



DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR VIERA EAST VILLAGES DISTRICT

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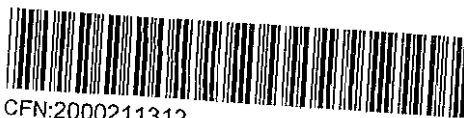
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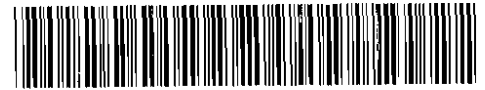
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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR VIERA EAST VILLAGES DISTRICT

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA EAST VILLAGES DISTRICT (hereinafter referred to as this "District Declaration") is made this 19th day of October, 2000 by THE VIERA COMPANY, a Florida corporation (hereinafter referred to as "District Declarant").

W I T N E S S E T H:

WHEREAS, District Declarant is the owner that certain real property located in Brevard County, Florida, being all of the property described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "District Property");

WHEREAS, the District Property is a portion of the Properties as that term is defined in that certain First Amendment to and Restatement of Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (formerly referred to as Viera Southeast Community) recorded in Official Records Book 3225, Page 4071, Public Records of Brevard County, Florida, as supplemented, restated and amended from time to time (hereinafter referred to as the "Community Declaration");

WHEREAS, the Community Declaration anticipates the formation of various Districts (as defined in the Community Declaration) within the Properties as separately denominated residential, commercial, industrial, office, governmental, educational, institutional 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 residential District subject to the Community Declaration as provided therein;

WHEREAS, The Viera Company (f/k/a Duda Lands, Inc.), a Florida corporation, as Declarant under the Community Declaration



(hereinafter referred to as "Community Declarant"), 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.

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) when seventy-five percent (75%) of the Units permitted by the Development Order and other Development Approvals for the District Property and the property which is subject to annexation under the provisions of this Declaration, have certificates of occupancy issued thereon and have been conveyed to Persons other than the District Declarant and Owners holding title solely for the purpose of development and sale;

(b) December 31, 2010; 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 owns or otherwise holds for the common use and enjoyment of all Owners, including without limitation, a pool club and related improvements. 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, the Community Development District 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. The District Association shall accept title to any real estate or personal property 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 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 First Amendment to and Restatement of Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (formerly referred to as Viera Southeast Community) recorded in Official Records Book 3225, Page 4071, Public Records of Brevard County, Florida, as supplemented, restated and amended from time to time.

Section 14. "Community Development District" shall mean and refer to the Viera East Community Development District, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, which Community Development District may pertain to all or portions of the District Property and all or portions of the Properties, and which may also pertain to certain real property not forming a part of the Properties.

Section 15. "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 16. "Development Order" shall mean and refer to that certain Amended and Restated Development Order contained in Resolution 99-288 issued by 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 17. "District" shall mean and refer to Viera East Villages Residential District which comprises a portion of District E 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 18. "District Association" shall mean and refer to Viera East Villages District Association, Inc., a Florida not-for-profit corporation, its successors or assigns, which has been established or is being simultaneously established herewith.

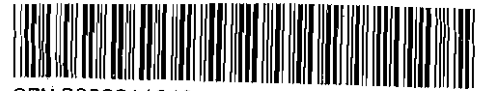
Section 19. "District Declarant" shall mean and refer to The Viera Company, a Florida corporation, or its successors, successors-in-title or assigns who are designated as the District Declarant hereunder in a recorded instrument executed by the immediately preceding District Declarant, provided, however, in no event shall there be more than one District Declarant for the District Property at any given time.

Section 20. "District Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Villages Residential District, as supplemented and amended from time to time.

Section 21. "District Drainage System" shall mean and refer to all land, easements, structures and other facilities and appurtenances which together constitute and comprise the surface water management and drainage system of the District Property (or portions thereof) and serve more than one Unit or Unplatted Parcel as approved by District Declarant.

Section 22. "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 23. "Master Drainage System" shall mean and refer to all land, easements, structures and other facilities and appurtenances which together constitute and comprise the master



surface water management and drainage system of the Properties (or portions thereof) and adjacent property as reflected on plans therefor now or hereafter on file with and approved by Brevard County, Florida and the St. Johns River Water Management District.

Section 24. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt, or other form of security deed.

Section 25. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 26. "Neighborhood" shall mean and refer to a portion or phase of the District Property which may be identified as such by Declarant when, in Declarant's sole discretion, the portion or phase may be comprised of 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.

Section 27. "Neighborhood Restriction" shall mean and refer to a covenant, restriction or provision of this District Declaration which specifically applies only to one or more Neighborhoods in the District Property, and which does not apply uniformly throughout the entire District Property.

Section 28. "Owner" shall mean and refer 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 29. "Person" shall mean and refer to a natural person, a corporation, a partnership, an estate, a trust, a trustee or other legal entity.



Section 30. "Plat" shall mean and refer to the plat of any portion of the District Property.

Section 31. "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 32. "Special Assessment" shall mean and refer to Assessments levied in accordance with Section 3 of Article VII of this District Declaration.

Section 33. "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 the land described therein.

Section 34. "Unit" shall mean and refer to a Lot shown on the Plat, and any structure thereon, intended for development, use and occupancy as an attached or detached residence for a single family. Areas on the Plat designated as Tracts shall not constitute Units. The District Declarant may in its sole discretion amend this District Declaration for the purpose of more specifically designating Units in the District without the necessity of joinder of any other Person to said amendment.

Section 35. "Unplatted Parcel" shall mean a portion of the District Property which is not platted or submitted to condominium or cooperative ownership, but intended for development of more than one Unit, or if platted, is platted into a lot(s) intended for development of more than one Unit. 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 36. "Voting Member" shall mean and refer to the representative (or such representative's alternate if he 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 secretary 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 37. 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. Rights of Owners. Every Owner shall have 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 this District Declaration as it may be amended from time to time, any easements reserved therein or granted by District Declarant or Community Declarant, any terms and conditions of the Community Declaration as it may be amended from time to time, and 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 or easement is subject to (i) the right of the District Association to limit the number of guests of Owners or Owners who may use the Common Area from time to time; (ii) the right of the District Association to promulgate, establish and enforce reasonable rules and regulations pertaining to the use of the Common Area; and (iii) the right of the District Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Area. Any Owner may delegate his right of enjoyment in and to the Common Area to the members of his family, his tenants, guests or invitees, as applicable, subject to reasonable regulation by the Board of Directors of the District Association and in accordance with procedures it may adopt. An Owner of a Unit who



leases his Unit shall not be deemed to have delegated such rights to the Unit's lessee, except to the extent provided in the lease. 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. Leasing. An Owner shall be allowed to lease his Unit or Unplatted Parcel, provided 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. During the term of any lease, 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, Community Declaration, any rules and regulations thereunder and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the documents and regulations. In the event a tenant, occupant, guest, invitee or person living with the tenant or occupant violates the District Declaration, Bylaws, Articles of Incorporation, the Community Declaration, the bylaws or articles of incorporation of the Community Association, or the rules and regulations of the District Association or Community Association, 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.

Section 3. Time-Share Prohibition. No time sharing plan as the term is defined in Chapter 721, Florida Statutes

(1993), 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 4. Board of Director's Rights. The Board of Directors, in its sole discretion, by resolution may extend permission to selected non-owners of any interest in the District Property, to use portions of the Common Area subject to such terms and conditions as the Board of Directors may impose.

Section 5. 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, provided, however, two-thirds of the Owners approve such amendment. 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 6. 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 and protection 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 as provided in this District Declaration, the Articles of Incorporation, the Bylaws and rules and regulations adopted by 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) One (1) vote per acre or portion thereof shall be allocated to an Unplatted Parcel; and (ii) For those portions of the District which are subject to a Plat or are otherwise designated by District Declarant as a Unit, each Unit shall be allocated one (1) vote.

(b) The Class "B" member shall be the 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 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) Upon 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 of which the District Property forms a part may have additional lands annexed thereto in accordance with the terms of the Community Declaration, including without limitation, the property described generally in Article VI, Section 1 of 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. Those portions of the District not subjected to the terms and conditions of this District Declaration may, but shall not be obligated to, become a part of the District Property, in the sole discretion of the District Declarant. Such annexation of additional property into the District Property, if any, may be accomplished in accordance with the terms and provisions of Article VI hereof, and may or may not include if so determined in the sole discretion of the District Declarant and Community Declarant, lands located outside the District, all as further provided in Article VI hereof and as provided in the Community Declaration.

ARTICLE IV Maintenance

Section 1. District Association's Responsibility. The District Association shall maintain and keep in good 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 and replacement, 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, recreational amenities, if any, drainage and irrigation systems, recreation and open space, utilities, private streets, medians, street lights, 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 and replacement of the Area of Common Responsibility and additional property (as provided above) shall be a Common Expense to be allocated among all Units and Unplatted Parcels as part of the Assessments.

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).

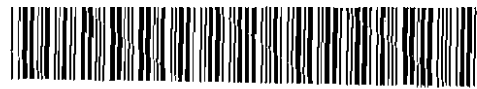
Section 2. Owner's Responsibility. Each Owner (and any owner of a portion of the District Property not within a Unit or Unplatted Parcel) shall maintain his or her Unit or Unplatted Parcel (or portion of the District Property) and all structures, parking areas, landscaping, lakes, ponds, retention and other water areas not a part of the Master Drainage System or the District Drainage System, and other improvements comprising the Unit or Unplatted Parcel (or portion of the District Property) in good repair and in a manner consistent with this District Declaration and any standard established by the Board of Directors, and in any District planning and design criteria, 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. Each Owner of a Unit or Unplatted Parcel adjacent to a lake, pond, retention or other water area or adjacent to a conservation or other wildlife area shall also maintain the portion of such water area or wildlife area located between such Owner's Unit and the ordinary high water line of any such water area or the natural vegetation line of any such wildlife area. In addition, each Owner shall also maintain that portion of any street right-of-way located between such Owner's Unit or Unplatted Parcel and the street pavement within such right-of-way in a manner consistent



with this District Declaration and any standard established by the Board of Directors. 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 (or portion of the District Property) and may perform such maintenance and assess all costs incurred by the District Association (together with an overhead expense to the District Association of fifteen percent (15%) of the total amount thereof) against the Unit or Unplatted Parcel (or portion of the District Property) and the Owner (or 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 (or 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 (or portion of the District Property) and all structures, parking areas, landscaping 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 Declarant or 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 Declarant or District Association and may be enforced by the District Declarant, District Association or Community Association. Notwithstanding the foregoing, the ARC shall determine whether the District or any portion thereof, and all structures, parking areas, landscaping and other improvements located thereon are



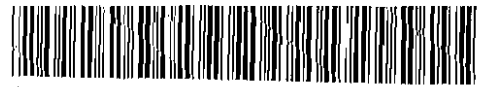
being maintained in a manner consistent with the Community-Wide Standard.

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.

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 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. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted for any portion of the District Property, unless so approved by the ARC.

Section 2. Landscaping. Landscaping on any portion of the District Property and stormwater drainage and retention features located on and serving only a Unit or Unplatted Parcel (and not a part of the Master Drainage System or District Drainage System) shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof consistent with the Landscape Design Criteria for the District as may be promulgated and amended by the ARC from time to time. Declarant hereby specifically provides that the Landscape Design Criteria may be amended by the ARC from time to time, in whole or in part, by the ARC without necessity of recording same in the public records, and that such amendment shall be effective from and on the date of posting on the District Property.

Section 3. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to 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 enclosed garage and not visible from the street or any portion of the District Property or Properties.

Section 4. Storage. Unless specially approved by the ARC, no materials, supplies or equipment (except during the construction of improvements) shall be stored on any portion of

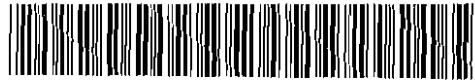


the District Property, except inside a residence and the garage. No storage buildings or sheds are permitted on any Unit or Unplatted Parcel. The foregoing provisions shall not apply to the Community Declarant or the District Declarant.

Section 5. Wells. Without the prior written consent of the ARC, no well for the production of water, whether potable or for irrigation or other limited purposes, shall be dug, used or otherwise permitted on the District Property.

Section 6. Signs. With the exception of one "For Sale" sign per Unit or Unplatted Parcel not to exceed the size established by the ARC, no sign of any kind shall be erected on any portion of the District Property without the prior written consent of the ARC. Such restriction on signage shall not apply to the District Declarant as long as the District Declarant owns property within the District Property.

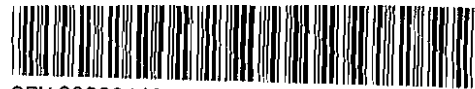
Section 7. Parking and Garages. Owners and their guests or invitees shall park only in their garages or in the driveways serving their Units or Unplatted Parcels or permitted spaces or designated areas on Common Area as may be directed by the District Association, in which parking may or may not be assigned, subject to such reasonable rules and regulations as the Board of Directors may adopt. Owners and their guests or invitees shall not park in the streets, or on yards, medians or Common Areas (unless the District Association designates such Common Area for parking) or over sidewalks. 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 District Association. Storage of any of the foregoing in the yard of a Unit or Unplatted Parcel shall not be permitted unless otherwise



permitted by the District Association. Each Unit shall have a two car garage or if permitted by the ARC and the District Association, a similar space for permanent parking of two cars. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. Garage doors shall be closed except when reasonably necessary for use of garage. (This section shall not apply to construction or similar vehicles or construction trailers which may be parked on an Unplatted Parcel or a Unit, but only during such reasonable period of time within which construction of improvements thereon is occurring.)

Section 8. 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 dogs, cats, or other usual and common household pets, which may be kept or permitted in a reasonable number so as not to create a nuisance as determined by the District Association, provided same are not bred for commercial use; and provided, however, those pets which are permitted shall be sheltered inside structures. All dogs, cats and other household pets allowed hereunder must be leashed when outside and shall not be permitted to run loose. No pet or animal shall be "tied out" in a yard or otherwise left unattended in a yard. Every person walking a pet shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of such Owner's pets. A determination by the District Association that a pet is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the District Association, the pet shall be removed permanently from the District within forty-eight (48) hours of the giving of the notice.

Section 9. Nuisance. No portion of the District Property shall be used, in whole or in part, for the storage of any property or thing 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 substance, thing, or material 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 noise or other condition that will or might



disturb the peace, quiet, safety, comfort, or serenity of the occupants of the District Property or the Properties, or which shall be a source of material and unreasonable annoyance or discomfort to Owners or their tenants or invitees, or which materially and unreasonably interferes with the peaceful possession and enjoyment of the District Property. No illegal, noxious, or offensive activity shall be carried on or conducted upon any portion of the District Property. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall occur only within a garage or other similar walled interior area of the District Property and shall not be visible to view. Notwithstanding the foregoing, construction activity which occurs on the District Property in accordance with the terms of the District Declaration and the Community Declaration shall be permitted. No firearms may be discharged within the District Property.

Section 10. Antennas; Satellite Dishes. No exterior television or radio antennas, aerials or satellite dishes of any kind shall be placed, allowed, or maintained upon any portion of the District Property, including any Unit or Unplatted Parcel unless it is installed in accordance with the policy statement approved and issued by the ARC as the same may be amended from time-to-time. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Units, or from adjacent streets or Common Area. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

Section 11. Clotheslines, Garbage Cans, Tanks and External Equipment. All clotheslines, garbage cans, above-ground tanks, air-conditioning compressors, pool pumps and other similar items of external equipment shall be located or screened, by vegetation or shadow-box enclosures approved by the ARC, so as to be concealed from view from neighboring Units, Unplatted Parcels or portions of the District Property or Properties.

Section 12. Swimming Pools. No above ground swimming pools shall be erected, constructed or installed on any portion of the District Property.



Section 13. Tents, Trailers and Temporary Structures.

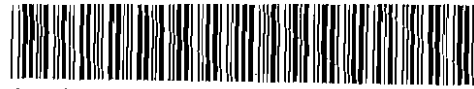
Owners or occupants shall not place upon any portion of the District Property, any tent or trailer or any structure of a temporary nature, without obtaining the prior written approval from the District Association and the ARC.

Section 14. 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 Areas or Areas of Common Responsibility in the manner approved by the ARC 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. 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 ARC. 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 ARC 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.

Section 15. 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 unless so specifically provided herein or in the deed to the Owner of such Unit or Unplatted Parcel. 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 of the District Property or the Owners thereof will have access to or rights to use lakes, ponds, retention or other water areas within the District Property. Docks and other structures or improvements within lakes, ponds, retention and other water areas within the District Property shall not be permitted unless approved by the ARC, and the owner and operator



of the Master Drainage System or the District Drainage System, respectively. Except as may otherwise be specifically approved in advance in writing by the ARC, 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 ARC. On those portions of Units and Unplatted Parcels bordering lakes, ponds, retention and other water areas, Owners may plant and install landscape hedging along side property lines to a point no closer to the rear property line than twenty (20) feet, provided, that the hedge is 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, and that, in all events, it is approved in advance in writing by the ARC. 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, which may include, without limitation, regulation or prohibition of sailing, boating or other watercraft (except that the use or operation of jet skis or other watercraft containing gas, diesel or other form of combustion engines are hereby expressly prohibited), swimming, fishing, or other water sports or activities and use of lake slopes. The District Declarant shall also have the right, but not the obligation, to specifically designate the portions, if any, of the lakes, ponds, retention or other water areas and the corresponding shoreline or beach areas upon which boats or other vehicles may be stored, docked or launched, or within which swimming may be permitted. To the extent the rules and regulations of the District Declarant 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 to provide supervisory personnel or lifeguards. At such time as District Declarant no longer owns any property which is subject to this District Declaration or which can be annexed to the District Property, or at such earlier time as District Declarant in its sole discretion may determine, 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 HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY DISTRICT DECLARANT OR THE DISTRICT ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.

Section 16. Walls, Fences and Mailboxes. No fences or walls are permitted anywhere in the District Property unless approved in advance in writing by the ARC and constructed in strict accordance with fence guidelines approved and issued by the ARC. Any fence permitted in the District Property may not exceed the maximum height of six (6) feet, and must be constructed of a shadow box design unless otherwise approved by the ARC. No mail box of any kind shall be erected on any portion of the District Property unless approved in advance in writing by the ARC, and unless constructed according to a standard design as determined by the ARC. District Declarant reserves the right to require cluster or central mailbox systems in the District Property.

Section 17. Residential Dwelling Size. Each residential dwelling constructed on a Unit or Unplatted Parcel shall have a heated and cooled living area of a minimum of 2,000 square feet or as otherwise provided for in the Annexation Agreement for the applicable property or as otherwise permitted by the ARC. No alteration of the Unit or Unplatted Parcel is permitted, nor are aluminum porches, additions or appendages to or repainting of the improvements originally approved by the ARC for the Unit or Unplatted Parcel allowed, without the prior written approval of the ARC; provided, however, Owners may repaint their residences in the same color and manner as originally approved by the ARC without necessity of obtaining a second written approval.

Section 18. Motorized Vehicles. Motorized vehicles shall not be used on the sidewalks, pathways or Common Areas (unless the Common Areas have been specifically designated for use by motorized vehicles by District Declarant). Golf carts may use the foregoing if so determined by District Declarant, but only to the extent as determined by District Declarant, the intent being that such use, if any, shall be limited to reason-



able and necessary use for transportation to and from any neighboring golf course. In no event shall any person operate a motorized vehicle or golf cart anywhere within the District Property who does not have a valid driver's license. At such time as District Declarant no longer owns any property which is subject to this District Declaration or which can be annexed to the District Property, or at such earlier time as District Declarant in its sole discretion may determine, the rights reserved to District Declarant in this section shall become rights of the District Association, to be exercised by its Board of Directors.

Section 19. Cable Television System. Each Unit or Unplatted Parcel shall be wired for cable television service in accordance with the Planning and Design Criteria.

Section 20. Community-Wide Standard. The District Property shall comply with the Community-Wide Standard, the terms and conditions of the Community Declaration, and the Planning and Design Criteria.

Section 21. 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 22. 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 23. Subdivision of Portion of the District Property. As long as District Declarant owns any land which is subject to this Declaration or which under the terms of this District Declaration could be annexed to the District Property, 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, be sold, conveyed or transferred except with the prior written



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approval of the District Declarant, which approval may be granted or withheld in the sole discretion of 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, 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 not be in violation of the applicable subdivision and zoning regulations, the Development Order or 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 24. Garage Sales. No garage or yard sales of any kind shall be conducted, nor shall any signage related to any garage or yard sales be erected, in any manner except as specifically provided by rules and regulations promulgated by the District Declarant or the ARC, which rules and regulations 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 25. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained on the exterior portion of any Unit, unless approved by the ARC.

Section 26. 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 ARC. As to any such reconstruction of damaged or destroyed improvements, the same shall only be replaced as approved by the ARC.



Section 27. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the District Property without the prior written approval of the ARC.

Section 28. Hurricane Shutters. Any hurricane shutters, security shutters or other protective devices visible from outside a Unit shall be of a type as approved by the ARC. Panel, accordian and roll-up style hurricane shutters and security shutters may only be installed on a Unit and utilized strictly in accordance with requirements set forth in the applicable policy statement approved and issued by the ARC, as the same may be amended from time to time.

Section 29. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the District Property or within any Unit, except those which are required for normal household use.

Section 30. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ARC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

Section 31. Wetlands Areas. The District Property may contain or be adjacent to preserves, wetlands and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by the Community Development District in their natural state.

Section 32. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets



or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. No awnings, canopies or shutters shall be affixed to the exterior of a Unit without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC.

Section 33. 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 34. Enforcement. In the event of the violation of or the failure to comply with the requirements of this Article, and the failure of the owner of the affected portion of the District Property within fourteen (14) days following written notice by 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 fifteen percent (15%) 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

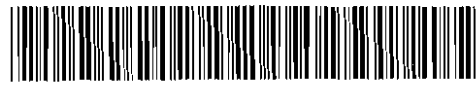


this Article, or exercise any other remedy available at law, as more particularly set forth in the Bylaws. Any rights of the District Association hereunder may also be exercised by the Community Association as further provided in this District Declaration.

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 the approval of the Department of Housing and Urban Development and the Veterans Administration, to annex to the District Property any additional property (i) which is either abutting the District Property (including additions thereto), which shall include 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 (ii) 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. Residential District. The District Property and any additional property annexed as provided herein (thereby becoming part of the District Property), shall be a part of the Viera East Villages Residential District. The Viera East Villages Residential District may also include other property (i) submitted to the terms and conditions of the District Declaration by an Annexation Agreement, or (ii) submitted to the terms and conditions of other declarations of covenants, conditions, easements, reservations and restrictions and not the District Declaration, provided however, the Community Declarant by written consent to such declaration designates such property as part of the Viera East Villages Residential District, and the governing association for such declaration shall be the District Association. The District Association shall be responsible for carrying out its rights and obligations as provided in any declarations pertaining to the Viera East Villages Residential District and may not decline to accept such rights and responsibilities as to any property contained within the Viera East Villages Residential District. The Units within the Viera East Villages Residential District shall be used for single family residential purposes unless otherwise specifically provided in this District Declaration, any Supplemental Declaration or other declaration of covenants, conditions, easements, reservations and restrictions pertaining to property within the Viera East Villages Residential District.

Section 3. Non-uniform Restrictions. It is the present intention, but not the obligation, of the District Declarant that the District be developed and constructed in Neighborhoods or phases, and in a manner and according to a schedule to be determined and modified from time to time in the sole and absolute discretion of District Declarant. The District Declarant further anticipates that, if all or any portion of such Neighborhoods or phases are developed and annexed to the District Property as set forth in this Article VI, each Neighborhood or phase may, but shall not necessarily, be comprised of residential units, Common Areas, facilities or properties which differ in character, size, scope, number, Common Expenses, appearance, intended use or maintenance requirements than other Neighborhoods



or phases within the District Property, and may, therefore, be subjected to certain covenants and restrictions which may not apply uniformly or at all throughout the balance of the District Property. Accordingly, District Declarant hereby expressly reserves the unilateral right, privilege, and option, from time to time at any time to modify, by amendment or supplement to this District Declaration, the various covenants and restrictions set forth herein in a manner which may vary from one Neighborhood or phase of the District Property to another, but which shall be applied and enforced consistently and uniformly in the respective Neighborhoods or phases to which each modification, if any, may apply. The covenants, conditions, easements, reservations and restrictions set forth in this District Declaration shall be presumed to apply uniformly throughout the District Property unless the relevant provision of the District Declaration specifically provides that it shall apply only to a Neighborhood or phase of the District Property as identified therein. In the event that a provision of this District Declaration provides that it shall apply only to a Neighborhood or phase of the District Property, then such specific provision, amendment or supplement shall control in the event of a conflict with any provision of the District Declaration that would otherwise apply uniformly throughout the District Property. Notwithstanding anything to the contrary set forth elsewhere in this District Declaration, the following provisions shall apply:

(a) Neighborhood Restrictions shall identify the Neighborhood, portion or phase to which the provisions are intended to apply. Neighborhood Restrictions may be set forth in an Annexation Agreement which submits additional property to the District Declaration, or in an amendment or supplement to the District Declaration.

(b) Neighborhood Restrictions may modify, alter, delete or expand the application of any one or more of the provisions of the District Declaration in a manner which is materially different, in whole or in part, from the application of similar provisions to other Neighborhoods or phases of the District Property, including, but not limited to, provisions relating to calculation of Assessments, descriptions of Common Areas and Areas of Common Responsibility, calculation and apportionment of Common Expenses, rights of Owners, leasing, use restrictions, landscaping, storage, parking, improvements,



structures, party walls, easements, ARC approval, amenities, recreational facilities and maintenance responsibilities; provided again, however, that the specific reference herein to any of the foregoing shall not operate or be construed as a limitation on the potential subject matter of Neighborhood Restrictions to anything less than every provision contained in the District Declaration.

(c) At the time of recording of this District Declaration, the District Declarant is not obligated to undertake or complete the annexation of any additional property, Neighborhood or phase into the District Property, and nothing in this District Declaration shall be construed to obligate District Declarant to commence or undertake, or, if and when commenced, to continue, any annexation of additional property, Neighborhoods or phases into the District Property.

(d) Except as may be specifically set forth otherwise therein, Neighborhood Restrictions are not intended and shall not be construed to create any rights or benefits for Owners of any particular Neighborhood or phase of the District Property which are not generally established or intended for all other Owners in the District Property, nor shall any Neighborhood Restriction operate or be construed to diminish the authority of the District Declarant, the Community Declarant, the District Association, the Community Association, or any other private or governmental entity which may be charged with or entitled to exercise any responsibility pertaining to the District.

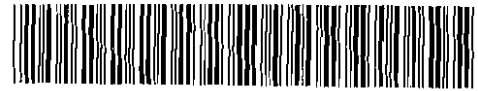
(e) Common Expenses, Assessments (both regular and special) and all other costs and expenses of the District Association may be allocated and apportioned by the Board of Directors among the varying Neighborhoods and phases of the District Property in a manner that shall reflect, in the reasonable judgment of the Board of Directors, the operational and maintenance responsibilities of the District Property and of the respective Neighborhoods or phases thereof. The Board of Directors shall determine, in its reasonable discretion, which Common Expenses shall be applied in a uniform fashion among all Owners in the District Property, and which Common Expenses may be specific or unique to the operation and maintenance responsibilities of a particular Neighborhood or phase therein, and which may be levied upon and paid by only the Owners in that



particular Neighborhood 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 or adoption of separate budgets for any Neighborhood or phase in the District Property. The District Association may commingle funds collected and received from Owners in various portions or phases of the District Property, but shall maintain appropriate records and books for the District Association which contain detailed accounts or the receipts and expenditures affecting each Neighborhood or phase of the District Property and its respective administration, specifying the maintenance and repair expenses and any other expenses incurred.

(f) The District Declarant, and, after the expiration of the Class "B" control period, the District Association, may reallocate responsibilities between the District Association and the Owners for any aspect of the performance of or payment for the operation, maintenance, repair or replacement of portions of the District Property other than the Area of Common Responsibility, if, in the reasonable discretion of the District Declarant or the District Association, as the case may be, such reallocation of responsibility hereunder shall be reflected by an appropriate increase or decrease in the Common Expenses otherwise levied upon the relevant Neighborhood or phase of the District Property. Nothing herein shall permit or authorize any Owner to assume or disclaim obligations for maintenance or Assessment responsibilities in any manner inconsistent with the provisions of the District Declaration as may be modified by Neighborhood Restrictions.

(g) The ARC shall have the authority, on behalf of the Board of Directors, to prepare and promulgate design and development guidelines and application and review procedures for all portions or phases of the District Property in which such guidelines and procedures may differ from those promulgated generally for the District Property or for the Properties which are subject to the Community Declaration. The guidelines and procedures to be promulgated by the ARC hereunder shall include provisions of the Planning and Design Criteria as the same may be applicable to the respective portions or phases of the District Property. No construction, improvements, excavations, plantings,



landscaping or any other activity of any kind, nature or description identified in Article V, Section 1 of the Community Declaration or referred to in Article VIII, Section 14 of the District Declaration shall be commenced or otherwise undertaken upon or in any Neighborhood or phase of the District Property except in strict compliance with the provisions of Article V of the Community Declaration, as the same may be implemented or applied by the ARC with respect to each of the various Neighborhoods or phases of the District Property. Nothing in this District Declaration or in any Neighborhood Restriction shall diminish the authority of the ARC as set forth in the Community Declaration, nor limit the authority of the ARC to delegate or assign its authority to an appropriate board or committee of the District Association pursuant to the relevant provisions of the Community Declaration. The ARC shall have full authority to prepare and amend any guidelines and procedures referenced hereunder, and shall make the guidelines and procedures, upon request, available through the Community Association to Owners, builders and developers who seek to engage in development of or construction upon all or any Neighborhood or phase of the District Property, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

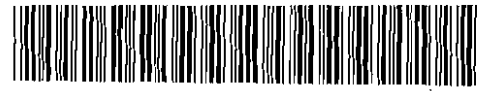
Section 4. Amendment. This Article shall not be amended without the written consent of District Declarant, and as to provisions pertaining to it, Community Declarant.

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 or Unplatted Parcels according to the following formula:

(a) Assignment of Points.

(i) One (1) point per acre or portion thereof shall be assigned to an Unplatted Parcel.



(ii) For those portions of the District which are subject to a Plat or are otherwise designated by District Declarant as a Unit, each Unit shall be allocated 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 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, Assessments shall be recomputed under the above formula.

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 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, 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 no first Mortgagee who obtains title to a Unit or



Unplatted Parcel pursuant to foreclosure of a first Mortgage, or pursuant to a deed in lieu of foreclosure of a first Mortgage, shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

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, including without limitation in the case of the Regular Assessment, acceleration of payment of the Regular Assessment for the entire fiscal year, and acceleration of payment of the full amount of any Special Assessment. The Board of Directors may in its sole discretion grant an option for the Regular Assessment to be paid in installments rather than annually in advance, subject to an additional processing fee and interest being due if such option is elected. Unless the Board of Directors otherwise provides, the Regular Assessment shall be paid annually.

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

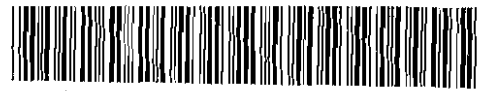


law, ordinance, order or directive of any municipal or other governmental authority.

So long as the District Declarant has an option unilaterally 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 (including, without limitation, any pool facility and related structures which may be developed), 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, as shown on the capital budget, with respect to amount and timing, by Regular Assessments over the period of the budget. The Board of Directors shall publish in accordance with the provisions of the Bylaws 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. 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, 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 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 and 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 fifteen percent (15%) 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, 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 therefor shall be cumulative and not alternative and may be brought separately or simultaneously as separate counts in the same action.

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 or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments (but not the personal liability of the prior Owner for said unpaid Assessments) as to payments which became due prior to such sale or transfer. No foreclosure, sale or transfer shall relieve such Unit or Unplatted Parcel from the personal obligation or liability for the payment of any Assessments (including the right to file a lien for nonpayment thereof) for any Assessments thereafter accruing or becoming due. When a Mortgagee holding a first Mortgage of record or other purchaser of a Unit or Unplatted Parcel obtains title pursuant to remedies under the Mortgage, or by deed in lieu of foreclosure, such Mortgagee or purchaser, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments of the District Association chargeable to such Unit or Unplatted Parcel which became due prior to the acquisition of title to such Unit or Unplatted Parcel by such acquirer. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units or Unplatted Parcels, including such acquirer, its successors and assigns.

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 an Unplatted Parcel which is part of the Master Drainage System; and

(e) All tracts identified as such on any Plat.

Section 8. Billing of Assessments by the Community Association. In the event the Community Association bills 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, the District Association shall so notify the Owners by mailing, publishing in a newspaper of local circulation, or posting on the District Property, and such notice shall set forth the amount due from each Owner and the due date for such payment. Such Community Association Assessment shall be deemed an Assessment and may be collected by the District Association in the same manner as Assessments.

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, or Owners, their respective successors and assigns, for a term of forty (40) 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 for each of the following (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 the Plat, over other portions of the District Property, for ingress, egress, installing, replacing, repairing and maintaining cable television systems, master television antenna systems, 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 or Unplatted Parcel 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 Viera East Villages Residential 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 Viera East Villages Residential 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, if any. 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



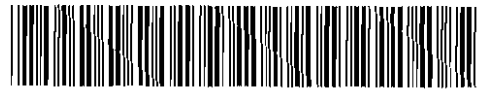
Community Declarant shall have the right, but not the obligation, to take all actions that the District Association or District Declarant might otherwise take under the provisions of this District Declaration, including the right to enforce the terms of the District Declaration. Costs, expenses and reasonable 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 (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 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 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 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 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 and 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



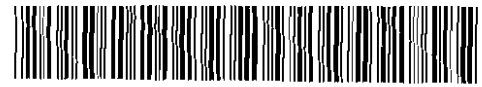
restrictions shall be subject and subordinate to those of the Community Declaration and the Community Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Community Association.

Section 8. Severability. Invalidation of any one of the covenants or restrictions contained in the 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 (in accordance with the terms of the Community Declaration and the 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.

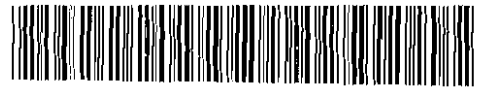
Section 11. Construction Activity by District Declarant. Notwithstanding anything to the contrary set forth herein, Owners of Units and Unplatted Parcels (and owners of any other portion of the District Property) acknowledge that District Declarant may undertake certain construction or related activities 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 distur-



bance 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 fifteen percent (15%) 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 defining certain responsibilities and obligations of the Community Association, District, District Association, District Property or portions thereof, and Owners in regard thereto. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THE CONSERVATION AREAS MAY CONTAIN WILDLIFE, SUCH AS ALLIGATORS, RACOONS, SNAKES, DUCKS, DEER, SWINE, TURKEY AND FOXES. COMMUNITY DECLARANT, DISTRICT DECLARANT, COMMUNITY ASSOCIATION AND THE COMMUNITY DEVELOPMENT DISTRICT 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 THEIR FAMILIES, GUESTS AND OTHER INVITEES, ARE RESPONSIBLE FOR THEIR OWN SAFETY.

Section 14. ARC Approval. As provided in Article V of the Community Declaration, Units and Unplatted Parcels are subject to certain restrictions and must obtain certain approvals in respect to improvements, alterations or other modifications to be made thereto. Owners of Units or Unplatted Parcels shall be responsible for complying in all respects with the Community Declaration, including without limitation the architectural review process provided for in Article V of the Community Declaration.

ARTICLE IX Declarant's Rights

Section 1. Assignment of Rights. Any or all of the 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, signs, model units, 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 shall have 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. So long as District Declarant continues to have rights under this Article, no Person shall record any plat, declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument, affecting any portion of the District Property owned by such Person without District Declarant's review and written consent thereto, and 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

During the Class B Control Period, the District Declarant 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



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regulations (including without limitation liens), and providing enforcement powers, and reservation of additional easements over the District Property. 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. Any amendment of the District Declaration shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding the foregoing, any such amendment 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 the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Department of Housing and Urban Development, or any other 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.

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.



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IN WITNESS WHEREOF, the undersigned District Declarant has executed this District Declaration this 18th day of October, 2000.

WITNESSES:

THE VIERA COMPANY, a Florida corporation

Nandra R. Ramnarine
Print Name: NANDRA R. RAMNARINE

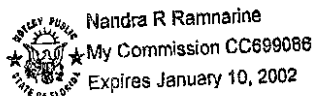
Barbara Carolus
Print Name: BARBARA CAROLUS

By: Stephen L. Johnson
Name: STEPHEN L. JOHNSON
Title: VICE PRESIDENT

Address: 7380 Murrell Road
Suite 201
Viera, Florida 32940

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 18th day of October, 2000 by Stephen L. Johnson, the Vice President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



Nandra R. Ramnarine
Print Name: NANDRA R. RAMNARINE
Notary Public
Commission No.: _____
My Commission Expires: _____

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11-06-2001 10:19 am

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PREPARED BY AND RETURN TO:

R. MASON BLAKE, ESQUIRE

DEAN MEAD

8240 DEVEREUX DRIVE, SUITE 100

MELBOURNE, FLORIDA 32940

(321) 259-8900

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 5

#Names: 2

Trust: 3.00

Rec: 21.00

Serv: 0.00

Deed: 0.00

Excise: 0.00

Mtg: 0.00

Int Tax: 0.00

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA EAST VILLAGES
DISTRICT

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA EAST
VILLAGES DISTRICT (hereinafter referred to as this "First Amendment") is made this 29th
day of October, 2001 by THE VIERA COMPANY, a Florida corporation
(hereinafter referred to as "District Declarant").

WITNESSETH

WHEREAS, Declarant recorded that certain Declaration of Covenants,
Conditions, Easements, Reservations and Restrictions for Viera East Villages District recorded in
Official Records Book 4241, page 1787, Public Records of Brevard County, Florida (hereinafter
referred to as the "Declaration").

WHEREAS, under Article X of the Declaration Declarant reserved the right,
during the Class B Control Period which is still in effect as of the date hereof, to amend the
Declaration unilaterally at any time, without prior notice and without the consent of any person,
for any purpose.

WHEREAS, Declarant desires to amend the Declaration as provided in this First
Amendment to correct certain typographical errors in the Declaration as provided hereinbelow.

NOW THEREFORE, Declarant hereby amends the Declaration as set forth
hereinbelow pursuant to the right reserved to Declarant under Article X of the Declaration.

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

2. Table of Contents. The Table of Contents for Article I of the Declaration is
hereby revised to read in its entirety as follows:



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3. Section 8 of Article I. Section 8 of Article I is hereby revised to read in its entirety as follows:

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 owns or otherwise holds for the common use and enjoyment of all Owners. 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, the Community Development District 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. The District Association shall accept title to any real estate or personal property 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.

4. Section 11 of Article I. Section 11 of Article I is hereby revised to read in its entirety as follows:

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

5. Full Force and Effect. Except as expressly amended by this First Amendment, the Declaration shall be and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be duly executed in its name this 29th day of October, 2001.

Signed, sealed and delivered
in the presence of:

Nandra Ramnarine
Print Name: NANDRA RAMNARINE

Valerie Smith
Print Name: Valerie Smith

THE VIERA COMPANY, a Florida
corporation

By: [Signature]
Name: Stephen L. Johnson
Title: Vice Pres

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



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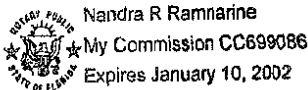
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OR Book/Page: 4455 / 3075

STATE OF FLORIDA)

COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 29TH day of October, 2001 by Stephen L. Johnson, the Vice President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



Nandra R. Ramnarine

Print Name: NANDRA R. RAMNARINE

Notary Public

Commission No.: _____

My Commission Expires: _____

RECORD/RETURN TO:

PREPARED BY AND RETURN TO:
R. MASON BLAKE, ESQUIRE
DEAN MEAD
8240 DEVEREUX DRIVE, SUITE 100
MELBOURNE, FLORIDA 32940
(321) 259-8900



CFN:2002229554 09-13-2002 09:16 am

OR Book/Page: 4683 / 0246

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 9.00	Serv: 0.00
Doc: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA EAST VILLAGES
DISTRICT

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA EAST VILLAGES DISTRICT (hereinafter referred to as this "Second Amendment") is made as of the 10th day of July, 2002 by THE VIERA COMPANY, a Florida corporation (hereinafter referred to as "District Declarant").

WITNESSETH

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Villages District recorded in Official Records Book 4241, page 1787, and First Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Villages District recorded in Official Records Book 4455, page 3072, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration").

WHEREAS, under Article X of the Declaration Declarant reserved the right, during the Class B Control Period which is still in effect as of the date hereof, to amend the Declaration unilaterally at any time, without prior notice and without the consent of any person, for any purpose.

WHEREAS, Declarant desires to amend the Declaration as provided in this Second Amendment to modify the Amendment provisions in the Declaration under Article X as provided hereinbelow.

NOW THEREFORE, Declarant hereby amends the Declaration as set forth hereinbelow pursuant to the right reserved to Declarant under Article X of the Declaration.

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



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2. Article X - Amendment. The first sentence of this paragraph is hereby revised to read in its entirety as follows:

"During the Class B Control Period, and subject to approval of the Federal National Mortgage Association and the Veterans Administration, the District Declarant 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. "

3. Full Force and Effect. Except as expressly amended by this Second Amendment, the Declaration shall be and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be duly executed in its name this 6TH day of SEPTEMBER, 2002.

Signed, sealed and delivered
in the presence of:

THE VIERA COMPANY, a Florida
corporation

Susan T. Bowers
Print Name: SUSAN T. BOWERS


By: [Signature]
Name: STEPHEN L. JOHNSON
Title: CHIEF OPERATING OFFICER

Nandra R. Ramnarine
Print Name: NANDRA R. RAMNARINE

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

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 6TH day of September, 2002 by Stephen L. Johnson the COO of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.

 Nandra R. Ramnarine
My Commission DD063075
Expires January 10, 2006

Nandra R. Ramnarine
Print Name: NANDRA R. RAMNARINE
Notary Public
Commission No.: _____
My Commission Expires: _____