

*Record's Return To: 05-000049*  
*Reading #118.00*

TWIN RIVERS TITLE, LLC  
 1900 S. HICKORY STREET, SUITE B  
 MELBOURNE, FL 32901

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 JR Book/Page: 5561 / 5557

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
 FOR PINEDA PLAZA AT SUNTREE, A COMMERCIAL CONDOMINIUM**

This First Amendment to the Declaration of Condominium for Pineda Plaza at Suntree, a Commercial Condominium is executed this 4th day of November, 2005.

**RECITALS**

A. Pineda-Wickham Investments, LLC, a Florida Limited Liability Corporation is the "Developer" under the Declaration of Condominium for Pineda Plaza at Suntree, a Commercial Condominium, as recorded on October 17, 2005 in Official Records Book 5551, Page 7622 of the Public Records of Brevard County, Florida (the "Declaration").

B. Pursuant to Section 7 of the Declaration, it may be amended at any regular or special meeting of the Unit Owners called or convened in accordance with the Bylaws by the affirmative vote or more than two-thirds of the Owners of the Units.

C. The Developer is the current owner of all Condominium Units as defined under the Declaration and has approved the amendment of the Declaration as provided herein as the owner of more than Two Thirds (2/3rds) of the Units.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Section 5 of the Declaration is amended to add the following sub-sections:
  - 5.3. In addition to any other Limited Common Elements defined under this Declaration, each Unit Owner may install on the exterior of his/her Unit as a Limited Common Element a sign, the size, design, appearance and location of which must be approved by the Association prior to its installation. Further the right to install any sign on the exterior of a Unit must comply with all Federal, State, County and local municipal rules, regulations, ordinances and zoning laws.
  - 5.4. Located upon the Condominium Property are three pylon signs and one wall sign. One pylon sign is located in the Northwest corner of the Condominium Property ("Northwest Sign"), one pylon sign was located and is to be rebuilt in the Southwest corner facing Wickham Road ("Southwest Sign"), one pylon sign located in the middle of the Condominium Property facing Pineda Causeway, and North of the parking lot area ("Middle Sign") and one wall sign on the northeast side of the building facing Pineda Causeway ("Wall Sign"). The Northwest Sign is comprised of an arched top area and eight individual panels for signs of individual Unit Owners as provided herein. The Southwest Sign was permitted but is currently unusable and the Developer intends to rebuild it. The Wall Sign contains eight (8) panels. All four (4) signs are not Condominium Property or Common Elements and are to be conveyed as Limited Common Elements to various Units.
  - 5.5. The arched top area on the Northwest Sign and the top two (2) horizontal panels on the Wall Sign are hereinafter deemed Limited Common Elements to Unit 101 the owner of which shall have the absolute right to use those portions of the Northwest Sign and Wall Sign with the consent of the Association. The remaining eight (8) panels located upon the Northwest Sign, below the arched area and the remaining six (6) panels on the Wall Sign shall be conveyed to and be deemed Limited Common Elements to other Units selected by the Developer and in the sole and absolute discretion of the Developer which will be evidenced by further amendments to this Declaration after the date hereof. The Southwest Sign is a Limited Common Element solely to Unit 124 with the Unit Owner having the sole and exclusive right to use the Southwest Sign. The Middle Sign shall become a Limited Common Element to a Unit or Units selected by the Developer and designated by subsequent amendment to this Declaration. After the conveyance of a portion of any signage to a Unit as a Limited Common Element to that Unit it may not be reconveyed or transferred except with the title to the Unit to which it was originally conveyed to by the Developer.
  - 5.6. The costs to maintain any pylon sign shall be split among the Unit Owners to which the sign is a Limited Common Element in proportion to the space on the sign owned by each Unit as a Limited Common Element. The Developer shall make up any short fall in the maintenance of any signage until all portions are conveyed as Limited Common Elements to Units. Further each sign to be placed upon any pylon or other sign located upon any Unit or the Condominium Property shall be at the sole cost and expense of the Unit Owner for which the sign is installed or placed. The right to use or in any sign as a Limited Common Element as designated herein shall not be transferable or assignable except along with the title to the Unit

to which it is a Limited Common Element, may not be leased to any Non-Unit Owner and the design and appearance of all signs to be located upon Condominium Property or the Units must be approved by the Association prior to installation and any right to install or use any signs as a Limited Common Element to any Unit is subject to all Federal, State, County and local municipal laws, statutes, rules, regulations and ordinances and Unit Owners are solely responsible for obtaining all permits prior to the installation, modification or repair of any signs. The Association shall not have the obligation to insure any of the signs upon any Unit or any of the Condominium Property nor shall the Association have any obligation to maintain any signage.

2. Section 7.1 of the Declaration (not including the subparagraphs) is hereby amended to state as follows:

7.1 This Declaration may be amended at a regular or special meeting of the Unit Owners called or conveyed in accordance with the Bylaws by affirmative vote of more than two-thirds of the Unit Owners. All Amendments shall be evidenced by a certificate and recorded in the Public Records of Brevard County, Florida, except as otherwise provided in this Declaration.

3. Section 7 of the Declaration is hereby amended to add the following Sub-Section:

7.3. Notwithstanding anything to the contrary in this Declaration, as long as the Developer holds any Unit within the Condominium for resale, the Developer may amend this Declaration for the purpose to convey or create Limited Common Elements to a Unit or Units, such as the right to use any signage upon the Property or to correct scrivener's errors in the Declaration, without the written consent of the Association or the Unit Owners.

4. Section 19.1 of the Declaration is hereby amended in its entirety to state as follows:

19.1 Each Unit shall be used and occupied only for commercial uses and purposes permitted by the applicable laws of the County or Municipality having jurisdiction over the Condominium Property. No Unit may be used in any manner so as to cause a nuisance or interferer with the reasonable use and enjoyment of any of Unit Owner of his/her Unit. Further notwithstanding anything to the contrary in this Declaration, for as long as the Developer holds any Unit for resale within the Condominium, the Developer may grant any Unit Owner the right to paint the exterior of its Unit any color the Developer deems in its sole and absolute discretion appropriate or acceptable, however in order to change the color or paint on the exterior of a Unit after approval from the Developer, the Unit Owner must obtain the consent of the Association.

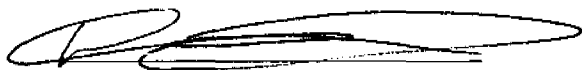
5. Section 19.2 of the Declaration is deleted in its entirety.

6. Except as provided herein, all other terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Condominium for Pineda Plaza at Suntree, a Commercial Condominium is effective on the day and year first indicated above.

WITNESSES:

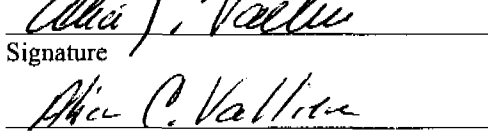
PINEDA PLAZA AT SUNTREE  
CONDOMINIUM ASSOCIATION, INC



Signature

DAVID MARKIN  
Print Name

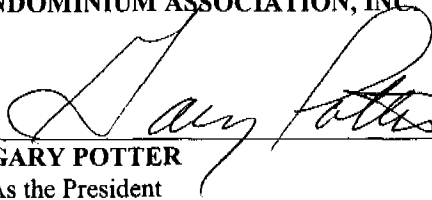
Signature



Print Name

STATE OF FLORIDA  
COUNTY OF BREVARD

By:

  
GARY POTTER  
As the President

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Nov, 2005, by Gary Potter as the President of Pineda Plaza at Suntree Condominium Association, Inc. He is personally known to me \_\_\_\_\_ or has provided the following as identification FL Div License.

