

THIS INSTRUMENT PREPARED BY AND RETURN TO:

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**DECLARATION OF CONDOMINIUM  
FOR  
SUNTREE VIERA ONE,  
A COMMERCIAL CONDOMINIUM**

**SUNTREE VIERA PROPERTIES, LLC.,** a Florida limited liability company ("Developer"), being the owner of the fee simple title to the property described on attached Exhibit "A" attached hereto, 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 and those imposed by Suntree Viera Professional Park, a commercial condominium, recorded in Official Records Book 7223, Page 2347, *et. seq.*, Public Records of Brevard County, Florida (the "Master Declaration") 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 mortgagees, 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 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 the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

**1.1** "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.

**1.2** "Association" or "Corporation" means Suntree Viera One Owners Association, Inc. the Florida not-for-profit corporation responsible for the operation of the Condominium.

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

**1.4** "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

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

**1.6** "Common Expenses" means the expenses (i) imposed upon the Condominium Property by the Master Association; and (ii) 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.

**1.7** "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.

**1.8** "Condominium Building" or "Building" means the structures which are located in or on the Land and in which the Units are located, irrespective of the number of such structures.

**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 described on Exhibit "A" hereto 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 Suntree Viera Properties, LLC, a Florida limited liability company, its successors and assigns.

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

**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 Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units (sometimes referred to as "Limited Common Areas").

**1.16** "Master Declaration" means the Declaration of Condominium of Suntree Viera Professional Park, a commercial condominium, recorded in Official Records Book 7223, Page 2347, *et. seq.*, Public Records of Brevard County, Florida

**1.17** "Master Association" means Suntree Viera Professional Park Owners Association Inc., a Florida not-for-profit corporation, established in the Master Declaration.

**1.18** "Mortgagee" means a bank, the Developer, or any Unit Owner who finances a 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 States Government, which owns or holds a mortgage encumbering a Condominium Parcel.

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

**1.20** "Unit" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land improvements.

**1.21** "Unit Owner" or "Owner" 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, its 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.

**1.22** "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, communication services, electric power, gas, hot and cold water, trash and sewage disposal.

**1.23** "The Condominium" or "this Condominium" means **SUNTREE VIERA ONE**, a commercial condominium.

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

**2.1** The name of this Condominium is **SUNTREE VIERA ONE**, a commercial condominium.

**2.2** Each Unit is specified by a specific numerical designation as set forth in exhibits attached hereto and to which specific reference is hereafter made. There shall pass with each Unit as appurtenances thereto:

**2.2.1** An undivided share in the Common Elements.

**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.

**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. It shall 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** The Condominium consists of four (4) buildings with each building consisting of multiple Units. Each Unit is identified by a specific numerical designation as set forth in Exhibit "B" attached hereto. In the horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each such Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such Unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding its Unit, nor shall it own pipes, wires, conduits or other utility lines running through its Unit which are utilized for, or service another Unit, or the Common Elements, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within its Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including drywall or plaster, paint and wallpaper.

**2.5** Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of the following items which service only its Unit: (i) all components of the individual HVAC system, (ii) all electrical wiring, (iii) electrical boxes, (iv) conduits, (v) alarm system wiring, (vi) hot water tanks, and (vii) plumbing together with any other items which service only its Unit although such items may be located within the Common Areas.

**2.6** "Time share estates" may not be created in any Unit by any person or entity. As used herein, "time share estates" include any arrangement, plan, scheme or similar device, whether by membership agreement, tenancy in common, interval ownership, sale, lease, deed,

rental agreement, license or right-to-use agreement, whereby an owner of the time share estate receives a right to the use of a Unit and the Common Elements for a period of not less than seven (7) days during any given year and which extends for a period of more than three (3) years.

2.7 The Units shall be used only for the purposes permitted in the Master 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 The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

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

4.1.3 An easement of support which is hereby created in every portion of a Unit which contributes to the support of the Condominium Building.

4.1.4 The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.

4.1.5 Easements through Units for conduit ducts, plumbing, wiring, communication services and other facilities for the furnishing of Utility Services to Units and the Common Elements.

4.2 The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit shall be as set forth on attached Exhibit "C."

## **5.0 LIMITED COMMON ELEMENTS.**

**5.1** The Limited Common Elements, if any, are depicted on attached Exhibit "D". The Limited Common Elements include the portion of the HVAC system located outside of the Unit, if any. The Limited 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 the Limited Common Elements or which are benefited by the Limited Common Elements. The costs of maintaining, repairing and replacing the Limited Common Elements shall be borne equally by the Unit Owners which use the Limited Common Elements. The Limited Common Elements may be used by only one (1) Unit Owner.

If a Unit Owner fails to pay its pro rata share of the maintenance costs of the Limited Common Elements, the other Unit Owners which use the Limited Common Elements ("Other Unit Owners"), or the Association, may make such repairs as they may deem necessary and the costs of them 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 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.

## **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" attached hereto and made a part hereof.

**6.2** Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof.

**6.3** The identification, location and dimensions of each Unit and the Common Elements appear on Exhibit "D" which together with this Declaration includes sufficient detail to identify the Common Elements and each Unit and provides accurate representations of their locations and dimensions.

## **7.0 AMENDMENT OF DECLARATION.**

**7.1** To the extent permitted by the Condominium Act, as amended from time to time, the Developer, during the time it is in control of the Association, may amend the Declaration, the Articles of Incorporation, the By-Laws of the Association and applicable rules and regulations to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the

Developer, materially adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The execution and recording of any amendment by the Developer pursuant to this paragraph shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective in all respects unless subsequently rescinded.

**7.2** 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 a majority of 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:

**7.2.1** Subject to the provisions of this Section 7.0, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of such amendment and unless a majority of voting interests of all Units approve the Amendment; and

**7.2.2** No amendment shall materially impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee, which consent shall not be unreasonably withheld; and

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

**7.2.4** 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.

**7.3** 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.

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

**8.1** The operation of the Condominium shall be vested in the Association. The Association has been organized or will be organized as a not-for-profit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "E".

**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 its Unit.

**8.4** The Association shall have two classes of voting membership. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Unit owned in accordance with the voting privileges set forth in the Articles and By Laws. The Class B member shall be the Developer, who shall be entitled to four (4) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership upon the sale of the last Unit owned by the Developer, or as may otherwise be provided by Florida law. Further, the Developer shall be entitled to elect at least one (1) member of the Board of Administration for so long as the Developer owns at least one (1) Unit. Further, after the Developer relinquishes control of the Association, the Developer may exercise any retained rights herein reserved to the Developer and may exercise the right to vote any Developer owned voting interest in the manner as any other Owner except for the purpose of reacquiring control of the Association or selecting the majority of the members of the Board of Administration.

**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 therein or accessible therefrom for another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

**8.5.2** The power to levy and collect Assessments upon Unit Owners to (i) pay assessments imposed by the Master Association; and (ii) to maintain, repair and replace the Common Elements of the Condominium Property.

**8.5.3** The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

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

**8.5.5** The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare 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 way 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.

**8.6** Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds (2/3) of the Mortgagees (based upon one (1) vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

**8.6.1** By act or omission seek to abandon or terminate the Condominium;

**8.6.2** Change the pro rata interest or obligations of any individual Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;

**8.6.3** Partition or subdivide any Unit;

**8.6.4** By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.);

**8.6.5** Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion; provided, however, if after repair, replacement or reconstruction of such portion, if there are surplus insurance proceeds, they shall be deposited to the operating account of the Association.

## **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 "F". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

## **10.0 MAINTENANCE; LIMITATION UPON IMPROVEMENT.**

**10.1** 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 the HVAC system, electrical wiring, plumbing, alarm system wiring, hot water tanks, conduits, or other items located outside the Units which service a particular Unit, which responsibility shall, instead, be borne solely by the Owner of such Unit. The Association may initially incur the charge related to specific items servicing a specific Unit, but the Association shall assess the charge against the responsible Unit Owner who agrees to pay the special assessment.

**10.2** Subject to the provisions of paragraph 7.0, there shall be no material alteration or substantial addition to the Common Elements other than in the manner provided herein unless approved by a majority of the record owners of all Units.

**10.3** 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 the building containing its Unit, or impair any easement.

**10.4** No structure may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure have been approved in writing by the Association. Nothing contained in this paragraph shall be construed to lessen the obligation of any Unit Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this paragraph shall not apply to the Developer.

## **11.0 COMMON EXPENSES AND COMMON SURPLUS.**

**11.1** Common Expenses shall include (i) assessments imposed by the Master Association and (ii) the expenses incurred in the operation, maintenance, repair or replacement of the Common Elements and Limited Common Elements, and when applicable, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws.

**11.2** Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration. All Units owned by the Developer shall be exempt from Assessments during such time as the Developer is in control of the Association, however, the Developer shall and does hereby agree to pay, pursuant to Section 720.308, Florida Statutes, all operating expenses incurred by the Association to the extent such expenses exceed the Assessments receivable from Unit Owners Members and other income of the Association, while the Developer is in control.

**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 as provided in this Declaration.

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

**12.1** The Association, through its Board of Administration, 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 in quarterly installments on the first day of each calendar quarter, however, the Board of Administration 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 two times the annual assessment. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer. The Board of Administration 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 maintaining, repairing or replacing items which service only a particular Unit, including, but not limited to, electrical wiring, conduits, hot water tanks, alarm system wiring, air conditioners, and signage.

**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 mortgagees 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 the 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 and 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

provided for herein, if an assessment is not paid within ten (10) days after becoming due, the Unit Owner shall pay to the Association an administrative late fee in an amount equal to the greater of (i) Twenty-Five Dollars (\$25) 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 Assessment 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 Administration 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 a 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.

**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 from 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 of Administration, 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 or responsibilities of Mortgagees as set forth in the Condominium Act.

**12.10** Except as provided in section 12.6 hereof, 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.**

**13.1** 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 rights of all Unit 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 of a deed and duly recorded in the Public Records of Brevard County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the Condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the Insurance Trustee selected by the Board of Administration of the Association.

**13.2** In furtherance of the foregoing, the approving Unit Owners ("Approving Unit Owners") through the Association shall have the option to purchase all of the Units of the disapproving Unit Owners ("Disapproving Unit Owners") for a period of one hundred twenty (120) days from and after the date of the meeting ("Option Period") approving termination of condominium. The vote of the Approving Unit Owners to terminate the condominium shall be irrevocable during the Option Period. Any Unit Owner voting against the termination or not voting, may within fifteen (15) days from the date the vote was taken change or cast his vote in favor of termination by delivering notification thereof to the Board of Administration of the Association. The option to purchase as herein granted, shall be exercised by delivery, or mailing by registered mail, of an agreement to purchase, signed by an officer of the Association to each of the Disapproving Unit Owners. The purchase agreement shall be conditioned upon the purchase of all of the Units owned by Disapproving Unit Owners. The purchase price for each Unit shall be the fair market value thereof as determined by the Seller and the Association. In the absence of agreement on the sales price of any Unit, the price shall be determined by an appraiser reasonably qualified to make such determination. A judgment of specific performance of the sale at the sales price determined by the appraisal may be entered in any court of competent jurisdiction. The purchase price shall be paid in cash. The contract shall be in the form then adopted by the Florida Association of Realtors/Florida Bar ("FAR/BAR") then in use in Brevard County, Florida with the allocation of closing costs to be governed by the contract. The Closing of the sale of the Units shall occur within thirty (30) days following the determination of the sales price of the last Unit to be purchased.

**13.3** The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association (the "Termination Certificate"), executed by its President (or Vice President) and Secretary, certifying the fact of the termination, which shall become effective upon the Termination Certificate being recorded among the Public Records of Brevard County, Florida. Within thirty (30) business days from the date of the Termination Certificate is recorded among the Public Records of Brevard County, Florida, the Association shall: (i) notify the Division of the date the Termination Certificate was recorded among the

public records; (ii) notify the Division of the county where the Termination Certificate was recorded; (iii) provide the Division with the official records book and page number information for the Termination Certificate; and (iv) provide the Division with a copy of the recorded Termination Certificate, certified by the clerk of the circuit court.

**13.4** After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association applicable to this Condominium as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the common elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal one hundred (100%) percent.

#### **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 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 which may, but need not, include termination of the Condominium and partition.

#### **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 LIENS.**

**16.1** With the exception of liens provided for in this paragraph, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

**16.2** 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.

**16.3** 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 REMEDIES FOR VIOLATION.**

Each Unit Owner, its tenants, employees, invitees customers and licensees, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

#### **18.0 EASEMENTS.**

**18.1** Owners of Units shall have, as an appurtenance to their Units, all easement rights afforded to Parcel Owners herein and in the Master Declaration which shall include, without thereby limiting a perpetual easement for ingress and egress to and from their Units over and upon drive isles, walkways, parking and other Common Elements intended for such purposes as set forth in the Master Declaration and in this instrument.

**18.2** The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid 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. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this paragraph shall recite that it is made pursuant to this paragraph.

**18.4** The Developer hereby reserves unto itself an 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** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements herein provided, and the Common Elements as provided in the Master Declaration, as may from time to time be paved and intended for such purposes and over, through and across all easements granted for the benefit of Parcel Owners. Such easements shall be for the use and benefit of the members of the Association, as well as the invitees, guests, employers and agents of such members.

## **19.0 USE RESTRICTIONS.**

**19.1** Each Unit shall be used and occupied only for uses and purposes described in the Master Declaration.

**19.2** Each Unit may have signs for its Unit which shall be a Limited Common Element and which shall in all respects comply with the provisions of the Master Declaration and the rules established by the Master Association from time to time.

**19.3** Parking shall be provided and regulated as provided in the Master Declaration.

**19.4** 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 tenants occupying any Units.

## **20.0 ENFORCEMENT OF MAINTENANCE.**

In the event that a Unit Owner fails to maintain its 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, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owners, their tenants, employees, invitees, customers and licensees.

## **21.0 INSURANCE.**

**21.1** The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

**21.2** Insurance coverage shall be provided as follows:

**21.2.1** All improvements located on the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Administration. Such coverage shall afford protection against (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) such other risks, such as vandalism and malicious mischief, as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as a Condominium Building.

**21.2.2** Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

**21.2.3** Workers compensation insurance meeting all the requirements of the laws of Florida, if applicable.

**21.2.4** Directors and officers liability insurance, if available.

**21.2.5** Such other insurance as the Board of Administration shall determine from time to time to be desirable including, without limitation, such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

**21.3** Premiums for insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

**21.4** All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Administration. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares which shares need not be set forth on the records of the Insurance Trustee.

**21.4.1** Proceeds on account of damage to Common Elements shall be distributed in an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

**21.4.2** Proceeds on account of damage to Units shall be held in the following undivided shares: (i) when the Condominium Building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association; and (ii) when the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to its Unit.

**21.4.3** In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

**21.5** In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer and paid over to the Insurance Trustee if said proceeds are in excess of Fifty Thousand Dollars (\$50,000), to be held by the Insurance Trustee in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Administration. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the

event the proceeds are not sufficient to pay the cost of reconstruction and the Trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the Common Expenses of the Association. The Association's insurance carrier shall not have a right of subordination against a Unit Owner, but if it is determined that the damage was proximately caused by the negligence of a Unit Owner, the Unit Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for that amount, plus interest at the maximum rate allowed by law, from the date of the Assessments, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid Assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are less than Fifty Thousand Dollars (\$50,000), they need not be placed in trust but shall be held by the treasurer and applied directly by the Board of Administration for the above purposes.

In the event of a total or substantial destruction of all of the Condominium improvements, the improvements shall be restored as above provided unless an affirmative vote of eighty percent (80%) of the Owners shall vote to terminate this Condominium. In the event the Condominium is to be terminated, then all Owners of Units will immediately convey all their right, title and interest to their respective Units to the Insurance Trustee selected by the Board of Administration, to be held by the Trustee in trust. The recording of each conveyance to the Trustee in the Public Records of Brevard County, Florida will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the common surplus to be subsequently distributed by the Trustee as herein provided. The Trustee shall collect all insurance proceeds payable as a result of the destruction, shall collect all assets of the Association which are allocable to the Units in this Condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium Property by whatever means the Association Board of Administration shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable Trustee's fees, appraiser's fees, and other costs reasonably incurred, the Trustee shall apportion the remaining funds in its hands among the Units in accordance with the Common Expenses percentages. The Trustee shall distribute each Unit's share of the funds jointly to the record title Owners of each Unit and the record owners of any mortgages or other liens encumbering the Unit at the time of the recording of its conveyance to the Trustee by the Unit Owner. All mortgages and other liens upon the respective Units shall be fully released and discharged as herein provided even though the share of a particular Unit in the funds is insufficient to pay all liens in full; in that event the lienholders who had priority against the title to the Unit shall have priority of payment of the Unit's share of the common surplus. None of these actions shall relieve the Unit Owner of its personal liability for any deficiency which may be caused by any liens to which its Unit is subject at the time of its conveyance to the Trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their lien. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

**21.6** Each Unit Owner shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Unit together with such other insurance as the Unit Owner deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Unit Owner. The named insured shall be the Unit Owner, individually, and as agent for its Mortgagee, if any. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees.

## **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 Palm Bay, 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-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 Developer shall be delivered by certified mail to Suntree Viera Properties, LLC, 903 Jordan Blass Drive, Suite 102, Melbourne, Florida 32940. 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. Notices to the Association shall be delivered by certified mail to Suntree Viera One Commercial Condominium Owners Association, Inc., 903 Jordan Blass Drive, Suite 102, Melbourne, Florida 32940.

**24.4** The failure of the Developer, the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, or the By-Laws shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of One Hundred Dollars (\$100) 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) in the aggregate.

**24.5** The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including a reasonable attorney fee at both trial and appellate level, incurred by it in bringing such action.

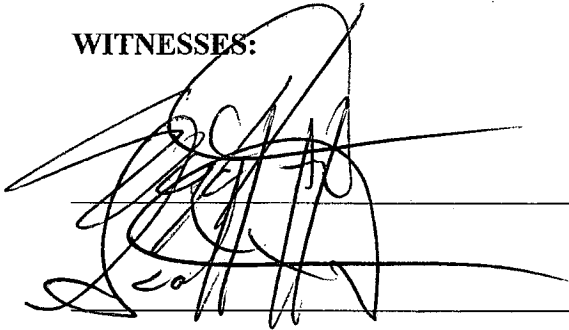
**24.6** Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

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

**24.8** So long as the Developer owns one or more Units, the Association shall take no action which, in the Developer's reasonable opinion, would adversely affect the Developer's marketing program with respect to Units.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed  
on this 16 day of October, 2014.

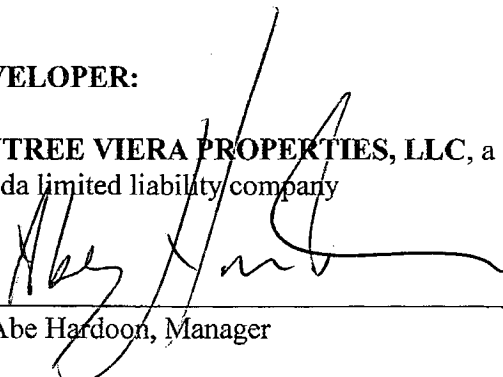
WITNESSES:



DEVELOPER:

SUNTREE VIERA PROPERTIES, LLC, a  
Florida limited liability company

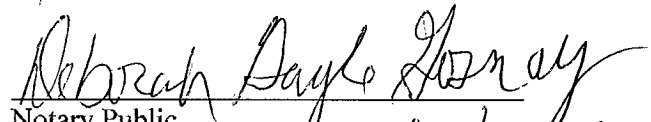
By:

  
Abe Hardoon, Manager

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 16 day of October, 2014, before me personally appeared Abe Hardoon, as Manager of Suntree Viera Properties, LLC, a Florida limited liability company,, to me personally known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal on the day and year last aforesaid.

  
Notary Public  
My Commission Expires: 03/09/2017

