bylaws and the District Declaration, the Board of Directors on behalf of the District Association shall have the right to contract with any Person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Board of Directors on behalf of the District Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives or Districts and other owners or associations, both within and without the Properties. Such agreements shall require the consent of a majority of all directors of the District Association.

Section 21. Enforcement. The Board of Directors shall have the power to impose reasonable fines, which, unless prohibited by applicable provisions of the Florida Statutes, shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's (and any tenant's, occupant's, guest's or invitee's) right to use the Common Area or Areas of Common Responsibility for violation of any duty imposed upon such Owner under the District Declaration, the Articles of Incorporation, these Bylaws or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the District Association or the Board of Directors to limit ingress and egress to or from a Unit or Unplatted Parcel. In the event that any tenant, occupant, guest or invitee of a Unit or Unplatted Parcel violates the District Declaration, Articles of Incorporation, Bylaws or a rule or regulation and a fine is imposed, the fine may first be assessed against such person; provided, however, if the fine is not paid by such person within the time period set by the Board of Directors, the Owner of such Unit or Unplatted Parcel shall pay the fine upon notice from the District Association. All fines and suspensions imposed pursuant to this paragraph shall be imposed in accordance with the applicable requirements of the Florida Statutes. The failure of the Board of Directors to enforce any provision of the District Declaration, Articles of Incorporation, Bylaws or any rule or regulation

shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder for any violation other than the failure to pay assessments, the Board of Directors or its delegate (or the Covenants Committee, if any) shall serve the alleged violator with written notice by mail, hand delivery or other delivery at the address of the alleged violator contained in the records of the District Association, or if no address of the alleged violator is on record, then by posting written notice at the site of the alleged violation describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors (or the Covenants Committee, if any) for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within the period of time provided in (iii) for requesting a hearing. If a timely challenge is not made, the sanction stated in the notice shall be imposed. The sanction may include, without limitation, sanctions that will automatically be imposed by the District Association in the event the violation is not abated or recurs within a stated period from the alleged violation. Copies of notices and proof of notice shall be placed in the records of the District Association. Proof of notice shall be deemed adequate if a copy of the notice, together with statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice, or if the alleged violator requests a hearing within the time period stated in the notice.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held before the Board of Directors affording the Owner a reasonable opportunity to be heard. Provided, however, a hearing for the purpose of imposing a fine or suspension of rights shall be before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association and are not related within the first degree of any of the forgoing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, recommended by the committee to be imposed by the Board of Directors. In the event the committee, by majority vote, does not approve a proposed fine, suspension or other sanction, it may not be imposed.

(c) Appeal. Following a hearing, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the District Association within ten (10) days after the hearing date. The decision of the Board of Directors shall be final.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the District Association, acting through the Board of Directors, may elect to enforce any provision of the District Declaration, the Articles of Incorporation, these Bylaws, or the rules and regulations of the District Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation, to recover monetary damages, or to seek any other appropriate remedy, or any combination of the foregoing, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the

Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' and paralegals' fees incurred by the District Association, whether suit be brought or not, and including those incurred on appeal, if any.

Article IV

Officers

Section 1. Officers. The officers of the District Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board of Directors. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except that the offices of President and Secretary may not be held by the same person simultaneously.

Section 2. Election, Term of Office, and Vacancies. The officers of the District Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the District Association, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the District Association will be served thereby.

Section 4. Powers and Duties. The officers of the District Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time, specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the District Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the District Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the District Association shall be executed by the President or the Vice-President or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V

Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be provided for in the District Declaration, these Bylaws, the Articles of Incorporation or designated by a resolution adopted by a majority of the directors of the Board of Directors present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the District Declaration, the Articles of Incorporation, these Bylaws and the resolution of the Board of Directors. In the event of conflict in the terms of any of the foregoing, the District Declaration, Articles of Incorporation, Bylaws and resolutions of the Board of Directors (in that order) shall prevail. Each committee shall operate in accordance with the terms related thereto, the rules adopted by the Board of Directors and the terms and provisions of the District Declaration, the Articles of Incorporation and these Bylaws.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board of Directors pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Members of the Covenants Committee may not be officers, directors or employees of the District Association, or the spouse, parent, child, brother or sister of an officer, director or employee. Acting in accordance with the provisions of the District Declaration, these Bylaws and resolutions the Board of Directors may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the District Association for violations of the District Declaration and shall conduct all hearings held pursuant to Article III, Section 21 of these Bylaws. The Covenants Committee shall be formed and hold its proceedings in accordance with the requirements of the Florida Statutes.

Article VI

Indemnification

The District Association shall indemnify every officer, director, committee member and employee of the District Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the District Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the District Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the District Association (except to the extent they may also be members of the District Association), and the District

Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The District Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Article VII

Books and Records

Section 1: Official Records. The District Association shall maintain each of the following items, when applicable, which constitute the official records of the District Association:

(a) copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the District Association is obligated to maintain, repair, or replace;

(b) a copy of the Bylaws of the District Association (as may be amended);

(c) a copy of the Articles of Incorporation of the District Association (as may be amended);

(d) a copy of the District Declaration (as may be amended);

(e) a copy of the Rules and Regulations of the District Association;

(f) the minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years;

(g) a current roster of all members and their mailing addresses and parcel identifications, as well as the electronic mailing addresses and the numbers designated by members who consent to receive notice sent by electronic transmission, such electronic information to be removed from association records when member consent is revoked;

(h) all of the District Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) a current copy of all contracts to which the District Association is a party, including without limitation, any management agreement, lease, or other contract under which the District Association has any obligation or responsibility; bids received by the District

Association for work to be performed must also be considered official records and must be kept for a period of one year;

(j) the financial and accounting records of the District Association, kept according to good accounting practices, which must be maintained for a period of at least seven (7) years, and shall include:

(1) accurate, itemized and detailed records of all receipts and expenditures;

(2) a current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and the amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;

(3) all tax returns, financial statements, and financial reports of the District Association; and

(4) any other records that identify, measure, record or communicate financial information.

(k) a copy of the disclosure summary described in Florida Statutes subsection 720.401(1); and

(l) all other written records of the District Association not specifically included in the forgoing which are related to the operation of the District Association.

Section 2. Inspection and Copying of Records. The official records shall be maintained within the State of Florida and shall be open to inspection and available for photocopying by Mortgagees, members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Board of Directors may establish reasonable written rules regarding the frequency, time, location, notice and manner of inspections in accordance with applicable provisions of the Florida Statutes. The Board of Directors may impose fees to cover the costs of providing copies of the official records, including, without limitation, the cost of copying. The District Association shall maintain an adequate number of copies of the recorded governing documents to ensure their availability to members and prospective members, and may charge only the actual costs for reproducing and furnishing these documents to persons entitled to receive them. Every director of the Board of Directors shall have the absolute right at any reasonable time to inspect all books, records, and documents of the District Association and the physical properties owned or controlled by the District Association. The right of inspection by a director of the Board of Directors includes the right to make extracts and a copy of relevant documents at the expense of the District Association. Notwithstanding anything to the contrary in the preceding sentences, the following records shall not be assessable to members or Owners:

(a) Any record protected by the lawyer-client privilege or work product privilege, included but not limited to, any record prepared by the District Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the District Association and was prepared exclusively for or in anticipation of civil or criminal litigation or adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceeding.

(b) Information obtained by the District Association in connection with the approval of the lease, sale or other transfer of a parcel.

(c) Disciplinary, health, insurance and personnel records of the District Association's employees.

(d) Medical records of Owners or community residents.

Section 3. Annual Budget. The District Association shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year. The budget shall set out separately all fees or charges for recreational amenities, whether owned by the District Association or another person. The District Association shall provide each member with a copy of the annual budget or written notice that a copy of the budget is available upon request at no charge to the member.

Section 4. Accounts and Reports. Within sixty (60) days after the close of the District Association's fiscal year, annual financial reports in conformity with Section 720.303 (7), Florida Statutes (2012), as amended from time to time, shall be prepared. The District Association shall provide each member with a copy of the annual financial report or written notice that a copy of the financial report is available within ten (10) days upon written request at no charge to the member. The financial report shall be prepared in accordance with the classifications and procedures of the applicable provisions of the Florida Statutes. In addition to such financial reports, a confidential delinquency report shall be prepared for the Board of Directors listing all Owners who are delinquent in paying the installments of assessments at the time of the report. The Board of Directors may engage the services of an accountant to prepare, review or audit such reports as determined by the Board of Directors and any expenses in connection therewith shall be Common Expenses.

Article VIII

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the District Association shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board of Directors'

resolution, Robert's Rules of Order (current edition) shall govern the conduct of District Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the District Declaration or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the District Declaration, and these Bylaws, the provisions of Florida law, the District Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 4. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit or Unplatted Parcel of such member; or

(b) if to the District Association, the Board of Directors, or the managing agent, at the principal office of the District Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the members pursuant to this Section.

Section 5. Amendment. These Bylaws may be amended only by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least two-thirds of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The amendment shall be effective upon adoption and a copy thereof shall be recorded in the public records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally amend these Bylaws at any time to include any provisions which may be required by any federal, state or local governmental entity, agency or authority.

No amendment may remove, revoke, or modify any right or privilege of District Declarant or the Class "B" member without the written consent of District Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

IN WITNESS WHEREOF, the members of the Board of Directors and District Declarant have executed and adopted these Bylaws of Arrivas District Association, Inc. this ___ day of _____, 2013.

Drew Melville, Director

Paul J. Martell, Director

Clay Archey, Director

The Viera Company, a Florida corporation

By: _____
Name: Stephen L. Johnson
Title: President