CFN 2024249063, OR BK 10223 Page 782, Recorded 12/16/2024 at 09:58 AM Rachel M. Sadoff, Clerk of Courts, Brevard County

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:

Benjamin E. Wilson, Esq.
The Viera Company
7380 Murrell Road, Suite 201
Viera, FL 32940
(321) 242-1200

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR PANGEA PARK NEIGHBORHOOD AREA

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR PANGEA PARK NEIGHBORHOOD AREA (this "**Amendment**") is dated as of the 13th day of December 2024 by THE VIERA COMPANY, a Florida corporation ("**Neighborhood Declarant**"). The effective date of this Amendment shall be the date that this Amendment is recorded in the Public Records of Brevard County, Florida (the "**Effective Date**").

RECITALS:

WHEREAS, Neighborhood Declarant is the "Neighborhood Declarant" under that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Pangea Park Neighborhood Area recorded on September 10, 2021 in Official Records Book 9254, Page 324, of the Public Records of Brevard County, Florida, as amended by that certain Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Pangea Park Neighborhood Area recorded on May 23, 2023 in Official Records Book 9795, Page 565, of the Public Records of Brevard County, Florida, as amended by that certain Second Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Pangea Park Neighborhood Area recorded on July 19, 2023 in Official Records Book 9841, Page 1304, of the Public Records of Brevard County, Florida, and as amended by that certain Third Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Pangea Park Neighborhood Area recorded on October 2, 2023 in Official Records Book 9899, Page 1039, of the Public Records of Brevard County, Florida (collectively, the "**Neighborhood Declaration**");

WHEREAS, under Article XI of the Neighborhood Declaration, Neighborhood Declarant has the unilateral right to amend the Neighborhood Declaration during the Class B Control Period, and, as of the date of this Amendment, the Class B Control Period remains in effect;

WHEREAS, the Neighborhood Declarant desires to amend the Neighborhood Declaration as more specifically provided below; and

WHEREAS, The Viera Company, a Florida corporation, as the "Community Declarant" under the Neighborhood Declaration (the "**Community Declarant**"), is joining in the execution of this Amendment to evidence its consent to the provisions of this Amendment, as required under Article XI of the Neighborhood Declaration.

NOW, THEREFORE, Neighborhood Declarant hereby amends the Neighborhood Declaration as set forth below:

1. RECITALS: The above recitals are true and correct, and are incorporated into this Amendment by this reference.

2. DEFINED TERMS: Any capitalized term not otherwise defined in the above recitals or elsewhere in this Amendment shall have the meaning ascribed to such term in the Neighborhood Declaration.

3. AMENDMENTS: Exhibit "F" of the Neighborhood Declaration is hereby amended as set forth in "**REPLACEMENT EXHIBIT "F"**" attached hereto and incorporated herein by this reference, with new language evidenced by underlined text and deleted language evidenced by ~~strikethrough~~ text. The amendments relate to Section 6 and Section 7 of the Exhibit "E" of the Neighborhood Declaration.

4. JOINDER: The Community Declarant joins in the execution of this Amendment to evidence its consent to the provisions of this Amendment.

5. FULL FORCE AND EFFECT: The terms, provisions and conditions set forth in the Neighborhood Declaration that are not modified in this Amendment remain unmodified and in full force and effect. In the event of a discrepancy between the terms and conditions of the Neighborhood Declaration and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail.

6. COUNTERPARTS: This Amendment may be executed in counterparts.

(SIGNATURE OF NEIGHBORHOOD DECLARANT IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, Neighborhood Declarant has executed this Amendment as of the date set forth above.

WITNESSES:

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Address: 7380 Murrell Road, Suite 201
Viera, FL 32940

Print Name: Mark J. Boyd
Address: 7380 Murrell Road, Suite 201
Viera, FL 32940

NEIGHBORHOOD DECLARANT:

THE VIERA COMPANY,
a Florida corporation

By:
Name: Todd J. Pokrywa
Title: President
Address: 7380 Murrell Road, Suite 201
Viera, FL 32940

THE VIERA COMPANY CORPORATE SEAL 1966 FLORIDA

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by ✓ physical presence or _____ online notarization on the 13th day of December 2024 by Todd J. Pokrywa, as the President of The Viera Company, a Florida corporation, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC STATE OF FLORIDA
BENJAMIN E. WILSON
Commission # HH 140832
Expires October 10, 2025
Bonded Thru Budget Notary Services

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public
Commission No.: HH140832
My Commission Expires: 10/10/2025

(JOINDER OF THE COMMUNITY DECLARANT IS ON THE FOLLOWING PAGE.

JOINDER

(COMMUNITY DECLARANT)

The Community Declarant hereby joins in the execution of this Amendment for the purpose of consenting to the terms and conditions of this Amendment

WITNESSES:

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Address: 7380 Murrell Road, Suite 201
Viera, FL 32940

Print Name: Mark J. Boyd
Address: 7380 Murrell Road, Suite 201
Viera, FL 32940

COMMUNITY DECLARANT:

THE VIERA COMPANY,
a Florida corporation

By: _____
Name: Todd J. Pokrywa
Title: President
Address: 7380 Murrell Road, Suite 201
Viera, FL 32940

THE VIERA COMPANY CORPORATE SEAL 1966 FLORIDA

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by ✓ physical presence or _____ online notarization on the 13th day of December 2024 by Todd J. Pokrywa, as the President of The Viera Company, a Florida corporation, on behalf of the corporation. He is personally known to me.

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public
Commission No.: HH 140832
My Commission Expires: 10/10/2025

NOTARY PUBLIC STATE OF FLORIDA
BENJAMIN E. WILSON
Commission # HH 140832
Expires October 10, 2025
Bonded Thru Budget Notary Services

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REPLACEMENT EXHIBIT "F"

EXHIBIT "F"
LOT EXHIBIT FOR QUADPLEX/DUPLEX LOTS

Section 1. Additional Lot Maintenance by Neighborhood Association. In addition to the other general obligations of maintenance as provided in Article IV of this Neighborhood Declaration, the Neighborhood Association shall also be responsible for maintaining the yards, landscaping, exterior painted surfaces and the roof system of each Home located on a Quadplex/Duplex Lot within the Neighborhood Area as follows:

(a) Lawns and Landscaping. Lawn service, landscaping, mulching and other yard maintenance of the yard area of all Homes, including any shrubbery, hedging, lawns, flower beds, trees, mulching and fertilizing (other than any such landscaping which may be planted by an Owner pursuant to the terms of this Neighborhood Declaration, which shall be maintained by the applicable Owner at his or her expense) and the common irrigation and drainage system located therein or thereunder shall be maintained by the Neighborhood Association as part of the Area of Common Responsibility at such times and in such manner as shall be determined by the Neighborhood Association. Notwithstanding the foregoing provisions of this Section regarding the Neighborhood Association's responsibility for maintenance of the grounds and landscaping surrounding each Home, each Owner of a Home shall be responsible for maintaining the grounds and landscaping on such Owner's Quadplex/Duplex Lot in any areas of the Quadplex/Duplex Lot which are enclosed for the use and benefit of only that Home or otherwise not reasonably accessible for maintenance by the Neighborhood Association, and landscaping permitted to be planted by such Owner pursuant to the terms of this Neighborhood Declaration). If there is uncertainty or disagreement of any such areas of a Quadplex/Duplex Lot which are the responsibility of the individual Owners, then the Neighborhood Association shall have the sole discretion to determine whether such areas are to be maintained by the Neighborhood Association as a Common Expense or by the individual Owner. Owners within the Neighborhood Area may not plant any landscaping of any kind on any Area of Common Responsibility (which includes all yard areas of any Quadplex/Duplex Lot), except an Owner may plant landscaping consistent with any the landscape design criteria that may be promulgated by the PRC , the ARC, or the MRC, as applicable, in an area or areas approved by the PRC, the ARC, or the MRC, as applicable from time to time. Any such approved landscaping planted by an Owner shall be maintained by the Owner thereof in a good, aesthetically pleasing manner and shall not be the responsibility of the Neighborhood Association. Owners within the Neighborhood Area may not alter or modify any portion of the common irrigation system (including any timers constituting a part thereof) without the prior written approval of the Neighborhood Association.

(b) Maintenance of Irrigation System. Except as otherwise provided for hereinbelow and without limiting the generality of the foregoing of this Exhibit, the Neighborhood Association shall maintain and keep in good repair the master landscaping irrigation system installed to serve the Quadplex/Duplex Lots within the Neighborhood Area and the adjacent tracts (hereinafter referred to as the "Quadplex/Duplex Area Irrigation System"), which will include wells, pumps, reuse mains and associated valves, lines and other improvements and facilities, as part of the Area of Common Responsibility at such times and in such manner as shall be determined by the Neighborhood Association. Notwithstanding the foregoing provisions of this

section regarding the Neighborhood Association's responsibility for maintenance of the Quadplex/Duplex Area Irrigation System on each Quadplex/Duplex Lot, each Owner shall be responsible for maintaining such irrigation system on such Owner's Quadplex/Duplex Lot in any areas of the Quadplex/Duplex Lot which are enclosed for the use and benefit of only that Quadplex/Duplex Lot or otherwise not reasonably accessible for maintenance by the Neighborhood Association. If there is uncertainty or disagreement of any such areas of a Quadplex/Duplex Lot which are the responsibility of the individual Owners, then the Neighborhood Association shall have the sole discretion to determine whether such areas are to be maintained by the Neighborhood Association as a Common Expense or by the individual Owner. Owners within the Neighborhood Area may not alter or modify any portion of the Quadplex/Duplex Area Irrigation System within the Neighborhood Area (including any timers constituting a part thereof) without the prior written approval of the Neighborhood Association. To ensure the integrity and proper functionality of the Quadplex/Duplex Area Irrigation System, all Owners of Quadplex/Duplex Lots that are responsible for maintaining, repairing and/or replacing any part of the Quadplex/Duplex Area Irrigation System hereunder shall contract with the Neighborhood Association to perform such maintenance, repair or replacement. The Neighborhood Association will coordinate and ensure that such maintenance, repair or replacement of the Quadplex/Duplex Area Irrigation System are performed on such Owner's Quadplex/Duplex Lot, and the Neighborhood Association or its duly appointed employees, agents or contractors, shall have the right and an easement and license to enter upon the Quadplex/Duplex Lot, without being guilty of any trespass therefor, for the purpose of performing such services, all at the sole expense of the Owner thereof. Such costs and expenses, together with an overhead expense to the Neighborhood Association of fifteen percent (15%) of the total amount thereof shall be payable by the Owner of the Quadplex/Duplex Lot to the Neighborhood Association within ten (10) days after written notice to the Owner of the amount thereof, which amount shall become or be treated in the same manner as an Individual Assessment levied against said Quadplex/Duplex Lot. The Neighborhood Association may place a lien upon such Quadplex/Duplex Lot to recover such costs and expenses, as provided in Article VIII hereof, and the Neighborhood Association may seek all other legal and equitable remedies available to it.

(c) Termite/Insect Treatment by Neighborhood Association. The Neighborhood Association shall continuously maintain a termite re-treatment and repair warranty for each Home located on a Quadplex/Duplex Lot within the Neighborhood Area. Notwithstanding the foregoing, the Neighborhood Association's liability to each Owner with respect to damage caused by wood destroying organisms shall be limited to the coverage provided by the termite re-treatment and repair warranty maintained by the Neighborhood Association and the Neighborhood Association shall not be liable for any damage, loss, cost or expense incurred by an Owner in connection with damage to such Owner's Home by wood destroying organisms which is not covered or recoverable under such warranty. Each Owner shall have the right to obtain and maintain at such Owner's sole cost and expense such additional termite treatments and warranties on the Owner's Home as such Owner deems prudent and necessary. The Neighborhood Association shall have the right to conduct from time to time such inspections and treatments of the exterior and interior of each Home in the Neighborhood Area as necessary to obtain or maintain the termite retreatment and repair warranty carried by the Neighborhood Association. The costs and expenses incurred by the Neighborhood Association in connection with obtaining and maintaining such termite re-treatment and repair warranty for the Homes located within the Neighborhood shall be a Common Expense under this Neighborhood Declaration, but included in Assessments imposed only against the Owners of the Quadplex/Duplex Lots.

In addition, the Neighborhood Association shall obtain and continuously maintain a contract with a licensed firm for the control of insects in the interior areas of each Home located on a Quadplex/Duplex Lot within the Neighborhood Area. The scope and manner of such insect control, including without limitation the specific types of insects to be controlled shall be determined by the Neighborhood Association in its sole discretion. Therefore, each Owner shall have the right to obtain and maintain at such Owner's sole cost and expense such additional insect or pest treatment and control services for such Owner's Home as the Owner deems prudent or necessary. The Neighborhood Association shall have the right to conduct from time to time such inspections and treatments of the interior of each Home in the Neighborhood as necessary to properly treat and control insects within the interior of all Homes. To facilitate the proper and effective control of insects in Home interiors, each Owner shall maintain such Owner's Home in a clean and sanitary manner. The costs and expenses incurred by the Neighborhood Association in connection with obtaining and maintaining such insect treatment and control service for the interiors of Homes located within the Neighborhood shall be a Common Expense under this Neighborhood Declaration, but included in Assessments imposed only against the Owners of the Quadplex/Duplex Lots.

(d) Re-Painting Exterior Surfaces. The Neighborhood Association shall be responsible for the periodic exterior re-painting of all Homes located on Quadplex/Duplex Lots as part of the Area of Common Responsibility in order to keep the appearance of all Homes in a condition comparable to the condition of the painted Home at the time of initial construction, except for normal weathering, wear and tear. If deemed necessary or appropriate by the Neighborhood Association, exterior re-painting may include caulking of windows and doors, pressure cleaning and other preparation of the Home's exterior surfaces. The frequency and time at which such exterior re-painting and related maintenance as provided herein shall take place and the manner, materials and color to be used, shall be determined by the Board of Directors in its sole and absolute discretion. The Neighborhood Association shall establish and maintain a reserve fund for the periodic exterior maintenance and re-painting of Homes on the Quadplex/Duplex Lots. The Owner of a Home is responsible for the temporary relocation or the removal of any furniture, plants, decorations or other items that may impede the exterior repainting of the Home within seven (7) days after receipt of a written request from the Neighborhood Association for such relocation or removal. If such Owner fails to timely relocate or remove such items as requested by the Neighborhood Association, the Neighborhood Association shall have entry rights set forth in Article IV, Section 9 of this Neighborhood Declaration to temporary relocate or to remove the impeding items at the Owner's expense in order to maintain the Home as required in this section.

(e) Roofs of Homes. In order to maintain a uniform appearance for all Homes located on Quadplex/Duplex Lots, the periodic re-roofing and all other roof maintenance and repair of all Homes shall be performed by the Neighborhood Association as part of the Area of Common Responsibility. The Neighborhood Association's maintenance and repair responsibility for the roofs of Homes shall include the exterior surface, moisture barrier and roof sheathing, together with the obligation to maintain the Home's fascia, soffit, rain gutters and down-spouts. If deemed necessary or appropriate by the Neighborhood Association, the Neighborhood Association may also periodically pressure clean the roof of any Home as a maintenance measure. The frequency and time at which such exterior roof maintenance and the replacement of roof tiles shall take place and the manner, materials and color to be used shall be determined by the Board of Directors in its sole and absolute discretion. The Neighborhood Association shall establish and

maintain a reserve fund for the periodic roof maintenance and re-roofing of Homes on the Quadplex/Duplex Lots.

Section 3. Owner's Exterior/Interior Maintenance Responsibility. All exterior portions of a Home located on a Quadplex/Duplex Lot, together with all property, structures, sidewalks, walkways, porches, appurtenances and other exterior improvements on the Quadplex/Duplex Lot, not maintained by the Neighborhood Association as expressly provided in this Exhibit, as well as any sidewalk areas within a public right-of-way running parallel to the boundary lines of the Quadplex/Duplex Lot, shall be maintained by the Owner of such Quadplex/Duplex Lot in first class, good, clean, safe, neat, and attractive condition and in a manner consistent with this Neighborhood Declaration and any standard established by the Board of Directors, as well as the Community-Wide Standard, and all applicable covenants, including those contained within the Community Declaration and the Neighborhood Declaration, unless such maintenance responsibility is otherwise expressly assumed by the Neighborhood Association. By way of illustration, but not limitation, the Owner of each Home located on a Quadplex/Duplex Lot shall be solely responsible for the adjustment, maintenance, repair and replacement of all windows, doors, glass, screens, lighting fixtures, door and window hardware, locks, driveways, exterior balcony railings, patios, associated outdoor enclosures (including any exterior walls within such outdoor enclosures), sidewalks, walkways, and any landscaping that an Owner is permitted to installed pursuant to this Neighborhood Declaration, and any subsurface drains or gutters and patio downspouts, if any, affixed to or located within such Owner's Home or Quadplex/Duplex Lot. In addition, except as may be set forth in this Exhibit relating to Party Walls and exterior walls, each Owner is exclusively responsible for maintaining, repairing and replacing the interior of the Home on the Owner's Quadplex/Duplex Lot; and all repair, maintenance or replacement work, including repairs, maintenance or replacement to the paint, plaster or wall board and to any system or improvement, pertaining to a Home's interior is the obligation of the Home's Owner. Without limiting the generality of the foregoing, except as may be set forth in this Exhibit relating to Party Walls and exterior walls, the Owner is responsible for the repair, maintenance and replacement of all electrical, plumbing, heating, ventilation, air conditioning systems, fixtures, appliances, trims and finishes located within each Owner's Quadplex/Duplex Lot and Home. In the event of any doubt or dispute as to whether the maintenance, repair and replacement of any portions of a Quadplex/Duplex Lot or Home is the responsibility of the Neighborhood Association or the individual Owner, the Board of Directors of the Neighborhood Association shall have the exclusive and absolute authority to render the final determination of whether the responsibility is that of the Neighborhood Association or the individual Owner. If any Owner fails properly to perform his or her maintenance responsibility, the Neighborhood Association, in its sole discretion, shall have a right of entry upon such Quadplex/Duplex Lot and may perform such maintenance, but shall not be obligated to do so, and assess all costs incurred by the Neighborhood Association (together with an overhead expense to the Neighborhood Association of fifteen percent (15%) of the total amount thereof) against the Quadplex/Duplex Lot and the Owner thereof as an Individual Assessment in accordance with Section 4 of Article VII of this Neighborhood Declaration; provided, however, except when entry is required due to an emergency situation, the Neighborhood Association shall afford the Owner reasonable notice and an opportunity to cure the problem of at least seven (7) business days prior to entry. The Neighborhood Association shall have no obligation to perform any such maintenance, unless required to do so under the Neighborhood Declaration or Community Declaration. By acceptance of a deed or other instrument evidencing an ownership interest in a Home, each Owner hereby grants to the Neighborhood Association a right and easement in and to the Home and the land comprising each

Quadplex/Duplex Lot in order to maintain same in accordance with this Neighborhood Declaration, and said right and easement shall be a covenant running with the land as to each Quadplex/Duplex Lot. The determination as to whether a Quadplex/Duplex Lot and all structures, parking areas, driveways, landscaping and other improvements are being maintained in good repair and in a manner consistent with the foregoing shall be made by the Board of Directors of the Neighborhood Association, except to the extent the ARC may otherwise determine as to the Community-Wide Standard. Notwithstanding any provision of this Neighborhood Declaration to the contrary, in no event shall any Owner or such Owner's tenants, invitees, guests or contractors enter upon, mow, clear, trim, modify or disturb in any manner any Conservation and Preservation Area adjoining the Owner's Quadplex/Duplex Lot or otherwise; provided, however, that entry upon and through a Conservation and Preservation Area is permissible within walkways, trails, paths and areas designated for such use by the entity responsible for managing and maintaining such Conservation and Preservation Areas, in its sole and absolute discretion.

Section 4. Right of Entry. Neighborhood Declarant and the Neighborhood Association are granted, in addition to the other similar rights granted herein, a perpetual and irrevocable easement over, under and across the Neighborhood Area and each Quadplex/Duplex Lot and Home thereon for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Neighborhood Declaration, and for the performance of any re-painting, re-roofing, maintenance, alteration or repair which it is entitled or obligated to perform under this Neighborhood Declaration. Without limiting the foregoing, Neighborhood Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Neighborhood Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of the Neighborhood Area if Neighborhood Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

Section 5. Party Walls and Exterior Non-Party Walls

(a) Ownership of the Party Wall. The Quadplex/Duplex Lots are to be developed as Lots for attached single family quadplex or duplex residences separated by a Party Wall. The respective Owners of the Homes separated by the Party Wall shall be co-owners of the Party Wall (hereinafter referred to as "Party Wall Co-Owners"). Except as provided herein, each Owner shall be deemed the sole owner of that portion of the Party Wall and the roof system constructed solely upon such Owner's Quadplex/Duplex Lot to the center line of such Party Wall. If, however, due to conditions in the field or other causes, the midpoint of such Party Wall is not so located, then the Owner of the Quadplex/Duplex Lot upon which the Party Wall encroaches shall be deemed to have conveyed a perpetual easement to the adjoining Owner for any encroachment of the Party Wall and related improvements upon such Quadplex/Duplex Lot. In addition, each Owner shall be deemed to have conveyed to the Owner of an adjoining Quadplex/Duplex Lot, easements of support and for utilities in and through such Party Wall. In addition, each Owner is granted a perpetual easement over that portion of an adjacent Quadplex/Duplex Lot on which such Owner's Party Wall and related roof system is constructed solely for the purpose of the maintenance, repair and use of said Party Wall and roof system as a common structural support and roof for each Home sharing such Party Wall and roof system. Each Party Wall Co-Owner shall have the right to use the side of the Party Wall within the Owner's Quadplex/Duplex Lot and Home in any lawful manner, including attaching structural or finishing

materials to it; however, in particular because a Party Wall serves as a fire wall, a Party Wall Co-Owner shall not structurally impair, cause or allow any penetration of, or otherwise reduce the fire resistance of the Party Wall. A Party Wall Co-Owner shall not do or permit any act or thing to be done to the Party Wall which is contrary to law or invalidates the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy or which causes an unreasonable annoyance to the other Party Wall Co-Owner.

(b) Responsibility for Repairing and Maintaining the Party Wall and Non-Party Exterior Walls. Except in the case of property damage which is covered by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy, the cost of repairing, rebuilding and maintaining each Party Wall, including without limitation each Party Wall's foundation, shall be the joint obligation of each of the Party Wall Co-Owners; including, but not limited to, all costs relating to repairing or rebuilding the concrete block, rebar, tie beam, insulation, associated framing and all other elements of the Party Wall. Except in the case of property damage which is covered by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy, the cost of repair and maintenance of each Home's exterior walls (other than the Party Wall) and the electrical, plumbing, heating, ventilation, and air conditioning systems and fixtures serving such Home (even if located within a Party Wall) are the exclusive obligations of the Owner of such Home; including, but not limited to, all costs relating to repairing or rebuilding the concrete block, rebar, tie beam, insulation, associated framing, exterior doors, windows, and all other elements of the Home's exterior walls.

(c) Repairing Damage to Party Walls and Non-Party Exterior Walls. In the event of damage or destruction of a Home's exterior walls, other than the Party Wall, from any cause not covered by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy, the Owner of the Home shall promptly repair or rebuild the damaged or destroyed exterior wall in its original location, of the same size, of the same or similar material and of like quality with the original exterior wall, and the cost of such repairs or reconstruction shall be the responsibility of the Owner of the Home. If the damage or destruction of any exterior wall is caused by the negligent act of a party other than the Owner, this provision is not intended to abrogate or supersede any legal or equitable rights or remedies which the non-negligent Owner may have against such negligent party. In the event of damage or destruction of the Party Wall from any cause, other than the negligence of either Party Wall Co-Owner, to the extent not covered by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy, the Party Wall Co-Owners shall repair or rebuild the Party Wall in its original location, of the same size, of the same or similar material and of like quality with the original Party Wall, and the cost of such repairs or replacement shall be shared equally between the Party Wall Co-Owners. Each Party Wall Co-Owner, and its successors and assigns, shall have the right to the use of the Party Wall so repaired or rebuilt. There shall be no subrogation or contribution between such Owners for the negligence or negligent acts of one of the Party Wall Co-Owners where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by insurance, the negligent Party Wall Co-Owner shall bear the cost. If there is a disagreement between the Party Wall Co-Owners as to any matters provided for in this Section, which cannot be resolved between the Party Wall Co-Owners, then any repair, rebuilding or replacement required to be done may be performed by the Neighborhood Association, upon the approval of and at the direction of the Board of Directors, and the costs thereof shall be assessed by the Neighborhood Association as a Special Assessment against each of the Party Wall Co-Owners, and said Assessments shall remain a lien on each Quadplex/Duplex Lot until paid, which

lien shall be enforceable in the same manner as an Individual Assessment provided for in Article VIII of this Neighborhood Declaration. This provision is not intended to abrogate or supersede any legal or equitable rights or remedies which the non-negligent Party Wall Co-Owner may have against the negligent Party Wall Co-Owner.

(d) Easement; Notice of Party Wall Damage. The Neighborhood Association shall have the right to enter any Home on a Quadplex/Duplex Lot without notice on an emergency basis in the event such entry is necessary to prevent damage to any portion of the Neighborhood Area (including a Party Wall) or to secure the safety of any of its residents. Notwithstanding, nothing herein shall be deemed to obligate the Neighborhood Association to undertake any such efforts and the Neighborhood Association shall in no event be liable to any Owner if the Neighborhood Association is unwilling or unable to undertake such efforts in a timely manner. In addition, each Party Wall Co-Owner hereby grants to its respective Party Wall Co-Owner, and its successors and assigns, a perpetual non-exclusive easement and right of entry over and across their respective Quadplex/Duplex Lot and Home for the purpose of performing the maintenance, repair, and, if required, replacement work, relating to a Party Wall, provided that any such easement is exercised after notice and during reasonable hours. Repairs and reconstruction of the Party Wall shall be undertaken wherever a condition exists which may result in damage or injury to person or property if repair or reconstruction work is not undertaken. With respect to a Party Wall suffering damage not covered by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy, upon discovering the possibility of damage or destruction, a Party Wall Co-Owner shall notify the other Party Wall Co-Owner in writing of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction (hereinafter referred to as the "Party Wall Repair Notice"). The other Party Wall Co-Owner shall then have twenty (20) days from the receipt of the Party Wall Repair Notice either to object to the repairs or reconstruction or to pay the Party Wall Co-Owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening the safety of persons or property), the Party Wall Repair Notice shall specify that an emergency exists and the other Party Wall Co-Owner shall then have five (5) days from receipt of the Party Wall Repair Notice to either object to the repairs or reconstruction or to pay its share of the cost of the work.

(e) Party Walls/Negligence and Indemnification. If a Party Wall Co-Owner's negligence shall cause damage to or destruction of a Party Wall, the negligent Party Wall Co-Owner shall bear the entire cost of repair, reconstruction or replacement not covered by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy. Each Quadplex/Duplex Lot Owner agrees to indemnify the Neighborhood Declarant, the Neighborhood Association and the other Party Wall Co-Owner for injury or personal or property damage, when such injury or damage shall result from, arise out of, or be attributable to its failure to perform or comply with its duties and obligations under this Neighborhood Declaration.

(f) Damage and Destruction to Party Wall and Non-Party Exterior Walls Covered by Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy. In the event of damage or destruction of the Party Wall or any non-party exterior wall of a Home from any cause covered by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy, the Party Wall Co-Owners or the Owner of the damaged non-party exterior wall, as the case may be, shall notify the Neighborhood Association in writing of the nature of the damage and the Neighborhood Association shall thereafter undertake the repair or reconstruction work necessary to restore the damaged wall or walls in accordance with the Neighborhood Association's

Quadplex/Duplex Lot Property Insurance Policy. Upon receipt of notice of such damage or destruction, the Neighborhood Association shall promptly notify the insurer thereof and file an appropriate claim under such policy. All proceeds received under the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy relating to such damage or destruction shall be used by the Neighborhood Association at the direction of the Board of Directors for the repair of such damage or destruction, including without limitation, the Neighborhood Association's, if applicable, preparing plans and specifications, obtaining required governmental permits and entering into construction contracts for the restoration work. The contractor or contractors performing the work necessary to repair such damage or destruction shall be selected by the Board of Directors in its sole and absolute discretion.

Section 6. Neighborhood Association's Property Insurance for Quadplex/Duplex Homes. Subject to the exclusions set forth below in this Exhibit, the Neighborhood Association shall obtain, and continuously maintain, the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy providing primary coverage for building improvements constituting the Area of Common Responsibility associated with the Quadplex/Duplex Lots, including, but not limited to, the Party Wall; non-party exterior walls; interior partitions and roof system, as originally installed or replacement of like kind and quality, in accordance with the applicable Home's original construction plans and specifications; ~~all plumbing, including without limitation, all plumbing pipes and fixtures; all components of the Home's electrical system, including without limitation, all wiring, panels, and electric fixtures; all components of the Home's heating, air conditioning and ventilation system, including without limitation, all compressors, fans, motors and duct work;~~ but shall exclude all personal property within the Home; all exterior windows and doors, and all components thereof; all floor, wall, and ceiling coverings; all built-in cabinets, built-in furniture and counter-tops; appliances, water heaters, water filters; all plumbing, including without limitation, all plumbing pipes and fixtures; all components of the Home's electrical system, including without limitation, all wiring, panels, and electric fixtures; all components of the Home's heating, air conditioning and ventilation system, including without limitation, all compressors, fans, motors and duct work; all window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components; and any replacements of any of the foregoing which are located within the interior of the Home or the Home's Quadplex/Duplex Lot and which serve only the Home. The premium for such policy shall be included in the Assessments imposed upon the Owners of the Quadplex/Duplex Lots. Each of the foregoing excluded items is the responsibility of the Owner of the applicable Home and Quadplex/Duplex Lot, and the Owner shall be responsible for obtaining and maintaining insurance thereon as provided in Section 10 of Article IV hereinbelow. To the extent of any deductible for such property insurance and insured damages in excess of coverage under the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy, the Neighborhood Association shall bear same, and all such expenses shall be a Common Expense included in Assessments, except that (i) the Owner of a Quadplex/Duplex Lot is responsible for the costs and repair or replacement of any portion of the Area of Common Responsibility not paid by insurance proceeds if such damage is caused by the intentional conduct, negligence, or failure to comply with the terms of this Neighborhood Declaration or the rules of the Neighborhood Association, by such Owner, the members of such Owner's family, tenants, guests or invitees, without compromise of the subrogation rights of the insurer; and (ii) the Neighborhood Association is not obligated to pay for the reconstruction or repair of a covered casualty to any Home located on a Quadplex/Duplex Lot as a Common Expense if the related damages were known or should have been known to the Owner of such Home and were not reported to the Neighborhood

Association until after the Neighborhood Association's insurance claim for such casualty was settled, resolved with finality or denied. The Neighborhood Association shall establish and maintain a reserve fund for any deductible required by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy as determined by the Board of Directors, including, but not limited to, any hurricane or catastrophic deductible; provided, however, that in the event such reserve is not adequate to fully cover any applicable deductible associated with a property loss covered by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy, the Board of Directors is empowered to levy a Special Assessment on each Owner of a Quadplex/Duplex Lot as provided in this Neighborhood Declaration. The Board of Directors for the Neighborhood Association shall have the exclusive right to negotiate and settle all property insurance claims associated with those parts of the Home on a Quadplex/Duplex Lot covered by the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy whether made against the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy or an Owner's property insurance policy. The Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy shall contain waivers of subrogation and waivers of any defense based on coinsurance or of pro rata reduction of liability or of invalidity arising from any acts of the insured, if the same are available without any increase in the premium for the insurance coverage. A copy of the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy and of all renewals of such insurance, together with proof of payment of premiums, shall be made available to any Owner upon request. Notwithstanding the foregoing insurance obligations of the Neighborhood Association, the Neighborhood Association shall only be required to maintain the areas and components specifically set forth in Article IV of this Neighborhood Declaration.

Section 7. Owner's Property Insurance. By virtue of accepting a deed conveying a Quadplex/Duplex Lot in the Neighborhood Area, each Owner covenants and agrees with the Neighborhood Association that such Owner shall obtain and continuously maintain property insurance covering the Owner's Home (excluding those portions of which are insured under the Neighborhood Association's Quadplex/Duplex Lot Property Insurance Policy) in an amount equal to the full replacement cost thereof (hereinafter referred to as the "Owner's Property Insurance"). Any deductibles associated with an Owner's Property Insurance shall be in amounts which are reasonable, customary and consistent with industry standard. Without limiting the generality of the foregoing, the Owner's Property Insurance shall cover all personal property within the Home; all floor, wall, and ceiling coverings; all built-in cabinets, built-in furniture and counter-tops; all electrical fixtures, appliances, water heaters, water filters; all plumbing, including without limitation, all plumbing pipes and fixtures; all components of the Home's electrical system, including without limitation, all wiring, panels, and electric fixtures; all components of the Home's heating, air conditioning and ventilation system, including without limitation, all compressors, fans, motors and duct work; all window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components; all doors and windows, and all components thereof, and any replacements of any of the foregoing which are located within the interior or exterior, as the case may be, of the Home or within the Homes' Quadplex/Duplex Lot and which serve only the Home. Each Owner is solely responsible for the cost of repair and reconstruction of any portion of the Owner's Home required to be covered under the Owner's Property Insurance as provided herein; and any such repair or reconstruction work which the Neighborhood Association elects to undertake is chargeable and enforceable by the Neighborhood Association against such Owner and the Owner's Quadplex/Duplex Lot as an Individual Assessment in accordance with this Neighborhood Declaration. Each Owner shall provide the Neighborhood Association on demand

with a true and complete copy of the Owner's Property Insurance Policy. Notwithstanding the insurance obligations of an Owner under this Section 7, each Owner shall comply with its maintenance obligations set forth in Article IV of this Neighborhood Declaration.

Section 8. Assessments for Quadplex/Duplex Lots. Notwithstanding anything stated herein to the contrary and in addition to and not in derogation of any other rights provided to the Neighborhood Association and/or the Board of Directors herein in this Neighborhood Declaration, the Board of Directors may and has the sole, and absolute right and authority to, levy a Special Assessment against all Owners of Quadplex/Duplex Lots in order to pay (i) any applicable deductible associated with a property loss covered by the Neighborhood Association's Property Insurance Policy or (ii) for damages covered by the Neighborhood Association's Property Insurance Policy in excess of coverage limits. Such Special Assessment shall require the approval of at least a majority of the Board of Directors at any regular or special meeting of the Board of Directors held in a accordance with the Neighborhood Association's Bylaws.

Section 9. Driveway and Parking Easements. Due to the nature and proximity of the Quadplex/Duplex Lots to one another, certain adjoining Quadplex/Duplex Lots may contain adjoining, attached or common driveways. In such instances, the Owner of each Quadplex/Duplex Lots shall be deemed to have conveyed a perpetual vehicular access easement to the Owner of the adjoining Quadplex/Duplex Lots to facilitate such Owner's access to his Quadplex/Duplex Lot from the adjacent road right-of-way. Notwithstanding anything herein to the contrary, such easement shall be solely for purposes of vehicular ingress and egress and shall not be for parking purposes. No vehicles shall be parked in such a manner as to interfere with or obstruct vehicular access to and from any adjoining Quadplex/Duplex Lot and its appurtenant driveway and garage.

So long as Neighborhood Declarant owns any Quadplex/Duplex Lot within the Neighborhood, Neighborhood Declarant reserves the right to assign to any Owner the exclusive use of any parking space not constituting a part of a Quadplex/Duplex Lot. Any such assignment shall be on such terms and subject to such conditions as the Neighborhood Declarant may impose from time to time. Any parking spaces not so assigned shall be available for use by any Owner on a first come, first serve basis. Parking of any vehicles within such parking spaces shall be subject to any and all other restrictions on parking contained within the Neighborhood Declaration or Community Declaration or as otherwise promulgated by the Neighborhood Association or the Community Association from time to time. At such time as Neighborhood Declarant no longer owns any Quadplex/Duplex Lot within the Neighborhood, the rights reserved in this section shall be exercised by the Neighborhood Association.