

March 5, 2024

**SENT VIA ELECTRONIC TRANSMISSION
AND CLIENT PORTAL:**

Cambridge at Kings Ridge Homeowners Association, Inc.
c/o Harry Chesnut
hchesnut80@gmail.com

RE: Cambridge at Kings Ridge Homeowners Association, Inc.
Retaining Wall and Buffer Maintenance Easement
Matter ID: 2230

Members of the Board:

I am submitting this correspondence to provide a brief opinion to the Board to address the retaining wall and buffer maintenance easement recorded at Official Records Book 1840, Page 1933, Public Records of Brevard County, Florida. This correspondence will provide a brief summary of the principal terms and effect of the easement.

It is critical to note that the document in question is a grant of easement and not a deed or conveyance of title. An easement is a use right granted to another by a land owner to use all or a portion of the burdened property for a specific purpose. It does not convey title or constitute a deed.

The easement effectively gives to the Association the right to locate, maintain, repair, and replace the retaining wall on lots 61 through 74 by the owners of the subject lots. Paragraph 2 of the easement contains the critical language in the easement is clearly granted to the Association by Lennar, who owned the subject lots at the time the easement was recorded.

Paragraph 3 addresses maintenance. The Association is clearly obligated to perpetually maintain, insure, replace and repair the easement areas. The phrase "easement areas" is critical. The maintenance obligation extends to the entire easement area and not just the retaining wall. I suspect the easement area is not much larger than the retaining wall but it is critical to understand the difference.

The sketch of description attached to the easement as an exhibit indicates that the easement area is 9 1/2 feet in width. The easement area extends from approximately the center of Lot 61 to the center of lot 74, and completely burdens all lots in between. The Association's maintenance

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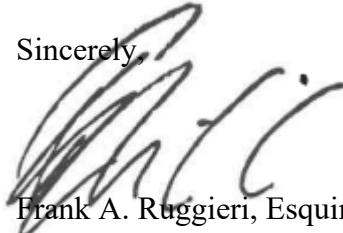
and insurance obligations extend to this entire easement area which again, encompasses approximately 9 1/2 feet in width.

Note that the language of paragraph 3 again makes it clear that the rights being granted and obligations created are in favor of the Association and do not burden any individual owner. The only obligation of the individual owners where the wall is located is to allow the Association to maintain the wall in this location and to maintain and replace the wall as necessary.

Lastly, note that owners are prohibited from placing any structure in the easement area without express approval from the Association. The area is intended to remain clear for maintenance purposes absent express consent from the Association and assuming the Association concludes that any improvements or modifications would not burden maintenance or otherwise negatively impact the retaining wall.

Please do not hesitate to contact me should the Board have additional questions or concerns. Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank A. Ruggieri". The signature is fluid and cursive, with a large initial "F" and "R".

Frank A. Ruggieri, Esquire

FAR/df