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**DECLARATION OF CONDOMINIUM  
FOR  
ROCKLEDGE PROFESSIONAL CENTER CONDOMINIUM,  
A COMMERCIAL CONDOMINIUM**

**REAL ESTATE INVESTMENT GROUP OF BREVARD, LLC**, a Florida limited liability company ("Developer"), being the owner of the fee simple title to the property described on attached **Exhibit "A"**-Sheet 6 and depicted on Sheet 2 thereof, for itself, its successors, grantees and assigns, hereby submits said property, improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718 of the Florida Statutes, as enacted upon date of recordation hereof (the "Condominium Act").

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be; shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgages, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both of the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

**1.0 DEFINITIONS.**

As used in this Declaration, in this Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

**1.1** "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association as they exist from time to time. The Articles are attached as **Exhibit "B"** hereto and the Bylaws are attached as **Exhibit "C"** hereto.

**1.2** "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.



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**1.3** "Association" or "Corporation" means Rockledge Professional Center Condominium Association, Inc. the Florida not-for-profit corporation responsible for the operation of the Condominium.

**1.4** "Board of Directors" or "Board" means the board of directors or other representative body responsible for the administration of the Association.

**1.5** "Building" means a structure now or hereafter located on the Condominium Property, within which one or more Units are contained.

**1.6** "Common Elements" means that portion of the Condominium Property not included in the Units (sometimes referred to as "Common Area").

**1.7** "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association or this Declaration to be Common Expenses and any other valid expenses or debts of the condominium as a whole, of individual Unit Owners, or of the Association which are assessed against the Unit Owners.

**1.8** "Common Surplus" means the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

**1.9** "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

**1.10** "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**1.11** "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.

**1.12** "Developer" means Real Estate Investment Group of Brevard, LLC, a Florida limited liability company, and its successors and assigns.

**1.13** "HVAC" means heating, ventilating and air conditioning.

**1.14** "Individual Unit Expenses" means the expenses of a Unit Owner other than expenses declared by the Association or this Declaration to be Common Expenses.

**1.15** "Limited Common Elements" means and includes those Common Element which are reserved for the use of a certain Unit or Units to the exclusion of other Units (sometimes referred to as "Limited Common Elements").



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1.16 "Mortgagee" means a bank, the Developer, or any Unit Owner who finances purchase with seller financing, a federal savings bank, insurance company, mortgage company, real estate investment trust, recognized institutional lender or its loan correspondent or agency of the United State Government, which owns or holds a mortgage encumbering a Condominium Parcel.

1.17 "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

1.18 "Unit" means a part of the Condominium Property which is to be subject to private ownership, as described in section 2.4 below.

1.19 "Unit Owner" or "Owner of Unit" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Brevard County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, it's successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.20 "Utility" as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.

1.21 "Surface Water or Stormwater Management System" means a portion of the Property which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, of the Florida Administrative Code.

1.22 "The Condominium" or "this Condominium" means **ROCKLEDGE PROFESSIONAL CENTER CONDOMINIUM**, a commercial condominium.

**2.0 CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.**

2.1 The name of this Condominium is **ROCKLEDGE PROFESSIONAL CENTER CONDOMINIUM**, a commercial condominium.

2.2 There shall pass with each Unit as appurtenances thereto:

2.2.1 An undivided share in the Common Elements;



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2.2.2 An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;

2.2.3 An undivided share in the Common Surplus; and

2.2.4 Membership of the Unit Owner in the Association.

2.3 Each Unit Owner is entitled to the exclusive possession of its Unit subject to the provisions of this Declaration. Each Unit Owner shall also be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

2.4 Each Unit is identified by a specific numerical designation as set forth in "Exhibit A" Sheet 2 attached hereto. This is a land condominium. Each Unit in the Condominium shall consist of the area or space having the exterior or perimetrical boundaries described in the Surveyor's certificate attached as "Exhibit A", extended upward to infinity, and having as its lower horizontal boundary a plane co-existent with the unimproved surface of the land within said perimetrical boundaries. Any improvements constructed or installed on any portion of a Unit, as described herein, are included within and form a part of said Unit. Such improvements include the foundation slab intended to support improvements constructed by a Unit Owner thereon. Together with this Declaration, "Exhibit A" includes sufficient detail to identify the Common Elements and each Unit and provides an accurate representation of the locations and dimensions of same.

2.5 Subject to the applicable laws and ordinances of state and local government, Developer reserves the right to change the size and configuration of all Units submitted to the Condominium as long as Developer owns the Units so changed and altered; further, Developer reserves the right to alter the boundaries between Units so long as Developer owns the Units so altered; to alter or modify the appurtenances to a Unit; to change the proportion or percentage by which the owner of a Unit shares common expenses and owns the common surplus and to increase or decrease the number of Units and to alter the boundaries of the Common Elements so long as Developer owns the Units abutting the Common Elements where the boundaries are being altered, provided none of the foregoing changes shall be made to a Unit not owned by Developer without amendment of this Declaration, which amendment for such purposes shall be approved by a majority of the total voting interests in the Condominium. The Developer and Association each reserve the right to install certain utility services underground, and/or over and above any Unit, and in any Common Area or facility, to serve lands and areas other than those involved in the Condominium described herein, as well as those within the Condominium.



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2.6 "Time share estates" as defined in the Florida Statutes, may not be created in any Unit by any person or entity.

2.7 The Units shall be used only for the purposes allowed by the applicable zoning classification for the Condominium Property, and subject always to the provisions of this Declaration.

### 3.0 **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.**

3.1 The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

3.2 A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

3.3 The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

### 4.0 **COMMON ELEMENTS.**

4.1 Common Elements include the following:

4.1.1 Any portion of the Condominium Property which is not included within the Units or Limited Common Elements.

4.1.2 All installations required for the furnishing of Utilities or other services to more than one Building or to the Common Elements.

4.1.3 Easements through Units for conduit, ducts, plumbing, wiring, communication services and other facilities for the furnishing of the Utilities to other Units, and/or to the Common Elements.

4.2 The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is as set forth in Exhibit "D" hereto.

### 5.0 **LIMITED COMMON ELEMENTS.**

5.1 The Limited Common Elements are depicted on the plot plan and survey attached as Exhibit "A". The Limited Common Elements shall also include all HVAC units if located on Common Elements. All party walls, conduit, ducts, plumbing, wiring, communications services, and other facilities for the furnishing of utilities to a Unit, or to more than one Unit, shall be Limited Common Elements appurtenant to all Units using or capable of use of same. The Limited



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Common Elements may include other areas that are so designated pursuant to an amendment to this Declaration.

5.2 The Limited Common Elements shall be maintained by the Unit Owners which use, are capable to use, or which are benefitted by the Limited Common Elements. The costs of maintaining, repairing and replacing the Limited Common Elements shall be borne equally by the Owners of Units to which the Limited Common Elements are appurtenant. Any common roof system serving a Building, or serving more than one Unit shall, once constructed, be a Limited Common Element and shall be maintained, repaired and replaced by the Owners utilizing said roofing system, proportionate to the square footage used.

If a Unit Owner fails to pay its pro rata share of the maintenance costs of any Limited Common Element, the other Unit Owners which use or benefit from the Limited Common Element ("Other Unit Owners"), or the Association, may make such repairs as they may deem necessary and all costs thereof shall be assessed against the defaulting Unit Owner. The Other Unit Owners or the Association shall have a lien against the defaulting Unit Owner for the costs of any repairs it shall make for or on behalf of the defaulting Unit Owner, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the maximum rate allowed by law and a reasonable attorney fee incurred by the other Unit Owners or the Association, or both, for collection. This provision may also be enforced by injunctive relief.

#### 6.0 DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

6.1 The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "A"- Sheet 6 attached hereto and made a part hereof.

6.2 Exhibit "A" attached hereto and made a part hereof includes a survey of the Condominium Property, a description of the Units, and a plot plan.

#### 7.0 AMENDMENT OF DECLARATION.

7.1 This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of at least two-thirds (2/3) of the Units. All amendments shall be evidenced by a certificate and recorded in the Public Records of Brevard County, Florida, except as is otherwise provided in this Declaration:

7.1.1 Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property, or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.



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7.1.2 No amendment shall materially impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee. Mortgagee's consent shall not be unreasonably withheld; and

7.1.3 No amendment shall be passed which shall in any way affect or diminish any of the rights, privileges, powers or options of the Developer, without the prior written consent of the Developer; and

7.1.4 Any amendment which would affect the Surface Water Management System, including water management portions of the Common Elements, shall not be passed without the prior written approval of all applicable governmental agencies.

## **8.0 THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.**

8.1 The operation of the Condominium shall be vested in the Association.

8.2 No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

8.3 All Unit Owners shall automatically be members of the Association, and a Unit Owner's Membership shall terminate when it no longer owns a Unit.

8.4 Each Unit Owner shall be entitled to a vote equal to its percentage of ownership of the Common Elements, in accordance with the Articles and By-Laws. Multiple Owners of a Unit shall collectively be entitled to their vote for said Unit in accordance with voting privileges set forth in the Articles and By-Laws.

8.5 The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Condominium Act, and this Declaration and shall include, but not be limited to, the following:

8.5.1 The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements, or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to a Unit.

8.5.2 The power to levy and collect Assessments from Unit Owners to maintain, repair and replace the Common Elements of the Condominium Property, and for operation of the Condominium.

8.5.3 The keeping of accounting records in accordance with good accounting practices.

8.5.4 The power to enter into contracts with other for the maintenance, management, operation, repair and servicing of the Condominium.



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8.5.5 The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, for the benefit of the Unit Owners, all of whom shall be subject to such rules and regulations; provided however, that no rule or regulation shall in any affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

8.5.6 The power to obtain and maintain adequate insurance to protect the Association and the Common Elements.

8.5.7 The power to purchase Units and to acquire, hold, lease, mortgage and convey the same.

## 9.0 BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "C". No amendment to said By-Laws shall be adopted which would affect or impair the validity of priority of any mortgage covering any Condominium Parcel.

## 10.0 MAINTENANCE; IMPROVEMENT; ALTERATION; ARCHITECTURAL CONTROL.

10.1 Subject to the provisions hereof, the maintenance of the Common Elements shall be the responsibility of the Association; provided however, that the Association shall not be responsible for the maintenance, repair or replacement of any Limited Common Element, including but not limited to any air conditioning compressor, electrical wiring, plumbing, alarm system wiring, hot water tanks, conduits and the like located outside of a Unit, which responsibility shall, instead, be borne solely by the Owner(s) of such Unit(s) serviced thereby. The Association may initially incur the charge related to maintenance, repair or replacement of said specific items servicing a specific Unit, but the Association shall assess the charge against the responsible Unit Owner, who then shall pay the special assessment.

10.2 No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of any Building, or impair any easement, without the prior written approval of the Board.

10.3 There shall exist an Architectural Control Review Committee (hereinafter referred to as "Committee") which shall consist of three (3) members. However, so long as the Developer owns any Unit, or any lands adjacent to the Condominium Property, the architectural control and approval of all plans and specifications and other functions of the Committee herein shall be vested in the Declarant. Thereafter, the three Committee members shall be appointed by the Board of Directors, and one or more of the Directors may serve on the Committee.





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**10.3.1** No building, improvements or structure of any kind shall be constructed, erected, or altered on any Unit, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location therefor shall have been first submitted to and approved in advance, in writing, by the Committee. The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable Codes and Ordinances of the local governing agency issuing permits for construction or land alteration, in effect at the time of such proposed construction or alteration. The Committee shall have the right to approve or disapprove any building, structure, wall, enclosure, grading, floor, elevation or other improvement, change, alteration or modification to Units. Detailed and scaled sketches, including location sketches, shall be submitted by the Owner to the Committee for any construction, improvements, additions, or alterations which may be sought to be erected or placed on any Unit at least forty-five (45) days prior to the date that approval thereof is required. In any event the Committee shall provide a written response to the applicant by hand delivery or by deposition in the U.S. mail addressed to the applicant's last known address, within forty-five (45) days after date of the Committee's receipt of a complete application. The Committee shall notify the Owner, in writing and signed or initialed by a member of the Committee, of any deficiency in an application, and a deficient application, if so deemed by the Committee, shall not be considered "complete". The Committee's determination as to completeness shall be binding. All contractors shall be identified in the Unit Owner's submittal for approval.

**10.3.2** The approval or disapproval of plans, specifications, and location by the Committee shall be based on any grounds whatsoever, including purely aesthetic reasons, which shall be at the sole and unbridled discretion of the Committee. The Committee shall also have the power to allow or disallow contractors and subcontractors involved in proposed construction; and the Committee may require that adequate assurance is provided to the Committee that said party or parties are currently licensed, bonded, and have in effect policies of general liability insurance and workman's compensation insurance. No permission to commence work, as to any contractor or subcontractor, shall in any event be construed as the Association's or the Committee's endorsement or recommendation of any contractor or subcontractor.

**10.3.3** In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and breach of this Declaration has occurred, and all enforcement provisions contained herein shall be applicable.

## **11.0 COMMON EXPENSE AND COMMON SURPLUS.**

**11.1** Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements (exclusive of the Limited Common Elements, which are the responsibility of the Owner(s) served thereby), as well as all costs of carrying out the power and duties of the Association.



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11.2 Except as otherwise provided herein, Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements.

11.3 Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements.

**12.0 ASSESSMENTS; LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS.**

12.1 The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. The annual Assessment shall initially be payable monthly or in quarterly installments on the first day of each calendar quarter, however, the Board of Directors shall have the power to establish alternative payment dates. The first Assessment for each Unit shall include a capital contribution to the Association in the sum of Five Hundred Dollars (\$500.00). In addition, the Association shall have the power to levy special assessments against the Units in their respective percentages if a deficit should develop or be anticipated in the payment of Common Expenses during any period. The Board of Directors of the Association may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

12.2 The Association may determine and fix special assessments against individual Unit Owners to pay for the costs and expenses incurred by the Association in maintain, repairing or replacing Limited Common Elements, including, but not limited to, electrical wiring, conduits, hot water tanks, alarm system wiring, air conditioners, and signage, for which the Owner(s) served thereby fail to accomplish such maintenance, repair or replacement.

12.3 A Unit Owner, regardless of the manner in which it acquired title to its Unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while it is the Owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for its share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of first mortgages acquiring title through foreclosure or a deed in lieu of foreclosure shall be limited to a period of Assessments not exceeding six (6) months, subject to a maximum liability of one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made.

12.4 Assessments and installments thereof not paid when due shall bear interest from the tenth (10<sup>th</sup>) day after due date until paid at the maximum rate allowed under Florida law. If the delinquent installment(s) of Assessments and any charges thereon are not paid in full when due, the Association at its option may, in accordance with the requirements of the Condominium Act, declare



all of the unpaid balance of the annual Assessment to be immediately due and payable without further demand may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration. In addition to the payment of interest as provide for herein, if an assessment is not paid with in ten (10) days after becoming due, the Unit Owner shall pay to the Association and administrative late fee in an amount equal to the greater of (i) twenty-five dollars (\$25.00) or (ii) five percent (5%) of each installment of the Assessment that payment is late.

**12.5** The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessments and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. As to first mortgages of record, the lien shall be evidenced by a claim recorded among the Public Records of Brevard County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording. As to other than first mortgages of record, the lien shall relate back to the recording of the original Declaration of Condominium creating the Unit. The Board of Directors may take such action as it deems necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

**12.6** Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired. The Association may settle or compromise disputes in the discretion of the Board.

**12.7** Any unpaid share of Common Expenses or Assessments for which a first mortgage Mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, its successors and assigns. A first mortgage Mortgagee may not, during the period of its ownership of such Parcel, whether or not such Parcel is unoccupied, be excused form the payment of some or all of the Common Expenses coming due during the period of such ownership.

**12.8** The Association, acting by and through its Board, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

**12.9** Nothing contained herein shall abridge or limit the rights of responsibilities of Mortgagees as set forth in the Condominium Act.



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**12.10** Except as otherwise provided herein, no Unit Owner may be excused from the payment of its proportionate share of Common Expenses, unless all Unit Owners are likewise proportionately excused from such payment.

**13.0 TERMINATION OF CONDOMINIUM.**

Subject to the provisions of this Declaration concerning total or substantial destruction, the Condominium Property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the voting interests of all Units Owners and unanimous written consent of all of the first mortgage holders by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities for a deed and duly recorded in the Public Records of Brevard County, Florida.

**14.0 EQUITABLE RELIEF.**

In the event of major damage to or destruction of all or a substantial part of the Condominium Property and if the Condominium Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief.

**15.0 LIMITATION OF LIABILITY**

**15.1** The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with this Declaration, the Articles and the By-Laws.

**15.2** A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of its pro rata share of that liability in the same percentage as its interest in the Common-Elements and in no event shall said liability exceed the value of its Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in its own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

**15.3** In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

**16.0 COMMON LIENS.**

**16.1** Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to its Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may



be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

16.2 In the event a lien against two (2) or more Condominium Parcels becomes effective, each Owner thereof may release its Condominium Parcel from the lien by paying the proportionate amount attributable to its Condominium Parcel. Upon such payment, it shall be the duty of the Lienor to release the lien of record from such Condominium Parcel.

#### 17.0 **STORMWATER PERMITTING.**

17.1 St. Johns River Water Management District Environmental Resource Permit No. 42-009-88359-1, together with any further or subsequent permit(s) hereafter issued to Developer by the St. Johns River Water Management District, are referred to herein as the "Permits". The following provisions shall bind the Association:

17.2 The Property encompassed by the permit granted by the St. Johns River Water Management District (where the surface water management systems will be located) is as described on **Exhibit "A"** attached.

17.3 "Surface Water or Stormwater Management System" is defined in Section 1.21 above.

17.4 The Association shall have the duty to maintain, operate and repair the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other stormwater capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved by the District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

17.5 Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

17.6 Easement for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Common Elements which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person



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shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

17.7 Any amendment to the Declaration of Condominium which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Elements must have the prior written approval of the St. Johns River Water Management District.

17.8 The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration of Condominium which relate to the maintenance, operation and repair of the surface water or stormwater management system.

17.9 The Developer has constructed drainage swales upon the Common Elements for the purpose of managing and containing the flow of excess water, if any, found upon such Common Elements from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the Common Elements, if any. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavating, constructing fences, or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired by the Association and the drainage swale returned to its former condition as soon as possible.

17.10 All drainage facilities located on the Common Elements are reserved for such use and therefore no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the maintenance of utilities or which may change the direction of flow of drainage in drainage areas or which may obstruct or retard the flow of water through drainage channel or structured situated on the Property. It is important that all banks, berms, swales and drainage areas located within the Condominium Property remain undisturbed and properly maintained in order that same may perform their intended function.

## 18.0 EASEMENTS.

18.1 Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon walks and drives and other Common Elements intended for such purposes.

18.2 If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as an unintentional result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of improvements, a valid



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easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

**18.3** The Condominium Property shall be subject to such easements for utilities as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium.

**18.4** The Developer hereby reserves unto itself a perpetual, non-exclusive easement over the Condominium Property exclusive of any Units not owned by it, for any activity that Developer determines in its sole discretion to be necessary to consummate the sale, lease or rental of any Unit including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted.

**18.5** The Developer reserves for itself, its successors and assigns, agents, employees, businesses and other invitees, guests or others under supervision, direction and control of the Developer, the following easements over, through and across the Condominium Property, which easement may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any land within the Condominium from the Condominium.

**18.5.1** Utility easements are reserved as may be required for construction, maintenance and operation of utility services to adequately serve the units, and the Condominium, and such adjacent property now or hereafter owned by the Developer, including but not limited to, the installation of Cable Television System lines, mains (water and sewer systems) and such other equipment as may be required throughout the Condominium project, it being expressly agreed that Developer or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility. In addition, easements are reserved for such further utility easements over and across the Condominium Property as may be required from time to time to serve the Condominium Property.

**18.5.2** Pedestrian and Vehicular Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across streets, sidewalks, paths, lanes and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through, and across such portion of the Common Elements as may be from time to time paved and intended for such purposes and such easement shall be for the use and benefit of the Unit Owners and those claiming by through or under the aforesaid, and for such adjacent property now or hereafter owned by the Developer.



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## **19.0 USE RESTRICTIONS.**

**19.1** Each Unit shall be used only for and as professional offices. There shall be no retail use of any Unit, except for incidental retail sales made in conjunction with a related professional practice in the Unit. Use of all Units shall at all times conform to applicable zoning laws.

**19.2** No sign shall be erected on any portion of the Property ( including signage on the fascia of any building, and signage on any common sign constructed by the Developer on the Common Elements), without the written consent of the Developer (so long as the Developer owns any Unit), or if the Developer owns no Unit, by the Association. All approved signage shall be an appurtenant Limited Common Element, with all costs associated therewith to be borne by the Unit Owner of the Unit to which it is appurtenant.

**19.3** All parking shall be non-exclusive unless specifically approved by the Association.

**19.4** All trash, garbage, debris, waste or materials or other refuse shall be deposited in dumpsters provided for that purpose and no such refuse shall otherwise be allowed to accumulate or remain on any other portion of the Common Elements.

**19.5** Reasonable regulations concerning the use of the Condominium Property may be imposed by the Association from time to time. Copies of any such regulations shall be furnished to all Unit Owners and lessees occupying any Units.

**19.6** If a Unit Owner shall lease a Unit, the owner shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by a lessee of any and all provisions thereof.

**19.7** Every purchaser or lessee who acquires any interest in a Condominium Parcel shall acquire the same subject to this Declaration, the provisions of the By-Laws and Rules of the Condominium Association and the provisions of the Condominium Act.

**19.8** Unit Owners shall comply with the requirements and rules of the Board and the entity providing garbage pick-up and disposal service to the Condominium. The dumping of any refuse on any Unit or Common Elements within the Condominium is prohibited. Every effort shall be made to keep the area around the common dumpster (if any) as neat as possible by making sure that all the refuse being disposed of is placed in the dumpster (if any) and that the dumpster lid is closed upon departure from the area.

**19.9** Loud and disturbing noises are prohibited. Sound equipment and musical instruments shall be tuned and/or played at a level which is perceptible outside of a Unit. No person shall cause or allow any nuisance.

**19.10** **PARKING ON THE DRIVES SERVING THE CONDOMINIUM IS PROHIBITED.** All parking must be in parking spaces. No overnight parking is permitted. Motor





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vehicles which are not operable or do not display current registration (license tag) are prohibited in the Condominium. Vehicle repair on any part of the Condominium Property is prohibited.

**19.11** So long as the Developer holds Units for sale, neither the Association nor any Owner shall take any action that would be detrimental to the sales of the Units by the Developer without obtaining the Developer's prior written consent. Neither the Unit Owners nor the Association nor their use of the Condominium Property shall interfere with the completion of development of the Units by the Developer. The Developer may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display of sale signs, showing the Units for sale to prospective purchasers, and renting of unsold Units to the public; and the Developer retains an express easement for such purposes.

## **20.0 ENFORCEMENT OF DECLARATION.**

**20.1** Each Unit Owner, its invitees, customers, visitors, licensees, tenants and mortgagees, shall be governed by and at all times conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure of the Unit Owner to comply therewith shall entitle the Association, other Unit Owners, or the Developer, as the case may be, to the following cumulative relief in addition to other remedies, legal and injunctive relief provided in this Declaration, the By-Laws or the Condominium Act:

**20.2** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Owner's omission, acts, negligence or carelessness or by that of any lessee(s), guests, invitees, employees, or agents, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association.

**20.3** In any proceeding arising because of an alleged failure of a Unit Owner, a guest, lessee, invitee, employee, agent, or any other person directly or indirectly related to said Unit Owner, to comply with the terms of this Declaration, By-Laws, and rules and regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and reasonable attorneys' fees, including attorneys' fees incurred in appellate proceedings. The foregoing shall include actions brought by the Association and/or the Developer to enforce such documents.

**20.4** The failure of the Developer, the Association, or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

**20.5** In the event that a Unit Owner fails to maintain a Unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, and shall have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such



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Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions.

**20.6** Unit Owners may be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owners, their tenants, employees or guests.

**20.7** The Association may levy against any Owner a fine not in excess of One Hundred Dollars (\$100.00) per violation for each day that such Owner continues to violate any of the requirements of this Declaration after the Association has given notice of such violation and an opportunity for hearing to the Unit Owners. No fine for a single continuing violation shall exceed One Thousand Dollars (\$1,000.00) in the aggregate.

**20.8** No suit may be filed against the Developer for any reason without the dispute having first been subjected to mediation before a certified mediator, in Brevard County, Florida.

**20.9** Any dispute among or between Unit Owners, whether relating to common responsibility for maintenance, replacement or repair of Limited Common Elements or otherwise, shall be subject to mandatory mediation, followed by mandatory binding arbitration under the Florida Arbitration Act.

## **21.0 INSURANCE.**

**21.1** **Liability Insurance.** The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements and insuring the Association and the Unit Owners as it and their interests appear, and in such amount as the Board of Directors of the Association may determine from time to time. Said insurance shall include, but not limit the same, to legal liability, hired automobile, non-owned automobile and off the premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Association to a Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

**21.2** **Casualty Insurance.** The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Condominium, including any personal property owned by the Association, other than improvements within and on a Unit, in and for the interest of the Association, all Unit Owners and their mortgages, as their interests now appear, in a company acceptable to the standards set by the Board of Directors of the Association and in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. The premium for such coverage and any other expenses in connection therewith shall be paid by the Association and charged as a Common Expense. The company or companies with whom the Association shall place insurance coverage as provided in this Declaration shall be one or more financially responsible companies authorized to do business in the State of Florida.



21.3 All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, if any, as their interest may appear. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration shall be made from the insurance proceeds and, if there is a balance in the funds after payment of all costs of the repair and restoration, such a balance shall be distributed to the Association's general funds. Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such other insurance shall be carried as the Board of Directors of the Association shall determine from time to time to be desirable.

21.4 Unit Owners shall be required to obtain their own individual insurance policies to insure against damage and liability to the individual Units and personal property located therein not covered by the insurance described above. Each individual Unit Owner shall be responsible for purchasing at his own expense any additional liability insurance as the Unit Owner may deem necessary to cover accidents occurring in or upon the Owner's Unit and for insurance covering the Unit's Owner's personal property.

## 22.0 EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

The Developer may require from time to time the execution of certain documents required by the City of Rockledge, Brevard County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer, by its duly authorized agent, may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized agent, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

## 23.0 EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

If eminent domain or condemnation proceedings are successfully litigated, or if a settlement is reached pertaining to an eminent domain proceeding, against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

## 24.0 GENERAL PROVISIONS.

24.1 If any provision of this Declaration, the Articles, the By-Laws, or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-



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Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

**24.2** If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

**24.2.1** Assessment of the Developer as a Unit Owner for capital improvements; and

**24.2.2** Any action by the Association that would be detrimental to the Developer's sale of Units.

**24.2.3** Notices to Unit Owners shall be sent by certified mail or certificate of mailing to their place of business in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to *Real Estate Investment Group of Brevard, LLC, 1269 South U.S. Highway 1, Rockledge, Florida 32955*. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

**24.4** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

**24.5** Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

**24.6** The captions used in this Declaration and Exhibits attached are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or Exhibits.

**24.7** The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or any part thereof, except as specifically set forth herein, and no person shall rely upon any warranty or representation, oral or otherwise, not so specifically made herein.

## **25.0 UTILITIES**

**25.1** Water System. The central water supply system provided by the City of Cocoa Utilities Division shall be used as the sole source of water. Each Owner shall pay water meter charges established with the City and shall maintain and repair all portions of such water lines serving only the Unit Owner's Unit. No individual water supply system or well shall be permitted on any Parcel.

**25.2** Garbage Collection. Garbage, trash and rubbish shall be removed from the Condominium by such contractor as may be selected by the Association. The charge for such service shall be paid by the Association.

**25.3** Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utility lines and the buildings located on the Property shall be concealed and located underground.



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25.4 Sewage System. The on site sewage system, if any, shall be maintained by the Association.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 23 day of March, 2004.

DEVELOPER:

REAL ESTATE INVESTMENT GROUP OF  
BREVARD, LLC, a Florida limited liability  
company

By:

Nicholas N. Rahal  
Nicholas N. Rahal, Managing Member

Belinda K. Weith  
Amy J. Paroline

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2004, by Nicholas N. Rahal, Managing Member of Real Estate Investment Group of Brevard, LLC, who is personally known to me, or who produced FLD. LICENSE as identification and who did not take an oath.

Amy J. Paroline

Notary Public

Printed Name:

Amy J. Paroline

My Commission Expires:

7/15/07

