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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)

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EXHIBIT "B"	- Designation of Districts
EXHIBIT "C"	- Articles of Incorporation of Community Association and First Amendment thereto
EXHIBIT "D"	- Bylaws of Community Association and First Amendment thereto

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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)

THIS FIRST AMENDMENT TO AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA EAST COMMUNITY ("Declaration") is made this 26th day of August, 1992 by THE VIERA COMPANY (f/k/a Duda Lands, Inc.), a Florida corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera Southeast Community recorded in Official Records Book 3022, Pages 1576 through 1611, Public Records of Brevard County, Florida ("Original Declaration"), under the terms of which Declarant, joined by A. Duda & Sons, Inc., Jean-Yves Clerc, as Trustee, and Rostan, Inc., an Ohio corporation, subjected that certain real property described in Exhibit "A", attached hereto and made a part hereof, to the covenants, conditions, easements, reservations and restrictions set forth therein; and

WHEREAS, under Article XI of the Original Declaration, Declarant reserved the right to amend the Declaration unilaterally at any time without prior notice and without the consent of any Person for any purpose; and

WHEREAS, Declarant desires to amend the Original Declaration as provided in this First Amendment to and Restatement of Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community as set forth hereinbelow, which amendment is consistent with the general development plan for the Properties set forth in the Original Declaration; and

WHEREAS, Declarant intends that this Declaration shall amend and restate as to the Properties (as defined hereinbelow): (i) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties, (ii) a flexible and reasonable procedure for the maintenance of the Properties, and (iii) a method for the administration, preservation, use and enjoyment of the Properties, and (iv) amend the name of the community to Viera East Community.

NOW, THEREFORE, Declarant hereby amends and restates the Original Declaration in its entirety as hereinafter set forth, and the terms and conditions of this Declaration shall control

and supersede those contained in the Original Declaration, and all of the property described in Exhibit "A" attached hereto and incorporated by reference, and any additional property as is hereafter subjected to this Declaration as provided herein, 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 Declaration and which shall be binding on all parties having any right, title or interest in the real property subjected to this 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 Declaration which subjects additional property to this Declaration in accordance with the terms of this 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 Declaration or by contract or agreement, including without limitation with any District, become the responsibility of the Community Association to maintain, administer or operate. Landscape Buffer Areas shall be part of the Area of Common Responsibility. The office of any property manager employed by or contracting with the Community Association, if located on the Properties, or any public right-of-way within or adjacent to the Properties, may be a part of the Area of Common Responsibility.

Section 3. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Community Association attached hereto as Exhibit "C" 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 Community Association.

Section 6. "Bylaws" shall mean and refer to the Bylaws of the Community Association attached hereto as Exhibit "D" and incorporated herein by reference, as amended from time to time.

Section 7. "Class B Control Period" shall mean and refer to 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 Properties 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 Declarant and Owners holding title solely for the purpose of development and sale;

(b) December 31, 2024; or

(c) when, in its sole discretion, the 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 Community Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners. The Community Association may or may not own any Common Area in fee simple; however, Declarant may convey Common Area to the Community Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by Declarant, but subject to all easements and other encumbrances then of record (including those created by this Declaration) and subject to taxes and assessments imposed by the Community Development District, the Community Association, and ad valorem real property taxes for the year of conveyance. The Community Association shall accept title to any real estate or personal property offered to the Community Association by Declarant.

Section 9. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Community Association for the maintenance, repair and operation of the Area of Common Responsibility or for the general benefit of all Owners, including, if so determined by the Board of Directors, any reasonable reserves, if any, all as may be found to be necessary and appropriate by the Community Association pursuant to this Declaration, the Bylaws and the Articles of Incorporation.

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

Section 11. "Community Association" shall mean and refer to Viera East Community Association, Inc., formerly known as Viera Southeast Community Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 12. "Community Development District" shall mean and refer to the Community Development District which the Declarant has formed and may form (as all of the foregoing may be amended from time to time) pursuant to Chapter 190, Florida Statutes, which Community Development District may pertain to all or portions of the Properties, and which may also pertain to certain real property not forming a part of the Properties.

Section 13. "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Community Architectural Review Committee.

Section 14. "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 Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant, provided, however, in no event shall there be more than one Declarant for the Properties at any given time.

Section 15. "Declaration" shall mean and refer to this 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), as supplemented and amended from time to time.

Section 16. "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 Properties or any part thereof, and the relevant zoning and comprehensive plan designations for the Properties or any part thereof.

Section 17. "Development Order" shall mean and refer to that certain Development Order contained in a Resolution issued by Brevard County, Florida, dated November 13, 1990, and the Viera Development Order, City of Rockledge entered by the City of Rockledge, dated September 19, 1990, as amended by Resolution No. 90-244 dated November 21, 1990, both pertaining to the Properties and other property as set forth therein, as same may be amended from time to time.

Section 18. "District" shall mean and refer to a separately denominated residential, commercial, industrial, office, governmental, educational, institutional or other use area subject to this Declaration, whether or not governed by an owners association, in which Owners may have common interests other than those common to all Owners within the Properties, such as a common theme, entry features, development name, and/or common areas and facilities which are not available for use by all Owners within

the Properties, all as may be further defined and provided for by amendment to this Declaration or by Supplemental Declaration.

Section 19. "District Association" shall mean and refer to an owners' association established pursuant to a District Declaration as provided for in Section 7 of Article III of this Declaration, or its successors or assigns.

Section 20. "District Committee" shall mean and refer to a District Committee which is formed in lieu of the formation of a District Association pursuant to Section 7 of Article III of this Declaration.

Section 21. "District Declaration" shall mean and refer to a declaration of covenants, conditions and restrictions recorded with respect to a specific District, as supplemented and amended from time to time.

Section 22. "Landscape Buffer Areas" shall mean and refer to (i) the 100-foot drainage and landscape buffer area along the west boundary of the Properties adjoining Interstate No. 95, (ii) landscape buffer and entry feature areas established by Declarant along the boundary of the Properties and Wickham Road, (iii) landscape buffer areas established by the Declarant within or adjacent to the right-of-way of Murrell Road and other roadways within or adjoining the Properties, (iv) landscape buffer areas and entry feature areas established by Declarant at the intersection of Viera Boulevard and U.S. Highway No. 1 and within the right-of-way of Viera Boulevard between the Properties and U.S. Highway No. 1, and (v) landscape buffer areas shown on any plat of any portion of the Properties designated on the plat as to be maintained by the Community Association, provided as to this subpart (v) Declarant shall have agreed thereto in writing.

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, a deed of trust, a deed to secure debt, or any other form of security deed.

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

Section 26. "Nonresidential District" shall mean and refer to a District comprised of Nonresidential Units or Nonresidential Unplatted Parcels.

Section 27. "Nonresidential Unit" shall mean and refer to a portion of the Properties, whether developed or undeveloped, intended for any type of development, use and occupancy permitted under the Development Order, other than as an attached or detached residence for a single family, all as may be developed, used, and defined as herein provided or as provided in any Supplemental Declaration or Annexation Agreement covering all or a part of the Properties. Permitted uses may include, without limitation, commercial, industrial, office, governmental, educational, institutional and other uses. Apartment complexes, adult congregate living facilities and similar rental residential facilities shall be considered Nonresidential Units. The term shall include all portions of the property owned, including any structure thereon.

Section 28. "Nonresidential Unplatted Parcel" shall mean and refer to an Unplatted Parcel upon which existing Developmental Approvals would allow Nonresidential Units.

Section 29. "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 Properties, 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 30. "Person" shall mean and refer to a natural person, a corporation, a partnership, an estate, a trust, a trustee or other legal entity.

Section 31. "Planning and Design Criteria" shall mean and refer to planning and design criteria to be prepared by the Community Architectural Review Committee as amended from time to time.

Section 32. "Properties" 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 Declaration by annexation as more fully set forth in Article VII hereof.

Section 33. "Regular Assessment" shall mean and refer to the assessments levied against all Units and Unplatted Parcels in the Properties to fund Common Expenses in accordance with Section 1 of Article VIII of this Declaration.

Section 34. "Residential District" shall mean and refer to a District comprised of Residential Units or Residential Unplatted Parcels.

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

Section 36. "Residential Unplatted Parcel" shall mean and refer to an Unplatted Parcel upon which existing Developmental Approvals would allow Residential Units.

Section 37. "Special Assessment" shall mean and refer to assessments levied in accordance with Section 3 of Article VIII of this Declaration.

Section 38. "Supplemental Declaration" shall mean and refer to an amendment or supplement to this Declaration which imposes expressly or by reference, additional restrictions and obligations on the land described therein.

Section 39. "Unit" shall be an inclusive term referring to both Nonresidential Units and Residential Units.

Section 40. "Unplatted Parcel" shall mean a portion of the Properties 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 41. "Voting Member" shall mean and refer to the representative (or such representative's alternate if he or she is unable to attend a meeting of the Community Association) selected by each District Association and District Committee to be responsible for casting all votes of the membership of the Community Association attributable to Units or Unplatted Parcels

in such District for all matters requiring the vote of membership of the Community Association, unless otherwise expressly specified in this Declaration or the Bylaws. The Voting Member from each District shall be the senior elected officer (for example, the District Committee chairman or the District Association president) from that District or such other representative as is elected or appointed pursuant to the bylaws of that applicable District Association or governing documents of such District Committee (except that in the event a District is owned by a single Person and no District Committee or District Association has been formed, the Voting Member shall be the Owner of such District or such Owner's designated representative). The alternate Voting Member from each District shall be the next most senior elected officer or such other representative as is elected or appointed pursuant to the bylaws of such District Association or governing documents of such District Committee. Notwithstanding the foregoing, during the Class B Control Period, the Declarant's vote as a Class "B" member shall be exercised by a Voting Member or Voting Members appointed by Declarant, and such Voting Member(s) appointed by Declarant shall cast the Class "B" member's votes as directed by Declarant. Such Voting Member(s) appointed by Declarant shall not be a representative of a specific District, and Declarant shall be entitled to appoint such Voting Member(s) during the Class B Control Period to vote the Class "B" member's votes, even if all Districts in the Properties are otherwise represented by Voting Members pursuant to the provisions of this Declaration. The number of Voting Members appointed by Declarant during the Class B Control Period to vote the Class "B" member's votes shall be in the sole discretion of Declarant.

ARTICLE II Property Rights

Section 1. Rights of Owners. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area for the purpose for which it is intended, subject to this Declaration as it may be amended from time to time, any easements reserved therein or granted by Declarant, and any restrictions or limitations contained in any plat or in any deed conveying such property to the Community Association or subjecting such property as Common Area to the Declaration. Such non-exclusive right or easement is also subject to (i) the right of the Community 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 Community Association to promulgate, establish and enforce reasonable rules and regulations pertaining to the use of the Common Area; and (iii) the right of the Community 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 and invitees, as applicable, subject to reasonable regulation by the Board of Directors and in accordance with procedures it may adopt. An Owner of a Residential Unit who leases his Unit shall be deemed to have delegated all such rights to the Unit's lessee. An Owner of a Nonresidential 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 Community Association, or release the Unit or Unplatted Parcel owned by the Owner from liens, charges, encumbrances and other provisions of this Declaration or the rules and regulations of the Community 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. 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 Properties, to use portions of the Common Area subject to such terms and conditions as the Board of Directors may impose.

Section 3. Withdrawal. Declarant reserves the right, without prior notice and without the consent of any Person, to amend this Declaration unilaterally at any time so long as Declarant owns any land which is subject to this Declaration or which under the terms of this Declaration could be annexed to the Properties, for the purpose of removing certain portions of the Properties then owned by Declarant or its affiliates or the Community Association from the purview, operation and effect of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for Viera East Community or adjacent lands, desired to be effected by Declarant, provided such withdrawal does not materially adversely impact the overall scheme of development of Viera East Community.

Section 4. Amendment. This Article shall not be amended without the written consent of the Declarant, unless Declarant no longer owns any land which is subject to the Declaration or which under the terms of this Declaration could be annexed to the Properties.

ARTICLE III Community Association

Section 1. Objects and Purposes and Function. The Community Association has been created and established for the objects and purposes of and shall have exclusive jurisdiction over and the sole responsibility for the ownership, administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the

Common Area, the maintenance and repair of the Area of Common Responsibility and any other duties related thereto imposed by agreement or otherwise, and the establishment, levy, imposition, enforcement and collection of all 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 Community Association; all as more particularly provided in this Declaration and in the Articles of Incorporation, Bylaws and rules of regulations of the Community 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 Community Association shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to this 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 Community Association has been created and established. All duties and powers of the Community Association shall be exercised by the Board of Directors unless otherwise provided in this Declaration, the Articles of Incorporation or the Bylaws.

Section 3. Membership. Every Owner shall be deemed to have a membership in the Community 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 Declaration, the Articles of Incorporation, the Bylaws and rules and regulations adopted by the Community Association.

Section 4. Transfer of Membership. Membership in the Community 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 Community 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 Community Association. Owner agrees to immediately notify the Community Association upon such transfer and to deliver to the Community 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 Community 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) Residential Units and Residential Unplatted Parcels. One (1) vote per acre or portion thereof shall be allocated to a Residential Unplatted Parcel. For those portions of a Residential District which are subject to a recorded plat, are submitted to condominium or cooperative ownership, or are otherwise designated by Declarant as a Residential Unit, each Residential Unit shall be allocated one (1) vote.

(ii) Nonresidential Districts. One (1) vote per acre or portion thereof shall be allocated to a Nonresidential Unplatted Parcel. For those portions of a Nonresidential District which are subject to a recorded plat for Units, are submitted to condominium or cooperative ownership, or are otherwise designated by Declarant as a Nonresidential Unit, each Nonresidential Unit shall be allocated ten (10) votes per acre or portion thereof.

The Voting Member for such District shall cast all votes attributable to Units and Unplatted Parcels in the District on all Community Association matters requiring membership vote, unless otherwise expressly specified in this Declaration or the Bylaws. The Voting Member shall cast all such votes as he in his discretion, deems appropriate. Notwithstanding the foregoing, during the Class B Control Period, the Declarant's votes as a Class "B" member shall be exercised by a Voting Member or Voting Members appointed by Declarant, and such Voting Member(s) shall cast the Class "B" member's votes as directed by Declarant. Notwithstanding the above, each Voting Member shall cast only one (1) equal vote for election of each member to the Board of Directors.

(b) The Class "B" member shall be the Declarant. The Class "B" member shall have triple the number of votes of the Class "A" members at the time of such vote, 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 Declaration and the Bylaws, are specified elsewhere in this Declaration and the Bylaws. The Class "B" member shall be entitled to appoint the members of the Board of Directors during the Class B Control Period, as provided in the Bylaws. After termination of the Class B Control Period, the Class "B" member shall have the right to disapprove actions of the Board of Directors, the officers, the Community Association and any committee thereof as provided in Section 3 of Article III of the Bylaws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) Two (2) years after the expiration of the Class B Control Period; or

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

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

Section 7. Districts. Every Unit and Unplatted Parcel shall be located within a District. The initial Districts are identified in Exhibit "B", attached hereto and made a part hereof. When additional property is hereafter subjected to this Declaration by Annexation Agreement and thus becomes part of the Properties, such Annexation Agreement or a subsequent Supplemental Declaration shall designate new Districts or identify the existing Districts into which such real property is being included. The Declarant may, without the joinder or consent of any Person whomsoever, (i) remove portions of the Properties from or add portions of the Properties to any District, (ii) otherwise change the configuration of any District or (iii) delete Districts or designate new Districts by Supplemental Declaration or Annexation Agreement specifying the District deletion, configuration or reconfiguration.

Each District shall be governed by a District Association established pursuant to a District Declaration approved by Declarant (which approval may be withheld in Declarant's sole and complete discretion), provided that Declarant may waive (temporarily or otherwise) the requirement for a District Association and a District Declaration with respect to a specific District, in which event the Owners of the Units and Unplatted Parcels within said District shall form a District Committee (established in accordance with the Bylaws) in lieu of a District Association (unless the entire District is owned by a single Owner, in which case no District Committee need be formed as long as such District is owned by a single Owner).

ARTICLE IV Maintenance

Section 1. Community Association's Responsibility. The Community 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, drainage systems, recreation and open space, utilities, 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 Community Association and the Declaration. The Community Association also shall 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 Declaration, or by a contract or agreement for maintenance thereof by the Community Association or by a governmental entity or agency. In the discharge of its responsibilities, the Community Association shall comply fully with the Development Order and other Development Approvals to the extent relevant and applicable to the Community Association's duties and responsibilities. Except as otherwise specifically provided herein, all costs associated with maintenance, repair, restoration 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 Community 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.

Section 2. Owner's Responsibility. Each Owner (and any owner of a portion of the Properties not within a Unit or Unplatted Parcel) shall maintain his or her Unit or Unplatted Parcel (or portion of the Properties) and all structures, parking areas, landscaping and other improvements comprising the Unit or Unplatted Parcel (or portion of the Properties) in good repair and in a manner consistent with the Community-Wide Standard and all applicable covenants, including those contained within the Declaration and any District Declaration, unless such maintenance responsibility is otherwise assumed by or assigned to a District Association pursuant to any District Declaration applicable to such Unit or Unplatted Parcel (or portion of the Properties). If any Owner fails properly to perform his or her maintenance responsibility, the Community Association, in its sole discretion, shall have a right of entry upon such Unit or Unplatted Parcel (or portion of the Properties) and may perform such maintenance and assess all costs incurred by the Community Association (together with an overhead expense to the Community Association of fifteen percent (15%) of the total amount thereof) against the Unit or Unplatted Parcel (or portion of the Properties) and the Owner (or owner) thereof in accordance with Section 3 of Article VIII of this Declaration; provided, however, except when entry is required due to an emergency situation, the Community Association shall afford the Owner (or owner) reasonable notice and an opportunity to cure the problem prior to entry.

Section 3. District's Responsibility. Any District Association or District Committee having responsibility for maintenance of all or a portion of the Properties within a particular District pursuant to a District Declaration affecting such District or otherwise, shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such District Association fails to perform its maintenance responsibility as required herein and in any District Declaration, the Community Association shall have a right of entry and may perform it and assess the cost (together with an overhead expense to the Community Association of fifteen percent (15%) of the total amount thereof) against all Units and Unplatted Parcels within such District in accordance with Section 3 of Article VIII of this Declaration.

Section 4. Determination as to Community-Wide Standard. The determination as to whether the Properties 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 and all applicable covenants shall be made by the Community Architectural Review Committee. The Community Architectural Review Committee shall have the power and authority to establish and amend the Community-Wide Standard for maintenance through maintenance requirements included in the Planning and Design Criteria.

ARTICLE V Architectural Standards

Section 1. All Improvements Subject to Approval. No construction, which term shall include within its definition staking, clearing, excavation, grading and other site work; no exterior alteration, addition or modification of existing improvements; no plantings, landscaping or removal of plants, trees or shrubs; and no buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, or other improvements of any kind, nature or description shall be commenced, constructed, maintained or otherwise take place upon any of the Properties except in strict compliance with this Article, and in compliance and conformance with any plans approved pursuant to this Article after fully meeting the requirements of this Article, and after the approval of the appropriate entities has been obtained.

Section 2. Community Architectural Review Committee. The Community Architectural Review Committee shall have exclusive jurisdiction over, and the right to review and approve or disapprove, all construction and improvements on the Properties or any portion thereof, including without limitation the activities set out in Section 1 of this Article. Any review by and approval or disapproval of the ARC shall take into account the objects and purposes of this Declaration and the purposes and

function of the ARC. Such review by and approval of the ARC shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvements under review, and the compatibility and harmony of same with other contiguous, adjacent and nearby structures and other improvements, and the topography, finish grade elevation, and other physical characteristics and the proposed location of same and in relation to the character of the Properties in general.

Section 3. Design and Development Guidelines. The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, which shall include provisions of the Planning and Design Criteria applicable to the Properties or any portion thereof. The guidelines and procedures shall be those of the Community Association, and the ARC shall have sole and full authority to prepare and to amend the same. The Community Association shall make the guidelines and procedures, upon request, available to Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Properties, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

Section 4. Appointment of Community Architectural Review Committee. Until Declarant no longer owns any portion of the Properties or any land which may become part of the Properties by virtue of annexation, Declarant retains the right to appoint and replace from time to time all members of the ARC. The committee shall consist of at least three (3), but no more than five (5), persons who need not be Owners or members of the Community Association. There shall be no surrender of such right of appointment prior to that time except in the Declarant's sole discretion, in and by a written instrument in recordable form executed by Declarant. Upon the expiration of such right of appointment, the Board of Directors shall appoint the members of the ARC. The term of office for a member of the ARC shall be as determined by Declarant until it no longer has the power to appoint members to the ARC, at which time the Board of Directors may determine the term of office for members of the ARC.

Section 5. Modifications. The ARC shall have exclusive jurisdiction over modifications, additions or alterations made on or to existing structures, improvements, landscaping or topography on the Properties or any portion thereof.

The ARC shall promulgate detailed standards and procedures governing its area of responsibility and practice with respect to modifications, additions or alterations to the Properties. The review and approval of modifications, additions or alterations shall include, without limitation, those matters set forth in

Section 2 of this Article. No permission or approval shall be required to repaint substantially in accordance with an originally approved color scheme, or to rebuild substantially in accordance with originally approved plans and specifications. Nothing contained in this Article V shall be construed so as to require the submission to or approval of the ARC of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement constructed on the Properties after having been previously approved by the ARC, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement, and provided such interior construction or alteration is not in violation of the Declaration, the Planning and Design Criteria or Development Approvals.

The jurisdiction and authority of the ARC under this Section 5 may be delegated to a Community Modifications Review Committee (or "MRC") in the event the Board elects to form and appoint members to such committee as provided in the Bylaws. In such case the MRC shall be subject to all terms and provisions of this Article V that would otherwise pertain to the MRC in relationship to the jurisdiction and authority delegated by the ARC, and the manner of appointment of members thereto shall be in the same manner as for the ARC provided under Section 4 of this Article V.

Section 6. Delegation. Provided, however, the ARC may delegate its authority as to a particular District to the appropriate board or committee of any District Association as long as the ARC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the ARC. Such delegation may be revoked and jurisdiction reassumed at any time if the ARC determines there is a deficiency in review and enforcement practices, procedures and standards and the applicable board or committee fails to cure such deficiency within thirty (30) days after written notice thereof.

Section 7. Duration of Approval. Any approval of plans, specifications and other materials, by the ARC shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the ARC on resubmission in any respect.

Section 8. Declarant Exempt. The Declarant shall be exempt from compliance with the provisions of this Article V.

Section 9. Time Limitation on Review. The ARC shall have forty-five (45) days after delivery to the Community Association's principal office of all required and requested information, to approve or reject any submissions subject to approval under this Article, and if not rejected within such 45 day period, said plans shall be deemed approved; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and also subject to the provisions of the Planning and Design Criteria. All work done after receiving the approval of the ARC shall be subject to the inspection by, and final approval of, such committee as appropriate, to determine compliance with the Planning and Design Criteria and plans and specifications submitted and approved by such committee.

Section 10. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 11. Variance. The ARC may authorize variances from compliance with any of the provisions of its guidelines and procedures, including the Planning and Design Criteria, when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may be granted only, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the use restrictions set forth in the body of this Declaration, or (c) prevent the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain (a) an approval of any governmental agency or (b) the issuance of any permit shall not be considered a hardship warranting a variance.

Section 12. Fees and Deposits. The ARC shall have the power and authority to establish and collect fees and to require deposits in connection with its review and approval procedures, including fees of professional consultants, if any, and of members of the ARC, as well as taking into account the costs and expenses associated with the development, formulation and publication of the Planning and Design Criteria.

Section 13. No Liability. No approval given by the ARC or any other committee established pursuant to this Declaration or the Bylaws shall impose any responsibility or liability whatsoever on the Community Association or any officer thereof, the Board of Directors or any such committee, or any member,

employee or agent of any of the foregoing, including, without limitation, for: (i) the structural adequacy or integrity of buildings and improvements for which plans are approved; (ii) any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or (iii) any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. The review and approval process provided in this Article pertains only to compliance with the provisions provided hereunder and does not include review or approval for compliance with any applicable governmental regulations, including without limitation, any applicable building or zoning laws, ordinances, rules and regulations.

Section 14. Review After the Class B Control Period. Notwithstanding anything to the contrary set forth herein, after the Class B Control Period, in the event Voting Members from a majority of the Residential Districts or Voting Members from a majority of the Nonresidential Districts petition the Board of Directors to separate the jurisdiction and authority of the ARC into two committees, one pertaining to residential development of the Properties or portions thereof, and one pertaining to nonresidential development of the Properties or portions thereof, then the Board of Directors shall terminate the ARC and appoint in lieu thereof two architectural review committees to perform the functions and to have the jurisdiction and authority of the ARC as provided herein. The Community Residential Architectural Review Committee shall have the jurisdiction and authority over, and shall perform the functions of the ARC pertaining to the Properties or portions thereof related to residential development, including without limitation, Residential Units, Residential Districts and Residential Unplatted Parcels. The Community Nonresidential Architectural Review Committee shall have the jurisdiction and authority over, and shall perform the functions of the ARC pertaining to the Properties or portions thereof related to nonresidential development, including without limitation, Nonresidential Units, Nonresidential Districts and Nonresidential Unplatted Parcels. Should the Board of Directors determine that it is desirable for the Community Residential Architectural Review Committee or the Community Nonresidential Architectural Review Committee to delegate a portion of its jurisdiction and authority to a modifications committee as provided in Section 5 of this Article, then the Board of Directors may elect to form a Community Residential Modifications Review Committee and a Community Nonresidential Modifications Review Committee for such purpose. If formed, the Community Residential Architectural Review Committee and the Community Nonresidential Architectural Review Committee shall have all of the powers and duties of the ARC provided in this Declaration, the Articles of Incorporation and Bylaws as to its areas of jurisdiction and authority, and the numbers thereof and shall be

appointed in the same manner as the ARC. If formed, the Community Residential Modifications Review Committee and the Community Nonresidential Modifications Review Committee shall have all of the powers and duties of the Community Modifications Review Committee provided in this Declaration, the Articles of Incorporation and Bylaws as to its areas of jurisdiction and authority, and the members thereof shall be appointed in the same manner as the ARC.

Section 15. Enforcement and Amendment. The Board of Directors on behalf of the Community Association, and the Declarant so long as Declarant owns any land which is subject to this Declaration or which under the terms of this Declaration could be annexed to the Properties, shall have the authority and standing to enforce in courts of competent jurisdiction, decisions of the committees established in Sections 2, 5 and 14 of this Article V. This Article may not be amended without Declarant's written consent so long as Declarant owns any land which is subject to this Declaration or which under the terms of this Declaration could be annexed to the Properties.

ARTICLE VI Use Restrictions

The Properties 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 Declaration, any Supplemental Declaration or Annexation Agreement, and any applicable District Declaration or other covenants or deed restrictions pertaining thereto. Each Owner shall fully comply with the Development Order and the Development Approvals which pertain to such Owner's Unit or Unplatted Parcel. Each District Association, District Committee or such other owner of any portion of the Properties not included within a Unit or Unplatted Parcel shall fully comply with the Development Order and the Development Approvals which pertain to the portion of the Properties owned by each of them.

A District Declaration may impose stricter standards than those contained in this Article. The Community Association, acting through the Board of Directors, shall have standing and power to enforce restrictions and standards imposed under District Declarations as if such provisions were a covenant under this Declaration.

The Properties shall also be subject to such further restrictions as Declarant may impose under and by virtue of deeds to Owners. Restrictions identified in any such deed as being enforceable by the Community Association shall be enforceable by the Community Association, acting through the Board of Directors,

in the same manner as if such restrictions were set forth in this Declaration.

The Community Association, acting through the Board of Directors, shall have the authority to make, enforce, amend and delete standards and restrictions governing the use of the Properties in addition to those contained herein, and to impose reasonable user fees for use of Common Areas. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Community Association by both Voting Members representing a majority of the total votes of the Community Association and by the vote of Declarant, so long as Declarant owns any land which is subject to this Declaration or which under the terms of this Declaration could be annexed to the Properties.

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

Section 1. Occupants Bound. All provisions of the 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 Properties.

Section 2. Nuisance. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such portion of the Properties 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 Properties 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 Properties. No illegal, noxious, or offensive activity shall be carried on or conducted upon any portion of the Properties. 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 Properties and shall not be visible to view.

Section 3. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon any portion of the Properties any tent, trailer or any structure of a temporary nature, without obtaining prior written approval from the ARC. The Declarant shall be exempted from the terms and provisions of this Section.

Section 4. Subdivision of Portion of the Properties. As long as Declarant owns any land which is subject to this Declaration or which is under the terms of this Declaration could be annexed to the Properties, no portion of the Properties 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 Declarant, which approval may be granted or withheld in the sole discretion of Declarant. Thereafter, no portion of the Properties 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 Board of Directors. 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. Declarant, however, hereby expressly reserves the right to plat, replat, subdivide or change the boundary lines of any portion of the Properties owned by the 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 5. Lakes, Ponds, Retention and Other Water Areas. Access to and use of lakes, ponds, retention and other water areas within the Properties shall be governed and controlled by the Declarant or to the extent applicable, the Community Development District, except that if any of the foregoing are not a part of the Master Drainage System and are located totally within a District, access to and use thereof shall be governed and controlled by the related District Association or District Committee. This shall not be deemed to imply that any of the Properties or the Owners thereof will have access to or rights to use lakes, ponds, retention or other water areas within the Properties. The Declarant or the Community Development District, to the extent applicable, may establish rules and regulations relevant to access and use of lakes, ponds, retention and other water areas (not subject to jurisdiction of a District Association or District Committee) which may include, without limitation, regulation or prohibition of sailing, boating (including jet skis or other vehicles containing gas, diesel or other form of combustion engines), swimming, fishing or other water sports or activities. The Declarant or the Community Development District 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 Declarant or the Community Development District 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 Declarant or Community Development District to provide supervisory personnel or lifeguards. At such time as Declarant no longer owns any property which is subject to this Declaration or which under the terms of this Declaration could be annexed to the Properties, or at such earlier time as Declarant in its sole discretion may determine, the rights reserved to Declarant in this section shall become rights of the Community Association, to be exercised by its Board of Directors. The actions, rules or regulations promulgated by the Community Development District shall control in the event of any conflicts between its actions and those of Declarant or the Community Association.

Section 6. 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 Properties within ten (10) days following written notice by the Community Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, then the Community 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 Properties, 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 Community Association of fifteen percent (15%) of the total amount thereof shall be payable by the owner of the affected portion of the Properties to the Community 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 Properties. The Community Association may place a lien upon such portion of the Properties to recover such costs and expenses, as provided in Article VIII and the Community Association may seek all other legal and equitable remedies available to it.

ARTICLE VII Annexation of Additional Property

Section 1. Annexation. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until January 1, 2025, to annex to the Properties any additional property, including properties now or hereafter owned by it and the property of others, (i) which is either abutting the existing Properties (including additions thereto), which shall include properties which would abut the Properties, but for the existence of a road right of way, easement or other similar property grant separating it from the Properties, 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 Declarant. 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 Properties and Exhibit "A", and thereby submitting same to the terms of the Declaration. Any such annexation shall be effective upon the filing for record of such Annexation Agreement unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the owner of at least a portion of the Properties and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Nothing herein shall obligate Declarant to annex additional real property into the Properties.

The Community Association also shall have the right, privilege and option, from time to time and at any time, to annex to the Properties any additional property owned by it or an owner consenting to such annexation, (i) which is either abutting the existing Properties (including additions thereto), which shall include properties which would abut the Properties, but for the existence of a road right of way, easement or other similar property grant separating it from the Properties, or (ii) which is so situated that its addition will be consistent with the uniform scheme of development. 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 Properties and Exhibit "A", and thereby submitting same to the terms of the Declaration. Any such annexation shall be effective upon the filing for record of such Annexation Agreement unless otherwise provided therein.

Section 2. Amendment. This Article shall not be amended without the written consent of Declarant.

ARTICLE VIII 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 Community Association, to be commenced at the time and in the manner set forth in Section 5 of this Article. Assessments shall be levied on all Units and Unplatted Parcels according to the following formula:

(a) Assignment of Points.

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(i) Residential Units and Residential Unplatted Parcels. One (1) point per acre or portion thereof shall be assigned to a Residential Unplatted Parcel. For those portions of a Residential District which are subject to a recorded plat for Units, are submitted to condominium or cooperative ownership, or are otherwise designated by Declarant as a Residential Unit, each Residential Unit shall be assigned one (1) point.

(ii) Nonresidential Units and Nonresidential Unplatted Parcels. One (1) point per acre or portion thereof shall be assigned to a Nonresidential Unplatted Parcel. For those portions of a Nonresidential District which are subject to a recorded plat for Units, are submitted to condominium or cooperative ownership, or are otherwise designated by Declarant as a Nonresidential Unit, each Nonresidential Unit shall be assigned ten (10) points per acre or portion thereof.

(b) Computation of Assessment.

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 Properties subject to the Assessment. The percentage of the total assessment for each Unit or Unplatted Parcel subject to assessment shall be computed annually by Declarant, and notice of the percentage for each Unit or Unplatted Parcel (including a summary of the computations) shall be sent to each Owner together with the annual notice of any Assessment. 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 Properties, Assessments shall be recomputed under the above formula, and all Owners shall be notified of their new Assessment not less than fifteen (15) days prior to the beginning of the next billing cycle for the collection of Assessments as established, and as may be modified, by Declarant.

Special Assessments shall be levied as provided in Section 3 of this Article VIII. Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Properties, 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 Community 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 Community Association of such Assessment therein stated to have been paid. The Community 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 for 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 in quarterly installments.

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 Community Association to take some action or perform some function required to be taken or performed by the Community Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Community 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 Declarant has an option unilaterally to subject additional property to this Declaration in accordance with Article VII, 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 Declarant's unsold Units or Unplatted Parcels) and the amount of actual expenditures required during the fiscal year by the Community Association. 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 Declarant and the value of such services shall be established by Declarant or by a written statement of the service or material provider.

The Community 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 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 at least sixty (60) days before the beginning of each fiscal year, to prepare and adopt a budget for the Community Association covering the estimated Common Expenses during the coming fiscal year. The budget may, but shall not be required to, include a capital contribution establishing a reasonable reserve fund in accordance with a capital budget separately prepared. If so proposed, such capital budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board of Directors shall set the capital contribution, if any, in an amount sufficient to permit the Community 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 mail, publish in a newspaper of local circulation, or post on the Properties a copy of the adopted budget and a notice of 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, to each Owner at least thirty (30) days prior to the beginning of the fiscal year. 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 a 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%), 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 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. The foregoing shall not be deemed a Special Assessment.

Section 3. Special Assessments. In addition to the Regular Assessments authorized in Section 1 of this Article, the Community Association may levy and collect a Special Assessment or Special Assessments from time to time for any purpose related to the discharge of the Community Association's duties and obligations pursuant to this Declaration. The obligation to pay Special Assessments shall be computed on the same basis as for Regular Assessments. 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 Declarant is subsidizing the Regular Assessments as provided in Section 1 of this Article at the time of such Special Assessment, 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. In the event a Special Assessment is levied on a Unit or Unplatted Parcel for reasons other than noncompliance with the terms and conditions of deed restrictions, the Declaration, any District Declaration or any other documents related thereto, including without limitation the rules and regulations, then if such Special Assessment exceeds fifty percent (50%) of the Regular Assessment for the fiscal year in which it is levied, such Special Assessment shall require the approval of Voting Members representing a majority of the votes, for each class of members, present at a meeting of the Community Association called for the purpose of considering such Special Assessment. Special Assessments levied as a result of noncompliance with the terms and conditions of deed restrictions, the Declaration, District

Declaration, or any other documents related thereto, including without limitation rules and regulations, shall not require the approval of Voting Members of any class, and may be imposed by the Board of Directors or its designees.

After the Community 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 Declaration or District Declaration, and providing the opportunity to such Owner to cure such noncompliance within a stated period or to be heard by the Board of Directors or other committee designated by it in respect to the noncompliance, the Community Association may levy and collect a Special Assessment against any Owner individually and against such Owner's Unit or Unplatted Parcel to reimburse the Community Association for costs and expenses incurred in bringing an Owner and his Unit or Unplatted Parcel into compliance with the provisions of this Declaration or the applicable District Declaration (including without limitation an overhead expense of fifteen percent (15%) of the total costs and expenses payable to the Community Association). The Community Association may also levy a Special Assessment against the Units or Unplatted Parcels in any District to reimburse the Community Association for costs incurred in bringing the District or Units or Unplatted Parcels therein into compliance with the provisions of this Declaration or the District Declaration, which Special Assessment may be levied upon the vote of the Board of Directors or other committee designated by it, after notice to the senior officer or Voting Member of the District Association or District Committee specifying the noncompliance of the District or Units or Unplatted Parcels therein, and the opportunity to cure such noncompliance within a stated period or be heard by the Board of Directors in respect to the noncompliance.

Section 4. Lien for Assessments. The Community 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 Community 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 Community Association or by the management agent or attorney for the Community 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 Community Association pursuant to this 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; and (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. Such lien may be enforced by suit, judgment, or foreclosure in the same manner mortgage liens are foreclosed.

The Community 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 Community 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 Community 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 Unit or Unplatted Parcel by 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, such Mortgagee or purchaser, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments of the Community 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 the Declaration and any District Declaration;

(b) The Areas of Common Responsibility 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; and

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

Section 8. Alternative Billing of Assessments. The Community Association may, in lieu of collecting Assessments on an individual basis from each Owner, bill any District Association or District Committee for the combined Assessments due with respect to all the Units or Unplatted Parcels within each such District. Each District Association or District Committee, as the case may be, shall pay the Assessments due for all Units or Unplatted Parcels within the District promptly upon receipt of

any such billing. If any District Association or District Committee fails to pay the total combined Assessments within thirty (30) days after receipt of a bill therefor, the Community Association shall thereupon send notice of the Assessment due to each Owner of a Unit or Unplatted Parcel within the District and such Assessment shall then be payable by each such Owner of a Unit or Unplatted Parcel. In the alternative, the Community Association may elect to sue any District Association or District Committee for the payment of all the Assessments due for all Units or Unplatted Parcels within the District.

ARTICLE IX
General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by Declarant or the Community Association, their respective successors and assigns, for a term of forty (40) years from October 10, 1989 after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by eighty-five percent (85%) 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 Declaration shall be modified or terminated as specified therein.

Section 2. Enforcement. Every Owner and every occupant of a Unit or Unplatted Parcel shall comply strictly with the covenants, conditions, and restrictions set forth in the Declaration and associated documents, the applicable District Declaration and in the deed to the Unit or Unplatted Parcel, if any. The Community Association or Declarant shall have the right individually or collectively to enforce the covenants, conditions, restrictions and other provisions of this 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 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 Declaration shall include, without limitation, an action to recover sums due for damages or an action for injunctive relief, or both, maintainable by the Community Association or by Declarant. In addition, the Community Association may also impose per diem penalties for failure of an Owner to comply with this Declaration and associated documents after notice of such noncompliance and the elapsing of a stated time period within which to cure such noncompliance. Such penalties shall be due and payable upon imposition and shall be secured, collected and otherwise treated in the same manner as Assessments. Failure to

comply with the applicable District Declaration shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Community Association, Declarant, or in a proper case, by the aggrieved Owner.

The Community Association or 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 the 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 Declaration, the Planning and Design Criteria, the Articles of Incorporation, Bylaws, and rules and regulations of the Community Association, the District Declaration and any similar associated documents thereunder, or deed restrictions on the Properties, or to seek such other relief as may be available as a result of a breach of any covenants, conditions, restrictions or other provisions of any of the foregoing, including without limitation actions to recover sums due for damages or actions for injunctive relief, shall be the personal obligation of the nonprevailing party.

Section 3. Easements for Utilities and Other Services.
There is hereby reserved unto Declarant, so long as Declarant owns any property which is subject to this Declaration or which under the terms of this Declaration could be annexed to the Properties, 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 and, to the extent shown on any plat, over other portions of the Properties 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, sewers, 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.

Notwithstanding anything to the contrary contained in this Section, no sewer lines, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by Declarant, so long as Declarant owns any property which is subject to this Declaration or which under the

terms of this Declaration could be annexed to the Properties, and thereafter by the Board of Directors.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement over the Properties. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

Section 4. Future Easements. There is hereby reserved to 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 Community 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 Declarant, for the future orderly development of the Viera East Community in accordance with the objects and purposes set forth in this 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 Community in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted or reserved by Declarant without the necessity for the consent or joinder of the Owner of the particular portion of the Properties over which such further or additional easement is granted or required.

Section 5. Master Drainage System. Declarant currently is retaining title to all or portions of the property comprising the Master Drainage System. Declarant may elect to assign or transfer the ownership and/or the responsibility for maintenance of the Master Drainage System to the Community Association or to form a municipal service taxing unit or special district (including the Community Development District) to own and/or maintain, control and operate the Master Drainage System. In the event Declarant or the Community Association maintains the Master Drainage System, the cost of the maintenance of the Master Drainage System attributable to the Properties shall be a Common Expense. In the event a municipal service taxing unit or special district (including the Community Development District) owns, maintains, controls or operates the Master Drainage System, then the cost of same will be imposed upon the portion of the Properties subject to such taxing unit or district in accordance with its terms and provisions.

Subject to regulations and ordinances imposed by all governmental and quasi-governmental bodies or agencies, and further subject to any written agreements entered between the Declarant and/or the Community Development District and any governmental and quasi-governmental bodies or agencies, the Declarant, except to the extent the Community Development District may otherwise be empowered to determine, shall have the sole right to control the water level of all lakes, ponds, retention and other water areas, the drainage control devices and all other areas and apparatus comprising the Master Drainage System. Subject to the regulations, ordinances and agreements imposed by or made with any governmental or quasi-governmental body or agency, the Declarant, and any assigns of the Declarant, shall have the right to use the water in all lakes, ponds, retention and other water areas in the Master Drainage System for irrigation purposes as determined by Declarant or such other Persons as Declarant may designate.

No Person (other than the Declarant or the Community Development District, its employees or agents) shall, without the written approval of the Declarant or the Community Development District, do any of the following on any part of the Master Drainage System: (a) use power boats or other watercraft, fish or swim unless specifically authorized pursuant to Article VI, Section 5 hereof; (b) discharge any liquid or material other than natural drainage into any lake, pond, retention or other water areas, and then only in accordance with the permits for the Master Drainage System; (c) alter or obstruct any lakes, ponds, retention or other water areas, or interfere with any water control structures or apparatus, which are a part of the Master Drainage System.

Section 6. Municipal Service Taxing Units; Special Districts. Declarant reserves the right to create such municipal service taxing units and special districts as may be necessary or desirable to furnish governmental or quasi-governmental (including utility) services to the Properties or portions thereof.

Section 7. Indemnification. The Community Association shall indemnify every officer, director, committee member and employee of the Community Association against any and all costs and expenses, including reasonable attorneys and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, committee member or employee of the Community 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. Such

officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Community Association (except to the extent they may also be members of the Community Association), and the Community Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Community 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 8. Litigation. During the Class B Control Period no judicial or administrative proceeding shall be commenced or prosecuted by the Community Association unless approved by a majority of the Board of Directors. Thereafter, no judicial or administrative proceeding shall be commenced or prosecuted by the Community 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 Community Association to enforce the provisions of this Declaration or associated documents, any District Declaration or associated documents, or such other relief as may be available as a result of a breach of covenants, conditions, restrictions and other provisions of the Declaration or associated documents, or any District Declaration or associated documents, or under any deed restrictions imposed on Units or Unplatted Parcels or other portions of the Properties, 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 VIII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Community Association in proceedings instituted against it. (This Section shall not apply to the undertaking of any defense of the Community Association in proceedings instituted against it.) This Section shall not be amended unless such amendment is made by 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 9. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of (i) any District Declaration and associated documents thereunder, and (ii) any deed restrictions, and the Community 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 any District Declaration and any District Association or any deed restrictions shall be subject and subordinate to those of the Community Association and this Declaration. The foregoing priorities shall apply, but shall not be limited to, the liens for assessments created in favor of the Community Association. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and the Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 10. Severability. Invalidation of any one of these covenants or restrictions contained in the Declaration by judgment or court order shall in no way affect the validity of any other provisions contained in the Declaration, which shall remain in full force and effect.

Section 11. 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 this Declaration).

Section 12. Development and Construction by Declarant. Nothing set forth in this Declaration shall be deemed, either expressly or impliedly, to limit the right of Declarant to change, alter or amend its development plan or plans for the Properties or the Development Order or Development Approvals, or to construct such improvements as the Declarant deems advisable prior to the completion of the development of all of the Properties. Declarant reserves the right to alter its development and construction plans and designs as it deems appropriate from time to time. Nothing in this Declaration shall be construed to require Declarant, its successors in interest or assigns to develop any of the Properties.

Section 13. Construction Activity by Declarant. Notwithstanding anything to the contrary set forth herein, Owners of Units and Unplatted Parcels (and owners of any other portion of the Properties) acknowledge that Declarant may undertake certain construction or related activities for the purpose of marketing, sale, development and improvement of the Properties or portions thereof. As a result, certain portions of the Properties may experience disturbance or inconvenience from time to time from such activities, however no Owner (or owner of any other portion of the Properties) shall be entitled to seek relief against the Declarant for any reason related thereto.

Section 14. 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 any District Declaration or deed restrictions pertaining to the Properties, 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 Properties in noncompliance, at its last known address, of such noncompliance, and grant the owner of such portion of the Properties an opportunity to cure such noncompliance or a right to be heard. 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 against such portion of the Properties in noncompliance, and shall be subject to collection and such other terms as provided therein and in Article VIII hereof.

Section 15. Wildlife, Wetland Programs and Other Components of Development Order. The Declarant or Community Association may in the future implement wildlife or wetland programs or other components of the Development Order, and this Declaration may be amended by 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 Declarant, for the purpose of defining certain responsibilities and obligations of the Community Association, any District, District Association or District Committee, the Properties or portions thereof, and Owners in regard thereto.

ARTICLE X Declarant's Rights

Section 1. Assignment of Rights. Any or all of the special obligations of Declarant may be transferred to other Persons including, without limitation, the Community Association, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Brevard County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "A" in any manner whatsoever.

Section 2. Development Activities. Notwithstanding any provisions contained in the Declaration or related documents to the contrary, it shall be expressly permissible for 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

Properties owned by Declarant, such facilities and activities as, in the sole opinion of 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 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 Properties. So long as 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 Properties owned by such Person without 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 Declarant.

Section 4. Amendment. This Article may not be amended without the express written consent of Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) thirty-five (35) years from October 10, 1989, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE XI Amendment

Declarant reserves the right to amend this 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 Properties then owned by Declarant or its affiliates from the provisions of this Declaration or a change in the uses permitted for the Properties under this Declaration, by recordation of an amendment in the public records of Brevard County, Florida. Any amendment of Declarant shall be consistent with the general development plan for the Properties set forth in this Declaration, and with the Development Order for the Properties issued by Brevard County, Florida. It may also designate separate residential, commercial, industrial, office, governmental, educational or other Districts. Other 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 Community Association, including

the right to promulgate rules and regulations (including without limitation providing for fines, payment of which may be secured by Assessment liens), and providing enforcement powers, reservation of additional easements over the Properties, and certain provisions required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Department of Housing and Urban Development, and any other federal, state or local governmental entity or agency.

This Declaration may also be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five percent (75%) of the total votes of the Community Association including seventy-five percent (75%) of the votes held by members other than the Declarant. 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.

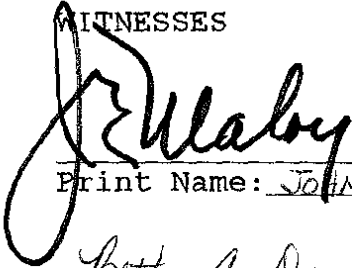
If an Owner consents to the amendment of this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment shall remove, revoke or modify any right or privilege of Declarant or the Community 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.

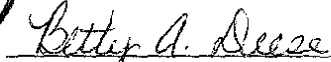
By acceptance of a deed of conveyance to a Unit or Unplatted Parcel, or other portion of the Properties each owner thereof thereby gives its full, irrevocable and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided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

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 26th day of August, 1992.

WITNESSES



Print Name: JOHN R. MALOY



Print Name: BETTY A. DEESE

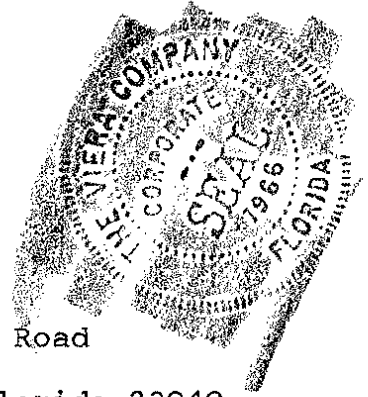
THE VIERA COMPANY, a Florida corporation

By: 

Perry J. Reader

Its: Vice President

(CORPORATE SEAL)



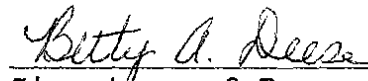
Address: 7380 Murrell Road
Suite 201
Melbourne, Florida 32940

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 26th day of August, 1992 by PERRY J. READER, the Vice President of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. He is known to me ~~or has produced~~ ~~as identification~~ and did not take an oath.

Notary Stamp




Signature of Person Taking
Acknowledgment

Print Name: BETTY A. DEESE

Title: Notary Public

Serial No. (if any) _____

Commission Expires: _____

(R:071\DOC4.DOC)
(Draft Date 3/10/92)

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Land Initially Submitted
"B"	Designation of Districts
"C"	Articles of Incorporation of Community Association and First Amendment thereto
"D"	Bylaws of Community Association and First Amendment thereto

EXHIBIT "A"

Land Initially Submitted

[Insert correct Exhibit "A" in lieu of this page]

BK 3225 PG 4116

LEGAL DESCRIPTION -

Portions of Sections 33 and 34, Township 25 South, Range 36 East, and portions of Sections 3, 4, 9 and 10, Township 26 South, Range 36 East, all in Brevard County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Section 10; thence $N00^{\circ}58'45''W$ along the East line of said Section 10 for 50.04 feet to the North right of way line of Wickham Road and the POINT OF BEGINNING; thence $S86^{\circ}40'00''W$ along said North right of way line for 1,791.05 feet; thence $S89^{\circ}31'32''W$ along said North right of way line for 1,232.48 feet to the East line of that parcel described in Official Records Book 876, Page 569 of the Public Records of Brevard County, Florida; thence $N14^{\circ}32'54''W$ along said East line for 766.98 feet to the North line of said parcel described in Official Records Book 876, Page 569; thence $S75^{\circ}27'06''W$ along said North line for 768.49 feet to the Easterly right of way line of Interstate 95; thence $N26^{\circ}01'27''W$ along said Easterly right of way line for 745.31 feet; thence $N14^{\circ}32'54''W$ along said Easterly right of way line for 9,138.64 feet; thence $N75^{\circ}26'32''E$ for 1,437.64 feet; thence $S14^{\circ}33'28''E$ for 580.00 feet; thence $S42^{\circ}38'20''E$ along a radial line for 493.95 feet to a point on a curve concave to the South, having a radius of 640.00 feet; thence Easterly along the arc of said curve, through a central angle of $48^{\circ}08'20''$ for 537.72 feet to the point of tangency; thence $S84^{\circ}30'00''E$ for 750.00 feet to a point on the Northerly extension of the Easterly right of way line of Murrell Road, said right of way recorded in Official Records Book 2953, Page 2101 of the Public Records of Brevard County, Florida; thence $S05^{\circ}30'00''W$ along said Northerly extension of the Easterly right of way line of Murrell Road and along the Easterly right of way line of Murrell Road for 1,365.19 feet to the point of curvature of a curve concave to the East and having a radius of 1,085.92 feet; thence for the following six (6) courses along said Easterly right of way line: (1) thence Southerly along the arc of said curve for 521.20 feet, through a central angle of $27^{\circ}30'00''$ to the point of tangency; (2) thence $S22^{\circ}00'00''E$ for 1,399.77 feet to the point of curvature of a curve concave to the West, having a radius of 1,205.92 feet; (3) thence Southerly along the arc of said curve for 568.28 feet, through a central angle of $27^{\circ}00'00''$ to the point of tangency; (4) thence $S05^{\circ}00'00''W$ for 468.53 feet to the point of curvature of a curve concave to the East, having a radius of 1,085.92 feet; (5) thence Southerly along the arc of said curve for 511.85 feet, through a central angle of $27^{\circ}00'24''$ to the point of tangency; (6) thence $S22^{\circ}00'24''E$ for 592.63 feet to the point of curvature of a curve concave to the Northeast, having a radius of 50.00 feet; thence Southwesterly along the arc of said curve for 78.54 feet, through a central angle of $90^{\circ}00'00''$ to the point of tangency; thence $N67^{\circ}59'36''E$ for 423.19 feet to the point of curvature of a curve concave to the South, having a radius of 960.00 feet; thence Easterly along the arc of said curve for 318.71 feet, through a central angle of $19^{\circ}01'19''$ to the point of tangency; thence $N87^{\circ}00'55''E$ for 221.13 feet; thence $N02^{\circ}59'05''W$ for 692.95 feet to the South line of the Indian River Colony Club, Phase Two, Unit Four, as recorded in Plat Book 35, Pages 65 through 67 of the Public Records of Brevard County, Florida, said line also being the North line of Section 10, Township 26 South, Range 36 East; thence $N86^{\circ}30'29''E$ along said South line of said Indian River Colony Club and along the North line of said Section 10 for 1,620.78 feet to the Southeast corner of said Indian River Colony Club, said point also being the Northeast corner of said Section 10; thence $S00^{\circ}58'45''E$ along the East line of said Section 10 for 3,187.48 feet to the North line of that parcel described in Official Records Book 2812, Page 2063 of the Public Records of Brevard County, Florida; thence for the following eight (8) courses along the Northerly line of said lands described in Official Records Book 2812, Page 2063: (1) $S87^{\circ}55'44''W$ for 650.12 feet; (2) thence $S00^{\circ}58'45''E$ for 288.82 feet; (3) thence $S59^{\circ}01'15''W$ for 245.81 feet; (4) thence $N88^{\circ}24'23''W$ for 501.94 feet; (5) thence $S59^{\circ}01'15''W$ for 503.09 feet; (6) thence $S00^{\circ}58'45''E$ for 575.00 feet; (7) thence $S44^{\circ}01'15''W$ for 159.04 feet; (8) thence

EXHIBIT "A" - continued

S87°55'44"W for 359.20 feet to the East right of way line of Murrell Road; thence S12°28'28"E along said East right of way line for 152.51 feet to the South line of said lands described in Official Records Book 2812, Page 2063; thence N87°55'44"E along said South line for 2,241.61 feet to the East line of said Section 10; thence S00°58'45"E along said East line 600.08 feet to the POINT OF BEGINNING, said lands containing 750.84 acres, more or less.

EXHIBIT "B"

DESIGNATION OF DISTRICTS

District SS and RR - Commercial

(comprised of lands identified as Tracts SS and RR on Map 1 attached to the Development Order).

District TT and UU - Commercial

(comprised of lands identified as Tracts TT and UU on Map 1 attached to the Development Order).

District MM and QQ - Residential (to be known as Hammock Trace Residential District) (comprised of lands identified as Tracts MM and QQ on Map 1 attached to the Development Order).

District NN and OO - Commercial

(comprised of lands identified as Tracts NN and OO on Map 1 attached to the Development Order).

District II - Residential (to be known as Hammock Lakes Residential District) (comprised of lands identified as Tract II on Map 1 attached to the Development Order).

District JJ, KK and LL - Commercial

(comprised of lands identified as Tracts JJ, KK and LL on Map 1 attached to the Development Order).

District EE - Commercial

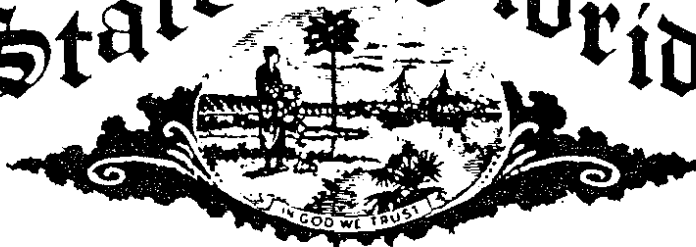
(comprised of lands identified as Tract EE on Map 1 attached to the Development Order).

District FF and GG - Residential (to be known as Fawn Ridge Residential District) (comprised of lands identified as Tracts FF and GG on Map 1 attached to the Development Order).

Crane Creek District - Residential (to be known as Crane Creek Residential District) (comprised of lands conveyed to Rostan, Inc. in Official Records Book 2977, Page 1537, and Official Records Book 2977, Page 1555, all in the Public Records of Brevard County, Florida).

Six Mile Creek District - Residential (to be known as Six Mile Creek Residential District) (comprised of lands conveyed to Jean-Yves Clerc, Trustee, in Official Records Book 2978, Page 4732, Official Records Book 2970, Page 0970, Official Records Book 2970, Page 986 and Official Records Book 3024, Page 1298, all in the Public Records of Brevard County, Florida).

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of VIERA SOUTHEAST COMMUNITY ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 9, 1989, effective October 4, 1989, as shown by the records of this office.

The document number of this corporation is N34607.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th day of October, 1989.



Jim Smith

Jim Smith
Secretary of State

CR2E022 (8-89)

ARTICLES OF INCORPORATION

OF

VIERA SOUTHEAST COMMUNITY ASSOCIATION, INC.

FILED
1989 OCT -9 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, acting as incorporator of this corporation, hereby forms a corporation not for pecuniary profit under the laws of the State of Florida and adopts the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

EFFECTIVE DATE

Oct. 4, 1989

The name of the corporation shall be Viera Southeast Community Association, Inc. (hereinafter referred to as the "Community Association").

ARTICLE II

REGISTERED OFFICE

The initial registered office of the Community Association shall be located at 800 North Magnolia Avenue, Suite 1500, Orlando, Florida 32801.

ARTICLE III

REGISTERED AGENT

R. Mason Blake, whose address is 800 North Magnolia Avenue, Suite 1500, Orlando, Florida 32801, is hereby appointed the initial registered agent of the Community Association.

ARTICLE IV

DURATION

This Community Association shall exist perpetually, commencing on the date of execution and acknowledgment of these Articles of Incorporation.

ARTICLE V

PURPOSES OF THE ASSOCIATION

The Community Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof (hereinafter referred to individually as a "Member" and collectively as "Members"), and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Units and the Common Area within the

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Properties (as those terms are defined in the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Viera Southeast Community recorded or to be recorded in the Public Records of Brevard County, Florida (herein referred to as the "Declaration")) and such additional property as may be submitted to the Declaration and brought within the jurisdiction of this Community Association pursuant to the Declaration, and to promote the health, safety and welfare of the owners of and residents within the Properties and any additions thereto as may hereafter be brought within the jurisdiction of the Community Association. For these purposes the Community Association shall have the following powers, which, unless indicated otherwise by Declaration or Bylaws, may be exercised by the Board of Directors:

(a) The power to perform all of the duties and obligations of the Community Association as set forth in the Declaration or as set forth in the Bylaws, and as the same may be amended from time to time as therein provided, said Declaration and Bylaws being incorporated herein as if set forth herein at length;

(b) Any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have or exercise;

(c) All of the powers necessary or desirable to perform the obligations and duties and to exercise the powers, rights and privileges, set out in these Articles, the Bylaws, or the Declaration, as the same may be amended from time to time as therein provided, including, without limitation, the following:

(i) To fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Community Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Community Association;

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

(iii) To borrow money, and as provided in the Declaration or Bylaws, mortgage, pledge, deed in trust.

or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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

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

(vi) To engage in activities which will actively foster, promote, and advance the common interests of all owners of real property subject to the Declaration;

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

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

(ix) To provide any and all supplemental municipal services which may be necessary or proper.

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

ARTICLE VI

MEMBERSHIP

The corporation shall be a membership corporation without certificates or shares of stock. Every Owner (as defined in the Declaration) shall have a membership in the Community Association. No Owner, whether one (1) or more persons, shall have more than one (1) membership per Unit 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 these Articles of

Incorporation, the Declaration, the Bylaws and regulations adopted by the Community Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Community Association.

The voting rights of members in the Community Association shall be as set forth in the Declaration and Bylaws, as the same may be amended from time to time as provided therein.

ARTICLE VII

BOARD OF DIRECTORS

The business and affairs of this Community Association shall be conducted, managed and controlled by a Board of Directors (hereinafter referred to as the "Board"), consisting of not less than three (3) nor more than seven (7) directors, who need not be members of the Community Association. The initial Board shall consist of three (3) directors. The names and addresses of the persons who are to serve as directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Joseph A. Duda	1802 South Fiske Boulevard Suite 103 Rockledge, Florida 32955
John R. Maloy	1802 South Fiske Boulevard Suite 103 Rockledge, Florida 32955
Perry J. Reader	1802 South Fiske Boulevard Suite 103 Rockledge, Florida 32955

The method of election and term of office, removal and filling of vacancies shall be as set forth in the Bylaws. The Board may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator is as follows:

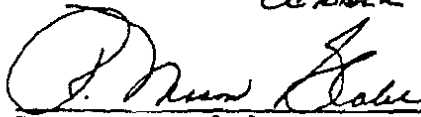
<u>NAME</u>	<u>ADDRESS</u>
R. Mason Blake	800 North Magnolia Avenue Suite 1500 Orlando, Florida 32801

ARTICLE IX

INDEMNIFICATION

This Community Association shall indemnify any officer, director or any former officer or director to the fullest extent provided by law.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporator of this Association has executed these Articles of Incorporation this 4th day of ~~September~~ ^{OCTOBER}, 1989.

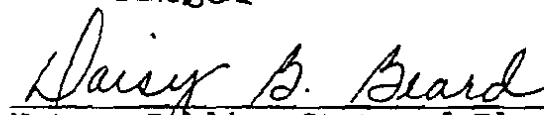

R. Mason Blake

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared R. Mason Blake known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged that he subscribed said instrument for the uses and purposes set forth herein.

WITNESS my hand and official seal in the State and County aforesaid, this 4th day of ~~September~~ ^{OCTOBER}, 1989.


Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 6, 1992
BONDED THRU GENERAL INV. UND.

Having been named as registered agent for the above named Community Association, at the place designated in the foregoing Articles of Incorporation, I hereby accept such designation and agree to act in such capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties as registered agent. I am famil-

lar with, and accept the duties and obligations of, Section 607.325 of the Florida Statutes, and I agree to comply with the provisions of Section 48.091 of the Florida Statutes, regarding the maintenance of office hours for service of process.

Signature: 
R. Mason Blake

Date: ~~September~~ ^{OCTOBER} 4, 1989

FILED
1989 OCT -9 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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BYLAWS
OF
VIERA SOUTHEAST COMMUNITY ASSOCIATION, INC.

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BYLAWS
OF
VIERA SOUTHEAST COMMUNITY ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

Section 1. Name. The name of the Community Association shall be VIERA SOUTHEAST COMMUNITY ASSOCIATION, INC. ("Community Association").

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

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera Southeast Community, recorded in Official Records Book 3022, Page 1576, Public Records of Brevard County, Florida, as supplemented, restated, renewed, extended or amended, from time to time ("Declaration"), unless the context shall otherwise require.

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

Article II

Community Association:

Membership, Meeting, Quorum, Voting, Proxies

Section 1. Membership. The Community Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. Meetings of the Community Association shall be of the Voting Members or their alternates, unless otherwise stated, and the Voting Members shall be responsible for casting all votes of the membership of the Community Association for all matters requiring the vote of the membership of the Community Association, unless otherwise expressly specified in the Declaration or these Bylaws.

Section 2. Place of Meetings. Meetings of the Community Association shall be held at the principal office of the Community Association or at such other suitable place convenient to the members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Annual meetings of the Community Association shall be set by the Board of Directors so as to occur at least ninety (90) but not more than one hundred twenty (120) days before the close of the Community Association's fiscal year on a date and at a time set by the Board of Directors.

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

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. When required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice.

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

So long as the Class "B" membership exists, the Class "B" member shall be given written notice of all meetings of the Board of Directors, the officers, the Community Association or any committee thereof, and such notice shall contain the proposed agenda or purpose of the meeting.

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

Section 7. Adjournment of Meetings. If any meeting of the Community Association cannot be held because a quorum is not present, Voting Members, either in person or by alternate, representing a majority of the total votes present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that Voting Members or their alternates representing at least twenty-five percent (25%) of the total votes of the Community Association remain in attendance, and provided further that any action taken is approved by Voting Members or their alternates representing at least a majority of the number of votes of the Community Association required to constitute a quorum.

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

Section 9. Proxies. Voting Members may not vote by proxy but only in person or through their designated alternates.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by alternate of the Voting Members representing a majority of the total votes in the Community Association shall constitute a quorum at all meetings of the Community Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings of the Community Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Voting Members or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if written consent setting forth the action so taken is signed by Voting Members representing the requisite vote necessary to approve the subject matter thereof, and any such consent shall have the same force and effect as a vote of the Voting Members on such action at a meeting duly called.

Section 14. Notice of Action. So long as the Class "B" membership exists, within ten (10) days following the meeting of the Board of Directors, the officers, the Community Association, or any committee thereof, the presiding officer of said meeting or his appointed agent shall deliver a true and complete copy of the minutes and/or transactions of the meeting to the Class "B" member at its office.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

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

Section 2. Directors During Class "B" Control. The Directors shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant 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 Properties and the property which is subject to annexation under the provisions of the Declaration, have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant and Owners holding title solely for the purpose of development and sale;

(b) December 31, 2024; or

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

Section 3. Right To Disapprove Actions. This Section 3 may not be modified or amended in any manner without the express, written consent of the Class "B" member as long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" member shall have a right to disapprove actions of the Board of Directors, the officers or any committee of the Community Association, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" member, its successors and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board of Directors, the officers, the Community Association or any committee thereof shall become effective, nor shall any action, policy or program be implemented, until and unless:

(a) The Class "B" member shall have been given written notice of all meetings and proposed actions to be approved at meetings of the Board of Directors, the officers, the Community Association or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Community Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Sections 8, 9, and 10, of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" member shall be given the opportunity at any such meeting to join in or to have its

representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board of Directors, the officers, the Community Association or any committee thereof. The Class "B" member, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee, the officers, the Community Association and/or the Board of Directors. The Class "B" member shall have and is hereby granted a right to disapprove any such action, policy or program authorized by the Board of Directors, the officers, the Community Association or any committee thereof and to be taken by the Board of Directors, the officers, such committee, the Community Association, or any individual member of the Community Association, if Board of Directors, officer, committee or Community Association approval is necessary for such action. This right may be exercised by the Class "B" member, its representatives or agents at any time within fourteen (14) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, the officers, the Board of Directors or the Community Association. The Class "B" member shall not use its right of disapproval to require a reduction in the level of services which the Community Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

The disapproval of the Class "B" member pursuant to this Section shall prohibit the taking of such action or implementation or adoption of such program or policy, and shall supersede any approval otherwise obtained from the Board of Directors, the officers, the Community Association or committee thereof.

Section 4. Number of Directors. During the Class B Control Period the number of directors on the Board of Directors shall be not less than three (3) nor more than five (5), as provided in Section 6 below. Thereafter the number of directors on the Board of Directors may be increased upon approval of Voting Members representing a majority of the votes present at the meeting, provided that there shall always be an odd number of directors. The initial Board of Directors shall consist of three (3) members appointed by the Declarant. The Declarant may appoint additional directors in its sole discretion to the Board of Directors from time to time to replace directors appointed by it, to fill vacancies of directors appointed by it, or to fill additional positions on the Board of Directors due to its expansion.

Section 5. Nomination of Directors. Except with respect to directors entitled to be selected by the Declarant, nominations

for election of directors to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more members of the Community Association appointed by the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to such annual meeting of the Voting Members at which Voting Members other than the Declarant are entitled to elect members to the Board of Directors. Members of the Nominating Committee shall serve a term of one (1) year or until their successors are appointed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. At least one (1) candidate shall be nominated from each District unless a District has no person willing to serve or eligible for election. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

Section 6. Election and Term of Office. Within thirty (30) days after termination of the Class B Control Period, the Community Association shall call a special meeting at which the Voting Members shall elect all directors of the Board of Directors. A majority of the directors shall be elected to serve a term of two (2) years, and the remaining directors shall be elected to serve a term of one (1) year. Upon the expiration of the initial term of office of each such director, a successor shall be elected to serve a term of two (2) years. Thereafter, all directors shall be elected to serve two (2) year terms.

At any election of directors by Voting Members, each Voting Member shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled on the Board of Directors. The candidates receiving the largest number of votes shall be elected to fill the positions for which the election is held, provided however, no more than one (1) director shall be elected from any District as long as there are candidates from unrepresented Districts who are running for election. The directors elected by the Voting Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Except for Declarant-appointed directors, a director may be removed, with or without cause, by the vote of Voting Members representing a majority of the votes present at a meeting. Any director, other than a Declarant-appointed director, whose removal is sought, shall be given notice prior to any meeting called for that purpose. At such meeting as the director is removed, a successor shall be elected by the Voting Members to fill the vacancy for the remainder of the term of such director. Any director

appointed by the Declarant may only be removed by the Declarant, in its sole discretion, and the Declarant shall be entitled to appoint a director to fill the vacancy created.

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

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

B. Meetings.

Section 8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Community Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) meeting occurring per quarter. Notice of the time and place of the meetings of the Board of Directors shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors of the Board of Directors if the Board of Directors is three members or by any three (3) directors of the Board of Directors if the Board of Directors is five members. The notice shall specify the time and

place of the meeting and the nature of any special business to be considered. The notice shall be given to each director of the Board of Directors by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, telecopy, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Community Association. Notices sent by first class mail shall be deposited into a United States mailbox at least ten (10) days before the time set for the meeting. Notices given by personal delivery, telephone, telecopy or telegraph shall be delivered, telephoned, faxed or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

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

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

Section 13. Compensation. No director shall receive any compensation from the Community Association for acting as such unless approved by Voting Members representing a majority of the total votes of the Community Association at a regular or special

meeting of the Community Association; provided any director may be reimbursed for expenses incurred on behalf of the Community Association upon approval of a majority of the other directors.

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

Section 15. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board of Directors shall be open to all Voting Members, but Voting Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Voting Member may speak.

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

C. Powers and Duties.

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

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

The Board of Directors shall have exclusive jurisdiction over and the sole responsibility for the Community Association's administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Area and Area of Common Responsibility; the establishment, levy, imposition, enforcement and collection

of all assessments for which provision is made in the Declaration; the promotion and advancement of the general interests of the members of the Community Association; all as more particularly provided in the Declaration, Articles of Incorporation, these Bylaws and the rules and regulations of the Community Association.

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

(a) preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of assessments; provided, unless otherwise determined by the Board of Directors, the Regular Assessment shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of January, April, July and October of each year;

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

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

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

(f) making and amending rules and regulations;

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

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area

in accordance with the Declaration and these Bylaws after damage or destruction by fire or other casualty;

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

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

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

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

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

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

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

Section 18. Management Agent.

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

Declarant, or an affiliate or other related entity of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Community Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Community Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; any thing of value received shall benefit the Community Association; provided, nothing herein shall prohibit the managing agent from earning commissions for service performed by the managing agent in leasing Units on behalf of Owners of such Units;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Community Association shall be disclosed promptly to the Board of Directors;

(f) commencing in 1993, financial reports shall be prepared for the Community Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners (or Districts if assessments are billed directly to Districts as provided in the Declaration) who are delinquent in paying the installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (an installment of an assessment shall be considered to be delinquent on the fifteenth (15th) day after the installment is due unless otherwise determined by the Board of Directors); and

(g) commencing with the 1993 fiscal year, an annual report consisting of at least the following shall be distributed to all Voting Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board of Directors, by an independent public accountant; provided, during the Class B Control Period, the annual report need only include certified or reviewed financial statements.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Area without the approval of the Voting Members of the Community Association. The Board of Directors shall also have the power to borrow money for other purposes; provided, the Board of Directors shall obtain the approval of Voting Members representing a majority of the total votes of the Community Association in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Community Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these Bylaws or the Articles of Incorporation, during the Class B Control Period, no mortgage lien shall be placed on any portion of the Common Area owned by the Community Association without the affirmative vote or written consent, or any combination thereof, of Voting Members representing at least a majority of the total votes of the Community Association other than Declarant.

Section 21. Rights of the Community Association. With respect to the Common Area, Areas of Common Responsibility, or other areas of responsibility of the Community Association, and in accordance with the Articles of Incorporation, these Bylaws and the Declaration, the Board of Directors on behalf of the Community Association shall have the right to contract with any Person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Board of Directors on behalf of the Community Association to enter into common management, operational or other agreements

with trusts, condominiums, cooperatives or Districts and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority of all directors of the Community Association.

Section 22. Enforcement. The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote, if any, or to use the Common Area or Areas of Common Responsibility for violation of any duty imposed upon such Owner under the Declaration, the Articles of Incorporation, these Bylaws or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Community Association or the Board of Directors to limit ingress and egress to or from a Unit or to suspend an Owner's right to vote, if any, due to nonpayment of assessments. In the event that any occupant of a Unit violates the Declaration, Articles of Incorporation, Bylaws or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner of such Unit shall pay the fine upon notice from the Community Association. The failure of the Board of Directors to enforce any provision of the Declaration, Articles of Incorporation, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board of Directors or its delegate (or the Covenants Committee, if any) shall serve the alleged violator with written notice by mail, hand delivery or other delivery at the address of the alleged violator contained in the records of the Community Association, or if no address of the alleged violator is on record, then by posting written notice at the site of the alleged violation describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of Directors (or the Covenants Committee, if any) for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within the period of time provided in (iii) for requesting a hearing. If a timely challenge is not made, the sanction stated in the notice shall be imposed. The sanction may include, without limitation, sanctions that will automatically be imposed by the Community Association in the event the violation is not abated or recurs within a stated period from the alleged violation. Copies of notices and proof of notice shall be placed in a record book of the Community Association kept for this purpose. Proof of notice shall be deemed adequate if a copy of the notice, together with statement of the date and manner of delivery, is entered by the

officer, director or agent who delivered such notice, or if the alleged violator requests a hearing within the time period stated in the notice.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors (or the Covenants Committee, if any) may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within a period of time specified by the Board of Directors (or the Covenants Committee, if any). Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

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

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Community Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the Articles of Incorporation, these Bylaws, the Planning and Design Criteria, or the rules and regulations of the Community Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages, or to seek any other appropriate remedy, or any combination of the foregoing, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' and paralegals' fees incurred by the Community Association, whether suit be brought or not, and including those incurred on appeal, if any.

Article IV

Officers

Section 1. Officers. The officers of the Community Association shall be a President, Vice President, Secretary and Treasurer, which, except during the Class B Control Period,

shall be elected from among the members of the Board of Directors. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same, person, except the offices of President and Secretary.

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

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

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

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

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Community Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V

Committees

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

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board of Directors pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions the Board of Directors may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Community Association for violations of the Declaration and shall conduct all hearings held pursuant to Article III, Section 22 of these Bylaws.

Section 3. District Committees. In addition to any other committees appointed as provided above, there shall be a District Committee for each District which has no formal organizational structure or association (unless the entire District is owned by a single Owner). Each District Committee shall consist of three (3) members; provided, however, by vote of at least fifty-one (51%) percent of the Owners within the District this number may be increased to five (5) members.

The members of each District Committee shall be elected by the vote of Owners of Units within that District at an annual meeting of such Owners, at which the Owners of Units within that District holding at least one-third ($1/3$) of the total votes of Units in the District are represented, in person or by proxy. The Owners of Units within a District shall have the number of votes assigned to their Units in the Declaration. Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a District shall be an ex officio member of the District Committee.

In the conduct of its duties and responsibilities, each District Committee shall abide by the procedures and requirements

applicable to the Board of Directors set forth in Article III, Sections 8, 9, 10, 11, 12, 13, 14, 15, and 16 of these Bylaws; provided, however, the term "Voting Member" shall refer to the Owners of Units within the District. Each District Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors and shall be the Voting Member from that District.

Article VI

Indemnification

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

Article VII

Miscellaneous

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

Section 2. Parliamentary Rules. Except as may be modified by Board of Directors' resolution, Robert's Rules of Order (current edition) shall govern the conduct of Community

Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration or these Bylaws.

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

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Voting Members, the Board of Directors, and committees shall be made available for inspection and copying by any Mortgagee, Voting Member of the Community Association or by his or her duly appointed representative, at any reasonable time and for a purpose reasonably related to his or her interest as a Voting Member, at the office of the Community Association or at such other place within the Properties as the Board of Directors shall prescribe.

(b) Rules for Inspection. The Board of Directors shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director of the Board of Directors shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Community Association and the physical properties owned or controlled by the Community Association. The right of inspection by a director of the Board of Directors includes the right to make extracts and a copy of relevant documents at the expense of the Community Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

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


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

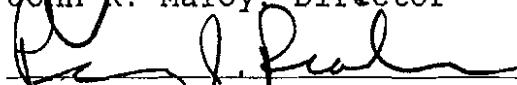
Section 6. Amendment. During the Class B Control Period, the Declarant may unilaterally amend these Bylaws. Thereafter the Declarant may unilaterally amend these Bylaws so long as it still owns any portion of the Properties or the proeprty which is subject to annexation under the provisions of the Declaration, and so long as the amendment does not materially adversely affect any material right of any member of the Community Association. After the Class B Control Period, these Bylaws may also be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing a majority of the total votes of the Community Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The amendment shall be effective upon adoption and a copy thereof shall be recorded in the public records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the Declarant may unilaterally amend these Bylaws at any time 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, and any other federal, state or local governmental entity or agency.

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

IN WITNESS WHEREOF, the members of the Board of Directors have adopted these Bylaws of Viera Southeast Community Association, Inc. effective as of the 4th day of October, 1989.


Joseph A. Duda, Director


John R. Maloy, Director


Perry J. Reader, Director

(R:071/116.DOC)

FIRST AMENDMENT TO BYLAWS

Pursuant to Article VII, Section 6, of the Bylaws of Viera Southeast Community Association, Inc. dated October 4, 1989 ("Bylaws"), the Declarant hereby amends the Bylaws as follows:

1. The name of the Community Association and all references thereto in the Bylaws are hereby amended to change the name of the Community Association to Viera East Community Association, Inc.

2. Any and all references in the Bylaws to "Unit(s)" are hereby amended to be "Unit(s) and Unplatted Parcel(s)" or "Unit(s) or Unplatted Parcel(s)" as the context may otherwise require.

3. Any and all references in the Bylaws to "Declaration" are hereby amended to mean the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera Southeast Community as amended and restated by First Amendment to and Restatement of Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community all recorded or to be recorded in the Public Records of Brevard County, Florida, as same may be amended from time to time. Capitalized terms in the Bylaws shall have the meaning set forth in the Declaration unless the context otherwise requires.

The terms of this First Amendment to Bylaws were adopted by the Declarant and a majority of the Board of Directors this 26th day of August, 1992.

DECLARANT

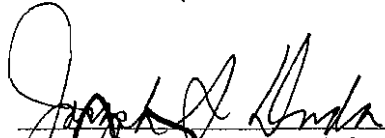
THE VIERA COMPANY


By: 

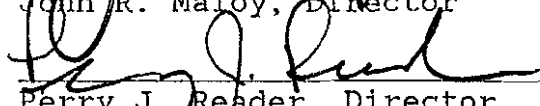
Print Name PERRY J. READER

Its: VICE PRESIDENT

(CORPORATE SEAL)


Joseph A. Duda, Director


John R. Maloy, Director


Perry J. Reader, Director



CFN:2002269260 10-23-2002 03:24 pm

OR Book/Page: 4718 / 1919

Prepared By and Return To:
R. Mason Blake, Esquire
DEAN, MEAD, et al.
8240 Devereux Drive, Suite 100
Viera, FL 32940
(321) 259-8900

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 7	#Names: 2	
Trust: 4.00	Rec: 29.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
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**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR VIERA EAST COMMUNITY
(FORMERLY REFERRED TO AS VIERA SOUTHEAST COMMUNITY)**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA EAST
COMMUNITY is made this 20TH day of September, 2002 by THE VIERA COMPANY, a
Florida corporation (f/k/a Duda Lands, Inc.) (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Covenants,
Conditions, Easements, Reservations and Restrictions for Viera Southeast Community recorded
in Official Records Book 3022, pages 1576 through 1611, Public Records of Brevard County,
Florida (hereinafter referred to as the "Original Declaration"), under the terms of which Declarant,
joined by A. Duda & Sons, Inc., Jean Yves Clerc, as Trustee, and Rostan, Inc., an Ohio
corporation, subjected that certain real property more particularly described therein to the
covenants, conditions, easements, reservations and restrictions set forth therein; and

WHEREAS, pursuant to Article XI of the Original Declaration, Declarant
amended and restated the Original Declaration in its entirety by executing and recording that
certain First Amendment to and Restatement of Declaration of Covenants, Conditions,

Easements, Reservations and Restrictions for Viera East Community (hereinafter referred to as the "First Amendment to and Restatement of Declaration") recorded in Official Record Book 3225, pages 4071 through 4150, Public Records of Brevard County, Florida (the Original Declaration as amended and restated from time to time is hereinafter referred to as the "Declaration").

WHEREAS, pursuant to Article XI of the Declaration, Declarant amended the Declaration by executing and recording that certain Second Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (hereinafter referred to as the "Second Amendment to Declaration") recorded in Official Records Book 3813, pages 3874 through 3881, Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article XI of the Declaration, Declarant amended the Declaration by executing and recording that certain Third Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (hereinafter referred to as the "Third Amendment to Declaration") recorded in Official Records Book 3882, pages 2355 through 2361, Public Records of Brevard County, Florida.

WHEREAS, pursuant to Article XI of the Declaration, Declarant amended the Declaration by executing and recording that certain Fourth Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (hereinafter referred to as the "Fourth Amendment to Declaration") recorded in Official Records Book 4065, pages 2860 through 2865, Public Records of Brevard County, Florida;



WHEREAS, as contemplated by the Fourth Amendment to Declaration, Declarant has formed a transportation management association in accordance with the requirements of the Development Order (as that term is defined in the Declaration) and desires to add a new Article XII to the Declaration in connection therewith;

WHEREAS, under Article XI of the Declaration, Declarant reserved the right to amend the Declaration unilaterally at any time without prior notice and without the consent of any person for any purpose; and

WHEREAS, Declarant desires to amend the Declaration as provided herein in this Fifth Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions (hereinafter referred to as the "Fifth Amendment to Declaration"), which amendment is consistent with the general plan for the Properties set forth in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth hereinbelow pursuant to the right reserved to Declarant under Article XI 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. Article XII. The following new Article XII is hereby added to the Declaration:

ARTICLE XII

VIERA TRANSPORTATION MANAGEMENT ASSOCIATION, INC.



Section 1. Formation. In accordance with the requirements of the Development Order, Declarant has formed Viera Transportation Management Association, Inc., a Florida corporation not for profit (hereinafter referred to as "VTMA").

Section 2. Purposes. The purpose of VTMA is to actively work with public agencies to provide mass transit facilities, van pools, park and ride, variable work hours, flex time, telecommuting or other programs to reduce automobile usage. VTMA also has such other purposes as are provided for in its articles of incorporation and bylaws.

Section 3. Membership. VTMA has three (3) classes of members, "Community Association Members", "Community Declarant Members" and "Non-Residential Entity Members".

(a) The Community Association Members are the Community Association (i.e. Viera East Community Association, Inc.), Central Viera Community Association, Inc. and any and all additional master community associations formed in the future governing portions of the Viera Development of Regional Impact (hereinafter referred to as the "Viera DRI"). For purposes of this Declaration, the Community Association shall be deemed to be a Community Association Member of the VTMA, and such membership may not be refused, waived or surrendered.

(b) The Community Declarant Members are the Declarant under the Viera East Community Declaration, the Declarant under the Central Viera Community Declaration and the Declarant under all master community declarations formed in the future governing portions of the Viera Development of Regional Impact. This class of members shall cease at the time the Development Order is no longer in effect.

(c) Non-Residential Entity Members are all persons and entities owning non-residential property within the Viera DRI. For purposes of this Declaration and as provided in section 16 of Article IX hereinabove, every Owner of a Nonresidential Unit shall be deemed to be a Non-Residential Entity Member of the VTMA. The membership shall and may not be refused, waived or surrendered. Such membership in VTMA shall be appurtenant to and may not be separated from the ownership interest of an Owner in a Nonresidential Unit. Such membership of an Owner of a Nonresidential Unit shall not be transferred, pledged or alienated in any way, except that such memberships shall automatically be transferred and assigned upon the transfer of the ownership interest required for membership in VTMA. Each Owner of a Nonresidential Unit shall notify VTMA upon any such transfer and deliver to VTMA the name and address of the new Owner and a copy of the deed conveying the Nonresidential Unit.

Section 4. Management, Meetings, and Voting Rights. All corporate powers of VTMA shall be exercised by or under the authority of, and the affairs of VTMA shall be managed under the direction of, the board of directors of VTMA. The board of directors of VTMA shall meet as provided in the bylaws of VTMA. Annual meetings of the members are



provided for under the bylaws of VTMA. Members of VTMA shall have such voting rights as are provided for under the bylaws of VTMA.

Section 5. Duties of Community Association Members. The duties of the Community Association Members shall be to fund the operation of the VTMA. The board of directors of VTMA will adopt a budget for each calendar year at its annual meeting pursuant to its bylaws. The Community Association, as a Community Association Member of VTMA, shall pay its share of the annual budget in equal quarterly installments to VTMA commencing in January of each calendar year. The percentage share of each Community Association Member of the annual budget of VTMA shall be calculated by dividing (a) the total number of acres within the community governed by the applicable Community Association Member that have been developed for non-residential purposes by (b) the total number of acres within the Viera DRI that have been developed for non-residential purposes (excluding the sites for the buildings located in the Brevard County Government Center, the Harry T. and Harriet V. Moore Justice Center, Space Coast Stadium and the adjacent minor league training site, the Veteran's Administration outpatient clinic and any other governmental buildings which are constructed in the Viera DRI but are not included within the boundaries of a community association). For purposes of the preceding sentence, parks, public recreational facilities, roadways and related facilities, and similar public infrastructure shall not be considered as having been developed for non-residential purposes; instead, the term non-residential purposes is intended to refer to commercial, industrial, office, institutional and similar uses. Such calculation shall be made as of January 1 of each calendar year. VTMA's budget shall be subject to adjustment during the calendar year by the board of directors of VTMA. Increases in the budget shall be paid by the Community Association Members, in their respective shares, as determined by the board of directors of VTMA. Excess funds resulting from decreases in the budget shall be used to reduce future amounts due from Community Association Members. This Declaration shall obligate the Community Association to comply with such determinations of the board of directors of VTMA. Provided, however, that all funds paid by the Community Association to VTMA pursuant to this Article XII shall be paid from regular assessments upon Nonresidential Units and not from assessments on Residential Units.

Section 6. Duties of Non-Residential Entity Members. Owners who are Non-Residential Entity Members of VTMA shall not be obligated to fund the operation thereof, although they do so indirectly through the payments made by them on their Nonresidential Units. Owners who are Non-Residential Entity Members of VTMA shall cooperate with the board of directors of VTMA in the performance of its duties, such as furnishing reasonable non-monetary requests of VTMA in support thereof. Owners who are Non-Residential Entity Members of VTMA shall cooperate with the board of directors of VTMA in the performance of its duties, such as furnishing reasonable non-monetary requests of VTMA in support thereof. Owners who are Non-Residential Entity Members of VTMA shall cooperate with the board of directors of VTMA in the performance of its duties, such as furnishing reasonable non-monetary requests of VTMA in support thereof.

Section 7. Duties of Community Declarant Members. Community Declarant Members of VTMA shall not be obligated to fund the operation thereof, although they may (but shall not be obligated to) furnish in kind goods and services to VTMA in support thereof. Community Declarant Members of VTMA shall cooperate with reasonable non-monetary requests of VTMA in the performance of its duties.

Section 8. Third Party Beneficiary. VTMA is a third party beneficiary of this Article XII and shall be entitled to file to suit to enforce the obligation of the Community



Association to fund, in part, the operations of VTMA as provided herein. The prevailing party in any such litigation shall be entitled to recover reasonable attorneys' fees and costs.

Section 9. Amendment. Notwithstanding anything in this Declaration to the contrary, neither this Article XII nor any portion thereof may be amended without the prior written consent of Declarant, which consent may be withheld in the sole and complete discretion of Declarant.

3. Full Force and Effect. Except as expressly amended by the First Amendment to and Restatement of Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration and this Fifth Amendment to Declaration, the Declaration shall be and remain unchanged and in full force and effect.

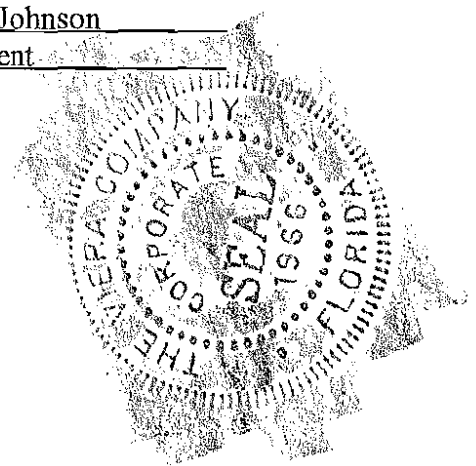
IN WITNESS WHEREOF, Declarant has caused this Fifth Amendment to Declaration to be duly executed in its name this 20TH day of September, 2002.

WITNESSES:

Susan T. Bowers
Print Name: Susan T. Bowers
Nandra Ramnarine
Print Name: NANDRA RAMNARINE

THE VIERA COMPANY

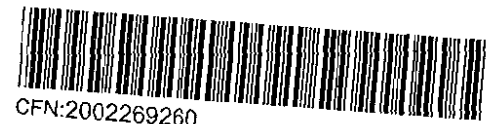
By: [Signature]
Name: Stephen L. Johnson
Title: Vice President



CFN:2002269260

OR Book/Page: 4718 / 1924

STATE OF FLORIDA
COUNTY OF BREVARD



CFN:2002269260

OR Book/Page: 4718 / 1925

The foregoing instrument was acknowledged before me this 20TH day of
September, 2002 by Stephen L. Johnson, Vice President of THE VIERA COMPANY, a Florida
corporation, on behalf of the corporation. He/she is [X] personally known to me, or [] has
produced _____ as identification.



Nandra R Ramnarine
My Commission DD063075
Expires January 10, 2006

Nandra R. Ramnarine
(Signature of person taking acknowledgment)

NANDRA R. RAMNARINE
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

16966.V0005800.WPD

Prepared By and Return To:
R. Mason Blake, Esquire
DEAN, MEAD, SPIELVOGEL,
GOLDMAN & BOYD
7380 Murrell Road, #100
Melbourne, FL 32940
(407) 259-8900

dc



CFN:99181986

09-13-99 11:49 am

OR Book/Page: 4065 / 2860

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 6

#Names: 3

Trust: 3.50

Rec: 25.00

Serv: 0.00

Deed: 0.00

Excise: 0.00

Mtg: 0.00

Int Tax: 0.00

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR VIERA EAST COMMUNITY
(FORMERLY REFERRED TO AS VIERA SOUTHEAST COMMUNITY)**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA
EAST COMMUNITY is made this 13th day of September, 1999 by THE
VIERA COMPANY, a Florida corporation (f/k/a Duda Lands, Inc.)
(hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of
Covenants, Conditions, Easements, Reservations and Restrictions
for Viera Southeast Community recorded in Official Records Book
3022, pages 1576 through 1611, Public Records of Brevard County,
Florida (hereinafter referred to as the "Original Declaration"),
under the terms of which Declarant, joined by A. Duda & Sons,
Inc., Jean Yves Clerc, as Trustee, and Rostan, Inc., an Ohio
corporation, subjected that certain real property more

particularly described therein to the covenants, conditions, easements, reservations and restrictions set forth therein; and

WHEREAS, pursuant to Article XI of the Original Declaration, Declarant amended and restated the Original Declaration in its entirety by executing and recording that certain First Amendment to and Restatement of Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (hereinafter referred to as the "First Amendment to and Restatement of Declaration"), recorded in Official Record Book 3225, pages 4071 through 4150, Public Records of Brevard County, Florida.

WHEREAS, pursuant to Article XI of the First Amendment to and Restatement of Declaration, Declarant amended the First Amendment to and Restatement of Declaration by executing and recording that certain Second Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (hereinafter referred to as the "Second Amendment to Declaration"), recorded in Official Records Book 3813, pages 3874 through 3881, Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article XI of the Declaration, Declarant amended the Declaration by executing and

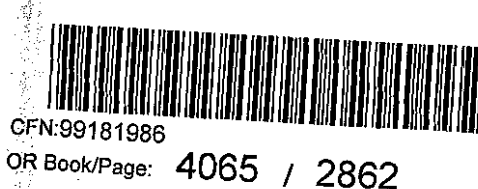


recording that certain Second Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions (hereinafter referred to as the "Third Amendment to Declaration"), recorded in Official Records Book 3882, pages 2355 through 2361, Public Records of Brevard County, Florida (the Original Declaration, as amended and restated in its entirety by the First Amendment to and Restatement of Declaration, and as amended by the Second Amendment to Declaration and the Third Amendment to Declaration, is hereinafter referred to as the "Declaration");

WHEREAS, condition 52 of the Development Order of the Viera Development of Regional Impact (hereinafter referred to as the "Development Order"), requires Declarant, as the "Developer" under the Development Order, to establish enforceable covenants or similar mechanisms requiring all non-residential entities within Viera to become members of a Transportation Management Association (hereinafter referred to as the "TMA"), when such TMA is created pursuant to condition 52 of the Development Order;

WHEREAS, Declarant desires to comply with condition 52 of the Development Order;

WHEREAS, under Article XI of the Declaration, Declarant reserved the right to amend the Declaration unilaterally at any



time without prior notice and without the consent of any person for any purpose; and

WHEREAS, Declarant desires to amend the Declaration as provided herein in this Fourth Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions (hereinafter referred to as the "Fourth Amendment to Declaration"), which amendment is consistent with the general plan for the Properties set forth in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth hereinbelow pursuant to the right reserved to Declarant under Article XI 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. Article IX, Section 16. The following new section 16 of Article IX is hereby added to the Declaration:

Section 16. Mandatory Membership by Non-Residential Entities in Transportation Management Authority. All non-residential entities within the Properties must join the Transportation Management Association ((hereinafter referred to as the "TMA")), to be established by Declarant pursuant to



condition 52 of the Development Order. Such obligation to be a member of the TMA is mandatory. Declarant may enforce such mandatory membership as a requirement of this Declaration.

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

IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to Declaration to be duly executed in its name this 13th day of September, 1999.

WITNESSES:

[Signature]
Print Name: JAY A. DEANER III
[Signature]
Print Name: NANCY F. DEANER

THE VIERA COMPANY

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

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 13th day of September, 1999 by STEPHEN L. JOHNSON, VICE PRESIDENT of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. (He) she is [x] personally known to me, or [] has produced _____ as identification.

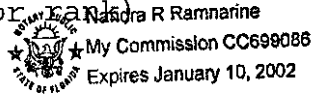
Nandora Ramnarine

(Signature of person taking
acknowledgment)

NANDORA RAMNARINE

(Name typed, printed or stamped)

(Title or rank)



(Serial number, if any)

F:\RMB\TVC\VIE-East\4thAmend.wpd
9/10/99



CFN:99181986

OR Book/Page: 4065 / 2865



CFN 98155576

08-13-98 08:28 am

OR Book/Page: 3882 / 2355

Prepared By and Return To:
R. Mason Blake, Esquire
DEAN, MEAD, SPIELVOGEL,
GOLDMAN & BOYD
7380 Murrell Road, #100
Melbourne, FL 32940
(407) 259-8900

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 7

#Names: 3

Trust: 4.00

Rec: 29.00

Serv 0.00

Deed: 0.00

Excise: 0.00

Mtg: 0.00

nt Tax: 0.00

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR VIERA EAST COMMUNITY
(FORMERLY REFERRED TO AS VIERA SOUTHEAST COMMUNITY)**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA
EAST COMMUNITY is made this 10th day of August, 1998 by THE
VIERA COMPANY, a Florida corporation (f/k/a Duda Lands, Inc.)
(hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of
Covenants, Conditions, Easements, Reservations and Restrictions
for Viera Southeast Community recorded in Official Records Book
3022, pages 1576 through 1611, Public Records of Brevard County,
Florida (hereinafter referred to as the "Original Declaration"),
under the terms of which Declarant, joined by A. Duda & Sons,
Inc., Jean Yves Clerc, as Trustee, and Rostan, Inc., an Ohio
corporation, subjected that certain real property more

particularly described therein to the covenants, conditions, easements, reservations and restrictions set forth therein; and

WHEREAS, pursuant to Article XI of the Original Declaration, Declarant amended and restated the Original Declaration in its entirety by executing and recording that certain First Amendment to and Restatement of Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (hereinafter referred to as the "First Amendment to and Restatement of Declaration"), recorded in Official Record Book 3225, pages 4071 through 4150, Public Records of Brevard County, Florida.

WHEREAS, pursuant to Article XI of the First Amendment to and Restatement of Declaration, Declarant amended the First Amendment to and Restatement of Declaration by executing and recording that certain Second Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (hereinafter referred to as the "Second Amendment to Declaration"), recorded in Official Records Book 3813, pages 3874 through 3881, Public Records of Brevard County, Florida (the Original Declaration, as amended and restated in its entirety by the First Amendment to and Restatement of



Declaration, and as amended by the Second Amendment to Declaration, is hereinafter referred to as the "Declaration");

WHEREAS, Article V of the Declaration provides for a system of architectural review of all construction and improvements on the Properties or any portion thereof, which includes both new construction and improvements and the modification, addition or alternation of existing structures and improvements;

WHEREAS, the nature of the construction of new buildings and improvements, as opposed to alterations and additions to existing buildings and improvements, within the Properties is such that different considerations may apply in the review thereof;

WHEREAS, Declarant has, simultaneously herewith, instituted a program whereby it will conduct its own review and approval process for new construction within the Properties;

WHEREAS, the nature of alterations of and additions to commercial, institutional and industrial buildings and improvements, as opposed to alterations of and additions to residential buildings and improvements, within the Properties is such that different considerations may apply in the review thereof;



WHEREAS, Declarant has, simultaneously herewith, instituted a program whereby it will conduct its own review and approval process for alterations of and additions to commercial, institutional and industrial buildings and improvements;

WHEREAS, Declarant desires to avoid the imposition of duplicative review processes;

WHEREAS, under Article XI of the Declaration, Declarant reserved the right to amend the Declaration unilaterally at any time without prior notice and without the consent of any person for any purpose; and

WHEREAS, Declarant desires to amend the Declaration as provided herein in this Third Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions (hereinafter referred to as the "Third Amendment to Declaration"), which amendment is consistent with the general plan for the Properties set forth in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth hereinbelow pursuant to the right reserved to Declarant under Article XI 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. Article V, Section 16. The following new section 16 of Article V is hereby added to the Declaration:

Section 16. Alternative Approval by Declarant of Initial Construction. Notwithstanding anything in this Article V or elsewhere in the Declaration to the contrary, the initial construction of buildings and related improvements within the Properties shall not be subject to review and approval by the ARC or otherwise fall under the jurisdiction of this Article V if, and only if, such initial construction of buildings and related improvements is approved by Declarant in its own name and right pursuant to deed restrictions or other similar requirements imposed by Declarant. Accordingly, it is contemplated that Declarant will impose such restrictions and that such restrictions will be applicable until the completion of construction and a certificate of occupancy is issued. Except as provided in Section 17 immediately hereinbelow, upon the completion of the initial construction of a building and related improvements, the ARC shall have exclusive jurisdiction over any and all modifications, additions or alternations thereto as provided in Section 5 of this Article V hereinabove.

3. Article V, Section 17. The following new section 17 of Article V is hereby added to the Declaration:

Section 17. Notwithstanding anything in this Article V or elsewhere in this Declaration to the contrary, modifications of and additions to commercial, institutional and industrial buildings and improvements within the Properties shall not be subject to review and approval by the ARC or otherwise fall under the jurisdiction of this Article V if, and only if, such modifications of and additions to commercial, institutional and industrial buildings and improvements are approved by Declarant in its own name and right pursuant to deed restrictions or other similar requirements imposed by Declarant.



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

IN WITNESS WHEREOF, Declarant has caused this Third Amendment to Declaration to be duly executed in its name this 10th day of August, 1998.

WITNESSES:

THE VIERA COMPANY

Linda D Smith

Print Name: Linda D. Smith

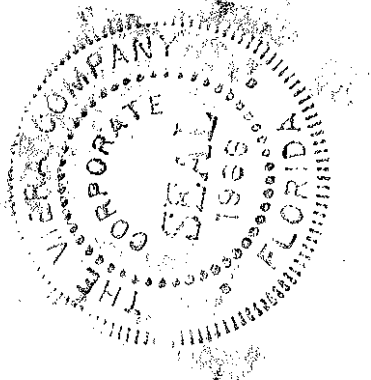
Jay A Decator, III

Print Name: JAY A. DECATOR, III

By: Stephen L Johnson

Name: Stephen L Johnson

Title: Vice President



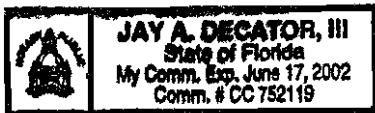
STATE OF FLORIDA


COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 10th day of August, 1998 by STEPHEN L. JOHNSON, VICE PRESIDENT of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. He/she is [☒] personally known to



me, or [] has produced _____ as
identification.





(Signature of person taking
acknowledgment)

JAY A. DECATOR, III

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

F:\RMB\TVC\VIE-East\3rdamend.wpd
7/16/98



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Record & Return To:
R. Mason Blake, Esq.
Dean, Mead, Spielvogel, Goldman & Boyd
7380 Murrell Road, Ste 100
Melbourne, Fl 32940

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR VIERA EAST COMMUNITY
(FORMERLY REFERRED TO AS VIERA SOUTHEAST COMMUNITY)**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VIERA
EAST COMMUNITY is made this 17th day of March, 1998 by THE VIERA
COMPANY, a Florida corporation (f/k/a Duda Lands, Inc.)
(hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of
Covenants, Conditions, Easements, Reservations and Restrictions
for Viera Southeast Community recorded in Official Records Book
3022, pages 1576 through 1611, Public Records of Brevard County,
Florida (hereinafter referred to as the "Original Declaration"),
under the terms of which Declarant, joined by A. Duda & Sons,
Inc., Jean Yves Clerc, as Trustee, and Rostan, Inc., an Ohio
corporation, subjected that certain real property more
particularly described therein to the covenants, conditions,
easements, reservations and restrictions set forth therein; and

WHEREAS, pursuant to Article XI of the Original Declaration,
Declarant amended and restated the Original Declaration in its
entirety by executing and recording that certain First Amendment

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 8 #Names: 2
Trust: 4.50 Rec: 33.00 Serv 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00



CFN 98049186 03-18-98 09:00 am
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to and Restatement of Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community (hereinafter referred to as the "First Amendment to and Restatement of Declaration"), recorded in Official Record Book 3225, pages 4071 through 4150, Public Records of Brevard County, Florida (the Original Declaration as amended and restated in its entirety by the First Amendment to and Restatement of Declaration is hereinafter referred to as the "Declaration").

WHEREAS, under Article XI of the Declaration, Declarant reserved the right to amend the Declaration unilaterally at any time without prior notice and without the consent of any person for any purpose; and

WHEREAS, Declarant desires to amend the Declaration as provided herein in this Second Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions (hereinafter referred to as the "Second Amendment to Declaration"), which amendment is consistent with the general plan for the Properties set forth in the Declaration.

NOW THEREFORE, Declarant hereby amends the Declaration as set forth hereinbelow pursuant to the right reserved to Declarant under Article XI 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. Article I, Section 34 through 42. Sections 34 through 41 of Article I are revised to read in their entirety, and a new Section 42 of Article I is hereby added, as follows:

Section 34. "Religious Nonresidential Unit" shall mean and refer to a Nonresidential Unit developed, used and occupied (or intended for development, use and occupancy) as a church, synagogue, mosque or other house of worship for the purpose of conducting religious services and related religious activities in connection with the practice of a bonafide religion, as determined in the sole and absolute discretion of Declarant during the Class "B" Control Period and the reasonable discretion of the Board of Directors subsequent to the expiration of the Class "B" Control Period.

Section 35. "Residential District" shall mean and refer to a District comprised of Residential Units or Residential Unplatted Parcels.

Section 36. "Residential Unit" shall mean and refer to a portion of the Properties, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and



single-family detached houses on separately platted lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in any Supplemental Declaration or Annexation Agreement covering all or a part of the Properties. The term shall include all portions of the property owned, including any structure thereon. Apartment complexes, adult congregate living facilities and similar rental residential facilities shall not be considered Residential Units.

Section 37. "Residential Unplatted Parcel" shall mean and refer to an Unplatted Parcel upon which existing Development Approvals would allow Residential Units.

Section 38. "Special Assessments" shall mean and refer to assessments levied in accordance with Section 3 of Article VIII of this Declaration.

Section 39. "Supplemental Declaration" shall mean and refer to an amendment or supplement to this Declaration which imposes expressly or by reference, additional restrictions and obligations on the land described therein.

Section 40. "Unit" shall be an inclusive term referring to both Nonresidential Units and Residential Units.

Section 41. "Unplatted Parcel" shall mean a portion of the Properties 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 42. "Voting Member" shall mean and refer to the representative (or such representative's alternate if he or she is unable to attend a meeting of the



Community Association) selected by each District Association and District Committee to be responsible for casting all votes of the membership of the Community Association attributable to Units or Unplatted Parcels in such District for all matters requiring the vote of membership of the Community Association, unless otherwise expressly specified in this Declaration or the Bylaws. The Voting Member from each District shall be the senior elected officer (for example, the District Committee chairman or the District Association president) from that District or such other representative as is elected or appointed pursuant to the bylaws of that applicable District Association or governing documents of such District Committee (except that in the event a District is owned by a single Person and no District Committee or District Association has been formed, the Voting Member shall be the Owner of such District or such Owner's designated representative). The alternate Voting Member from each District shall be the next most senior elected officer or such other representative as is elected or appointed pursuant to the bylaws of such District Association or governing documents of such District Committee. Notwithstanding the foregoing, during the Class B Control Period, the Declarant's vote as a Class "B" member shall be exercised by a Voting Member or Voting Members appointed by Declarant, and such Voting Member(s) appointed by Declarant shall cast the Class "B" member's votes as directed by Declarant shall not be a representative of a specific District, and Declarant shall be entitled to appoint such Voting Member(s) during the Class B Control Period to vote the Class "B" member's votes, even if all Districts in the Properties are otherwise represented by Voting Members pursuant to the provisions of this Declaration. The number of Voting Members appointed by Declarant during the Class B Control Period to vote the Class "B" member's votes shall be in the sole discretion of Declarant.



3. Article III, Section 5. Clause (ii) of subsection

(a) of section 5 of Article III is hereby revised to read in its entirety as follows:

(ii) Nonresidential Units and Nonresidential Unplatted Parcels. One (1) vote per acre or portion thereof shall be allocated to a Nonresidential Unplatted Parcel. Except as otherwise provided hereinbelow for Religious Nonresidential Units, for those portions of a Nonresidential District which are subject to a recorded plat for Units, are submitted to condominium or cooperative ownership, or are otherwise designated by Declarant as a Nonresidential Unit, each Nonresidential Unit shall be allocated ten (10) votes per acre or portion thereof. Conveyance of a portion of a Nonresidential District by Declarant for development, use or occupancy as a Nonresidential Unit shall constitute the designation by Declarant that such portion of a Nonresidential District is a Nonresidential Unit. Religious Nonresidential Units shall be allocated two and sixty-two hundredths (2.62) votes per acre or portion thereof.

4. Article VIII, Section 1. Clause (ii) of subsection

(a) of section 1 of Article VIII is revised to read in its entirety as follows:

(ii) Nonresidential Units and Nonresidential Unplatted Parcels. One (1) point per acre shall be assigned to a Nonresidential Unplatted Parcel. Except as otherwise provided hereinbelow for Religious Nonresidential Units, for those portions of a Nonresidential District which are subject to a recorded plat for Units, are submitted to condominium or cooperative ownership, or are otherwise designated by Declarant as a Nonresidential Unit, each Nonresidential Unit shall be assigned ten (10) points per acre or portion thereof. Conveyance of a portion of a Nonresidential District by Declarant for development, use or occupancy as a



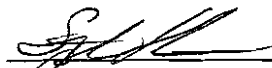
Nonresidential Unit shall constitute the designation by Declarant that such portion of a Nonresidential District is a Nonresidential Unit. Religious Nonresidential Units shall be assigned two and sixty-two hundredths (2.62) points per acre or portion thereof.

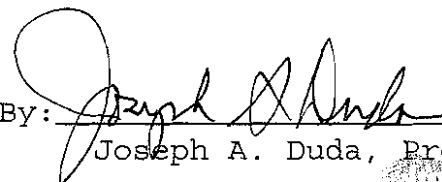
5. Full Force and Effect. Except as expressly amended by this Second Amendment to Declaration, the Declaration shall be and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to Declaration to be duly executed in its name this 17th day of March, 1998.

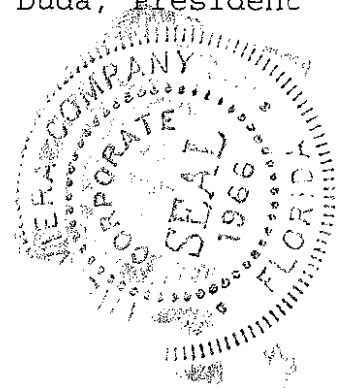
WITNESSES:

THE VIERA COMPANY


Print Name: Stephen Skarow

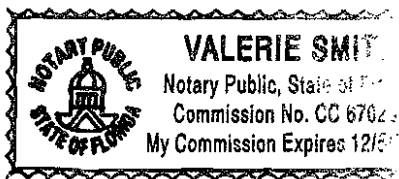
By: 
Joseph A. Duda, President


Print Name: VALERIE SMITH

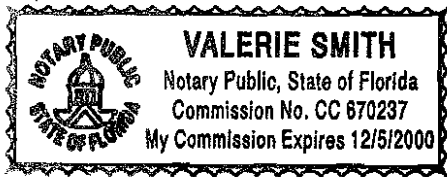


STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me
this 17th day of March, 1998 by JOSEPH A. DUDA, President of THE
VIERA COMPANY, a Florida corporation, on behalf of the
corporation. (He/she is [☒] personally known to me, or [] has
produced _____ as identification.



Valerie Smith
(Signature of person taking
acknowledgment)



(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

