

BYLAWS OF
CENTRAL VIERA COMMUNITY ASSOCIATION, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - NAME, PRINCIPAL OFFICE, AND DEFINITIONS	
Section 1. "Name".....	1
Section 2. "Principal Office".....	1
Section 3. "Definitions".....	1
Section 4. "Corporate Seal".....	1
ARTICLE II - COMMUNITY ASSOCIATION: MEMBERSHIP, MEETING, QUORUM, VOTING, PROXIES	
Section 1. "Membership".....	1
Section 2. "Place of Meetings".....	1
Section 3. "Annual Meetings".....	2
Section 4. "Special Meetings".....	2
Section 5. "Notice of Meetings".....	2
Section 6. "Waiver of Notice".....	2
Section 7. "Adjournment of Meetings".....	2
Section 8. "Voting".....	3
Section 9. "Restraint Upon Assignment of Shares in Assets".....	3
Section 10. "Proxies".....	3
Section 11. "Majority".....	3
Section 12. "Quorum".....	3
Section 13. "Conduct of Meetings".....	4
Section 14. "Action Without a Meeting".....	4
Section 15. "Notice of Action".....	4
ARTICLE III - BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	
Section 1. "Governing Body; Composition".....	4
Section 2. "Directors During Class "B" Control".	4
Section 3. "Right to Disapprove Actions".....	4
Section 4. "Number of Directors".....	6
Section 5. "Nomination of Directors".....	6
Section 6. "Election and Term of Office".....	6
Section 7. "Removal of Directors and Vacancies".	7
Section 8. "Organizational Meetings".....	7
Section 9. "Regular Meetings".....	7
Section 10. "Special Meetings".....	8
Section 11. "Waiver of Notice".....	8
Section 12. "Quorum of Board of Directors".....	8
Section 13. "Compensation".....	9
Section 14. "Conduct of Meetings".....	9
Section 15. "Open Meetings"	9
Section 16. "Action Without a Formal Meeting".....	9
Section 17. "Powers".....	9

Section 18.	"Management Agent".....	12
Section 19.	"Accounts and Reports".....	12
Section 20.	"Borrowing".....	13
Section 21.	"Rights of the Community Association".....	13
Section 22.	"Enforcement".....	14

ARTICLE IV - OFFICERS

Section 1.	"Officers".....	15
Section 2.	"Election, Term of Office, and Vacancies".....	15
Section 3.	"Removal".....	16
Section 4.	"Powers and Duties".....	16
Section 5.	"Resignation".....	16
Section 6.	"Agreements, Contracts, Deeds, Leases, Checks".....	16

ARTICLE V - COMMITTEES

Section 1.	"General".....	16
Section 2.	"Covenants Committee".....	17
Section 3.	"District Committee".....	17

ARTICLE VI - INDEMNIFICATION..... 18

ARTICLE VII - MISCELLANEOUS

Section 1.	"Fiscal Year".....	18
Section 2.	"Parliamentary Rules".....	18
Section 3.	"Conflicts".....	19
Section 4.	"Books and Records".....	19
Section 5.	"Notices".....	19
Section 6.	"Amendment".....	20

BYLAWS OF
CENTRAL VIERA COMMUNITY ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

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

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

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

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

Article II

Community Association:

Membership, Meeting, Quorum, Voting, Proxies

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

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

within the Properties or as convenient thereto as possible and practical.

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

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Community Association if so directed by resolution of a majority of a quorum of the Board of Directors. In addition, after the Class "B" Control Period has terminated, it shall be the duty of the President to call a special meeting of the Community Association if a petition is signed by Voting Members representing at least ten percent (10%) of the total votes of the Community 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 Voting Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. When required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice.

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

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

Section 7. Adjournment of Meetings. If any meeting of the

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

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

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

Section 9. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Community Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that member's Unit or Unplatted Parcel.

Section 10. Proxies. Voting Members may not vote by proxy but only in person or through their designated alternates.

Section 11. 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 12. Quorum. Except as otherwise provided in these Bylaws or in the Community Declaration, the presence in person or by alternate of the Voting Members representing a majority of the total votes in the Community Association shall constitute a quorum at all meetings of the Community Association. Any provision in the Community Declaration concerning quorums is specifically incorporated herein.

Section 13. Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings of the Community Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well a record of all transactions occurring at the meeting.

Section 14. 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.

Section 15. Notice of Action. So long as the Class "B" membership exists, within ten (10) days following the meeting of the Board of Directors, the officers, the Community Association, or any committee thereof, the presiding officer of said meeting or his appointed agent shall deliver a true and complete copy of the minutes and/or transactions of the meeting to the Class "B" member at its office.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

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

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

Section 3. Right to Disapprove Actions. This Section 3 may not be modified or amended in any manner without the express,

written consent of the Class "B" member as long as the Class "B" membership exists.

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

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

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

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

disapproval to require a reduction in the level of services which the Community Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

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

Section 4. Number of Directors. During the Class "B" Control Period the number of directors on the Board of Directors shall be not less than three (3) nor more than seven (7). The initial Board of Directors shall consist of five (5) members appointed by the Declarant. The Declarant may appoint additional directors in its sole discretion to the Board of Directors from time to time to replace directors appointed by it, to fill vacancies of directors appointed by it, or to fill additional positions on the Board of Directors due to its expansion.

Section 5. Nomination of Directors. Except with respect to directors entitled to be selected by the Declarant as provided in Section 4 of this Article, nominations for election of directors to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more members of the Community Association appointed by the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to such annual meeting of the Voting Members at which Voting Members other than the Declarant are entitled to elect members to the Board of Directors. Members of the Nominating Committee shall serve a term of one (1) year or until their successors are appointed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

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

At any election of directors by Voting Members, each Voting Member shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled on the Board of Directors. The candidates receiving the largest number of votes shall be elected to fill the positions for which the election is held. Directors elected by the Voting Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

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

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

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

B. Meetings.

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be

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

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors of the Board of Directors if the Board of Directors is three members or by any three (3) directors of the Board of Directors if the Board of Directors is five members or more. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director of the Board of Directors by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, telecopy, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Community Association. Notices sent by first class mail shall be deposited into a United States mailbox at least ten (10) days before the time set for the meeting. Notices given by personal delivery, telephone, telecopy or telegraph shall be delivered, telephoned, faxed or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

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

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority

of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

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

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

Section 15. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board of Directors shall be open to all 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 16. Action Without a Formal Meeting. Any action to be taken or that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors of the Board of Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

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

9

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

The Board of Directors shall have exclusive jurisdiction over and the sole responsibility for the Community Association's administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Area and Area of Common Responsibility; the establishment, levy, imposition, enforcement and collection of all assessments for which provision is made in the Community Declaration; the promotion and advancement of the general interests of the members of the Community Association; all as more particularly provided in the Community Declaration, Articles of Incorporation, these Bylaws and the rules and regulations of the Community Association.

In addition to the duties imposed by the Community Declaration, the Articles of Incorporation and these Bylaws or by any resolution of the Community Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, 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 Community Association, its property, Common Area and Area of Common Responsibility, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

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

f. making and amending rules and regulations;

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

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

i. enforcing by legal means the provisions of the Community 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 Community Association;

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

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

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

m. making available to any prospective purchaser of a Unit 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 Community 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 Community Association;

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

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

Section 18. Management Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 21. Rights of the Community Association. With respect to the Common Area, Areas of Common Responsibility, or other areas of responsibility of the Community Association, and in accordance with the Articles of Incorporation, these Bylaws and the

Community Declaration, the Board of Directors on behalf of the Community Association shall have the right to contract with any Person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Board of Directors on behalf of the Community Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives or Districts and other owners or associations, both within and without the Properties. Such agreements shall require the consent of a majority of all directors of the Community Association.

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

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

9

is not abated or recurs within a stated period from the alleged violation. Copies of notices and proof of notice shall be placed in a record book of the Community Association kept for this purpose. Proof of notice shall be deemed adequate if a copy of the notice, together with statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice, or if the alleged violator requests a hearing within the time period stated in the notice.

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

(c) Appeal. Following a hearing, 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 Community Association within ten (10) days after the hearing date. The decision of the Board of Directors shall be final.

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

Article IV

Officers

Section 1. Officers. The officers of the Community

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

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

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

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

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

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

Article V

Committees

Section 1. General. Committees are hereby authorized to

perform such tasks and to serve for such periods as may be provided for in the Community 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 Community 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 Community 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 Community 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 Community Declaration, these Bylaws and resolutions the Board of Directors may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Community Association for violations of the Community Declaration and shall conduct all hearings held pursuant to Article III, Section 22 of these Bylaws.

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

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

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

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

Article VI

Indemnification

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

Article VII

Miscellaneous

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

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

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

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Community Declaration, and these Bylaws, the provisions of Florida law, the Community 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 Community Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Voting Members, the Board of Directors, and committees shall be made available for inspection and copying by any Mortgagee, Voting Member of the Community Association or by his or her duly appointed representative, at any reasonable time and for a purpose reasonably related to his or her interest as a Voting Member, at the office of the Community Association or at such other place within the Community 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 Community Association and the physical properties owned or controlled by the Community Association. The right of inspection by a director of the Board of Directors includes the right to make extracts and a copy of relevant documents at the expense of the Community Association.

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

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

the address of the Unit or Unplatted Parcel of such member; or

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

Section 6. Amendment. During the Class "B" Control Period, the Declarant may unilaterally amend these Bylaws. Thereafter, Declarant may unilaterally amend these Bylaws so long as it owns any portion of the Properties or any property which is subject to annexation under the provisions of the Community Declaration, and so long as the amendment does not materially adversely affect any material right of any member of the Community Association. After the Class "B" Control Period, these Bylaws may also be amended by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Voting Members representing a majority of the total votes of the Community Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, 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, and the Department of Housing and Urban Development.

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

IN WITNESS WHEREOF, the members of the Board of Directors have executed and adopted these Bylaws of Central Viera Community Association, Inc. this 14th day of November, 1994.



Joseph A. Duda, Director



Perry J. Reader, Director



R. Mason Blake, Director



Stephen L. Johnson, Director



Jane S. Jens, Director