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## DECLARATION OF CONDOMINIUM FOR THE 52 COMMERCIAL CONDOMINIUM

### Table of Contents

Section 1: Introduction and Submission .....	1
Section 2: Definitions .....	2
Section 3: Description of Condominium .....	5
Section 4: Restraint Upon Separation And Partition Of Common Elements .....	10
Section 5: Ownership of Common Elements and Common Surplus; Allocation of Share of Common Expenses; Membership in Association; Voting Rights .....	10
Section 6: Amendments .....	12
Section 7: Maintenance and Repairs .....	14
Section 8: Additions, Alterations or Improvements by the Association or the Unit Owner .....	15
Section 9: Additions, Alterations or Improvements by Developer .....	16
Section 10: Operation of the Condominium by the Association; Powers and Duties .....	16
Section 11: Professional Management .....	19
Section 12: Determination of Assessments .....	20
Section 13: Collection of Assessments .....	20
Section 14: Insurance .....	22
Section 15: Condemnation .....	24
Section 16: Occupancy and Use Restrictions .....	25
Section 17: Selling and Mortgaging of Units .....	26
Section 18: Compliance and Default .....	27
Section 19: Termination of Condominium .....	27
Section 20: Additional Rights of Mortgagees and Others .....	27
Section 21: Disclaimer of Warranties .....	28
Section 22: Resolution of Disputes .....	28
Section 23: Architectural Control .....	29
Section 24: Additional Provisions .....	32

### Index of Exhibits

Exhibit No. 1	Condominium Plat
Exhibit No. 1A	Legal Description of the Parcel 1 Property
Exhibit No. 1B	Legal Description of the Parcel 2 Property
Exhibit No. 2	Articles of Incorporation
Exhibit No. 3	Bylaws
Exhibit No. 4	Assessments and Charges and Allocation of Common Expenses and Limited Common Expenses
Exhibit No. 5	Chart of Allocated Interests and Entitlements

HAD Land Development Partners I, LLC, a Delaware limited liability company ("Developer" as hereinafter defined), hereby declares, and 52 Ventures I, LLC, a Delaware limited liability company ("52 Ventures I" as hereinafter defined), as the owner of the "Parcel 2 Property" (as hereinafter defined), hereby consents, as follows:

**Section 1: Introduction and Submission**

1.1 The Land. The "Land" is collectively comprised of:

- (a) the Parcel 1 Property, which is owned in fee by Developer; and
- (b) the Parcel 2 Property, which is owned in fee by 52 Ventures I.

1.2 Submission Statement.

(a) Developer hereby submits the Land, with the consent of 52 Ventures I with respect to the Parcel 2 Property, to the condominium form of ownership and use in the manner provided for in the Act (as defined hereinafter) as it exists on the date hereof, subject to the reservations, easements and restrictions of record.

(b) Developer further submits those certain easements contained in that certain (1) Declaration of Road and Utility Easement recorded in Official Records Book 8089, Page 433, public records of Escambia County, Florida ("Declaration of Road and Utility Easement"), and (2) Drainage Easement recorded in Official Records Book 8485, Page 719, public records of Escambia County, Florida ("Drainage Easement"), to the condominium form of ownership and use in the manner provided for in the Act as it exists on the date hereof. To the extent that the Declaration of Road and Utility Easement and/or the Drainage Easement affects all or a portion of the Parcel 2 Property, 52 Ventures I hereby consents to the submission of the Declaration of Road and Utility Easement and the Drainage Easement to condominium ownership.

(c) Developer hereby declares that the submission of the Land is and shall be subject to the reservations, easements and restrictions of record.

(d) For purposes of clarity, except as otherwise specifically provided herein to the contrary, any and all improvements contained within a Unit (which are owned by the Unit Owner thereof) are not submitted to condominium ownership hereby and, accordingly, are not subject to this Declaration.

1.3 Property Subject to Certain Restrictions and Easements; Entitlements.

(a) The Condominium Property (as defined hereinafter) is and shall be subject to (a) the covenants, conditions, restrictions, easements, and reserved rights of Developer contained in this Declaration, (b) any and all easements as shown on the Condominium Plat or as contained in any future amendments to this Declaration, (c) the Declaration of Road and Utility Easement; (d) easements contained in the instrument recorded in Official Records Book 4677, Page 722, public records of Escambia County, Florida, together with Authority Capacity Flowage Easement Agreement recorded in Official Records Book 6681, Page 1607, public records of Escambia County, Florida, (e) easements and provisions contained in the Ratification of Pipeline Easement recorded in Official Records Book 4677, Page 722, public records of Escambia County, Florida, (f) the Drainage Easement, and (g) any other instruments of record existing as of the effective date hereof.

(b) The Condominium Property is subject to County entitlements as described in Exhibit No. 5 attached hereto and made a part hereof.

1.4 Name. The name by which this condominium is to be identified is THE 52 COMMERCIAL CONDOMINIUM (the "Condominium").

## Section 2: Definitions

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 "52 Ventures I" means 52 Ventures I, LLC, a Delaware limited liability company and its successors, assigns and designees. 52 Ventures I is not and shall not be deemed in any fashion to be the Developer of the Condominium.

2.2 "ARC" means the Architectural Review Committee of the Association, as more particularly described in Section 23 hereof.

2.3 "Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof.

2.4 "Allocated Interests" means the undivided interests in the Common Elements and Common Surplus and allocated share of the Common Expenses, and votes in the Association allocated to each Unit, as follows:

(a) "Percentage Interest in the Common Elements and Common Surplus and Allocated Share of Common Expenses": As described in Section 5.1 hereof and depicted in Exhibit No. 5 attached hereto and made a part hereof.

(b) "Votes in the Association": As described in Section 5.2 hereof and depicted in Exhibit No. 5 attached hereto and made a part hereof.

2.5 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time. A copy of the original Articles of Incorporation is attached hereto as Exhibit No. 2.

2.6 "Assessment," as further described and defined in Sections 13 and 14 hereof, means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owners in whole or in part.

2.7 "Association" or "Condominium Association" means The 52 Commercial Condominium Association, Inc., a Florida not-for-profit corporation, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

2.8 "Association Property" means the property, real and personal, in which title or ownership is vested in, or leased to, the Association.

2.9 "Board" means the board of directors of the Association. The term "Board" shall be synonymous with the term "Board of Administration" as defined in the Act.

2.10 "Building" means a physical structure contained within the physical boundaries of a Unit. There may be multiple Buildings within a Unit.

2.11 "Bylaws" mean the Bylaws of the Association, as amended from time to time. A copy of the Bylaws is attached hereto as Exhibit No. 3.

2.12 "Common Elements" mean and include (a) the portions of the Condominium Property which are not included within the Units; (b) easements over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements; (c) an easement of support in every portion of a Unit which contributes to the support

of the Unit or other improvements on all other Units or the Common Elements; (d) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements; (e) the Surface Water Management System Facilities (as defined hereinafter), which shall be maintained in accordance with the WMD Permit (as defined hereinafter); (f) any furniture, fixtures and equipment owned and/or operated by the Association in connection with the Condominium; (g) any hardscape and/or vertical improvements contained within the Condominium Property for which the Association has maintenance responsibility; (h) any walking, exercise or nature trail or trails constructed within the Condominium Property and designed specifically for use by the owners and occupants of all of the Units, including any such trails contained within the Units; and (i) any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

2.13 "Common Expenses" mean all expenses incurred by the Association to accomplish its duties as contemplated by this Declaration and the Act which shall be assessed or imposed against Units by the Association as authorized by the Act, including specifically any and all expenses paid pursuant to one or more contracts entered into between the Association and a third party for the provision and delivery of certain services and utilities to and for the Condominium and the Unit Owners. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

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

2.15 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Act and constituting Exhibit No. 1 hereto.

2.16 "Condominium Property" means the property which has been submitted to condominium ownership under this Declaration pursuant to Section 1.2 hereof.

2.17 "County" means Escambia County, State of Florida.

2.18 "Declaration" means this instrument, as it may be amended from time to time.

2.19 "Developer" means HAD Land Development Partners I, LLC, a Delaware limited liability company, and its successors, designees and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the public records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of its rights of Developer hereunder; provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights.

2.20 "Elevate Land Unit" means that certain Unit identified on the Condominium Plat as Elevate Land Unit.

2.21 "Governing Documents" means any and all documents governing the Condominium and the Association, including, but not limited to, this Declaration, the Articles, the Bylaws, and any Rules and Regulations.

2.22 "Governmental Entities" means collectively the agencies of the local, state or federal government having jurisdiction over all or a portion of the Property, including, but limited to, the County and the WMD.

2.23 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional lender, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and

refer to Institutional First Mortgagee(s) of Units with regard to at least 51% of the voting interests which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees.

2.24 "Limited Common Elements" mean those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units as specified in this Declaration. References herein to Common Elements also shall include any Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.25 "Limited Common Expenses" means certain classes of expenses which, by their very nature, are applicable to some, but not all, of the Units.

2.26 "Management Agreement" means and refers to an agreement between the Association and the Management Firm (if there is one), which provides for the operation and administration of the Condominium and the management of the Condominium Property. There is no initial Management Agreement.

2.27 "Management Firm" means and refers to the person or entity, if any, contracted by the Association to perform management functions for and on behalf of the Association. The Management Firm shall be responsible for the management services as provided in the Management Agreement.

2.28 "Parcel 1 Property" means that portion of the Land described as the Parcel 1 Property in Exhibit No. 1A attached hereto and made a part hereof.

2.29 "Parcel 2 Property" means that portion of the Land described as the Parcel 2 Property in Exhibit No. 1B attached hereto and made a part hereof.

2.30 "Person" means any natural person or artificial entity having legal capacity.

2.31 "Rules and Regulations" mean any and all rules and regulations duly promulgated by the Board from time to time.

2.32 "Surface Water Management System Facilities" means those certain surface water management system facilities contained within and upon the Condominium Property and which pertain to some, but not all, of the Units.

2.33 "Transfer of Control" means that date upon which transfer of control of the Board occurs, which shall occur on the earlier of (a) a triggering event under Section 718.301(1) of the Act, or (b) such time as Developer, in its sole discretion, elects to transfer control.

2.34 "Unit" means and refers to that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units delineated in the Condominium Plat. The physical boundaries of each Unit are as delineated in the Condominium Plat and are as more particularly described in Section 3.2 of this Declaration. When the context requires, the term "Unit" also means the physical Unit together with its appurtenant Allocated Interests. The term "Unit" shall be synonymous with the term "Condominium Parcel" as defined in the Act when referring to the Unit together with its undivided interest in the Common Elements.

2.35 "Unit Owner" means the record owner of legal title to a Unit.

2.36 "Unit RD-I" means that certain Unit identified on the Condominium Plat as Unit RD-I.

2.37 "Unit Size Modification Amendment" shall have the meaning set forth in Section 3.2(b) hereof. A Unit Size Modification Amendment is not and shall not be interpreted in any fashion to be a Unit Subdivision Amendment.

2.38 "Unit Subdivision Amendment" shall have the meaning set forth in Section 3.2(c) hereof. A Unit Subdivision Amendment is not and shall not be interpreted in any fashion to be a Unit Size Modification Amendment.

2.39 "Unit TC-A" means that certain Unit identified on the Condominium Plat as Unit TC-A.

2.40 "Unit TC-III" means that certain Unit identified on the Condominium Plat as Unit TC-III.

2.41 "WMD" means the Northwest Florida Water Management District, or other entity that may from time to time have jurisdiction over the Surface Water Management System Facilities.

2.42 "WMD Permit" means Environmental Resource Permit No. IND-033-18695-1 as issued for the Property by the WMD, as may be amended and modified from time to time.

### **Section 3: Description of Condominium**

#### **3.1 Identification of Units.**

(a) Each Unit in the Condominium shall be identified by a separate designation as shown on the Condominium Plat (which consists of a survey of the Land, a graphic description of Units and Common Elements, and a plot plan thereof). The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions, in accordance with the requirements of Section 718.104(4)(e) of the Act. There shall pass with a Unit as appurtenances thereto: (1) the undivided Allocated Interest pertaining to the Unit; (2) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit, if any; (3) the exclusive right for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, subject to ordinances, resolutions, zoning or other restrictions, or other limitations of an applicable Governmental Entity; (4) membership in the Association with the full voting rights appurtenant thereto; and (5) other appurtenances as may be provided by this Declaration or the Act.

(b) Upon the recordation of this Declaration, the Condominium shall contain four (4) Units, as depicted on the Condominium Plat and as described in this Declaration. Thereafter, a Unit shall be permitted to be divided into two or more Units (but in no event shall a Unit contain less than 5,445 square feet, unless such minimum size is changed by Developer in Developer's sole discretion for so long as Developer owns at least one Unit), and shall only be subdivided pursuant to the provisions of Section 6 hereof.

3.2 Unit Boundaries. Each Unit shall consist of a discrete area of land as depicted on the Condominium Plat (for purposes of clarity, although improvements may be contained within the boundaries of a Unit from time to time, such improvements are not submitted to condominium ownership hereunder and accordingly are not subject to this Declaration, except as otherwise specifically provided herein to the contrary). Each Unit lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries and rights of an owner of a parcel of real property in fee simple, subject to ordinances, resolutions, zoning or other restrictions, or other limitations of an applicable Governmental Entity.

(b) Perimetrical Boundaries.

(i) The perimetrical boundaries of each Unit shall be the vertical projections of the two-dimensional and horizontal boundary lines of the Units as depicted on the Condominium Plat.

(ii) In the event that it is determined, by Developer or otherwise, that:

1. the perimetrical boundaries of one or more Units require modification such that one Unit is to contain greater area than initially designated on the Condominium Plat and another Unit to contain lesser area than initially designated on the Condominium Plat;

2. the Owner of two or more Units desires to consolidate such Units into one Unit with portions of the original Units becoming Common Elements or Association Property thereafter; or

3. any modification of the boundaries of a Unit or Units results in certain areas formerly contained within a Unit being classified as Common Elements or Association Property thereafter;

a "Unit Size Modification Amendment" to this Declaration shall be required, which Unit Size Modification Amendment shall include modification of (a) applicable provisions of this Declaration, including, but not limited to, Exhibit No. 5 attached hereto and made a part hereof, (b) the Condominium Plat, and (c) any other applicable exhibits to this Declaration) and shall only require the approval of the Unit Owners having the boundaries of their Units modified (provided, however, that if the threshold amount of permitted "de minimis" change to the Allocated Interests as set forth in Section 6.2(b)(ii) hereof is exceeded, then all Unit Owners affected thereby shall be required to approve the Unit Size Modification Amendment).

(iii) If a wall or roof surface of a Building overhangs or part of a Building encroaches upon the Common Elements, such encroachment is and shall be deemed to be proper and the responsibility of the Unit Owner of the Unit within which the Building is located.

(c) Partition or Subdivision of Units.

(i) A Unit may be subdivided or partitioned for purposes of sale only in accordance with the provisions of this Declaration, and shall be accomplished by amendment to this Declaration ("Unit Subdivision Amendment") executed by the Unit Owners of the affected Unit(s) following written notice and approval from the Association in accordance with this Declaration, and such approval may not be unreasonably withheld; provided, however, that Developer shall not be required to obtain any prior consent or approval for the partition of any Unit owned by Developer.

(ii) A Unit Subdivision Amendment to this Declaration shall include (1) amendment of applicable provisions of this Declaration, including, but not limited to, Exhibit No. 5 attached hereto and made a part hereof, (2) modification of the Condominium Plat, and (3) modification of any other applicable exhibits to this Declaration.

(iii) If a Unit being subdivided or partitioned is subject to a Mortgage held by an Institutional First Mortgagee, the consent of such Institutional First Mortgagee shall be required in order for the subdivision (pursuant to a Unit Subdivision Amendment) or partition to be valid.

(iv) For purposes of clarity, (a) if a Unit is subdivided hereunder into one or more "Sub-Units," the rights, duties and obligations of the original Unit shall be divided among the Sub-Units as set forth in the Unit Subdivision Amendment (and the rights, duties and obligations of the Sub-Units shall in no manner be collectively greater than those attributable to the original Unit prior to subdivision), and (b) if a sub-condominium containing multiple units is created within a Unit, the rights and obligations of the original Unit, including voting rights, shall continue and shall be exercised by the sub-condominium association that is created with respect to such sub-condominium.

(v) In no manner shall the provisions of this Section 3.2(c) pertaining to the subdivision of a Unit pursuant to a Unit Subdivision Amendment be construed as the partition of the Common Elements, as is prohibited under Section 718.107 of the Act.

3.3 Limited Common Elements. At the onset of the Condominium, there are no Limited Common Elements within the Condominium Property. In the future, the Association may assign certain

areas as Limited Common Elements appurtenant to one or more particular Units, if same becomes necessary or appropriate (in which event, the Association shall determine the obligation for maintenance of such Limited Common Elements at the time of assignment), but such assignment shall require approval of 100% of the members of the Board.

3.4 Easements. In addition to any easements previously recorded in the public records of the County, or easements created under the Act or other sections of this Declaration, the following easements are hereby created or reserved:

(a) Support. Each Unit shall be deemed to provide an easement of support as may be necessary for the existence of an adjacent Unit; provided, however, that such easement shall not be construed in any fashion as requiring an easement for the construction or continued existence of a Building or other structure on a Unit. In connection with the foregoing easement of support, if an alteration at grade level at or adjacent to a Unit's boundary is necessary to ensure proper flow of drainage waters and such alteration further necessitates modifications on an adjacent Unit, an easement shall exist to permit such modifications to the adjacent Unit, with the Unit Owner undertaking the work being responsible for returning the area of the adjacent Unit to its condition immediately prior to the work being undertaken.

(b) Utility and Other Services; Drainage.

(i) Non-exclusive easements are hereby reserved unto Developer and also granted to the respective utility providers, under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), waste management, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the use of the Units.

(ii) A non-exclusive easement is also reserved unto the Developer and granted to (1) the Association and (2) the Governmental Entities and their respective agencies over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Condominium Property, unless otherwise owned or maintained by another party. This obligation shall run with the land as do other provisions of the Declaration, and any Unit Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 18.3 of the Declaration, which result from such enforcement.

(iii) A perpetual, non-exclusive easement is hereby granted by the Association and the present and future owners of the Elevate Land Unit to the present and future owners of Unit RD-I to permit overflow drainage of waters from the stormwater pond contained within the boundaries of Unit RD-I through the real property of the Elevate Land Unit into the stormwater pond contained within the Common Elements (as part of the Surface Water Management System Facilities) and the driveways, roadways and walkways described in the Declaration of Road and Utility Easement lying adjacent to the Elevate Land Unit. All Unit Owners acknowledge and agree, and shall be deemed to have acknowledged and agreed, that the foregoing easement exists and shall not be disturbed and that the Unit Owner of Unit RD-I shall have no obligation to pay any monies to the Association or any other party in connection with such drainage easement.

(iv) Each Unit other than Unit RD-I shall have a perpetual, non-exclusive easement over, across and through all other Units other than Unit RD-I for purposes of permitting cross-drainage and the flow of waters into the Surface Water Management System Facilities.

(c) Encroachments. If: (i) any portion of the Common Elements encroaches upon any Unit; (ii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the improvements; (2) settling or shifting of the improvements; (3) any alteration or repair to the Common Elements made by or with the



consent of the Association or Developer, as appropriate, or (4) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(d) Ingress and Egress. An easement in favor of each Unit Owner and lawful occupant of a Unit shall exist for pedestrian traffic over, through and across the Common Elements from time to time as may be intended and designated for such purpose.

(e) Construction and Maintenance.

(i) Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the Common Elements or Unit buildout from time to time, and for repair, replacement and maintenance purposes pertaining to the Units owned by Developer, or where Developer, in its sole discretion, determines that it is required or desires to do so. The foregoing right includes, without limitation, the right to make such other use of the Common Elements as Developer may deem necessary or convenient from time to time.

(ii) A perpetual, non-exclusive easement is hereby granted to the Association (including its designees, contractors, successors and assigns) over, across, under and through the Property for purposes of maintaining the Common Elements, including specifically the maintenance of the Surface Water Management System Facilities and the driveways, roadways and walkways described in the Declaration of Road and Utility Easement.

(f) Reserved Use Right. For as long as Developer owns at least one Unit, Developer, its designees, successors and assigns (including, without limitation, its affiliated entities), shall have the right to use any such Units and any parts of the Common Elements for administrative, management, operations, staging and construction offices, whether or not pertaining to the Condominium.

(g) Conduits, Wiring, Etc. Easements are hereby granted over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements.

(h) Special Easements and Rights to Grant Easements in favor of Developer. Developer hereby reserves unto itself and its successors, designees and assigns, and grants to the Association the power to assign, non-exclusive easements over, under, across and through the Condominium Property:

(i) for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications, waste management, service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property or the Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes; and

(ii) for the purposes of accessing, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for their intended purposes.

(i) Parking and Grading Easement. As graphically depicted and legally described on the Condominium Plat, a parking and grading easement is shown within the boundaries of Unit TC-III, along

its eastern boundary, as originally created hereunder ("Parking and Grading Easement Property"). Developer hereby reserves a perpetual easement over, across, under and through the Parking and Grading Easement Property to create, maintain and operate parking spaces (the use of which shall be determined by Developer in its sole discretion from time to time) and for grading purposes in connection with the development and construction of parking and related improvements; provided, however, that the foregoing reservation of easement in favor of Developer shall not prohibit the Unit Owner of Unit TC-III from undertaking grading of the lands contained within Unit TC-III other than those lands contained within the Parking and Grading Easement Property in connection with the development and construction of the improvements within Unit TC-III. In the event of any grading activities to be undertaken on and within Unit TC-III, the party undertaking the grading activities (being Developer or the Unit Owner of Unit TC-III) shall provide prior written notice to the other party of such grading activities not less than five (5) business days prior to commencement of such grading activities. Grading by either party may occur within the "5' Grading Zone" (as contained within the Parking and Grading Easement Property as depicted on the Condominium Plat) which results in a stabilized surface with an angle of repose having no greater than a 1:3 slope. If the grade differential is greater than the preceding requirement, then the party undertaking the grading work shall provide, within the 5' Grading Zone, such retaining wall as may be necessary to protect and support the improvements on the other side of the area newly being graded. Developer shall have the right, in Developer's sole and exclusive discretion and from time to time, to assign, in whole or in part, Developer's easement rights under this subsection (i) to one or more Unit Owners or to other parties, with respect to parking spaces created by Developer within the Parking and Grading Easement Property, and any compensation provided to Developer in connection with any such assignment shall be the sole and exclusive property of Developer, notwithstanding the fact that the Parking and Grading Easement Property is contained within Unit TC-III (and the present and future owners of Unit TC-III acknowledge and agree, and shall be deemed to have acknowledged and agreed, with the provisions of this subsection (i)). Developer, or its assignee(s) with respect to parking rights under this subsection (i), shall provide standard commercial liability insurance coverage for the parking spaces and shall name the Unit Owner of Unit TC-III as an additional insured on such insurance policy(ies).

(j) Access and Parking Easement. As graphically depicted and legally described on the Condominium Plat, an access and parking easement is shown within the boundaries of Unit TC-III, along its southern boundary, as originally created hereunder ("Access and Parking Easement Property"). In connection therewith:

(i) a perpetual, exclusive easement over, across and upon those portions of the Access and Parking Easement Property containing striped parking spaces is hereby granted to the present and future owners of the Elevate Land Unit and their employees, agents, contractors, invitees, licensees and tenants for the use of such parking spaces by the Unit Owner in connection with the improvements located from time to time within the Elevate Land Unit; and

(ii) a perpetual, non-exclusive easement over, across and through those portions of the Access and Parking Easement Property not containing parking spaces and which is designed for vehicular and/or pedestrian use is hereby granted to the Unit Owners and their respective employees, agents, contractors, invitees, licensees and tenants for vehicular and/or pedestrian use.

(k) Easements on Condominium Plat. To the extent not otherwise described in this Declaration, all easements described or shown on the Condominium Plat are hereby created.

(l) Specific Encroachment Easement. A perpetual, exclusive easement is hereby granted in favor of the Unit Owner of Unit RD-I over, across, under and through that portion of the Elevate Land Unit identified as the "Unit RD-I Encroachment Easement Area" as depicted on the Condominium Plat. The Unit Owner of Unit RD-I shall be permitted to utilize the Unit RD-I Encroachment Easement Area for the maintenance garage and trash receptacles and a service drive serving Unit RD-I (which are partially located within Unit RD-I and partially within the Unit RD-I Encroachment Easement Area). The Unit Owner of Unit RD-I shall be solely responsible for maintaining, repairing, replacing, reconstructing and insuring any and all improvements contained within the Unit RD-I Encroachment Easement Area and shall indemnify

and hold the Unit Owner of the Elevate Land Unit harmless for any injury to person or property resulting from the use of the Unit RD-I Encroachment Easement Area by the Unit Owner of Unit RD-I.

The Association reserves the right to prohibit access to any portion of the Common Elements to any of the occupants or users of the Condominium, and to utilize various portions of the Common Elements, in connection with maintenance, repair and replacement activities involving the Common Elements. No Unit Owner or such Unit Owner's guests or invitees shall in any way interfere or hamper the Association, its employees, successors, designees or assigns, in connection with such activities.

A Unit Owner shall do nothing within or outside its Unit that interferes with or impairs, or may interfere with or impair, the provision of services contemplated, the use of the easements created under this Section, or the rights created and/or reserved under this Section. The Association has the irrevocable right of access over, across and through those portions of each Unit not containing Buildings, structures or other enclosed vertical improvements during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, designees, grantees, assigns, agents, employees, licensees, invitees and guests, and all easements referred to herein shall be nonexclusive easements unless otherwise stated.

### 3.5 Incidental Damage.

(a) Any damage to any Unit caused by, or as a result of, the carrying out of the maintenance responsibilities of the Association or another Unit Owner, or the negligence thereof, shall be repaired promptly by the Association as a Common Expense, or the Unit Owner, as the case may be, with the repair resulting in restoration of the damaged property to its condition immediately preceding the act resulting in the damage.

(b) Any damage to any part of the Common Elements caused by, or as a result of, any intentional act of a Unit Owner, the Unit Owner's employees, agents, contractors, invitees, licensees or tenants, or by such Unit Owner in carrying out his maintenance responsibilities, if any, shall be repaired promptly at the expense of such Unit Owner, with the repair resulting in restoration of the damaged property to its condition immediately preceding the act resulting in the damage.

## **Section 4: Restraint Upon Separation And Partition Of Common Elements**

The Allocated Interests appurtenant to a Unit, and the exclusive right to use the Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The respective Allocated Interests appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

## **Section 5: Ownership of Common Elements and Common Surplus; Allocation of Share of Common Expenses; Membership in Association; Voting Rights**

5.1 Ownership Shares. The undivided percentage ownership interests in the Common Elements and Common Surplus appurtenant to each Unit, shall be computed on the following basis:

(a) The allocation of percentage ownership interests shares in the Common Elements and Common Surplus, and the percentage share of the Common Expenses (but not the Limited Common Expenses), appurtenant to each Unit is as set forth in Exhibit No. 5 attached hereto and made a part hereof.

Limited Common Expense allocations to applicable Units shall be in accordance with the applicable terms and provisions of Exhibit No. 4 attached hereto and made a part hereof.

(b) The allocation of percentage interests and shares has been established by Developer in the following manner:

(i) The approximate area of each Unit has been measured in acreage based upon the boundaries as defined in Section 3.2 hereof. Such area for each such Unit is hereafter referred to as its "Unit Area."

(ii) The total of the Unit Area of all Units has been computed and is hereinafter referred to as the "Total Unit Area."

(iii) The Total Unit Area has been divided into the Unit Area of each Unit to determine the allocation of percentage interests and shares for each Unit, as set forth in Exhibit No. 5 attached hereto and made a part hereof.

(c) The foregoing methods of calculation were undertaken in order to establish a fair and equitable method of allocating Allocated Interests to Units within the Condominium, and every purchaser of a Unit, whether from Developer or otherwise, hereby agrees to be bound by such calculations and hereby irrevocably waives the right to assert that the formula used or the measurements made were unfair, inequitable, or otherwise in error. Further, all Unit Owners, by virtue of taking title to a Unit, acknowledge and agree, and shall be deemed to have acknowledged and agreed, that the concept and exercise of a permitted "de minimis" change in the Allocated Interests as contemplated in Section 6.2(b)(ii) hereof with respect to a Unit Size Modification Amendment is equitable and fair and hereby irrevocably waives the right to assert that the permitted "de minimis" change standard is unfair, inequitable or otherwise in error.

(d) In the event that a Unit is subdivided in accordance with the applicable provisions of this Declaration, the percentage interests allocated to a Unit as particularly described in Section 5.1(a) hereof shall be allocated on a percentage basis among the newly-existing Units based upon their respective square footages (for example, if a Unit were to be divided into five (5) separate Units, then the percentage share originally allocated to such Unit pursuant to Section 5.1(a) hereof shall be allocated to the five (5) separate Units based upon their respective square footages).

## 5.2 Membership in the Association; Voting.

(a) Each Unit Owner shall be a member of the Association. Membership in the Association shall automatically terminate upon the termination of ownership of a Unit, and the subsequent Unit Owner(s) taking title shall automatically become entitled to membership.

(b) At all times, there shall be a total of 1,000 votes in the Association. The Units shall have the following votes, based upon the acreage of each Unit as compared to the total acreage of all Units, rounded to the nearest whole number, as set forth in Exhibit No. 5 attached hereto and made a part hereof. Such votes shall be cast by the Unit Owner in accordance with the provisions of the Bylaws and the Articles of Incorporation, but when more than one person or entity holds an ownership interest in a Unit, the vote attributable to that Unit shall be exercised as its Unit Owners, collectively determined.

(c) The votes allocated to a Unit are not divisible by a Unit Owner.

(d) In the event that a Unit is subdivided in accordance with the applicable provisions of this Declaration, the votes allocated to a Unit as particularly described in Section 5.2(b) above shall be allocated on a percentage basis among the newly-existing Units based upon their respective square footages (for example, if a Unit were to be divided into five (5) separate Units, then the votes previously allocated to such Unit in Section 5.2(b) hereof shall be allocated to the five (5) separate Units based upon their respective square footages).

(e) Notwithstanding any provision herein to the contrary, if a Unit Owner is not paying Assessments, either (1) as a result of determination not to pay and such Unit Owner is more than thirty (30) days delinquent, or (2) because Assessment liability has not yet commenced as contemplated herein, no voting rights will attach to such Unit Owner's Unit.

5.3 Allocation of Common Expenses.

(a) Common Expenses, through the various Assessments and charges levied by the Association, shall be allocated to the Units in accordance with the terms and provisions of Exhibit No. 4 attached hereto and made a part hereof.

(b) All Unit Owners, by virtue of taking title to a Unit, acknowledge and agree, and shall be deemed to have acknowledged and agreed, that:

(i) the allocation of Common Expenses and payment of Assessments as contained in Exhibit No. 4 attached hereto and made a part hereof is equitable and fair; and

(ii) each Unit Owner hereby irrevocably waives the right to assert that the formulas and calculations made in accordance with the terms and provisions of such Exhibit No. 4 are or were unfair, inequitable, or otherwise in error.

**Section 6: Amendments**

6.1 Amendment by Unit Owners.

(a) In General. Except as otherwise provided in Section 3.2, Section 6 hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium Plat) may be amended by affirmative vote of not less than eighty percent (80%) of the total voting interests in the Association as set forth in Section 5.2 hereof. All amendments under this Section 6.1 shall be recorded and certified as required by the Act. Non-material amendments to this Declaration shall not require the written consent of the Institutional First Mortgagees to effective (meaning that all material amendments to this Declaration shall be effective only with the written consent of the Institutional First Mortgagees).

(b) Amendment by Unit Owner to Subdivide a Unit.

(i) If a Unit is to be subdivided into Sub-Units subsequent to recordation of this Declaration, a Unit Subdivision Amendment shall be prepared by the Unit Owner seeking to subdivide his or her Unit and shall be executed by the Unit Owner and the Association.

(ii) Such Unit Subdivision Amendment shall include revisions to this Declaration to modify applicable terms and provisions hereof, including, but not limited to, Section 3.1 (pertaining to the number of Units in the Condominium), Exhibit No. 5 attached hereto and made a part hereof (pertaining to the Allocated Interests), and the Condominium Plat (to evidence the Units and Sub-Units that will exist following the subdivision). For purposes of modifications to Exhibit No. 5 attached hereto and made a part hereof, the Unit Subdivision Amendment shall not require the prior written consent of any Unit Owners other than the Unit Owner(s) seeking the Unit Subdivision Amendment if the effect of the Unit Subdivision Amendment results in a change to the Allocated Interests for a Unit is within three percent (3%) of the Allocated Interests existing for the Unit prior to the Unit Subdivision Amendment, either via increase or decrease (which amount of increase or decrease shall constitute a permitted "de minimis" amount of change).

(iii) In addition to the requirements contained in subsection (ii) above, a Unit Subdivision Amendment shall describe the allocation of rights, duties and obligations of the Sub-Units, which shall in no manner be collectively greater than those attributable to the original Unit prior to subdivision.

(iv) The subject Unit Owner shall be solely responsible for paying any and all costs and fees associated with such Unit Subdivision Amendment (including, but not limited to, attorneys' fees incurred by the Association in reviewing and approving the Unit Subdivision Amendment instrument and paying for the costs associated with revisions to the Condominium Plat to evidence the subdivision of the Unit).

(v) If a Unit being subdivided is subject to a Mortgage held by an Institutional First Mortgagee, the consent of such Institutional First Mortgagee shall be required in order for the aforescribed Unit Subdivision Amendment to be valid. For purposes of clarity, the provisions of this subsection (b) shall be deemed to control and have precedence over the terms and provisions of Section 6.1(a) hereof.

## 6.2 Amendments by Developer.

(a) Notwithstanding any provision herein to the contrary, Developer reserves the right to make whatever changes it may deem necessary in the Condominium Plat and this Declaration (including, but not limited to, the subdivision of a Unit owned by Developer) until Transfer of Control. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the location, configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change its Allocated Interests, unless such amendment is also approved by the record Unit Owner of the affected Unit, the Institutional First Mortgagee pertaining to the affected Unit(s), and at least a majority of the Allocated Interests. Further, notwithstanding a full or partial assignment of Developer's rights to a third party, the requirements contained in Section 6.1(b) shall supersede any unilateral rights of Developer to amend this Declaration with respect to the subdivision of a Unit.

(b) Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein to bring this Declaration into compliance with applicable Governmental Entity laws, ordinances or regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the earlier of (i) December 31, 2030, or (ii) the date on which Developer has conveyed all Units to third parties.

(c) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by Developer for the purposes set forth pursuant to Section 718.110(5) of the Act to correct scrivener's errors.

6.3 Amendment Pertaining to Surface Water Management System. Notwithstanding any provisions to the contrary contained in this Section 6, any amendment that will affect the Surface Water Management System Facilities must have the prior written approval of the WMD and any Institutional First Mortgagees in order to be effective and binding.

6.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.5 Limitation. No amendment may be adopted that would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the

Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

6.6 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

### **Section 7: Maintenance and Repairs**

7.1 General Rules. Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

(a) Common Elements. The Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined herein, including, but not limited to, the following: (a) the Surface Water Management System Facilities for which the Association is stated to have maintenance responsibility (which shall be maintained in accordance with the WMD Permit); (b) the driveways, roadways and walkways described in the Declaration of Road and Utility Easement; (c) all water and wastewater lines and piping within the Common Elements; (d) all landscaping, lawn and grass areas, irrigation wells and sprinkler systems within the Common Elements; and (d) all portions of any landscaping islands located on, either in whole or in part, or adjacent to the Condominium Property, if any. However, the Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the Limited Common Elements pertaining to such Unit, as shown on the Condominium Plat, in accordance with Section 3.3 herein or as otherwise contemplated herein, if any.

(b) Units. The responsibility for maintenance, repair and replacement within the Units shall be shared by the Association and the Owners as follows:

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing within the Units (a) any boardwalks and pathways which are or may be installed within or adjacent to wetland areas and which are designed for recreational use by more than just the Unit(s) in which such boardwalks and pathways are located, and (b) any conservation areas, wetlands or other areas for which the Association has maintenance responsibilities pursuant to separate written agreement. The costs of the aforementioned maintenance, repair, replacement and/or reconstruction shall constitute Common Expenses.

(ii) By the Unit Owner. Each Unit Owner shall be solely responsible for the operation, maintenance, repair, replacement and/or reconstruction of the Unit and any and all improvements contained within the boundaries thereof (which improvements are not subject to this Declaration), including specifically, but without limitation, (a) the Building(s) and other improvements within the Unit, and (b) all other land components of the Unit (including, but not limited to, grass and landscaping and irrigation of same through wells located within the boundaries of such Unit), all of which shall be maintained in a normal and ordinary commercial condition; provided, however, that the Association shall be responsible for maintaining those portions of the Unit specifically described in subsection (b)(i) of this section.

7.2 Unit Owner's Failure to Maintain or Repair. If a Unit is not properly maintained and repaired by the responsible Unit Owner to the potential detriment of another Unit or the Common Elements, then the Association, after notice to the Unit Owner, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Unit Owner

upon demand, together with a fifteen percent (15%) administrative charge. All unreimbursed costs shall be a lien upon the Unit Owner's Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment.

**Section 8: Additions, Alterations or Improvements by the Association or the Unit Owner**

8.1 To the Common Elements.

(a) The Association may make additions, alterations or improvements to the Common Elements, the costs and expenses of which shall constitute Common Expenses, except as otherwise specifically provided herein.

(b) Whenever, in the judgment of the Board, all or a portion of the Common Elements shall require capital additions, alterations or improvements (as distinguished from ordinary or anticipated maintenance, repairs and replacements) costing in the aggregate in excess of \$50,000.00 in any fiscal year, the Association may proceed with such additions, alterations or improvements only upon the approval of not less than a majority of the Allocated Interests represented at a meeting at which a quorum is attained.

(c) Any such additions, alterations or improvements to all or a portion of such Common Elements costing in the aggregate \$50,000.00 or less in a fiscal year may be made by the Board without approval of the Unit Owners.

(d) The cost and expense of any additions, alterations or improvements to such Common Elements as contemplated under this Section 8.1 shall constitute a "Capital Improvement Assessment" as provided in Section 12.2(b) hereof.

(e) For purposes of this Section 8.1, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

8.2 To the Units. A Unit Owner shall be permitted to undertake alterations or improvements to such Unit Owner's Unit, provided that such alterations or improvements do not otherwise violate the terms of this Declaration and are in compliance with all applicable Governmental Entity codes and laws. Except as pertaining to the subdivision of a Unit as contemplated hereunder, a Unit Owner may not modify in any fashion the boundaries of such Unit Owner's Unit.

8.3 Indemnification by Unit Owner. A Unit Owner making or causing to be made any additions, alterations or improvements upon a Unit or the Limited Common Elements (if any) as contemplated herein agrees, and shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors, designees and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Common Elements and each Unit Owner's individual Unit and expenses arising therefrom.

8.4 Mechanic's Liens. If any Unit Owner shall cause any material to be furnished to its Unit or its appurtenant Limited Common Elements or any labor to be performed therein or thereon, no Unit Owner of any other Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Unit Owner causing it to be done, and such Unit Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials. If, because of any act or omission of any Unit Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Unit Owner's Unit or Association Property (whether or not such lien or order is valid or enforceable as such), the Unit Owner whose act or omission forms the basis for such lien or order shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded by a surety company acceptable to the Association or to such other Unit Owner, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Unit Owners and the Association harmless



from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

**Section 9: Additions, Alterations or Improvements by Developer**

The foregoing restrictions of Section 8 shall not apply to Developer-owned Units. The Developer shall have the right, without the consent or approval of the Board or other Unit Owners, to make any and all changes to a Developer-owned Unit. Any amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section 9 may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion (the division of a Unit into multiple Units pursuant to Sections 3.2(c) and 6 hereof shall not constitute a material alteration), materially alter or modify the appurtenances to the Unit, or change the Allocated Interests of such Unit, the execution of the amendment to the Declaration effecting such change must be joined in by the record Unit Owners of the Unit, all Institutional First Mortgagees, and at least a majority of the Allocated Interests. Without limiting the generality of Section 6.5 hereof, the provisions of this Section may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

**Section 10: Operation of the Condominium by the Association; Powers and Duties**

10.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) to make and amend reasonable Rules and Regulations pertaining to the Condominium (but the Association shall not have the ability to promulgate Rules and Regulations which would serve, directly or indirectly, to curtail, prohibit, govern or inhibit use of the Units that are being utilized in accordance with applicable Governmental Entity codes and ordinances and the terms and provisions of the Governing Documents);

(b) after notice to a Unit Owner, to enter upon those portions of a Unit not containing a Building or other improvements at reasonable times on any day without being liable to any Unit Owner for the purpose of enforcing by peaceful means the provisions of this Declaration, or for the purpose of maintaining or repairing any Property that is the Association's responsibility to maintain or repair, or for the purpose of maintaining or repairing any Property if for any reason whatsoever the Unit Owner responsible therefor fails to maintain and repair any such area as required by this Declaration. The cost of any enforcement action or any maintenance and repair completed in compliance with these provisions is the responsibility of the Unit Owner and shall be assessed against the responsible Unit Owner as a Special Assessment. The responsible Unit Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection;

(c) to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Governing Documents and to enforce, by mandatory injunctions or otherwise, all of the provisions thereof. If an action is brought by the Association, the prevailing party shall be entitled to reasonable attorneys' and paralegals' fees to be fixed by the court. Except as provided in this Declaration, the Association does not have the power or authority to cause a forfeiture or abridgement of a Unit Owner's right to the full use and enjoyment of such Unit except when the loss or forfeiture is the result of the court judgment, an arbitration decision, or a foreclosure;

(d) to provide for the operation, management, maintenance, repair and replacement of the Common Elements;

(e) to levy Assessments on the Unit Owners and to collect and enforce payment thereof;

(f) to obtain, for the benefit of the Condominium Property, water, gas, electric or other utility services, or other general services necessary for the operation of the Condominium Property as a whole of the Units individually;

(g) to grant and convey to any Person easements, licenses or rights-of-way in, on, over or under the Common Elements for purposes associated with or for this Condominium and the Unit Owners;

(h) to hire personnel and purchase and maintain such equipment as may be necessary for the administration and operation of the Association, the maintenance, repair, upkeep and replacement of any Common Elements and facilities which may be located thereon, and the performance of any of its other maintenance obligations;

(i) to pay for utility services (including, without limitation, any and all electricity, telephone, water, sewer, and entry systems), the real property ad valorem taxes and Governmental Entity liens assessed against the Common Elements and billed to the Association;

(j) to obtain and maintain policies of public liability insurance, hazard insurance and such other types of insurance pertaining to the Common Elements as the Board deems adequate and advisable. The Association additionally shall cause all persons responsible for collecting and disbursing Association funds to be insured or bonded with adequate fidelity insurance or bonds;

(k) to delegate to any party under contract with the Association or lessee any or all of the powers and duties of the Association respecting the contract granted or property leased;

(l) to retain and pay for legal and accounting services necessary or proper in operating the Common Elements, enforcing the Governing Documents, or performing any of the other duties or rights of the Association; and

(m) to enter into agreements to provide property management services to any Unit Owner, including, but not limited to, the care of office cleaning services and other services that generally relate to the management of commercial properties, and to collect a fee for such services.

10.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, the Bylaws and the Rules and Regulations; the Articles of Incorporation shall take precedence over the Bylaws and the Rules and Regulations; and the Bylaws shall take precedence over the Rules and Regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

10.3 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property as specifically required hereunder, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY UNIT OWNER, OCCUPANT, TENANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY,

INCLUDING, WITHOUT LIMITATION, FAMILY MEMBERS, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ESCAMBIA COUNTY, OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO ITS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT FIRMS), SUBCONTRACTORS, SUCCESSORS, DESIGNEES AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

10.4 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to its Unit.

10.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Unit Owners of the Unit is specifically required by this Declaration or by law.

10.6 Acts of the Association. Unless the approval or action of Unit Owners, or a certain specific percentage of the Board is specifically required in this Declaration, the Articles of Incorporation or the Bylaws, the Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

10.7 Amendment of Bylaws. No modification of or amendment to the Bylaws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws may be amended in the manner provided for therein, but no amendment of said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Unit(s), or which would change the provisions of the Bylaws with respect to institutional mortgages without the written approval of all Institutional First Mortgagees of record. No amendment shall change the rights and privileges of the Developer and any Management Firm without their respective written consent. Any amendment to the Bylaws, as provided herein, shall be executed by the parties as required in this Section 10 and in Section 6 above, and said amendment shall be recorded in the public records of the County.

10.8 Binding Effect of Condominium Documents. Every Unit Owner, whether it has acquired ownership by conveyance or transfer by operation of law, or otherwise, shall be bound by the Governing Documents and any Management Agreement. Membership in the Association shall automatically terminate upon the termination of ownership of a Unit, and the subsequent Unit Owner(s) taking title shall automatically become entitled to membership.

10.9 Eligibility of Directors. No person shall be entitled to serve on the Board if he or she has not met the eligibility requirements contained in the Act or as are provided in the Bylaws.

### **Section 11: Professional Management**

The Association may elect at some future time to enter into a Management Agreement with a professional management services company. The general purpose thereof is to contract for the management and maintenance of the Condominium Property and to authorize the Management Firm to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and Regulations and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations, and execution of contracts on behalf of the Association. Each Unit Owner, and such Unit Owner's heirs, successors, designees and assigns, shall be bound by the Management Agreement and any concurrent or subsequent Management Agreement(s) entered into by the Association for purposes of providing management services for the Condominium, for the purposes therein expressed, and by virtue of said party's taking title to a Unit in the Condominium, such Unit Owner shall be deemed to have agreed to, confirmed and ratified the following:

11.1 Adopting, ratifying and consenting to the execution of the Management Agreement by the Association.

11.2 Covenanting and promising to perform each and every duty of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in the Management Agreement.

11.3 Ratifying, confirming and approving each and every provision of the Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

11.4 Agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association.

11.5 It is specifically recognized that some or all of the persons comprising the original Board and officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement, in whole or in part.

11.6 The acts of the Board and officers of the Association in entering into the Management Agreement be, and the same are hereby ratified, approved, confirmed and adopted.

### **Section 12: Determination of Assessments**

Assessments shall be levied by the Association in accordance with the terms and provisions of Exhibit No. 4 attached hereto and made a part hereof.

### **Section 13: Collection of Assessments**

The Assessments described in Exhibit No. 4 attached hereto and made a part hereof (collectively, the "Assessments") shall be collected as follows:

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while such person (as defined in Section 718.116 of the Act) is the Unit Owner of the Unit. Additionally, a Unit Owner shall be jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such Unit Owner may have to recover from the previous Unit Owner the amounts paid by such Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Default in Payment of Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the rate established from time to time by the Board from due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be 15%. Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the greater of \$100.00 or 5% of each delinquent installment. The Association has a lien on each Unit for any unpaid Assessments on such Unit, with interest thereon and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Unit, the name of the record Unit Owner, the name and address of the Association, the amount(s) due and the due dates. The claim of lien shall not be released until all sums secured by such claim of lien (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, the administrative late fee (if permitted under applicable law), and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or authorized agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association or its assignee may bring an action to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed in Florida, and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of General Assessment installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such accelerated installments or payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying a payment.

13.3 Notice of Intention to Foreclose Lien. Unless otherwise required by the Act or other applicable law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

13.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

13.5 Limitation of Liability for Institutional First Mortgagee Upon Foreclosure .

(a) In accordance with applicable provisions of the Act, in the event that an Institutional First Mortgagee or other purchaser obtains title to a Unit by foreclosure, or by deed in lieu of foreclosure, the liability of such Institutional First Mortgagee or other purchaser, its successors, designees and assigns, for the unpaid Assessments that became due before acquisition of title is limited to the lesser of:

(i) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(ii) One percent (1%) of the original mortgage debt.

(b) The provisions of this Section 13.5 apply only if the Institutional First Mortgagee joined the Association as a defendant in the foreclosure action; provided, however, that joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Institutional First Mortgagee.

(c) If, due to the applicable provisions of the Act, any unpaid share of the Assessments or other related expenses authorized under the Act are not required to be paid under this Section 13.5, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expense collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors, designees and assigns.

13.6 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to such Unit Owner's Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

## Section 14: Insurance

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

14.1 Insurance on a Unit. A Unit Owner shall be solely responsible for maintaining appropriate policies of insurance on the Unit and its improvements, the amounts and coverages of such insurance to be determined by the Unit Owner in its sole discretion from time to time. The Association shall have no involvement with or governance over a Unit Owner's acquisition or maintenance of policies of insurance pertaining to such Unit Owner's Unit.

### 14.2 Insurance on the Common Elements.

#### (a) Purchase, Custody and Payment.

(i) Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any administrative rules promulgated thereunder.

(ii) Named Insured. Under all insurance policies purchased by the Association, the named insured shall be the Association, individually, and as agent for Unit Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(iii) Custody of Policies and Payment of Proceeds. All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Association, and such policies and endorsements thereto shall be deposited with the Association.

(iv) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit which is a beneficiary of the policy. Copies or certificates shall be furnished not less than 10 days prior to the beginning of the term of the policy, or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(b) Coverage Responsibilities of the Association. The Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

(i) Casualty. Insurance covering loss or damage to the Common Elements and all other portions of the Condominium Property which the Association is responsible to maintain under the terms of this Declaration, and all items for which the Association is required under applicable provisions of the Act to insure against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible provisions as determined by the Board.

(ii) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$1,000,000.00 per occurrence.

(iii) Fidelity Insurance, if required by the Act, covering all persons who control or disburse Association funds, such insurance to be in the amount required by law.

(iv) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(v) Such Other Insurance as the Board shall determine from time to time to be desirable.

(c) Additional Provisions.

(i) When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (a) subrogation against the Association, its officers, members of the Board, the Developer, any Management Firm and its respective employees and agents, and against the Unit Owners individually and as a group; (b) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (c) avoid liability for a loss that is caused by an act of the Board, a member of the Board, any Management Firm and its respective employees and agents, one or more Unit Owners or as a result of contractual undertakings.

(ii) Each Association insurance policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of a Management Firm or the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

(iii) All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units.

(d) Premiums. Premiums upon insurance policies purchased by the Association shall constitute Common Expenses, except that the costs of fidelity bonding for any Management Firm employees may be paid by the applicable Management Firm pursuant to a Management Agreement. Premiums may be financed in such manner as the Board deems appropriate.

(e) Insurance Trustee; Share of Proceeds.

(i) All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Management Firm, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Association (or if the Board determines that a third party shall be appointed in connection with receiving and distributing insurance proceeds, an "Insurance Trustee," which shall be a bank or trust company in Florida with trust powers and having its principal place of business in the State of Florida).

(ii) Any such Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners based upon the Allocated Interests and such Unit's respective mortgagees.

(iii) Proceeds on account of damage to the Insured Property shall be held by the Association for each Unit Owner as tenants in common on the basis of the fair market value of each Unit, relative to the other Units in the Condominium, immediately prior to the event of casualty (such fair market value shall be determined by an MAI-certified appraiser selected by the Board in its sole discretion); provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of Section 14.2(f) herein.

(iv) No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance



proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

(f) Distribution of Proceeds. Proceeds of insurance policies shall be distributed to or for the benefit of the Unit Owners in the following manner:

(i) Expenses. All expenses of the Association (or, if appointed, the Insurance Trustee) shall be first paid or provision shall be made therefor.

(ii) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed following a casualty, the remaining proceeds shall be paid to the Association to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 14.2(e)(iii) herein.

(iii) Failure to Reconstruct or Repair. If it is determined that the damaged property for which the proceeds are paid shall not be reconstructed or repaired following a casualty, the remaining proceeds shall be allocated among the Unit Owners as provided in Section 14.2(e)(iii) herein, and distributed to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.

(iv) Certificate. In making distributions to Unit Owners and their mortgagees, the Association (or if appointed, the Insurance Trustee) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

(g) Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each Unit Owner of a mortgage or other lien upon a Unit and for each Unit Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

### **Section 15: Condemnation**

Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

#### **15.1 Condemnation of All or a Portion of a Unit.**

(a) A condemnation award pertaining to the taking of all or a portion of a Unit shall be paid over to the affected Unit Owner, and the Association and all other Unit Owners shall have no claim or right to any portion of any such condemnation award.

(b) Upon a taking of an entire Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of its Unit. Following such taking of the entire Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an ownership interest in its Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

(c) Upon a taking of a portion of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of the remaining portion of the Unit. Following such taking of a portion of a Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner's Allocated Interest shall be reduced based upon the size of the remaining portion of the Unit, (2) the affected Unit Owner's undivided ownership interest in the Common Elements shall be reduced accordingly, and (3) such Unit Owner shall only having responsibility for the

payment of Common Expenses based upon the reduced amount of the Allocated Interests allocated to the remaining portion of the Unit.

15.2 Condemnation of All or a Portion of the Common Elements. A condemnation award pertaining to the taking of all or a portion of the Common Elements shall be paid over to the Association for the benefit of the Unit Owners. Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s) based upon the Allocated Interests.

15.3 Amendment of Declaration. The changes in Units, in the Common Elements and in the Allocated Interests that are effected by a taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board (i.e., without requirement for a vote by the Members), but such amendment shall require the consent of the Institutional First Mortgagees.

### **Section 16: Occupancy and Use Restrictions**

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

16.1 Association Rules and Regulations. The Board shall have the right to adopt reasonable Rules and Regulations pertaining to the Condominium, but the Association shall not have the ability to promulgate Rules and Regulations which would serve, directly or indirectly, to curtail, prohibit, govern or inhibit use of the Units that are being utilized in accordance with applicable Governmental Entity codes and ordinances.

16.2 Compliance with Zoning; Use as Commercial Property. The Condominium is restricted by Governmental Entity zoning ordinances to specific and limited types of commercial uses. It is solely the responsibility of the Unit Owner to determine the permitted and prohibited uses of its Unit and to comply therewith. No Unit Owner shall apply for a change in zoning for its Unit or any portion of the Condominium Property without the prior written consent of Developer (for so long as Developer owns at least one Unit). Each Unit shall be used for business purposes only.

#### 16.3 Applicable and Prohibited Uses.

(a) No person shall use the Common Elements or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the Governing Documents and applicable law.

(b) Even if otherwise permitted under subsection (a) above, Units shall not be permitted to be used in a manner contrary to applicable Governmental Entity zoning and land use ordinances, rules and regulations.

16.4 Increases in Insurance; Improper Actions. A Unit Owner shall not permit or suffer anything to be done or kept within such Unit Owner's Unit which will increase the rate of insurance on another Unit or the Common Elements.

16.5 Interference with Rights of Other Unit Owners. A Unit Owner shall not obstruct or interfere with the rights of other Unit Owners, but the permitted use of a Unit under applicable Governmental Entity

codes and ordinances shall not be deemed to constitute obstruction or interference with the rights of other Unit Owners.

16.6 Nuisances.

(a) No nuisances (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to the Unit Owners or other occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by the Unit Owners or other occupants.

(b) No activity specifically permitted by this Declaration shall be deemed a nuisance.

(c) Notwithstanding any provision herein to the contrary, the activities of any commercial or retail use within the Condominium Property which are in compliance with applicable Governmental Entity laws and ordinances pertaining to noise standards or hours of operation shall not be deemed in any fashion to be a nuisance.

16.7 No Improper or Unlawful Uses.

(a) No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, ordinances and regulations of all Governmental Entities having jurisdiction thereover shall be observed.

(b) Violations of laws, orders, rules, regulations or requirements of any Governmental Entity having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

(c) Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section 16.

**Section 17: Selling and Mortgaging of Units**

17.1 Sales. In connection with the conveyance of a Unit, an officer of the Association shall execute and acknowledge a certificate stating that all Assessments levied against such Unit have been paid in full, or if not paid in full, the amounts due and owing. The Board shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. Payment of outstanding Assessments shall be in accordance with the Act. Each Unit Owner receiving a conveyance from any party shall notify the Association and the Management Firm (if applicable) promptly after becoming a new Owner by delivering a copy of the deed to the Unit to the Association and the Management Firm (if applicable).

17.2 Mortgages. Units may be made subject to mortgages without restrictions.

17.3 Continuing Liability. The liability of the Unit Owner under this Declaration shall continue, notwithstanding the fact that such Unit Owner may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation, the Bylaws and any Management Agreement, as well as the provisions of the Act.

17.4 No Severance of Ownership. No portion of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

### **Section 18: Compliance and Default**

Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of the Governing Documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any invitee, or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Unit Owner.

18.2 **Compliance.** In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles of Incorporation, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance or compliance, to impose any applicable fines or to sue in a court of law for damages.

18.3 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act or the Governing Documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

18.4 **No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act or the Governing Documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

### **Section 19: Termination of Condominium**

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (b) terminated by an affirmative vote of 100% of the total eligible voting interests in the Association (notwithstanding any provision of the Act to the contrary) and with the consent of the Institutional First Mortgagees. Upon such termination, all funds of the Association and termination proceeds shall be divided among all Owners as provided in the plan of termination or as prescribed by Section 718.117 of the Act, as amended; however, no payment shall be made to an Owner until all mortgages and liens on such Owner's Unit, in the order of their priority, have been satisfied out of such Owner's share of such net proceeds (unless otherwise agreed upon with the mortgagee(s)). The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded among the public records of the County.

### **Section 20: Additional Rights of Mortgagees and Others**

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

20.1 Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within 30 days.

20.2 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

(a) to examine current copies of this Declaration, the Bylaws, the Rules and Regulations, and the books, records and financial statements of the Association during normal business hours;

(b) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(c) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

20.3 No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

20.4 If any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any Institutional First Mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement pertaining to such Common Elements.

20.5 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved such request.

20.6 As required by Section 718.110 of the Act, any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

**Section 21: Disclaimer of Warranties**

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

**Section 22: Resolution of Disputes**

In that commercial condominiums are not subject to the jurisdiction of state regulators pursuant to the Act, the arbitration provisions and alternative resolution procedures under the Act are not applicable to the Condominium, and any disputes shall be resolved through the applicable court system.

### Section 23: Architectural Control

23.1 Role of the Board and the ARC. The purpose of the Board and the ARC is to ensure the maintenance and operation of the Property as an area of good quality and standards and to ensure that all improvements of each Unit shall present an attractive and pleasing appearance from all sides of view. All references to the ARC shall also reference the Board. For purposes of clarity, although improvements contained within a Unit have not been submitted to condominium ownership under this Declaration, all improvements under this Declaration are subject to the provision of this Section 23.

23.2 Requirement for ARC Approval. Prior to commencing any exterior construction, modification, addition, renovation and/or reconstruction of any improvements on a Unit, or other action specifically identified in this Declaration for which ARC approval is required, the Unit Owner of such Unit shall be required to obtain approval of the ARC, but Developer shall be entitled to waive such requirement in connection with initial construction of improvements on a Unit by the Developer or any affiliated entity.

23.3 Composition of the ARC. Until such time as Developer (i) no longer owns any portion of the Property or (ii) Developer relinquishes its rights under this Section 23.3, whichever occurs first, Developer shall be solely responsible for appointing the members of the ARC (it being Developer's intention to ensure harmonious and appropriate use of the various portions of the Property by the Unit Owners), and the number of members shall be permitted to change from time to time in the sole discretion of Developer. Subsequent to the time that Developer no longer owns any portion of the Property or Developer has relinquished its rights under this Section 23.3, whichever occurs first, (1) the Board shall appoint the chairman and the members of the ARC, (2) the ARC shall consist of 3 members, (3) the Board may remove ARC member(s) if determined beneficial, and (4) where a vacancy or vacancies on the ARC occurs, a successor or successors shall be appointed by the Board.

23.4 Powers of the ARC. The ARC shall represent, act as directed by, and report to the Board; however, the Board shall retain final authority, as the ARC is a committee of the Board. The ARC shall evaluate, control and approve construction, remodeling, renovations, or additions to the buildings and structures and other improvements within the Community in the manner and to the extent set forth herein, as submitted by a Unit Owner (individually, an "Applicant"). No building or other structure or improvement, regardless of size or purpose, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of any portion of the Property be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the ARC and/or the Board, have been submitted to and approved in writing by the ARC. Acceptance or rejection of Plans and Specifications shall be made by majority vote of the ARC.

23.5 Plans and Specifications. The ARC shall require that all Plans and Specifications be accompanied by site plans and/or surveys showing the detail of the siting of the subject structure or improvement under consideration. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a minimum of 2 complete sets, or as many as requested by the ARC, of Plans and Specifications must be submitted to the ARC. In addition, if requested by the ARC, there shall be submitted to the ARC for consideration such samples of building materials proposed to be used as the ARC shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that such architect or engineer has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the ARC or the Board upon application of the Applicant showing good cause for waiving such requirement(s).

23.6 Decision of the ARC. Once the ARC has received and reviewed the Plans and Specifications submitted by an Applicant (which may be in hard copy or via electronic transmission), the ARC may either (a) approve or disapprove the proposal of the Applicant, or (b) request additional information as the ARC deems necessary in its discretion to be able to render a decision. In the event that the ARC fails to approve or disapprove such Plans and Specifications, or request additional information,

within 30 days after an Applicant's submission of the Plans and Specifications to the ARC, approval of such Plans and Specifications shall be deemed approved.

23.7 Action Following Approval of Plans and Specifications. Upon written approval of the Plans and Specifications, construction may be commenced and shall be prosecuted to completion in substantial conformity with such approved Plans and Specifications (with deviations permitted so long as consistent with the concepts of the Plans and Specifications). The Board shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Applicant's expense. All costs and expenses of the Association (including attorney's and paraprofessional's fees) related to the enforcement of these covenants shall be paid by the Applicant in violation thereof. Each Unit Owner, by virtue of taking title to a Unit, understands and agrees, and shall be deemed to have understood and agreed, that approval of the ARC in no manner eliminates any obligation to obtain approval for the contemplated activity from the applicable Governmental Entities, or that upon proper application to such Governmental Entities the contemplated activity will be permitted. Any approval of a proposed activity by the ARC shall immediately and automatically become null and void upon a written rejection of an application to a governmental authority for authorization to undertake the proposed activity (e.g., denial of a building permit).

23.8 Rejection of Plans and Specifications. The ARC shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with Developer's future development plans for the Property. In the event that the ARC rejects such Plans and Specifications as submitted, the ARC shall so inform the Applicant in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the ARC may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the portion of the Property upon which such construction, renovation or modification is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding improvements, and the effect and appearance of such construction as viewed from neighboring properties.

23.9 Appeal by Aggrieved Applicant.

(a) Prior to Transfer of Control. Prior to Transfer of Control, if the ARC rejects such Plans and Specifications, the aggrieved Applicant may appeal such adverse decision to the Board, and any decision by the Board shall be final and binding.

(b) Subsequent to Transfer of Control. Subsequent to Transfer of Control, if after the Board's review the appealing Applicant is still in disagreement with the ARC's decision, such Applicant may appeal such adverse decision by submitting in writing to the Board a request to call a special meeting of all Members to consider the propriety of the Board's decision within 30 days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the appealing Applicant. At such special meeting, the proposal made by the Applicant, and the decision of the ARC and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Unit Owners. A vote of not less than a majority of the Allocated Interests which are present in person or by proxy at a duly-called and noticed meeting of the Members at which a quorum is present shall be necessary to overturn an adverse decision of the ARC and the Board against the Applicant.

23.10 No Waiver of Future Approvals. The approval of the ARC of any proposals or Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

23.11 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section 23.11, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

23.12 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Applicant who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from doing further work within the Property by the Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the By-Laws.

23.13 Right to Inspect. Subject to reasonable advance notice, there is specifically reserved unto the ARC the right of entry and inspection upon any portion of the Property (including the Units) for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's and paraprofessional's fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Association shall indemnify and hold harmless each member of the ARC from all costs, expenses, and liabilities, including attorney's and paraprofessional's fees, incurred by virtue of any service by a member of the ARC. A perpetual, non-exclusive easement over, across and through the paved driveways and roadways within the Community and a right of entry upon any portion of the Property (including the Units) is hereby granted to the Governmental Entities for the limited purpose of permitting code inspectors to inspect and examine the construction, renovation or modification of improvements within the Property.

23.14 Exemptions. Notwithstanding anything to the contrary contained herein, improvements and construction activities of Developer or its affiliated entities on any portion of the Property and from time to time shall be exempt from the provisions of this Section 23.

23.15 Amendment. This Section 23 may not be amended without Developer's prior written consent in its sole and absolute discretion so long as Developer owns any portion of the Property or until Developer has elected not to add any additional property to the scope of this Declaration.

23.16 Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all controlling governmental authorities, and the Applicant shall be required to obtain an appropriate building permit from the applicable Governmental Entities when required by controlling Governmental Entity requirements.

23.17 No Liability. Notwithstanding anything contained herein to the contrary, Developer or the ARC, as applicable, shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Unit Owner or to any other Person due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvement are complete or do not contain defects, or in fact meet any applicable standards, guidelines and/or criteria or are in fact architecturally or aesthetically appropriate, or comply with any applicable



governmental requirements, and Developer, the ARC and the Association, as applicable, shall not be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

#### **Section 24: Additional Provisions**

24.1 **Notices.** All notices to the Association required or desired hereunder or under the Bylaws shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Unit Owners of the Unit shall so advise the Association in writing, or if no address is given or the Unit Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed envelope, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

24.2 **Interpretation.** The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

24.3 **Conveyance of the Common Elements to a Governmental Entity.** Any conveyance of all or a portion of the Common Elements to a Governmental Entity shall require the prior approval of (a) 100% of the Allocated Interests, and (b) 100% of the Institutional First Mortgagees.

24.4 **Binding Effect of Section 718.303 of the Act.** The provisions of Section 718.303(1) of the Act shall be in full force and effect and are incorporated herein. A Management Firm, if a Management Agreement is in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforesaid.

24.5 **Approval of Litigation.** No judicial proceeding shall be commenced or prosecuted by the Association unless approved by a vote of not less than eighty percent (80%) of the Allocated Interests. This Section does not apply to (a) actions brought by the Association against parties other than Developer to enforce the provisions of this Declaration, (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. Furthermore, in the event that the Association brings suit against Developer, the Association must specially assess all Unit Owners for the cost thereof, as the funds from General Assessments may not be used in such regard.

24.6 **Waiver of Jury Trial.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Governing Documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida. TO THE MAXIMUM EXTENT LAWFUL, THE ASSOCIATION AND EACH UNIT OWNER AGREE THAT NEITHER A UNIT OWNER, THE ASSOCIATION NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF A UNIT OWNER OR THE ASSOCIATION (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THE GOVERNING DOCUMENTS, THE ACT OR ANY ACTIONS, DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NONE OF THE PARTIES WILL SEEK TO

CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED.

24.7 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

24.8 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and, wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in 2 separate capacities.

24.9 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of the Governing Documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

24.10 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

24.11 Ratification. Each Unit Owner, by virtue of taking title to a Unit, and each occupant of a Unit, by reason of his occupancy, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that all of the provisions of the Governing Documents are fair and reasonable in all material respects.

24.12 Gender; Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

24.13 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 27th day of October, 2021.

WITNESSES:

DEVELOPER:

HAD Land Development Partners I, LLC, a Delaware limited liability company

By: HAD Land Equity I, LLC, a Delaware limited liability company, its managing member

By: The Dawson Company, LLC, a Delaware limited liability company, its managing member

Name: Mary M. Knight  
Print Name: MARY M. KNIGHT

By: [Signature]  
Dennis E. Pemberton, Jr.  
Authorized Signatory

Name: [Signature]  
Print Name: [Signature]

(SEAL)

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 27th day of October, 2021, by Dennis E. Pemberton, Jr., as Authorized Signatory of The Dawson Company, LLC, a Delaware limited liability company, as managing member of HAD Land Equity I, LLC, a Delaware limited liability company, as managing member of HAD Land Development Partners I, LLC, a Delaware limited liability company. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires:

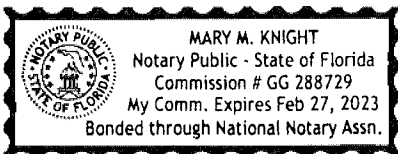
(AFFIX NOTARY SEAL)

Mary M. Knight  
(Signature)

Name: MARY M. KNIGHT  
(Legibly Printed)

Notary Public, State of Florida

(Commission Number, if any)



**CONSENT**

52 Ventures I, LLC, a Delaware limited liability company, as the fee owner of the Parcel 2 Property as described in the Declaration of Condominium for The 52 Commercial Condominium ("Declaration"), hereby consents to the terms and provisions of the Declaration to which this Consent is attached, and further declares that the Parcel 2 Property is and shall hereinafter be subject to the terms and provisions of the Declaration.

Dated this 31<sup>st</sup> day of October, 2021.

**WITNESSES:**

52 Ventures I, LLC, a Delaware limited liability company

By: The Dawson Company, LLC, a Delaware limited liability company, its managing member

Name: Mary M. Knight  
Print Name: Mary M. Knight

By: [Signature]  
Dennis E. Pemberton, Jr.  
Authorized Signatory

Name: Zachary Bazzano  
Print Name: [Signature]

(SEAL)

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 31<sup>st</sup> day of October, 2021, by Dennis E. Pemberton, Jr., as Authorized Signatory of The Dawson Company, LLC, a Delaware limited liability company, as managing member of 52 Ventures I, LLC, a Delaware limited liability company. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires:

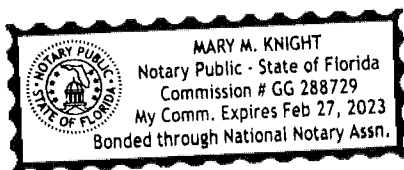
(AFFIX NOTARY SEAL)

[Signature]  
(Signature)

Name: Mary M. Knight  
(Legibly Printed)

Notary Public, State of Florida

\_\_\_\_\_  
(Commission Number, if any)



**Exhibit No. 1**  
**Condominium Plat**

# THE 52 COMMERCIAL CONDOMINIUM

© COPYRIGHT 2021 BY RONALD E. RUBEN II, P.S.M.

**GENERAL NOTES:**

1. NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE BEARING OF SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, STATE AND/OR FEDERAL JURISDICTIONAL AREAS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7281, AT PAGE 541, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. THE PLAT OF NATURE TRAIL SUBDIVISION, AS RECORDED IN PLAT BOOK 18, AT PAGE 60, OF THE PUBLIC RECORDS OF SAID COUNTY, A PREVIOUS SURVEY GARY F. BYRD, DATED 3-29-2015; A PREVIOUS SURVEY BY THIS FIRM, AND TO EXISTING FIELD MONUMENTATION.
5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
6. IN ACCORDANCE WITH STATE OF FLORIDA ADMINISTRATIVE CODE, ANY ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED WITHOUT PRIOR WRITTEN CONSENT OF THE SIGNING SURVEYOR AND MAPPER.
7. THE STRUCTURE DIMENSIONS IF ANY DO NOT INCLUDE THE EAVES OR OVERHANG OR THE FOUNDATION FOOTINGS.
8. THE TC-A LAND CONDOMINIUM UNIT, TC-III LAND CONDOMINIUM UNIT, RD-1 LAND CONDOMINIUM UNIT, ELEVATE LAND CONDOMINIUM UNIT, ACCESS & PARKING EASEMENT, AND GRADING & PARKING EASEMENT AS SHOWN HEREON ARE NEW PARCELS CREATED AT THE REQUEST OF THE CLIENT.

**LEGEND:**

R/W	RIGHT-OF-WAY
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
P.C.C.	POINT OF COMPOUND CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
AC.	ACRES

**SHEET INDEX:**

SHEET 1:	GENERAL NOTES, LEGEND, SHEET INDEX SURVEYOR'S CERTIFICATE
SHEET 2:	PLOT PLAN
SHEETS 3-5:	DESCRIPTION AND SKETCH OF TC-III LAND CONDOMINIUM UNIT
SHEETS 6-13:	DESCRIPTION AND SKETCH OF RD-1 LAND CONDOMINIUM UNIT
SHEETS 14-25:	DESCRIPTION AND SKETCH OF ELEVATE LAND CONDOMINIUM UNIT
SHEETS 26-27:	DESCRIPTION AND SKETCH OF TC-A LAND CONDOMINIUM UNIT

**SURVEYOR'S CERTIFICATE:**

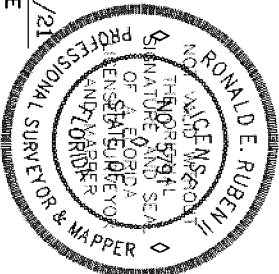
I HEREBY CERTIFY [1] THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTERS 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES; AND [2] THAT THESE CONDOMINIUM DRAWINGS COMPLY WITH THE REQUIREMENTS OF SECTION 718.104(4)(e), FLORIDA STATUTES, AND BEING A LAND CONDOMINIUM, THE UNITS AND COMMON ELEMENTS OF THE 52 COMMERCIAL CONDOMINIUM ARE CLEARLY IDENTIFIABLE HEREIN, AND THAT THE UNITS AND COMMON ELEMENTS ARE SUBSTANTIALLY COMPLETE BASED UPON THIS BEING A LAND CONDOMINIUM.



LICENSED BUSINESS NO.: 8034  
913 GULF BREEZE PKWY., STE. 6, GULF BREEZE, FLORIDA 32561  
PH: (850) 916-7382 FAX: (850) 916-7275

*Ronald E. Ruben II*  
RONALD E. RUBEN II, P.S.M. # 5791

11/04/21  
DATE

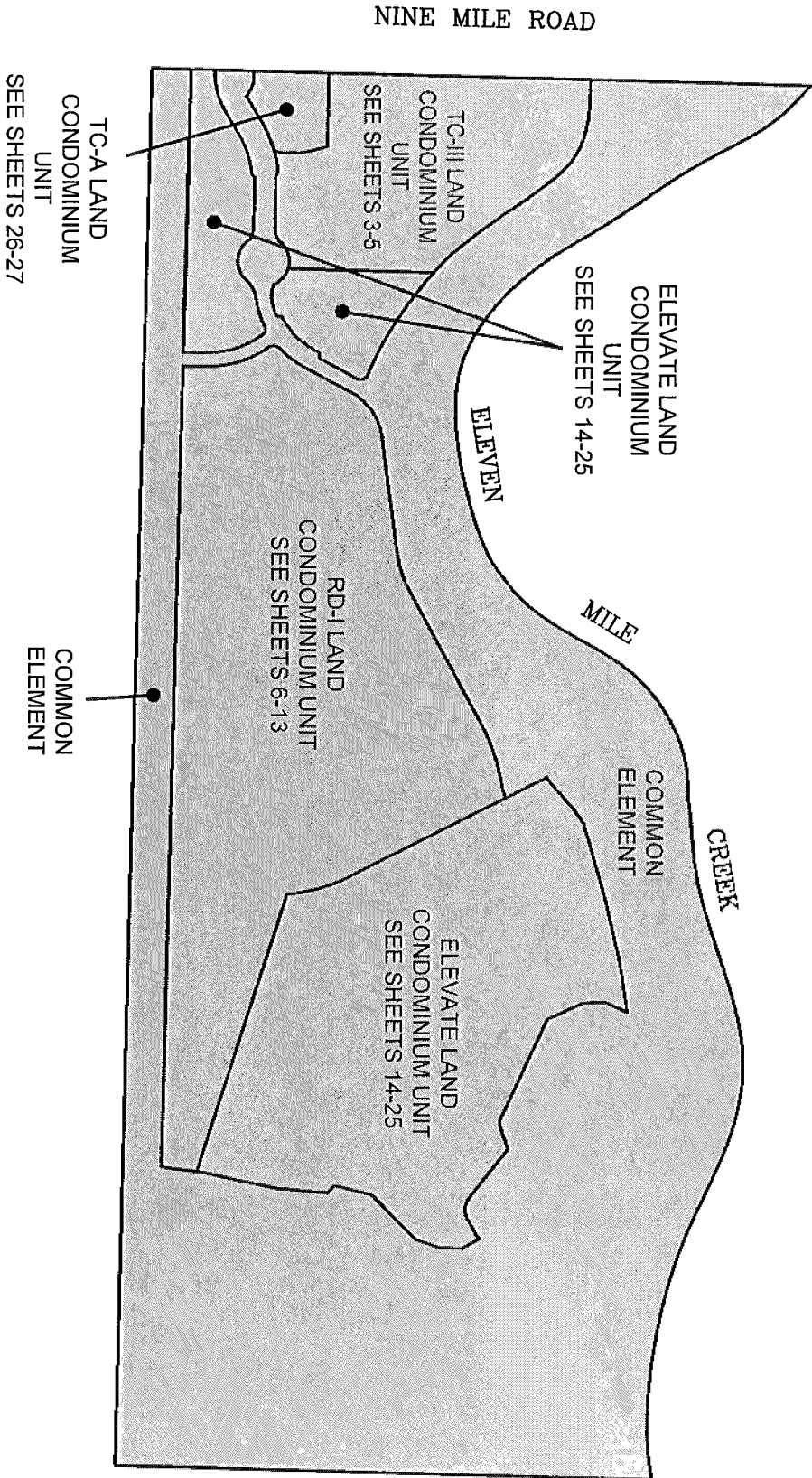


NOTE: THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RONALD E. RUBEN, II ON THE DATE SHOWN IN THE SURVEYOR'S CERTIFICATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THIS SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GENERAL NOTES, LEGEND, SHEET INDEX, SURVEYOR'S CERTIFICATE	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 1 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
	N/A	JWC	N/A	RER	

# THE 52 COMMERCIAL CONDOMINIUM

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<b>PLOT PLAN</b>	<b>JOB NO.:</b> 18437-17	<b>DRAWING DATE:</b> 11/02/21	<b>FIELD BOOK:</b> N/A	<b>PAGE:</b> N/A	<b>SHEET NUMBER:</b> 2 OF 27
	<b>PROPERTY ADDRESS:</b> NINE MILE ROAD, PENSACOLA, FL			<b>ENCROACHMENTS:</b> N/A	
<b>THE 52 COMMERCIAL CONDOMINIUM</b> A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	<b>SCALE:</b> 1"=300'	<b>DRAWN BY:</b> JWC	<b>PARTY CHIEF:</b> N/A	<b>APPROVED:</b> RER	

# THE 52 COMMERCIAL CONDOMINIUM

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**LEGAL DESCRIPTION**

PREPARED BY RUBEN SURVEYING & MAPPING  
 TC-III LAND CONDOMINIUM UNIT

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY). THENCE PROCEED SOUTH 88 DEGREES 35 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 317.73 FEET TO THE POINT OF BEGINNING. THENCE PROCEED SOUTH 01 DEGREES 21 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 161.20 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 00 DEGREES 50 MINUTES 07 SECONDS. A CHORD BEARING OF SOUTH 76 DEGREES 27 MINUTES 39 SECONDS WEST, AND A CHORD DISTANCE OF 0.44 FEET. THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 0.44 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 76 DEGREES 02 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 32.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 15 DEGREES 21 MINUTES 54 SECONDS. A CHORD BEARING OF SOUTH 83 DEGREES 43 MINUTES 33 SECONDS WEST, AND A CHORD DISTANCE OF 21.39 FEET. THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 21.45 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 88 DEGREES 35 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 23.46 FEET TO A POINT. THENCE PROCEED SOUTH 56 DEGREES 38 MINUTES 43 SECONDS WEST, FOR A DISTANCE OF 0.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 18.71 FEET, A DELTA ANGLE OF 73 DEGREES 59 MINUTES 46 SECONDS. A CHORD BEARING OF SOUTH 38 DEGREES 07 MINUTES 10 SECONDS WEST, AND A CHORD DISTANCE OF 22.52 FEET. THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 26.17 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 01 DEGREES 24 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 91.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 39.00 FEET, A DELTA ANGLE OF 43 DEGREES 22 MINUTES 11 SECONDS. A CHORD BEARING OF SOUTH 20 DEGREES 16 MINUTES 36 SECONDS EAST, AND A CHORD DISTANCE OF 28.82 FEET. THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 29.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 21.00 FEET, A DELTA ANGLE OF 26 DEGREES 51 MINUTES 52 SECONDS. A CHORD BEARING OF SOUTH 29 DEGREES 31 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 9.04 FEET. THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 9.11 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 61.80 FEET, A DELTA ANGLE OF 36 DEGREES 27 MINUTES 08 SECONDS. A CHORD BEARING OF SOUTH 01 DEGREES 07 MINUTES 45 SECONDS WEST, AND A CHORD DISTANCE OF 38.66 FEET. THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 39.32 FEET TO A POINT. THENCE PROCEED SOUTH 88 DEGREES 35 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 268.80 FEET TO A POINT. THENCE PROCEED NORTH 44 DEGREES 18 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 67.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A

**LEGAL DESCRIPTION (CONTINUED)**

RADIUS OF 153.00 FEET, A DELTA ANGLE OF 10 DEGREES 46 MINUTES 28 SECONDS. A CHORD BEARING OF NORTH 49 DEGREES 41 MINUTES 58 SECONDS EAST, AND A CHORD DISTANCE OF 28.73 FEET. THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 28.77 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 55 DEGREES 05 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 201.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 167.00 FEET, A DELTA ANGLE OF 52 DEGREES 20 MINUTES 28 SECONDS. A CHORD BEARING OF NORTH 28 DEGREES 54 MINUTES 58 SECONDS EAST, AND A CHORD DISTANCE OF 147.31 FEET. THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 152.56 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 02 DEGREES 44 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 37.81 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD. THENCE PROCEED NORTH 88 DEGREES 35 MINUTES 18 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 492.53 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 3.496 ACRES OF LAND.

**SUBJECT TO:**

ACCESS & PARKING EASEMENT  
 COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY). THENCE PROCEED SOUTH 88 DEGREES 35 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 317.73 FEET TO A POINT. THENCE PROCEED SOUTH 01 DEGREES 21 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 161.20 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 00 DEGREES 50 MINUTES 07 SECONDS. A CHORD BEARING OF SOUTH 76 DEGREES 27 MINUTES 39 SECONDS WEST, AND A CHORD DISTANCE OF 0.44 FEET. THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 0.44 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 76 DEGREES 02 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 32.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 15 DEGREES 21 MINUTES 54 SECONDS. A CHORD BEARING OF SOUTH 83 DEGREES 43 MINUTES 33 SECONDS WEST, AND A CHORD DISTANCE OF 21.39 FEET. THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 21.45 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 88 DEGREES 35 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 23.46 FEET TO A POINT. THENCE PROCEED SOUTH 56 DEGREES 38 MINUTES 43 SECONDS WEST, FOR A DISTANCE OF 0.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 18.71 FEET, A DELTA ANGLE OF 73 DEGREES 59 MINUTES 46 SECONDS. A CHORD BEARING OF SOUTH 38 DEGREES 07 MINUTES 10 SECONDS WEST, AND A CHORD DISTANCE OF 22.52 FEET. THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 26.17 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 01 DEGREES 24 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 91.85 FEET TO A POINT OF CURVATURE OF A CURVE

TC-III LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 3 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
N/A	JWC	N/A	RER		



# THE 52 COMMERCIAL CONDOMINIUM

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**LEGAL DESCRIPTION (CONTINUED FROM PREVIOUS SHEET)**

CONCAVE TO THE EAST HAVING A RADIUS OF 39.00 FEET, A DELTA ANGLE OF 43 DEGREES 22 MINUTES 11 SECONDS, A CHORD BEARING OF SOUTH 20 DEGREES 16 MINUTES 36 SECONDS EAST, AND A CHORD DISTANCE OF 28.82 FEET; THENCE PROCEEDED SOUTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 29.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 21.00 FEET, A DELTA ANGLE OF 24 DEGREES 51 MINUTES 52 SECONDS, A CHORD BEARING OF SOUTH 29 DEGREES 31 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 9.04 FEET; THENCE PROCEEDED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 9.11 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 61.80 FEET, A DELTA ANGLE OF 4 DEGREES 50 MINUTES 52 SECONDS, A CHORD BEARING OF SOUTH 14 DEGREES 50 MINUTES 53 SECONDS EAST, AND A CHORD DISTANCE OF 4.85 FEET; THENCE PROCEEDED SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 4.85 FEET; BEING ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 61.80 FEET, A DELTA ANGLE OF 31 DEGREES 57 MINUTES 16 SECONDS, A CHORD BEARING OF SOUTH 03 DEGREES 22 MINUTES 41 SECONDS WEST, AND A CHORD DISTANCE OF 34.02; THENCE PROCEEDED SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 34.46 FEET TO A POINT; THENCE PROCEEDED SOUTH 88 DEGREES 35 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 268.80 FEET TO A POINT; THENCE PROCEEDED NORTH 44 DEGREES 18 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 46.42 FEET TO A POINT; THENCE PROCEEDED NORTH 88 DEGREES 35 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 299.23 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.220 ACRES OF LAND, AND ALSO SUBJECT TO:

GRADING & PARKING EASEMENT COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY); THENCE PROCEED SOUTH 88 DEGREES 35 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 317.73 FEET TO A POINT; THENCE PROCEED SOUTH 01 DEGREES 21 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 161.20 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 00 DEGREES 50 MINUTES 07 SECONDS, A CHORD BEARING OF SOUTH 76 DEGREES 07 SECONDS, A CHORD BEARING OF SOUTH 76 DEGREES 07 SECONDS WEST, AND A CHORD DISTANCE OF 0.44 FEET; THENCE PROCEEDED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 0.44 FEET TO A POINT OF TANGENCY; THENCE PROCEEDED SOUTH 76 DEGREES 02 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 32.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 15 DEGREES 21 MINUTES 54 SECONDS WEST, AND A CHORD DISTANCE OF 21.39 FEET; THENCE PROCEEDED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 21.45 FEET TO A POINT OF TANGENCY; THENCE PROCEEDED NORTH 88 DEGREES 35 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 23.46 FEET TO A POINT; THENCE PROCEEDED SOUTH

**LEGAL DESCRIPTION (CONTINUED)**

56 DEGREES 38 MINUTES 43 SECONDS WEST, FOR A DISTANCE OF 0.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 18.71 FEET, A DELTA ANGLE OF 73 DEGREES 59 MINUTES 46 SECONDS, A CHORD BEARING OF SOUTH 38 DEGREES 07 MINUTES 10 SECONDS WEST, AND A CHORD DISTANCE OF 22.52 FEET; THENCE PROCEEDED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 24.17 FEET TO A POINT OF TANGENCY; THENCE PROCEEDED SOUTH 01 DEGREES 24 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 91.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 39.00 FEET, A DELTA ANGLE OF 43 DEGREES 22 MINUTES 11 SECONDS, A CHORD BEARING OF SOUTH 20 DEGREES 16 MINUTES 36 SECONDS EAST, AND A CHORD DISTANCE OF 28.82 FEET; THENCE PROCEEDED SOUTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 29.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 21.00 FEET, A DELTA ANGLE OF 24 DEGREES 51 MINUTES 52 SECONDS, A CHORD BEARING OF SOUTH 29 DEGREES 31 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 9.04 FEET; THENCE PROCEEDED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 9.11 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 61.80 FEET, A DELTA ANGLE OF 36 DEGREES 27 MINUTES 08 SECONDS, A CHORD BEARING OF SOUTH 01 DEGREES 07 MINUTES 45 SECONDS WEST, AND A CHORD DISTANCE OF 38.66 FEET; THENCE PROCEEDED SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 39.32 FEET TO A POINT; THENCE PROCEEDED SOUTH 88 DEGREES 35 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 268.80 FEET TO A POINT; THENCE PROCEEDED NORTH 44 DEGREES 18 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 46.42 FEET TO THE POINT OF BEGINNING; THENCE PROCEEDED NORTH 44 DEGREES 18 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 20.90 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 153.00 FEET, A DELTA ANGLE OF 10 DEGREES 46 MINUTES 28 SECONDS, A CHORD BEARING OF NORTH 49 DEGREES 41 MINUTES 58 SECONDS EAST, AND A CHORD DISTANCE OF 28.73 FEET; THENCE PROCEEDED NORTHEASTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 28.77 FEET TO A POINT OF TANGENCY; THENCE PROCEEDED NORTH 55 DEGREES 05 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 191.94 FEET TO A POINT; THENCE PROCEEDED NORTH 65 DEGREES 39 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 25.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 7 DEGREES 03 MINUTES 56 SECONDS, A CHORD BEARING OF NORTH 69 DEGREES 11 MINUTES 24 SECONDS WEST, AND A CHORD DISTANCE OF 6.16 FEET; THENCE PROCEEDED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 6.17 FEET TO A POINT; THENCE PROCEEDED SOUTH 55 DEGREES 05 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 175.44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 10 DEGREES 46 MINUTES 28 SECONDS, A CHORD BEARING OF SOUTH 49 DEGREES 41 MINUTES 58 SECONDS WEST, AND A CHORD DISTANCE OF 33.80 FEET; THENCE PROCEEDED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 33.85 FEET TO A POINT OF TANGENCY; THENCE PROCEEDED SOUTH 44 DEGREES 18 MINUTES 43 SECONDS WEST, FOR A DISTANCE OF 45.99 FEET TO A POINT; THENCE PROCEEDED SOUTH 88 DEGREES 35 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 36.86 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.154 ACRES OF LAND.

TC-III LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 4 OF 27	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	18437-17		11/02/21	N/A		N/A
	PROPERTY ADDRESS:					ENCROACHMENTS:
	NINE MILE ROAD, PENSACOLA, FL					N/A
SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:			
N/A	JWC	N/A	RER			

# THE 52 COMMERCIAL CONDOMINIUM

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POINT OF COMMENCEMENT  
 NW CORNER OF SECTION 10, TOWNSHIP 1  
 SOUTH, RANGE 31 WEST, ESCAMBIA  
 COUNTY, FLORIDA

WEST NINE MILE ROAD (STATE  
 ROAD NO. 10, 200' RIGHT-OF-WAY)

S. R/W LINE

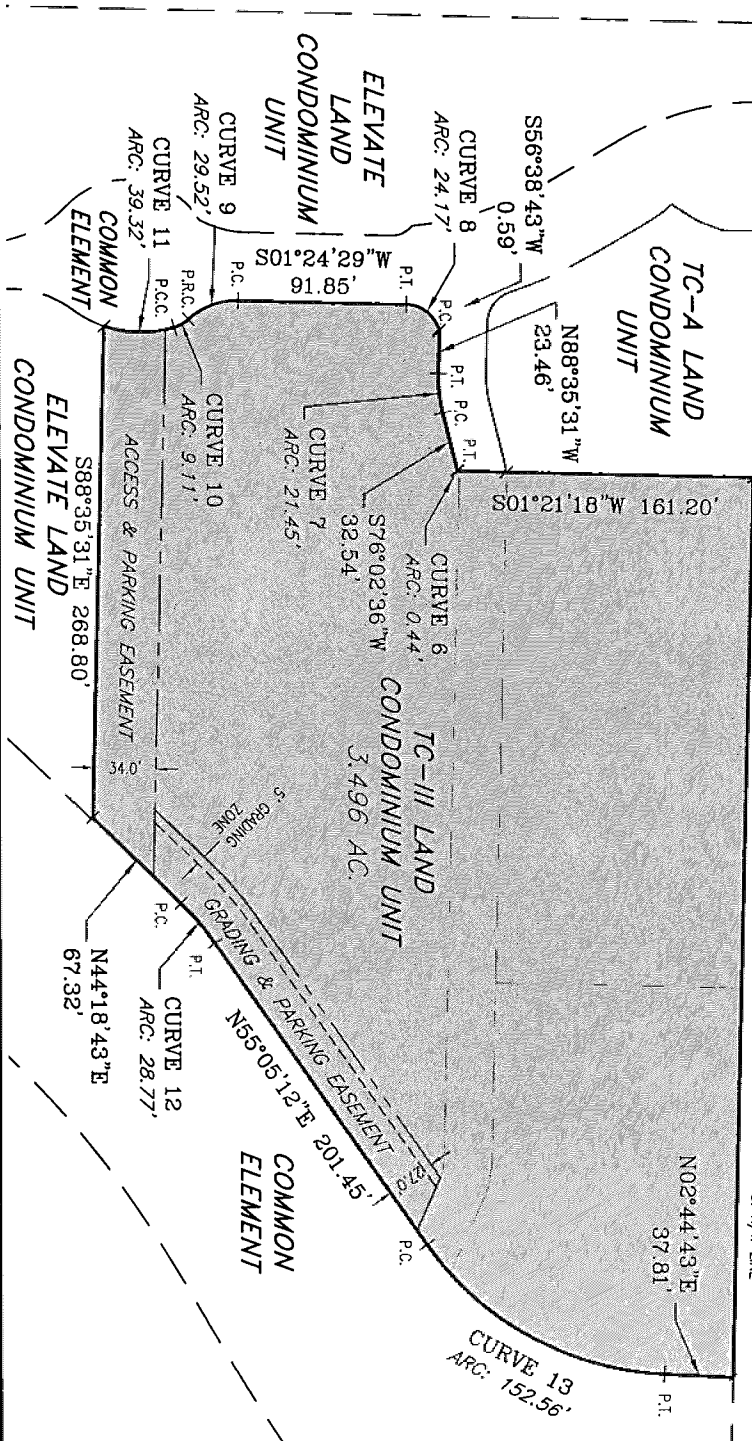
S88°35'18"E 317.73'

N88°35'18"W 492.53'

S. R/W LINE

E. LINE OF SECTION 9...  
 W. LINE OF SECTION 10...

COMMON ELEMENT



CURVE DATA					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
CURVE 6	30.00'	0.44'	0°50'07"	S76°27'39"W	0.44'
CURVE 7	80.00'	21.45'	15°21'54"	S83°45'33"W	21.39'
CURVE 8	18.71'	24.17'	73°59'46"	S38°07'10"W	22.52'
CURVE 9	39.00'	29.52'	43°22'11"	S20°16'36"E	28.82'
CURVE 10	21.00'	9.11'	24°51'52"	S29°31'45"E	9.04'
CURVE 11	61.80'	39.32'	36°27'08"	S01°07'45"W	38.66'
CURVE 12	153.00'	28.77'	10°46'28"	N49°41'58"E	28.73'
CURVE 13	167.00'	152.56'	52°20'28"	N28°54'58"E	147.31'

TC-III LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 5 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	APPROVED: RER
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:		
1"=100'	JWC	N/A			

# THE 52 COMMERCIAL CONDOMINIUM

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**LEGAL DESCRIPTION:**  
 PREPARED BY RUBEN SURVEYING & MAPPING  
 RD-1 LAND CONDOMINIUM UNIT

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY); THENCE PROCEED SOUTH 88 DEGREES 36 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 70.00 FEET TO A POINT; THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 537.08 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 88 DEGREES 34 MINUTES 09 SECONDS EAST, FOR A DISTANCE OF 40.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 186.74 FEET, A DELTA ANGLE OF 36 DEGREES 48 MINUTES 57 SECONDS, A CHORD BEARING OF NORTH 73 DEGREES 01 MINUTES 22 SECONDS EAST, AND A CHORD DISTANCE OF 117.94 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 119.99 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 15.50 FEET, A DELTA ANGLE OF 82 DEGREES 00 MINUTES 10 SECONDS, A CHORD BEARING OF SOUTH 84 DEGREES 23 MINUTES 01 SECONDS EAST, AND A CHORD DISTANCE OF 20.34 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 22.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 163.50 FEET, A DELTA ANGLE OF 18 DEGREES 10 MINUTES 14 SECONDS, A CHORD BEARING OF SOUTH 52 DEGREES 28 MINUTES 03 SECONDS EAST, AND A CHORD DISTANCE OF 51.63 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 51.85 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 61 DEGREES 33 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 97.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 111.50 FEET, A DELTA ANGLE OF 53 DEGREES 44 MINUTES 55 SECONDS, A CHORD BEARING OF SOUTH 34 DEGREES 40 MINUTES 43 SECONDS EAST, AND A CHORD DISTANCE OF 100.80 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 104.60 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 07 DEGREES 48 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 217.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 163.50 FEET, A DELTA ANGLE OF 20 DEGREES 28 MINUTES 21 SECONDS, A CHORD BEARING OF SOUTH 18 DEGREES 02 MINUTES 26 SECONDS EAST, AND A CHORD DISTANCE OF 58.11 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 58.42 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 28 DEGREES 16 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 274.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 386.50 FEET, A DELTA ANGLE OF 16 DEGREES 47 MINUTES 16 SECONDS, A CHORD BEARING OF SOUTH 19 DEGREES 52 MINUTES 58 SECONDS EAST, AND A CHORD DISTANCE OF 112.84 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 113.25 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 413.50 FEET, A DELTA ANGLE OF 06 DEGREES 03 MINUTES 26 SECONDS, A CHORD BEARING OF SOUTH 14 DEGREES 01 MINUTES 04 SECONDS EAST, AND A CHORD DISTANCE OF 36.49 FEET;

**LEGAL DESCRIPTION (CONTINUED):**

THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 36.50 FEET TO A POINT; THENCE PROCEED SOUTH 63 DEGREES 10 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 315.80 FEET TO A POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 311.50 FEET, A DELTA ANGLE OF 21 DEGREES 36 MINUTES 59 SECONDS WEST, AND A CHORD BEARING OF SOUTH 74 DEGREES 00 MINUTES 59 SECONDS WEST; THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 117.48 FEET TO A POINT; THENCE PROCEED SOUTH 17 DEGREES 48 MINUTES 46 SECONDS WEST, FOR A DISTANCE OF 529.95 FEET TO A POINT; THENCE PROCEED NORTH 83 DEGREES 18 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 45.76 FEET TO A POINT; THENCE PROCEED NORTH 77 DEGREES 52 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 18.20 FEET TO A POINT; THENCE PROCEED NORTH 01 DEGREES 25 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 1453.74 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 11.260 ACRES OF LAND.

TOGETHER WITH:

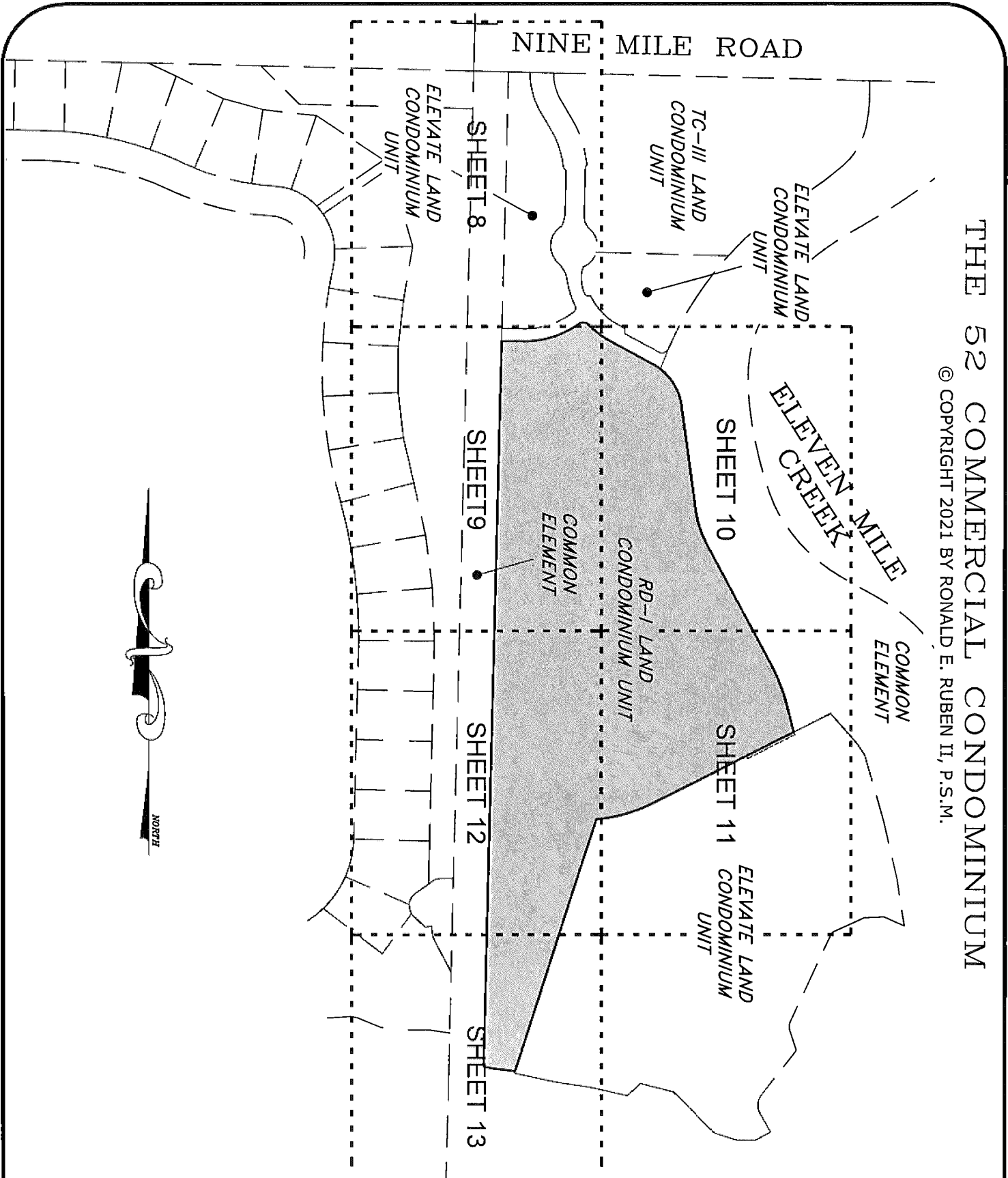
UNIT RD-1 ENCROACHMENT EASEMENT

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY); THENCE PROCEED SOUTH 88 DEGREES 36 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 70.00 FEET TO A POINT; THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 1990.83 FEET TO A POINT; THENCE PROCEED SOUTH 77 DEGREES 52 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 18.20 FEET TO A POINT; THENCE PROCEED SOUTH 83 DEGREES 18 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 45.76 FEET TO A POINT; THENCE PROCEED NORTH 17 DEGREES 48 MINUTES 46 SECONDS EAST, FOR A DISTANCE OF 529.95 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 311.50 FEET, A DELTA ANGLE OF 21 DEGREES 36 MINUTES 59 SECONDS EAST, AND A CHORD BEARING OF NORTH 74 DEGREES 00 MINUTES 59 SECONDS EAST; THENCE CONTINUE NORTH 63 DEGREES 10 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 105.00 FEET TO A POINT; THENCE PROCEED SOUTH 26 DEGREES 49 MINUTES 02 SECONDS EAST, FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE PROCEED SOUTH 63 DEGREES 10 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 105.00 FEET TO A POINT; THENCE PROCEED NORTH 83 DEGREES 18 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 45.76 FEET TO A POINT; THENCE PROCEED NORTH 77 DEGREES 52 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 18.20 FEET TO A POINT; THENCE PROCEED NORTH 01 DEGREES 25 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 1453.74 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 0.014 ACRES OF LAND.

RD-1 LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 6 OF 27
	18437-17	11/02/21	N/A	N/A	
<b>THE 52 COMMERCIAL CONDOMINIUM</b> A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
	N/A	JWC	N/A	RER	

THE 52 COMMERCIAL CONDOMINIUM

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RD-1 LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 7 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
1"=250'	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

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WEST NINE MILE ROAD  
(STATE ROAD NO. 10,  
200' RIGHT-OF-WAY)

**POINT OF COMMENCEMENT**  
NW CORNER OF SECTION 10, TOWNSHIP 1  
SOUTH, RANGE 31 WEST, ESCAMBIA  
COUNTY, FLORIDA

ELEVATE LAND  
CONDOMINIUM UNIT

COMMON  
ELEMENT

MATCH LINE - SEE SHEET 9

CURVE DATA					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C26	186.74'	119.99'	36°48'57"	N73°01'22"E	117.94'
C27	15.50'	22.18'	82°00'10"	S84°23'01"E	20.34'
C28	163.50'	51.85'	18°10'14"	S52°28'03"E	51.63'



501°25'51"W  
94.74'

S88°35'18"E  
70.00'

501°25'51"W 537.08'

S88°34'09"E  
40.99'

P.C.

C26

P.R.C.

C27

P.R.C.

C28

P.T.

RD-I LAND  
CONDOMINIUM UNIT

JOB NO.:  
18437-17

DRAWING DATE:  
11/02/21

FIELD BOOK:  
N/A

PAGE:  
N/A

**THE 52 COMMERCIAL CONDOMINIUM**  
A PORTION OF SECTION 10,  
TOWNSHIP 1 SOUTH, RANGE 31 WEST,  
ESCAMBIA COUNTY, FLORIDA

PROPERTY ADDRESS:

NINE MILE ROAD, PENSACOLA, FL

ENCROACHMENTS:

N/A

SCALE:  
1"=80'

DRAWN BY:  
JWC

PARTY CHIEF:  
N/A

APPROVED:  
RER

SHEET  
NUMBER:  
8 OF 27

THE 52 COMMERCIAL CONDOMINIUM

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RD-1 LAND  
CONDOMINIUM UNIT  
PARCEL 1  
11.260 AC.

POINT OF BEGINNING

COMMON ELEMENT

W. LINE OF SECTION 10...  
E. LINE OF SECTION 9...

N01°25'51"E 1453.74'

38°34'09"E  
40.99'

MATCH LINE - SEE SHEET 8

MATCH LINE - SEE SHEET 10

MATCH LINE - SEE SHEET 12



CURVE DATA

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C26	186.74'	119.99'	36°48'57"	N73°01'22"E	117.94'
C27	15.50'	22.18'	82°00'10"	S84°23'01"E	20.34'
C28	163.50'	51.85'	18°10'14"	S52°28'03"E	51.63'

RD-1 LAND  
CONDOMINIUM UNIT  
**THE 52 COMMERCIAL CONDOMINIUM**  
A PORTION OF SECTION 10,  
TOWNSHIP 1 SOUTH, RANGE 31 WEST,  
ESCAMBIA COUNTY, FLORIDA

JOB NO.: 18437-17	DRAWING DATE: 11/02/21	FIELD BOOK: N/A	PAGE: N/A
PROPERTY ADDRESS: NINE MILE ROAD, PENSACOLA, FL			ENCROACHMENTS: N/A
SCALE: 1"=80'	DRAWN BY: JWC	PARTY CHIEF: N/A	APPROVED: RER

SHEET NUMBER:  
9 OF 27

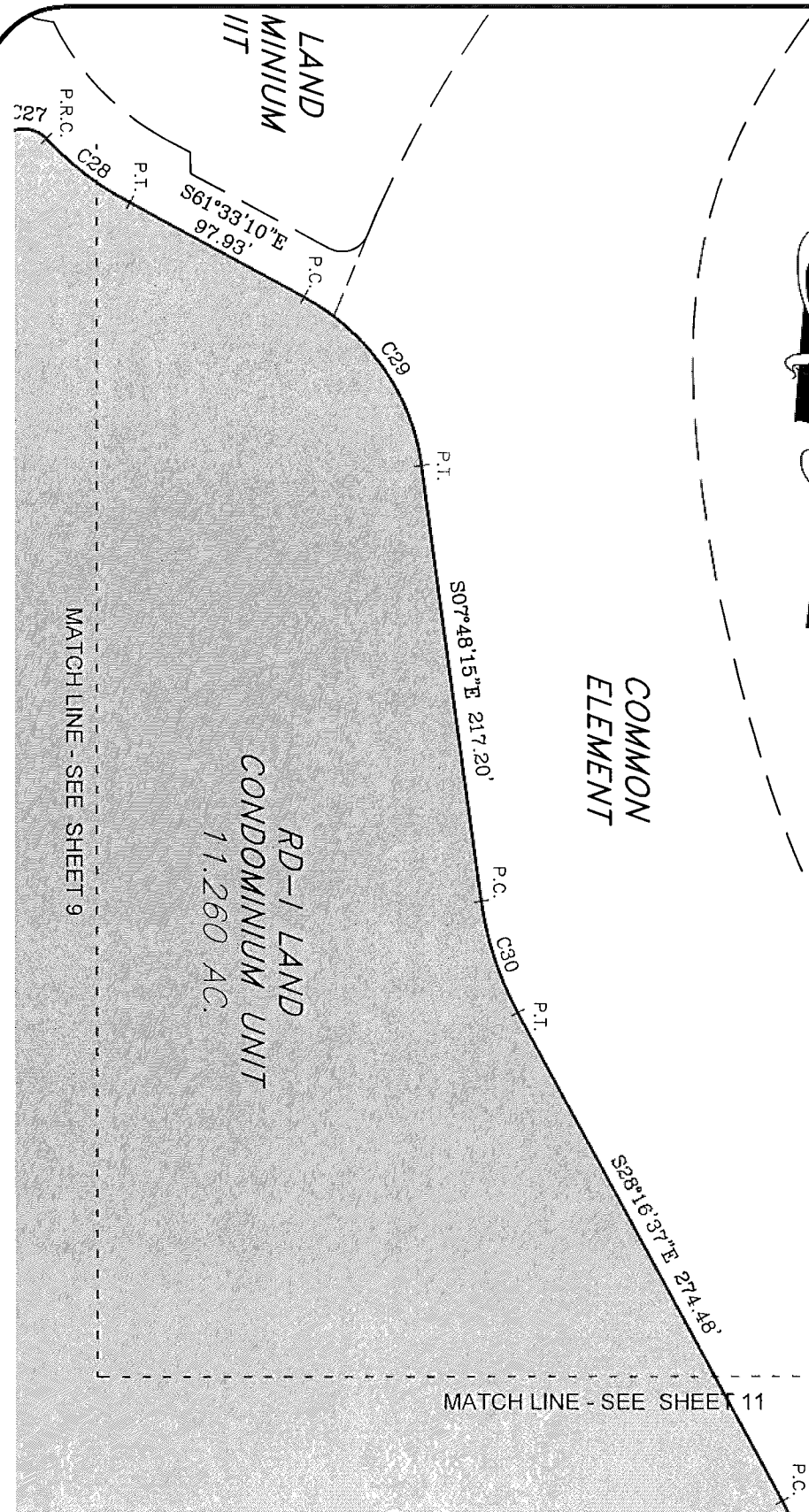
# THE 52 COMMERCIAL CONDOMINIUM

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CURVE DATA					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C27	15.50'	22.18'	82°00'10"	S84°23'01"E	20.34'
C28	163.50'	51.85'	18°10'14"	S52°28'03"E	51.63'
C29	111.50'	104.60'	53°44'55"	S34°40'43"E	100.80'
C30	163.50'	58.42'	20°28'21"	S18°02'26"E	58.11'



COMMON  
ELEMENT



MATCH LINE - SEE SHEET 9

MATCH LINE - SEE SHEET 11

RD-1 LAND  
CONDOMINIUM UNIT  
11.260 AC.

RD-1 LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 10 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:		
1"=80'	JWC	N/A	RER		

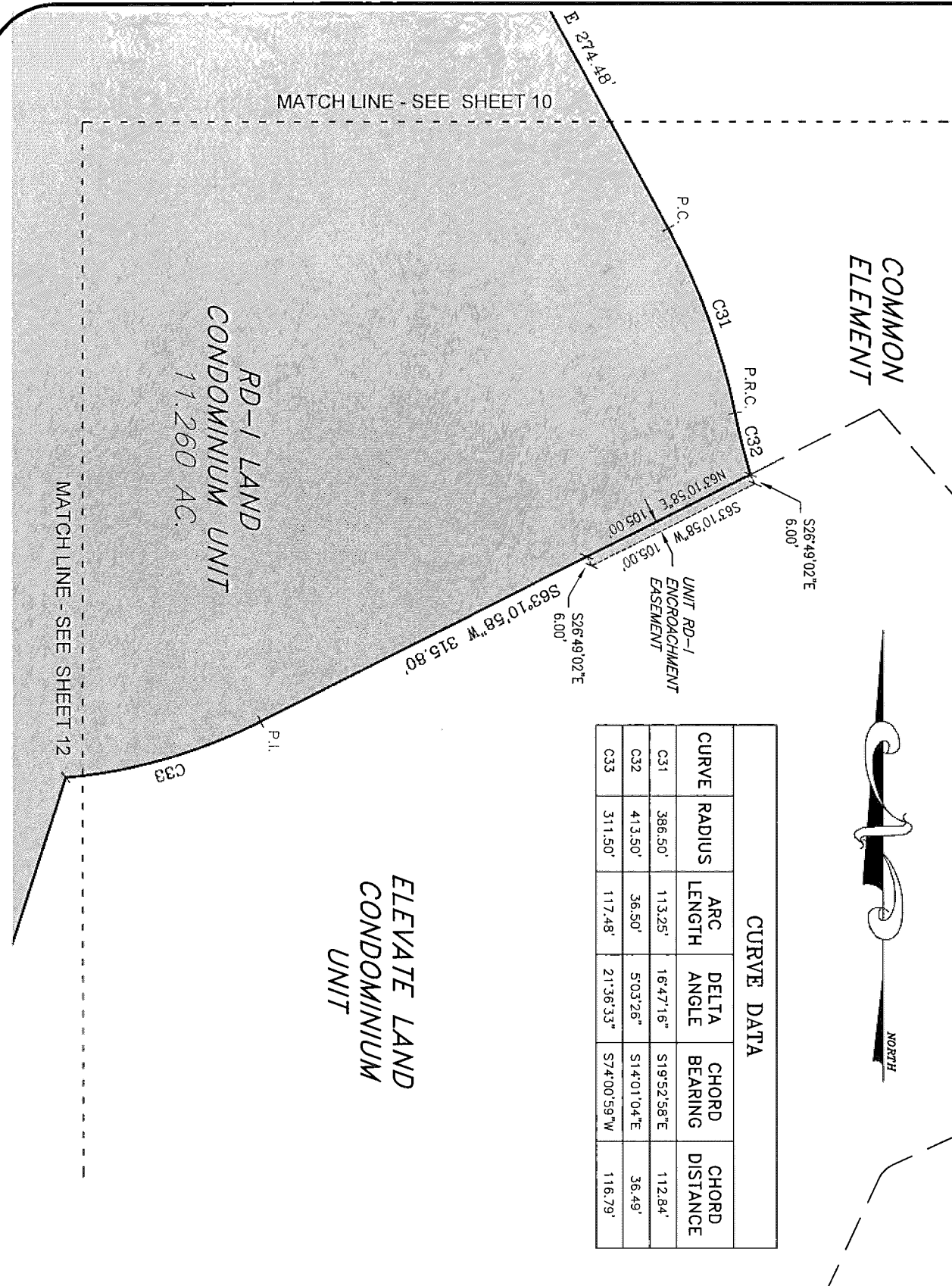
THE 52 COMMERCIAL CONDOMINIUM

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COMMON  
ELEMENT



CURVE DATA					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C31	386.50'	113.25'	16°47'16"	S19°52'58"E	112.84'
C32	413.50'	36.50'	5°03'26"	S14°01'04"E	36.49'
C33	311.50'	117.48'	21°36'33"	S74°00'59"W	116.79'



MATCH LINE - SEE SHEET 10

MATCH LINE - SEE SHEET 12

RD-I LAND  
CONDOMINIUM UNIT  
11.260 AC.

ELEVATE LAND  
CONDOMINIUM  
UNIT

RD-I LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 11 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
1"=80'	JWC	N/A	RER		



THE 52 COMMERCIAL CONDOMINIUM

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RD-1 LAND  
CONDOMINIUM UNIT  
11.260 AC.

MATCH LINE - SEE SHEET 11

MATCH LINE - SEE SHEET 9

N01°25'51"E 1453.74'

COMMON ELEMENT

W. LINE OF SECTION 10...  
E. LINE OF SECTION 9...



MATCH LINE - SEE SHEET 13

S17°48'46"W 529.95'

RD-1 LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 12 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
1"=80'	JWC	N/A	RER		

THE 52 COMMERCIAL CONDOMINIUM

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ELEVATE LAND  
CONDOMINIUM  
UNIT

RD-I LAND  
CONDOMINIUM UNIT  
11.260 AC.

COMMON  
ELEMENT

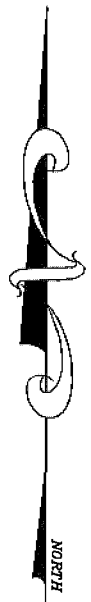
MATCH LINE - SEE SHEET 12

$S17^{\circ}48'46''W$  529.95'

$N77^{\circ}52'51''W$   
18.20'

$N83^{\circ}18'23''W$   
45.76'

W. LINE OF SECTION 10...  
E. LINE OF SECTION 9...



RD-I LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 13 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:		
1"=80'	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

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**LEGAL DESCRIPTION**

PREPARED BY RUBEN SURVEYING & MAPPING  
ELEVATE LAND CONDOMINIUM UNIT

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY). THENCE PROCEED SOUTH 88 DEGREES 35 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 512.08 FEET TO A POINT. THENCE PROCEED SOUTH 88 DEGREES 34 MINUTES 09 SECONDS EAST, FOR A DISTANCE OF 40.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 161.74 FEET, A DELTA ANGLE OF 38 DEGREES 48 MINUTES 07 SECONDS, A CHORD BEARING OF NORTH 72 DEGREES 01 MINUTES 48 SECONDS EAST, AND A CHORD DISTANCE OF 107.45 FEET. THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 109.54 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 10.50 FEET, A DELTA ANGLE OF 79 DEGREES 21 MINUTES 29 SECONDS, A CHORD BEARING OF NORTH 12 DEGREES 57 MINUTES 00 SECONDS EAST, AND A CHORD DISTANCE OF 13.41 FEET. THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 14.54 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 163.50 FEET, A DELTA ANGLE OF 18 DEGREES 35 MINUTES 32 SECONDS, A CHORD BEARING OF NORTH 17 DEGREES 25 MINUTES 58 SECONDS WEST, AND A CHORD DISTANCE OF 52.82 FEET. THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 53.05 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 58.50 FEET, A DELTA ANGLE OF 39 DEGREES 18 MINUTES 27 SECONDS, A CHORD BEARING OF NORTH 27 DEGREES 47 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 39.35 FEET. THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 40.13 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 46.28 FEET, A DELTA ANGLE OF 106 DEGREES 00 MINUTES 17 SECONDS, A CHORD BEARING OF NORTH 05 DEGREES 33 MINUTES 29 SECONDS EAST, AND A CHORD DISTANCE OF 73.92 FEET. THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 85.62 FEET TO A POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 58.50 FEET, A DELTA ANGLE OF 26 DEGREES 26 MINUTES 02 SECONDS, A CHORD BEARING OF NORTH 14 DEGREES 38 MINUTES 52 SECONDS EAST, AND A CHORD DISTANCE OF 26.75 FEET. THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 26.99 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 01 DEGREES 25 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 79.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS

**LEGAL DESCRIPTION (CONTINUED)**

OF 13.50 FEET, A DELTA ANGLE OF 54 DEGREES 23 MINUTES 35 SECONDS, A CHORD BEARING OF NORTH 25 DEGREES 45 MINUTES 56 SECONDS WEST, AND A CHORD DISTANCE OF 12.34 FEET. THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 12.82 FEET TO A POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 176.50 FEET, A DELTA ANGLE OF 25 DEGREES 19 MINUTES 57 SECONDS, A CHORD BEARING OF NORTH 17 DEGREES 45 MINUTES 04 SECONDS WEST, AND A CHORD DISTANCE OF 77.40 FEET. THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 78.04 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 30 DEGREES 25 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 45.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 148.50 FEET, A DELTA ANGLE OF 31 DEGREES 30 MINUTES 30 SECONDS, A CHORD BEARING OF NORTH 14 DEGREES 39 MINUTES 47 SECONDS WEST, AND A CHORD DISTANCE OF 80.64 FEET. THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 81.66 FEET TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD. THENCE PROCEED NORTH 88 DEGREES 35 MINUTES 18 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 42.90 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 1.203 ACRES OF LAND.

AND ALSO:  
COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY). THENCE PROCEED SOUTH 88 DEGREES 35 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 70.00 FEET TO A POINT. THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 512.08 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 00 DEGREES 50 MINUTES 07 SECONDS, A CHORD BEARING OF SOUTH 76 DEGREES 27 MINUTES 39 SECONDS WEST, AND A CHORD DISTANCE OF 0.44 FEET. THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 0.44 FEET TO A POINT OF TANGENCY. THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 0.44 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 76 DEGREES 02 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 32.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 15 DEGREES 21 MINUTES 54 SECONDS, A CHORD BEARING OF SOUTH 83 DEGREES 43 MINUTES 33 SECONDS WEST, AND A CHORD DISTANCE OF 21.39 FEET. THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 21.45 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 88 DEGREES 35 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 23.46 FEET TO A POINT. THENCE PROCEED SOUTH 56 DEGREES 38 MINUTES 43 SECONDS WEST, FOR A DISTANCE OF 0.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 18.71 FEET, A DELTA ANGLE OF 73 DEGREES 59 MINUTES 46 SECONDS, A CHORD BEARING OF SOUTH 38 DEGREES 07 MINUTES 10 SECONDS WEST, AND A CHORD DISTANCE OF 22.52 FEET. THENCE PROCEED SOUTHWESTERLY ALONG

<b>ELEVATE LAND CONDOMINIUM UNIT</b>	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	<b>SHEET NUMBER: 14 OF 27</b>
	18437-17	11/02/21	N/A	N/A	
<b>THE 52 COMMERCIAL CONDOMINIUM</b>	PROPERTY ADDRESS:			ENCROACHMENTS:	
A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
	N/A	JWC	N/A	RER	

# THE 52 COMMERCIAL CONDOMINIUM

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**LEGAL DESCRIPTION (CONTINUED FROM PREVIOUS SHEET)**

THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 24.17 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 01 DEGREES 24 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 91.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 39.00 FEET, A DELTA ANGLE OF 43 DEGREES 22 MINUTES 11 SECONDS, A CHORD BEARING OF SOUTH 20 DEGREES 16 MINUTES 36 SECONDS EAST, AND A CHORD DISTANCE OF 28.82 FEET. THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 29.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 21.00 FEET, A DELTA ANGLE OF 24 DEGREES 51 MINUTES 52 SECONDS, A CHORD BEARING OF SOUTH 29 DEGREES 31 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 9.04 FEET. THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 9.11 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 61.80 FEET, A DELTA ANGLE OF 36 DEGREES 27 MINUTES 08 SECONDS, A CHORD BEARING OF SOUTH 01 DEGREES 07 MINUTES 45 SECONDS WEST, AND A CHORD DISTANCE OF 38.66 FEET. THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 39.32 FEET TO THE POINT OF BEGINNING. SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 61.80 FEET, A DELTA ANGLE OF 16 DEGREES 06 MINUTES 14 SECONDS, A CHORD BEARING OF SOUTH 27 DEGREES 24 MINUTES 26 SECONDS WEST, AND A CHORD DISTANCE OF 17.31 FEET. THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 17.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 57.31 FEET, A DELTA ANGLE OF 52 DEGREES 04 MINUTES 28 SECONDS, A CHORD BEARING OF SOUTH 12 DEGREES 42 MINUTES 23 SECONDS WEST, AND A CHORD DISTANCE OF 50.31 FEET. THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 52.08 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 136.00 FEET, A DELTA ANGLE OF 8 DEGREES 27 MINUTES 14 SECONDS, A CHORD BEARING OF SOUTH 17 DEGREES 33 MINUTES 28 SECONDS EAST, AND A CHORD DISTANCE OF 20.34 FEET. THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 20.36 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 6.00 FEET, A DELTA ANGLE OF 60 DEGREES 10 MINUTES 45 SECONDS, A CHORD BEARING OF SOUTH 51 DEGREES 52 MINUTES 28 SECONDS EAST, AND A CHORD DISTANCE OF 6.02 FEET. THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 6.30 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 81 DEGREES 57 MINUTES 50 SECONDS EAST, FOR A DISTANCE OF 7.24 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 129.00 FEET, A DELTA ANGLE OF 35 DEGREES 52 MINUTES 32 SECONDS, A CHORD BEARING OF SOUTH 43 DEGREES 38 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 79.46 FEET. THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 80.77 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 61 DEGREES 34 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 72.35 FEET TO A POINT. THENCE PROCEED SOUTH 16 DEGREES 34 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 10.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5.50 FEET, A DELTA ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS, A CHORD BEARING OF SOUTH 39 DEGREES 04 MINUTES 32 SECONDS EAST, AND A CHORD DISTANCE OF 4.21 FEET. THENCE

**LEGAL DESCRIPTION (CONTINUED)**

PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 4.32 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 61 DEGREES 53 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 15.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 88 DEGREES 51 MINUTES 54 SECONDS, A CHORD BEARING OF NORTH 67 DEGREES 58 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 21.00 FEET. THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 23.26 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 24 DEGREES 03 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 111.24 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 162.00 FEET, A DELTA ANGLE OF 20 DEGREES 15 MINUTES 20 SECONDS, A CHORD BEARING OF NORTH 34 DEGREES 11 MINUTES 03 SECONDS EAST, AND A CHORD DISTANCE OF 56.97 FEET. THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 57.27 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 44 DEGREES 18 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 52.69 FEET TO A POINT. THENCE PROCEED NORTH 88 DEGREES 35 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 270.17 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.792 ACRES OF LAND.

AND ALSO:  
 COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY). THENCE PROCEED SOUTH 86 DEGREES 35 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 70.00 FEET TO A POINT. THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 1990.83 FEET TO A POINT. THENCE PROCEED SOUTH 77 DEGREES 52 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 18.20 FEET TO A POINT. THENCE PROCEED SOUTH 83 DEGREES 18 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 45.76 FEET TO THE POINT OF BEGINNING. THENCE PROCEED NORTH 17 DEGREES 48 MINUTES 46 SECONDS EAST, FOR A DISTANCE OF 529.95 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 311.50 FEET, A DELTA ANGLE OF 21 DEGREES 36 MINUTES 33 SECONDS, A CHORD BEARING OF NORTH 74 DEGREES 00 MINUTES 59 SECONDS EAST, AND A CHORD DISTANCE OF 116.79 FEET. THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 117.48 FEET TO A POINT. THENCE PROCEED NORTH 63 DEGREES 10 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 398.65 FEET TO A POINT. THENCE PROCEED SOUTH 40 DEGREES 49 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 77.02 FEET TO A POINT. THENCE PROCEED SOUTH 34 DEGREES 36 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 29.08 FEET TO A POINT. THENCE PROCEED SOUTH 15 DEGREES 54 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 141.61 FEET TO A POINT. THENCE PROCEED SOUTH 12 DEGREES 57 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 116.40 FEET TO A POINT. THENCE PROCEED SOUTH 08 DEGREES 56 MINUTES 18 SECONDS EAST, FOR A

ELEVATE LAND CONDOMINIUM UNIT  <b>THE 52 COMMERCIAL CONDOMINIUM</b> A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 15 OF 27
	18437-17	11/02/21	N/A	N/A	
	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
	N/A	JWC	N/A	RER	

# THE 52 COMMERCIAL CONDOMINIUM

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**LEGAL DESCRIPTION (CONTINUED FROM PREVIOUS SHEET)**

DISTANCE OF 95.33 FEET TO A POINT; THENCE PROCEED NORTH 65 DEGREES 57 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 44.66 FEET TO A POINT; THENCE PROCEED SOUTH 87 DEGREES 30 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 39.49 FEET TO A POINT; THENCE PROCEED NORTH 88 DEGREES 29 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 68.17 FEET TO A POINT; THENCE PROCEED SOUTH 04 DEGREES 57 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 38.93 FEET TO A POINT; THENCE PROCEED SOUTH 24 DEGREES 22 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 8.48 FEET TO A POINT; THENCE PROCEED SOUTH 03 DEGREES 16 MINUTES 43 SECONDS WEST, FOR A DISTANCE OF 71.61 FEET TO A POINT; THENCE PROCEED SOUTH 11 DEGREES 23 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 49.45 FEET TO A POINT; THENCE PROCEED SOUTH 15 DEGREES 59 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 71.13 FEET TO A POINT; THENCE PROCEED SOUTH 20 DEGREES 02 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 28.86 FEET TO A POINT; THENCE PROCEED SOUTH 23 DEGREES 04 MINUTES 13 SECONDS WEST, FOR A DISTANCE OF 21.41 FEET TO A POINT; THENCE PROCEED SOUTH 28 DEGREES 59 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 134.96 FEET TO A POINT; THENCE PROCEED SOUTH 29 DEGREES 29 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 6.74 FEET TO A POINT; THENCE PROCEED SOUTH 04 DEGREES 31 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 13.31 FEET TO A POINT; THENCE PROCEED SOUTH 26 DEGREES 19 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 11.01 FEET TO A POINT; THENCE PROCEED SOUTH 31 DEGREES 01 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 4.33 FEET TO A POINT; THENCE PROCEED SOUTH 60 DEGREES 12 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 31.36 FEET TO A POINT; THENCE PROCEED NORTH 88 DEGREES 23 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 38.37 FEET TO A POINT; THENCE PROCEED NORTH 71 DEGREES 36 MINUTES 57 SECONDS WEST, FOR A DISTANCE OF 46.45 FEET TO A POINT; THENCE PROCEED NORTH 47 DEGREES 04 MINUTES 46 SECONDS WEST, FOR A DISTANCE OF 28.96 FEET TO A POINT; THENCE PROCEED NORTH 43 DEGREES 19 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 22.85 FEET TO A POINT; THENCE PROCEED NORTH 44 DEGREES 14 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 58.47 FEET TO A POINT; THENCE PROCEED NORTH 86 DEGREES 04 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 0.98 FEET TO A POINT; THENCE PROCEED NORTH 43 DEGREES 18 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 5.01 FEET TO A POINT; THENCE PROCEED NORTH 76 DEGREES 00 MINUTES 53 SECONDS WEST, FOR A DISTANCE OF 68.23 FEET TO A POINT; THENCE PROCEED SOUTH 46 DEGREES 37 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 35.65 FEET TO A POINT; THENCE PROCEED NORTH 77 DEGREES 00 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 79.04 FEET TO A POINT; THENCE PROCEED NORTH 81 DEGREES 48 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 58.53 FEET TO A POINT; THENCE PROCEED NORTH 77 DEGREES 52 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 91.71 FEET TO A POINT; THENCE PROCEED NORTH 17 DEGREES 48 MINUTES 46 SECONDS EAST, FOR A DISTANCE OF 4.35 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 8.840 ACRES OF LAND.

**LEGAL DESCRIPTION (CONTINUED)**

SUBJECT TO:  
UNIT RD-1 ENCRACHMENT EASEMENT  
COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY); THENCE PROCEED SOUTH 88 DEGREES 35 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 70.00 FEET TO A POINT; THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 190.83 FEET TO A POINT; THENCE PROCEED SOUTH 77 DEGREES 52 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 18.20 FEET TO A POINT; THENCE PROCEED SOUTH 83 DEGREES 18 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 45.76 FEET TO A POINT; THENCE PROCEED NORTH 17 DEGREES 48 MINUTES 46 SECONDS EAST, FOR A DISTANCE OF 529.95 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 311.50 FEET, A DELTA ANGLE OF 21 DEGREES 36 MINUTES 33 SECONDS, A CHORD BEARING OF NORTH 74 DEGREES 00 MINUTES 59 SECONDS EAST, AND A CHORD DISTANCE OF 116.79 FEET; THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE, FOR AN ARC DISTANCE OF 117.48 FEET TO A POINT; THENCE PROCEED NORTH 63 DEGREES 10 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 210.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 63 DEGREES 10 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 105.00 FEET TO A POINT; THENCE PROCEED SOUTH 26 DEGREES 49 MINUTES 02 SECONDS EAST, FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE PROCEED SOUTH 63 DEGREES 10 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 105.00 FEET TO A POINT; THENCE PROCEED NORTH 26 DEGREES 49 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 0.014 ACRES OF LAND.

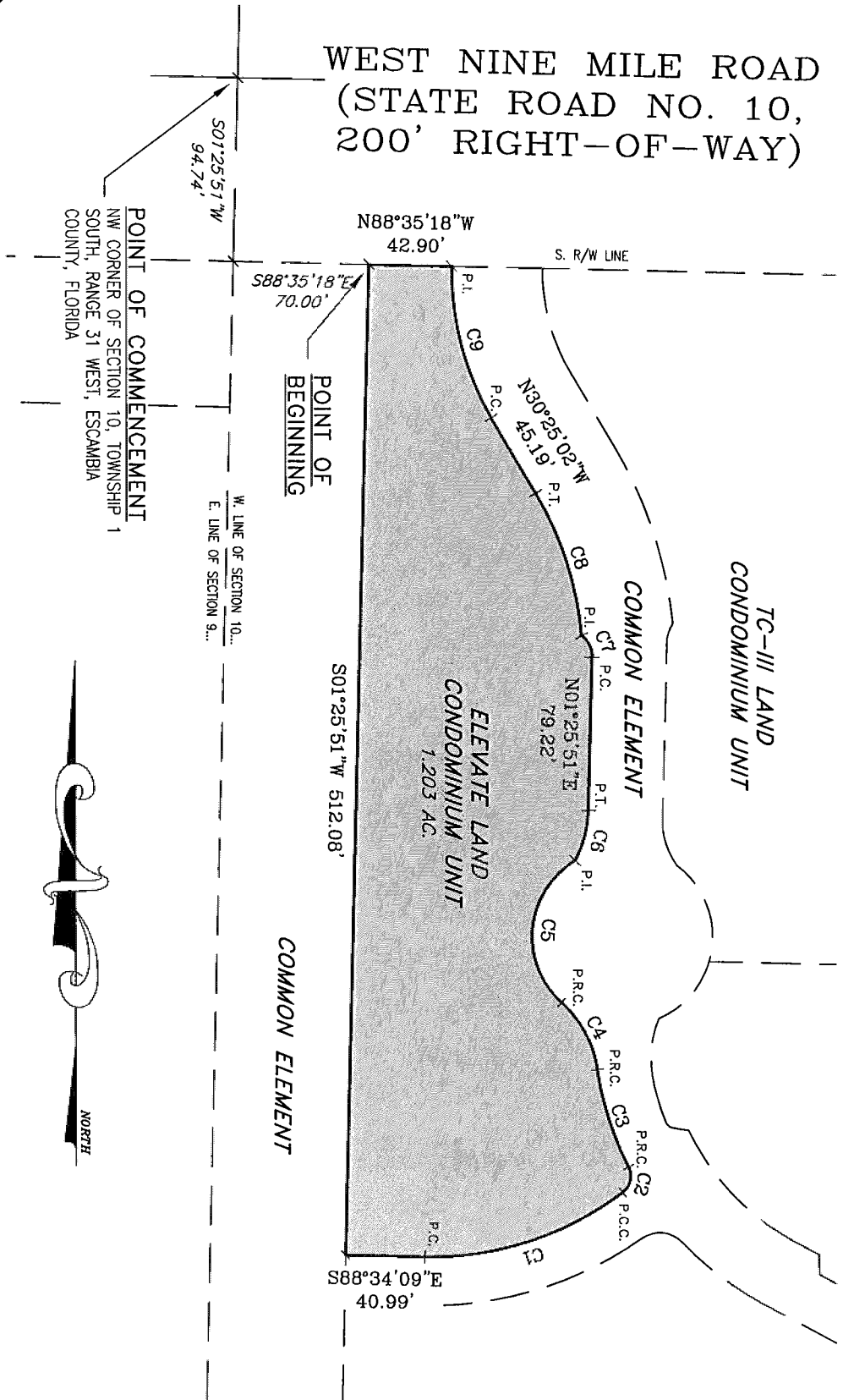
<b>ELEVATE LAND CONDOMINIUM UNIT</b>	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	<b>SHEET NUMBER: 16 OF 27</b>
	18437-17	11/02/21	N/A	N/A	
<b>THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA</b>	PROPERTY ADDRESS:			<b>ENCROACHMENTS:</b>	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
N/A	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

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### CURVE DATA

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE	CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C1	161.74'	109.54'	38°48'07"	N72°01'48"E	107.45'	C6	58.50'	26.99'	26°26'02"	N14°38'52"E	26.75'
C2	10.50'	14.54'	79°21'29"	N12°57'00"E	13.41'	C7	13.50'	12.82'	54°23'35"	N25°45'56"W	12.34'
C3	163.50'	53.05'	18°35'32"	N17°25'58"W	52.82'	C8	176.50'	78.04'	25°19'57"	N17°45'04"W	77.40'
C4	58.50'	40.13'	39°18'27"	N27°47'28"W	39.35'	C9	148.50'	81.66'	31°30'30"	N14°39'47"W	80.64'
C5A	48.28'	85.62'	106°00'17"	N05°33'29"E	73.92'						



POINT OF COMMENCEMENT  
NW CORNER OF SECTION 10, TOWNSHIP 1  
SOUTH, RANGE 31 WEST, ESCAMBIA  
COUNTY, FLORIDA

POINT OF BEGINNING



<b>ELEVATE LAND CONDOMINIUM UNIT</b>	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	<b>SHEET NUMBER:</b>
	18437-17	11/02/21	N/A	N/A	
<b>THE 52 COMMERCIAL CONDOMINIUM</b> A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	17 OF 27
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
1"=50'	JWC	N/A	RER		

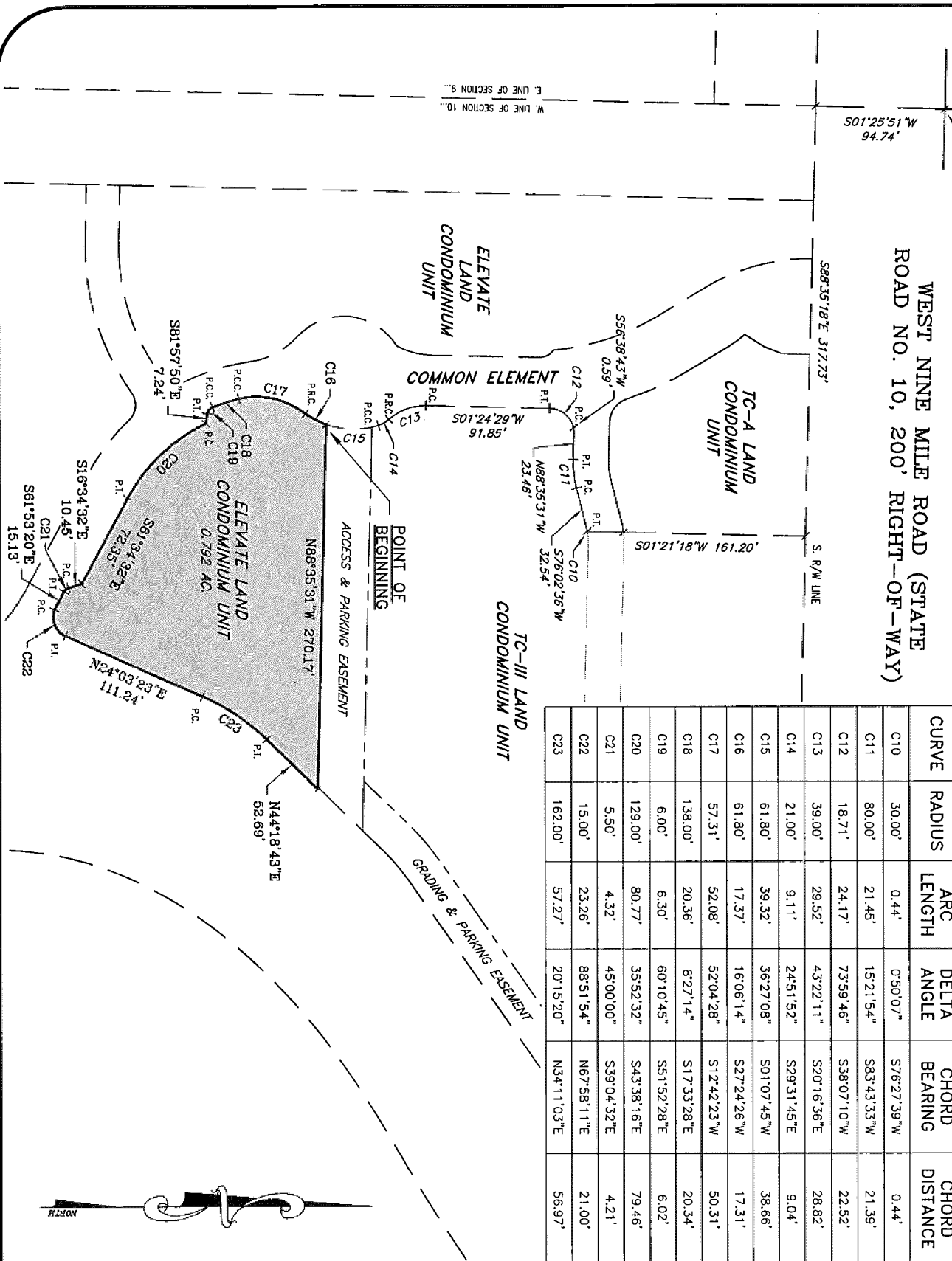
# THE 52 COMMERCIAL CONDOMINIUM

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POINT OF COMMENCEMENT  
NW CORNER OF SECTION 10, TOWNSHIP 1 SOUTH,  
RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

WEST NINE MILE ROAD (STATE  
ROAD NO. 10, 200' RIGHT-OF-WAY)

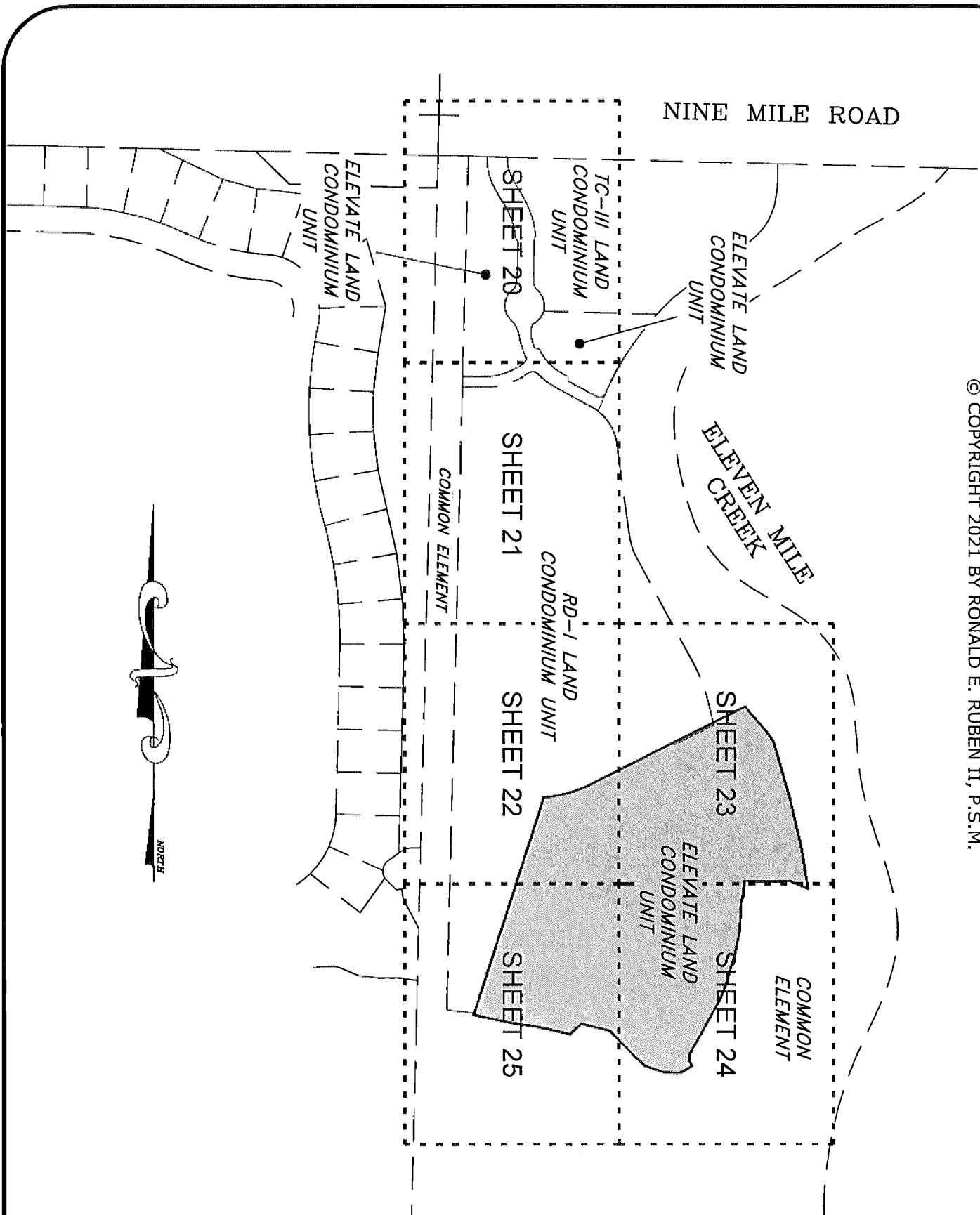
CURVE DATA - FIRST "AND ALSO" PARCEL					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C10	30.00'	0.44'	0°50'07"	S76°27'39"W	0.44'
C11	80.00'	21.45'	15°21'54"	S83°43'33"W	21.39'
C12	18.71'	24.17'	73°59'46"	S38°07'10"W	22.52'
C13	39.00'	29.52'	43°22'11"	S20°16'36"E	28.82'
C14	21.00'	9.11'	24°51'52"	S29°31'45"E	9.04'
C15	61.80'	39.32'	36°27'08"	S01°07'45"W	38.66'
C16	61.80'	17.37'	16°06'14"	S27°24'26"W	17.31'
C17	57.31'	52.08'	52°04'28"	S12°42'23"W	50.31'
C18	138.00'	20.36'	8°27'14"	S17°33'28"E	20.34'
C19	6.00'	6.30'	60°10'45"	S51°52'28"E	6.02'
C20	129.00'	80.77'	35°52'32"	S43°38'16"E	79.46'
C21	5.50'	4.32'	45°00'00"	S39°04'32"E	4.21'
C22	15.00'	23.26'	88°51'54"	N67°58'11"E	21.00'
C23	162.00'	57.27'	20°15'20"	N34°11'03"E	56.97'



ELEVATE LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 18 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
1"=100'	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

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ELEVATE LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 19 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
1"=300'	JWC	N/A	RER		



THE 52 COMMERCIAL CONDOMINIUM

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WEST NINE MILE ROAD (STATE ROAD NO. 10, 200' RIGHT-OF-WAY)

S. R/W LINE

TC-III LAND  
CONDOMINIUM UNIT

ELEVATE LAND  
CONDOMINIUM UNIT

COMMON  
ELEMENT

ELEVATE LAND  
CONDOMINIUM UNIT

COMMON ELEMENT

MATCH LINE - SEE SHEET 21

W. LINE OF SECTION 10...  
E. LINE OF SECTION 9...

S01°25'51"W 1990.83'

S88°35'18"E  
70.00'

S01°25'51"W  
94.74'

POINT OF COMMENCEMENT  
NW CORNER OF SECTION 10, TOWNSHIP 1  
SOUTH, RANGE 31 WEST, ESCAMBIA  
COUNTY, FLORIDA



ELEVATE LAND  
CONDOMINIUM UNIT

**THE 52 COMMERCIAL CONDOMINIUM**  
A PORTION OF SECTION 10,  
TOWNSHIP 1 SOUTH, RANGE 31 WEST,  
ESCAMBIA COUNTY, FLORIDA

JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:
18437-17	11/02/21	N/A	N/A
PROPERTY ADDRESS:			ENCROACHMENTS:
NINE MILE ROAD, PENSACOLA, FL			N/A
SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:
1"=80'	JWC	N/A	RER

SHEET  
NUMBER:  
20 OF 27

THE 52 COMMERCIAL CONDOMINIUM

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ELEVATE LAND  
CONDOMINIUM  
UNIT

MATCH LINE - SEE SHEET 20

RD-1 LAND  
CONDOMINIUM  
UNIT

COMMON ELEMENT

S01°25'51"W 1990.83'

W. LINE OF SECTION 10...  
E. LINE OF SECTION 9...

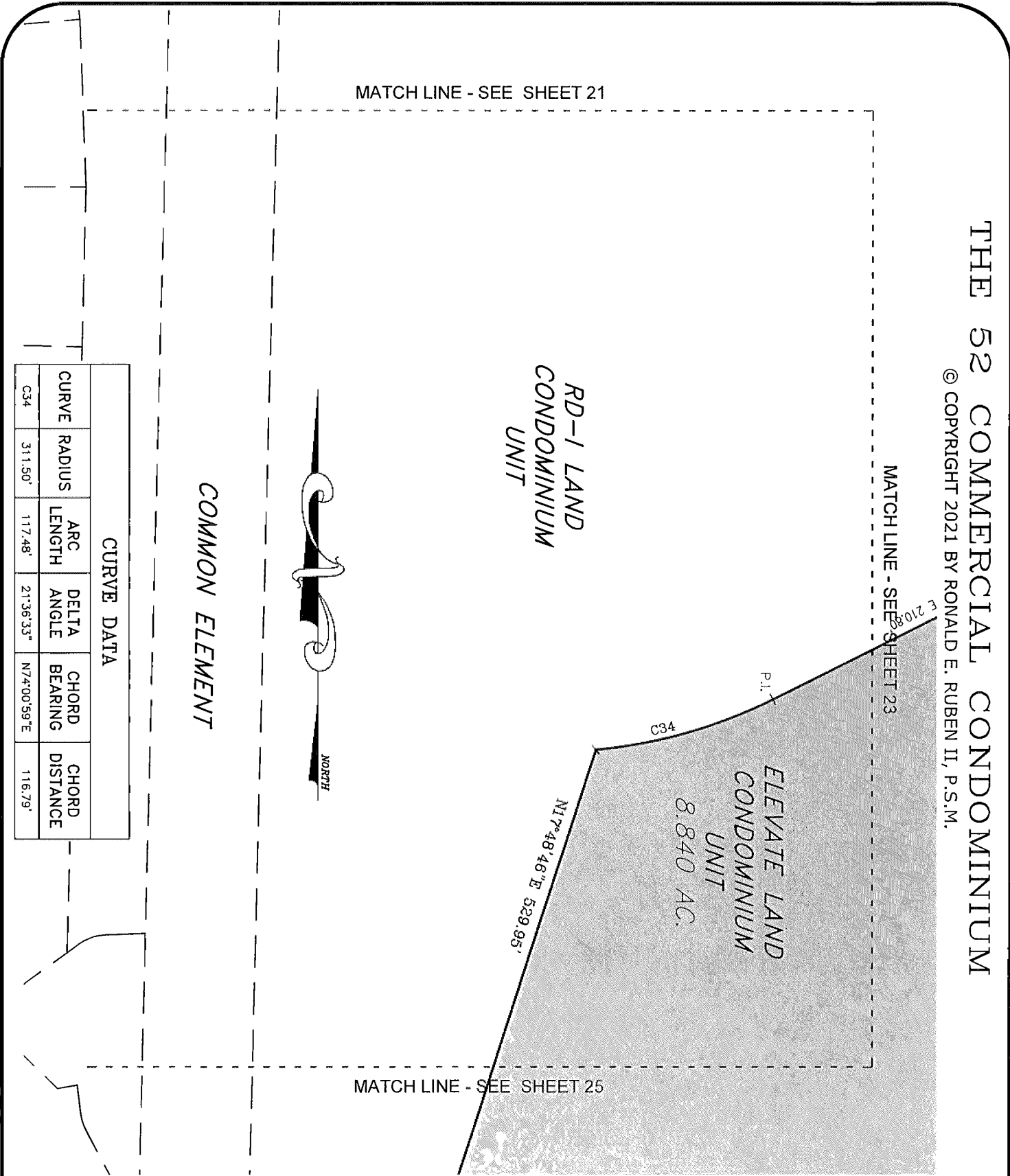


MATCH LINE - SEE SHEET 22

ELEVATE LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 21 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:		
1"=80'	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

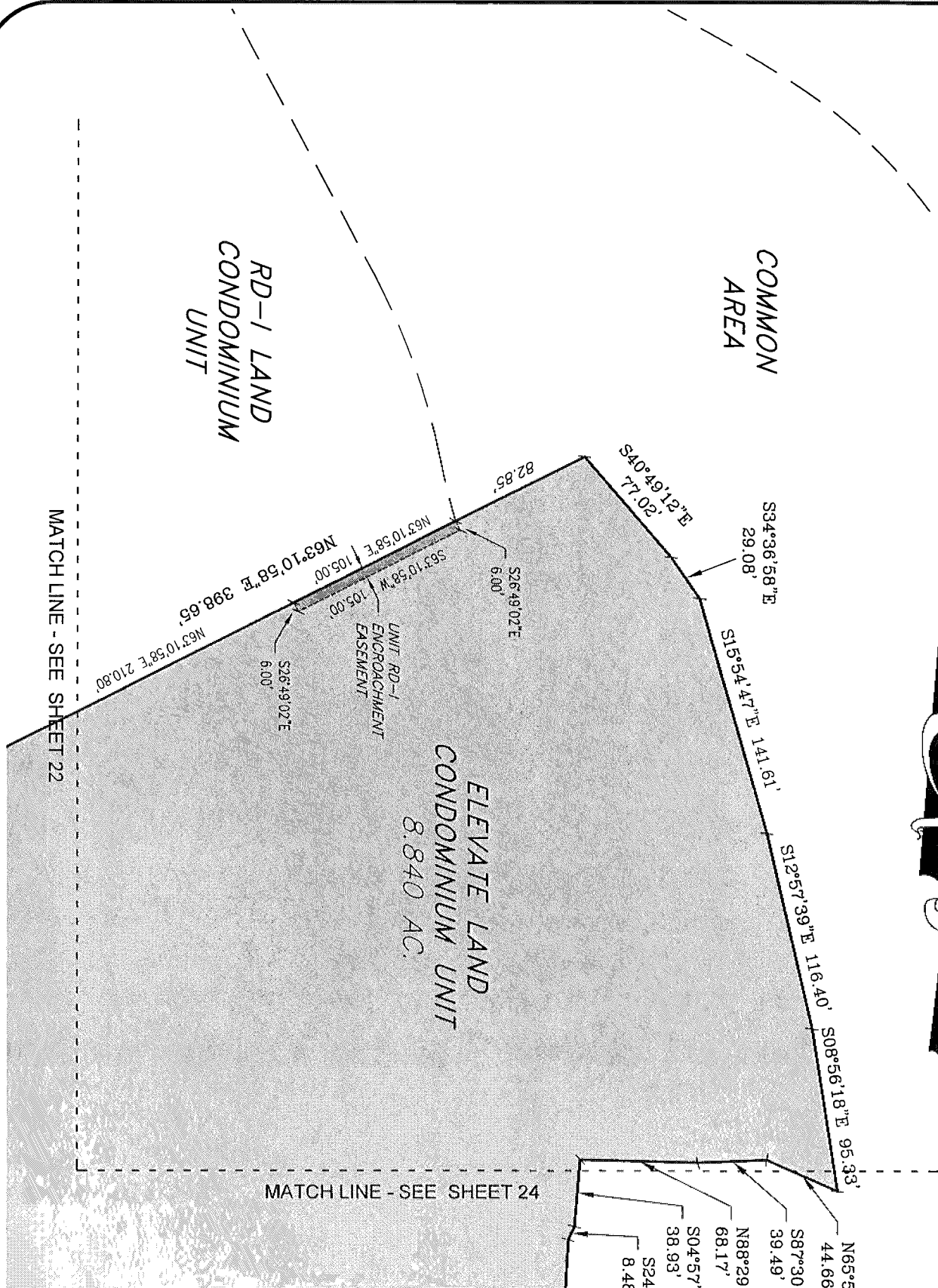
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ELEVATE LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 22 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:		
1"=80'	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

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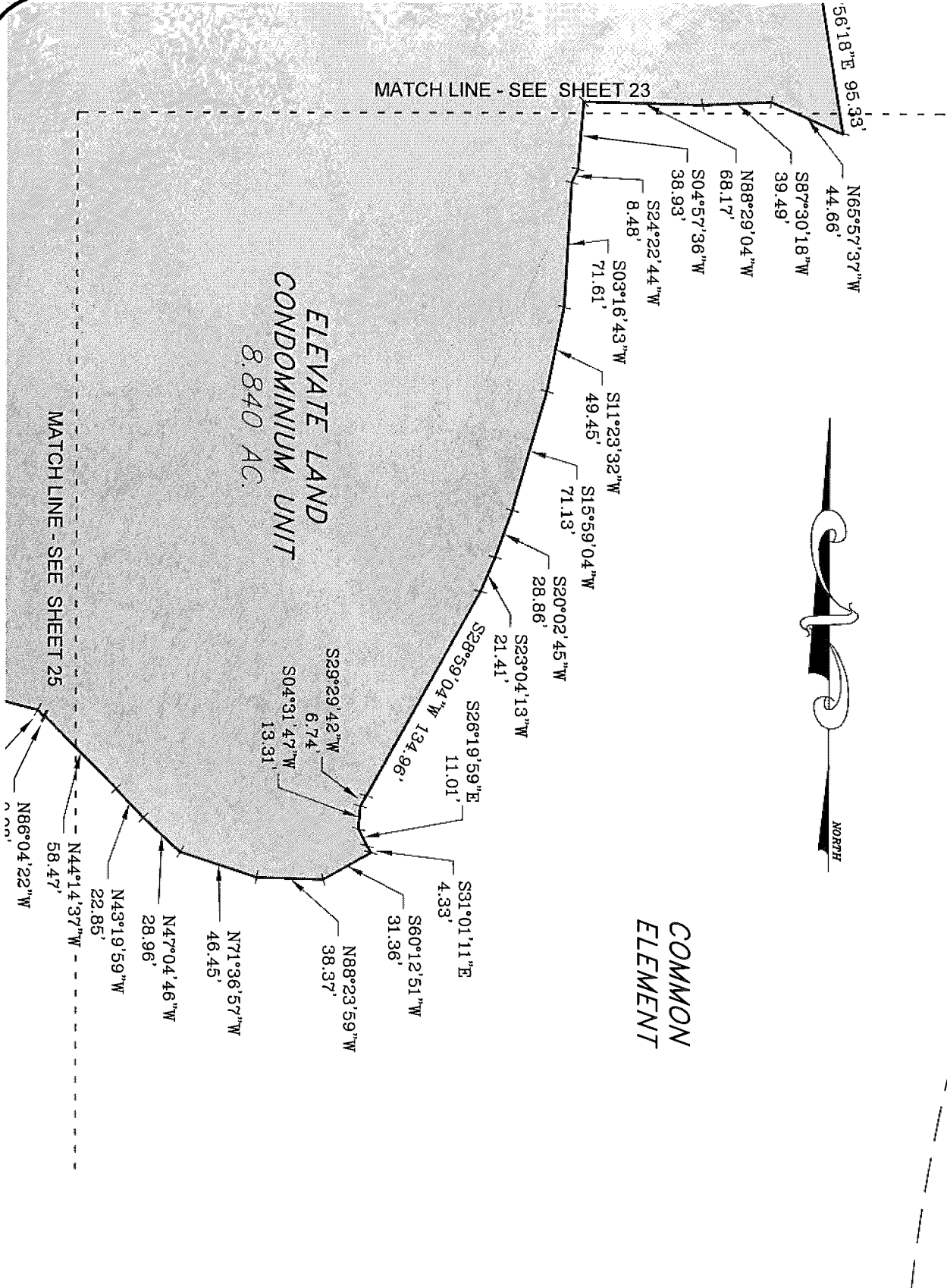
MATCH LINE - SEE SHEET 22

MATCH LINE - SEE SHEET 24

ELEVATE LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 23 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	APPROVED:
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
1"=80'	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

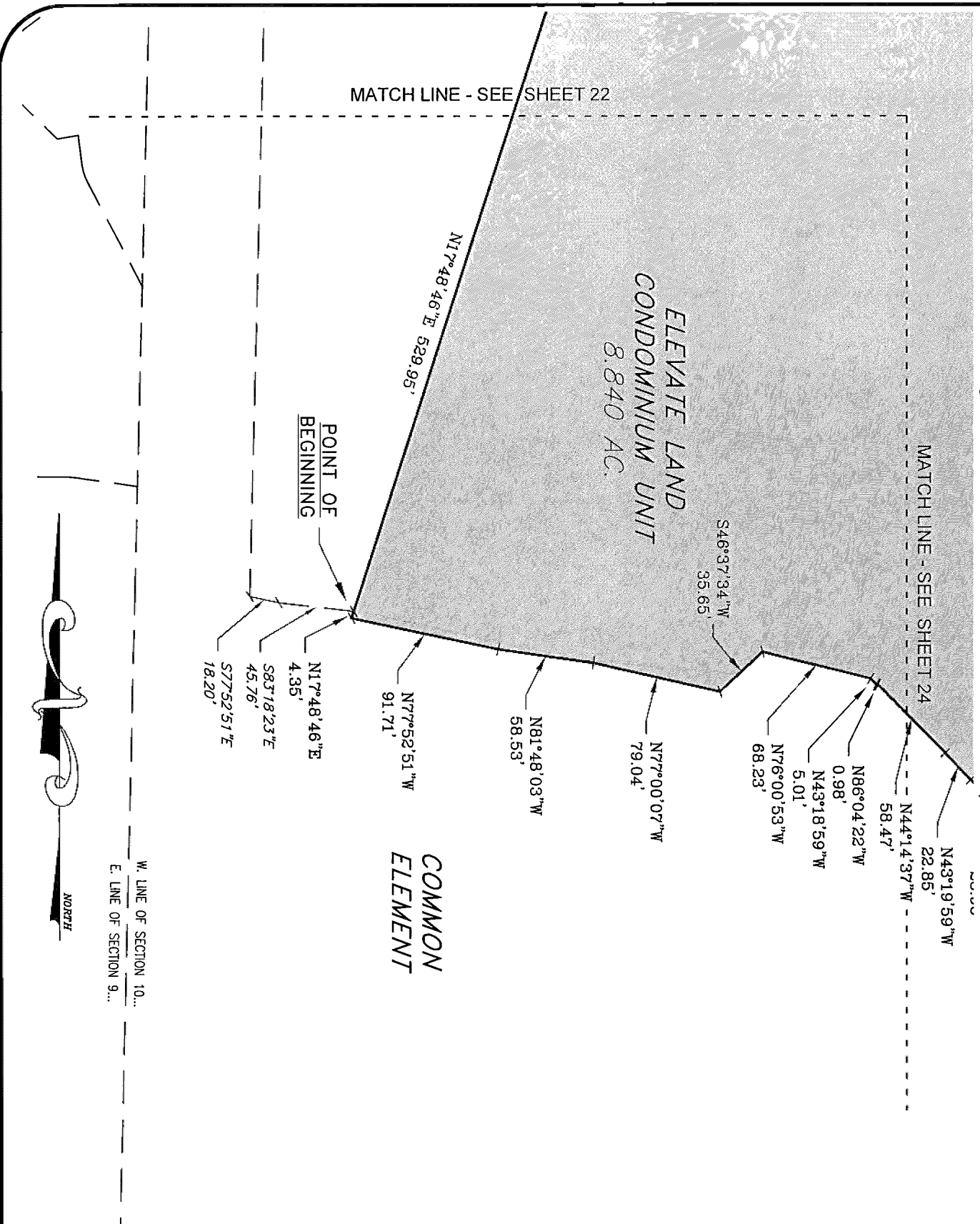
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ELEVATE LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 24 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
1"=80'	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

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ELEVATE LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 25 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	APPROVED:
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:		
1"=80'	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

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## LEGAL DESCRIPTION

PREPARED BY RUBEN SURVEYING & MAPPING  
TC-A LAND CONDOMINIUM UNIT

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 10, FOR A DISTANCE OF 94.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD (STATE ROAD NO. 10, 200 FOOT RIGHT-OF-WAY). THENCE PROCEED SOUTH 88 DEGREES 35 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 183.23 FEET TO THE POINT OF BEGINNING. THENCE PROCEED SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 20.42 FEET TO A POINT. THENCE PROCEED SOUTH 21 DEGREES 11 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 14.09 FEET TO A POINT. THENCE PROCEED SOUTH 32 DEGREES 03 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 16.99 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 101.00 FEET, A DELTA ANGLE OF 10 DEGREES 17 MINUTES 43 SECONDS, A CHORD BEARING OF SOUTH 36 DEGREES 35 MINUTES 14 SECONDS EAST, AND A CHORD DISTANCE OF 18.12 FEET. THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 18.15 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 30 DEGREES 26 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 33.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 222.97 FEET, A DELTA ANGLE OF 9 DEGREES 59 MINUTES 26 SECONDS, A CHORD BEARING OF SOUTH 25 DEGREES 26 MINUTES 42 SECONDS EAST, AND A CHORD DISTANCE OF 38.83 FEET. THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 38.88 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 19 DEGREES 18 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 8.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 19.00 FEET, A DELTA ANGLE OF 74 DEGREES 06 MINUTES 47 SECONDS, A CHORD BEARING OF SOUTH 55 DEGREES 13 MINUTES 30 SECONDS EAST, AND A CHORD DISTANCE OF 22.90 FEET. THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 24.58 FEET TO A POINT OF TANGENCY. THENCE PROCEED SOUTH 88 DEGREES 35 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 27.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 15 DEGREES 21 MINUTES 54 SECONDS, A CHORD BEARING OF NORTH 83 DEGREES 43 MINUTES 33 SECONDS EAST, AND A CHORD DISTANCE OF 13.37 FEET. THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 13.41 FEET TO A POINT OF TANGENCY. THENCE PROCEED NORTH 76 DEGREES 02 MINUTES 36 SECONDS EAST, FOR A DISTANCE OF 33.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 7 DEGREES 36 MINUTES 57 SECONDS, A CHORD BEARING OF NORTH 79 DEGREES 51 MINUTES 04 SECONDS EAST, AND A CHORD DISTANCE OF 6.64 FEET. THENCE PROCEED EASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 6.65 FEET TO A POINT. THENCE PROCEED NORTH 01 DEGREES 21 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 134.70 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF NINE MILE ROAD. THENCE PROCEED NORTH 88 DEGREES 35 MINUTES 18 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 134.51 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.411 ACRES OF LAND.

ELEVATE LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 26 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
N/A	JWC	N/A	RER		

# THE 52 COMMERCIAL CONDOMINIUM

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**POINT OF COMMENCEMENT**  
 NW CORNER OF SECTION 10, TOWNSHIP 1  
 SOUTH, RANGE 31 WEST, ESCAMBIA  
 COUNTY, FLORIDA

**WEST NINE MILE ROAD  
 (STATE ROAD NO. 10,  
 200' RIGHT-OF-WAY)**

S88°35'18"E 183.23'

S. R/W LINE

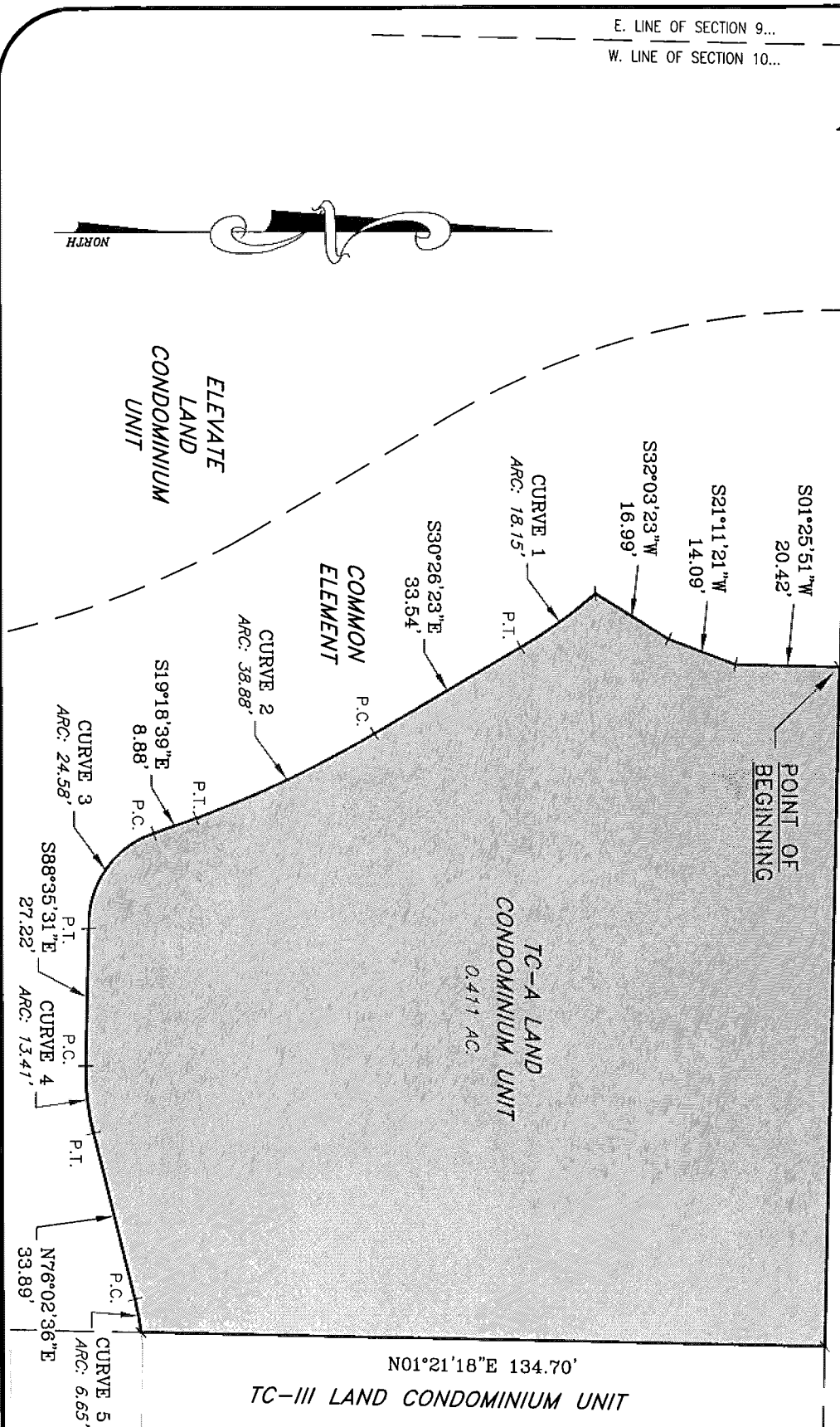
N88°35'18"W 184.51'

E. LINE OF SECTION 9...  
 W. LINE OF SECTION 10...

S01°25'51"W  
 94.74'

**POINT OF  
 BEGINNING**

CURVE DATA					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
CURVE 1	101.00'	18.15'	10°17'43"	S35°35'14"E	18.12'
CURVE 2	222.97'	38.88'	9°59'26"	S25°26'42"E	38.83'
CURVE 3	19.00'	24.58'	74°06'47"	S55°13'30"E	22.90'
CURVE 4	50.00'	13.41'	15°21'54"	N83°43'33"E	13.37'
CURVE 5	50.00'	6.65'	7°36'57"	N79°51'04"E	6.64'



N01°21'18"E 134.70'  
 TC-III LAND CONDOMINIUM UNIT

ELEVATE  
 LAND  
 CONDOMINIUM  
 UNIT

COMMON  
 ELEMENT

TC-A LAND  
 CONDOMINIUM UNIT  
 0.411 AC




TC-III LAND CONDOMINIUM UNIT	JOB NO.:	DRAWING DATE:	FIELD BOOK:	PAGE:	SHEET NUMBER: 27 OF 27
	18437-17	11/02/21	N/A	N/A	
THE 52 COMMERCIAL CONDOMINIUM A PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA	PROPERTY ADDRESS:			ENCROACHMENTS:	
	NINE MILE ROAD, PENSACOLA, FL			N/A	
	SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	
1"=100'	JWC	N/A	RER		



**Exhibit No. 2**  
**Articles of Incorporation**

# State of Florida



Department of State

I certify from the records of this office that THE 52 COMMERCIAL CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 29, 2021.

The document number of this corporation is N21000012708.

I further certify that said corporation has paid all fees due this office through December 31, 2021, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 721A00026526-110121-N21000012708-1/1, noted below.

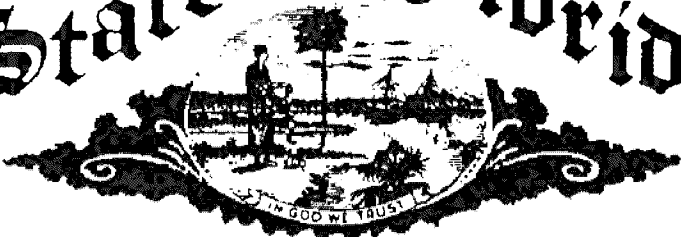
Authentication Code: 721A00026526-110121-N21000012708-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eighth day of November, 2021



*Laundrea*  
Secretary of State

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE 52 COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on October 29, 2021, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H21000401768. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N21000012708.

Authentication Code: 721A00026526-110121-N21000012708-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eighth day of November, 2021



  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
THE 52 COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

**ARTICLE I. NAME; DEFINITIONS**

The name of the corporation shall be The 52 Commercial Condominium Association, Inc. ("Association"). All capitalized terms contained in this instrument shall have the same defined meaning as contained in the Declaration of Condominium for The 52 Commercial Condominium ("Declaration"), unless otherwise provided to the contrary.

**ARTICLE II. PURPOSE AND POWERS**

Section 1. Purpose. The purpose for which the Association is organized is to provide an entity for the operation and governance of The 52 Commercial Condominium (the "Condominium"), located upon lands in Escambia County, Florida, said property being described in the recorded Declaration.

The Association shall not be operated for profit and shall make no distribution of income to its members, directors or officers.

Section 2. Powers. The Association shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

The Association shall have all of the powers and duties contemplated in the Declaration and the Act together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the Bylaws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to make such other Special Assessments against Unit Owners as the Declaration shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration.

(b) To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration.

(c) To maintain, repair, replace and operate the Condominium Property.

(d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

(e) To reconstruct improvements after casualty and further improve the Condominium Property.

(f) To make and amend reasonable Rules and Regulations pertaining to the Condominium (but the Association shall not have the ability to promulgate Rules and Regulations which would serve, directly or indirectly, to curtail, prohibit, govern or inhibit use of the Units that are being utilized

in accordance with applicable Governmental Entity codes and ordinances and the terms and provisions of the Governing Documents);

- (g) To perform such functions as may be specified in the Declaration and the Bylaws.
- (h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws of the Association and any Rules and Regulations.
- (i) To employ personnel to perform the services required for proper operation of the Condominium.
- (j) To lease, maintain, repair and replace the Common Elements as same are defined in the Declaration.
- (k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.
- (l) To purchase a Unit or Units of the Condominium for any purpose and to hold, lease, mortgage or convey such Units on terms and conditions approved by the Board.
- (m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.
- (n) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, and other sums due from Unit Owners, preparation of records, enforcement of Rules and Regulations and maintenance, repair and the replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Governing Documents and the Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.
- (o) To bring suit as may be necessary to protect the Association's interests, the interests of the Association's Members, or the Condominium Property, and to be sued.

### ARTICLE III. TERM

The term for which this Association shall exist shall be perpetual.

### ARTICLE IV. INCORPORATOR

The name and address of the incorporator of this Association is as follows:

Dennis E. Pemberton, Jr.  
223 W. Gregory St.  
Pensacola, FL 32502

### ARTICLE V. OFFICERS

The officers of the Association shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board may from time to time determine. The officers of this Association shall be elected for a term of 1 year (unless otherwise provided in the Bylaws), and until a successor shall be elected

and qualified, by the Board at their annual meeting and in accordance with the provisions provided therefor in the Bylaws.

The names of the persons who shall serve as the first officers are:

Harold A. Dawson, Jr. - President  
Dennis E. Pemberton, Jr. - Vice President  
Walter King Grant, III - Secretary

#### **ARTICLE VI. DIRECTORS**

The affairs of the Association shall be managed by a Board composed of not less than 3 directors. Until control of the Association is transferred to unit owners other than the Developer, Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. The first Board shall be comprised of 3 persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board who shall serve as the first Directors are:

Harold A. Dawson, Jr.	223 W. Gregory St., Pensacola, FL 32502
Dennis E. Pemberton, Jr.	223 W. Gregory St., Pensacola, FL 32502
Walter King Grant, III	223 W. Gregory St., Pensacola, FL 32502

Transfer of Control shall occur on the earlier of (1) a triggering event under Section 718.301(1) of the Act, or (2) such time as Developer, in its sole discretion, elects to transfer control.

#### **ARTICLE VII. BYLAWS**

The initial Bylaws shall be attached as an exhibit to the Declaration and shall be adopted by the first Board.

#### **ARTICLE VIII. MEMBERS**

Membership in the Association shall automatically consist of and be limited to all of the record owners of units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but the owner(s) of each Unit shall only be entitled to one vote as a member of the Association. The manner of designating voting members and exercising voting rights shall be determined by the Bylaws.

#### **ARTICLE IX. AMENDMENTS**

Prior to Transfer of Control, amendments to these Articles of Incorporation shall be adopted by the Board without any requirement or necessity for a vote of the Association membership or for consent by any party, except as may be otherwise specifically required herein. Subsequent to Transfer of Control, amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment and, if there are members of the Association, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If there are no members of the Association, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Allocated Interests entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of not less than 80% of the Allocated Interests.

#### **ARTICLE X. PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the Association shall be 223 W. Gregory St., Pensacola, FL 32502, or at such other place or places as may be designated from time to time.

#### **ARTICLE XI. REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the Association and the name of the initial registered agent at that address are:

NRAI Services, Inc.  
1200 South Pine Island Road  
Plantation, Florida 33324

#### **ARTICLE XII. INDEMNIFICATION**

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 20th day of October, 2021.

[Signature]  
Dennis E. Pemberton, Jr., Incorporator

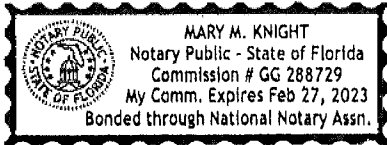
STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 20th day of October, 2021, by Dennis E. Pemberton, Jr., being known to me to be the person who executed the foregoing Articles of Incorporation of The 52 Commercial Condominium Association, Inc. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires:  
(AFFIX NOTARY SEAL)

Mary M. Knight  
(Signature)  
Name: MARY M. KNIGHT  
(Legibly Printed)  
Notary Public, State of Florida

\_\_\_\_\_  
(Commission Number, if any)






H21000401768 3

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for The 52 Commercial Condominium Association, Inc., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of her duties and is familiar with and accepts the obligations of her position as registered agent.

NRAI Services, Inc.

A handwritten signature in black ink, appearing to read "Patricia A. Boverie", written over a horizontal dotted line.

Patricia A. Boverie, Assistant Secretary

**Exhibit No. 3**

**Bylaws**

**BYLAWS OF  
THE 52 COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I. IDENTITY**

The 52 Commercial Condominium Association, Inc. ("Association") is a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida for purposes of operating and administering The 52 Commercial Condominium, located in Escambia County, Florida ("Condominium").

Section 1. Principal Office. The principal office of the Association shall be 223 W. Gregory St., Pensacola, FL 32502, or at such other place as may be subsequently designated by the Board.

Section 2. Definitions. All terms used herein shall have the same definitions as attributed to them in the Declaration of Condominium for The 52 Commercial Condominium ("Declaration").

**ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS**

Section 1. Membership in the Association. Membership in the Association shall be limited to Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one Person, then all of the Persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member." If Unit ownership is vested in a corporation, partnership, limited liability company or other non-individual entity, such entity shall be required to designate an individual as its "voting member."

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board is required by these Bylaws and the Declaration shall be accompanied by application fee in an amount to be set by the Association, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred.

Section 2. Voting.

(A) The Owner(s) of each Unit shall be entitled to the votes allocated in Section 5.2 of the Declaration. The vote(s) allocated to a Unit shall not be divisible.

(B) A majority of the Allocated Interests who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question (except the election of members of the Board which must be by written ballot or voting machine), unless the Declaration, Articles of Incorporation, Bylaws, or agreement entered into by the Association provides otherwise, in which event the voting percentage required in said documents shall control.

(C) Electronic voting may occur in and for the Association under the terms and provisions of the following:

(1) In order for electronic voting to occur on an Association matter, the Board must first pass a resolution authorizing same, which resolution must:

(a) provide that Members receive notice of the opportunity to vote through an online voting system;

(b) establish reasonable procedures and deadlines for Members to consent, in writing, to online voting; and

(c) establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent.

(2) Once such a resolution has been passed, elections and other membership votes may be conducted through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

(a) The Association shall provide each Member with a method or means:

(i) to authenticate the Member's identity to or within the online voting system;

(ii) for elections of directors, to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot;

(iii) to confirm, at least 14 days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system; and

(iv) that is consistent with the election and voting procedures in these By-Laws and the other Governing Documents; and

(b) The Association utilizes an online voting system that is able to:

(i) authenticate the Member's identity;

(ii) authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;

(iii) transmit a receipt from the online voting system to each Member who casts an electronic vote;

(iv) for elections of directors, to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Unit Owner; and

(v) store and keep electronic ballots accessible to election officials for recount, inspection, and review.

(3) A Member voting electronically pursuant to or as a result of this subsection (C) shall be counted as being in attendance at the meeting for purposes of determining a quorum.

(4) A substantive vote of the Unit Owners may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on Unit Owners voting electronically pursuant to this subsection (C) and the Act.

(5) A Member's consent to online voting is and shall remain valid until the Member opts out of online voting pursuant to the procedures established by the Board.

(6) This subsection (C) shall apply to any matter that requires a vote of the Members.

Section 3. Quorum. The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the Allocated Interests entitled to vote under Section 5 hereof shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the secretary not less than 3 days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a Unit is owned by a corporation, partnership, limited liability company or other non-individual entity, a proxy must be signed for the Unit Owner by the individual designated in the certificate described in Section 5 below.

Section 5. Designation of Voting Member.

(A) If a Unit is owned by one Person, such Person's right to vote shall be established by the recorded title to the Unit.

(B) If a Unit is owned by more than one Person, a certificate shall be filed with the Association that is executed by each such owner and designating one Person as that Unit's "voting member."

(C) If a Unit is owned by a corporation, partnership, limited liability company or other non-individual entity, the individual entitled to cast the vote of the Unit for such corporation, partnership, limited liability company or other non-individual entity shall be designated in a certificate for this purpose, signed by the authorized individual and filed with the secretary of the Association together with evidence of such authorization. The Person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member" for such corporation, partnership, limited liability company or other non-individual entity. If such a certificate is required and is not filed with the secretary of the Association for a Unit owned by more than one person or by a corporation, partnership, limited liability company or other non-individual entity, the votes allocated to the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote allocated to the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned.

**ARTICLE III. MEETINGS OF THE MEMBERSHIP**

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the secretary to (a) mail, hand deliver or electronically transmit a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit Owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting, and (b) post at a conspicuous place on the property a copy of the notice of said meeting at least forty-eight (48) continuous hours preceding said meeting in a conspicuous place on the Condominium Property. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed, hand delivered or electronically transmitted to the address of the Unit Owner last furnished to the Association and shall be posted as hereinbefore set forth. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed, hand delivered or electronically transmitted in accordance with this section, to each Unit Owner at the address last furnished to the Association. Notices of meetings of the membership may be delivered by electronic transmission to Owners who consent to receive notice in such manner.

Section 3. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board shall determine. Notice of such meeting shall be provided in accordance with applicable provisions of Section 718.112 of the Act. At the annual meeting, the members shall elect, by plurality vote, a Board and shall transact such other business as may have been stated in the notice for said meeting. The election of the Board at the annual meeting shall be conducted in accordance with applicable provisions of the Act. Cumulative voting shall be prohibited.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board. Except for the purpose of removing a director governed by the provisions of Section 3 of Article IV hereof, a special meeting must be called by the president or secretary upon the request in writing of voting members representing 10% of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof. Notice of special meetings may be waived before or after the meeting, and the attendance of any Member (or person authorized to vote for such Member), either in person or by proxy, shall constitute such Member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 5. Waiver and Consent. Any approval by Unit Owners called for by the Act, the Declaration or these Bylaws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Act or the Declaration relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these Bylaws, or on matters for which action by written agreement without meeting is expressly allowed by the Declaration, or any Florida statute which provides for Unit Owner action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

Section 8. Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which all Members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A

revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

#### ARTICLE IV. DIRECTORS

##### Section 1. Number, Term and Qualifications.

(A) The affairs of the Association shall be governed by a Board, serving without compensation, composed of not less than 3 nor more than 5 directors. There shall never be less than 3 directors. The first Board shall consist of three (3) persons who are so identified in the Articles; succeeding Boards of Directors shall consist of not less than three (3) persons and shall be elected and composed as provided herein. The number of directors may be increased by Developer at any time and from time to time in its sole discretion prior to Transfer of Control; after Transfer of Control, the number of directors for the coming fiscal year may be changed by a majority vote of the Directors.

(B) The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

(C) All directors shall be members of the Association; provided, however, that all directors that Developer is entitled to elect or designate need not be members. The "voting member" for the owner of a Unit as contemplated under Article II, Section 5(c) shall be deemed to be a member of the Association so as to qualify such individual to become a director hereof.

Section 2. First Board. The first Board named in the Articles of Incorporation shall hold office and serve until their successors have been elected and qualified.

Section 3. Removal of Directors. Any removal of a director or directors of the Board by recall shall be done in accordance with the provisions of Section 718.112(2)(j) of the Act, or the rules promulgated thereunder, or in accordance with any other applicable provisions of the Act.

Section 4. Vacancies on Directorate. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise or should a vacancy be created by an enlargement of the Board or should a director be removed by the procedure of Section 3 of this Article and a successor not be elected at the meeting, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next regularly scheduled election of directors. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board. Notwithstanding the above, only Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by Developer. Only Unit Owners other than Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than Developer.

Section 5. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit owners other than Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board.

Section 6. Regular Meetings. The Board may establish a schedule of regular meetings to be held at such time and place as the Board may designate. Notice of such regular meetings (which shall specifically incorporate an identification of agenda items) shall, nevertheless, be given to each director personally or

by mail, telephone or telegraph at least 5 days prior to the day named for such meeting and shall be posted in accordance with the procedures of Section 718.112 of the Act.

Section 7. Special Meetings. Special meetings of the Board may be called by the president, and in his absence, by the vice president or secretary, or by a majority of the members of the Board, by giving 5 days' notice, in writing which shall specifically incorporate an identification of agenda items, to all of the members of the Board of the time and place of said meeting and shall be posted in accordance with the procedures of Section 718.112 of the Act. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Owners shall be given proper notice pursuant to applicable Florida law.

Section 9. Quorum. At all meetings of the Board, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, and provided a quorum is then present, any business may be transacted which might have been transacted at the meeting as originally called. Proper notice of any adjourned meeting shall be given in accordance with applicable Florida law.

Section 10. Notice of Board Meetings. All Board meetings, regular or special, shall be properly noticed pursuant to applicable Florida law (which may include delivery of notices by electronic transmission to Owners who consent to receive notice in such manner).

Section 11. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, or these Bylaws, directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(A) To exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these Bylaws, and in the Act, and all powers incidental thereto.

(B) To adopt a budget and make and collect Assessments, including Special Assessments, enforce a lien for nonpayment thereof, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration to which these Bylaws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of the Declaration. The Board shall also have the power to levy a fine against the Owner of a Unit for the purposes specified in the Declaration.

(C) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration.

(D) To make and amend reasonable Rules and Regulations pertaining to the Condominium (but the Association shall not have the ability to promulgate Rules and Regulations which would serve, directly or indirectly, to curtail, prohibit, govern or inhibit use of the Units that are being utilized in accordance with applicable Governmental Entity codes and ordinances and the terms and provisions of the Governing Documents);



(E) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and other sums due from Unit Owners, preparation of records, enforcement of Rules and Regulations and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and officers shall, however, retain at all times the powers and duties granted by the Governing Documents and the Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

(F) To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration.

(G) To further improve of the Condominium Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the Act, subject to the provisions of the Declaration and these Bylaws.

(H) To enter into such agreements or arrangements, as deemed appropriate, with such firms or companies as it may deem for and on behalf of the Unit Owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit Owners and to increase the assessments due or otherwise charge each Unit Owner a share of the amount charged for said maintenance and service.

(I) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board in the management and affairs and business of the Association. Such committee shall consist of at least 3 members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board, as required.

Section 12. Proviso. The validity of any delegation of power and/or duty by the Board, as hereinbefore provided, shall not affect the remainder of said delegations, or the other provisions of these Bylaws or the condominium documents and its exhibits.

Section 13. Fire and Safety Code Compliance. A certificate of compliance from a licensed electrical contractor, electrician or other duly licensed contractor, may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

Section 14. Transition of Association Control. Developer will transition control of the Association upon written notice to the Association members that Developer intends to transition control to the unit owners either (i) pursuant to a Transfer of Control trigger in Section 718.301(1) of the Act, or (ii) earlier at Developer's sole discretion.

**ARTICLE V. OFFICERS**

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice President being members of the Board shall not apply until control of the Association shall be transferred to the Unit Owners other than Developer.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant treasurers, and such other officers as the Board deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by the Board; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board.

Section 7. The Secretary. The Secretary shall issue notices of all Board, meetings and all meetings of the Unit owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those kept by the Treasurer. If appointed, an assistant secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(A) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board. The books shall reflect an account for each Unit which shall designate the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessment came due, the amount paid upon the account and the balance due.

(B) The Treasurer shall disburse the funds of the Association as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(C) The Treasurer shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board and, when requested, to Developer or other entity designated by the Board.

(D) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

(E) If appointed, an assistant treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these Bylaws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit Owners or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit Owners or their authorized representatives. In the event the Board designates a Management Firm to operate the Condominium on behalf of the Association, said Management Firm shall be required to follow the aforesaid provisions.

## **ARTICLE VI. FINANCES AND ASSESSMENTS**

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board from time to time upon resolutions approved by the Board and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board. Obligations of the Association shall be signed by at least 2 officers of the Association; provided, however, that the provisions of any Management Agreement, entered into by the Association and a Management Firm designated by the Association to operate the Condominium, relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions under the Declaration.

Section 2. Fidelity Bonds. The President, Secretary, Treasurer and all other officers who are authorized to sign checks, and all officers and employees of the Association who control or disburse funds of the Association, and any contractor handling or responsible for Association funds, shall be bonded. The amount of the bond shall be determined by the Board, but in no manner shall be less than the amount of the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds shall be paid by the Association. The cost of bonding an employee of an Association-designated management firm may be reimbursed by the Association. Notwithstanding the foregoing, the Association and/or any management firm shall not be obligated to obtain fidelity bonding of any persons in excess of any amounts stated in the Act.

Section 3. Fiscal or Calendar Year. The Association shall be on a fiscal year basis beginning on January 1<sup>st</sup> of a particular year and ending on December 31<sup>st</sup> of the same year. Notwithstanding the foregoing, the Board is authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America as such time as the Board deems it advisable. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these Bylaws requiring an annual meeting in each calendar year.

### Section 4. Determination of Assessments.

(A) Assessments shall be determined and levied in the manner contemplated in Exhibit No. 4 to the Declaration.

(B) All funds due from Unit Owners not as Common Expenses, including sums due pursuant to applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association.

(C) The Budget and the levying of Assessments sufficient to fund such Budget shall be proposed and adopted by the Board. The Board shall mail, or cause to be mailed, to each Unit Owner a notice of the Board meeting at which the budget will be considered not less than 14 days prior to said meeting. Such notice shall include a copy of the proposed annual budget and Assessment as well as the time and place for the meeting which shall be open to the Unit Owners. If the Association shall fail for any reason to adopt a Budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year shall be increased by 15% and shall continue in effect until changed by the Association.

If the adopted Budget requires an Assessment against the Unit Owners in any fiscal year exceeding 115% of the Assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board received within 21 days of adoption of the Budget, shall call a special meeting of the Unit Owners within 60 days of such written application, and the Board shall provide not less than 14 days' written notice to each Unit Owner of such special meeting. This special meeting, Unit Owners shall consider and enact a Budget upon the vote of the members representing a majority of the Allocated Interests. If a special meeting of the Unit Owners has been called pursuant to this section and a quorum is not attained or a substitute Budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as Developer is in control of the Board, the Board shall not impose an Assessment for any year greater than 115% of the prior fiscal year's Assessment without prior approval of the members representing a majority of the Allocated Interests.

(D) All Assessments shall be paid to the Association and delivered to the Treasurer of the Association or other party designated by the Board from time to time.

(E) For purposes of clarity, Assessments shall be levied in the manner prescribed in the Declaration and its exhibits

Section 5. Application of Payments and Commingling of Funds. Reserve and operating funds collected by the Association, or by an Association-designated Management Firm as long as a Management Agreement shall be in effect, may not be commingled in a single fund for purposes of investment unless otherwise permitted by the Act, in which event any decision to commingle funds must be made by the Association or such Management Firm as long as the Management Agreement remains in effect, or thereafter as the Board determines in its sole discretion. All Assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration, or (2) as provided by a Management Agreement as long as the Management Agreement remains in effect, or thereafter, as the Board determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a Management Firm shall maintain separate accounting records for each condominium it manages pursuant to the provisions of such Management Agreement and the Act.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment of any Assessment, an Association-designated Management Firm or the Board may accelerate the balance of the annual Assessment for the current fiscal year upon written notice thereof to the Unit Owner and, thereupon, the balance of the annual Assessment shall become due upon the date stated in the notice, but not less than 14 days after delivery of or the mailing of such notice to the Unit Owner.

## **ARTICLE VII. FINANCIAL STATEMENTS**

All Association financial statements shall be prepared, and all financial reporting shall occur, in accordance with the requirements of the Act.

## **ARTICLE VIII. COMPLIANCE AND DEFAULT**

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by the Unit owner in any of the provisions of the Declaration, of these Bylaws, or of the applicable portions of the Act, the Association, by direction of its Board, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of 30 days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and 5 days from the date of the notice in the case of all other violations, the Association, through its Board, shall have the right to treat such violation as an intentional and inexcusable and material breach of the

Declaration, of the Bylaws, or of the pertinent provisions of the Act, and the Association may then, at its option, have the following elections:

- (A) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;
- (B) An action in equity to enforce performance on the part of the Unit Owner; or
- (C) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within 90 days from date of a written request, signed by a Unit Owner, sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by the Act against any owner, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these Bylaws or the Rules and Regulations. No fine will become a lien against a unit. A fine may be levied on the basis of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under the Act. No fine may be levied except after giving reasonable notice and an opportunity for a hearing, to be held not less than 14 days after written notice, to the Owner, resident, guest or invitee. Reasonable notice shall include: a statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these Bylaws or the Rules and Regulations which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other Unit Owners. At the sole discretion of the Board, this committee may be either a standing committee appointed by the Board for the purpose of addressing all fine situations, or a committee appointed by the Board for the particular hearing. Any such committee shall have a minimum of 3 members and a maximum of 5 members. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if more than 50% of the members of the committee disagree with such fine. The notice and hearing procedures shall also satisfy any other requirements of the Act or the regulations promulgated thereunder.

Section 3. Negligence or Carelessness of Unit Owner, Etc. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation.

Section 4. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to this Article, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 5. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute

an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by condominium documents, or at law or in equity.

**ARTICLE IX. ACQUISITION OF UNITS**

At any foreclosure sale of a Unit by a party other than the Association, the Board may, with the authorization and approval by the affirmative vote of not less than 75% of the total Allocated Interests present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association or its designee a Condominium Parcel being foreclosed. The term "foreclosure," as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments.

The power and right of the Board to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board or of the Association to do so at any foreclosure sale or at any other time. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board to do so should the requisite approval of the voting members be obtained.

Once general authority to purchase a Unit at a foreclosure sale is obtained, the Board shall not be required to obtain the specific approval of Unit Owners regarding the sum that the Board determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization.

For clarity, a vote of the members is not required for the Association to acquire a Unit through foreclosure of the Association's lien for assessments.

**ARTICLE X. AMENDMENTS TO THE BYLAWS**

Prior to Transfer of Control, amendments to these Bylaws shall be adopted by the Board. Subsequent to Transfer of Control, the Bylaws may be altered, amended or added to at any duly called meeting of the Unit owners, provided:

- (A) Notice of the meeting shall contain a statement of the proposed amendment.
- (B) If the amendment has received the unanimous approval of the full Board, then it shall be approved upon the affirmative vote of 80% of the total eligible voting interests in the Association.
- (C) If the amendment has not been approved by the unanimous vote of the Board, then the amendment shall be approved by the affirmative vote of 90% of the total eligible voting interests in the Association..
- (D) Said amendment shall be recorded and certified as required by the Act.

**ARTICLE XI. NOTICES**

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in accordance with the applicable provisions as to same as set forth in the Declaration to which these Bylaws and other exhibits attached to said Declaration.

**ARTICLE XII. INDEMNIFICATION**

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or

officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any connected with such ownership and membership, and the covenants and obligations incident thereto.

**ARTICLE XIV. LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other owners or persons.

**ARTICLE XV. PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, or these Bylaws.

**ARTICLE XVI. MORTGAGE REGISTER**

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association, or its agent, maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

**ARTICLE XVII. ALTERNATIVE DISPUTE RESOLUTION**

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be submitted to such alternative resolution procedures prior to institution of civil litigation proceedings, as and to the extent applicable to commercial condominiums.

**ARTICLE XVIII. EMERGENCY POWERS**

The following shall apply to the extent not viewed to be in conflict with the Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board may:

(A) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(B) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(A) Notice of a meeting of the Board need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(B) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(A) Binds the Association; and

(B) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the Bylaws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.



## Exhibit No. 4

**Assessments and Charges and Allocation of Common Expenses and Limited Common Expenses**

1. In General. The Board shall from time to time, and at least annually, prepare and adopt a budget for the Condominium ("Budget"), determine the amounts payable by the Unit Owners to meet the Common Expenses and Limited Common Expenses, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration. Any adopted Budget shall be subject to change by the Board, and the amount of any Assessment or charge shall be changed in accordance with such revised Budget or otherwise to cover actual expenses at any time. The Budget shall set forth the frequency by which Assessments shall be paid.

2. Commencement of Assessments. Assessments shall not commence against a Unit until such time as a certificate of occupancy or certificate of completion has been issued by the applicable Governmental Entity for all or a portion of the improvements and/or structures located within a Unit. Each Unit Owner, by virtue of taking title to a Unit, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that although the improvements and/or structures within a Unit are not and will not be submitted to condominium ownership under the Declaration, the standard of a certificate of occupancy pertaining thereto is equitable and fair in connection with the commencement of Assessments against a Unit.

3. General Assessment.

a. The Board shall levy a "General Assessment" against all of the Units to pay and cover the Common Expenses, and the Board shall advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of them. The General Assessment shall include (1) any reserves required by law or determined appropriate by the Board, (2) the costs of carrying out the powers and duties of the Association, and (3) any other expenses designated as Common Expenses by the Act or the Governing Documents.

b. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated.

c. General Assessments shall be levied against the Units based upon the calculations contained in Section 5.1 of the Declaration.

4. Special Assessments and Capital Improvement Assessments. The Board may levy "Special Assessments" and "Capital Improvement Assessments" on the following terms and conditions:

a. "Special Assessments" shall mean amounts levied against each Unit Owner and such Unit Owner's Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

b. "Capital Improvement Assessments" shall mean and refer to amounts levied against each Unit Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance, repairs and replacement) of any capital improvements located or to be located within the Common Elements.

c. Special Assessments and Capital Improvement Assessments shall be levied on the same basis as General Assessments.

d. Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, at the discretion of the Board; provided that if such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed

\$50,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, the Board must obtain approval of a majority of the Allocated Interests represented at a meeting of the Association duly called, noticed and held in accordance with the Bylaws and the Act.

5. Potable Water Assessments. Separate and apart from all other Assessments, each Unit shall be subject to the levying of a Potable Water Assessment, based upon the following:

a. Potable water shall be supplied to the Community through a common meter from the utility provider to the Association, and the Association shall be the entity to which the utility provider shall deliver the "Potable Water Utility Bill" for payment. The Association shall enter into an agreement with a service provider such that submeters for potable water shall be installed for each Unit (with a submeter being installed by the Unit Owner as part of its initial construction, and the rights to read and bill for water consumption measured by a submeter shall be permanently assigned to the Association in exchange for the right to connect to the common water main).

b. Each Unit shall be provided each month with a written invoice for potable water based upon usage under such submeter, together with an allocated share of the costs and expenses associated with such submetering agreement based upon the Allocated Interests (collectively, "Potable Water Charge").

c. The Potable Water Charge shall constitute a Potable Water Assessment levied against the Unit by the Association, and such amount shall be paid by the Unit Owner within fifteen (15) days of receipt of such invoice.

d. Since payment of the Potable Water Assessment by the Unit Owner may or shall occur after the due date upon which the Association is required to pay the Potable Water Utility Bill, each Unit shall be required to deposit with the Association one or more "Potable Water Deposits" which shall be utilized by the Association to ensure that sufficient funds exist at all times for the payment of the Potable Water Utility Bill. The amount of the Potable Water Deposits required to be paid by a Unit Owner shall be determined by the Association based upon anticipated Potable Water Charges for a Unit. The Association shall be entitled to require more than one Potable Water Deposits based upon changes in use of the Unit and anticipated increases in Potable Water Charges for a Unit. As an example, the Potable Water Assessment levied against a Unit containing multiple apartment buildings shall change and increase over time as additional apartment buildings are completed and occupied by residents, and accordingly the Association may increase the amount of the Potable Water Deposits to coincide with such anticipated increases in usage by apartment residents.

e. Notwithstanding the foregoing provisions of this Section 5 to the contrary, the Owner of a Unit having frontage on Nine Mile Road may elect, at its own discretion, to connect directly to the public water main and purchase water directly from Emerald Coast Utility Authority, in which event such Unit shall not be levied, and shall not be responsible for paying, any Potable Water Assessment.

f. Each Unit Owner, by virtue of taking title to a Unit, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that:

(i) the amount of the Potable Water Assessments for the Units shall vary from time to time;

(ii) the Board shall not be required to specifically pass and approve the Potable Water Assessments because of such variability in amount from month to month and the levying of the Potable Water Assessments is designed to ensure proper payment of the Potable Water Utility Bill;

(iii) to the extent necessary under the Act or otherwise, the levying of the Potable Water Assessment hereunder is proper and appropriate under the circumstances, accordingly the Unit and the Unit Owner are and shall be subject to the obligation to pay Potable Water Assessments; and

(iv) the Unit Owner shall be required to pay one or more Potable Water Deposits as contemplated hereunder.

6. Surface Water Management System Facilities Assessments. The Association shall levy "Surface Water Management System Facilities Assessments" against all Units other than Unit RD-I to pay for the costs and expenses (constituting Limited Common Expenses) associated with the Association's maintenance and operation of the Surface Water Management System Facilities pertaining to such Units (it being understood and agreed that Unit RD-I contains its own private water management system facilities and thus has no involvement with the Surface Water Management System Facilities). Surface Water Management System Facilities Assessments shall be levied against the Units based upon the acreage contained within the applicable Units, as follows:

Elevate Land Unit – 10.835 acres = 73.50%  
Unit TC-III – 3.496 acres = 23.71%  
Unit TC-A – 0.411 acres = 2.79%

Exhibit No. 5

Chart of Allocated Interests and Entitlements

**PROJECT 52 COMMERCIAL LAND CONDOMINIUM**

Land Allocation by Condo Land Unit		Site Areas (in Acres)	
		Gross	Buildable
Residential District I (RD-I)	<i>Inspire</i>	11.260	11.260
Elevate Land Unit	<i>Elevate</i>	10.835	10.835
Town Center District - TC III		3.496	3.496
Town Center - Unit A (TC-A)	<i>Fusion</i>	0.411	0.411
Unbuildable - Common Area, incl roads		26.555	-
<b>Total Areas</b>		<b>52.557</b>	<b>26.002</b>

*Ownership Interests and Voting are proportional to total Buildable Areas, excluding Common Areas*

COMMERCIAL LAND CONDOMINIUM UNIT DESIGNATION

	Property Ownership	Vote Allocation
Residential District I (RD-I)	43.30%	433
Elevate Land Unit	41.67%	417
Town Center District - TC III	13.45%	134
Town Center - Unit A (TC-A)	1.58%	16
<b>Total Number of Votes:</b>		<b>1000</b>

**Entitlements** - Commercial Zoning with MU Future Land Use designation allows an FAR of 2.0 and 25 Dwelling units per Acre

	FAR (SF)	DU
<b>Project 52 - 52.557 acres</b>	4,578,766	1,314
Residential District I (RD-I)	<i>Inspire</i> 1,982,805	569
Elevate Land Unit	<i>Elevate</i> 1,907,966	548
Town Center District - TC III	615,621	197
Town Center - Unit A (TC-A)	72,374	-