

Prepared by and return to:  
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**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS  
OF  
EAU GALLIE OFFICE PARK**

**THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS** ("Covenants") made this 4 day of January, 2016 by **BANKFIRST REALTY, INC.**, a Florida corporation ("Owner One"), **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company ("Owner Two"); **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, individually and as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD.**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation ("Condominium Association"), (collectively, "Owner Three") together with **PNC BANK**, National Association, **MONTREAL, LTD.** a Florida limited partnership, and **RAY S. IVES** (collectively, "Mortgagees") and **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **KASTER OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT** and **H. J. UNDERILL, III**, as Trustee (collectively, "Interested Parties").

**RECITALS:**

- A.** Owner One is fee simple owner of certain real property ("Property One") which is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein; and
- B.** Owner Two is fee simple owner of certain real property ("Property Two") which is more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein; and
- C.** Owner Three includes all of the unit owners and the Eau Gallie Boulevard Commercial Condominium Association, Inc. as same are defined and described in the Declaration of Condominium of Eau Gallie Boulevard Commercial Condominium, as recorded in the Public Records of Brevard County, Florida. The condominium property ("Property Three") is described on Exhibit "C" attached hereto and by this reference incorporated herein; and
- D.** Property One, Two and Three, collectively, constitute Eau Gallie Office Park which is more particularly described on Exhibit "D" attached hereto ("Property") and by this reference incorporated herein; and
- E.** The Interested Parties may claim some right, title or interest in the Property.

F. The purpose of these Covenants is to restrict the Property in accordance with the terms of the covenants, easements and restrictions contained in this instrument; and

G. All parties hereto declare that the Property shall be conveyed and occupied subject to all of the matters set forth in this instrument. These Covenants shall run with the land and shall be binding upon all parties acquiring any interest in the Property after the recording of these Covenants in the public records.

H. The Mortgagees join in these Covenants for the purpose of subordinating the loan documents held by each Mortgagee to the covenants, easements and restrictions imposed upon the Property by these Covenants.

## **ARTICLE I**

### **Mutual Benefits and Obligations**

The foregoing Recitals are incorporated herein verbatim. The Covenants contained in this instrument are for the purpose of protecting the value and desirability of the Property and are made for the mutual benefit of each Owner. These Covenants are intended to be nondiscriminatory. They are intended to create enforceable rights and obligations in favor of and against the Property, its Owners and the Master Association. Each Owner, its customers, visitors, licensees, invitees, tenants and mortgagees shall comply with the provisions of these Covenants while present within the Property.

## **ARTICLE II**

### **Definitions**

**Section 2.1: Assessments and Special Assessments.** Assessments and Special Assessments imposed by the Master Association against the Parcels which are made in accordance with the terms of these Covenants.

**Section 2.2: Board of Directors.** The Board of Directors of Eau Gallie Office Park Master Association, Inc., a Florida not-for-profit corporation.

**Section 2.3: Conservation Easement.** The Conservation Easement recorded in Official Records Book 5173, Page 256, as amended by that certain Amendment to Conservation Easement recorded in Official Records Book 6095, Page 1694, all of the Public Records of Brevard County, Florida granted as a condition of the issuance of Permit Numbers 4-009-16678-4 by the District.

**Section 2.4: District.** The St. Johns River Water Management District.

**Section 2.5: Drainage Easements.** The Stormwater Maintenance Agreement recorded in Official Records Book 5823, Page 2195, the Drainage and Retention Easement recorded in Official Records Books 5801, Page 9579, and storm water storage, drainage and retention provisions set out in the Reciprocal Easement Agreement recorded in Official Records Book 5801, Page 9568, all of the Public Records of Brevard County, Florida

**Section 2.6: Master Association.** Eau Gallie Office Park Master Association, Inc., a Florida not-for-profit corporation.

**Section 2.7: Member.** A member of the Master Association.

**Section 2.8: Parcel Owner or Owner.** The person or entity owning record title to a Parcel within Eau Gallie Office Park, or deemed to be a Parcel Owner as hereinafter provided, excluding however, those holding title merely as security for the performance of an obligation as described in Section 697.01, Florida Statutes. For purposes of these Covenants, Eau Gallie Boulevard Commercial Condominium Association, Inc. shall be deemed to be the Owner of Parcel Three for all matters, including those requiring a vote of the Parcel Owners.

**Section 2.9: Parcel.** Any one of Property One, Property Two or Property Three.

**Section 2.10: Access Easement.** The Ingress and Egress Easement which is more particularly described on Exhibit "E" attached hereto and by this reference incorporated herein.

**Section 2.11: Sewer Line Easement.** The Sewer Easement encumbering the Property is recorded in Official Records Book 5361, Page 7970, Public Records of Brevard County, Florida.

**Section 2.12: Sign Parcel.** The real property described on Exhibit "F" attached hereto and by this reference incorporated herein.

**Section 2.13: Surface Water or Stormwater Management System.** A system 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, Florida Administrative Code.

**Section 2.14: Water Line Easement.** The Water System Improvements Easement is recorded in Official Records Book 5361, Page 7974, Public Records of Brevard County, Florida.

### **ARTICLE III Assessments**

**Section 3.1: General Purpose.** The Master Association is organized for the purpose of providing common services to the Parcel Owners as herein described and for providing for enforcement of these Covenants and otherwise engaging in activities which provide for the mutual benefit of the Parcel Owners, their respective customers, visitors, licensees, invitees, tenants, mortgagees, successors and assigns, and for all other activities reasonably related thereto. In carrying out its duties hereunder, the Master Association shall impose and use Assessments for the maintenance and repair of the Access Easement, the Sign Parcel and the Surface Water or Stormwater Management System including, but not limited to, work within the Conservation Easement, retention areas, drainage structures and drainage easements for which, and to the extent that, the Master Association is either assigned primary responsibility under these Covenants, or may assume responsibility therefore, due to the default of another party to whom primary responsibility is assigned hereunder.

Each Parcel Owner is a member of the Master Association. Provisions relating to the Master Association are contained in the Articles of Incorporation and By-Laws of the Master Association. The Master Association shall have the right to increase or reduce the services it provides by the unanimous vote of its Members in accordance with the By-Laws of the Master Association.

In order to pay for these services, the Master Association will impose Assessments against the Parcel Owners. Each Parcel Owner is obligated for Assessments which come due during the time that a portion of the Property is owned by such Parcel Owner.

**Section 3.2: Creation of Lien for Assessments.** Each Parcel shall be subject to a continuing lien to secure unpaid Assessments due to the Master Association in accordance with the provisions of these Covenants; provided however, the lien attributable to Property 3 shall be allocated among the individual condominium units based upon the percentage ownership of each unit in the common elements as set forth in the Declaration of Condominium of Eau Gallie Boulevard Commercial Condominium. This continuing lien will also secure interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. The Master Association shall have the right to a lien on each Parcel for unpaid Assessments. The lien will be effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, describing the Parcel by legal description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Master Association have been fully paid. Each Parcel shall be sold subject to the terms and provisions of the continuing lien described in this section. Each unit owner within Eau Gallie Boulevard Commercial Condominium may release its unit from a lien filed by the Master Association by the payment of such unit's pro rata share, as hereinabove determined, to the Master Association which, upon receipt thereof, shall cause the lien to be released of record with respect to such unit.

**Section 3.3: Assessments.** The Master Association shall fix the amount of the Assessment against each Parcel which shall be payable in such amounts and at such times as the Master Association shall determine. Assessments against Parcels for maintenance of the Access Easement shall be equal in amount; provided however, assessments for other purposes may be allocated in a non-uniform but fair and equitable manner according to the proportionate use by, and benefit to, the respective Parcel Owners; and provided further that, and as provided in Section 4.2 of this instrument, each Parcel Owner shall have the primary duty to maintain, at its sole cost and expense, that portion of the Surface Water and Storm Water Management System and Drainage Easements located upon the Owner's Parcel. In default thereof, the Master Association shall maintain the Surface Water and Storm Water Management System, the cost of which shall be assessed against the Owner of the Parcel so maintained. The Condominium Association shall have primary responsibility for maintenance of the Conservation Easement as herein provided.

**Section 3.4: Date of Commencement of Assessments.** The Assessment for each Parcel shall begin upon the date that this instrument is recorded in the Public Record Records of Brevard County, Florida.

**Section 3.5: Special Assessments.** The Master Association may levy a Special Assessment against a Parcel Owner to pay in whole or in part for the cost of any repair or replacement which is the obligation of the Parcel Owner to maintain and in which the Parcel Owner has defaulted. The Master Association may impose the Special Assessment upon approval by a majority vote of the Board of Directors, excluding however, the vote of the defaulting Parcel Owner.

**Section 3.6: Effect of Non-Payment of Assessments: Remedies of the Master Association.** Any Assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Master Association may bring an action against the Parcel Owner for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Master Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No Member may waive or otherwise escape liability for Assessments by

non-use of the Property. The Master Association shall be entitled to reasonable attorney's fees and costs for the enforcement of the rights herein.

**Section 3.7: Enforcement.** The lien of any Assessment authorized by these Covenants and the enforcement thereof shall be subject to the provisions of Chapter 720, Florida Statutes, including Section 720.3085(2) as to first mortgagee liability for assessments, and as same may be amended from time to time. In addition to the enforcement rights granted to the Master Association hereunder, in the event of breach or threatened breach of any obligation imposed herein upon any party to these Covenants, any non-breaching party, or the Master Association, as the case may be, shall be entitled to all remedies available at law or in equity for the consequences of such breach or threatened breach. The breaching party shall have thirty (30) days after receipt of written notice from a non-breaching party to cure the default, or such additional time as may be necessary under the circumstances so long as a cure has commenced and is being diligently pursued during such time.

If not so cured, then, in addition to remedies available at law or in equity, the non-breaching party, may but is not obligated to, enter upon the property of the breaching party to maintain or repair any improvements located thereon, and upon completion seek reimbursement for the reasonable and documented costs and expenditures for such repairs or maintenance from the breaching party. The breaching party shall reimburse the non-breaching parties, as its interests may appear, within thirty (30) days of receipt of a request for such payment. If not timely paid, the non-breaching party shall have a lien against the breaching party's property which shall be evidenced by a lien and enforced in the manner provided for herein for collection of Assessments.

In the event a Parcel Owner desires to inquire as to the status of another Owner's performance or compliance with the obligations imposed in this Section 3.7, the inquiring Parcel Owner shall be permitted to request and receive from such other Parcel Owner upon fifteen (15) days prior written notice, an estoppel certificate which sets forth any default hereunder and whether, when, and to what extent any monies may be due as a consequence of such default.

Notwithstanding anything set forth herein to the contrary, in the event that any condition resulting in a breach hereunder that is deemed an emergency that it constitutes a danger to persons or property or prevents access, any non-breaching party may undertake necessary maintenance and repairs without notice provided that notice is given as soon as reasonably possibly thereafter.

**Section 3.8: Damage by Owners.** Each Parcel Owner shall be responsible for any expense incurred by the Master Association to repair or replace property which is necessary by reason of the Parcel Owner's carelessness, neglect or willful action. Any such expense shall be a part of the Assessment to which the Owner's Parcel is subject and shall be due and payable in the same manner as Assessments provided for in these Covenants.

#### **ARTICLE IV**

##### **Rights and Duties of Owners**

**Section 4.1: Access Easement.** The Access Easement is intended for the common use, easement and benefit of the Parcel Owners and their respective customers, visitors, licensees, invitees, tenants, mortgagees, successors or assigns and is hereby dedicated and an easement granted therein for the following purposes: (i) a non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress, over, across, upon and through; and (ii) a non-exclusive, perpetual easement on, over and under the Access Easement for construction and maintenance of electric, communication lines, wires,

cables, conduits, water mains, drainage lines and drainage ditches, sewers, irrigation lines and other conveniences or utilities approved by the Master Association. No Owner shall acquire any right or interest in equipment placed on, over or under any portion of the Property which is located on or within the Access Easement unless otherwise agreed upon by the Parcel Owner and the Master Association. The Access Easement shall be maintained by the Master Association.

**Section 4.2: Drainage.** A non-exclusive, perpetual easement is hereby dedicated and an easement granted over, across, upon and under those portions of the Property comprising the Surface Water and Storm Water Management System, including the Drainage Easements. Each Parcel Owner shall have the duty to maintain, at its sole cost and expense, that portion of the Surface Water and Storm Water Management System and Drainage Easements located upon the Owner's Parcel. In default thereof, the Master Association shall maintain the Surface Water and Storm Water Management System, the cost of which shall be assessed against the Owner of the Parcel so maintained.

**Section 4.3: Sign Parcel.** The Sign Parcel shall be owned by Master Association for the benefit of the Owners of Property One, Property Two, Property Three and, collectively, Units 13, 14 and 15, Eau Gallie Boulevard Commercial Condominium, each having the right to use one-fourth (1/4) of the total area of the sign. The Sign Parcel shall be maintained by the Master Association, subject however, to each Parcel Owner's and/or Unit Owner's individual maintenance obligation as hereinafter imposed. Any monument sign that may be constructed on the Sign Parcel shall comply with all applicable governmental ordinances. As soon as may be practical, the Board of Directors shall cause to be installed on or about the monument sign an electrical meter and control box for the sign. All signage, whether affixed to a monument sign or to any building within the Property shall comply with all requirements imposed by the City of Melbourne, Florida.

Each of Owner One, Owner Two and Owner Three and the owners of Units 13, 14 and 15 in the Eau Gallie Boulevard Commercial Condominium shall have the right to participate in the use of the monument sign or may elect not to participate in the use of the monument sign. All costs of construction, maintenance and repair of the Sign Parcel shall be paid only by the Parcel Owners and/or Unit Owners who participate in its use with all such costs being shared proportionately by the parties electing to participate in its use, or as the parties may otherwise agree in writing. Except as otherwise set forth above, the Eau Gallie Boulevard Commercial Condominium Association, Inc. shall represent the Unit owners of Eau Gallie Boulevard Commercial Condominium with respect to the usage, if any, that may be made of the Sign Parcel by Owner Three. By way of clarification, the Eau Gallie Boulevard Commercial Condominium Association, Inc. shall not be charged for any use of the monument sign by the owners of Units, 13, 14 and 15 of the condominium.

**Section 4.4: Maintenance.** Each Parcel Owner shall (i) maintain, repair, clean and insure the Parcel owned by each such party; (ii) pay real property taxes and other governmental impositions imposed upon the Parcel owned by each such party; and (iii) maintain and repair easements, except for the Access Easement, located on the Parcel owned by each such party, including those imposed upon Property One and Property Two as provided herein and as provided in that certain Reciprocal Easement Agreement recorded in Official Records Book 5801 Page 9568, Public Records of Brevard County, Florida.

**Section 4.5: Parking Area Lighting.** Electric service servicing the parking area lighting located on Property One and Property Two is connected and billed to the Owner of Property One as of the date of this instrument. The Owner of Property One shall pay the cost of electricity until the construction

of improvements on Property Two at which time and thereafter the electric service shall be separated with each party paying the cost of electricity attributable to its own Parcel.

**Section 4.6: Private Easements.** All easements reserved herein are and shall, unless otherwise herein provided, remain private easements which shall be the sole and exclusive property of the Master Association.

## **ARTICLE V**

### **Rights and Duties of the Master Association**

**Section 5.1: General.** The Master Association shall have the duty to enforce the Covenants herein set forth for the benefit of the Parcel Owners. The Master Association shall maintain, repair and improve the Access Easement, the Surface Water and Storm Water Management System, and the Drainage Easements, subject however, to maintenance obligations herein imposed upon the Condominium Association or each Parcel Owner, as the case may be, for the use and benefit of the Parcel Owners and their respective customers, visitors, licensees, invitees, tenants, mortgagees, successors and assigns, for all proper and reasonable purposes for which the same are reasonably intended without payment of any fee for charge therefore, except, however, for the Assessments imposed by the Master Association as herein set forth. The Master Association shall have the right to impose reasonable rules and regulations concerning use of (i) the Access Easement as may be reasonably necessary to provide ingress, egress, drive lanes so as to maintain reasonable standards of health, safety, welfare and appearance of such easement and (ii) the Surface Water and Storm Water Management System. These rights shall pass with the conveyance of title to any Parcel. The Master Association may levy Special Assessments upon a Parcel to pay in whole or in part for the cost of any repair or replacement of an improvement located on a Parcel which benefits an individual Parcel or Parcels to the exclusion of other Parcels or in the event of the failure of a Parcel Owner to maintain its Parcel in the manner herein required.

**Section 5.2: Duty to Maintain Surface Water or Stormwater Management System.** Each Parcel Owner shall have the duty to maintain, operate and repair (i) that portion of the Surface Water or Stormwater Management System located on or within its Parcel; and (ii) to fulfill the obligations imposed upon Parcel Owner pursuant to that certain Stormwater Maintenance Agreement recorded in Official Records Book 5823, Page 2195, Public Records of Brevard County, Florida. Notwithstanding the preceding sentence, the Master Association shall be directly responsible to the District for the maintenance and repair of the Surface Water or Stormwater Management System in the event of default by an Owner in the performance of its duties hereunder.

Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allows the system to provide drainage, water storage, conveyance, or other stormwater capabilities as permitted by the District. The Master Association shall be responsible for such maintenance and operation in the event of default by any Parcel Owner. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved in writing by the District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

The Master 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 Master Association shall have the right to enter upon any portion of any Parcel 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 District permit. Additionally, the Master Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No Parcel Owner shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the District.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

**Section 5.3: Conservation Easement Area.**

The purpose of the Conservation Easement is to assure that the Conservation Easement Area will be retained forever in its existing natural condition and to prevent any use of the Conservation Easement Area that will impair or interfere with the environmental value of that area. Any activity in or use of the Conservation Easement Area inconsistent with the purpose of the Conservation Easement is prohibited.

The Conservation Easement expressly prohibits the following activities and uses:

**5.3.1** Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

**5.3.2** Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

**5.3.3** Removing, destroying or trimming trees, shrubs, or other vegetation.

**5.3.4** Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

**5.3.5** Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

**5.3.6** Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

**5.3.7** Acts or uses detrimental to such retention of land or water areas.

**5.3.8** Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

The Eau Gallie Boulevard Commercial Condominium Association, Inc., its successors and assigns, shall be primarily responsible, and the Master Association shall be secondarily responsible, for the operation and maintenance of the Conservation Easement Area, which shall include without thereby limiting, the periodic removal of trash and other debris which may accumulate thereon. To accomplish the purposes stated in the Conservation Easement, the parties hereto convey to the District the following rights:

**5.3.9** To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Condominium Association or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.



**5.3.10** To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Area that may be damaged by any activity inconsistent with those specified in the Conservation Easement.

The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

**Section 5.4: Duty to Maintain Fire Protection System.** Each Parcel Owner shall have the duty to maintain, operate and repair the fire protection system to the extent that same is located on its Parcel and shall fulfill the obligations imposed upon such Parcel Owner pursuant to the terms of that certain Fire Protection System Agreement recorded in Official Records Book 5823, Page 2271, Public Records of Brevard County, Florida. The Master Association may levy Special Assessments upon a Parcel to pay in whole or in part for the cost of any repair or replacement of the Fire Protection System to the extent same is located on a Parcel which benefits an individual Parcel or Parcels to the exclusion of other Parcels or in the event of the failure of an Parcel Owner to maintain the Fire Protection System on its Parcel in the manner herein required.

**Section 5.5: Membership.** Each Parcel Owner which is subject to Assessment shall be a member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to Assessment. Each Parcel Owner shall be entitled to one (1) vote for each Parcel owned.

**Section 5.6: Attorney's Fees.** The Master Association shall be entitled to recover reasonable attorney's fees and costs for the enforcement of any of its rights herein.

**Section 5.7: Property Controls.** The Master Association shall have the right to (i) adopt reasonable rules and regulations pertaining to the use of the Property and the safety and convenience of the users of the Property, and for that purpose may regulate vehicular speed of traffic, install traffic or speed bumps, place stop signs or otherwise impose reasonable traffic controls; and (ii) may assess fines against Parcel Owners for violation of these Covenants which shall be added to the next Assessment to which a Parcel is subject and enforceable as provided in these Covenants.

**Section 5.8: Enforcement Rights.** The Master Association shall have the right, but not the obligation, to enter upon any Parcel to cure any violation of these Covenants. Any such action shall be at the expense of the Owner of the Parcel on which the violation has occurred or exists which expense shall be payable by such Owner to the Master Association upon demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Master Association shall not be liable for any damages on account of the entry.

The rights of the Master Association described in this Article shall not be construed as a limitation of the rights of the Master Association or any Parcel Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Master Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

## **ARTICLE VI**

### **Rights Reserved by the Master Association**

**Section 6.1: Easements for Utilities.** The Master Association shall have the right to grant perpetual easements on, over and under the Property for construction and maintenance of electric and telephone lines, wires, cables, conduits, water mains, drainage lines and drainage ditches, sewers, irrigation lines and other conveniences or utilities so long as such easements shall not unreasonably interfere with the improvements constructed upon a Parcel or with the Owner's use thereof. Any Owner that may become subject to any easements reserved in this section shall acquire no right or interest in equipment placed on, over or under the portions of the Property which are subject to said easements. All easements reserved by the Master Association are and shall remain private easements.

**Section 6.2: Further Restrictions.** The Master Association shall have the right to impose further restrictions and to grant or dedicate additional easements on the Property. The easements so dedicated shall not materially or adversely affect any building structures or unreasonably interfere with the Owner's use its Parcel.

## **ARTICLE VII**

### **Restrictions**

**Section 7.1: Parking.** All parking spaces located on a Parcel shall be for the exclusive use of such Parcel Owner and its respective customers, visitors, licensees, tenants, invitees, mortgagees, successors and assigns unless otherwise agreed to by and between the Parcel Owners, it being expressly understood and agreed that each Parcel Owner may enter into agreement(s) with any other Parcel Owner(s) for shared ingress, egress and shared parking facilities by and among such Parcel Owners.

**Section 7.2: Drainage Facilities.** All drainage facilities located on the Property 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 or flow of drainage in drainage areas or which may obstruct or retard the flow of water through drainage channels situate on the Property. All banks, berms, swales and drainage areas located within the Property shall remain undisturbed and properly maintained in order that same may perform their intended function.

**Section 7.3: Signs.** All signage located on the Property shall conform to all applicable governmental requirements.

**Section 7.4: Refuse.** 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 Property.

**Section 7.5: Oil and Mining Operations.** No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property. All propane tanks shall be buried underground.

**Section 7.6: Fences.** No fence or wall shall be erected within the Property without the express written consent of the Master Association.

## **ARTICLE VIII**

### **Utility Provisions**

**Section 8.1: Water System.** The Water Line Easement facilitates the central water supply system provided by the City of Melbourne and which shall be used as the sole source of water for the Property. Each Parcel Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water lines located within the boundaries of the Parcel.

**Section 8.2: Sewage System.** The Sewer Line Easement facilitates the central sewage system provided by the City of Melbourne and which shall be used as the sole sewage system for the Property. Each Parcel Owner shall maintain and repair all portions of any sewer lines located within its Parcel and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within the Property.

**Section 8.3: Garbage Collection.** Each Parcel Owner shall provide for garbage, trash and rubbish collection required for its Parcel.

**Section 8.4: Electrical and Telephone Service.** All telephone, electric and other utility lines and connections between the main or primary utility lines and buildings located on the Property shall be concealed and located underground in a manner acceptable to the Master Association.

## **ARTICLE IX**

### **Easements**

**Section 9.1: Establishment of Easements.** All easements reserved or provided for in these Covenants shall be established by one or more of the following methods, to wit: (i) by these Covenants or by a separate instrument recorded in the public records; or (ii) by virtue of any reservation of rights by the Master Association as set forth in these Covenants.

**Section 9.2: Public Service.** Fire, police, health, sanitation, postal and other public service personnel and their vehicles have a permanent and perpetual easement into, out of, and over, the Property for the purpose of performing their appropriate and lawful functions.

**Section 9.3: Construction of Easement Provisions.** Any and all parts of this Declaration relating to the reservation and maintenance of easements are to be read and construed as being consistent with each and every other part relating to easements.

## **ARTICLE X**

### **General Provisions**

**Section 10.1: Duration and Amendment.** These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of thirty (30) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Master Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements hereinafter provided.

The Parcel Owners, collectively, may by written instrument change, alter or modify these Covenants in any manner, at any time provided that any change, alteration or modification shall not adversely affect any buildings or structures located thereon or adversely affect access thereto nor shall any change affect (i) the Surface Water Management System without the prior written approval of the District; or (ii) the right or lien of any institutional mortgagee, without such mortgagee's express written consent.

**Section 10.2: Notices.** Any notice required to be sent to any person pursuant to any provisions of these Covenants will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at its last known place of residence or to such other address as may be furnished to the Secretary of the Master Association. The effective date of the notice shall be the date of mailing.

**Section 10.3: Severability.** Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

**Section 10.4: Disputes and Construction of Terms.** In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

**Section 10.5: Conflict Resolution.** In the event of a conflict between the provisions of these Covenants and any obligation imposed upon an Owner by any easements or other documents of record, the provisions of these Covenants shall control.

**Section 10.6: Interested Parties.** The Interested Parties join in these Covenants for the purpose of subjecting their interest in the Property, if any, to the benefits and burdens imposed by these Covenants.

IN WITNESS WHEREOF, the undersigned have executed these Covenants on the day and year first above written.

**THE PARTIES HERETO HAVE EXECUTED JOINDERS TO THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF EAU GALLIE OFFICE PARK FOR THE PURPOSES HEREIN SET FORTH, ALL OF WHICH ARE ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.**

**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KASTER OF BREVARD, INC.**, a Florida corporation **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered  
the presence of:

**OWNER ONE:**

**BANKFIRST REALTY, INC.**, a Florida corporation

By: \_\_\_\_\_

Name: KEVIN PICART

Its: SR VICE PRESIDENT

**STATE OF FLORIDA**

**COUNTY OF BREVARD** Martin

I HEREBY CERTIFY that on this 30<sup>th</sup> day of December, 2015, before me personally appeared Kevin Picart, as SVP of **BANKFIRST REALTY, INC.**, a Florida corporation, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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



My Commission Expires:

Trina D. Sessions  
Notary Public

**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAISTER OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered  
In the presence of:

**OWNER TWO:**

**EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida  
limited liability company

By: **HJU HOLDINGS, LLLP**, a Florida limited  
liability partnership, as Managing Member

By: **HJU INVESTMENTS, LLC**, a Florida  
limited liability company, General Partner

By:   
**H. J. Underill, III**, Managing Member

**STATE OF FLORIDA  
COUNTY OF BREVARD**

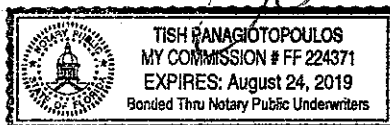
I HEREBY CERTIFY that on this 23<sup>rd</sup> day of NOVEMBER, 2015, before me personally appeared **H. J. Underill, III**, as Managing Member of **HJU INVESTMENTS, LLC**, a Florida limited liability company, as General Partner of **HJU HOLDINGS, LLLP**, a Florida limited liability partnership, as Managing Member of **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
Notary Public

My Commission Expires:

AUGUST 24, 2019



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KASTER OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered  
the presence of:

**AN OWNER THREE:**

**EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida  
limited liability company

By: **HJU HOLDINGS, LLLP**, a Florida limited  
liability partnership, as Managing Member

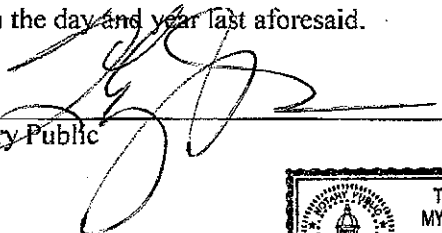
By: **HJU INVESTMENTS, LLC**, a Florida  
limited liability company, General Partner

By:   
**H. J. Underill, III**, Managing Member

**STATE OF FLORIDA  
COUNTY OF BREVARD**

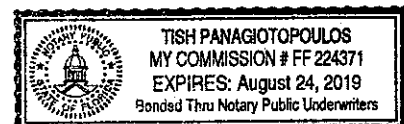
I **HEREBY CERTIFY** that on this 23<sup>rd</sup> day of NOVEMBER, 2015, before me personally appeared **H. J. Underill, III**, as Managing Member of **HJU INVESTMENTS, LLC**, a Florida limited liability company, as General Partner of **HJU HOLDINGS, LLLP**, a Florida limited liability partnership, as Managing Member of **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
Notary Public

My Commission Expires:

August 24, 2019



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster of Brevard, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed sealed and delivered in  
the presence of:

**AN OWNER THREE:**

**HOLIDAY BUILDERS, INC.**, a Florida  
corporation

By: [Signature]  
Name: Bruce Assam  
Title: President

[Signature]  
Indira Sarju  
Betty Bauer  
Betty Bauer  
STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 16<sup>th</sup> day of November, 2015 before me, personally appeared Bruce Assam as President of Holiday Builders, Inc., a Florida corporation, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

[Signature]  
Notary Public

My Commission Expires:



**RENEE JENKINS**  
MY COMMISSION # FF 182078  
EXPIRES: December 22, 2018  
Bonded Thru Budget Notary Services

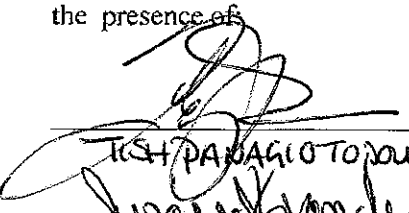
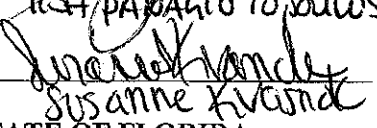


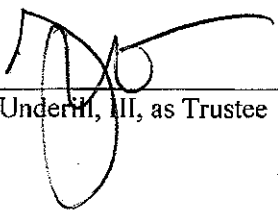
**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed sealed and delivered in  
the presence of

**AN OWNER THREE:**

  
TISH PANAGIOTOPOULOS  
  
Susanne Kuvshinov  
STATE OF FLORIDA  
COUNTY OF BREVARD

  
H. J. Underhill, III, as Trustee

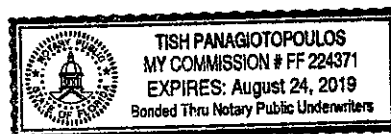
I HEREBY CERTIFY that on this 23<sup>rd</sup> day of NOVEMBER 2015, before me personally appeared H. J. Underhill, III, as Trustee, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
Notary Public

My Commission Expires:

AUGUST 24, 2019



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered in  
the presence of

**AN OWNER THREE:**

**SPCR HOLDINGS, LLC**, a Florida limited  
liability company

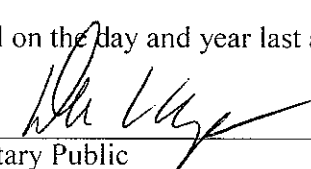
  
\_\_\_\_\_  


By: Gina M. Welsh  
Name: Gina M. Welsh  
Its: Manager

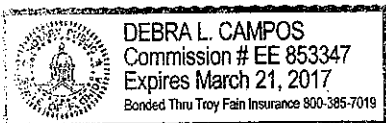
**STATE OF FLORIDA  
COUNTY OF BREVARD**

I hereby certify that on this 26 day of November, 2014 before me personally appeared Gina M. Welsh, as Manager of SPCR HOLDINGS, LLC, a Florida limited liability company, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:


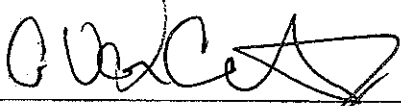


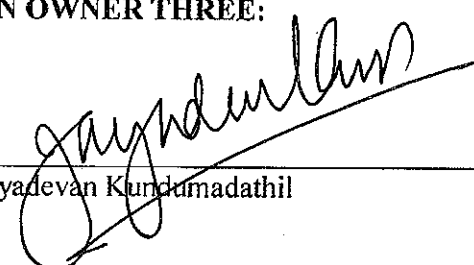
**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

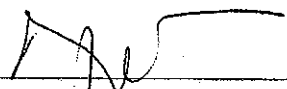
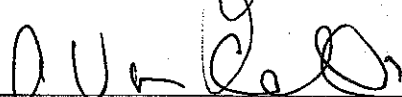
The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD.**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KASTER OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

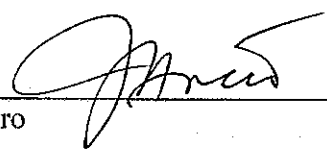
Signed, sealed and delivered in  
the presence of

**AN OWNER THREE:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Jayadevan Kundumadathil

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Janet Anciro

**STATE OF FLORIDA  
COUNTY OF BREVARD**

I hereby certify that on this 29 day of JAN, 2016 before me personally appeared Jayadevan Kundumadathil and Janet Anciro, husband and wife, who are personally known to me or who have provided FLA DR LIC as identification.

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

  
\_\_\_\_\_  
Notary Public



My Commission Expires:



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD.**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

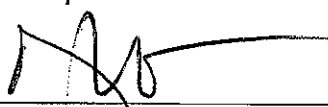
Signed, sealed and delivered in  
the presence of:

  
\_\_\_\_\_  
TISH PANAGIOTOPOULOS  
  
\_\_\_\_\_  
Susanne Kvasnick

STATE OF FLORIDA  
COUNTY OF BREVARD

AN OWNER THREE:

**MONTREAL, LTD.**, a Florida limited  
Partnership

By:   
\_\_\_\_\_  
H.J. Underill, III, a General Partner

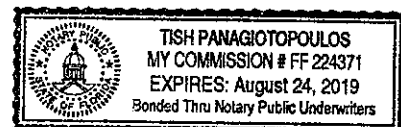
I HEREBY CERTIFY that on this 23rd day of NOVEMBER, 2015, before me personally appeared H. J. Underill, III, as General Partner of MONTREAL, LTD., a Florida limited partnership, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

AUGUST 24, 2019



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

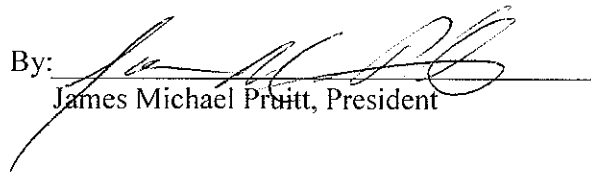
The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD.**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.


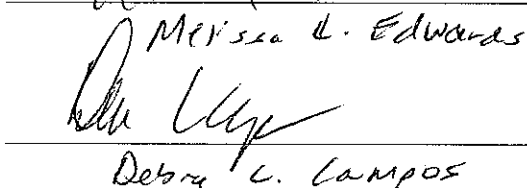
Signed, sealed and delivered in  
the presence of:

**AN OWNER THREE:**

**MONTREAL, LTD.**, a Florida limited  
Partnership

By **JAMES H. PRUITT REAL ESTATE,  
INC.**, General Partner

By:   
James Michael Pruitt, President

  
Melissa D. Edwards  
  
Debra L. Campos

**STATE OF FLORIDA  
COUNTY OF BREVARD**

I **HEREBY CERTIFY** that on this 6 day of February, 2015, before me personally appeared James Michael Pruitt, as President of James H. Pruitt Real Estate, Inc., General Partner of **MONTREAL, LTD.**, a Florida limited partnership, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
Notary Public

My Commission Expires:

3-21-2017



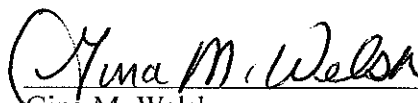
**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered in  
the presence of:

**AN OWNER THREE:**

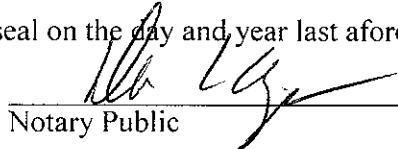
  
\_\_\_\_\_  
Kim Richard Welsh

  
\_\_\_\_\_  
Gina M. Welsh

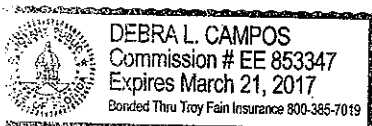
**STATE OF FLORIDA  
COUNTY OF BREVARD**

I HEREBY CERTIFY that on this 26 day of November, 2014, before me personally appeared Kim Richard Welsh and Gina M. Welsh, who are personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



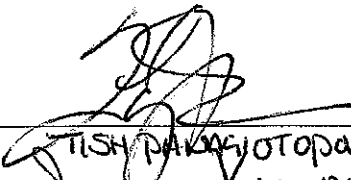
**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

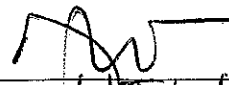
The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster of Brevard, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered  
the presence of:

**AN OWNER THREE:**

**EAU GALLIE BOULEVARD COMMERCIAL  
CONDOMINIUM ASSOCIATION, INC.**, a Florida not  
for profit corporation

  
\_\_\_\_\_  
TISH PANAGIOTOPOULOS  
Susanne Kivarnick

By:   
Name: H. J. Underill III  
Its: PRESIDENT

**STATE OF FLORIDA  
COUNTY OF BREVARD**

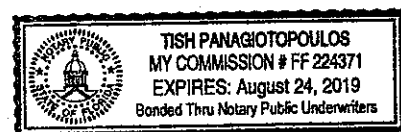
I HEREBY CERTIFY that on this 23<sup>rd</sup> day of NOVEMBER, 2015, before me personally appeared \_\_\_\_\_, as \_\_\_\_\_ of Eau Gallie Boulevard Commercial Condominium Association, Inc., a Florida not for profit corporation, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

August 24, 2019



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

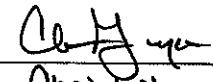
PNC BANK, successor by merger to RBC Bank, Indian River National Bank and Harbor Federal Savings Bank, being the owner and holder of certain mortgages and other security instruments being more particularly described on Exhibit "A" hereto ("Loan Documents") which by this reference is incorporated herein, does hereby subordinate the lien of the Loan Documents to the covenants, easements and restrictions set forth in this instrument and does hereby ratify, join in and confirm the dedication and filing of the Declaration of Covenants and Restrictions of Eau Gallie Office Park in the Public Records of Brevard County, Florida.

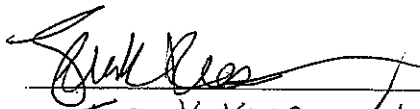
Signed, sealed and delivered  
in the presence of:

**MORTGAGEE:**

PNC BANK, successor by merger to RBC Bank,  
being a successor by merger to Indian River National Bank

  
\_\_\_\_\_  
Nicole R. Dyczek

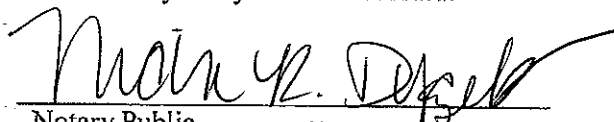
By:   
Name: Christopher Guyer  
Its: Vice President

  
\_\_\_\_\_  
Frank Kiernan

STATE OF FLORIDA  
COUNTY OF ~~BREVARD~~ Orange

I HEREBY CERTIFY that on this 20<sup>th</sup> day of January, 2016, before me personally appeared Christopher Guyer, as Vice President of PNC Bank, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
\_\_\_\_\_  
Notary Public **Nicole R. Dyczek**

My Commission Expires:

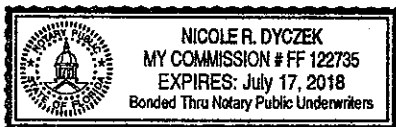




Exhibit "A"  
to  
PNC Joinder

**Mortgages and other security interests owned by PNC Bank**

1. Mortgage dated February 3, 2006 and recorded in Official Records Book 5187, Page 3434, as amended by instrument recorded June 22, 2005 in Official Records Book 5487, Page 3396 and 3404, all of the Public Records of Brevard County, Florida.
2. Mortgage dated February 16, 2005 and recorded in Official Records Book 5422, Page 8317, as amended by instruments recorded July 21, 2006 in Official Records Book 5674, Page 5485; dated March 29, 2007 recorded in Official Records Book 5763, Page 4786; and dated January 16, 2008 recorded in Official Records Book 5838, Page 4373, all of the Public Records of Brevard County, Florida.
3. Mortgage dated June 22, 2006 and recorded in Official Records Book 5663, Page 2003, as amended by instrument recorded August 12, 2011 in Official Records Book 6434, Page 2690, together with UCC-1 recorded in Official Records Book 5663, Page 2013, all of the Public Records of Brevard County, Florida.
4. Mortgage and Security Agreement dated January 24, 2006 and recorded January 30, 2006 in Official Records Book 5597, Page 3492, and Assignment of Leases and Rents recorded January 30, 2006, in Official Records Book 5597, Page 3501, as amended by Modification recorded in Official Records Book 5763, Page 4751, Official Records Book 5793, Page 2523, Official Records Book 5806, Page 4266 and Official Records Book 7514, Page 2774, all of the Public Records of Brevard County, Florida.


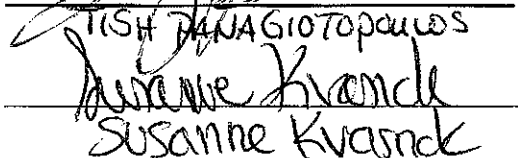
**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

MONTREAL, LTD, being the owner and holder of that certain mortgage from Eau Gallie Boulevard Development, LLC as recorded February 3, 2004, in Official Records Book 5187, Page 3441, and Partial Releases thereto recorded in Official Records Book 5313, Page 3566, Official Records Book 5425, Page 3821 and Official Records Book 5674, Page 5490, all of the Public Records of Brevard County, Florida, does hereby subordinate the lien of said mortgage to the covenants, easements and restrictions set forth in this instrument and does hereby ratify, join in and confirm the dedication and filing of the Declaration of Covenants and Restrictions of Eau Gallie Office Park in the Public Records of Brevard County, Florida.

Signed, sealed and delivered  
in the presence of:

**MORTGAGEE:**

**MONTREAL, LTD.,** a Florida limited partnership

  
\_\_\_\_\_  
TISH PANAGIOTOPOULOS  
  
\_\_\_\_\_  
Susanne Kvarnck

By: 

H. J. Underill, III, a General Partner

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of NOVEMBER, 2015, before me personally appeared H. J. Underill, III as a General Partner of Montreal, Ltd., who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

AUGUST 24, 2019



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

MONTREAL, LTD, being the owner and holder of that certain mortgage from Eau Gallie Boulevard Development, LLC as recorded February 3, 2004, in Official Records Book 5187, Page 3441, and Partial Releases thereto recorded in Official Records Book 5313, Page 3566, Official Records Book 5425, Page 3821 and Official Records Book 5674, Page 5490, all of the Public Records of Brevard County, Florida, does hereby subordinate the lien of said mortgage to the covenants, easements and restrictions set forth in this instrument and does hereby ratify, join in and confirm the dedication and filing of the Declaration of Covenants and Restrictions of Eau Gallie Office Park in the Public Records of Brevard County, Florida.


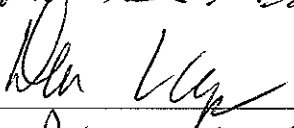
Signed, sealed and delivered in  
the presence of:

**MORTGAGEE:**

**MONTREAL, LTD.**, a Florida limited  
Partnership

By: **JAMES H. PRUITT REAL ESTATE,  
INC.**, General Partner

By:   
James Michael Pruitt, President

  
Melissa L. Edwards  
  
Debra L. Campos

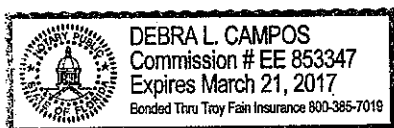
**STATE OF FLORIDA  
COUNTY OF BREVARD**

I hereby certify that on this 6 day of February, 2015 before me personally appeared James Michael Pruitt, President of James H. Pruitt Real Estate, Inc., a General Partner of Montreal, Ltd., a Florida limited partnership, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
Notary Public

My Commission Expires:



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

RAY S. IVES, being a successor in interest to Private Funding Specialists, Inc., the owner and holder of that certain mortgage from Eau Gallie Boulevard Development, LLC as recorded November 20, 2008, in Official Records Book 5899, Page 1515; UCC-1 recorded in Official Records Book 5899, Page 1538; Assignment of Leases, Rents and Profits recorded in Official Records Book 5899, Page 1543; Modification Agreement recorded in Official Records Book 5806, Page 4266 and Official Records Book 6200, Page 1005, all of the Public Records of Brevard County, Florida, does hereby subordinate the lien of said documents to the covenants, easements and restrictions set forth in this instrument and does hereby ratify, join in and confirm the dedication and filing of the Declaration of Covenants and Restrictions of Eau Gallie Office Park in the Public Records of Brevard County, Florida.

Signed, sealed and delivered  
in the presence of:

MORTGAGEE:

Steven Daniels

Ray S. Ives  
RAY S. IVES

Steven Daniels

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

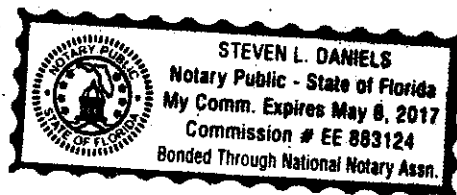
I HEREBY CERTIFY that on this 5 day of OCTOBER, 2015, before me personally appeared Ray S. Ives, who is personally known to me or who has provided FL DR. LLC as identification.

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

Steven Daniels  
Notary Public

My Commission Expires:

Steven Daniels




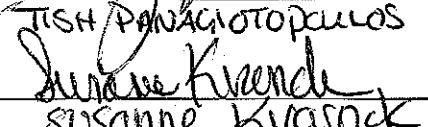
**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

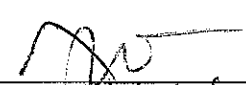
The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster of Brevard, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered in  
the presence of:

**AN INTERESTED PARTY:**

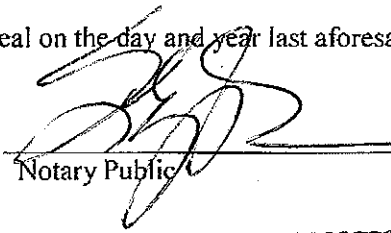
**EAU GALLIE BLVD. OFFICE PARK  
OWNERS ASSOCIATION, INC.**, a Florida  
not -for-profit corporation

  
\_\_\_\_\_  
TISH PANAGIOTOPOULOS  
  
\_\_\_\_\_  
Susanne Kvarnack  
STATE OF FLORIDA  
COUNTY OF BREVARD

By:   
Name: H. J. Underill III  
Title: President

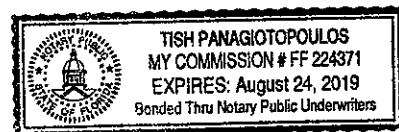
I hereby certify that on this 23rd day of NOVEMBER, 2015 before me personally appeared \_\_\_\_\_ as \_\_\_\_\_ of Eau Gallie Blvd. Office Park Owners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

AUGUST 24, 2019



**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster of Brevard, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered  
the presence of:

**AN INTERESTED PARTY:**

**EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company

By: **HJU HOLDINGS, LLLP**, a Florida limited liability partnership, as Managing Member

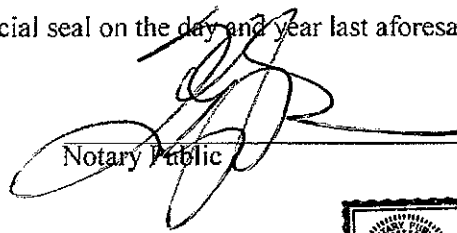
By: **HJU INVESTMENTS, LLC**, a Florida limited liability company, General Partner

By:   
**H. J. Underill, III**, Managing Member

**STATE OF FLORIDA  
COUNTY OF BREVARD**

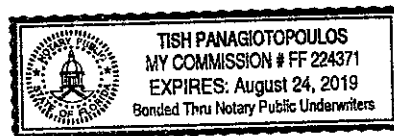
I HEREBY CERTIFY that on this 23rd day of NOVEMBER, 2015, before me personally appeared **H. J. Underill, III** as Managing Member of **HJU INVESTMENTS, LLC**, a Florida limited liability company, as General Partner of **HJU INVESTMENTS, LLC**, a Florida limited liability partnership, as Managing Member of **Eau Gallie Boulevard Development, LLC**, a Florida limited liability company, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
Notary Public

My Commission Expires:

August 24, 2019





**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

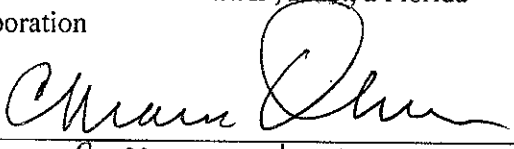
The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KASTER OF BREVARD, INC.**, a Florida limited liability company, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered in  
the presence of:

**AN INTERESTED PARTY:**

**KASTER OF BREVARD, INC.**, a Florida  
corporation

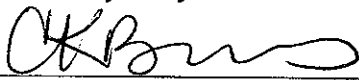
  
\_\_\_\_\_  
  
\_\_\_\_\_

By:   
Name: C. Mario Oliveira  
Title: President

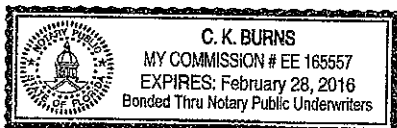
**STATE OF FLORIDA  
COUNTY OF BREVARD**

I hereby certify that on this 18 day of NOV, 2014, before me personally appeared C. Mario Oliveira as President of Kaster of Brevard, Inc., a Florida corporation, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

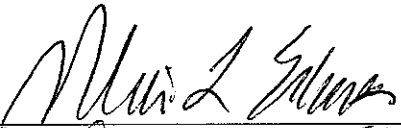
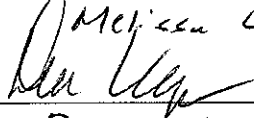


**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered in  
the presence of:

**AN INTERESTED PARTY:**

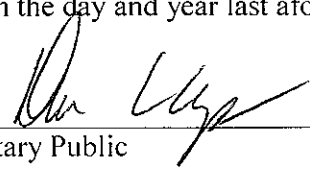
  
\_\_\_\_\_  
Melissa L. Edwards  
  
\_\_\_\_\_  
Debra L. Campos

  
\_\_\_\_\_  
JAMES MICHAEL PRUITT

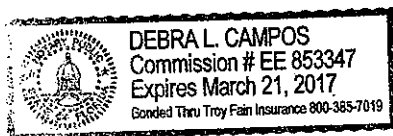
**STATE OF FLORIDA  
COUNTY OF BREVARD**

I hereby certify that on this 6 day of February, 2015 before me personally appeared James Michael Pruitt, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3-21-2017



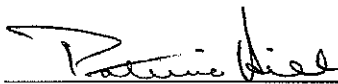
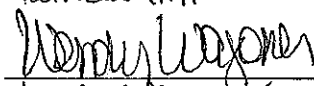


**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between BANKFIRST REALTY, INC., a Florida corporation, EAU GALLIE BOULEVARD DEVELOPMENT, LLC, a Florida limited liability company, HOLIDAY BUILDERS, INC., a Florida corporation, H. J. UNDERILL, III, as Trustee, SPCR HOLDINGS, LLC, a Florida limited liability company, JAYADEVAN KUNDUMADATHIL and JANET ANCIRO, husband and wife, MONTREAL, LTD, a Florida limited partnership, KIM RICHARD WELSH and GINA M. WELSH, husband and wife, EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC. a Florida not for profit corporation, EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, KASTER OF BREVARD, INC., a Florida corporation, JAMES MICHAEL PRUITT, TANYA PRUITT HERBERT, LONNIE K. PRUITT, PNC BANK, National Association, and RAY S. IVES to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered in  
the presence of:

AN INTERESTED PARTY:

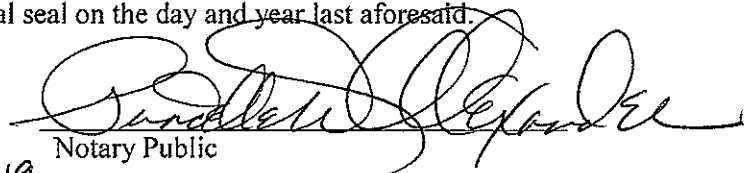
  
\_\_\_\_\_  
Patricia Hill  
  
\_\_\_\_\_  
Wendy Wayson

  
\_\_\_\_\_  
TANYA PRUITT HERBERT

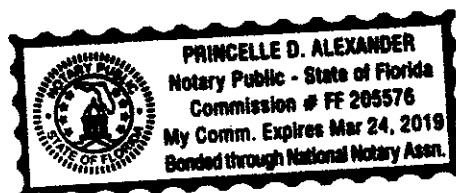
**STATE OF FLORIDA  
COUNTY OF BREVARD**

I hereby certify that on this 30 day of March, 2015 before me personally appeared Tanya Pruitt Herbert, who is personally known to me or who has provided Personally Known as identification.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 03/24/2019

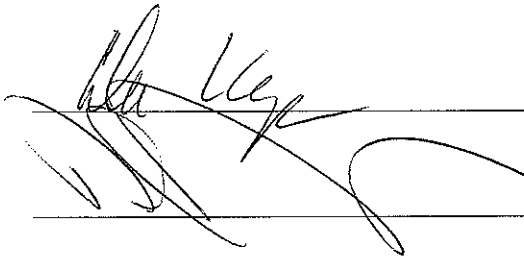


**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster OF BREVARD, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered in  
the presence of:

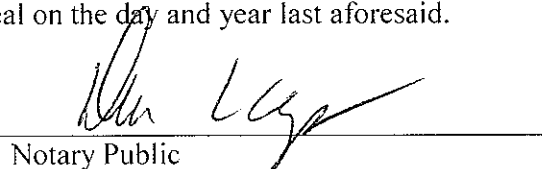
**AN INTERESTED PARTY:**

  
**LONNIE K. PRUITT**

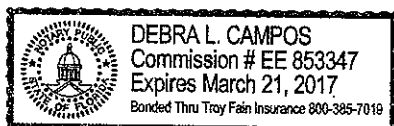
**STATE OF FLORIDA  
COUNTY OF BREVARD**

I hereby certify that on this 5 day of February, 2015 before me personally appeared Lonnie K. Pruitt, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
Notary Public

My Commission Expires: 3-21-2017

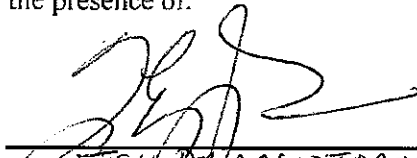
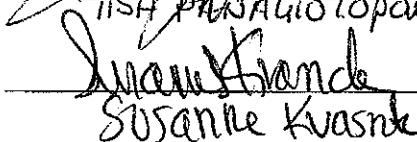


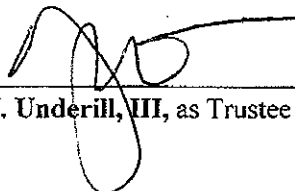
**JOINDER TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF EAU GALLIE OFFICE PARK**

The undersigned does hereby execute the Declaration of Covenants and Restrictions by and between **BANKFIRST REALTY, INC.**, a Florida corporation, **EAU GALLIE BOULEVARD DEVELOPMENT, LLC**, a Florida limited liability company, **HOLIDAY BUILDERS, INC.**, a Florida corporation, **H. J. UNDERILL, III**, as Trustee, **SPCR HOLDINGS, LLC**, a Florida limited liability company, **JAYADEVAN KUNDUMADATHIL** and **JANET ANCIRO**, husband and wife, **MONTREAL, LTD**, a Florida limited partnership, **KIM RICHARD WELSH** and **GINA M. WELSH**, husband and wife, **EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.** a Florida not for profit corporation, **EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, **KAster of Brevard, INC.**, a Florida corporation, **JAMES MICHAEL PRUITT**, **TANYA PRUITT HERBERT**, **LONNIE K. PRUITT**, **PNC BANK**, National Association, and **RAY S. IVES** to which this Joinder is attached for the purposes therein set forth.

Signed, sealed and delivered  
the presence of:

**AN INTERESTED PARTY:**

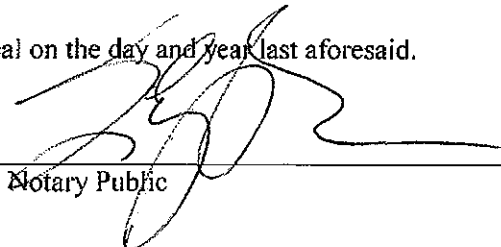
  
\_\_\_\_\_  
**TISH PANAGIOTOPOULOS**  
  
\_\_\_\_\_  
**Susanne Kvasnik**

By:   
\_\_\_\_\_  
**H. J. Underill, III, as Trustee**

**STATE OF FLORIDA  
COUNTY OF BREVARD**

I HEREBY CERTIFY that on this 23rd day of NOVEMBER, 2015, before me personally appeared **H. J. Underill, III**, as Trustee, who is personally known to me or who has provided \_\_\_\_\_ as identification.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

August 24, 2019



## **Exhibit "A"**

### **Legal Description of Property One**

#### **PARCEL 1: SOUTH RESTAURANT PARCEL (Historic)**

Part of lands described in Official Records Book 1796, Page 0424, of the Public Records of Brevard County, Florida, being a portion of Lots 37, 38, 59 and 60, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Beginning at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records and a point on the South line of Deed Book 432, Page 429, of the said Public Records of Brevard County; thence South  $39^{\circ} 15' 31''$  West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 feet, and a central angle of  $18^{\circ} 11' 21''$ ; thence Southwesterly along said South line and the arc of said curve an arc distance of 733.71 feet; thence South  $32^{\circ} 33' 08''$  East, a distance of 258.29 feet to the POINT-OF-BEGINNING; thence continue South  $32^{\circ} 33' 08''$  East along said line, a distance of 229.71 Feet to the North Right-of-Way line of Eau Gallie Boulevard and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,799.18 feet, and a central angle of  $07^{\circ} 54' 18''$ ; thence from a tangent bearing of South  $57^{\circ} 26' 52''$  West, run Southwesterly along said North Right-of-Way line and the arc of said curve an arc distance of 386.20 feet to a point of compound curve concave to the Northeast having a radius of 35.00 Feet, and a central angle of  $102^{\circ} 21' 04''$ ; thence run along the East Right-of-Way line of Trent House Drive for the following five calls: run Northwesterly along the arc of said curve an arc distance of 62.52 feet to a point of compound curve concave to the East having a radius of 186.00 feet, and a central angle of  $23^{\circ} 26' 44''$ ; thence Northerly along the arc of said curve an arc distance of 76.11 feet; thence North  $11^{\circ} 08' 59''$  East, a distance of 130.11 feet to the point of curvature of a circular curve concave to the West, having a radius of 250.00 feet, and a central angle of  $02^{\circ} 51' 11''$ ; thence Northerly along the arc of said curve an arc distance of 12.45 feet; thence North  $59^{\circ} 45' 13''$  East, a distance of 274.93 feet to the POINT-OF-BEGINNING.

**AND**

#### **PARCEL 2: ADDITIONAL LAND ADDED TO PARCEL 1**

Part of lands described in Ingress and Egress Easement Agreement per Official Records Book 5801, Page 9594 and also being part of lands described in Official Records Book 1796, Page 424, Public Records of Brevard County, Florida, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60 and 61, of the said Public Records and a point on the South line of Deed Book 432, Page 429 of the said Public Records of Brevard County; thence South  $39^{\circ} 15' 31''$  West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 feet, and a central angle of  $17^{\circ} 12' 26''$ ; thence Southwesterly along said South line and the arc of said curve an arc distance of 694.10 feet to the Northeast corner of said Ingress and Egress Easement Agreement; thence leaving said line run South  $33^{\circ} 12' 49''$  East along the East line of said Ingress and Egress Easement Agreement, a distance 49.67 feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,360.85 feet, and a central angle of  $00^{\circ} 17' 28''$ ; thence leaving said line from a tangent bearing of South  $56^{\circ} 28' 21''$  West, run Southwesterly along the arc of said curve an arc distance of 12.00 feet; thence South  $33^{\circ} 12' 49''$  East, a distance of 210.03 feet to the Point of Beginning; thence continue South  $33^{\circ} 12' 49''$  East along said line, a distance of 228.29 feet to a point on the Southerly line of said Ingress and Egress Easement Agreement and the North right of way line of Eau Gallie Boulevard and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,299.18 feet, and a central angle of  $00^{\circ} 40' 49''$ ; thence from a tangent bearing of South  $56^{\circ} 46' 02''$  West, run Southwesterly along said line and the arc of said curve an arc distance of 33.24 feet to the Westerly line of said Ingress and Egress Easement Agreement; thence North  $32^{\circ} 33' 08''$  West along said Westerly line a distance of 229.71 feet; thence North  $59^{\circ} 45' 13''$  East, a distance of 30.63 feet to the Point of Beginning.

**LESS AND EXCEPT: SIGN TRACT**

Part of lands described in Ingress and Egress Easement Agreement per Official Records Book 5801, Page 9594, of the Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of lands described in Official Records Book 5949, Page 777, said Public Records; thence South  $32^{\circ} 33' 08''$  East along the East line of said Official Records Book and the West line of said Ingress and Egress Easement Agreement, a distance of 202.60 Feet to the POINT-OF-BEGINNING; thence leaving said lines run North  $57^{\circ} 26' 52''$  East, a distance of 12.09 Feet; thence South  $32^{\circ} 33' 08''$  East, a distance of 24.00 Feet; thence South  $57^{\circ} 26' 52''$  West, a distance of 12.09 Feet to a point on the said East and West lines; thence North  $32^{\circ} 33' 08''$  West along said East and West lines, a distance of 24.00 Feet to the POINT-OF-BEGINNING.

**PARCEL 1 AND PARCEL 2 ARE COMBINED AND DESCRIBED AS FOLLOWS:**

Lands described in Official Records Book 5949, Page 777 and a part of lands described in Ingress and Egress Easement Agreement per Official Records Book 5801, Page 9594; inclusive of the Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records and a point on the South line of Deed Book

432, Page 429, of the said Public Records of Brevard County; thence South  $39^{\circ}15'31''$  West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of  $17^{\circ}12'26''$ ; thence Southwesterly along said South line and the arc of said curve an arc distance of 694.10 Feet to the Northeast corner of said Ingress and Egress Easement Agreement; thence leaving said South line run South  $33^{\circ}12'49''$  East along the East line of said Ingress and Egress Easement Agreement, a distance of 49.67 Feet to the point of curvature of a non tangent circular curve concave to the northwest, having a radius of 2,360.85 Feet, and a central angle of  $00^{\circ}17'28''$ ; thence leaving said line from a tangent bearing of South  $56^{\circ}28'21''$  West, run southwesterly along the arc of said curve an arc distance of 12.00 Feet; thence South  $33^{\circ}12'49''$  East, a distance of 210.03 Feet to the POINT-OF-BEGINNING; thence continue South  $33^{\circ}12'49''$  East, a distance of 228.29 Feet to a point on the Southerly line of said Ingress and Egress Easement Agreement and on the North Right-of-Way line of Eau Gallie Boulevard (public Right-of-Way width varies) and the point of curvature of a non tangent circular curve concave to the northwest, having a radius of 2,799.18 Feet, and a central angle of  $08^{\circ}35'08''$ ; thence from a tangent bearing of South  $56^{\circ}46'02''$  West, run southwesterly along said South line and the arc of said curve an arc distance of 419.44 Feet to a point on the Easterly Right-of-Way line of Trent House Drive (a 100' Public Road Right-of-Way) per Magnolia Lakes Phase One, Plat Book 43, Page 60, of said Public Records, being the point of compound curve with a curve concave to the northeast having a radius of 35.00 Feet, and a central angle of  $102^{\circ}21'04''$ ; thence northwesterly along said Right-of-Way line and the arc of said curve an arc distance of 62.52 Feet to a point of compound curve concave to the east having a radius of 186.00 Feet, and a central angle of  $23^{\circ}26'44''$ ; thence northerly along said Right-of-Way line and the arc of said curve an arc distance of 76.11 Feet; thence along said Right-of-Way line North  $11^{\circ}08'59''$  East, a distance of 130.11 Feet to the point of curvature of a circular curve concave to the west, having a radius of 250.00 Feet, and a central angle of  $02^{\circ}51'11''$ ; thence northerly along said Right-of-Way line and the arc of said curve an arc distance of 12.45 Feet; thence leaving said right-of-way line run North  $59^{\circ}45'13''$  East, a distance of 305.55 Feet to the POINT-OF-BEGINNING.

#### **LESS AND EXCEPT: SIGN TRACT**

Part of lands described in Ingress and Egress Easement Agreement per Official Records Book 5801, Page 9594, of the Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of lands described in Official Records Book 5949, Page 777, said Public Records; thence South  $32^{\circ}33'08''$  East along the East line of said Official Records Book and the West line of said Ingress and Egress Easement Agreement, a distance of 202.60 Feet to the POINT-OF-BEGINNING; thence leaving said lines run North  $57^{\circ}26'52''$  East, a distance of 12.09 Feet; thence South  $32^{\circ}33'08''$  East, a distance of 24.00 Feet; thence South  $57^{\circ}26'52''$  West, a distance of 12.09 Feet to a point on the said East and West lines; thence North  $32^{\circ}33'08''$  West along said East and West lines, a distance of 24.00 Feet to the POINT-OF-BEGINNING.

## **Exhibit "B"**

### **Legal Description of Property Two**

#### **Parcel 1: NORTH RESTAURANT PARCEL (Historic)**

Part of lands described in Official Records Book 1796, Page 0424, of the Public Records of Brevard County, Florida, being a portion of Lots 37, 38 and 59, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Beginning at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records and a point on the South line of Deed Book 432, Page 429, of the said Public Records of Brevard County; thence South  $39^{\circ} 15' 31''$  West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 feet, and a central angle of  $18^{\circ} 11' 21''$ ; thence Southwesterly along said South line and the arc of said curve an arc distance of 733.71 feet; thence South  $32^{\circ} 33' 08''$  East, a distance of 49.67 feet to the POINT-OF-BEGINNING; thence continue South  $32^{\circ} 33' 08''$  East along said line, a distance of 208.62 feet; thence South  $59^{\circ} 45' 13''$  West, a distance of 274.93 feet to the point of curvature of a non tangent circular curve concave to the West, having a radius of 250.00 Feet, and a central angle of  $34^{\circ} 35' 28''$ ; from a tangent bearing of North  $08^{\circ} 17' 48''$  East, run Northerly along the said East Right-of-Way line of Trent House Drive and the arc of said curve an arc distance of 150.93 feet; thence North  $26^{\circ} 17' 40''$  West along the said East Right-of-Way line of Trent House Drive, a distance of 70.86 feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,360.85 feet, and a central angle of  $05^{\circ} 02' 39''$ ; thence from a tangent bearing of North  $62^{\circ} 29' 32''$  East, run Northeasterly along the arc of said curve an arc distance of 207.85 feet to the POINT-OF-BEGINNING.

**AND**

#### **Parcel 2: ADDITIONAL LAND ADDED TO PARCEL 2**

Part of lands described in Ingress and Egress Easement Agreement per Official Records Book 5801 page 9594 and also being part of land described in Official Records Book 1796 page 424, Public Records of Brevard County, Florida, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase one, as recorded in Plat Book 43, pages 60 and 61, of the said Public Records and a point on the South line of Deed Book 432, page 429 of he said Public Records of Brevard County; thence South  $39^{\circ} 15' 31''$  West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 feet, and a central angle of  $17^{\circ} 12' 26''$ ; thence Southwesterly along said South line and the arc of said curve an arc distance of 694.10 feet to the Northeast corner of said Ingress and Egress Easement

Agreement; thence leaving said line run South 33° 12'49" East along the East line of said Ingress and Egress Easement Agreement, a distance 49.67 feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,360.85 feet, and a central angle of 00° 17'28"; thence leaving said line from a tangent bearing of South 56° 28'21" West, run Southwesterly along the arc of said curve an arc distance of 12.00 feet to the end of the curve, said point being the Point of Beginning; thence South 33° 12'49" East, a distance of 210.03 feet; thence South 59° 45'13" West, a distance of 30.63 feet to a point on the Westerly line of said Ingress and Egress Easement Agreement; thence North 32° 33'08" West along said Westerly line, a distance of 208.62 feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,360.85 feet, and a central angle of 00° 41'02"; thence leaving said line from a tangent bearing of North 57° 26'52" East, run Northeasterly along the arc of said curve an arc distance of 28.18 feet to the Point of Beginning

**PARCEL 1 AND PARCEL 2 ARE COMBINED AND DESCRIBED AS FOLLOWS:**

Part of lands described in Official Records Book 5597, Page 3490 and a part of lands described in Ingress and Egress Easement Agreement per Official Records Book 5801, Page 9594; inclusive of the Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records and a point on the South line of Deed Book 432, Page 429, of the said Public Records of Brevard County; thence South 39°15'31" West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of 17°12'26"; thence Southwesterly along said South line and the arc of said curve an arc distance of 694.10 Feet to the Northeast corner of said Ingress and Egress Easement Agreement; thence leaving said line run South 33°12'49" East along the East line of said Ingress and Egress Easement Agreement, a distance of 49.67 Feet to the point of curvature of a non tangent circular curve concave to the northwest, having a radius of 2,360.85 Feet, and a central angle of 00°17'28"; thence from a tangent bearing of South 56°28'21" West, run southwesterly along the arc of said curve an arc distance of 12.00 Feet to the end of the curve, said point being the POINT-OF-BEGINNING; thence South 33°12'49" East, a distance of 210.03 Feet; thence South 59°45'13" West, a distance of 305.55 Feet to a point on the Easterly Right-of-Way line of Trent House Drive (a 100' Public Road Right-of-Way) per Magnolia Lakes Phase One, Plat Book 43, Page 60, of said Public Records and being the point of curvature of a non tangent circular curve concave to the west, having a radius of 250.00 Feet, and a central angle of 34°35'28"; thence from a tangent bearing of North 08°17'48" East, run northerly along said Right-of-Way line and the arc of said curve an arc distance of 150.93 Feet; thence continue along said Right-of-Way line North 26°17'40" West, a distance of 70.86 Feet to a point on the South line of said Ingress and Egress Easement Agreement and being the point of curvature of a non tangent circular curve concave to the northwest, having a radius of 2,360.85 Feet, and a central angle of 05°43'41"; thence from a tangent bearing of North 62°29'32" East, run northeasterly along said South line and its Easterly extension and the arc of said curve an arc distance of 236.03 Feet to the POINT-OF-BEGINNING.



## Legal Description of Condominium Property

**SKETCH OF LEGAL**  
(NOT A SURVEY)

**P.O.B.**

NORTHEAST CORNER  
OF TRACT C,  
MAGNOLIA LAKES PHASE ONE  
PLAT BOOK 43, PAGES 60-61

LANDS DESCRIBED IN  
DEED BOOK 432, PAGE 429

SOUTH LINE OF  
DEED BOOK 432, PAGE 429

REMAINDER  
LOT 31

LINE	LENGTH	BEARING
L1	643.26'	S 89°43'42" E
L2	390.03'	S 39°15'31" W
L3	12.00'	N 50°44'29" W
L4	91.15'	S 39°15'31" W
L5	12.00'	S 46°04'19" E
L6	12.00'	N 38°46'29" W
L7	438.33'	N 33°12'49" W
L8	49.68'	N 26°17'40" W
L9	76.47'	N 39°15'31" E

SOUTH LINE OF  
MAGNOLIA LAKES PHASE ONE  
P.B. 43, PAGES 60-61

SUBJECT PROPERTY  
12.28± ACRES

NORTH RIGHT-OF-WAY OF  
EAU GALIE BOULEVARD

REMAINDER  
LOT 35

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LOT 34

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# Exhibit "C" - Page 2

## Legal Description of Condominium Property

### SKETCH OF LEGAL (NOT A SURVEY)


#### LEGAL DESCRIPTION: CONDOMINIUM BOUNDARY (BY SURVEYOR)

Part of lands described in O.R. Book 1796, Page 0424, of the Public Records of Brevard County, Florida, being a portion of lots 29-31,35-38 and lot 60, Indian River Groves and Gardens, as recorded in Plat Book 6, Page 87, of the said Public Records, together with vacated road Right-of-way, as recorded in O.R. Book 2799, Page 0749 of the said Public Records, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Beginning at the Northeast corner of Tract C, Magnolia Lakes Phase One, according to the Plat thereof, as recorded in Plat Book 43, Pages 60-61, of the said Public Records, said point being on the South line of Eagle Harbor, according to the Plat thereof, as recorded in Plat Book 52, Pages 17-20, of the said Public Records, said point being the POINT-OF-BEGINNING; thence South 89°43'42" East along the said South line, a distance of 643.26 Feet to the North Right-of-way line of Eau Gallie Boulevard; thence run along the said North Right-of-way line for the following eight calls: South 39°15'31" West, a distance of 390.03 Feet; thence North 50°44'29" West, a distance of 12.00 Feet; thence South 39°15'31" West, a distance of 91.15 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,799.18 Feet, and a central angle of 04°40'10"; thence Southwesterly along the arc of said curve an arc distance of 228.12 Feet; thence South 46°04'19" East, a distance of 12.00 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,811.18 Feet, and a central angle of 07°17'50"; thence from a tangent bearing of South 43°55'41" West, run Southwesterly along the arc of said curve an arc distance of 358.04 Feet; thence North 38°46'29" West, a distance of 12.00 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,799.18 Feet, and a central angle of 05°32'32"; thence from a tangent bearing of South 51°13'31" West, run Southwesterly along the arc of said curve an arc distance of 270.76 Feet; thence leaving North Right-of-way line of Eau Gallie Boulevard run North 33°12'49" West, a distance of 438.33 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,360.85 Feet, and a central angle of 05°43'41"; thence from a tangent bearing of South 57°26'52" West, run Southwesterly along the arc of said curve an arc distance of 236.03 Feet to the East Right-of-way line of Trent House Drive; thence North 26°17'40" West along said East Right-of-way line, a distance of 49.68 Feet to the South line of said Magnolia Lakes Phase One said point being the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of 23°12'27"; thence from a tangent bearing of North 62°27'58" East, run Northeasterly along the said South line of Magnolia Lakes Phase One and the arc of said curve an arc distance of 936.13 Feet; thence North 39°15'31" East along the said South line, a distance of 76.47 Feet to the POINT-OF-BEGINNING.

Containing 12.286 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=200' OR SMALLER

DRAWING NO: A13-0016		DRAWING NAME: SKETCH-CONDO BDY.DWG		SHEET 2 OF 2	
SCALE: 1"=200'		DWN.BY: T.B.		CHD.BY: J.M.M. PROJECT # 213-0102	
REVISIONS	THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM.				
	CERTIFIED TO:				
	NON-APPLICABLE				
SEE SHEET 1 FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1			 <b>WILLIAM MOTT LAND SURVEYING INC.</b> BAYMEADOWS COMMERCIAL CENTER 3716 NORTH WICKHAM ROAD, SUITE 3 MELBOURNE, FLORIDA, 32935-2338 PHONE (321) 751-4444 LICENSED BUSINESS "SM"		

**Exhibit "D"**

**Legal Description of Eau Gallie Office Park Property**

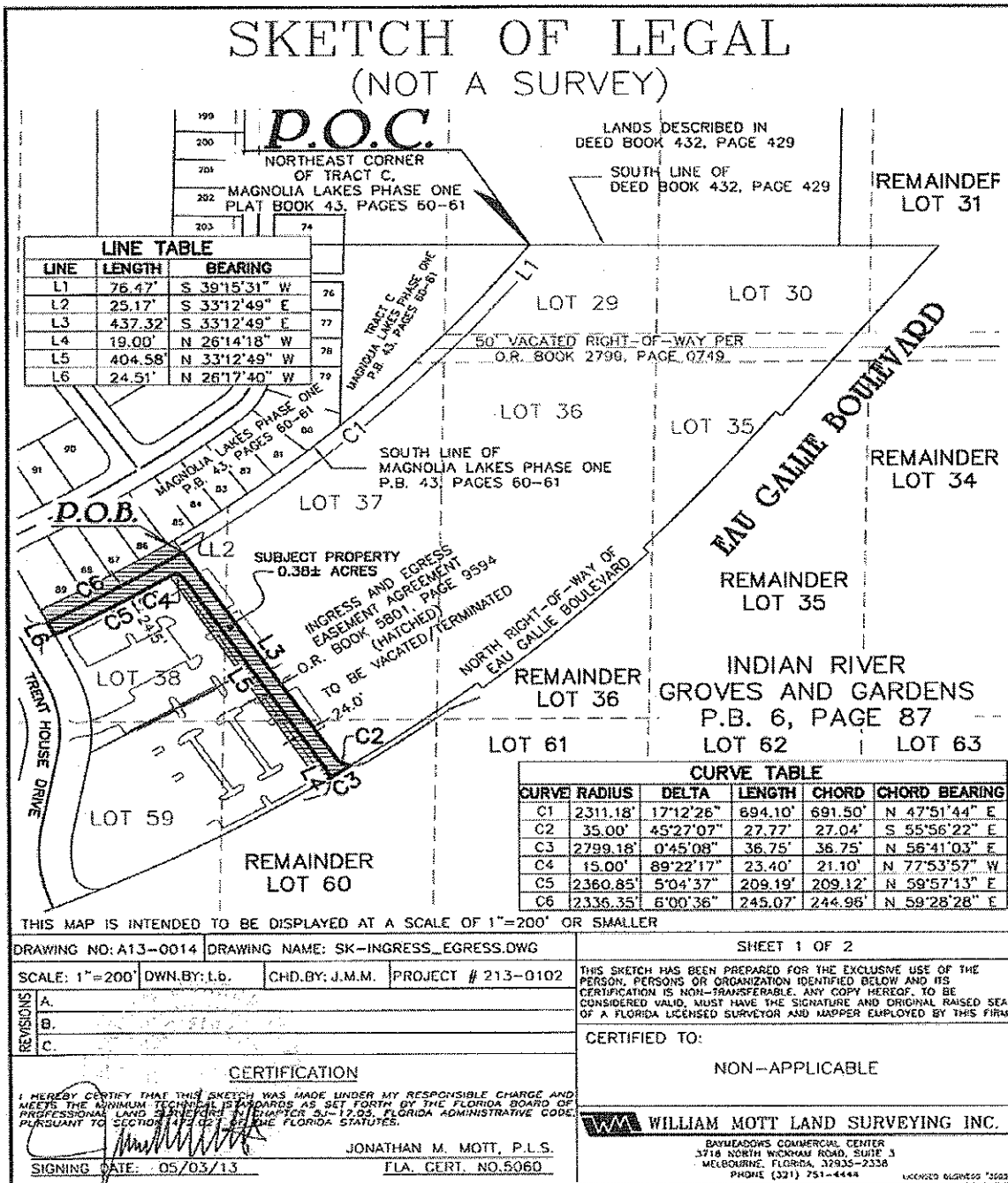
**LEGAL DESCRIPTION: (BY SURVEYOR)**

Part of lands described in O.R. Book 1796, Page 0424, of the Public Records of Brevard County, Florida, being a portion of lots 29-31, 35-38 and lots 59 and 60, Indian River Groves and Gardens, as recorded in Plat Book 6, Page 87, of the said Public Records, together with vacated road Right-of-Way, as recorded in O.R. Book 2799, Page 0749 of the said Public Records, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Beginning at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records and a point on the South line of Deed Book 432, Page 429, of the said Public Records, said point being the POINT-OF-BEGINNING; thence South  $89^{\circ}43'42''$  East along the said South line and the extension of said South line, a distance of 643.26 Feet to the North Right-of-Way of Eau Gallie Boulevard; thence run along said North Right-of-Way line for the following four calls: South  $39^{\circ}15'31''$  West, a distance of 481.17 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,811.18 Feet and a central angle of  $18^{\circ}11'21''$ ; thence Southwesterly along the arc of said curve an arc distance of 892.44 Feet; thence North  $32^{\circ}33'08''$  West, a distance of 12.00 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,799.18 Feet, and a central angle of  $07^{\circ}54'18''$ ; thence from a tangent bearing of South  $57^{\circ}26'52''$  West, run Southwesterly along the arc of said curve an arc distance of 386.20 Feet to the East Right-of-Way line of Trent House Drive, of said Magnolia Lakes Phase One, said point being a point of compound curve to the right having a radius of 35.00 Feet and a central angle of  $102^{\circ}21'04''$ ; thence run along said East Right-of-Way line for the following five calls: Northwesterly along the arc of said curve an arc distance of 62.52 Feet to a point of compound curve to the right having a radius of 186.00 Feet and a central angle of  $23^{\circ}26'44''$ ; thence Northerly along the arc of said curve an arc distance of 76.11 Feet; thence North  $11^{\circ}08'59''$  East, a distance of 130.11 Feet to the point of curvature of a circular curve concave to the West, having a radius of 250.00 Feet and a central angle of  $37^{\circ}26'39''$ ; thence Northerly along the arc of said curve an arc distance of 163.38 Feet; thence North  $26^{\circ}17'40''$  West, a distance of 120.54 Feet to the point of curvature of a non-tangent circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of  $23^{\circ}12'27''$ ; thence leaving said East Right-of-Way from a tangent bearing of North  $62^{\circ}27'58''$  East, run Northeasterly along the arc of said curve and the South line of said Magnolia Lakes Phase One an arc distance of 936.13 Feet; thence North  $39^{\circ}15'31''$  East along said South line, a distance of 76.47 Feet to the POINT-OF-BEGINNING.  
Containing 15.767 Acres of land more or less.

# Exhibit "E"

## Access Easement



# Exhibit "E" – Page 2

## Access Easement

### SKETCH OF LEGAL (NOT A SURVEY)


LEGAL DESCRIPTION: INGRESS AND EGRESS EASEMENT (BY SURVEYOR)

Part of lands described in Ingress and Egress Easement Agreement recorded in O.R. Book 5801, Page 9594 and also being part of lands described in O.R. Book 1796, Page 0424 inclusive Public Records of Brevard County, Florida, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records and a point on the South line of Deed Book 432, Page 429, of the said Public Records of Brevard County; thence South 39°15'31" West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of 17°12'26"; thence Southwesterly along said South line and the arc of said curve an arc distance of 694.10 Feet to the Northeast corner of the said Ingress and Egress Easement Agreement; thence South 33°12'49" East along the East line of the said Ingress and Egress Easement Agreement, a distance of 25.17 Feet to the POINT-OF-BEGINNING; thence continue along the said East line South 33°12'49" East, a distance of 437.82 Feet to the point of curvature of a circular curve concave to the northeast, having a radius of 35.00 Feet, and a central angle of 45°27'07"; thence southeasterly along the arc of said curve an arc distance of 27.77 Feet to a point on the North Right-of-Way line of Eau Gallie Boulevard and the point of curvature of a non tangent circular curve concave to the northwest, having a radius of 2,799.18 Feet, and a central angle of 00°45'08"; thence from a tangent bearing of South 56°18'28" West, run southwesterly along the said North Right-of-Way line and the arc of said curve an arc distance of 36.75 Feet; thence North 26°14'18" West, a distance of 19.00 Feet; thence North 33°12'49" West, a distance of 404.58 Feet to the point of curvature of a circular curve concave to the south, having a radius of 15.00 Feet, and a central angle of 89°22'17"; thence westerly along the arc of said curve an arc distance of 23.40 Feet to a point on the Southerly line of said Ingress and Egress Easement Agreement and the point of reverse curvature of a circular curve concave to the northwest having a radius of 2,360.85 Feet, and a central angle of 05°04'37"; thence southwesterly along said Southerly line and the arc of said curve an arc distance of 209.19 Feet; thence North 26°17'40" West along the Westerly line of said Ingress and Egress Easement Agreement and the East Right-of-Way line of Trent House Drive, a distance of 24.51 Feet to the point of curvature of a non tangent circular curve concave to the northwest, having a radius of 2,336.35 Feet, and a central angle of 06°00'36"; thence leaving said lines from a tangent bearing of North 62°28'46" East, run northeasterly along the arc of said curve an arc distance of 245.07 Feet to the POINT-OF-BEGINNING.

Containing 0.384 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=200' OR SMALLER

DRAWING NO: A13-0014		DRAWING NAME: SK-INGRESS_EGRESS.DWG		SHEET 2 OF 2	
SCALE: 1"=200'		DWN.BY: l.b.		CHD.BY: J.M.M. PROJECT # 213-0102	
REVISIONS	A.				
	B.				
	C.				
SEE SHEET 1 FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1				THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM.	
				CERTIFIED TO:  NON-APPLICABLE	
				 WILLIAM MOTT LAND SURVEYING INC. BAYMEADOWS COMMERCIAL CENTER 3716 NORTH WICKHAM ROAD, SUITE 3 MELBOURNE, FLORIDA 32935-2338 PHONE (321) 751-4444 LICENSED BUSINESS "3604"	

**Exhibit "F"**

**Sign Parcel**

**LEGAL DESCRIPTION: SIGN PARCEL (BY SURVEYOR)**

Part of lands described in Ingress and Egress Easement Agreement per Official Records Book 5801, Page 9594, of the Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of lands described in Official Records Book 5949, Page 777, said Public Records; thence South 32°33'08" East along the East line of said Official Records Book and the West line of said Ingress and Egress Easement Agreement, a distance of 202.60 Feet to the POINT-OF-BEGINNING; thence leaving said lines run North 57°26'52" East, a distance of 12.09 Feet; thence South 32°33'08" East, a distance of 24.00 Feet; thence South 57°26'52" West, a distance of 12.09 Feet to a point on the said East and West lines; thence North 32°33'08" West along said East and West lines, a distance of 24.00 Feet to the POINT-OF-BEGINNING.

*Containing 0.007 Acres of land more or less*

# Exhibit "F" – Page 2

## Sign Parcel Sketch

