

Prepared by and return to:
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Krasny and Dettmer
304 South Harbor City Boulevard
Melbourne, FL 32901

**SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
BREVARD MEDICAL CITY ONE,
A COMMERCIAL CONDOMINIUM**

THIS SECOND AMENDMENT made this 2nd day of February, 2016 by **BREVARD MEDICAL CITY LLC**, a Florida limited liability company, successor in interest to **SUNTREE VIERA PROPERTIES, LLC**, a Florida limited liability company ("Developer"), does hereby amend the Declaration of Condominium for Brevard Medical City One, a commercial condominium ("BMCC"), as same is recorded in Official Records Book 7231, Page 734, and as amended by that certain First Amendment to Declaration of Condominium dated January 25, 2015, recorded in Official Records Book 7289, Page 2713, both of the Public Records of Brevard County, Florida ("Declaration").

The Declaration of Condominium is amended as follows:

1. Section 12.1 is restated in its entirety to read:

12.1 The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. The annual Assessment shall initially be payable in quarterly installments on the first day of each calendar quarter, however, the Board of Administration shall have the power to establish alternative payment dates. The first Assessment for each Unit shall include a capital contribution to the Association in the sum of One Thousand Dollars (\$1,000). In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer. The Board of Administration of the Association may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

2. Section 19 is restated in its entirety to read:

19.0 USE RESTRICTIONS.

19.1 All improvements constructed within Brevard Medical City Condominium ("BMCC") as same is described in that certain Declaration of Condominium recorded in Official Records Book 7223, Page 2347, Public

Records of Brevard County, Florida, and as thereafter amended, and which is inclusive of BMCOC, shall conform to all architectural requirements imposed herein for construction of improvements and which shall, in all events, be used and occupied only for the following purposes (the "Permitted Uses"):

19.1.1 Administrative, executive and editorial offices.

19.1.2 Assisted living facility.

19.1.3 Child or adult day care centers.

19.1.4 Medical buildings and clinics, and dental clinics, including physical and occupational therapy.

19.1.5 Nursing homes.

19.1.6 Optical stores.

19.1.7 Professional offices and office buildings.

19.1.8 Treatment and recovery facility.

19.1.9 From and after December 31, 2015, BMCC, or any portion thereof other than Unit A, BMCC, may be used for a restaurant or retail store.

19.1.10 From and after September 16, 2019, BMCC, or any portion thereof, may be used and occupied as and for independent living facilities.

19.2 The following use restrictions are imposed:

19.2.1 Unit B, BMCC, shall be used exclusively as a medical diagnostic imaging facility unless otherwise approved by the Developer. Further, no medical diagnostic imaging facility shall be operated within BMCC, other than within Unit B, BMCC, without the express written consent of the Developer.

19.2.2 No primary care practice (internal medicine, family or general practice) shall be operated within BMCC without the express written consent of the Developer.

19.2.3 Units 101 and 102, Building 1, BMCOC, shall, as a primary business, offer ophthalmology services, optical shop sales, laser eye surgery, laser hair removal, laser skin cosmetic treatment and hearing device sales (the "Services") within BMCOC. Such Services may be offered by others within BMCOC if the offering of the Services is ancillary to such provider's primary business.

19.2.4 Unit 104, Building 1, BMCOC, shall have the exclusive right to operate a nail salon and to provide manicure, pedicure and cosmetic nail services within Phase 1 and Phase 2, BMCC for so long as the owner of said Unit shall actively provide such services within the Unit and such services

shall not be offered by any other occupant of BMCC without the express written consent of the Developer.

19.2.5 Unit 105 Building 1, BMCOC, shall have the exclusive right to provide dermatology and plastic surgery services within BMCOC for so long as such services are being provided to patients within the Unit. Further, the right to provide laser hair removal, laser skin cosmetic treatments, medical aesthetics and anti-aging medical services may not be offered within BMCOC by any others within BMCOC for so long as such services are being offered by either of the owner or occupant of Unit 101 and 102, Building 1, or the owner or occupant of Unit 105, Building 1, all of BMCOC.

19.2.6 Unit 106, Building 1, BMCOC, shall have the exclusive right to provide insurance based (not including cash based), non-franchised, diagnostic laboratory services within BMCOC for so long as the occupant of said Unit shall actively provide such services within the Unit and such services shall not be offered by any other occupant of BMCOC without the express written consent of the Developer. For example, non-franchised diagnostic lab services provided by, among others, Quest Diagnostics, Lab Corp and Bio Reference Laboratories, are prohibited.

19.3 Each Unit owner or occupant may affix signage to the exterior of its Unit which shall be a Limited Common Element and which shall in all respects comply with the provisions of this Declaration and the regulations imposed by the Association from time to time.

19.4 All parking shall be non-exclusive except as designated herein as a Limited Common Element or as otherwise promulgated by the Developer and, upon turnover, by the Association.

19.5 Reasonable regulations concerning the use of the Condominium Property may be imposed by the Association from time to time. Copies of any such regulations shall be furnished to all Unit Owners and tenants occupying any Units.

3. Section 22.0 is restated in its entirety to read:

22.0 EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

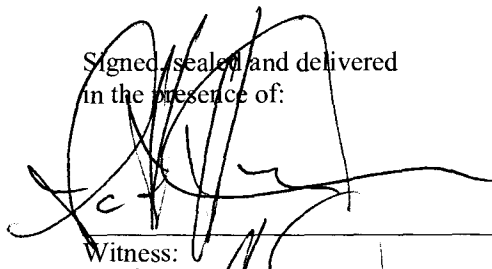
The Developer may require from time to time the execution of certain documents required by Brevard County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer, by its duly authorized agent, may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized agent, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

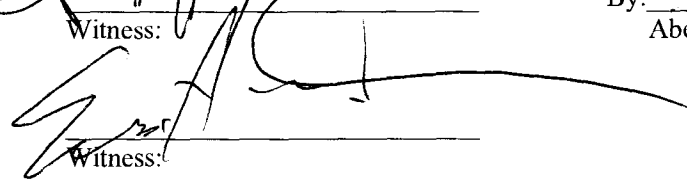
4. All terms used in this instrument shall have the same definition and meaning as set forth in the Declaration, unless herein provided to the contrary, or unless the context requires otherwise.

5. In all other respects not inconsistent with the above, the Declaration is hereby ratified, confirmed, re-executed and republished in its entirety.

2nd IN WITNESS WHEREOF, the parties have caused their seals and signatures to be affixed this day of February, 2016.

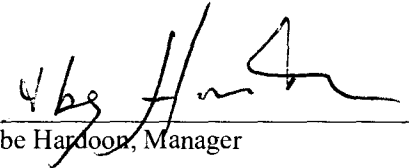
Signed, sealed and delivered
in the presence of:


Witness:


Witness:


DEVELOPER:

BREVARD MEDICAL CITY LLC,
a Florida limited liability company

By: 
Abe Hardoon, Manager

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 2nd day of February, 2016, by Abe Hardoon, as Manager of Brevard Medical City LLC, a Florida limited liability company. He is personally known to me or has provided _____ as identification.


Notary Public

My Commission Expires: 9/1/2019

