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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR STONE RIDGE TOWNHOMES RESIDENTIAL DISTRICT

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR STONE RIDGE TOWNHOMES RESIDENTIAL DISTRICT

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR STONE RIDGE TOWNHOMES RESIDENTIAL DISTRICT (hereinafter referred to as this "District Declaration") is made this ____ day of _____, 2005 by THE VIERA COMPANY, a Florida corporation (hereinafter referred to as "District Declarant").

WITNESSETH:

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

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

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

WHEREAS, District Declarant desires to designate the District Property as a separately denominated residential District subject to the Community Declaration as provided therein;

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

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

NOW, THEREFORE, District Declarant hereby declares that the above recitals are true and correct, and that the District Property, and any additional property as is hereinafter subjected to this District Declaration in accordance with its terms, shall be held, sold and conveyed subject to the following covenants, conditions, easements, reservations and restrictions, which are for the purpose of protecting the value and desirability of, and which shall

run with, the real property subjected to this District Declaration and which shall be binding on all parties having any right, title or interest in the real property subjected to this District Declaration or any part thereof, their heirs, successors, successors in title and assigns. Notwithstanding anything in the preceding sentence to the contrary, no lands or any interest in lands dedicated to public use by plat, deed, easement or other legally recognized transfer and accepted by any governmental authority, shall be subject to this District Declaration.

ARTICLE I Definitions

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

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

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

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

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

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

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

- (a) three (3) months after ninety percent (90%) of the Units in all phases of the community that will ultimately be governed by the District Association have been conveyed to Owners other than the District Declarant;
- (b) December 31, 2015; or
- (c) when, in its discretion, the District Declarant so determines.

Section 8. "Common Area" shall mean and refer to all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, if any, which the District Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners. The District Association may or may not own any Common Area in fee simple; provided however, before the U.S. Department of Housing and Urban Development insures the first mortgage on a Unit in the District Property, District Declarant (or Community Declarant) shall convey the Common Area, if any, to the District Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by District Declarant (or Community Declarant), and from all other encumbrances then of record, but subject however to all other matters of record, including without limitation easements, the District Declaration, the Community Declaration, and ad valorem real property taxes for the year of conveyance. The Common Area shall not be mortgaged or conveyed (except to the District Association) without the consent of at least two-thirds of the Owners, excluding the District Declarant. The District Association shall accept title to any real estate or personal property, or any interest therein, offered to the District Association by District Declarant or Community Declarant. If ingress or egress to any Unit is through the Common Area, any conveyance or encumbrance of such Common Area shall be subject to the Unit Owner's easement for ingress and egress.

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

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

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

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

Section 13. “Community Declaration” shall mean and refer to that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 624, Public Records of Brevard County, Florida, as supplemented, restated and amended from time to time.

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

Section 15. “Development Order” shall mean and refer to that certain Amended and Restated Development Order approved by that certain Resolution 04-200 adopted by the Board of County Commissioners of Brevard County, Florida pertaining to the District Property and other property as set forth therein, as same may be amended from time to time.

Section 16. “District” shall mean and refer to the Stone Ridge Townhomes Residential District which comprises a portion of Parcel 4 of Viera in the records of the Community Declarant, which shall include the District Property. District Declarant and Community Declarant pursuant to the terms of this District Declaration and the Community Declaration have the right as provided herein and therein, but not the obligation, to add additional property to the District, which may include, without limitation, the property described generally in Article VI, Section 1 of this District Declaration.

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

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

Section 19. “District Declaration” shall mean and refer to this Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Stone Ridge Townhomes Residential District, as supplemented and amended from time to time.

Section 20. “District Drainage System” shall mean and refer to all land, easements, structures and other facilities and appurtenances which together comprise the stormwater management and drainage system of the District Property (or portions thereof) as more particularly identified and described in Section 7 of Article IV of this District Declaration.

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

Section 22. “Master Drainage System” shall mean and refer to all land, easements, structures and other facilities and appurtenances which together comprise the master surface water management and drainage system of the property (or portions hereof) governed by the Community Association and adjacent property as reflected by plans now or hereinafter on file with and approved by Brevard County and the St. Johns River Water Management District. That portion of the Master Drainage System within the District Property, if any, is identified and described in Section 7 of Article IV of this District Declaration.

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

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

Section 25. “Owner” shall mean and refer to one (1) or more Persons who hold the record title to any Unit or Unplatted Parcel which is part of the District Property, including any builder or building contractor, and the District Declarant, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit or Unplatted Parcel is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be deemed the Owner.

Section 26. “Person” shall mean and refer to a natural person, a corporation, a partnership, an estate, a trust, a trustee or other legal entity.

Section 27. “Plat” shall mean and refer to the plat of any portion of the District Property.

Section 28. “Regular Assessment” shall mean and refer to the Assessments levied against all Units and Unplatted Parcels in the District Property to fund Common Expenses in accordance with Section 1 of Article VII of this District Declaration.

Section 29. “Special Assessment” shall mean and refer to Assessments levied in accordance with Section 3 of Article VII of this District Declaration.

Section 30. “Supplemental Declaration” shall mean and refer to an amendment or supplement to this District Declaration which imposes expressly or by reference, additional restrictions and obligations on the land described therein.

Section 31. “Unit” shall mean and refer to a Lot shown on the Plat, and any structure thereon, intended for development, use and occupancy as an attached or detached residence for a single family. Areas on the Plat designated as Tracts shall not constitute Units. The District Declarant may in its sole discretion amend this District Declaration for the purpose of more specifically designating Units in the District without the necessity of joinder of any other Person to said amendment.

Section 32. “Unplatted Parcel” shall mean a portion of the District Property which is not platted or submitted to condominium or cooperative ownership, but is 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 33. "Voting Member" shall mean and refer to the representative (or such representative's alternate if he or she is unable to attend a meeting of the Community Association) selected by the District Association to be responsible for casting all votes of the membership of the Community Association attributable to Units or Unplatted Parcels in the District for all matters requiring the vote of membership of the Community Association, unless otherwise expressly specified in the Community Declaration or bylaws of the Community Association. The Voting Member of the District shall be the president of the District Association, unless a majority of the Board of Directors shall determine to appoint another representative as the Voting Member for the District. The alternate Voting Member shall be the vice president of the District Association, unless a majority of the Board of Directors shall determine to appoint another representative as the alternate Voting Member for the District.

Section 34. Defined Terms in Community Declaration. Capitalized terms not otherwise defined in the District Declaration, but defined in the Community Declaration, shall have the meaning set forth in the Community Declaration unless the context shall otherwise require.

ARTICLE II Property Rights

Section 1. Rights of Owners. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area for the purpose for which it is intended, subject to this District Declaration as it may be amended from time to time, any easements reserved therein or granted by District Declarant or Community Declarant, any terms and conditions of the Community Declaration as it may be amended from time to time, and to any restrictions or limitations contained in any plat and in any deed conveying such property to the District Association or subjecting such property as Common Area to the District Declaration. Such non-exclusive right or easement is subject to (i) the right of the District Association to limit the number of guests of Owners or Owners who may use the Common Area from time to time; (ii) the right of the District Association to promulgate, establish and enforce reasonable rules and regulations pertaining to the use of the Common Area; and (iii) the right of the District Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Area. Any Owner may delegate his right of enjoyment in and to the Common Area to the members of his family, his tenants, guests or invitees, as applicable, subject to reasonable regulation by the Board of Directors of the District Association and in accordance with procedures it may adopt. An Owner of a Unit who leases his Unit shall not be deemed to have delegated such rights to the Unit's lessee, except to the extent provided in the lease. No Owner may exempt himself from personal liability for or exempt his Unit or Unplatted Parcel from any Assessments duly levied by the District Association, or release the Unit or Unplatted Parcel owned by the Owner from liens, charges, encumbrances and other provisions of this District Declaration or the rules and regulations of the District Association by (a) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Area; or (b) the abandonment of his Unit or Unplatted Parcel.

Section 2. Leasing. An Owner shall be allowed to lease his Unit or Unplatted Parcel, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the District Declaration, Bylaws, Articles of Incorporation, Community Declaration, bylaws and articles of incorporation of the Community Association, and provided further that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the District Association or the Community Association. No lease of a Unit or Unplatted Parcel shall be for a term of less than one (1) year, and any such lease shall be in writing and shall be enforceable by the District Association and the Community Association, whether or not so stated in its terms. During the term of any lease, Owner shall not be relieved of any obligations under the terms of the District Declaration and Community Declaration, and Owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the District Declaration, Community Declaration, any rules and regulations thereunder and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the documents and regulations. In the event a tenant, occupant, guest, invitee or person living with the tenant or occupant violates the District Declaration, Bylaws, Articles of Incorporation, the Community Declaration, the bylaws or articles of incorporation of the Community Association, or the rules and regulations of the District Association or Community Association, the District Association or Community Association as appropriate, shall have the power to bring an action or suit against the tenant, occupant, guest, invitee and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief, or for any other remedy available at law or in equity.

Section 3. Time-Share Prohibition. No time sharing plan as the term is defined in Chapter 721, Florida Statutes (2004), as amended, or any similar plan of fragmented or interval ownership of Units or Unplatted Parcels shall be permitted on the District Property, and no attempt to create same by lease or otherwise shall be allowed.

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

Section 5. Withdrawal. District Declarant reserves the right to amend this District Declaration unilaterally at any time so long as District Declarant owns any land which is subject to this District Declaration, for the purpose of removing certain portions of the District Property then owned by District Declarant, its affiliates or the District Association from the purview, operation and effect of this District Declaration. For such an amendment to have effect, the Community Declarant must consent thereto and such amendment setting forth the withdrawal must be filed in the Public Records of Brevard County, Florida with the consent of the Community Declarant attached.

Section 6. Amendment. This Article shall not be amended without the written consent of District Declarant, unless District Declarant no longer owns any land which is subject to the District Declaration or subject to annexation to the District Declaration.

ARTICLE III
District Association

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

Section 2. Duties and Powers. In addition to those duties and powers conferred by law and those specified and enumerated in the Articles of Incorporation and the Bylaws, the District Association shall have such duties and powers as are, respectively, imposed and conferred upon it pursuant to this District Declaration, including, without limitation, such duties and powers as may reasonably be implied from, necessary for or incidental to the accomplishment of the objects and purposes for which the District Association has been created and established. All duties and powers of the District Association shall be exercised by the Board of Directors unless otherwise provided in this District Declaration, the Articles of Incorporation and the Bylaws.

Section 3. Membership. Every Owner shall be deemed to have a membership in the District Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit or Unplatted Parcel owned. The membership shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in this District Declaration, the Articles of Incorporation, the Bylaws and rules and regulations adopted by the District Association. Notwithstanding anything in this District Declaration to the contrary, no governmental authority owning lands, or an interest in lands, dedicated to public use and accepted by such governmental authority, including without limitation public schools, public streets and public parks, shall be a member of the District Association.

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

transfer and to deliver to the District Association the address of the new Owner, and a copy of the deed conveying the Unit or Unplatted Parcel to the new Owner.

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

(a) Class "A" members shall be all Owners with the exception of the Class "B" member, if any. Voting rights shall be allocated among Class "A" members as follows: (i) One (1) vote per acre or portion thereof shall be allocated to an Unplatted Parcel; and (ii) For those portions of the District which are subject to a Plat or are otherwise designated by District Declarant as a Unit, each Unit shall be allocated one (1) vote.

(b) The Class "B" member shall be the District Declarant. The Class "B" member shall have 2,000 votes until the Class "B" membership terminates and becomes converted to Class "A" membership. The rights of the Class "B" member, including the right to approve actions taken under this District Declaration and the Bylaws, are specified elsewhere in this District Declaration and the Bylaws. The Class "B" member shall be entitled to appoint the members of the Board of Directors during the Class B Control Period, as provided in the Bylaws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

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

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

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

Section 7. District. The District of which the District Property forms a part may have additional lands annexed thereto in accordance with the terms of the Community Declaration, including without limitation, the property described generally in Article VI, Section 1 of this District Declaration, and further may be modified subject to the terms and conditions of the Community Declaration pertaining to designation of Districts (as defined therein) and their reconfiguration. Those portions of the District not subjected to the terms and conditions of this District Declaration may, but shall not be obligated to, become a part of the District Property, in the sole discretion of the District Declarant. Such annexation of additional property into the District Property, if any, may be accomplished in accordance with the terms and provisions of Article VI hereof.

ARTICLE IV

Maintenance; Insurance; Party Walls

Section 1. District Association's Responsibility. The District Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, restoration and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon or under the Area of

Common Responsibility, including but not limited to recreational amenities, if any, drainage and irrigation systems, recreation and open space, utilities, private streets, medians, street lights, entry features and signage, traffic control devices and pedestrian systems, and such other actions as may be required pursuant to the terms and conditions of any agreement of the District Association, the District Declaration and the Community Declaration. This maintenance shall also include the maintenance responsibilities for the exterior of Units specified in Section 2 hereinbelow of this Article IV. The District Association shall also maintain and keep in good repair such portions of any additional property not included within the Area of Common Responsibility as may be dictated by this District Declaration, or by a contract or agreement for maintenance thereof by the District Association or by a governmental entity or agency. In the discharge of its responsibilities, the District Association shall comply fully with the Development Order and other Development Approvals to the extent relevant and applicable to the Common Area or the District Association's duties and responsibilities. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility, or any improvements therein, and additional property (as provided above) shall be a Common Expense to be allocated among all Units and Unplatted Parcels as part of the Assessments.

The District Association may maintain property which it does not own (in addition to those portions of the Area of Common Responsibility which it does not own), including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard (as defined in the Community Declaration).

Section 2. Exterior of Units. Maintenance responsibilities of the exterior of Units in the District shall be allocated as follows:

Lawn service, landscaping, mulching and other yard maintenance of the yard area of all Units, including any shrubbery, hedging, lawns, flower beds, trees, mulching and fertilizing (other than any such landscaping which may be planted by an Owner pursuant to the terms hereof and other than existing trees or vegetation as of the date hereof), and the common irrigation system located therein or thereunder shall be maintained by the District Association as part of the Area of Common Responsibility at such times and in such manner as shall be determined by the District Association. Owners within the District may not plant any landscaping of any kind on any Area of Common Responsibility (which includes all yard areas of any Unit), except an Owner may plant landscaping consistent with the Landscape Design Criteria promulgated by the ARC in an area or areas to be designated by the ARC from time to time. Any such landscaping planted by an Owner shall be maintained by the Owner thereof in a good, aesthetically pleasing manner and shall not be the responsibility of the District Association. Owners within the District may not alter or modify any portion of the common irrigation system (including any timers constituting a part thereof) without the prior written approval of the District Association.

In addition, all exterior painting of the Units and roof maintenance and repairs shall be performed by the District Association as part of the Area of Common Responsibility at such times and in such manner as shall be determined by the District Association; provided, however that the District Association's obligation with respect to the roofs of the Units shall

include the exterior surface, moisture barrier and roof sheathing and shall also include the obligation to maintain any fascia, soffit or rain gutters. In addition, the District Association may in its discretion provide for regular termite treatment to the exterior of Units. All other maintenance obligations with respect to the exterior of Units shall be the responsibility of the respective Owners. Each Owner shall be solely responsible for any damages caused by, on behalf of or at the direction of such Owner to any Area of Common Responsibility.

Section 3. Owner's Responsibility. Except as expressly provided in Section 2 hereinabove in this Article IV, each Owner shall maintain his or her Unit or Unplatted Parcel and all structures, parking areas and other improvements comprising the Unit or Unplatted Parcel in good repair and in a manner consistent with this District Declaration and any standard established by the Board of Directors, and in any District planning and design criteria, as well as the Community-Wide Standard, and all applicable covenants, including those contained within the Community Declaration and the District Declaration, unless such maintenance responsibility is otherwise assumed by or assigned to the District Association. If any Owner fails properly to perform his or her maintenance responsibility, the District Association, in its sole discretion, shall have a right of entry upon such Unit or Unplatted Parcel and may perform such maintenance and assess all costs incurred by the District Association (together with an overhead expense to the District Association of fifteen percent (15%) of the total amount thereof) against the Unit or Unplatted Parcel and the Owner thereof in accordance with Section 3 of Article VII of this District Declaration; provided, however, except when entry is required due to an emergency situation, the District Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. The District Association shall have no obligation to perform any such maintenance, unless required to do so under the District Declaration or Community Declaration. The determination as to whether a Unit or Unplatted Parcel and all structures, parking areas and other improvements are being maintained in good repair and in a manner consistent with the foregoing shall be made by the Board of Directors, except to the extent the ARC may otherwise determine as to the Community-Wide Standard.

Section 4. Community Association. If the District Association fails to perform its maintenance responsibility as required herein and in the Community Declaration, the Community Association shall have a right of entry and may perform same and assess the cost thereof, all as provided in the Community Declaration.

Section 5. Determination of District Standard. The District Declarant or District Association may establish a standard for the District as to conduct, maintenance or other activity generally prevailing throughout the District, which standard, if established, shall at least meet that of the Community-Wide Standard. In the event such a standard is established, it may be amended by the District Declarant or District Association and may be enforced by the District Declarant, District Association or Community Association. Notwithstanding the foregoing, the ARC shall determine whether the District or any portion thereof, and all structures, parking areas, landscaping and other improvements located thereon are being maintained in a manner consistent with the Community-Wide Standard.

Section 6. Private Street Maintenance. All streets shown on the Plat as private shall be maintained and kept in good repair by the District Association in accordance with Article IV, Section 1 of this District Declaration. No governmental body, including, without

limitation, Brevard County shall be responsible for the maintenance, repair or improvement of any such private street. The District Association shall establish and maintain a reserve fund for the periodic maintenance, repair and replacement of such private streets and related improvements. In addition to the maintenance of private streets, the District Association may enter into an Agreement for the purchase, lease and/or maintenance of street lights to provide street light service to the District Property. The payments for the street lights under any such purchase, lease and/or maintenance agreement shall be common expenses which are budgeted for annually pursuant to Section 2 of Article VII hereinbelow.

Section 7. Maintenance of District Drainage System. A preliminary site plan of the District Property is attached to this District Declaration as Exhibit "D", attached hereto and made a part hereof (hereinafter referred to as the "District Plan"). The District Plan hereby identifies Stormwater Pond 1 shown on the District Plan as being part of the Master Drainage System (hereinafter referred to as the "Master System Stormwater Pond").

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

Such obligation of maintenance and repair shall also include the maintenance and repair of littoral areas and upland portions of the District System Stormwater Ponds. Notwithstanding that the Master System Stormwater Pond is included as part of the Master Drainage System, the District Association shall also be responsible for maintenance with respect to the littoral areas and upland portions of the Master System Stormwater Ponds to the extent such areas and portions are adjacent to and contiguous with the boundary of any Unit, tract or right-of-way located within the District Property. The District Association's maintenance of littoral areas and upland portions of the District System Stormwater Ponds and the Master System Stormwater Pond shall include the control of immersed shoreline grasses, aquatic plants and cattails growing in littoral areas, the control of shoreline grasses and plants, and the repair of shoreline washouts.

The District Association shall perform such maintenance in a manner which maintains such littoral areas and upland portions in accordance with the Community-Wide Standard (as that term is defined in the Community Declaration).

Notwithstanding the provisions of this Section 7 of Article IV requiring the District Association to maintain the District Drainage System in accordance with all permit or permits issued with respect thereto by the St. Johns River Water Management District, in the event the District Association fails to perform its maintenance responsibility as required herein or by the St. Johns River Water Management District, the Community Association shall have the right to perform such maintenance and assess the cost thereof against all Units and Unplatted Parcels within the District as provided in the Community Declaration.

The Community Association is hereby granted a perpetual non-exclusive easement over the Master Drainage System (to the extent title thereto is not held by the Community Association with respect to any portion thereof) and over the District Drainage System for the purpose of operating, maintaining and repairing the same, together with a right of ingress and egress over, upon and across any tract which is a part of the Master Drainage System or the District Drainage System, or any Common Area adjacent to the Master Drainage System or the District Drainage System, at reasonable times and in a reasonable manner, for the purpose of effectuating the easement rights created under this Section 7 of Article IV. In addition, the Community Association and the District Association are each hereby granted a perpetual, non-exclusive easement for stormwater drainage and flow over and through the Master Drainage System and the District Drainage System, to the extent title thereto is not held by the Community Association or the District Association, as the case may be.

Section 8. Insurance. The District Association shall obtain all reasonable and customary property, casualty and liability insurance within the District with respect to such Areas of Common Responsibility in such amounts and under such terms and provisions as the District Association deems advisable, but in no event in an amount less than the replacement cost thereof. By virtue of taking title in the District, each Owner covenants and agrees with all other Owners in the District and with the District Association that each Owner shall carry casualty insurance with fire and extended coverage on the portions of the Unit and the structures constructed thereon not insured by the District Association. Each Owner further covenants and agrees that in the event of loss or damage to any structure comprising such Owner's Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction and otherwise in accordance with the provisions of this District Declaration.

By virtue of taking title in the District, each Owner covenants and agrees with all other Owners and with the District Association that each Owner shall continuously maintain a termite re-treatment and repair warranty covering the full replacement value of such Owner's Unit. Each Owner shall provide the District Association on demand with a true and complete copy of such warranty. In the event any Owner fails to adequately maintain such warranty, the District Association or any other Owner of a Unit in a building containing the defaulting Owner's Unit shall have the right to obtain such warranty at the defaulting Owner's expense and to conduct such inspections and treatments of the exterior and interior of such defaulting Owner's Unit necessary to obtain or maintain such warranty. The expense of any such warranty

shall be the obligation of the defaulting Owner and shall be levied against such Owner and his Unit as a special assessment. Nothing in the foregoing provision shall be construed as limiting the right of the District Association or any Owner of a Unit in a building containing the defaulting Owner's Unit to individually or collectively enforce the covenants and agreements with respect to each Owner's obligation to continuously maintain a termite re-treatment and repair warranty set forth hereinabove by any proceeding at law or in equity in accordance with Section 5 of Article VIII of this District Declaration and recover related costs, expenses and reasonable attorney's fees as provided therein.

Section 9. Party Walls. The District is to be developed as attached single family residences, with the intention that a party wall separating two adjoining Units be constructed so that the midpoint of such party wall is located on the boundary line between the adjoining lots. If, however, due to condition in the field or other causes, the midpoint of such party wall is not so located, then the Owner of the Unit upon which the party wall encroaches shall be deemed to have conveyed a perpetual easement to the adjoining Owner for any encroachment of such improvements upon the lot. In addition, each Owner shall be deemed to have conveyed to the Owner of an adjoining Unit, easements of support and for utilities in and through such party wall. The District Association shall have the right to enter into any Unit without notice on an emergency basis in the event such entry is necessary to prevent damage to any portion of the District Property or to secure the safety of any of its residents. Notwithstanding, nothing herein shall be deemed to obligate the District Association to undertake any such efforts.

The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of such party wall. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used such party wall may restore it, and if other Owners thereafter make use of such party wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner shall be appurtenant to such Owner's Unit and shall pass to such Owner's successors in title.

ARTICLE V Use Restrictions

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

The District Property shall also be subject to such further restrictions as District Declarant may impose under and by virtue of deeds to Owners. Restrictions identified in any

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

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

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

Section 1. Water and Sewage Facilities. No individual potable water supply system or individual sewage disposal system shall be permitted for any portion of the District Property.

Section 2. Landscaping. Landscaping on any portion of the District Property and stormwater drainage and retention features located on and serving only a Unit or Unplatted Parcel (and not a part of the Master Drainage System or District Drainage System) shall be consistent with the Landscape Design Criteria for the District as may be promulgated and amended by the ARC from time to time. Declarant hereby specifically provides that the Landscape Design Criteria may be amended by the ARC from time to time, in whole or in part, by the ARC without necessity of recording same in the public records, and that such amendment shall be effective from and on the date of posting on the District Property. Neither this Section 2 of Article V nor the Landscape Design Criteria for the District shall prohibit or be construed to prohibit "xeriscape" or "Florida-friendly" landscaping on any Unit.

Section 3. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain on any portion of the District Property for a continuous period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage and not visible from the street or any portion of the District Property or Properties.

Section 4. Storage. Unless specially approved by the ARC, no materials, supplies or equipment (except during the construction of improvements) shall be stored on any portion of the District Property, except inside a residence and the garage. No storage buildings

or sheds are permitted on any Unit or Unplatted Parcel. The foregoing provisions shall not apply to the Community Declarant or the District Declarant.

Section 5. Street Trees. No trees may be planted on any Unit within the area between the sidewalk constructed on such Unit and the street adjacent to such Unit.

Section 6. Signs. No sign of any kind shall be erected on any portion of the District Property without the prior written consent of the Board of Directors and the ARC. Such restriction on signage shall not apply to the District Declarant as long as the District Declarant owns property within the District Property.

Section 7. Parking and Garages. Owners and their guests or invitees shall park only in their garages or in the driveways serving their Units or Unplatted Parcels or permitted spaces or designated areas on Common Area as may be directed by the Board of Directors, in which parking may or may not be assigned, subject to such reasonable rules and regulations as the Board of Directors may adopt. Owners and their guests or invitees shall not park in the streets, or on yards, medians or the Common Area (unless the District Association designates such Common Area for parking) or over sidewalks. Notwithstanding anything in the preceding sentence to the contrary, cars may be parked in streets for occasional parties and similar events as long as no driveways are blocked. All commercial vehicles, recreational vehicles, buses, trucks, pick-up trucks (other than unmodified stock pick-up trucks and so-called sport utility vehicles intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), vans (other than mini-vans and full-sized vans intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage unless otherwise permitted by the Board of Directors. Storage of any of the foregoing in the driveway of a Unit or Unplatted Parcel shall not be permitted unless otherwise permitted by the District Association. In addition, any vehicle of any kind that is too large to be stored in the garage of a Unit may not be parked in the driveway of such Unit. Notwithstanding anything in the preceding two sentences to the contrary, a recreational vehicle, boat and/or boat trailer may be kept within the driveway of a Unit for up to twenty-four (24) hours for cleaning, loading and/or unloading purposes, subject to such guidelines and restrictions as may be adopted by the Board of Directors from time to time with respect thereto. Each Unit shall have at least a two car garage or if permitted by the Board of Directors, a similar space for permanent parking of two cars. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. Garage doors shall be closed except when reasonably necessary for use of garage. Nothing in this Section shall be construed to prohibit the parking of any sheriff's office, police department or highway patrol car or van in a driveway in the same manner as provided hereinabove for private noncommercial vehicles. (This Section shall not apply to construction or similar vehicles or construction trailers which may be parked on an Unplatted Parcel or a Unit, but only during such reasonable period of time within which construction of improvements thereon is occurring.)

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

Section 9. Nuisance. No portion of the District Property shall be used, in whole or in part, for the storage of any property or thing that will cause such portion of the District Property to appear to be in an unclean, unsightly, unhealthy or unkempt condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon, nor shall any use or practice be allowed upon any portion of the District Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the District Property or the Properties, or which shall be a source of material and unreasonable annoyance or discomfort to Owners or their tenants or invitees, or which materially and unreasonably interferes with the peaceful possession and enjoyment of the District Property. No illegal, noxious, or offensive activity shall be carried on or conducted upon any portion of the District Property. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall occur only within a garage or other similar walled interior area of the District Property and shall not be visible to view. Notwithstanding the foregoing, construction activity which occurs on the District Property in accordance with the terms of the District Declaration and the Community Declaration shall be permitted. No firearms may be discharged within the District Property.

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

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

Section 12. Swimming Pools. No swimming pools or so-called "hot tubs" shall be erected, constructed or installed on any portion of the District Property (except upon the Common Area).

Section 13. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon any portion of the District Property, any tent or trailer or any structure of a temporary nature, without obtaining the prior written approval from the District Association and the ARC. Provided, however, notwithstanding anything herein to the contrary, an Owner may erect, without the prior approval of the Board of Directors, a tent not exceeding twelve feet (12') in width by twelve feet (12') in length on such Owner's Unit for purposes of a private party or function for a period of time not to exceed twenty-four (24) hours, provided such right to erect a tent may not be exercised more than twice during each calendar quarter.

Section 14. Drainage. All storm water from any portion of the District Property shall only drain into or onto contiguous or adjacent street rights-of-way, drainage easements, retention areas, Common Area or Areas of Common Responsibility in the manner approved by the owner and operator of the Master Drainage System or the District Drainage System, as the case may be, if such drainage is part of the Master Drainage System or the District Drainage System, respectively. If such drainage is not to be a part of the Master Drainage System or the District Drainage System, then the manner of its drainage shall be approved by the ARC. No Owner (other than the District Declarant) shall be permitted to alter the grade of or original drainage plan for any portion of the District Property, or change the direction of, obstruct, alter or retard the flow of surface water drainage, nor to erect, place or maintain any structure which shall in any way obstruct drainage devices or facilities or impede their efficient operation unless approved by the ARC and the owner and operator of the Master Drainage System or the District Drainage System, as the case may be, if such drainage is part of the Master Drainage System or the District Drainage System, respectively. Without limiting the generality of the preceding sentence, to the extent any drainage swale or swales or portions thereof have been constructed or developed on any Lot for the purpose of managing and containing the flow of stormwater, the Owner of such Lot shall be responsible for the maintenance, operation and repair of such swale or swales or portions thereof on the Owner's Lot. For purposes of the preceding sentence, the term "maintenance, operation and repair" shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management functions as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the flow of stormwater in swales is prohibited. No alteration of any drainage swale shall be authorized unless expressly permitted by the St. Johns River Water Management District. Any damage to any drainage swale, whether occasioned by natural or man-made cause, shall be repaired and the drainage swale returned to its former condition by the Owner or Owners of the Lot or Lots on which the swale is located. No modification to the District Drainage System shall be made without the prior written approval of the owner and operator of the Master Drainage System. No Person shall alter the drainage flow of either the Master Drainage System or the District Drainage System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 15. Lakes, Ponds, Retention and Other Water Areas; Hedging and Landscaping. Units and Unplatted Parcels shall not have riparian rights to lakes, ponds, retention and other water areas. Access to and use of lakes, ponds, retention and other water areas within the District Property shall be governed and controlled by the owner and operator of the Master Drainage System or the District Drainage System, respectively. This shall not be deemed to imply that any Owners will have access to or rights to use lakes, ponds, retention or other water areas within the District Property. Private docks and other structures or improvements within lakes, ponds, retention and other water areas within the District Property shall not be permitted. Except as may otherwise be specifically approved in advance in writing by the ARC, no Owner shall place or erect any statue, artwork, sculpture, figure, yard ornament or decoration of any type or material on any portion of the District Property which borders any lake, pond, retention or other water area. Landscaping and hedging on portions of the District Property which border any lakes, ponds, retention and other water areas, shall not be constructed, planted or installed, if permitted at all, in such a manner so as to materially obstruct the view of any of the foregoing as determined by the ARC. The owner and operator of the Master Drainage System or the District Drainage System, as the case may be, may establish rules and regulations relevant to access and use of lakes, ponds, retention and other water areas within the District Property for the limited purposes of fishing and the use of lake slopes. To the extent the rules and regulations of the owner of the Master Drainage System or the District Drainage System allow access to or use of lakes, ponds, retention or other water areas, such use shall be at the risk of the Person undertaking such activity, and there shall be no obligation by the District Declarant or any other party to provide supervisory personnel or lifeguards. At such time as District Declarant no longer owns any property which is subject to this District Declaration or which can be annexed to the District Property, or at such earlier time as District Declarant in its sole discretion may determine, the rights reserved to District Declarant in this Section shall become rights of the District Association, to be exercised by its Board of Directors. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY COMMUNITY DECLARANT, THE COMMUNITY ASSOCIATION, DISTRICT DECLARANT OR THE DISTRICT ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.

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

Section 17. No Alteration without ARC Approval. No alteration of the Unit or Unplatted Parcel is permitted, nor are aluminum porches, additions or appendages to or repainting of the improvements originally approved by the ARC for the Unit or Unplatted Parcel allowed, without the prior written approval of the ARC.

Section 18. Motorized Vehicles. Motorized vehicles (including without limitation golf carts and motorized scooters) shall not be used on the sidewalks, pathways or the Common Area (unless the applicable portion of the Common Area has been specifically designated for use by motorized vehicles by Board of Directors and in such case only to the extent authorized by the Board of Directors). In no event shall any person operate a motorized vehicle anywhere within the District Property except in accordance with rules and regulations promulgated by the Board of Directors. Any permitted use of motorized vehicles within the District Property shall be at the sole risk of operator thereof and no action shall be made against the District Association in relation to personal injury or property damage resulting from such use, and each Owner who uses a motorized vehicle, or permits the same to be used by his family, guests, invitees, tenants or agents, agrees to indemnify the District Association from any claim, loss damage, cost or expense resulting from use of any motorized vehicle by the Owner, his family, guests, invitees, tenants and agents.

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

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

Section 21. Development Order. Each Owner shall comply, at its expense, with the requirements of the Development Order as it relates to the Unit or Unplatted Parcel owned by it and each Owner shall otherwise cooperate with the Community Declarant, District Declarant, Community Association and District Association in their efforts to comply with the provisions of the Development Order.

Section 22. Occupants Bound. All provisions of the District Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, shall also apply to all occupants of any portion of the District Property.

Section 23. Subdivision of Portion of the District Property. As long as District Declarant owns any land which is subject to this Declaration or which under the terms of this District Declaration could be annexed to the District Property, no portion of the District Property shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit or Unplatted Parcel, less than the whole thereof, be sold, conveyed or transferred except with the prior written approval of the District Declarant, which approval may be granted or withheld in the sole discretion of District Declarant. Thereafter, no portion of the District Property shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit or Unplatted Parcel, less than the whole thereof, be sold, conveyed or transferred except with the prior written approval of the District Association. Any such subdivision, boundary line change, platting or replatting shall comply in all respects with applicable subdivision and zoning regulations, the Development Order and the Development Approvals. District Declarant, however, hereby expressly reserves the right to plat, replat, subdivide or change the boundary lines of any portion of the District Property owned by the District Declarant and the right to sell, convey or transfer any portion of a Unit or Unplatted Parcel less than the whole thereof, without notice to or the approval or consent of any Person being required.

Section 24. Garage Sales. No garage or yard sales of any kind shall be conducted, nor shall any signage related to any garage or yard sales be erected, in any manner except as specifically provided by rules and regulations promulgated by the Board of Directors, which rules and regulations shall address the location, frequency, scope, hours, placement of signs and all other matters relating to garage or yard sales and signage or advertising thereof.

Section 25. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained on the exterior portion of any Unit, unless approved by the ARC.

Section 26. Casualty Destruction to Improvements. In the event that a Unit is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvements and diligently continue such rebuilding or repairing until completion, or properly clear the damaged improvements and rebuild the same as approved by the ARC. As to any such reconstruction of damaged or destroyed improvements, the same shall only be replaced as approved by the ARC.

Section 27. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of any Unit or Unplatted Parcel without the prior written approval of the ARC. This Section 27 shall not be applicable to temporary decorations for holiday purposes (ie, Fourth of July, Halloween or Christmas). This Section 27 of Article V does not prohibit and shall not be construed to prohibit the display of one portable, removable United States flag by a Unit Owner, provided such flag is flown in a respectable manner in accordance with applicable federal law and in accordance with any rules and regulations with respect to the display of flags adopted by the Board of Directors.

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

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

Section 30. Firearms. The discharge of firearms within the District Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 31. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ARC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a

corner Lot where such obstruction would create a traffic problem as determined by the Board of Directors.

Section 32. Mitigation and Conservation Areas. The District Property may contain or be adjacent to conservation areas and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect or alter the same. Such areas are to be maintained by the Community Association in their natural state. No Owner shall have the right, under any circumstances, to disturb or alter such areas.

Section 33. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding thirty (30) days after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. All interior window coverings shall have a non-reflective opaque backing. No awnings, canopies or decorative shutters shall be affixed to the exterior of a Unit without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC.

Section 34. Landscaping in Common Area. No trees, hedges, landscaping or yard ornament or decoration of any type or material whatsoever may be planted or installed on any portion of the Common Area by any Owner or other occupant of the District Property.

Section 35. Noise. No Owner shall make or permit any disturbing noises within the District, including, without limitation, within such Owner's Unit, or permit any conduct that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument or operate or permit to be operated any television, radio or sound amplifier in a Unit in such a manner as to disturb or annoy other Owners.

Section 36. Roof Penetrations, Fixtures and Decorations. No Unit Owner shall perform or authorize any roof penetrations or attachments (including, without limitation, skylights) or place, affix, or display any attachment, fixture, decorative item or ornament of any kind upon any portion of a roof which is deemed a part of the Area of Common Responsibility without the prior written consent of the District Association and ARC.

Section 37. Residential Use Only. Except as used by the District Declarant in connection with the sale and marketing of Units in the District, each Unit shall be used for residential purposes only; provided (subject to Section 38 hereinbelow) that occupations carried on in the Unit are permitted only if such use is incidental to the Unit's primary residential use; provided further that the Unit Owners who pursue such incidental occupational use of their Unit shall have no employees, customers or clients at the Unit and shall obtain prior approval from all authorities having jurisdiction over the use of the Unit.

Section 38. Prohibited Uses. No commercial, industrial, recreational or professional activity not permitted by the present zoning or other applicable laws or ordinances shall be pursued on any Unit, at any time (the foregoing prohibition shall not apply to the use of Units as models or as part of a model center by a builder or builders). If zoning regulations change to expand the scope of activities that Owners may pursue lawfully within the Unit, an

Owner may apply to the Board of Directors for approval to commence the permitted use of his Unit. Each application shall be considered by the Board of Directors on an individual basis. Once the Board of Directors has given its approval to a particular use of a Unit, it may not revoke the approval as long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

Section 39. Disputes as to Use. If there is any dispute as to whether the use of any portion of the District Property complies with this District Declaration, such dispute shall, prior to the expiration of the Class "B" Control Period, be decided by District Declarant, and thereafter by the District Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 40. Enforcement. In the event of the violation of or the failure to comply with the requirements of this Article, and the failure of the owner of the affected portion of the District Property within fourteen (14) days following written notice by the District Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, then the District Association or its duly appointed employees, agents or contractors, shall have the right, but not the obligation, and an easement and license to enter upon the affected portion of the District Property, without being guilty of any trespass therefor, for the purpose of curing or eliminating such violation, all at the sole expense of the owner thereof. Such costs and expenses, together with an overhead expense to the District Association of fifteen percent (15%) of the total amount thereof shall be payable by the owner of the affected portion of the District Property to the District Association within ten (10) days after written notice to the owner of the amount thereof, which amount shall become or be treated in the same manner as a Special Assessment levied against said portion of the District Property. The District Association may place a lien upon such portion of the District Property to recover such costs and expenses, as provided in Article VII hereof, and the District Association may seek all other legal and equitable remedies available to it. The District Association shall also have the right to levy fines against an Owner for the violation of or the failure to comply with the requirements of this Article, or exercise any other remedy available at law, as more particularly set forth in the Bylaws. Any rights of the District Association hereunder may also be exercised by the Community Association as further provided in this District Declaration.

ARTICLE VI

Annexation of Additional Property

Section 1. Annexation. As the owner thereof, or if not the owner, with the consent of the owner thereof, District Declarant shall have the unilateral right, privilege, and option, from time to time at any time, subject to any required approval by the Department of Housing and Urban Development and the Veterans Administration, to annex to the District Property any additional property (i) which is either abutting the District Property (including additions thereto), which shall include properties which would abut the District Property but for the existence of a road right-of-way, easement or other similar property grant separating it from the District Property, or (ii) which is so situated that its addition will be consistent with a uniform scheme of development as determined in the sole discretion of District Declarant. This right of annexation by District Declarant shall exist until District Declarant no longer owns any property within the District Property or within the additional property described above which may be the

subject of annexation to the District Property. Such annexation shall be accomplished by filing in the public records of Brevard County, Florida an Annexation Agreement annexing such property so as to become part of the District Property and Exhibit "A", thereby submitting same to the terms of the District Declaration, which Annexation Agreement shall include the written consent of the Community Declarant thereto. Any such annexation shall be effective upon the filing for record of such Annexation Agreement unless otherwise provided therein. District Declarant or Community Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property described herein reserved to District Declarant, provided that such transferee or assignee shall be the owner of at least a portion of the District Property or the additional property which may be the subject of annexation to the District Property, and that such transfer is memorialized in a written, recorded instrument executed by District Declarant. Nothing herein shall obligate District Declarant to annex additional real property into the District Property, nor to continue with annexation, if and when it may be commenced.

Section 2. Residential District. The District Property and any additional property annexed by an Annexation Agreement as provided herein (thereby becoming part of the District Property), shall be a part of the District. The District may also include other property submitted to the terms and conditions of other declarations of covenants, conditions, easements, reservations and restrictions and not the District Declaration, provided however, the Community Declarant by written consent to such declaration designates such property as part of the District, and the governing association for such declaration shall be the District Association. The District Association shall be responsible for carrying out its rights and obligations as provided in any declarations pertaining to the District and may not decline to accept such rights and responsibilities as to any property contained within the District. The Units within the District shall be used for single family residential purposes unless otherwise specifically provided in this District Declaration, any Supplemental Declaration or other declaration of covenants, conditions, easements, reservations and restrictions pertaining to property within the District.

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

ARTICLE VII Assessments

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

(a) Assignment of Points.

(i) One (1) point per acre or portion thereof shall be assigned to an Unplatted Parcel (such that an unplatted parcel containing one and one-half (1 1/2) acres shall be assigned one and one-half (1 1/2) points).

(ii) For those portions of the District which are subject to a Plat or are otherwise designated by District Declarant as a Unit, each Unit shall be allocated one (1) point.

(b) Computation of Assessments.

The percentage of the total Assessment to be levied on a particular Unit or Unplatted Parcel shall be computed by dividing the total points assigned to that Unit or Unplatted Parcel subject to the Assessment by the total points for all Units and Unplatted Parcels in the District Property subject to the Assessment. The percentage of the total Assessment for each Unit or Unplatted Parcel subject to Assessment shall be computed annually by the District Association. The District Association may base such calculation upon a reasonable estimate by the Board of Directors of the number of Units that will be added to the District Property during the applicable fiscal year. The Assessment for a Unit or Unplatted Parcel shall be arrived at by multiplying the total budget amount or total Assessment adopted by the Board of Directors (as it may be amended from time to time) by the applicable percentage of the total Assessment computed for such Unit or Unplatted Parcel. Upon annexation of additional property into the District Property, the assessment amount per Unit (or per acre or portion thereof of an Unplatted Parcel) shall remain unchanged for the fiscal year in which the annexation occurs and shall be prorated based upon the date of annexation for the additional property being annexed. In the immediately following fiscal year of the Association, Assessments shall be recomputed under the above formula with the additional annexed property being included in the calculation.

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

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

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

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

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

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

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

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

Parcel for the following fiscal year, calculated as provided in Section 1 of this Article VII. Such budget and Regular Assessment shall become effective upon adoption of the budget by the Board of Directors.

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

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

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

After the District Association has mailed written notice to an Owner of a Unit or Unplatted Parcel at such Owner's last known address, specifying the noncompliance of such Unit or Unplatted Parcel with the terms and conditions of the District Declaration, the District Association may levy and collect a Special Assessment against any Owner individually and against such Owner's Unit or Unplatted Parcel to reimburse the District Association for costs and expenses incurred in bringing an Owner and his Unit or Unplatted Parcel into compliance with the provisions of this District Declaration (including without limitation an overhead expense of fifteen percent (15%) of the total costs and expenses payable to the District Association).

Section 4. Lien for Assessments. The District Association shall, at any time following the expiration of ten (10) days after the due date of an Assessment, be entitled to cause a claim of lien for such delinquent Assessments to be filed among the Public Records of Brevard County, Florida. Any such claim of lien shall, among other things, state and identify the Unit or Unplatted Parcel against which the lien is claimed, the name of the Owner of the Unit or Unplatted Parcel as provided in the books and records of the District Association, and the amount of the lien at the time of filing and such additional items as may be secured by the lien. Such lien may be executed by any officer of the District Association or by the management agent or attorney for the District Association. A copy of the claim of lien shall be furnished to the Owner against whose property the lien is filed. The payment of all Assessments established, made, levied and imposed by the District Association pursuant to this District Declaration, as well as any Assessments which may become due on or after the recordation of such lien together with interest, penalties, processing or other fees, late charges, costs, expenses, and reasonable attorneys, and paralegals, fees associated with the collection thereof (whether suit be brought or not), shall be secured by the lien. Upon recording of a notice or claim of lien on any Unit or Unplatted Parcel, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (a) all taxes, bonds, Assessments, and other levies which by law would be superior thereto; (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value; and (c) the lien for Community Association Assessments as provided in the Community Declaration. Such lien may be enforced by suit, judgment or foreclosure in the same manner mortgage liens are foreclosed.

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

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

Section 5. Date of Commencement of Assessments. The Assessments provided for herein shall commence as to each Unit or Unplatted Parcel on the first day of the first month following (i) the date of conveyance of the first Unit or Unplatted Parcel by District Declarant, or (ii) the effective date of the first budget, whichever is later. The first Regular Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time Regular Assessments commence as to the Unit or Unplatted Parcel.

Section 6. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, penalties, processing or other, fees, late charges, costs, expenses and reasonable attorneys and paralegals fees, shall be subordinate to the lien of any first Mortgage upon any Unit or Unplatted Parcel. The sale or transfer of any Unit or Unplatted Parcel shall not affect the Assessment lien or the personal liability of the Owner of such Unit or Unplatted Parcel for payment of the Assessment. However, the sale or transfer of any Unit or Unplatted Parcel pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments (but not the personal liability of the prior Owner for said unpaid Assessments) as to payments which became due prior to such sale or transfer. No foreclosure, sale or transfer shall relieve the new Owner of 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) thereafter accruing or becoming due. When a Mortgagee holding a first Mortgage of record or other purchaser of a Unit or Unplatted Parcel obtains title pursuant to remedies under the Mortgage, or by deed in lieu of foreclosure, such Mortgagee or purchaser, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments of the District Association chargeable to such Unit or Unplatted Parcel which became due prior to the acquisition of title to such Unit or Unplatted Parcel by such acquirer. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units or Unplatted Parcels, including such acquirer, its successors and assigns.

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

- (a) All Common Area under this District Declaration or under the Community Declaration;
- (b) The Areas of Common Responsibility under this District Declaration or under the Community Declaration not within a Unit or an Unplatted Parcel;
- (c) All property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks, if any;
- (d) All real property not within a Unit or an Unplatted Parcel which is part of the Master Drainage System; and
- (e) All parcels identified on any Plat as a "Tract".

Section 8. Billing of Assessments by the Community Association. In the event the Community Association bills the District Association for the combined Assessments due the Community Association with respect to Units and Unplatted Parcels within the District as provided in the Community Declaration, the District Association shall so notify the Owners by mailing, publishing in a newspaper of local circulation, or posting on the District Property (or providing such other notice as is required by applicable law), and such notice shall set forth the amount due from each Owner and the due date for such payment. Such Community Association

Assessment shall be deemed an Assessment and may be collected by the District Association in the same manner as Assessments.

ARTICLE VIII General Provisions

Section 1. Term. The covenants and restrictions of this District Declaration shall run with and bind the District Property, and shall inure to the benefit of and shall be enforceable by the District Declarant, Community Declarant, District Association, Community Association, and Owners, their respective successors and assigns, for a term of forty (40) years from the date this District Declaration is recorded in the Public Records of Brevard County, Florida, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by two-thirds of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this District Declaration shall be modified or terminated as specified therein.

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

Section 3. Driveway and Parking Easements. Due to the nature and proximity of the Units to one another, certain adjoining Units may contain adjoining, attached or common driveways. In such instances, the Owner of each Unit shall be deemed to have conveyed a perpetual vehicular access easement to the Owner of the adjoining Unit to facilitate such Owner's access to his Unit from the adjacent road right-of-way. Notwithstanding anything herein to the contrary, such easement shall be solely for purposes of vehicular ingress and egress and shall not be for parking purposes. No vehicles shall be parked in such a manner as to interfere with or obstruct vehicular access to and from any adjoining Unit and its appurtenant driveway and garage.

So long as Declarant owns any Units within the District, Declarant reserves the right to assign to any Owner the exclusive use of any parking space not constituting a part of a

Unit. Any such assignment shall be on such terms and subject to such conditions as the Declarant may impose from time to time. Any parking spaces not so assigned shall be available for use by any Owner on a first come, first serve basis. Parking of any vehicles within such parking spaces shall be subject to any and all other restrictions on parking contained within the District Declaration or Community Declaration or as otherwise promulgated by the District Association or the Community Association from time to time. At such time as Declarant no longer owns any Units within the District, the rights reserved in this Section 3 of Article VIII shall be exercised by the District Association.

Section 4. Future Easements. There is hereby reserved to District Declarant, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the District Association, Brevard County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of District Declarant, for the future orderly development of the District in accordance with the objects and purposes set forth in this District Declaration. It is expressly provided, however, that no such further or additional easement shall be granted or created over and upon any Unit or Unplatted Parcel pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of that particular Unit or Unplatted Parcel. The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way, signage and other purposes reasonably related to the orderly development of the District in accordance with the objects and purposes specified in this District Declaration. Such further or additional easements may be hereafter created, granted or reserved by District Declarant without the necessity for the consent or joinder of the Owner of the particular portion of the District Property over which such further or additional easement is granted or required, provided however, such creation, grant or reservation shall be subject to any approval of the Community Declarant that may be required by the Community Declaration.

Section 5. Enforcement. Every Owner and every occupant of a Unit or Unplatted Parcel, and every guest or invitee of any such person, shall comply strictly with the covenants, conditions, and restrictions set forth in the District Declaration and associated documents, and in the deed to the Unit or Unplatted Parcel, if any. The District Association, Community Association, Community Declarant, District Declarant, or an Owner shall have the right individually, collectively or in any combination to enforce the covenants, conditions, restrictions and other provisions of this District Declaration or seek such other relief as may be available as a result of a breach of such covenants, conditions, restrictions and other provisions of the District Declaration, by any proceeding at law or in equity. Failure to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The right to enforce the District Declaration shall include, without limitation, an action to recover sums due for damages or an action for injunctive relief, or both, maintainable by the District Association, Community Association, Community Declarant, District Declarant, or an Owner. In addition, the District Association or the Community Association may impose per diem penalties for failure to comply with this District Declaration and associated documents after notice of such noncompliance and the elapsing of a stated time period within which to cure such noncompliance as further provided in the Bylaws, with each day during which such noncompliance continues being considered a separate violation of the terms hereof. Such penalties shall be due and payable upon imposition and shall be secured, collected and otherwise treated in the same manner as Assessments. The

Community Association or Community Declarant shall have the right, but not the obligation, to take all actions that the District Association or District Declarant might otherwise take under the provisions of this District Declaration, including the right to enforce the terms of the District Declaration. Costs, expenses and reasonable attorneys and paralegals, fees, whether suit be brought or not, including those resulting at all trial and appellate levels, incurred by the prevailing party in any action to enforce any provision of this District Declaration or to seek such other relief as may be available as a result of a breach of such covenants, conditions, restrictions and other provisions of the District Declaration, the Articles of Incorporation, Bylaws, and rules and regulations of the District Association, and any similar associated documents thereunder, or deed restrictions on the District Property, including without limitation actions to recover sums due for damages or actions for injunctive relief, shall be the personal obligation of the non-prevailing party.

Section 6. Indemnification. The District Association shall indemnify every officer, director, committee member and employee of the District Association against any and all costs and expenses, including reasonable attorneys, and paralegals, fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding, or appeal therefrom, (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the District Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the District Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the District Association (except to the extent they may also be members of the District Association), and the District Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any such officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The District Association shall, as a Common Expense, maintain adequate general liability and officers, and directors, liability insurance to fund this obligation, if such insurance is reasonably available.

Section 7. Litigation. During the Class B Control Period, no judicial or administrative proceeding shall be commenced or prosecuted by the District Association unless approved by a majority of the Board of Directors. Thereafter, no judicial or administrative proceeding shall be commenced or prosecuted by the District Association unless approved by a vote of at least seventy-five percent (75%) of the Board of Directors. This Section shall not apply, however, to (a) actions brought by the District Association to enforce the provisions of this District Declaration or associated documents, or such other relief as may be available as a result of a breach of such covenants, conditions, restrictions and other provisions of the District Declaration or associated documents, or under any deed restrictions imposed on Units or Unplatted Parcels or other portions of the District Property, which shall include, without limitation, actions to recover sums due for damages or actions for injunctive relief (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VII hereof or in the Community Declaration, (c) proceedings involving

challenges to ad valorem taxation, or (d) counterclaims brought by the District Association in proceedings instituted against it. This Section shall also not apply to the undertaking of any defense of the District Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the District Declarant or after the Class B Control Period, is approved by the percentage of votes and pursuant to the same procedures necessary to institute proceedings as provided above.

Section 8. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this District Declaration shall be cumulative with those of (i) the Community Declaration and associated documents thereunder, and (ii) any deed restrictions; and the District Association may, but shall not be required to, enforce those documents described in (i) and (ii); provided, however, in the event of conflict between or among such covenants, restrictions and provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of the District Declaration and the District Association or any deed restrictions shall be subject and subordinate to those of the Community Declaration and the Community Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Community Association.

Section 9. Severability. Invalidation of any one of the covenants or restrictions contained in this District Declaration by judgment or court order shall in no way affect the validity of any other provisions contained in the District Declaration, which shall remain in full force and effect.

~~Section 10. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment for so long as such encroachment shall exist due to the unintentional placement of improvements as a result of minor inaccuracies in surveying, construction or reconstruction, or settling or shifting of the improvements constructed, reconstructed, or altered thereon (provided such improvements are constructed in accordance with the terms of the Community Declaration and this District Declaration).~~

Section 11. Development and Construction by District Declarant. Nothing set forth in this District Declaration shall be deemed, either expressly or impliedly, to limit the right of District Declarant to change, alter or amend its development plan or plans for the District Property or the Development Order or Development Approvals, subject to the terms and conditions of the Community Declaration, or to construct such improvements as the District Declarant deems advisable prior to the completion of the development of all of the District Property. District Declarant reserves the right to alter its development and construction plans and designs as it deems appropriate from time to time. Nothing in this District Declaration shall be construed to require District Declarant, its successors in interest or assigns to develop any of the District Property, or to develop it in any manner whatsoever.

Section 12. Construction Activity by District Declarant. Notwithstanding anything to the contrary set forth herein, Owners of Units and Unplatted Parcels (and owners of any other portion of the District Property) acknowledge that District Declarant may undertake certain construction or related activities for the purpose of marketing, sale, development and improvement of the District Property or portions thereof. As a result, certain portions of the District Property may experience disturbance or inconvenience from time to time from such

activities, however no Owner (or owner of any other portion of the District Property) shall be entitled to seek relief against the District Declarant for any reason related thereto.

Section 13. Community Association Empowered to Enforce District Declaration.

The Community Association is hereby authorized and empowered, but shall not be obligated so to act, to enforce the covenants, conditions and restrictions of the District Declaration or deed restrictions pertaining to the District Property, and shall have a reasonable right of entry for purposes thereof, provided however, the Community Association shall so notify the owner of such portion of the District Property in noncompliance, at its last known address, of such noncompliance. The Community Association shall also have the right to exercise any other rights granted to the District Association under the terms and conditions of this District Declaration, the Bylaws and the Articles of Incorporation. Any costs, expenses, reasonable attorneys' and paralegals' fees (as well as a fifteen percent (15%) administrative overhead factor) incurred by the Community Association as provided hereunder shall be deemed a Special Assessment under Section 3 of Article VIII of the Community Declaration against such portion of the District Property in noncompliance, and shall be subject to collection and such other terms as provided therein and in Article VIII of the Community Declaration.

Section 14. Wildlife, Wetland Programs and Other Components of Development

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

Section 15. ARC Approval. As provided in Article V of the Community Declaration, Units and Unplatted Parcels are subject to certain restrictions and must obtain certain approvals with respect to improvements, alterations or other modifications to be made thereto. Owners of Units or Unplatted Parcels shall be responsible for complying in all respects with the Community Declaration, including without limitation the architectural review process provided for in Article V of the Community Declaration.

Section 16. Enforcement by St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or

in equity, the provisions contained in the District Declaration which relate to the operation, maintenance and repair of the District Drainage System.

Section 17. Termination of Association. In the event of any termination or dissolution of the District Association, the responsibility for the operation, maintenance and repair of the District Drainage System must be transferred to an entity which would comply with Rule 40C-42.027, Florida Administrative Code (or any successor rule or regulation), and be approved by the St. Johns River Water Management District prior to such termination or dissolution.

ARTICLE IX Declarant's Rights

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

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

Section 3. Approval of Additional Covenants and Plats of the District Property. So long as District Declarant continues to have rights under this Article, no Person shall record any plat, declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument, affecting any portion of the District Property owned by such Person without District Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such plat, declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument, being void and of no force and effect unless subsequently approved by recorded consent signed by District Declarant.

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

ARTICLE X
Amendment

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

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

Any amendment of the District Declaration shall be recorded in the Public Records of Brevard County, Florida. In addition to the requirements set forth hereinabove, any amendment of the District Declaration shall require the prior written approval of the Community Declarant. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally amend this District Declaration at any time pursuant to Article VI or to include any provisions which may be required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Department of Housing and Urban Development, or any other federal, state or local governmental entity, agency, or authority.

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

No amendment shall remove, revoke or modify any right or privilege of District Declarant, Community Declarant, Community Association or District Association without the written consent of such party or the assignee of such party's right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by any Mortgagee or impair

the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. Any amendment of or to this District Declaration which alters any provision related to the District Drainage System or the Master Drainage System, including any Common Areas or portions thereof used for water management purposes, must have the prior approval of the St. Johns River Water Management District.

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

IN WITNESS WHEREOF, the undersigned District Declarant has executed this District Declaration this 17th day of June, 2006.

WITNESSES:

THE VIERA COMPANY, a Florida corporation

Charlene R. Spangler
Print Name: Charlene R. Spangler

By: [Signature]
Name: Stephen J. Kane
Title: Pres

Valerie A. Smith
Print Name: Valerie A. Smith

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

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 7th day of June, 2006 by Stephel L. Johnson, the President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



Charlene R. Spangler
MY COMMISSION # DD215777 EXPIRES
May 27, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Charlene R. Spangler

Print Name: _____

Notary Public: _____

Commission No.: _____

My Commission Expires: _____

V0048246v4

CONSENT OF COMMUNITY DECLARANT

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

IN WITNESS WHEREOF, THE VIERA COMPANY has caused these presents to be executed by its undersigned officer thereunto duly authorized on this 7th day of June, 2006.

Signed, sealed and delivered in the presence of:

THE VIERA COMPANY, a Florida corporation

HC Charlene R. Spangler
Print Name: Charlene R. Spangler

By: [Signature]
Name: Stephan Johnson
Title: Pres

Valerie A. Smith
Print Name: Valerie A. Smith

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

STATE OF FLORIDA)

COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 7th day of June, 2006 by Stephan L. Johnson, the President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



Charlene R. Spangler
MY COMMISSION # DD215777 EXPIRES
May 27, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Charlene R. Spangler
Print Name: _____
Notary Public
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"DISTRICT PROPERTY**DESCRIPTION OF STONERIDGE SUBDIVISION**

A portion of Sunstone Subdivision – Phase 1, being Tracts "A" & "L" as recorded in Plat Book 53, pages 57 – 60 of the Public Records of Brevard County Florida lying within a portion of the Southwest 1/4 and the Southeast 1/4 of Section 32, Township 25 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 32; Thence S89°23'43"W along the South line of said Section 32, 1326.27 feet to a point on the East Plat line of said Sunstone Subdivision – Phase 1, Thence along the East line of said Plat line N00°05'55"E, 358.64 feet to the Southeast Corner of said Tract "L" and the POINT OF BEGINNING; Thence S89°06'24"W along the South line of said Tract "L", 180.03 feet to the Southwest corner of said Tract "L" and the Southeast corner of said Tract "A"; Thence along the South line of said Tract "A" the following five (5) courses and distances; (1) S89°06'24"W 586.45 feet; Thence (2) S00°53'36"E, 200.00 feet; Thence (3) S89°06'24"W, 84.03 feet to the point of a curve to the right, concave Northerly, (4) having a radius of 250.00 feet; Thence Westerly along the arc of said curve a distance of 197.91 feet through a central angle of 45°21'27" to the curves end; Thence (5) N45°32'09"W, 445.63 feet to the point of a curve to the right, concave Easterly, having a radius of 25.00 feet; Thence Northerly along said curve a distance of 41.81 feet through a central angle of 95°49'18" to the curves end; Thence N50°17'09"E, 268.09 feet; Thence N44°27'51"E, 106.33 feet to the point of a curve to the left, concave Westerly, having a radius of 310.00 feet; Thence Northerly along the arc of said curve a distance of 245.99 feet through a central angle of 45°27'55" to the curves end; Thence N01°00'04"W, 15.00 feet to the Southwest corner of Tract A, plat of Salerno Boulevard and Tavistock Drive – Phase 1 (as recorded in Plat Book 50, Pages 15–17 of the public records of Brevard County); Thence along the South line of said Tract "A" the following six (6) courses and distances; (1) N88°59'56"E, 366.51 feet; Thence (2) N36°17'52"E, 121.35 feet; Thence (3) N71°31'01"E, 122.36 feet; Thence (4) N88°59'56"E, 285.22 feet; Thence (5) N44°31'25"E, 151.38 feet; Thence (6) N88°59'56"E, 28.21 feet to a point on the Westerly line of Parcel 1 (as recorded in Official Records Book 3245, Pages 2427–2450 and Official Records Book 3218, Pages 1812–1819); Thence along the Westerly line of said parcel S00°15'08"E, 228.65 feet; Thence S00°05'55"W, 281.98 feet to the Northwest corner of Parcel 6 (as recorded in Official Records Book 3245, Pages 2405–2426); Thence along the Westerly line of said parcel S00°05'55"W, 438.04 feet to the POINT OF BEGINNING; CONTAINING: 21.90 acres, more or less.