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This Instrument Prepared By:
Laura Minton Young, Esquire
DEAN MEAD, et al.
7380 Murrell Road, Suite 200
Viera, Florida 32940
(321) 259-8900

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR TRASONA EAST NEIGHBORHOOD AREA

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR TRASONA EAST NEIGHBORHOOD AREA

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR TRASONA EAST NEIGHBORHOOD AREA

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR TRASONA EAST NEIGHBORHOOD AREA (hereinafter referred to as this "Neighborhood Declaration") is made this 9th day of December, 2015 by THE VIERA COMPANY, a Florida corporation (hereinafter referred to as "Neighborhood Declarant").

W I T N E S S E T H:

WHEREAS, Neighborhood 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 Neighborhood Declarant as a subdivision known as "Trasona East" (hereinafter referred to as the "Neighborhood Area");

WHEREAS, the Neighborhood Area 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 Neighborhood Areas (as defined in the Community Declaration) within the Properties as separately denominated residential, commercial, office, governmental, educational, institutional or other use areas subject to the Community Declaration as provided therein;

WHEREAS, Neighborhood Declarant desires to designate the Neighborhood Area as a separately denominated residential Neighborhood Area 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 Neighborhood Declaration upon the Neighborhood Area as required under the terms of the Community Declaration; and

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

NOW, THEREFORE, Neighborhood Declarant hereby declares that the above recitals are true and correct, and that the Neighborhood Area, and any additional property as is hereinafter subjected to this Neighborhood 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 Neighborhood Declaration and which shall be binding on all parties having any right, title or interest in the real property subjected to this Neighborhood 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 Neighborhood Declaration.

ARTICLE I
Definitions

Section 1. "Annexation Agreement" shall mean an amendment or supplement to this Neighborhood Declaration which subjects additional property to this Neighborhood Declaration in accordance with the terms of this Neighborhood 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 Neighborhood Declaration or by contract or agreement become the responsibility of the Neighborhood Association to maintain, administer or operate.

Section 3. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Neighborhood 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. "Authorized Builder" shall mean and refer to any builder who has been authorized in writing by Neighborhood Declarant. Neighborhood Declarant, in its sole and absolute discretion, shall have the right to authorize licensed builders to construct homes in the Neighborhood Area until the last Unit remaining in the Neighborhood Area has a residence constructed thereon that has been issued a certificate of occupancy from the applicable governmental agency or _____, 20___, whichever occurs first.

Section 6. "Board of Directors" shall mean and refer to the Board of Directors of the Neighborhood Association.

Section 7. "Bylaws" shall mean and refer to the Bylaws of the Neighborhood 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 8. "Class B Control Period" shall mean and refer to the period beginning upon the filing of the Articles of Incorporation of the Neighborhood Association and continuing until the first to occur of the following:

(a) three months after ninety percent (90%) of the Units in all phases of the community that will ultimately be operated by the Neighborhood Association have been conveyed to Persons other than the Neighborhood Declarant and Authorized Builders;

(b) December 31, 2030; or

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

Section 9. "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 Neighborhood Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners. The Neighborhood 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 Neighborhood Area, Neighborhood Declarant (or Community Declarant) shall convey the Common Area, if any, to the Neighborhood Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by Neighborhood 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 Neighborhood Declaration, the Community Declaration, the Viera Stewardship District and ad valorem real property taxes for the year of conveyance. The Common Area shall not be mortgaged or conveyed (except to the Neighborhood Association) without the consent of at least two-thirds of the Owners, excluding the Neighborhood Declarant. The Neighborhood Association shall accept title to any real estate or personal property, or any interest therein, offered to the Neighborhood Association by Neighborhood 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 10. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Neighborhood 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 Neighborhood Area, including, without limitation, salaries and benefits of employees, management fees and costs, administrative expenses of operating the Neighborhood 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 Neighborhood Association pursuant to this Neighborhood Declaration, the Bylaws and the Articles of Incorporation. In the event the Community Association determines the Neighborhood Association has failed to perform its responsibilities under the Neighborhood Declaration, then the expense of those responsibilities of the Neighborhood 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 11. "Community Architectural Review Committee" or "ARC" shall mean and refer to the Community Architectural Review Committee established pursuant to the

Community Declaration, which is responsible for approving all modifications to Units after the initial construction is complete and a certificate of occupancy is issued for the residence on a Unit by the applicable governmental agency, until such time as the MRC for the Neighborhood Area is established as provided for hereinbelow.

Section 12. "Community Association" shall mean and refer to Central Viera Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

Section 13. "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 14. "Community Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 624, Public Records of Brevard County, Florida, as supplemented, restated and amended from time to time including but not limited to by that certain Supplemental Declaration and Fourteenth Amendment to the Community Declaration, and Annexation Agreement recorded in Official Records Book 6871, Page 630, Public Records of Brevard County, Florida.

Section 15. "Conservation and Preservation Areas" shall mean and refer to those areas designated by any Development Approvals for any portion of the Future Annexation Lands annexed to the Properties for conservation or preservation purposes, including but not limited to the Viera Wilderness Park, as that term is defined in the Development Order, areas of Preferred Cover Type as defined below and in the West Viera DRI-PUD approved by Brevard County and all other environmentally protected areas designated in the Development Order or the Development Approvals.

Section 16. "Development Approvals" shall mean and refer to the Development Order and any and all subdivision and other governmental permits and approvals obtained with respect to the Neighborhood Area or any part thereof, and relevant zoning and comprehensive plan designation for the Neighborhood Area or any part thereof.

Section 17. "Development Order" shall mean and refer to that certain Amended and Restated Development Order Viera Development of Regional Impact approved by Resolution 09-272 adopted by the Brevard County Board of County Commissioners on December 15, 2009, as amended and restated by the following certain resolutions: (i) Resolution 10-105 adopted by the Brevard County Board of County Commissioners on May 27, 2010, and (ii) Resolution 14-120 adopted by the Brevard County Board of County Commissioners on July 22, 2014, as the same may be amended from time to time.

Section 18. "Individual Assessment" shall mean and refer to the Assessments levied against any Units in the Neighborhood Area in accordance with Section 4 of Article VIII of this Neighborhood Declaration.

Section 19. "Modification Review Committee" or "MRC" shall mean and refer to a committee of the Neighborhood Association appointed by the Board of Directors for the Neighborhood Association pursuant to the provisions hereof which committee is charged with approving modifications to the Units after the initial construction of the residence on any Unit is completed and a certificate of occupancy is issued by the applicable governmental agency.

Section 20. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt, or other form of security deed.

Section 21. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 22. "Neighborhood Area" shall mean and refer to the real property described in Exhibit "A" and known as the Trasona East Neighborhood Area which comprises a portion of Village 1 in the records of the Community Declarant, which shall include the Neighborhood Area. Neighborhood Declarant and Community Declarant pursuant to the terms of this Neighborhood Declaration and the Community Declaration have the right as provided herein and therein, but not the obligation, to add additional property to the Neighborhood Area, which may include, without limitation, the property described generally in Article VII, Section 1 of this Neighborhood Declaration.

Section 23. "Neighborhood Association" shall mean and refer to Trasona East Neighborhood Association, Inc., a Florida not-for-profit corporation, its successors or assigns, which has been established or is being simultaneously established herewith.

Section 24. "Neighborhood 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 Neighborhood Declarant hereunder in a recorded instrument executed by the immediately preceding Neighborhood Declarant, provided, however, in no event shall there be more than one Neighborhood Declarant for the Neighborhood Area at any given time.

Section 25. "Neighborhood Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Trasona East Neighborhood Area, as supplemented and amended from time to time.

Section 26. "Neighborhood Drainage System" shall mean and refer to those incidental drainage facilities located within the Neighborhood Area which shall be operated and maintained by the Neighborhood Association such as swales, drains, inlets and catch basins and piping (i) installed to exclusively drain the Neighborhood amenities located on tracts within the Neighborhood Area which are operated and maintained by the Neighborhood Association, and (ii) installed within a Unit or tract to exclusively drain such Unit or tract and/or adjoining Units or tracts.

Section 27. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Neighborhood Area, including any builder or building contractor, and the Neighborhood Declarant, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold

under a recorded contract for deed, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be deemed the Owner.

Section 28. "Plan Review Committee" or "PRC" shall mean the Plan Review committee of Community Declarant, which has been established pursuant to section 16 and section 17 of Article V of the Community Declaration to conduct the review, approval or disapproval of construction and improvements within the Neighborhood Area in accordance with the Community Declaration.

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

Section 30. "Plat" shall mean and refer to the subdivision plat of any portion of the Neighborhood Area recorded in the Public Records of Brevard County, Florida.

Section 31. "Preferred Cover Type" shall have the meaning ascribed to it in the West Viera DRI-PUD approved by Brevard County and refer to those vegetative communities containing tree canopy located within the Neighborhood Area which are preserved and protected in accordance with the West Viera DRI-PUD.

Section 32. "Regular Assessment" shall mean and refer to the Assessments levied against all Units in the Neighborhood Area to fund Common Expenses in accordance with Section 1 of Article VII of this Neighborhood Declaration.

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

Section 34. "Stewardship Area" shall mean and refer to that portion of the Neighborhood Area owned, operated and/or maintained by the Viera Stewardship District.

Section 35. "Supplemental Declaration" shall mean and refer to an amendment or supplement to this Neighborhood Declaration which imposes expressly or by reference, additional restrictions and obligations on the land described therein.

Section 36. "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 Neighborhood Declarant may in its sole discretion amend this Neighborhood Declaration for the purpose of more specifically designating Units in the Neighborhood without the necessity of joinder of any other Person to said amendment.

Section 37. "Vacant Homesite" shall mean and refer to a Unit owned by an Owner other than Neighborhood Declarant upon which construction of a residence has not begun within six (6) months following the date of initial conveyance of the Unit by Neighborhood

Declarant. Any Unit upon which construction of a residence has commenced but is interrupted for a period exceeding three (3) months shall also be deemed a Vacant Homesite.

Section 38. "Viera Stewardship District" or "VSD" shall mean and refer to the Viera Stewardship District, an independent special district established pursuant to and governed by Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes, as a local unit of special purpose government having jurisdiction within those lands specifically provided for in the Amended Notice of Creation and Establishment of the Viera Stewardship District recorded on December 16, 2009 in Official Records Book 6081, page 1354 of the Public Records of Brevard County, Florida. The Viera Stewardship District has specific powers, responsibilities and duties with respect to providing community infrastructure and ensuring the long-term stewardship of the environmental and conservation resources within its boundaries as more particularly provided for in the Development Order.

Section 39. "VSD Drainage System" shall mean and refer to all land, easements, structures and other facilities and appurtenances which together constitute and comprise the surface water management and drainage system of those Properties which are part of the Future Annexation Lands (or portions thereof) and adjacent property as identified and designated as part of the VSD Drainage System in Annexation Agreements (and Amended and Restated Annexation Agreements), Supplemental Declarations and/or District or Neighborhood Declarations which are recorded in furtherance of and/or in accordance with the terms of this Declaration. The VSD Drainage System shall not be considered part of the Master Drainage System (as that term is defined in the Community Declaration) or the Neighborhood Drainage System for any purpose.

Section 40. "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 Neighborhood Association to be responsible for casting all votes of the membership of the Community Association attributable to Units in the Neighborhood Area 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 Neighborhood Area shall be the president of the Neighborhood Association, unless a majority of the Board of Directors shall determine to appoint another representative as the Voting Member for the Neighborhood Area. The alternate Voting Member shall be the vice president of the Neighborhood Association, unless a majority of the Board of Directors shall determine to appoint another representative as the alternate Voting Member for the Neighborhood Area.

Section 41. Defined Terms in Community Declaration. Capitalized terms not otherwise defined in the Neighborhood 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 Neighborhood Declaration as it may be amended from time to time, any easements reserved therein or granted by Neighborhood 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 Neighborhood Association or subjecting such property as Common Area to the Neighborhood Declaration. Such non-exclusive right or easement is subject to (i) the right of the Neighborhood 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 Neighborhood Association to promulgate, establish and enforce reasonable rules and regulations pertaining to the use of the Common Area; and (iii) the right of the Neighborhood 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 Neighborhood 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 from any Assessments duly levied by the Neighborhood Association, or release the Unit owned by the Owner from liens, charges, encumbrances and other provisions of this Neighborhood Declaration or the rules and regulations of the Neighborhood 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.

Section 2. Leasing. An Owner shall be allowed to lease his Unit, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the Neighborhood 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 Neighborhood Association or the Community Association. No lease of a Unit 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood Association or Community Association, the Neighborhood 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. The Neighborhood Association or the Community Association, as the case may be, shall at all times have all rights granted to it by Florida Law to notify any tenant of a Unit that the Owner of such Unit is delinquent in the payment of any Assessments to the Neighborhood Association or the Community Association, as the case may be, and to collect such past due amounts directly from the tenant in compliance with all applicable requirements imposed by Florida law.

Section 3. Time-Share Prohibition. No time sharing plan as the term is defined in Chapter 721, Florida Statutes (2014), as amended, or any similar plan of fragmented or interval ownership of Units shall be permitted on the Neighborhood Area, 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 Neighborhood Area, to use portions of the Common Area subject to such terms and conditions as the Board of Directors may impose.

Section 5. Withdrawal. Neighborhood Declarant reserves the right to amend this Neighborhood Declaration unilaterally at any time so long as Neighborhood Declarant owns any land which is subject to this Neighborhood Declaration, for the purpose of removing certain portions of the Neighborhood Area then owned by Neighborhood Declarant, its affiliates or the Neighborhood Association from the purview, operation and effect of this Neighborhood 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 of Article II. This Article shall not be amended without the written consent of Neighborhood Declarant, unless Neighborhood Declarant no longer owns any land which is subject to the Neighborhood Declaration or subject to annexation to the Neighborhood Declaration.

ARTICLE III
Neighborhood Association

Section 1. Objects, Purposes and Function. The Neighborhood 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 Neighborhood Association; subject in all cases to the right of the Community Association to act in the place and stead of the Neighborhood Association, in the event the Neighborhood Association fails to carry out its rights and

responsibilities as provided under the Neighborhood Declaration, the Articles of Incorporation and Bylaws; all as more particularly provided in this Neighborhood Declaration and in the Articles of Incorporation, Bylaws and rules of regulations of the Neighborhood 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 Neighborhood Association shall have such duties and powers as are, respectively, imposed and conferred upon it pursuant to this Neighborhood 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 Neighborhood Association has been created and established. All duties and powers of the Neighborhood Association shall be exercised by the Board of Directors unless otherwise provided in this Neighborhood Declaration, the Articles of Incorporation and the Bylaws.

Section 3. Membership. Every Owner shall be deemed to have a membership in the Neighborhood Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. The membership shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in this Neighborhood Declaration, the Articles of Incorporation, the Bylaws and rules and regulations adopted by the Neighborhood Association. Notwithstanding anything in this Neighborhood Declaration to the contrary, the fact that land or an interest in land is either vested in the VSD or other governmental entity or dedicated to public use and accepted by a governmental authority (including without limitation public schools, public streets, public parks and public easements) shall not cause such governmental authority, by virtue of such vesting or interest, to be a member of the Neighborhood Association.

Section 4. Transfer of Membership. Membership in the Neighborhood Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in a Unit. The membership of an Owner in the Neighborhood 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 Neighborhood Association. Owner agrees to immediately notify the Neighborhood Association upon such transfer and to deliver to the Neighborhood Association the address of the new Owner, and a copy of the deed conveying the Unit to the new Owner.

Section 5. Voting Rights. The Neighborhood 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: each Unit shall only be allocated one-half (1/2) vote until such time as a certificate of occupancy is issued for a residence constructed upon the Unit, after which time one (1) vote shall be allocated to the Unit.

(b) The Class "B" member shall be the Neighborhood Declarant. The Class "B" member shall have 1,000 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 Neighborhood Declaration and the Bylaws, are specified elsewhere in this Neighborhood 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 Neighborhood Declarant so determines.

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

ARTICLE IV
Maintenance

Section 1. Neighborhood Association's Responsibility. The Neighborhood Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include but not be limited to the Neighborhood Drainage System, 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, recreation and open space, utilities, private streets, medians, entry features and signage, traffic control devices and pedestrian systems, recreational amenities, if any, such as community parks, community sidewalks and trail systems, tennis courts, pavilions, mail kiosks, playgrounds, and open space, utilities, and such other actions as may be required pursuant to the terms and conditions of any agreement of the Neighborhood Association, the Neighborhood Declaration and the Community Declaration. The Neighborhood 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 Neighborhood Declaration, or by a contract or agreement for maintenance thereof by the Neighborhood Association or by a governmental entity or agency. In the discharge of its responsibilities, the Neighborhood Association shall comply fully with the Development Order and other Development Approvals to the extent relevant and applicable to the Common Area or the Neighborhood 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 as part of the Assessments.

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

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

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas, driveways, landscaping and other improvements comprising the Unit in good repair and in a manner consistent with this Neighborhood Declaration and any standard established by the Board of Directors, and in any Neighborhood planning and design criteria, as well as the Community-Wide Standard, and all applicable covenants, including those contained within the Community Declaration and the Neighborhood Declaration, unless such maintenance responsibility is otherwise assumed by or assigned to the Neighborhood Association as expressly provided for in this Neighborhood Declaration. Each Owner of a Unit adjacent to a lake, pond, retention or other stormwater management area water area shall also maintain the portion of such water area located between such Owner's Unit and the ordinary high water line of any such applicable area (provided, however, that such obligation extends to maintenance including mowing the area and erosion and irrigation repairs). In addition each Owner shall also maintain that portion of any street right-of-way located between such Owner's Unit and the street pavement within such right-of-way (including without limitation sidewalks, turf areas, trees and other landscaping) in a manner consistent with this Neighborhood Declaration and any standard established by the Board of Directors. If any Owner fails properly to perform his or her maintenance responsibility, the Neighborhood Association, in its sole discretion, shall have a right of entry upon such Unit and any adjacent areas, as applicable, and may perform such maintenance and assess all costs incurred by the Neighborhood Association (together with an overhead expense to the Neighborhood Association of fifteen percent (15%) of the total amount thereof) against the Unit and the Owner thereof in accordance with Section 4 of Article VIII of this Neighborhood Declaration; provided, however, except when entry is required due to an emergency situation, the Neighborhood Association shall afford the Owner reasonable notice and an opportunity to cure the problem of at least seven (7) business days prior to entry. The Neighborhood Association shall have no obligation to perform any such maintenance, unless required to do so under the Neighborhood Declaration or Community Declaration. The determination as to whether a Unit and all structures, parking areas, driveways, landscaping and other improvements are being maintained in good repair and in a manner consistent with the foregoing shall be made by the Board of Directors, except to the extent the ARC may otherwise determine as to the Community-Wide Standard. Notwithstanding any provision of this Declaration to the contrary, in no event shall any Owner or such Owner's tenants, invitees, guests or contractors enter upon, mow, clear, trim, modify or disturb in any manner any Conservation and Preservation Area adjoining the Owner's Unit or otherwise, provided, however, that entry upon and through a Conservation and Preservation Area is permissible within walkways, trails, paths and areas designated for such use by the entity responsible for managing and maintaining such Conservation and Preservation Areas, in its sole and absolute discretion.

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

Section 4. Determination of Neighborhood Standard. The Neighborhood Declarant or Neighborhood Association may establish a standard for the Neighborhood Area as to conduct, maintenance or other activity generally prevailing throughout the Neighborhood Area (herein referred to as the "Neighborhood Standard"), 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 Neighborhood Declarant or Neighborhood Association and may be enforced by the Neighborhood Declarant, Neighborhood Association or Community Association. Notwithstanding the foregoing, the ARC shall determine whether the Neighborhood or any portion thereof, and all structures, parking areas, landscaping and other improvements located thereon are being maintained in a manner consistent with the Community-Wide Standard.

Section 5. Vacant Homesite Maintenance. Each Vacant Homesite within the Neighborhood Area shall be maintained by the Owner thereof in a safe and attractive condition in accordance with the Neighborhood Standard (as defined in Section 4 of Article IV hereinabove). Maintenance of Vacant Homesites shall include efforts to keep debris and other trash from accumulating. All costs relating to the maintenance of Vacant Homesites shall be the responsibility of the Owners thereof.

Section 6. Maintenance of VSD Drainage System. The Viera Stewardship District shall own, operate and/or maintain the VSD Drainage System. The VSD Drainage System shall be part of the Stewardship Area and as such shall be maintained, operated and repaired by the VSD in compliance with all terms and conditions set forth in the permit or permits issued with respect to the VSD Drainage System or any portion thereof by the St. Johns River Water Management District. Notwithstanding the forgoing, (i) an Owner of a Unit adjacent to a lake, pond or other water area within the VSD Drainage System shall be responsible for maintaining the upland portion of such lake, pond, or other water area adjacent to that Owner's Unit, as provided for in section 2 hereinabove of this Article IV, and (ii) the Neighborhood Association, if it owns the tract containing the lake, pond or other water area, shall be responsible for maintenance of the upland portion of such area located within the tract owned by the Neighborhood Association, except in areas where (i) above applies.

ARTICLE V
Architectural Standards

Section 1. Initial Construction of Buildings and Improvements Subject to Approval. Only Authorized Builders will be permitted to build within the Neighborhood Area. The initial construction of buildings and related improvements within the Neighborhood Area shall be subject to the approval of the Community Declarant through the PRC. No initial construction of buildings and related improvements (including, without limitation, staking, clearing, grading and other site work, plantings and landscaping, and the construction of buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs or other improvements of any kind, nature or description) shall be commenced, constructed, maintained or otherwise take place upon any portion of the Neighborhood Area except in strict compliance with this Article, and in compliance and conformance with any plans approved pursuant to this Article after fully meeting the requirements of this Article, and after the approval of the

appropriate entities has been obtained. The requirements for approval by the Community Declarant pursuant to this Article is imposed as contemplated by Section 16 of Article V of the Community Declaration.

Section 2. Plan Review Committee. The Community Declarant, acting through the Plan Review Committee, shall have exclusive jurisdiction over, and the right to review and approve or disapprove, the initial construction of all buildings and improvements on the Neighborhood Area or any portion thereof, including without limitation the activities set out in Section 1 of this Article. Any review by, and approval or disapproval of, the PRC shall take into account the objects and purposes of this Neighborhood Declaration and the requirements of the Design Review Manual. Such review by and approval of the PRC shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvements under review, and the compatibility and harmony of same with other contiguous, adjacent and nearby structures and other improvements, and the topography, finish grade elevation, and other physical characteristics and the proposed location of same and in relation to the character of the Neighborhood Area in general.

Section 3. Design Review Manual. The Design Review Manual shall govern the development of Units within the Neighborhood Area and the construction of buildings and improvements thereon. The PRC shall utilize and refer to the Design Review Manual in connection with its review of all proposed initial construction of buildings and improvements pursuant to this Article. The Design Review Manual shall also be utilized by the MRC in connection with its review of installation, construction or modifications taking place after initial development and construction. The Design Review Manual shall constitute a part of the Planning and Design Criteria, as defined in and provided for in the Community Declaration, and shall be the exclusive architectural and design guidelines applicable to the Neighborhood Area.

Section 4. Duration of Approval. Any approval of plans, specifications and other materials, by the PRC shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the PRC on resubmission in any respect.

Section 5. Neighborhood Declarant and Community Declarant Exempt. The Neighborhood Declarant and the Community Declarant shall be exempt from compliance with the provisions of this Article V.

Section 6. Time Limitation on Review. The PRC shall have forty-five (45) days after delivery to the Community Declarant's principal office of all required and requested information, to approve or reject any submissions subject to approval under this Article, and if not rejected within such 45 day period, said plans shall be deemed approved; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this

Neighborhood Declaration and also subject to the provisions of the Design Review Manual. All work done after receiving the approval of the PRC shall be subject to the inspection by, and final approval of, such committee as appropriate, to determine compliance with the Design Review Manual and plans and specifications submitted and approved by such committee.

Section 7. No Waiver of Future Approvals. The approval of the PRC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 8. Variance. The PRC, in its sole and absolute discretion, may authorize variances from compliance with any of the provisions of its guidelines and procedures, including the Design Review Manual, when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require. No variance shall (a) be effective unless in writing, or (b) prevent the PRC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain (a) an approval of any governmental agency or (b) the issuance of any permit shall not be considered a hardship warranting a variance.

Section 9. Fees and Deposits. The PRC shall have the power and authority to establish and collect fees and to require deposits in connection with its review and approval procedures, including fees of professional consultants, if any, and of members of the PRC, as well as taking into account the costs and expenses associated with the development, formulation and publication of the Design Review Manual.

Section 10. No Liability. No approval given by the PRC shall impose any responsibility or liability whatsoever on the PRC or on the Community Declarant, or any member, employee, officer, director or agent of any either of them, including, without limitation, for: (i) the structural adequacy or integrity of buildings and improvements for which plans are approved; (ii) any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or (iii) any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval, or disapproval. The review and approval process provided in this Article pertains only to compliance with the provisions provided hereunder and does not include review or approval for compliance with any applicable governmental regulations, including without limitation, any applicable building or zoning laws, ordinances, rules and regulations.

Article VI
Use Restrictions

The Neighborhood Area 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 Neighborhood 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 Neighborhood Area may be made, nor may any application therefor be made to any governmental authority, without the prior written approval of the Neighborhood Declarant, as long as Neighborhood Declarant owns any land within the Neighborhood Area or which may be annexed thereto.

The Neighborhood Area shall also be subject to such further restrictions as Neighborhood Declarant may impose under and by virtue of deeds to Owners. Restrictions identified in any such deed as being enforceable by the Neighborhood Association shall be enforceable by the Neighborhood Association, acting through the Board of Directors, in the same manner as if such restrictions were set forth in this Neighborhood 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 Neighborhood Declaration and to enforce deed restrictions on the Neighborhood Area which may be enforced by the Neighborhood Association.

The Neighborhood Association, acting through its Board of Directors, shall have the authority to make, enforce, amend and delete standards and restrictions governing use of the Neighborhood Area 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 in the same manner as delinquent Assessments, all as more particularly set forth in the Bylaws. During such time as Neighborhood Declarant owns any land which is subject to the Neighborhood Declaration, any standards and restrictions governing the use of the Neighborhood Area made or amended shall not apply to the Neighborhood Declarant and that portion of the Neighborhood Area owned by it unless Neighborhood Declarant consents thereto.

The PRC shall have the authority, on behalf of the Neighborhood Declarant or the Community Declarant, as the case may be, to prepare and promulgate individual design and development guidelines and application and review procedures for the Neighborhood Area, which such guidelines and procedures may differ from those promulgated generally for other portions of the Properties which are subject to the Community Declaration. No construction, improvements, excavations, plantings, landscaping or any other activity of any kind, nature or description identified in Article V, Section 1 of the Community Declaration or referred to in Article X, Section 14 of this Neighborhood Declaration shall be commenced or otherwise undertaken upon or in the Neighborhood Area except in strict compliance with the provisions of Article V of the Community Declaration, as the same may be implemented or applied by the PRC with respect to the Neighborhood Area. Nothing in this Neighborhood Declaration shall diminish the authority of the PRC as set forth in the Community Declaration, nor limit the authority of the PRC to delegate or assign its authority to an appropriate board or committee of the Neighborhood Association pursuant to the relevant provisions of the Community Declaration. The PRC shall have full authority to prepare and amend any guidelines and

procedures referenced hereunder, and shall make the guidelines and procedures, upon request, available through the Community Association to Owners, builders and developers who seek to engage in development of or construction upon the Neighborhood Area, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

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 Neighborhood Area.

Section 2. Water Conservation. The following restrictions shall apply to all Units and water use within the Neighborhood Area:

(a) Water conserving devices, fixtures, and appliances shall be used in all residences constructed on Units.

(b) Private irrigation wells are prohibited on Units.

(c) Water flows and distribution systems for landscape irrigation on each Unit shall be managed using rain sensors, soil moisture sensors, or other smart irrigation technology in addition to meeting the requirements listed in Section 3 below.

(d) No invasive exotic plant species shall be planted within any Unit.

(e) For in-ground irrigation systems, turf grass and landscaped bed areas shall be irrigated by different zones of the irrigation system to avoid over-watering native or drought-tolerant vegetation when irrigating turf zone(s).

(f) Root balls of plants, shrubs or trees located adjacent to any building foundation on a Unit shall be located at least 2.5 feet on center from such foundation.

(g) Plants, shrubs and trees used on each Unit shall be shall be compatible with site-specific conditions such as sunlight, soil types, and salinity; and grouped based on similar moisture and maintenance requirements.

(h) Irrigation systems installed on a Unit shall be maintained free from leaks and irrigation heads shall be spaced to not exceed 50% of the nozzle throw diameter. Irrigation areas less than 4 feet wide shall be irrigated with correctly designed and installed micro-irrigation systems. Irrigation heads and emitters shall be located not less than 2 feet from any structure. Irrigation water shall be applied in spray patterns minimizing overspray on buildings and impervious surfaces. Each irrigation system installed within a Unit shall be equipped and maintained with an automatic controller which is rain shut-off capable. Owners selling a Unit shall provide the purchaser with a controller handbook and irrigation system operating instructions.

(i) Irrigation of sod and landscaping on a Unit shall not exceed 21 gallons (34 inches) per square foot annually and the controller shall be set in compliance with all applicable water restrictions imposed by any governmental authority.

(j) Only non-potable water shall be used for irrigation within the Neighborhood Area.

Section 3. Landscaping. Landscaping on any portion of the Neighborhood Area and stormwater drainage and retention features located on and serving only a Unit (and not a part of the VSD Drainage System or Neighborhood Drainage System) shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof consistent with the Neighborhood–Wide Standard and any landscape design criteria for the Neighborhood as may be promulgated and amended by the PRC from time to time. Declarant hereby specifically provides that any landscape design criteria may be amended by the PRC from time to time, in whole or in part, 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 Neighborhood Area. Neither this section 3 of Article VI nor the any landscape design criteria for the Neighborhood Area shall prohibit or be construed to prohibit "xeriscape" or "Florida-friendly" landscaping on any Unit. TREES AND SHRUBS SHALL NOT BE PLANTED ON ANY UNIT WITHIN A DRAINAGE EASEMENT SHOWN ON ANY PLAT OF THE NEIGHBORHOOD AREA UNLESS APPROVED IN WRITING IN ADVANCE INITIALLY BY THE PRC AND AFTER THE INITIAL APPROVAL LATER BY EITHER THE ARC OR THE MRC, AS THE CASE MAY BE, AND IF APPROVED, THE OWNER ASSUMES ALL RISK OF DAMAGE OR DESTRUCTION OF SUCH LANDSCAPING WHICH MAY BE CAUSED BY THE NEIGHBORHOOD ASSOCIATION OR ITS AGENTS PREFORMING REQUIRED MAINTENANCE WITHIN THE DRAINAGE EASEMENT AND SHALL BE REQUIRED TO REPLACE SUCH LANDSCAPING IN SUCH EVENT.

Section 4. Florida Friendly Landscaping. Each Owner shall follow best management practices cited by the University of Florida in the Institute of Food and Agricultural Sciences' "A Guide to Florida-Friendly Landscaping" for landscape installation, irrigation, and fertilizer and pesticide applications upon the Owner's Unit. Best management practices which each Owner shall follow include:

(a) Design and maintain landscape in a manner which minimizes required fertilizer applications and fertilizer impacts to the environment.

(b) Use preferred plant materials as described in A Guide to Florida-Friendly Landscaping.

(c) Use appropriate types of fertilizer to avoid the release of excess nutrients.

(d) Apply fertilizers and pesticides in accordance with rates and frequency complying with the manufacturer's instructions.

(e) Watering schedules which properly irrigate the Unit's landscaping without over-watering any particular part of such landscaping.

(f) Properly design and maintain drainage control systems, such as swales and slopes, to maintain positive drainage.

(g) Organic mulch shall be used and applied to landscaped areas to a depth of 2 to 4 inches, leaving a 2-inch space around the base of plant.

Section 5. Florida Yards and Neighborhoods Checklist. Each Owner is encouraged to follow the University of Florida's "Florida Yards and Neighborhoods Recognition Checklist" (January 2007 version) as the applicable landscape standard for use within the Annexation Lands.

Section 6. Exotic Plants Prohibited. Within the Neighborhood Area, plants listed on the most current edition of Florida Exotic Pest Council's "List of Invasive Plant Species" are prohibited for use and cannot be used as landscape material.

Section 7. Continuing Landscaping Education. The Board of Directors shall use diligent effort to keep Owners informed as to applicable landscape standards and best management practices for Units within the Neighborhood Area, including, but not limited to, providing Owners of Units sold on the re-sale market with copies of the applicable landscaping standards in appropriate form and a world wide web address where additional information concerning the environmentally friendly use and application of water, fertilizers and pesticides.

Section 8. Integrated Pest Management ("IPM"). The Neighborhood Association and Owners are encouraged to utilize IPM to augment other commercially–accepted pest control methods. IPM may involve the monitoring of sites for pest-related problems, determining when a problem needs attention and taking appropriate action with the least amount of environmental impact. IPM will maximize the use of biological controls, organic pest control methods, insecticidal soaps, and fish oils beneficial for lowering the environmental impact of pest control.

Section 9. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain on any portion of the Neighborhood Area 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 Neighborhood Area or Properties.

Section 10. Storage. Unless specially approved by the PRC, no materials, supplies or equipment (except during the construction of improvements) shall be stored on any portion of the Neighborhood Area, except inside a residence and the garage. No storage buildings or sheds are permitted on any Unit. The foregoing provisions shall not apply to the Community Declarant or the Neighborhood Declarant.

Section 11. 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, except as

otherwise expressly permitted by the PRC. Additionally, no trees may be planted on any Unit within a utility easement or right of way, except as otherwise expressly permitted by the PRC.

Section 12. Signs. With the exception of one "For Sale" or "For Lease" sign per Unit, which sign must be in compliance with the design established by the PRC or the MRC, as the case may be, and one political sign per Unit not to exceed the size established by the MRC, no sign of any kind shall be erected on any portion of the Neighborhood Area without the prior written consent of the ARC or the MRC, as the case may be. Such restriction on signage shall not apply to the Neighborhood Declarant as long as the Neighborhood Declarant owns Area within the Neighborhood Area. Additionally, the PRC, the ARC or the MRC, as the case may be, may establish reasonable guidelines from time to time regulating the aesthetic appearance of any signage and the time period for which such signage may be erected within the Neighborhood Area.

Section 13. Parking and Garages. Owners and their guests or invitees shall park only in their garages or in the driveways serving their Units 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 (except as permitted by Brevard County), or on yards, medians or the Common Area (unless the Neighborhood 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, and as otherwise permitted by Brevard County, as long as no driveways are blocked. Parking spaces and parking areas located within the right-of-way of any street or right-of-way shown on a Plat and dedicated to Brevard County thereon as a public street or right-of-way, are intended for use by the general public and such parking spaces and areas shall neither be Common Area nor designated or assigned in any manner for the exclusive or non-exclusive use by the Owner of any Unit or such Owner's family, guests or invitees. All commercial vehicles, recreational vehicles, buses, trucks, pick-up trucks (other than stock or reasonably modified pick-up trucks and 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 any street or alley adjacent to such Unit shall not be permitted unless otherwise permitted by the Neighborhood Association. Notwithstanding anything in the preceding sentence to the contrary, a recreational vehicle, boat and/or boat trailer may be kept within the driveway of a 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 PRC, 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. 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 of any Unit in the same manner as provided hereinabove for private noncommercial vehicles. (This section shall not apply to construction or similar vehicles or construction trailers which may be parked on an Unit, but only during such reasonable period of time within which construction of improvements thereon is occurring.)

Section 14. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any portion of the Neighborhood Area, with the exception of dogs, cats, or other usual and common domesticated household pets, which may be kept or permitted in a reasonable number so as not to create a nuisance as determined by the Neighborhood Association, provided same are not bred for commercial use or sale; and provided, however, those pets which are permitted shall be sheltered inside structures and attended to in a reasonable manner. All dogs, cats and other household pets permitted hereunder must be leashed when outside the exterior boundaries of any Unit and shall not be permitted to run loose, except such pet, under the supervision of the Owner or Owner's representative, may be unleashed within the Owner's Unit and any designated dog park enclosure located within the Neighborhood Area which is owned and/or controlled by the Neighborhood Association or the Community Association. No pet or animal shall be "tied out" in a yard or otherwise left unattended in a yard in such a manner which creates a nuisance under Section 15 below. Every person walking a pet shall collect and properly dispose of all animal waste matter created by the pet. Each Owner shall be responsible for all activities of such Owner's pets. A determination by the Board of Directors that a pet is a nuisance or constitutes a danger to residents within the Neighborhood Area shall be conclusive and binding on all parties. When the Board of Directors determines that a pet must be removed from the Neighborhood Area because it constitutes a nuisance or a danger and so notifies the Owner of the Unit in which such pet resides, the pet shall be removed permanently from the Neighborhood Area (including within any Unit) within seventy-two (72) hours of the Owner's receipt of such notice.

Section 15. Nuisance. No portion of the Neighborhood Area shall be used, in whole or in part, for the storage of any property or thing that will cause such portion of the Neighborhood Area 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 Neighborhood Area 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 persons of ordinary sensibilities, or which shall be a source of material and unreasonable annoyance or discomfort to Owners or their tenants or invitees having ordinary sensibilities, or which materially and unreasonably interferes with the peaceful possession and enjoyment of the Neighborhood Area. No illegal, noxious, or offensive activity shall be carried on or conducted upon any portion of the Neighborhood Area. 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 Neighborhood Area and shall not be visible to view. Notwithstanding the foregoing, construction activity which occurs on the Neighborhood Area in accordance with the terms of the Neighborhood Declaration and the Community

Declaration shall not be deemed a nuisance pursuant to this provision. The Board of Directors shall be empowered to determine if any use within the Neighborhood Area constitutes an offensive use or activity pursuant to the provisions of this Declaration.

Section 16. 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 Neighborhood Area, including any Unit unless it is installed in accordance with the policy statement approved and issued by the Community Association as the same may be amended from time-to-time. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

Section 17. Clotheslines, Garbage Cans, Yard Waste, Storage Containers and External Equipment. All clotheslines, garbage cans, storage containers, air-conditioning compressors, pool pumps and other similar items of external equipment together with containers for household waste, yard waste and recyclables, shall be screened by vegetation, masonry walls or enclosures approved by the PRC, so as to be concealed from view from the street on which such Unit faces. Owners shall not place any garbage cans out at the end of their driveways for pick-up more than twenty-four (24) hours ahead of the scheduled pick-up dates. All yard waste associated with a Unit shall be picked up and removed therefrom within seven (7) days of it being accumulated and placed at the end of a Unit's driveway or on a portion of a Unit adjacent to the road right of way unless otherwise permitted by the Board of Directors for the Neighborhood Association for extenuating circumstances beyond an Owner's control, including without limitation, labor strikes, hurricanes, or other acts of God.

Section 18. Swimming Pools. No above ground swimming pools shall be erected, constructed or installed on any portion of the Neighborhood Area unless such structure is located within the residence constructed on a Unit.

Section 19. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon any portion of the Neighborhood Area, any tent or trailer or any structure of a temporary nature, without obtaining the prior written approval from the Neighborhood Association. Provided, however, notwithstanding anything herein to the contrary, an Owner may erect, without the prior approval of the Board of Directors, a tent or inflatable play structure such as a "bounce house" on such Owner's Unit for purposes of a private party or function for a period of time not to exceed forty-eight (48) hours, provided such right to erect a tent or inflatable play structure may not be exercised more than twice during each calendar quarter.

Section 20. Drainage. All storm water from any portion of the Neighborhood Area shall only drain into or onto contiguous or adjacent street rights-of-way, swales, drainage easements, retention areas, Common Area or Areas of Common Responsibility in the manner approved by the owner and/or operator of the VSD Drainage System or the Neighborhood Drainage System, as the case may be, if such drainage is part of the VSD Drainage System or the Neighborhood Drainage System, respectively. If such drainage is not to be a part of the VSD Drainage System or the Neighborhood Drainage System, then the manner of its drainage shall be approved by the PRC. No Owner (other than the Neighborhood Declarant) shall be permitted to alter the grade of or original drainage plan for any portion of the Neighborhood Area, or change

the direction of, obstruct, alter or retard the flow of surface water drainage, or erect, place or maintain any structure which shall in any way obstruct drainage devices or facilities or impede their efficient operation unless approved by the PRC and the owner and operator of the VSD Drainage System or the Neighborhood Drainage System, as the case may be, if such drainage is part of the VSD Drainage System or the Neighborhood Drainage System, respectively. Without limiting the generality of the preceding sentence, to the extent any drainage swale or swales or portions thereof have been constructed or developed on any Unit as part of the Neighborhood Drainage System, for the purpose of managing and containing the flow of stormwater, the Owner of such Unit shall be responsible for the maintenance, operation and repair of such swale or swales or portions thereof on the Owner's Unit. For purposes of the preceding sentence, the term "maintenance, operation and repair" shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management functions as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or other activities that otherwise obstruct the flow of stormwater in swales is prohibited. No alteration of any drainage swale shall be authorized unless expressly permitted by the PRC, the Neighborhood Association, the VSD and the St. Johns River Water Management District, as applicable. Any damage to any drainage swale, whether occasioned by natural or man-made cause, shall be repaired and the drainage swale returned to its former condition by the Owner or Owners of the Unit on which the swale is located. No modification to the VSD Drainage System or the Neighborhood Drainage System shall be made without the prior written approval of the owner and operator of the VSD Drainage System or the Neighborhood Drainage System, as applicable. No Person shall alter the drainage flow of either the VSD Drainage System or the Neighborhood Drainage System, including buffer areas or swales, without the prior written approval of the owner or operator of such system, the PRC and the St. Johns River Water Management District. The discharge of any liquid or solid waste, including but not limited to pool/spa water, into the stormwater ponds, swales, drains or any other facility designed to direct drainage into the VSD Drainage System or the Neighborhood Drainage System shall be specifically prohibited unless otherwise approved by the PRC.

Section 21. Lakes, Ponds, Retention and Other Water Areas; Hedging and Landscaping. Units shall not have riparian rights to access or use lakes, ponds, retention and other water areas. Access to and use of lakes, ponds, retention and other water areas within the Neighborhood Area shall be governed and controlled by the Neighborhood Association or the Community Association, a the case may be. 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 Neighborhood Area. Private docks and other structures or improvements within lakes, ponds, retention and other water areas within the Neighborhood Area are not permitted. 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 Neighborhood Area which borders any lake, pond, retention or other water area. On those portions of Units bordering lakes, ponds, retention and other water areas, Owners may install landscaping that does not materially obstruct the view of other Units and which is expressly approved by the PRC for initial construction in a Unit, and thereafter by the ARC or the MRC, as the case may be. The determination as to whether a Unit's requested landscaping "materially obstructs" the view of a Unit shall be determined by the PRC, the ARC or the MRC, as the case may be, in its sole and absolute discretion. The Neighborhood

Association may establish rules and regulations relevant to access and use of lakes, ponds, retention and other water areas within the Neighborhood Area for the limited purposes of fishing and the use of lake slopes, provided no access or use of those areas shall interfere with the operation and/or maintenance of the VSD Drainage System, as determined by the VSD. To the extent the rules and regulations of the Neighborhood Association 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 Neighborhood Declarant or any other party to provide supervisory personnel or lifeguards. At such time as Neighborhood Declarant no longer owns any property which is subject to this Neighborhood Declaration or which can be annexed to the Neighborhood Area, or at such earlier time as Neighborhood Declarant in its sole discretion may determine, the rights reserved to Neighborhood Declarant in this section, if any, shall become rights of the Neighborhood 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, NEIGHBORHOOD DECLARANT, THE NEIGHBORHOOD ASSOCIATION OR THE VSD THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.

Section 22. Walls, Fences and Mailboxes. No fences or walls are permitted anywhere in the Neighborhood Area unless approved in advance in writing by the PRC and constructed in strict accordance with fence guidelines approved and issued by the PRC. Any fence permitted in the Neighborhood Area must be constructed in a manner and according to specifications approved by the PRC. Units located adjacent to a lake or other water area shall only be permitted to install fencing on such Unit constructed of aluminum material, and as further approved by the PRC. No mailbox of any kind shall be erected on any portion of the Neighborhood Area other than, and except for, cluster and central mailbox systems, unless otherwise approved by the United States Postal Service and the PRC or the ARC, as the case may be.

Section 23. No Alteration without PRC, ARC or MRC Approval. No alteration of the Unit is permitted, nor are aluminum porches, additions or appendages to or repainting of the improvements originally approved by the PRC, the ARC or the MRC for the Unit allowed, without the prior written approval of the ARC or the MRC, as the case may be.

Section 24. 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 such vehicles by the Board of Directors or the Neighborhood Declarant and in such case only to the extent specifically authorized). In no event shall any person operate a motorized vehicle anywhere within the Neighborhood Area, except in accordance with rules and regulations promulgated by the Board of Directors, excluding public roads and sidewalks designated by Brevard County as multi-use sidewalks allowing such use. Notwithstanding the foregoing, golf cart use on any Common Area intended by the Neighborhood Declarant to be a multi-use facility allowing such use, shall not be prohibited by the Board of Directors without the express written consent of the Neighborhood Declarant. Any permitted use of motorized

vehicles within the Neighborhood Area shall be at the sole risk of operator thereof and no action shall be asserted or commenced against the Neighborhood Association or the Neighborhood Declarant 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, by acceptance of a deed conveying a Unit to such Owner thereby indemnifies the Neighborhood Association and the Neighborhood Declarant 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 25. Tele-Communications System. Each Unit shall be wired for cable television and telecommunication services at the time of initial construction in accordance with planning design criteria promulgated by the PRC from time to time.

Section 26. Community-Wide Standard. The Neighborhood Area shall comply with the Community-Wide Standard, the terms and conditions of the Community Declaration, and any landscape or planning design criteria promulgated by the PRC at any time and from time to time. .

Section 27. Development Order. Each Owner shall comply, at its expense, with the requirements of the Development Order as it relates to the Unit owned by it and each Owner shall otherwise cooperate with the Community Declarant, Neighborhood Declarant, Community Association and Neighborhood Association in their efforts to comply with the provisions of the Development Order.

Section 28. Occupants Bound. All provisions of the Neighborhood 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 Neighborhood Area.

Section 29. Subdivision of Portion of the Neighborhood Area. As long as Neighborhood Declarant owns any land which is subject to this Declaration or which under the terms of this Neighborhood Declaration could be annexed to the Neighborhood Area, no portion of the Neighborhood Area shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit, less than the whole thereof, be sold, conveyed or transferred except with the prior written approval of the Neighborhood Declarant, which approval may be granted or withheld in the sole discretion of Neighborhood Declarant. Thereafter, no portion of the Neighborhood Area shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit, less than the whole thereof, be sold, conveyed or transferred except with the prior written approval of the Neighborhood 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. Neighborhood Declarant, however, hereby expressly reserves the right to plat, replat, subdivide or change the boundary lines of any portion of the Neighborhood Area owned by the Neighborhood Declarant and the right to sell, convey or transfer any portion of a Unit less than the whole thereof, without notice to or the approval or consent of any Person being required.

Section 30. 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 31. 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 PRC.

Section 32. 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 33. 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 without the prior written approval of the MRC. This Section shall not apply to the temporary display of residential decorations celebrating customary holidays; provided, however, that such displays shall be subject to specific rules, requirements and limitations from time to time promulgated by the Board of Directors in its discretion. This Section 33 of Article VI does not prohibit and shall not be construed to prohibit the display of one United States flag by a Unit Owner, provided such flag is flown in a respectful 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 34. 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 PRC. 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 PRC, as the same may be amended from time to time.

Section 35. Visibility on Corners. Notwithstanding anything to the contrary in this Article VI, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the PRC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Unit where such obstruction would create a traffic hazard pursuant to applicable governmental requirements, and each Owner shall maintain landscaping located on such Owner's Unit in a manner which maintains visibility at street intersections in accordance with applicable governmental requirements.

Section 36. Conservation and Preservation Areas. The Neighborhood Area may contain or be adjacent to Conservation and Preservation Areas (as defined in Article I, Section 15

of this Neighborhood Declaration). 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 or the Viera Stewardship District, as the case may be, in their natural state. No Owner shall have the right, under any circumstances, to disturb or alter such areas.

Section 37. Natural Resource Land Management Practices. **EACH OWNER IS HEREBY NOTIFIED THAT THE NEIGHBORHOOD AREA AND EACH UNIT THEREIN IS LOCATED NEAR THE RIVER LAKES CONSERVATION AREA (MANAGED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT) AND THE VIERA WILDERNESS PARK (MANAGED BY THE VSD), AND THAT EACH OF THESE AREAS IS MANAGED IN ACCORDANCE WITH A VARIETY OF NATURAL RESOURCE LAND MANAGEMENT PRACTICES, INCLUDING PRESCRIBED FIRE. PRESCRIBED FIRE IS AN IMPORTANT MANAGEMENT TOOL REQUIRING PERIODIC BURNING OF MANAGED AREAS TO MIMIC THE NATURAL FIRE CYCLE THEREBY PREVENTING THE BUILDUP OF FUELS CONDUCIVE TO UNCONTROLLED FIRES, CONTROLLING INVASIVE VEGETATION AND MAINTAINING NATIVE HABITAT. DURING SUCH PRESCRIBED FIRE EVENTS, UNITS MAY BE AFFECTED BY SMOKE, ODOR, AIR BOURNE IRRITANTS AND ACCUMULATIONS OF ASH.**

Section 38. 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. No awnings, canopies or decorative shutters shall be affixed to the exterior of a Unit without the prior written approval of the PRC for initial construction of a residence, and thereafter by the ARC or the MRC, as the case may be. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the PRC.

Section 39. 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 or in any Conservation and Preservation Areas by any Owner or other occupant of the Neighborhood Area. The preceding sentence shall not affect or be construed to affect or diminish the obligation of each Owner (i) to maintain any street right-of-way between such Owner's Unit and the street pavement within such right-of-way as set forth in Section 2 of Article IV hereinabove, and (ii) to maintain the portion of the water area located between such Owner's Unit and the ordinary high water line of any such applicable area as set forth in Section 2 of Article IV hereinabove.

Section 40. Residential Use Only. Except as used by the Neighborhood Declarant or an Authorized Builder who owns or leases a Unit, solely in connection with the sale and marketing of such Authorized Builder's product line in the Neighborhood Area or the Properties in general, each Unit shall be used for residential purposes only; provided (subject to Section 41 hereinbelow) that occupations carried on in a Unit are permitted only if such use is incidental to that 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, unless permitted by local zoning regulations and/or state or federal governmental regulations, and shall obtain prior approval from all authorities having jurisdiction over the use of the Unit. Specifically, an Authorized Builder who owns or leases a Unit may use such Unit as a model/sales home for purposes of marketing such Authorized Builder's product line for sale within the Neighborhood Area or the Properties in general.

Section 41. 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. If zoning regulations change after the effective date of this Declaration 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 the Owner's 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 42. Disputes as to Use. If there is any dispute as to whether the use of any portion of the Neighborhood Area complies with this Neighborhood Declaration, such dispute shall, prior to the expiration of the Class "B" Control Period, be decided by Neighborhood Declarant, and thereafter by the Neighborhood Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 43. 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 Neighborhood Area within fourteen (14) days following written notice by the Neighborhood Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, then the Neighborhood 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 Neighborhood Area, 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 Neighborhood Association of fifteen percent (15%) of the total amount thereof shall be payable by the owner of the affected portion of the Neighborhood Area to the Neighborhood 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 Neighborhood Area. The Neighborhood Association may place a lien upon such portion of the Neighborhood Area to recover such costs and expenses, as provided in Article VIII hereof, and the Neighborhood Association may seek all other legal and equitable remedies available to it. The Neighborhood 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 Neighborhood Association hereunder may also be exercised by the Community Association as further provided in this Neighborhood Declaration.

ARTICLE VII
Annexation of Additional Property

Section 1. Annexation. As the owner thereof, or if not the owner, with the consent of the owner thereof, Neighborhood 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 Neighborhood Area any additional property (i) which is either abutting the Neighborhood Area (including additions thereto), which shall include properties which would abut the Neighborhood Area but for the existence of a road right-of-way, easement or other similar property grant separating it from the Neighborhood Area, 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 Neighborhood Declarant. This right of annexation by Neighborhood Declarant shall exist until Neighborhood Declarant no longer owns any property within the Neighborhood Area or within the additional property described above which may be the subject of annexation to the Neighborhood Area. 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 Neighborhood Area and Exhibit "A", thereby submitting same to the terms of the Neighborhood 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. Neighborhood 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 Neighborhood Declarant, provided that such transferee or assignee shall be the owner of at least a portion of the Neighborhood Area or the additional property which may be the subject of annexation to the Neighborhood Area, and that such transfer is memorialized in a written, recorded instrument executed by Neighborhood Declarant. Nothing herein shall obligate Neighborhood Declarant to annex additional real property into the Neighborhood Area, nor to continue with annexation, if and when it may be commenced.

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

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

ARTICLE VIII
Assessments

Section 1. Creation of Assessments. There are hereby created Regular Assessments for Common Expenses as may from time to time specifically be authorized by the Neighborhood 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 VIII, Section 3 or Section 4, Assessments shall be levied on all Units according to the following formula:

(a) Assignment of Points. Each Unit shall be allocated one-half (1/2) point until such time as a certificate of occupancy is issued for a residence constructed upon the Unit, after which time one (1) point shall be allocated to the Unit. The reduced point assignment provided for by the immediately preceding sentence is provided for in recognition of the fact that Units as to which certificates of occupancy have not been issued receive reduced levels of services from the Neighborhood Association due to the fact that there are no residents of the applicable Units.

(b) Computation of Assessments.

The percentage of the total Assessment to be levied on a particular Unit shall be computed by dividing the total points assigned to that Unit subject to the Assessment by the total points for all Units in the Neighborhood Area subject to the Assessment. The percentage of the total Assessment for each Unit subject to Assessment shall be computed annually by the Neighborhood Association. The Neighborhood 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 Neighborhood Area during the applicable fiscal year. The Assessment for a Unit shall be set by and based upon an annual budget adopted by the Board of Directors (as it may be amended from time to time). Upon annexation of additional property into the Neighborhood Area, the assessment amount per Unit 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 by the Board of Directors with the additional annexed property being included in the calculation.

Special Assessments shall be levied as provided in Section 3 or Section 4 of this Article VIII. Each Owner, by acceptance of a deed or recorded contract for deed to any portion of the Neighborhood Area, 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 against which each Assessment is made. In the event the Neighborhood Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Neighborhood Association for the payment of any Assessment or other sum due to the Neighborhood Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Neighborhood Association for such bank service charge or fee incurred, together with an administrative processing fee in such amount as determined by the Board of Directors.

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 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 7 of this Article VIII with respect to any first Mortgagee who obtains title to a Unit pursuant to the foreclosure of a first Mortgage or pursuant to a deed in lieu of foreclosure of a first Mortgage.

The Neighborhood 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. Such certificate shall be conclusive evidence of payment to the Neighborhood Association of such Assessment therein stated to have been paid. The Neighborhood 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 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 Neighborhood Association to take some action or perform some function required to be taken or performed by the Neighborhood Association under this Neighborhood Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Neighborhood 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, Neighborhood Declarant may elect, in lieu of paying Assessments on its unsold Units, to pay the difference between the amount of

Assessments levied on all Units subject to Assessment (except Neighborhood Declarant's unsold Units) and the amount of actual expenditures required during the fiscal year by the Neighborhood Association. However, Neighborhood Declarant may exclude from such amount the portion of any reserves which would otherwise be attributable to Units owned by the Neighborhood 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 Neighborhood Declarant and the value of such services shall be established by Neighborhood Declarant or by a written statement of the service or material provider.

The Neighborhood 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 Neighborhood 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, in its sole and absolute discretion, to prepare and adopt a budget for the Neighborhood Association and to levy Assessments pursuant to such budget. 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 Neighborhood 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 for the following fiscal year, calculated as provided in Section 1 of this Article. Such budget and Regular Assessment shall become effective upon adoption of the budget by the Board of Directors.

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

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

Section 3. Special Assessments. In addition to the Regular Assessments authorized in Section 1 of this Article, the Neighborhood 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 Neighborhood Association's duties and obligations pursuant to this Neighborhood 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 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 Neighborhood Declarant is subsidizing the Regular Assessments as provided in Section 1 of this Article at the time of such Special Assessment, the Neighborhood 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 it owns.

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

Section 4. Individual Assessments. After the Neighborhood Association has mailed written notice to an Owner of a Unit at such Owner's last known address, specifying the noncompliance of such Unit with the terms and conditions of the Neighborhood Declaration, the Neighborhood Association, through its Board of Directors as provided below, may levy and collect an Individual Assessment against any Owner individually and against such Owner's Unit to reimburse the Neighborhood Association for costs and expenses incurred in bringing an Owner and his Unit into compliance with the provisions of this Neighborhood Declaration (including without limitation an overhead expense of fifteen percent (15%) of the total costs and expenses payable to the Neighborhood Association). Additionally, an Individual Assessment can be levied by the Board of Directors for those expenses directly related to providing a service or maintenance to one (1) or more Units, whether at the request of the Owner or as an exercise of the Neighborhood Association's remedy hereunder, and shall also include fines levied per Article VI hereof. The Board of Directors shall have the authority to impose Individual Assessments against Units as necessary to cover all expenses resulting in the need for the Individual Assessment at a duly noticed Board meeting called for such purpose. Individual Assessments are due and payable as set forth by the Board of Directors. If an Individual Assessment is levied upon more than one (1) Unit, then it shall be allocated between or among the applicable Units as the Board directs, absent which they shall be prorated equally. The fact that Individual Assessments are authorized hereby shall not require the Neighborhood Association to provide any particular service (maintenance or otherwise) to any Units.

Section 5. Lien for Assessments. The Neighborhood Association shall, at any time following the expiration of ten (10) days after the due date of an Assessment, and after proper notice required by chapter 720, Florida Statutes, as amended, has been delivered, 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 against which the lien is claimed, the name of the Owner of the Unit as provided in the books and records of the Neighborhood 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 Neighborhood Association or by the management agent or attorney for the Neighborhood 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 Neighborhood Association pursuant to this Neighborhood 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, 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 (subject to the provisions in Section 7, Article VII hereinbelow; 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 Neighborhood Association shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Neighborhood Association following foreclosure: (a) no Assessment shall be assessed or levied on it; and (b) each other Unit shall be charged, in addition to its usual Assessment, its pro rata share, based upon its percentage of total Assessments in Section 1 of this Article, of the Assessment that would have been charged such Unit had it not been acquired by the Neighborhood 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, each Owner shall be jointly and severally liable for any Assessments made against such Unit. 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 6. Date of Commencement of Assessments. The Assessments provided for herein shall commence as to each Unit on the first day of the first month following (i) the date of conveyance of the first Unit by Neighborhood 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.

Section 7. 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. The sale or transfer of any Unit shall not affect the Assessment lien or the personal liability of the Owner of such Unit for payment of the Assessment. However, the sale or transfer of any Unit pursuant to judicial foreclosure of a first Mortgage, if the Neighborhood Association is named as a defendant therein, shall extinguish the lien of such Assessments (but not the personal liability of the prior Owner or any subsequent Owner who is jointly and severally liable for said unpaid Assessments pursuant to applicable Florida law, as amended from time to time) as to payments which became due prior to such sale or transfer. Notwithstanding anything herein to the contrary, the holder of a first Mortgage who acquires title to a Unit by foreclosure or deed in lieu of foreclosure shall be liable to the Association for the unpaid Common Expenses and Assessments that became due before the Mortgage holder's acquisition of title to the extent provided in Chapter 720 or other provisions of the Florida Statutes, as amended from time to time. No foreclosure, sale or transfer shall relieve the new Owner of such Unit from the personal obligation or liability for the payment of any Assessments (including the Neighborhood Association's right to file a lien for nonpayment thereof) accruing or becoming due after such sale or transfer.

Section 8. 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 Neighborhood Declaration or under the Community Declaration;

(b) The Areas of Common Responsibility under this Neighborhood Declaration or under the Community Declaration not within a Unit;

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

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

(e) All parcels identified on any Plat as a "Tract".

Section 9. Billing of Assessments by the Community Association. In the event the Community Association bills the Neighborhood Association for the combined Assessments due the Community Association with respect to Units within the Neighborhood as provided in the Community Declaration, the Neighborhood Association shall so notify the Owners by mailing, publishing in a newspaper of local circulation, or posting on the Neighborhood Area (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 Neighborhood Association in the same manner as Assessments.

Section 10. Non-Uniform Assessments. Common Expenses and Assessments including, without limitation, any unpaid share of Common Expenses or Assessments as provided in Section 6, hereinabove, shall generally be allocated and apportioned by the Board of Directors among the Units within the Neighborhood Area in a uniform manner. Notwithstanding the foregoing, certain Common Expenses may be attributable to different or unique services to be performed by the Neighborhood Association for the benefit of one or more types of Units, areas or phases. The Board of Directors shall determine, in its reasonable discretion and in an equitable manner, which Common Expenses shall be applied in a uniform fashion among all Owners in the Neighborhood Area, and which Common Expenses are specific or unique to the operation and maintenance responsibilities of a particular type of Unit, area or phase, and which may be levied upon and paid by only the Owners of that particular type of Unit or in that particular area or phase without allocation among or contribution by other Owners in the Neighborhood Area. Such allocations or apportionments of Common Expenses by the Board of Directors shall be reflected on the Neighborhood Association budget for each fiscal year, but shall not require the preparation of or separate budgets for any type of Unit, area or phase in the Neighborhood Area except as otherwise determined by the Board of Directors. Provided, however, the Common Expenses and Assessments shall be generally uniform amongst or within each respective type of Unit, area or phase.

ARTICLE VIII
General Provisions

Section 1. Term. The covenants and restrictions of this Neighborhood Declaration shall run with and bind the Neighborhood Area, and shall inure to the benefit of and shall be enforceable by the Neighborhood Declarant, Community Declarant, Neighborhood Association, Community Association, and Owners, their respective successors and assigns, for a term of forty (40) years from the date this Neighborhood 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 Neighborhood Declaration shall be modified or terminated as specified therein.

Section 2. Easements for Utilities and Other Services. There is hereby reserved unto Neighborhood Declarant, so long as Neighborhood Declarant owns any property which is subject to this Neighborhood Declaration or which under the terms of this Neighborhood Declaration could be annexed to the Neighborhood Area, 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 Neighborhood Area, 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, the Neighborhood Drainage System or the VSD Drainage System, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or occupant thereof. Such reservation shall be subject to any specific approval right of the Community Declarant that may be required by the Community Declaration.

Section 3. Future Easements. There is hereby reserved to Neighborhood 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 Neighborhood 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 Neighborhood Declarant, for the future orderly development of the Neighborhood in accordance with the objects and purposes set forth in this Neighborhood Declaration. It is expressly provided, however, that no such further or additional easement shall be granted or created over and upon any Unit 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. 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 Neighborhood in accordance with the objects and purposes specified in this Neighborhood Declaration. Such further or additional easements may be hereafter created, granted or reserved by Neighborhood Declarant without the necessity for the consent or joinder of the Owner of the particular portion of the Neighborhood Area over which such further or additional easement is granted or required, provided however, such creation, grant or reservation shall be subject to any approval of the Community Declarant that may be required by the Community Declaration.

Section 4. Enforcement. Every Owner and every occupant of a Unit, and every guest or invitee of any such person, shall comply strictly with the covenants, conditions, and restrictions set forth in the Neighborhood Declaration and associated documents, and in the deed to the Unit, if any. The Neighborhood Association, Community Association, Community Declarant, Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood Declaration shall include, without limitation, an action to recover sums due for damages or an action for injunctive relief, or both, maintainable by the Neighborhood Association, Community Association, Community Declarant, Neighborhood Declarant, or an Owner. In addition, the Neighborhood Association or the Community Association may impose per diem penalties for failure to comply with this Neighborhood 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 Neighborhood Association or Neighborhood Declarant might otherwise take under the provisions of this Neighborhood Declaration, including the right to enforce the terms of the Neighborhood 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 Neighborhood 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 Neighborhood Declaration, the Articles of Incorporation, Bylaws, and rules and regulations of the Neighborhood Association, and any similar associated documents thereunder, or deed restrictions on the Neighborhood Area, including without limitation actions to recover sums due for damages or actions for injunctive relief, shall be the personal obligation of the non-prevailing party.

Section 5. Indemnification. The Neighborhood Association shall indemnify every officer, director, committee member and employee of the Neighborhood 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 Neighborhood 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 Neighborhood Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith and duly authorized, on behalf of the Neighborhood Association (except to the extent they may also be members of the Neighborhood Association), and the Neighborhood 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 Neighborhood Association shall, as a Common Expense, maintain adequate general liability and officers and directors liability, insurance to fund this obligation, if such insurance is reasonably available.

Section 6. Litigation. During the Class B Control Period, no judicial or administrative proceeding shall be commenced or prosecuted by the Neighborhood Association unless approved by a majority of the Board of Directors. Thereafter, no judicial or administrative proceeding shall be commenced or prosecuted by the Neighborhood 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 Neighborhood Association to enforce the provisions of this Neighborhood 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 Neighborhood Declaration or associated documents, or under any deed restrictions imposed on Units or other portions of the Neighborhood Area, which shall include, without limitation, actions to recover sums due for damages or actions for injunctive relief (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VIII hereof or in the Community Declaration, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Neighborhood Association in proceedings instituted against it. This Section shall also not apply to the undertaking of any defense of the Neighborhood Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Neighborhood Declarant or after the Class B Control Period, is approved by the percentage of votes and pursuant to the same procedures necessary to institute proceedings as provided above.

Section 7. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Neighborhood Declaration shall be cumulative with those of (i) the Community Declaration and associated documents thereunder, and (ii) any deed restrictions; and the Neighborhood 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 Neighborhood Declaration and the Neighborhood Association or any deed restrictions shall be subject and subordinate to those of the Community Declaration and the Community Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Community Association.

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

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

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

in interest or assigns to develop any of the Neighborhood Area, or to develop it in any manner whatsoever.

Section 11. Construction and Sales Activity by Neighborhood Declarant or Authorized Builders. Notwithstanding any provisions contained in this Neighborhood Declaration or related documents to the contrary, it shall be expressly permissible for Neighborhood Declarant, Authorized Builders, or their sales agents, sales representatives, contractors and other designees to maintain and carry on upon portions of the Common Area, Units, Tracts, or other portions of the Neighborhood Area owned by Neighborhood Declarant or such Authorized Builder, such facilities and activities as, in the sole opinion of Neighborhood Declarant or the Authorized Builder, may be reasonably required, convenient or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices, and siting of construction trailers, construction equipment and materials thereon. Notwithstanding anything to the contrary set forth herein, Owners of Units (and owners of any other portion of the Neighborhood Area) acknowledge that Neighborhood Declarant or an Authorized Builder may undertake certain construction or related activities for the purpose of marketing, sale, development and improvement of the Neighborhood Area or portions thereof. As a result, certain portions of the Neighborhood Area may experience disturbance or inconvenience from time to time from such activities, however no Owner (or owner of any other portion of the Neighborhood Area) shall be entitled to seek relief against the Neighborhood Declarant or any Authorized Builder for any reason related thereto. Notwithstanding the generality of the foregoing, Neighborhood Declarant and Approved Builders shall have the right to conduct events on the Common Area or the Units at any time for the purpose of marketing and promoting sales within the Neighborhood Area. Neighborhood Declarant and Authorized Builders shall also have the right, license and permission to operate and utilize in a reasonable and unobtrusive manner unmanned aircraft commonly referred to as "drones" within all areas of the Neighborhood Area for the purpose of marketing the Neighborhood Area or the Viera community. Neighborhood Declarant and all Authorized Builders shall operate such devices in accordance with all applicable laws and regulations associated with the same. All Owners, on behalf of themselves and their agents, tenants, guests, and invitees, hereby grant Neighborhood Declarant and Authorized Builders the right and permission to use and publish material recorded by such drones.

Section 12. Community Association Empowered to Enforce Neighborhood 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 Neighborhood Declaration or deed restrictions pertaining to the Neighborhood Area, 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 Neighborhood Area 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 Neighborhood Association under the terms and conditions of this Neighborhood 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 Neighborhood Area in noncompliance, and shall be

subject to collection and such other terms as provided therein and in Article VIII of the Community Declaration.

Section 13. Wildlife, Wetland Programs and Other Components of Development Order. The Community Declarant, Neighborhood Declarant, Community Association or Neighborhood Association, may in the future implement wildlife or wetland programs or other components of the Development Order, and this Neighborhood Declaration may be amended by Neighborhood 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 Neighborhood Declarant, for the purpose of further restricting the Neighborhood Area in connection therewith, and for the purpose of defining certain responsibilities and obligations of the Community Association, Neighborhood Association and Owners in regard to the Neighborhood Area. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE NEIGHBORHOOD AREA MAY CONTAIN WILDLIFE, SUCH AS ALLIGATORS, RACOONS, SNAKES, SNAPPING TURTLES, DUCKS, DEER, SWINE, TURKEY AND FOXES. COMMUNITY DECLARANT, NEIGHBORHOOD DECLARANT. THE NEIGHBORHOOD ASSOCIATION, THE COMMUNITY ASSOCIATION AND THE VIERA STEWARDSHIP DISTRICT SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE EXCEPT AS MAY BE REQUIRED UNDER THE DEVELOPMENT ORDER, AND THEY HAVE NO RESPONSIBILITY TO NOTIFY OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER, AND THEIR FAMILIES, GUESTS AND OTHER INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

Section 14. PRC, ARC or MRC Approval. As provided in Article V of the Community Declaration and in Article V of this Neighborhood Declaration, Units are subject to the requirements of the Design Review Manual and certain restrictions and must obtain certain approvals in respect to improvements, alterations or other modifications to be made thereto. Owners of Units shall be responsible for complying in all respects with the Community Declaration and this Neighborhood Declaration, including without limitation the architectural review process provided for therein and the requirements of the Design Review Manual. During the initial construction of a residence on a Unit prior to the issuance of a certificate of occupancy for such residence, all such requests for approvals for improvements or modifications to such Unit shall be approved by the PRC. After the certificate of occupancy for a residence has been issued by the appropriate governmental agency, all subsequent requests for modifications to the Unit shall be approved by the ARC until the MRC is established, and thereafter by the MRC.

Section 15. 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 Neighborhood Declaration which relate to the operation, maintenance and repair of the VSD Drainage System or the Neighborhood Drainage System.

Section 16. Termination of the Viera Stewardship District. In the event of any termination or dissolution of the Viera Stewardship District, the owner and operator the VSD Drainage System, the responsibility for the operation, maintenance and repair of the VSD

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 X
Declarant's Rights

Section 1. Assignment of Rights. Any or all of the obligations of Neighborhood Declarant may be transferred to other Persons including, without limitation, the Neighborhood 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 Neighborhood Declarant and duly recorded in the public records of Brevard County, Florida.

Section 2. Approval of Additional Covenants and Plats of the Neighborhood Area. So long as Neighborhood 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 Neighborhood Area owned by such Person without Neighborhood 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 Neighborhood Declarant.

Section 3. Amendment of Article X. This Article may not be amended without the express written consent of Neighborhood Declarant; provided, however, the rights of Neighborhood Declarant contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Neighborhood Declaration is recorded in the public records of Brevard County, Florida, or (b) upon recording by Neighborhood Declarant of a written statement that all sales activity of Neighborhood Declarant has ceased.

ARTICLE XI
Amendment

This Neighborhood 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 a majority of the total votes of the Neighborhood 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 Neighborhood 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 Neighborhood 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 Neighborhood Area then owned by Neighborhood Declarant or its affiliates from the provisions of this Declaration or a change in the uses permitted for the Neighborhood Area under this Neighborhood Declaration, by recordation of an amendment in the public records of Brevard County, Florida. Any such amendment by the Neighborhood Declarant shall be consistent with the general development plan for the Neighborhood Area set forth in this Neighborhood 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, rights and obligations in respect to condemnation, rights and obligations of the Neighborhood Association, including the right to promulgate rules and regulations (including without limitation liens), and providing enforcement powers, and reservation of additional easements over the Neighborhood Area.

Any amendment of the Neighborhood Declaration shall be recorded in the Public Records of Brevard County, Florida. In addition to the requirements set forth hereinabove, any amendment of the Neighborhood Declaration shall require the prior written approval of the Community Declarant. Notwithstanding anything to the contrary set forth herein, the Neighborhood Declarant may unilaterally amend this Neighborhood Declaration at any time pursuant to Article IX 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 Neighborhood 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 Neighborhood Declarant, Community Declarant, Community Association or Neighborhood Association or the Viera Stewardship District 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 Neighborhood Declaration which alters any provision related to the Neighborhood Drainage System, the Master Drainage System or the VSD 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 other portion of the Neighborhood Area, 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 Neighborhood Declaration in the manner provided in this Article.

50

N WITNESS WHEREOF, the undersigned Neighborhood Declarant has executed this Neighborhood Declaration this 8th day of December, 2015.

WITNESSES:

Karen E. Esposito
Print Name: Karen E. Esposito

Mary Ellen McKibben
Print Name: Mary Ellen McKibben

THE VIERA COMPANY, a Florida corporation

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

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 8th day of December, 2015 by Stephen L. Johnson, the President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.

Karen E. Esposito
Print Name: Karen E. Esposito
Notary Public: State of FL
Commission No.: FF 918786
My Commission Expires: 6-16-18

KAREN E. ESPOSITO
Notary Public - State of Florida
Commission # FF 918786
My Comm. Expires Jun 16, 2018
Bonded through National Notary Assn.

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 Trasona East 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 8th day of Dec., 2015.

Signed, sealed and delivered
in the presence of:

Karen E. Esposito
Print Name: Karen E. Esposito

Mary Ellen McKibben
Print Name: Mary Ellen McKibben

THE VIERA COMPANY, a Florida corporation

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

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

STATE OF FLORIDA)

COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 8th day of December, 2015 by Stephen L. Johnson, the President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.

KAREN E. ESPOSITO
Notary Public - State of Florida
Commission # FF 918786
My Comm. Expires Jun 16, 2018
Bonded through National Notary Assn.

Karen E. Esposito
Print Name: Karen E. Esposito
Notary Public
Commission No.: FF918786
My Commission Expires: 6-16-18

EXHIBIT "A"
NEIGHBORHOOD AREA

All Lots and Tracts platted on that certain Plat of Trasona at Addison Village- Phases 1 and 2 recorded in Plat Book ___, page ___, of the Public Records of Brevard County Florida, less and excepting the following: Lots 1througth 4, Block PP, inclusive, Lots 17 through 27, Block QQ, inclusive, and Tract X thereof.

Consider having Hassan provide actual Lots and Tracts references.

EXHIBIT A

ARTICLES OF INCORPORATION
OF
TRASONA EAST NEIGHBORHOOD ASSOCIATION, INC.

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

ARTICLE I

NAME

The name of the corporation shall be TRASONA EAST NEIGHBORHOOD ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Neighborhood Association."

ARTICLE II

DURATION

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

ARTICLE III

DEFINITIONS

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

ARTICLE IV

PRINCIPAL OFFICE

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

ARTICLE V

REGISTERED OFFICE AND AGENT

Jay A. Decator, III, Esq., whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, is hereby appointed the initial registered agent of the Neighborhood Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE NEIGHBORHOOD ASSOCIATION

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

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

or powers of the Neighborhood Association for the benefit of the Owners and for the maintenance, administration and improvement of the Neighborhood Area and Area of Common Responsibility;

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

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

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

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

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

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

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

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

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the Neighborhood Area or which may

otherwise be subjected to the jurisdiction of the Neighborhood Association as provided in the Neighborhood Declaration. The Neighborhood Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the Neighborhood Association as provided in the Neighborhood Declaration; and

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

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

ARTICLE VII

MEMBERSHIP

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

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

ARTICLE VIII

VOTING RIGHTS

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

8.2 Multiple Owners. Each vote in the Neighborhood Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

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

Name	Address
Eva M. Rey	7380 Murrell Road, Suite 201 Viera, Florida 32940
Paul J. Martell	7380 Murrell Road, Suite 201 Viera, Florida 32940
Clayton H. Archey	7380 Murrell Road, Suite 201 Viera, Florida 32940

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

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

ARTICLE X

OFFICERS

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

Office	Name	Address
President	Eva M. Rey	7380 Murrell Road, Suite 201 Viera, FL 32940
Vice President and Secretary	Clayton H. Archey	7380 Murrell Road, Suite 201 Viera, FL 32940
Treasurer	Paul J. Martell	7380 Murrell Road, Suite 201 Viera, FL 32940

ARTICLE XI

INDEMNIFICATION

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

ARTICLE XII

BYLAWS

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

ARTICLE XIII

AMENDMENTS

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

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

ARTICLE XIV

INCORPORATOR

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

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

ARTICLE XV

NONSTOCK CORPORATION

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

ARTICLE XVI

DISSOLUTION

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

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

ARTICLE XVII

ADDITIONAL PROPERTY

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

The Neighborhood Association and each member must accept as members the Owners of all Units in the Neighborhood Area where the instrument hereafter annexing additional property to the jurisdiction of the Neighborhood Association provides that the Owners of Units in the

property annexed to the Neighborhood Area are intended to be members of the Neighborhood Association and that the Neighborhood Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the ___ day of _____, 2015.

WITNESSES

_____

_____
(Print Name)

_____

_____
(Print Name)

_____
Jay A. Decator, III

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

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the __ day of _____, 2015 by Jay A. Decator, III. Said person is known to me.

_____
Signature of Person Taking Acknowledgement
Print Name:_____
Title: Notary Public, State of Florida
Serial No. (if any) _____
Commission Expires: _____

CERTIFICATE DESIGNATING REGISTERED AGENT FOR SERVICE OF PROCESS

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

TRASONA EAST NEIGHBORHOOD ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 7380 Murrell Road, Suite 201, Viera, Florida 32940, has named Jay A. Decator, III, located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

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

_____

Jay A. Decator III, Registered Agent

Date:_____

EXHIBIT C

BYLAWS OF
TRASONA EAST NEIGHBORHOOD ASSOCIATION, INC.

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BYLAWS OF
TRASONA EAST NEIGHBORHOOD ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

Section 1. Name. The name of the Neighborhood Association shall be TRASONA EAST NEIGHBORHOOD ASSOCIATION, INC. (the "Neighborhood Association").

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

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

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

Article II

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

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

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

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

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

Section 5. Notice of Meetings. Written or printed notice stating the time and place of any meeting of the members shall be published in such a manner as is reasonably calculated to provide such notice to each member at least fourteen (14) days in advance of any meeting, but in no event shall such publication provide less notice than that required by Section 720.306, Florida Statutes (2014), as amended from time to time. When required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice.

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

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

Section 7. Adjournment of Meetings. If any meeting of the Neighborhood Association cannot be held because a quorum is not present, a majority of the members who are

present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to members in the manner prescribed for regular meetings.

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

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

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

Section 10. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of a Neighborhood Association meeting,

such decision shall be expressed by the same person who would cast the votes of such Owner if at a Neighborhood Association meeting, unless the joinder of record Owners is specifically required by the Neighborhood Declaration, the Articles of Incorporation of the Neighborhood Association or these Bylaws.

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

Section 12. Proxies. A member may authorize another person to act for him by proxy. Such proxy must be executed in accordance with, and shall be subject to the limitations set forth in, Section 720.306, Florida Statutes (2014), as amended from time to time. Every proxy shall be revocable at the pleasure of the member executing it and shall expire upon the transfer of title to the Unit giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Neighborhood Association officer responsible for maintaining the list of members.

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

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

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

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

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

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

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

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

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

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

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

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

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

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

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

B. Meetings.

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

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

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

Section 10. Notice of Meetings. Notwithstanding any other provision for notice of Board meetings contained in this Article III, notice of all Board meetings must be posted in a conspicuous place on the Common Area at least forty-eight (48) hours in advance of a meeting of the Board of Directors, except in an emergency. Alternatively, if not posted in a conspicuous place on the Common Area, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. Provided, however, an assessment may not be levied at any Board meeting unless written notice of the meeting (i) is provided to all members at least fourteen (14) days prior to the meeting, and (ii) the notice includes a statement that assessments will be considered and the nature of the assessments. Any notice required to be given for a regular or special meeting of the Board of Directors may be given by electronic transmission in manner authorized by law and only to those members who have consented in writing to receive such notice by electronic transmission.

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

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

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

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall

be considered as any other meeting, provided the directors participating in the meeting are able through telephone connection to hear and to be heard.

Section 15. Open Meetings; Notice to Members. Subject to the provisions of Section 16 of this Article and the provisions of Florida law, all meetings of the Board of Directors shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any member may speak. Provided, however, notwithstanding anything in this Section 15 to the contrary, a member may speak on any matter placed on the agenda by a petition of the voting interests for at least three (3) minutes. Meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege shall not be open to members. Except in an emergency, written or printed notice stating the time and place of any meeting of the Board of Directors shall be published in such a manner as is reasonably calculated to provide such notice to each member at least forty-eight (48) hours in advance of any meeting, which publication may be accomplished by posting such notice in a conspicuous place in the Neighborhood Area, publishing in a local newspaper, providing a schedule of such meetings or such other method as is determined by the Board of Directors. When required by the provisions of Florida law, the purpose or purposes for which the meeting is called shall be stated in the notice.

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

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

C. Powers and Duties.

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

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

The Board of Directors shall have exclusive jurisdiction over and the sole responsibility for the Neighborhood Association's administration, management, operation, regulation, care,

maintenance, repair, restoration, replacement, preservation and protection of the Common Area and Area of Common Responsibility; the establishment, levy, imposition, enforcement and collection of all assessments for which provision is made in the Neighborhood Declaration; the promotion and advancement of the general interests of the members of the Neighborhood Association; all as more particularly provided in the Neighborhood Declaration, Articles of Incorporation, these Bylaws and the rules and regulations of the Neighborhood Association.

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

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

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

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

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

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

(f) making and amending rules and regulations;

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

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

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

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

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

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

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

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

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

Section 18. Management Agent.

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

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

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

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

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

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

the time period set by the Board of Directors, the Owner of such Unit shall pay the fine upon notice from the Neighborhood Association. All fines and suspensions imposed pursuant to this paragraph shall be imposed in accordance with the applicable requirements of the Florida Statutes. The failure of the Board of Directors to enforce any provision of the Neighborhood Declaration, Articles of Incorporation, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

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

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

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

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Neighborhood Association, acting through the Board of Directors, may elect to enforce any provision of the Neighborhood Declaration, the Articles of Incorporation, these Bylaws, or the rules and regulations of the Neighborhood Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking

rules and regulations) or by suit at law or in equity to enjoin any violation, to recover monetary damages, or to seek any other appropriate remedy, or any combination of the foregoing, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' and paralegals' fees incurred by the Neighborhood Association, whether suit be brought or not, and including those incurred on appeal, if any.

Article IV

Officers

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

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

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

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

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

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases and other instruments of the Neighborhood Association shall be executed by the President or the Vice-President or by such other person or persons as may be designated by resolution of the Board of Directors. All checks shall be executed by no less than two officers of the Board of Directors or such other person or persons as may be designated by resolution of the Board of Directors.

Article V

Committees

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

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

Section 3. Modification Review Committee. In addition to any other committees which are established by the Board of Directors pursuant to Section 1 of this Article, the Board of Directors shall appoint a Modification Review Committee consisting of at least three (3) and no more than five (5) members. Members of the Modification Review Committee may not be officers, directors or employees of the Neighborhood Association, or the spouse, parent, child, brother or sister of an officer, director or employee. Acting in accordance with the provisions of the Neighborhood Declaration, these Bylaws and resolutions the Board of Directors may adopt, the Modification Review Committee shall review and either approve or deny all applications for

modifications to Units after the initial construction of residences on the Units. The Modification Review Committee shall promulgate reasonable rules and policies to regulate the modification review application procedure.

Article VI

Indemnification

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

Article VII

Books and Records

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

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

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

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

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

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

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

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

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

(i) a current copy of all contracts to which the Neighborhood Association is a party, including without limitation, any management agreement, lease, or other contract under which the Neighborhood Association has any obligation or responsibility; bids received by the Neighborhood Association for work to be performed must also be considered official records and must be kept for a period of one year;

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

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

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

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

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

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

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

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

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

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

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

(d) Medical records of Owners or community residents.

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

Section 4. Accounts and Reports. Within ninety (90) days after the close of the Neighborhood Association's fiscal year, annual financial reports in conformity with Section 720.303(7), Florida Statutes (2014), as amended from time to time, shall be prepared. The Neighborhood Association shall provide each member with a copy of the annual financial report or written notice that a copy of the financial report is available within ten (10) days upon written request at no charge to the member. The financial report shall be prepared in accordance with the classifications and procedures of the applicable provisions of the Florida Statutes. In addition to such financial reports, a confidential delinquency report shall be prepared for the Board of Directors listing all Owners who are delinquent in paying the installments of assessments at the time of the report. The Board of Directors may engage the services of an accountant to prepare, review or audit such reports as determined by the Board of Directors and any expenses in connection therewith shall be Common Expenses.

Article VIII

Miscellaneous

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

Section 2. Parliamentary Rules. Except as may be modified by Board of Directors' resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Neighborhood Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Neighborhood Declaration or these Bylaws.

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

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

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

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

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

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

IN WITNESS WHEREOF, the members of the Board of Directors and Neighborhood Declarant have executed and adopted these Bylaws of Trasona East Neighborhood Association, Inc. this ___day of _____, 2015.

_____
Eva M. Rey, Director

_____
Paul J. Martell, Director

_____
Clayton H. Archey, Director