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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
 RESERVATIONS AND RESTRICTIONS
 FOR HERONS' LANDING RESIDENTIAL DISTRICT

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Handwritten: THIS INSTRUMENT PREPARED BY
 AND RETURN TO:
 R. MASON BLAKE, ESQ
 THE VIGOR COMPANY
 7880 MURRELL RD., SW. 201
 MELBOURNE, FL. 32940

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR HERONS' LANDING RESIDENTIAL DISTRICT

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR HERONS' LANDING RESIDENTIAL DISTRICT ("District Declaration") is made this 26th day of August, 1992 by The Viera Company, a Florida corporation (hereinafter referred to as "District Declarant").

W I T N E S S E T H:

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

WHEREAS, the District Property is a portion of the Properties as that term is defined in that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera Southeast Community recorded in Official Records Book 3022, Page 1576, Public Records of Brevard County, Florida, as supplemented, restated and amended from time to time (hereinafter referred to as the "Community Declaration");

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

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

WHEREAS, The Viera Company (f/k/a Duda Lands, Inc.), a Florida corporation, as Declarant under the Community Declaration ("Community Declarant"), desires to consent to the imposition of this District Declaration upon the District Property as required under the terms of the Community Declaration; and

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

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

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be held, sold and conveyed subject to the following covenants, conditions, easements, reservations and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property subjected to this District Declaration and which shall be binding on all parties having any right, title or interest in the real property subjected to this District Declaration or any part thereof, their heirs, successors, successors in title and assigns.

ARTICLE I
Definitions

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

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

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

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

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

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

Section 7. "Class B Control Period" shall mean and refer to the first to occur of the following:

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

(b) December 31, 2003; or

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

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

Section 9. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the District Association for the maintenance, repair and operation of the Area of Common Responsibility or for the general benefit of all Owners, including, if so determined by the Board of Directors, any reasonable reserves, if any, all as may be found to be necessary and appropriate by the District Association pursuant to this District Declaration, the Bylaws and the Articles of Incorporation. In the event the Community Association determines the District Association has failed to perform its responsibilities under the District Declaration, then the expense of those responsibilities of the District Association performed by the Community Association shall be deemed Common Expenses. The Common Expenses shall also include, if the Community Association so elects, any amounts that are assessed by the Community Association pursuant to the Community Declaration. The District Declarant plans to include within the Common Area or Area of Common Responsibility an amenity package which includes a pool, cabana and any other facility which District Declarant may deem appropriate. Expenses related to such amenity package shall be

deemed Common Expenses and shall be the responsibility of the Owners as provided in this District Declaration.

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

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

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

Section 13. "Community Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera Southeast Community, recorded in Official Records Book 3022, Page 1576, Public Records of Brevard County, Florida, as amended and restated by an instrument of even date herewith to be recorded in the Public Records of Brevard County, Florida, as further supplemented, restated and amended from time to time.

Section 14. "Community Development District" shall mean and refer to the Viera East Community Development District which the Community Declarant has formed pursuant to Chapter 190, Florida Statutes, which Community Development District may pertain to all or portions of the District Property and all or portions of the Properties, and which may also pertain to certain real property not forming a part of the Properties.

Section 15. "Development Approvals" shall mean and refer to the Development Order and any and all subdivision and other governmental permits and approvals obtained with respect to the District Property or any part thereof, and relevant zoning and comprehensive plan designation for the District Property or any part thereof.

Section 16. "Development Order" shall mean and refer to that Development Order contained in a Resolution issued by Brevard County, Florida, dated November 13, 1990, and the Viera Development Order, City of Rockledge entered by the City of Rockledge, dated September 19, 1990, as amended by Resolution No. 90-244 dated November 21, 1990, both pertaining to the District Property and other property as set forth therein, as same may be amended from time to time.

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Section 17. "District" shall mean and refer to the Herons' Landing Residential District denoted as Tract N in the records of the Community Declarant and which District has been created and designated by that certain Community Annexation Agreement Number One of even date herewith to be recorded in the Public Records of Brevard County, Florida), which shall include the District Property. The District Declarant and Community Declarant pursuant to the terms of this District Declaration and the Community Declaration have the right as provided therein, but not the obligation, to add additional property to the District, which may include, without limitation, the remainder of Tract N and Tract L as denoted in the records of the Community Declarant.

Section 18. "District Association" shall mean and refer to Herons' Landing District Association, Inc., a Florida corporation, not for profit, its successors or assigns which has been established or is being simultaneously established herewith.

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

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

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

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

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

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

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

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

Section 27. "Plat" shall mean and refer to the plat of Viera - Tract N - Phase One recorded in Plat Book 38, Page 40 of the Public Records of Brevard County, Florida, and the plat of any other portion of the District Property.

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

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

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

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

Section 32. "Unplatted Parcel" shall mean a portion of the District Property which is not platted or submitted to condominium or cooperative ownership, but intended for development of more than one Unit, or if platted, is platted into a lot(s) intended for development of more than one Unit. Once an Unplatted Parcel or portion thereof is platted into Units or submitted to condominium or cooperative ownership, the Unplatted

Parcel or portion thereof so platted or submitted shall no longer be deemed an Unplatted Parcel.

Section 33. "Voting Member" shall mean and refer to the representative (or such representative's alternate if he is unable to attend a meeting of the Community Association) selected by the District Association to be responsible for casting all votes of the membership of the Community Association attributable to Units or Unplatted Parcels in the District for all matters requiring the vote of membership of the Community Association, unless otherwise expressly specified in the Community Declaration or bylaws of the Community Association. The Voting Member of the District shall be the president of the District Association, unless a majority of the Board of Directors shall determine to appoint another representative as the Voting Member for the District. The alternate Voting Member shall be the secretary of the District Association, unless a majority of the Board of Directors shall determine to appoint another representative as the alternate Voting Member for the District.

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

ARTICLE II Property Rights

Section 1. Rights of Owners. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area for the purpose for which it is intended, subject to this District Declaration as it may be amended from time to time, any easements reserved therein or granted by District Declarant or Community Declarant, any terms and conditions of the Community Declaration as it may be amended from time to time, and to any restrictions or limitations contained in any plat and in any deed conveying such property to the District Association or subjecting such property as Common Area to the District Declaration. Such non-exclusive right or easement is subject to (i) the right of the District Association to limit the number of guests of Owners or Owners who may use the Common Area from time to time; (ii) the right of the District Association to promulgate, establish and enforce reasonable rules and regulations pertaining to the use of the Common Area; and (iii) the right of the District Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Area. Any Owner may delegate his right of enjoyment in and to the Common Area to the members of his family, his tenants, guests or invitees, as applicable, subject to reasonable regulation by the Board of Directors of the District Association and in accordance with procedures it may

adopt. An Owner of a Unit who leases his Unit shall not be deemed to have delegated such rights to the Unit's lessee, except to the extent provided in the lease. No Owner may exempt himself from personal liability for or exempt his Unit or Unplatted Parcel from any assessments duly levied by the District Association, or release the Unit or Unplatted Parcel owned by the Owner from liens, charges, encumbrances and other provisions of this District Declaration or the rules and regulations of the District Association by (a) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Area; or (b) the abandonment of his Unit or Unplatted Parcel.

Section 2. Leasing. An Owner shall be allowed to lease his Unit or Unplatted Parcel, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the District Declaration, Bylaws, Articles of Incorporation, Community Declaration, bylaws and articles of incorporation of the Community Association, and provided further that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the District Association or the Community Association. No lease of a Unit or Unplatted Parcel shall be for a term of less than seven (7) months, and any such lease shall be in writing and shall be enforceable by the District Association or Community Association, whether or not so stated in its terms. No Owner may lease his Unit or Unplatted Parcel more than twice during any calendar year unless approved by the District Association. During the term of any lease, Owner shall not be relieved of any obligations under the terms of the District Declaration and Community Declaration, and Owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the District Declaration, Community Declaration, any rules and regulations thereunder and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the documents and regulations. In the event a tenant, occupant, or person living with the tenant violates the District Declaration, Bylaws, Articles of Incorporation, the Community Declaration, the bylaws or articles of incorporation of the Community Association, or the rules and regulations of the District Association or Community Association, the District Association or Community Association as appropriate, shall have the power to bring an action or suit against the tenant or occupant 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 restrictions contained in this section shall not apply to Units or Unplatted Parcels owned by or leased to District Declarant, or by any Mortgagee of a first Mortgage acquiring title by foreclosure or deed in lieu of foreclosure.

Section 3. Time-Share Prohibition. No time sharing plan as the term is defined in Chapter 721, Florida Statutes (1991), as amended, or any similar plan of fragmented or interval

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

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

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

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

ARTICLE III
District Association

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

this District Declaration and in the Articles of Incorporation, Bylaws and rules of regulations of the District Association.

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

Section 3. Membership. Every Owner shall be deemed to have a membership in the District Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit or Unplatted Parcel owned. The membership shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in this District Declaration, the Articles of Incorporation, the Bylaws and rules and regulations adopted by the District Association.

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

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

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

(b) The Class "B" member shall be the District Declarant. The Class "B" member shall have 975 votes until the Class "B" membership terminates and becomes converted to Class "A" membership. The rights of the Class "B" member, including the right to approve actions taken under this District Declaration and the Bylaws, are specified elsewhere in this District Declaration and the Bylaws. The Class "B" member shall be entitled to appoint the members of the Board of Directors during the Class "B" Control Period, as provided in the Bylaws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

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

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

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

Section 7. District. The District of which the District Property forms a part, may have additional lands annexed thereto in accordance with the terms of the Community Declaration, including without limitation land currently identified as the remainder of Tract N and Tract L in the records of the Community Declarant, and further may be modified subject to the terms and conditions of the Community Declaration pertaining to designation of Districts (as defined therein) and their reconfiguration. Those portions of the District not subjected to the terms and conditions of this District Declaration may, but shall not be obligated to, become a part of the District Property, in the sole discretion of the District Declarant. Such annexation of additional property into the District Property, if any, may be accomplished in accordance with the terms and provisions of Article VI hereof, and may or may not include if so determined in the sole discretion of the District Declarant and Community Declarant, lands located outside the District, all as further provided in Article VI hereof and as provided in the Community Declaration.

ARTICLE IV
Maintenance

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

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

Section 2. Owner's Responsibility. Each Owner (and any owner of a portion of the District Property not within a Unit or Unplatted Parcel) shall maintain his or her Unit or Unplatted Parcel (or portion of the District Property) and all structures, parking areas, landscaping and other improvements comprising the Unit or Unplatted Parcel (or portion of the District Property) in good repair and in a manner consistent with this District Declaration and any standard established by the Board of Directors, and in any District planning and design criteria, as well as the Community-Wide Standard, and all applicable covenants, including those contained within the Community Declaration and the District Declaration, unless such maintenance responsibility is otherwise

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

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

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

ARTICLE V
Use Restrictions

The District Property shall be used only for such purposes as are permitted in the Development Order and other

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

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

The District Association, acting through its Board of Directors, shall have the authority to make, to enforce, to amend and to delete standards and restrictions governing the use of the District Property in addition to those contained herein, and to impose reasonable user fees for use of the Common Areas, provided however, should such standards and restrictions be in conflict with or less stringent than those contained in the Community Declaration, then the terms and conditions of the Community Declaration shall control. During such time as District Declarant owns any land which is subject to the District Declaration, any standards and restrictions governing the use of the District Property made, amended or deleted, shall not apply to the District Declarant and that portion of the District Property owned by it unless District Declarant consents thereto.

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

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

Section 2. Landscaping. Landscaping on any portion of the District Property and stormwater drainage and retention features located on and serving only a Unit or Unplatted Parcel

shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof.

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

Section 4. Storage. Unless specially approved by the ARC, no materials, supplies or equipment (except during the construction of improvements) shall be stored on any portion of the District Property, except inside an enclosed building (but not storage buildings, which are prohibited as provided hereinbelow) or behind a visual barrier approved by the ARC screening such areas from the view of adjoining portions of the District Property, the Properties and any street. No storage buildings are permitted on any Unit or Unplatted Parcel. The foregoing provisions shall not apply to the Community Declarant or the District Declarant.

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

Section 6. Mining and Excavation. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any portion of the District Property, nor shall any oil, natural gas, petroleum, rock, gravel or other minerals or substances of any kind be produced or extracted therefrom. No clearing or excavation of any portion of the District Property shall occur except in connection with the construction approved by the ARC, or maintenance or repair of improvements on the District Property.

Section 7. Signs. With the exception of one "For Sale" sign per Unit or per Unplatted Parcel not to exceed the size established by the ARC, no sign of any kind shall be erected on any portion of the District Property without the prior written consent of the ARC. Such restriction on signage shall not apply to the District Declarant as long as the District Declarant owns property within the District Property. In the event uniform areas for the display of "For Sale" signs are established within the Area of Common Responsibility, "For Sale" signs shall be permitted only in such uniform areas.

Section 8. Parking and Garages. Owners and their guests or invitees shall park only in their garages or in the driveways serving their Units or Unplatted Parcels or permitted spaces or designated areas on Common Area as may be directed by the District Association, in which parking may or may not be assigned, subject to such reasonable rules and regulations as the Board of Directors may adopt. Owners and their guests or invitees shall not park in the streets, or on yards, medians or Common Areas (unless the District Association designates such Common Area for parking) or over sidewalks. All commercial vehicles, recreational vehicles, buses, trucks, vans, tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage unless otherwise permitted by the District Association. Storage of any of the foregoing in the yard of a Unit or Unplatted Parcel shall not be permitted unless otherwise determined by the District Association. Each Unit shall have a two car garage. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. Garage doors shall be closed except when reasonably necessary for use of garage. (This section shall not apply to construction or similar vehicles or construction trailers which may be parked on an Unplatted Parcel or a Unit, but only during such reasonable period of time within which construction of improvements thereon is occurring.)

Section 9. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any portion of the District Property, with the exception of dogs, cats, or other usual and common household pets, which may be kept or permitted in a reasonable number so as not to create a nuisance as determined by the District Association, provided same are not bred for commercial use; and provided, however, those pets which are permitted shall be sheltered inside structures. All dogs, cats and other household pets allowed hereunder must be leashed when outside and shall not be permitted to run loose. Those pets which, in the sole discretion of the District Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of the District Property may be removed by the Board of Directors and handed over to the appropriate state or county authority.

Section 10. Nuisance. No portion of the District Property shall be used, in whole or in part, for the storage of any property or thing that will cause such portion of the District Property to appear to be in an unclean, unsightly, unhealthy or unkempt condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon, nor shall any use or practice be allowed upon any portion of the

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

Section 11. Antennas. No exterior television or radio antennas, aerials or satellite dishes of any kind shall be placed, allowed, or maintained upon any portion of the District Property, including any Unit or Unplatted Parcel, unless permitted by the ARC and the District Association.

Section 12. Clotheslines, Garbage Cans and Tanks. All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view from neighboring Units, Unplatted Parcels or portions of the District Property or Properties.

Section 13. Swimming Pools. No above ground swimming pools shall be erected, constructed or installed on any portion of the District Property.

Section 14. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon any portion of the District Property, any tent or trailer or any structure of a temporary nature, without obtaining the prior written approval from the District Association and the ARC.

Section 15. Drainage. All storm water from any portion of the District Property shall only drain into or onto contiguous or adjacent street rights-of-way, drainage easements, retention areas, Common Areas or Areas of Common Responsibility in the manner approved by the ARC and the owner and operator of the Master Drainage System, if such drainage is part of the Master Drainage System. If such drainage is not part of the Master Drainage System and is not required to be part of the Master Drainage System, then the manner of its drainage shall be

approved by the ARC and the District Declarant (and at such time as District Declarant owns no portion of the District Property, or property which can be annexed to the District Property, or at such earlier time as District Declarant in its sole discretion may determine, the approval of the District Declarant will not be required, and the District Association and the ARC shall approve the manner of drainage). No Owner (other than the District Declarant) shall be permitted to alter the grade of or original drainage plan for any portion of the District Property, or change the direction of, obstruct, alter or retard the flow of surface water drainage, nor to erect, place or maintain any structure which shall in any way obstruct drainage devices or facilities or impede their efficient operation unless approved by the ARC and the owner and operator of the Master Drainage System if such drainage is part of the Master Drainage System, or unless approved by the ARC and the District Declarant (and at such time as the District Declarant owns no portion of the District Property or property which can be annexed to the District Property, or at such earlier time as District Declarant in its sole discretion may determine, the approval of the District Declarant will not be required, and the District Association and the ARC shall approve the manner of drainage), if such drainage is not part of the Master Drainage System.

Section 16. Lakes, Ponds, Retention and Other Water Areas. Units and Unplatted Parcels shall not have riparian rights to lakes, ponds, retention and other water areas unless so specifically provided herein or in the deed to the Owner of such Unit or Unplatted Parcel. Access to and use of lakes, ponds, retention and other water areas within the District Property and not a part of the Master Drainage System shall be governed and controlled by the District Declarant. Access to and use of lakes, ponds, retention and other water areas within the District Property and part of the Master Drainage System shall be governed and controlled by the Community Development District. This shall not be deemed to imply that any of the District Property or the Owners thereof will have access to or rights to use lakes, ponds, retention or other water areas within the District Property. Docks and other structures or improvements within lakes, ponds, retention and other water areas within the District Property shall not be permitted unless approved by the ARC, and if located on any of the foregoing which are not a part of the Master Drainage System, by the District Declarant, and if located on any of the foregoing which are part of the Master Drainage System, by the Community Development District. Fences, walls or landscaping bordering lakes, ponds, retention and other water areas within the District Property shall not be constructed in such a manner so as to materially obstruct the view of the foregoing as determined by the ARC. The Community Development District, in the case of areas which are part of the Master Drainage System, and the District Declarant, in the case of areas which are not a part of the Master Drainage System, may establish rules and

regulations relevant to access and use of lakes, ponds, retention and other water areas within the District Property which may include, without limitation, regulation or prohibition of sailing, boating or other watercrafts (including jet skis or other vehicles containing gas, diesel or other form of combustion engines), swimming, fishing, or other water sports or activities. To the extent the rules and regulations of the Community Development District or District Declarant allow access to or use of lakes, ponds, retention or other water areas, such use shall be at the risk of the Person undertaking such activity, and there shall be no obligation by the Community Development District or District Declarant to provide supervisory personnel or lifeguards. At such time as District Declarant no longer owns any property which is subject to this District Declaration or which can be annexed to the District Property, or at such earlier time as District Declarant in its sole discretion may determine, the rights reserved to District Declarant in this section shall become rights of the District Association, to be exercised by its Board of Directors.

Section 17. Walls and Fences. No fences or walls shall be erected on any portion of the District Property unless approved in writing by the ARC. No fences or walls are permitted along the lakefront portion of any lakefront property or adjacent to any conservation area. Fences when permitted shall be board on board of a design approved by the ARC.

Section 18. Residential Dwelling Size. Each residential dwelling constructed on a Unit or Unplatted Parcel shall have a minimum heated and cooled living area of 1,600 square feet. Unless otherwise approved by the ARC, each such residential dwelling shall be limited to a maximum heated and cooled living area of 2,300 square feet. No alteration of the Unit or Unplatted Parcel is permitted, nor are aluminum porches, additions or appendages to the improvements originally approved by the ARC for the Unit or Unplatted Parcel allowed, without the prior written approval of the ARC.

Section 19. Motorized Vehicles. Motorized vehicles shall not be used on the sidewalks, pathways or Common Areas (unless the Common Areas have been specifically designated for use by motorized vehicles by District Declarant). Golf carts may use the foregoing if so determined by District Declarant, but only to the extent as determined by District Declarant, the intent being that such use, if any, shall be limited to reasonable and necessary use for transportation to and from any neighboring golf course. At such time as District Declarant no longer owns any property which is subject to this District Declaration or which can be annexed to the District Property, or at such earlier time as District Declarant in its sole discretion may determine, the rights reserved to District Declarant in this

section shall become rights of the District Association, to be exercised by its Board of Directors.

Section 20. Cable Television System. Each Unit or Unplatted Parcel shall be wired for cable television service in accordance with the Planning and Design Criteria.

Section 21. Community-Wide Standard. The District Property, including each Unit or Unplatted Parcel, shall comply with the Community-Wide Standard, the terms and conditions of the Community Declaration, and the Planning and Design Criteria. Each Unit shall also comply with the Architectural Guidelines promulgated by the District Declarant for Herons' Landing.

Section 22. Development Order. Each Owner shall comply, at its expense, with the requirements of the Development Order as it relates to the Unit or Unplatted Parcel owned by it, and each Owner shall otherwise cooperate with the Community Declarant, District Declarant, Community Association and District Association in their efforts to comply with the provisions of the Development Order.

Section 23. Occupants Bound. All provisions of the District Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, shall also apply to all occupants of any portion of the District Property.

Section 24. Subdivision of Portion of the District Property. As long as District Declarant owns any land which is subject to this Declaration or which under the terms of this District Declaration could be annexed to the District Property, no portion of the District Property shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit or Unplatted Parcel, less than the whole thereof, be sold, conveyed or transferred except with the prior written approval of the District Declarant, which approval may be granted or withheld in the sole discretion of District Declarant. Thereafter, no portion of the District Property shall be platted, replatted, subdivided or its boundary lines changed, nor shall any portion of a Unit or Unplatted Parcel, less than the whole thereof, be sold, conveyed or transferred except with the prior written approval of the District Association. Any such subdivision, boundary line change, platting or replatting shall not be in violation of the applicable subdivision and zoning regulations, the Development Order or the Development Approvals. District Declarant, however, hereby expressly reserves the right to plat, replat, subdivide or change the boundary lines of any portion of the District Property owned by the District Declarant and the right to sell, convey or transfer any portion of a Unit or Unplatted Parcel less than the whole thereof, without notice to or the approval or consent of any Person being required.

Section 25. Enforcement. In the event of the violation of or the failure to comply with the requirements of this Article, and the failure of the owner of the affected portion of the District Property within ten (10) days following written notice by the District Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, then the District Association or its duly appointed employees, agents or contractors, shall have the right, but not the obligation, and an easement and license to enter upon the affected portion of the District Property, without being guilty of any trespass therefor, for the purpose of curing or eliminating such violation, all at the sole expense of the owner thereof. Such costs and expenses, together with an overhead expense to the District Association of fifteen percent (15%) of the total amount thereof shall be payable by the owner of the affected portion of the District Property to the District Association within ten (10) days after written notice to the owner of the amount thereof, which amount shall become or be treated in the same manner as a Special Assessment levied against said portion of the District Property. The District Association may place a lien upon such portion of the District Property to recover such costs and expenses, as provided in Article VII hereof, and the District Association may seek all other legal and equitable remedies available to it. Any rights of the District Association hereunder may also be exercised by the Community Association as further provided in this District Declaration.

ARTICLE VI
Annexation of Additional Property

Section 1. Annexation. As the owner thereof, or if not the owner, with the consent of the owner thereof, District Declarant shall have the unilateral right, privilege, and option, from time to time at any time to annex to the District Property any additional property (i) which is either abutting the District Property (including additions thereto), which shall include properties which would abut the District Property but for the existence of a road right-of-way, easement or other similar property grant separating it from the District Property, (ii) which is so situated that its addition will be consistent with a uniform scheme of development as determined in the sole discretion of District Declarant, or (iii) which is contained within Tracts N or L as denoted in the records of Community Declarant. This right of annexation by District Declarant shall exist until District Declarant no longer owns any property within the District Property or within the additional property described above which may be the subject of annexation to the District Property. Such annexation shall be accomplished by filing in the public records of Brevard County, Florida an Annexation Agreement annexing such property so as to become part of the District Property and Exhibit "A", thereby submitting same to the terms of

the District Declaration, which Annexation Agreement shall include the written consent of the Community Declarant thereto. Any such annexation shall be effective upon the filing for record of such Annexation Agreement unless otherwise provided therein. District Declarant or Community Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property described herein reserved to District Declarant, provided that such transferee or assignee shall be the owner of at least a portion of the District Property or the additional property which may be the subject of annexation to the District Property, and that such transfer is memorialized in a written, recorded instrument executed by District Declarant. Nothing herein shall obligate District Declarant to annex additional real property into the District Property.

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

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

ARTICLE VII Assessments

Section 1. Creation of Assessments. There are hereby created Regular Assessments for Common Expenses as may from time

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to time specifically be authorized by the District Association to be commenced at the time and in the manner set forth in Section 5 of this Article. Assessments shall be levied on all Units or Unplatted Parcels according to the following formula:

(a) Assignment of Points.

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

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

(b) Computation of Assessments.

The percentage of the total assessment to be levied on a particular Unit or Unplatted Parcel shall be computed by dividing the total points assigned to that Unit or Unplatted Parcel subject to the Assessment by the total points for all Units and Unplatted Parcels in the District Property subject to the Assessment. The percentage of the total assessment for each Unit or Unplatted Parcel subject to assessment shall be computed annually by the District Association. The Assessment for a Unit or Unplatted Parcel shall be arrived at by multiplying the total budget amount or total assessment adopted by the Board of Directors (as it may be amended from time to time) by the applicable percentage of the total assessment computed for such Unit or Unplatted Parcel. Upon annexation of additional property into the District Property. Assessments shall be recomputed under the above formula.

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

All Assessments, together with interest, penalties, late charges, processing or other fees, costs, expenses and reasonable attorneys, and paralegals, fees, shall also be the personal obligation of the Person who was the Owner of such Unit or Unplatted Parcel at the time the Assessment arose, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance,

except no first Mortgagee who obtains title to a Unit or Unplatted Parcel pursuant to foreclosure of a first Mortgage, or pursuant to a deed in lieu of foreclosure of a first Mortgage, shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

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

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

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

So long as the District Declarant has an option unilaterally to subject additional property to this District Declaration in accordance with Article VI hereof, District Declarant may elect, in lieu of paying Assessments on its unsold Units or Unplatted Parcels, to pay the difference between the amount of Assessments levied on all Units and Unplatted Parcels

subject to assessment (except District Declarant's unsold Units or Unplatted Parcels) and the amount of actual expenditures required during the fiscal year by the District Association. However, District Declarant may exclude from such amount the portion of any reserves which would otherwise be attributable to Units or Unplatted Parcels owned by the District Declarant. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. Such services or materials may be furnished by any party designated by District Declarant and the value of such services shall be established by District Declarant or by a written statement of the service or material provider.

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

Section 2. Adoption of Budget. It shall be the duty of the Board of Directors at least sixty (60) days before the beginning of each fiscal year, to prepare and adopt a budget for the District Association covering the estimated Common Expenses during the coming fiscal year. The budget may, but shall not be required to, include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. If so proposed, such capital budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board of Directors shall set the capital contribution, if any, in an amount sufficient to permit the District Association to meet the projected capital needs, as shown on the capital budget, with respect to amount and timing, by Regular Assessments over the period of the budget. The Board of Directors shall mail to each Owner, publish in a newspaper of local circulation, or post on the District Property, a copy of the adopted budget and a notice of the amount of the Regular Assessment to be levied against each Unit or Unplatted Parcel for the following fiscal year, calculated as provided in Section 1 of this Article, at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Regular Assessment shall become effective upon adoption of the budget by the Board of Directors.

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

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

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

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

Section 4. Lien for Assessments. The District Association shall, at any time following the expiration of ten (10) days after the due date of an Assessment, be entitled to

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

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

Suit to recover a money judgment for unpaid Assessments, interest, penalties, processing or other fees, late charges, costs, expenses and reasonable attorneys and paralegals, fees shall be maintainable without foreclosing or waiving the lien securing the same. If there are multiple Owners of a Unit or Unplatted Parcel, each Owner shall be jointly and severally liable for any Assessments made against such Unit or Unplatted Parcel. The remedies herein provided for the collection and enforcement of Assessments and the foreclosure of the lien

therefor shall be cumulative and not alternative and may be brought separately or simultaneously as separate counts in the same action.

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

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

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

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

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

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

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

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

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

ARTICLE VIII General Provisions

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

Section 2. Easements for Utilities and Other Services. There is hereby reserved unto District Declarant, so long as District Declarant owns any property which is subject to this District Declaration or which under the terms of this District Declaration could be annexed to the District Property, and its

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

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

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

Section 5. Indemnification. The District Association shall indemnify every officer, director, committee member and employee of the District Association against any and all costs and expenses, including reasonable attorneys, and paralegals, fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding, or appeal therefrom, (includ-

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

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

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

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

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

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

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

ties for the purpose of marketing, sale, development and improvement of the District Property or portions thereof. As a result, certain portions of the District Property may experience disturbance or inconvenience from time to time from such activities, however no Owner (or owner of any other portion of the District Property) shall be entitled to seek relief against the District Declarant for any reason related thereto.

Section 12. Community Association Empowered to Enforce District Declaration. The Community Association is hereby authorized and empowered, but shall not be obligated so to act, to enforce the covenants, conditions and restrictions of the District Declaration or deed restrictions pertaining to the District Property, and shall have a reasonable right of entry for purposes thereof, provided however, the Community Association shall so notify the owner of such portion of the District Property in noncompliance, at its last known address, of such noncompliance. The Community Association shall also have the right to exercise any other rights granted to the District Association under the terms and conditions of this District Declaration, the Bylaws and the Articles of Incorporation. Any costs, expenses, reasonable attorneys and paralegals, fees (as well as a fifteen percent (15%) administrative overhead factor) incurred by the Community Association as provided hereunder shall be deemed a Special Assessment under Section 3 of Article VIII of the Community Declaration against such portion of the District Property in noncompliance, and shall be subject to collection and such other terms as provided therein and in Article VIII of the Community Declaration.

Section 13. Wildlife, Wetland Programs and Other Components of Development Order. The Community Declarant, District Declarant, Community Association or District Association, may in the future implement wildlife or wetland programs or other components of the Development Order, and this District Declaration may be amended by District Declarant, without the joinder or consent of any Person being required, for the purpose of defining and implementing such programs, and if deemed appropriate by District Declarant, for the purpose of defining certain responsibilities and obligations of the Community Development District Declarant, Community Association, District, District Association, District Property or portions thereof, and Owners in regard thereto.

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

review process provided for in Article V of the Community Declaration.

ARTICLE IX
Declarant's Rights

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

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

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

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

Declarant of a written statement that all sales activity of District Declarant has ceased.

ARTICLE X
Amendment

This District Declaration may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of two-thirds of the Owners. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment of the District Declaration shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding the foregoing, any such amendment shall require the prior written approval of the Community Declarant. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally amend this District Declaration at any time to include any provisions which may be required by the Federal National Mortgage Association. The Federal Home Loan Mortgage Corporation, the Veterans Administration, the Department of Housing and Urban Development, or any other federal, state or local governmental entity, agency, or authority.

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

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

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

As long as there is a Class "B" voting membership as described in Article III, Section 5 hereof, the annexation of additional properties, dedication of the Common Area, and amendment of any provision of the District Declaration shall

require the prior approval of the U.S. Department of Housing and Urban Development/Veterans Administration ("HUD/VA").

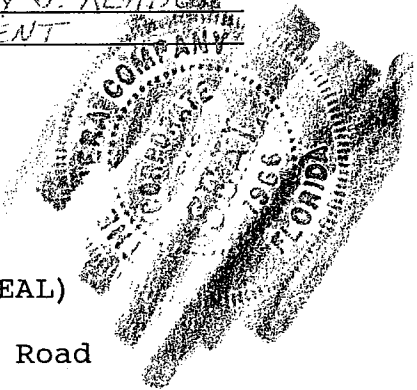
IN WITNESS WHEREOF, the undersigned District Declarant has executed this District Declaration this 26th day of August, 1992.

WITNESSES

[Signature]
Print Name: JOHN R. MALOY
[Signature]
Print Name: BETTY A. DEESE

The Viera Company, a Florida corporation

By: *[Signature]*
Print Name: PERRY J. READER
Its: VICE PRESIDENT

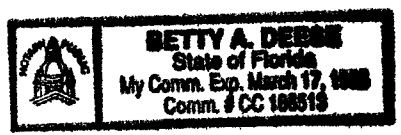


(CORPORATE SEAL)

Address: 7380 Murrell Road
Suite 201
Melbourne, Florida 32940

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 26th day of August, 1992 by PERRY J. READER and [Signature] the VICE PRESIDENT and [Signature] of The Viera Company, a Florida corporation, on behalf of the corporation. They are personally known to me ~~or have produced~~ ^[Signature] and ~~respectively~~ ^[Signature] as identification and did not take an oath.



[Signature]
Signature of Person Taking Acknowledgment
Print Name: BETTY A. DEESE
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

BK3225PG4195

CONSENT OF COMMUNITY DECLARANT

THE VIERA COMPANY (f/k/a Duda Lands, Inc.), a Florida corporation (the "Declarant"), the Declarant under that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera Southeast Community, recorded in Official Records Book 3022, Page 1576, as the same may have been amended, restated, supplemented or otherwise modified ("Declaration") hereby joins in the execution of the within and foregoing Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Herons' Landing Residential District for the purpose of consenting thereto as required by Article X, Section 3 of the Declaration.

IN WITNESS WHEREOF, THE VIERA COMPANY (f/k/a Duda Lands, Inc.) has caused these presents to be executed By its undersigned officers thereunto duly authorized on this 26th day of August, 1992.

Signed, sealed and delivered in the presence of:

THE VIERA COMPANY (f/k/a Duda Lands, Inc.), a Florida corporation

Betty A. Deese
Print Name: BETTY A. DEESE

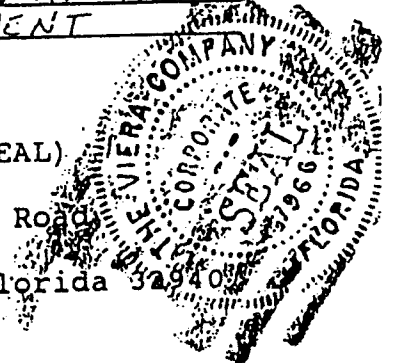
By: [Signature]
Print Name: PERRY J. READER
Its: VICE PRESIDENT

[Signature]
Print Name: R. MASON BLAKE

Attest: [Signature]
Print Name: JOHN R. MALOY
Its: VICE PRESIDENT

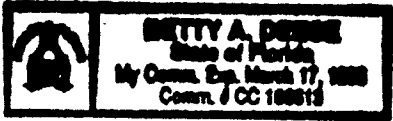
(CORPORATE SEAL)

Address: 7380 Murrell Road
Suite 201
Melbourne, Florida 32940



STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 26th day of August, 1992 by PERRY J. READER and JOHN R. MALOY, the VICE PRESIDENT and VICE PRESIDENT of The Viera Company, a Florida corporation, on behalf of the corporation. They are personally known to me ~~or have produced~~ _____ and _____ respectively, as ~~identification~~ and did not take an oath.



Betty A. Deese
Signature of Person Taking
Acknowledgment
Print Name: BETTY A. DEESE
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

A:herons'.dec/08/26/92/bd

RK 3225 PG 4: 197

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the East 1/2 of Section 34 and that portion of the West 1/2 of Section 35, all lying within Township 25 South, Range 38 East, Brevard County, Florida, and being more specifically described as follows:

Commence at the Northeast corner of the Southeast 1/4 (east 1/4 corner) of Section 34, Township 25 South, Range 38 East, run thence $S00^{\circ}13'16''W$, along the east line of said southeast 1/4 of Section 34, a distance of 20.06 feet; thence $N88^{\circ}13'15''W$, a distance of 121.30 feet to the Point of Beginning of the lands described herein, said Point of Beginning being on the Point of Curvature of a Curve Concave to the southeast and having a radius of 755.00 feet; thence from said Point of Beginning, and a radial bearing of $S83^{\circ}58'35''E$, run northerly along the arc of said curve a distance of 488.81 feet through a central angle of $35^{\circ}25'32''$ to a point on said curve; thence from a radial bearing of $S48^{\circ}31'03''E$, run $S45^{\circ}21'28''E$, a distance of 88.57 feet to the Point of Curvature of a curve concave to the southwest and having a radius of 50.00 feet; thence from said Point of Curvature, run easterly and southerly along the arc of said curve a distance of 34.38 feet through a central angle of $39^{\circ}24'02''$ to the Point of Reverse Curvature of a curve concave to the northwest and having a radius of 170.00 feet; thence from said Point of Reverse Curvature, run southerly, easterly, northerly, and thence westerly along the arc of said curve a distance of 650.97 feet through a central angle of $218^{\circ}24'02''$ to the Point of Tangency thereof; thence from said Point of Tangency, run $N45^{\circ}21'28''W$, a distance of 207.38 feet; thence $N44^{\circ}38'32''E$, a distance of 305.00 feet; thence $S47^{\circ}24'01''E$, a distance of 73.48 feet to the Point of Curvature of a curve concave to the north and having a radius of 170.00 feet; thence from said Point of Curvature, run easterly along the arc of said curve a distance of 182.88 feet through a central angle of $54^{\circ}49'19''$ to the Point of Tangency thereof; thence $N77^{\circ}48'40''E$, a distance of 138.73 feet; thence $S00^{\circ}00'17''W$, a distance of 584.78 feet; thence $S40^{\circ}13'54''E$, a distance of 170.29 feet; thence $S00^{\circ}00'17''W$, a distance of 575.80 feet to a point on a curve concave to the south and having a radius of 2875.00 feet said point on curve also being the northerly right-of-way line of Viera Boulevard, a 150 ft. wide right-of-way as now exist; thence from said point on curve, and a radial bearing of $S21^{\circ}25'08''W$, run westerly along the arc of said curve and along said north right-of-way line of Viera Boulevard, a distance of 918.90 feet through a central angle of $19^{\circ}38'21''$ to the Point of Tangency thereof; thence run $N88^{\circ}13'15''W$, along said north right-of-way line of Viera Boulevard, a distance of 982.80 feet; thence $N01^{\circ}48'45''E$, a distance of 218.31 feet to the Point of Curvature of a curve concave to the east and having a radius of 960.00 feet; thence from said Point of Curvature, run northerly along the arc of said curve a distance of 195.89 feet through a central angle of $11^{\circ}40'48''$ to the Point of Tangency thereof; thence from a radial bearing of $S78^{\circ}32'29''E$, run $S79^{\circ}55'55''E$, a distance of 829.86 feet; thence $S84^{\circ}44'04''E$, a distance of 50.00 feet; thence $S88^{\circ}13'15''E$, a distance of 120.29 feet to the Point of Beginning.

Containing 28.93 Acres, more or less.

UNSUITABLE
FOR
MICROFILM

5112

EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
HERONS' LANDING DISTRICT ASSOCIATION, INC.

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

ARTICLE I

NAME

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

ARTICLE II

DURATION

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

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Herons' Landing Residential District recorded or to be recorded in the Public Records of Brevard County, Florida, as it may be amended or supplemented from time to time ("District Declaration"), which pertains to the property described in Exhibit "A" attached hereto and incorporated herein by reference, and such additional property as may be annexed thereto in accordance with the terms of the District Declaration.

ARTICLE IV

PRINCIPAL OFFICE

The principal office of the District Association is located at 7380 Murrell Road, Suite 201, Melbourne, Florida 32940, and may be changed from time to time by a majority of the Board of Directors.

ARTICLE V

REGISTERED OFFICE AND AGENT

R. Mason Blake, whose address is The Viera Company, 7380 Murrell Road, Suite 201, Melbourne, Florida 32940, is hereby appointed the initial registered agent of the District Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE DISTRICT ASSOCIATION

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

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the District Declaration, these Articles or the

Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the District Association, including all licenses, taxes or governmental charges levied or imposed against the property of the District Association;

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

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

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility provided any such conveyance or dedication shall be in accordance with the terms of the District Declaration;

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

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

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

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

(i) To maintain, repair, replace and operate portions of the District Property and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the District Association for maintenance, repair, replacement and

operation pursuant to the District Declaration, these Articles, the Bylaws, or separate agreement;

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

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

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

ARTICLE VII

MEMBERSHIP

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

7.2 Jurisdiction of District Association. The District Association and each member thereof must accept as

members those owners subject to the jurisdiction of the District Association as provided in the District Declaration.

ARTICLE VIII

VOTING RIGHTS

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

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

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the District Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of three (3) members, but may be enlarged by a majority of the Board of Directors to as many as five (5) members during the Class B Control Period. Thereafter the number of directors on the Board of Directors may be no less than three (3) members and may be increased upon approval of a majority of the members, provided that there shall always be an odd number of directorships created. Notwithstanding anything in these Articles to the contrary, during the Class B Control Period the District Declarant shall be entitled to designate the members of the Board of Directors of the District Association. 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:

Address

Perry J. Reader	7380 Murrell Road, Suite 201 Melbourne, Florida 32940
John R. Maloy	7380 Murrell Road, Suite 201 Melbourne, Florida 32940
R. Mason Blake	7380 Murrell Road, Suite 201 Melbourne, Florida 32940

The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

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

ARTICLE X

OFFICERS

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Perry J. Reader	7380 Murrell Road, Suite 201 Melbourne. Florida 32940
Secretary	R. Mason Blake	7380 Murrell Road, Suite 201 Melbourne, Florida 32940
Treasurer	Jane S. Jens	7380 Murrell Road, Suite 201 Melbourne, Florida 32940

ARTICLE XI

INDEMNIFICATION

The District Association shall indemnify every officer, director, committee member and employee of the District Association against any and all costs and expenses, including reasonable

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

ARTICLE XII

BYLAWS

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

ARTICLE XIII

AMENDMENTS

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

forth herein, the District Declarant may unilaterally amend these Articles at any time to include any provisions which may be required by 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.

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

ARTICLE XIV

SUBSCRIBER

The name and address of the Subscriber to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
R. Mason Blake	The Viera Company 7380 Murrell Road - Suite 201 Melbourne, Florida 32940

ARTICLE XV

NONSTOCK CORPORATION

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

ARTICLE XVI

DISSOLUTION

In the event the District Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the District Association have been satisfied from the assets of the District Association or

otherwise, the remaining assets of the District Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as the Board of Directors of the District Association shall determine in their sole discretion.

ARTICLE XVII

HUD/VA APPROVAL

As long as there is a Class voting membership as described in Article III, Section 5 of the District Declaration, the annexation of additional properties, mergers and consolidations, mortgaging of the Common Area, and dissolution and the amendment of any provision of these Articles shall require the prior approval of the U.S. Department of Housing and Urban Development/Veterans Administration ("HUD/VA").

ARTICLE XVIII

ADDITIONAL PROPERTY

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

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

In the event additional property is annexed into the District as provided in the District Declaration or Community Declaration, but is not made a part of the District Property, the District Association may have jurisdiction over such annexed property, and the owners of such annexed property may become members of the District Association, all as further provided in Article VI, Section 2 of the District Declaration.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of the 26th day of August, 1992.

WITNESSES

[Signature]
Print Name: JOHN R. MALLOY

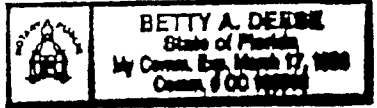
[Signature]
Print Name: FERRY J. READER

[Signature]
Print Name: BETTY A. DEESE

Address: The Viera Company
7380 Murrell Road
Suite 201
Melbourne. Florida 32940

STATE OF FLORIDA)
COUNTY OF BREVARD) SS:

The foregoing instrument was acknowledged before me this 26th day of August, 1992 by FERRY J. READER who is personally known to me ~~or has produced~~ _____ as identification and who did not take an oath.



(Notary Stamp or Seal)

[Signature]
Signature of Person Taking
Acknowledgment
Print Name: BETTY A. DEESE
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

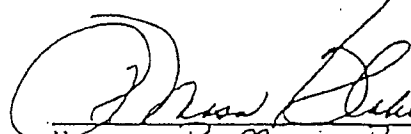
CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS

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

HERONS' LANDING DISTRICT ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 7380 Murrell Road, Suite 201, Melbourne, Florida 32940, has named R. Mason Blake 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.



Name: R. MASON BLAKE
Registered Agent

Date: 8/22/92

6/2/21

EXHIBIT "C"

BYLAWS OF
HERONS' LANDING DISTRICT ASSOCIATION. INC.

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BYLAWS OF
HERONS' LANDING DISTRICT ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

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

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

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

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

Article II

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

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

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shall be entitled to exercise such votes as he in his discretion, deems appropriate.

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

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

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

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

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

Section 6. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member shall be deemed a waiver by such member of notice of the time, date and place thereof and of the business

transacted thereat (if notice of same is required by statute or by these Bylaws), unless such member specifically objects to lack of proper notice at the time the meeting is called to order, or in the case where the business transacted thereat is required to be contained in the notice, such member specifically objects to proper notice before such business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the District Association cannot be held because a quorum is not present, members who are present at such meeting, either in person or by proxy, representing a majority of the votes of those members present 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 twenty-five percent (25%) of the total votes of the District Association remain in attendance, and provided further that any action taken is approved by members or their proxies representing at least a majority of the number of votes of the District Association required to constitute a quorum.

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

Section 9. Designation of Voting Representative. If a Unit or Unplatted Parcel is owned by one person or entity, its rights to vote shall be established by the record title to the Unit or Unplatted Parcel. If a Unit or Unplatted Parcel is owned by more than one person or entity, the person entitled to cast the votes for the Unit or Unplatted Parcel shall be designated by a certificate signed by all of the record Owners (as defined in the District Declaration) of the Unit or Unplatted Parcel and filed with the Secretary of the District Association. If a Unit or Unplatted Parcel is owned by a general or limited partnership, the person entitled to cast the votes for the Unit or Unplatted Parcel shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the District Association. If a Unit or Unplatted Parcel is owned

by a corporation, the person entitled to cast the votes for the Unit or Unplatted Parcel shall be designated by a certificate of appointment signed by the president or vice president of the corporation and filed with the Secretary of the District Association. If a Unit or Unplatted Parcel is owned in trust, the person entitled to vote for the Unit or Unplatted Parcel shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the District Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit or Unplatted Parcel concerned. A certificate designating the person entitled to cast the votes of a Unit or Unplatted Parcel may be revoked in writing by any Owner thereof. Provided, however, that no Unit or Unplatted Parcel shall vote in excess of the voting rights allocated to that Unit or Unplatted Parcel in the District Declaration.

Section 10. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of a District Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at a District Association meeting, unless the joinder of record Owners is specifically required by the District Declaration, the Articles of Incorporation of the District Association or these Bylaws.

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

Section 12 Proxies. A member may authorize another person to act for him by proxy. Such proxy must be executed by the member or his attorney in fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the member executing it and shall expire upon the transfer of title to the Unit or Unplatted Parcel giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the District Association officer responsible for maintaining the list of members.

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

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

Section 15. Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings of the District Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well 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 District Association shall be governed by the Board of Directors, each of whom shall have one (1) vote. During the Class "B" Control Period, directors elected to the Board of Directors need not be members of the District Association. After the Class "B" Control Period, 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. After the Class "B" Control Period, in the case of a member which is a corporation, partnership, or other legal entity, the person designated in writing by certificate filed with the Secretary of the District Association as the voting representative (pursuant to Article II, Section 9 hereof) of such corporation, partnership or other legal entity, shall be eligible to serve as a director.

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

Section 3. Number of Directors. During the Class 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 upon approval of a majority of the members, provided that there shall always be an odd number of directors. The initial Board of Directors shall consist of three (3) members appointed by the District Declarant. During the Class Control Period, the District Declarant may appoint additional directors in its sole discretion to the Board of Directors from time to time to replace directors appointed by it, to fill vacancies of directors appointed by it, or to fill additional positions on the Board of Directors due to its expansion.

Section 4. Nomination of Directors. Except with respect to directors entitled to be selected by the District Declarant, nominations for election of directors to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the District Association appointed by the Board of Directors. During the Class Control Period the two (2) or more members appointed by the Board of Directors to the Nominating Committee may be representatives or designees of the District Declarant. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to such annual or special meeting of the members at which the election of a director or directors to the Board of Directors is to occur. 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. Of the initial Board of Directors, two (2) shall serve for a term of two years, with the remaining director to serve for a term of one year. Upon the expiration of the initial term of office of each such director, a successor shall be appointed by the District Declarant if during the Class "B" Control Period, or elected if after the Class "B" Control Period, to serve a term of two (2) years. Thereafter, all directors shall serve two (2) year terms.

At any election of directors by members, each member shall be entitled to cast with respect to each vacancy to be filled on the Board of Directors, as many votes as it is entitled to vote under the terms of the District Declaration. 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 members representing a majority of the votes of members at the meeting called for such purpose. Any director whose removal is sought, shall be given notice prior to any meeting called for that purpose. At such meeting as the director is removed, a successor shall be elected by the members to fill the vacancy for the remainder of the term of such director. Any director appointed by the District Declarant may only be removed by the District Declarant, in its sole discretion, and the District Declarant shall be entitled to appoint a director to fill the vacancy created.

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, unless the vacancy relates to a director appointed by the District Declarant, in which case the District Declarant shall be entitled to fill the vacancy. Any director appointed by the Board of Directors or District Declarant shall serve for the remainder of the term of the director who vacated the position.

B. Meetings.

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

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) meeting occurring per quarter. Notice of the time and place of the meetings of the Board of Directors shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors of the Board of Directors if the Board of Directors is three members or by any three (3) directors of the Board of Directors if the Board of Directors is five members. The notice shall specify the time and place of the meeting and the nature of any special business to be

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

Section 10. 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 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No director shall receive any compensation from the District Association for acting as such unless approved by members representing a majority of the total votes of the District Association at a regular or special meeting of the District Association; provided any director may be reim-

bursed for expenses incurred on behalf of the District Association upon approval of a majority of the other directors.

Section 13. 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 14. Open Meetings. Subject to the provisions of Section 15 of this Article, 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.

Section 15. 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 16. Powers. The Board of Directors shall be responsible for the affairs of the District Association and shall have all of the powers and duties necessary for the administration of the District Association's affairs and may do all acts and things as provided by law as are not by the District Declaration, the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the membership generally.

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

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

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

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

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

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

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

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

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

(f) making and amending rules and regulations;

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

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

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

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

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

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

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

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

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

Section 17. Management Agent.

(a) The Board of Directors may employ for the District Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors to perform. 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 16 of this Article. The District Declarant, or an affiliate or other related entity of the District Declarant, may be employed as managing agent or manager.

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

Section 18. Accounts and Reports. The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise:

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

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

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

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

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

(f) financial reports shall be prepared for the District Association at least quarterly containing:

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

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

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

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

(v) a delinquency report listing all Owners who are delinquent in paying the installments of assessments at

the time of the report and describing the status of any action to collect such installments which remain delinquent (an installment of an assessment shall be considered to be delinquent on the fifteenth (15th) day after the installment is due unless otherwise determined by the Board of Directors); and

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

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

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

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Section 21. Enforcement. The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend the Owner's right to use the Common Area or Areas of Common Responsibility for violation of any duty imposed upon such Owner under the District Declaration, the Articles of Incorporation, these Bylaws or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the District Association or the Board of Directors to limit ingress and egress to or from a Unit or Unplatted Parcel. The Board of Directors shall have the power to suspend an Owner's right to vote and right to use the Common Areas during any period in which such Owner shall be in default in the payment of any assessment levied by the District Association. In the event that any occupant of a Unit or Unplatted Parcel violates the District Declaration, Articles of Incorporation, Bylaws or a rule or regulation and a fine is imposed, the District Association may proceed against the occupant or the Owner of such Unit or Unplatted Parcel, or both, to pay the fine upon notice from the District Association. The failure of the Board of Directors to enforce any provision of the District Declaration, Articles of Incorporation, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

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

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

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

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

Article IV

Officers

Section 1. Officers. The officers of the District Association shall be a President, Vice President, Secretary and Treasurer, and except during the Class "B" Control Period, shall be elected from among the members of the Board of Directors. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same, person, except the offices of President and Secretary.

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

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

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

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

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

persons as may be designated by resolution of the Board of Directors.

Article V

Committees

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

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board of Directors pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions of the District Declaration, these Bylaws and resolutions the Board of Directors may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the District Association for violations of the District Declaration and shall conduct all hearings held pursuant to Article III, Section 21 of these Bylaws.

Article VI

Indemnification

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

tion. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the District Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the District Association (except to the extent they may also be members of the District Association), and the District Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The District Association shall, as a Common Expense, maintain adequate general liability and officers and directors, liability insurance to fund this obligation, if such insurance is reasonably available.

Article VII

Miscellaneous

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

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

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

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The District Declaration, Articles of Incorporation and Bylaws, membership register, books of account, and minutes of meetings of the members, the Board of Directors, and committees shall be made available for inspection and copying by any Mortgagee, member of the District Association or by his or her duly appointed representative, at any reasonable time and for a purpose reasonably related to his or her interest as a member, at the office of the

District Association or at such other place within the District Property as the Board of Directors shall prescribe.

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

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

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

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

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

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

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

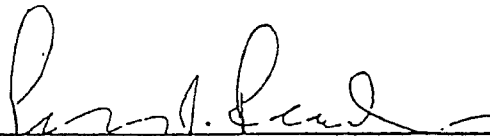
(b) if to the District Association, the Board of Directors, or the managing agent, at the principal office of the District Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the members pursuant to this Section.

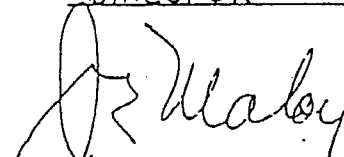
Section 6. Amendment. These Bylaws may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least two-thirds of the Owners. 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. As long as there is a Class "B" voting membership as described in Article III, Section 5 of the District Declaration, the U.S. Department of Housing and Urban

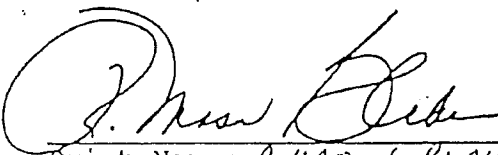
Development/Veterans Administration ("HUD/VA") shall have the right to veto an amendment of the Bylaws. The amendment shall be effective upon adoption and a copy thereof shall be recorded in the public records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally amend these Bylaws at any time to include any provisions which may be required by 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.

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

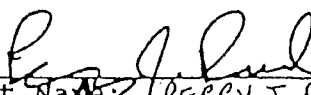
IN WITNESS WHEREOF, the members of the Board of Directors and District Declarant have executed and adopted these Bylaws of Herons' Landing District Association, Inc. this 26th day of August, 1992.

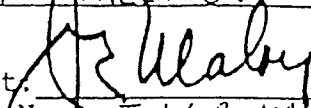

Print Name: PERRY J RENNER
Title: DIRECTOR


Print Name: JOHN R MALOY
Title: DIRECTOR


Print Name: R. MASON BLAKE
Title: DIRECTOR

The Viera Company, a Florida
corporation

By: 
Print Name: PERRY J. READER
Its: VICE PRESIDENT

Attest: 
Print Name: JOHN R. MALOY
Its: VICE PRESIDENT

(CORPORATE SEAL)