



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

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H.6.

10/3/2019

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### **Subject:**

Brevard Medical City, LLC, requests Transmittal of the 2019-2.2 Large Scale Plan Amendment to change the Future Land Use designation from Planned Industrial to Community Commercial. (19PZ00086) (District 4)

### **Fiscal Impact:**

None

### **Dept/Office:**

Planning and Development

### **Requested Action:**

It is requested that the Board of County Commissioners conduct a public hearing to consider transmittal of the 2019-2.2 Large Scale Plan Amendment for Brevard Medical City, LLC, to change the Future Land Use designation from Planned Industrial to Community Commercial.

### **Summary Explanation and Background:**

The proposed amendment is seeking to change the Comprehensive Plan from PI (Planned Industrial) to CC (Community Commercial) on 16.329 acres of land located on the east side of North Wickham Road, approximately 748 feet north of Jordan Blass Boulevard.

Pursuant to Future Land Use Policy 2.7-Activities Permitted in Community Commercial (CC) Future Land Use Designations, Community Commercial (CC) development activities are intended to serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. The applicant has indicated that he is proposing to add forty (40) additional beds to the existing Adult Living Facility. These uses are consistent with the established uses along the corridor.

Pursuant to Future Land Use Policy 2.8-Locational and Development Criteria for Community Commercial Uses, Community Commercial clusters greater than ten (10) acres in size, must be located at principal arterial/principal arterial intersections. The subject property is greater than 10 acres in size and is not located at a principal arterial/principal arterial intersection however, the historical and current development patterns along this segment of North Wickham Road has been Community Commercial, not Planned Industrial Park (PIP).

The subject property is proposed to be served with both potable water and sanitary sewer, and is located with access from an urban major collector roadway, which intersects with Saint Andrew Drive, an urban minor collector road approximately .33 miles north of the subject site.

The applicant has indicated that he will be submitting a rezoning request from PIP (Planned Industrial Park) to 169

PUD (Planned Unit Development) at the adoption phase of this Large Scale Comprehensive Plan Amendment request. The stated intent of the applicant is to increase the number of beds from the original site development plan of an assisted care living facility from 96 to 136 beds which would be an addition of 40 beds.

On September 9, 2019, the Local Planning Agency heard the request and unanimously recommended approval.

**Clerk to the Board Instructions:**

None

# ADMINISTRATIVE POLICIES OF THE FUTURE LAND USE ELEMENT

Administrative Policies in the Future Land Use Element establish the expertise of staff with regard to zoning land use issues and set forth criteria when considering a rezoning action or request for Conditional Use Permit, as follows:

## Administrative Policy 1

The Brevard County zoning official, planners and the director of the Planning and Development staff, however designated, are recognized as expert witnesses for the purposes of Comprehensive Plan amendments as well as zoning, conditional use, special exception, and variance applications.

## Administrative Policy 2

Upon Board request, members of the Brevard County Planning and Development staff shall be required to present written analysis and a recommendation, which shall constitute an expert opinion, on all applications for development approval that come before the Board of County Commissioners for quasi-judicial review and action. The Board may table an item if additional time is required to obtain the analysis requested or to hire an expert witness if the Board deems such action appropriate. Staff input may include the following:

### Criteria:

- A. Staff shall analyze an application for consistency or compliance with comprehensive plan policies, zoning approval criteria and other applicable written standards.
- B. Staff shall conduct site visits of property which are the subject of analysis and recommendation. As part of the site visit, the staff shall take a videotape or photographs where helpful to the analysis and conduct an inventory of surrounding existing uses. Aerial photographs shall also be used where they would aid in an understanding of the issues of the case.
- C. In cases where staff analysis is required, both the applicant and the staff shall present proposed findings of fact for consideration by the Board.
- D. For re-zoning applications where a specific use has not been proposed, the worst case adverse impacts of potential uses available under the applicable land use classification shall be evaluated by the staff.

## Administrative Policy 3

Compatibility with existing or proposed land uses shall be a factor in determining where a rezoning or any application involving a specific proposed use is being considered. Compatibility shall be evaluated by considering the following factors, at a minimum:

### Criteria:

- A. Whether the proposed use(s) would have hours of operation, lighting, odor, noise levels, traffic, or site activity that would significantly diminish the enjoyment of, safety or quality of life in existing neighborhoods within the area which could foreseeably be affected by the proposed use.
- B. Whether the proposed use(s) would cause a material reduction (five percent or more) in the value of existing abutting lands or approved development.
- C. Whether the proposed use(s) is/are consistent with an emerging or existing pattern of surrounding development as determined through analysis of:

1. historical land use patterns;
  2. actual development over the immediately preceding three years; and
  3. development approved within the past three years but not yet constructed.
- D. Whether the proposed use(s) would result in a material violation of relevant policies in any elements of the Comprehensive Plan.

#### **Administrative Policy 4**

Character of a neighborhood or area shall be a factor for consideration whenever a rezoning or any application involving a specific proposed use is reviewed. The character of the area must not be materially or adversely affected by the proposed rezoning or land use application. In evaluating the character of an area, the following factors shall be considered:

##### **Criteria:**

- A. The proposed use must not materially and adversely impact an established residential neighborhood by introducing types of intensity of traffic (including but not limited to volume, time of day of traffic activity, type of vehicles, et cetera), parking, trip generation, commercial activity or industrial activity that is not already present within the identified boundaries of the neighborhood.
- B. In determining whether an established residential neighborhood exists, the following factors must be present:
  1. The area must have clearly established boundaries, such as roads, open spaces, rivers, lakes, lagoons, or similar features.
  2. Sporadic or occasional neighborhood commercial uses shall not preclude the existence of an existing residential neighborhood, particularly if the commercial use is non-conforming or pre-dates the surrounding residential use.
  3. An area shall be presumed not to be primarily residential but shall be deemed transitional where multiple commercial, industrial or other non-residential uses have been applied for and approved during the previous five (5) years.

#### **Administrative Policy 5**

In addition to the factors specified in Administrative Policies 2, 3, and 4, in reviewing a rezoning, conditional use permit or other application for development approval, the impact of the proposed use or uses on transportation facilities either serving the site or impacted by the use(s) shall be considered. In evaluating whether substantial and adverse transportation impacts are likely to result if an application is approved, the staff shall consider the following criteria:

##### **Criteria:**

- A. Whether adopted levels of services will be compromised;
- B. Whether the physical quality of the existing road system that will serve the proposed use(s) is sufficient to support the use(s) without significant deterioration;



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

October 4, 2019

MEMORANDUM

TO: Tad Calkins, Planning and Development Director Attn: Cheryl Campbell

RE: Item H.6., Transmittal of the 2019-2.2 Large Scale Plan Amendment to Change the Future Land Use Designation from Planned Industrial to Community Commercial

The Board of County Commissioners, in regular session on October 3, 2019, conducted the public hearing and approved the transmittal of the 2019-2.2 Large Scale Comprehensive Plan Amendment for Brevard Medical City, LLC, to change the Future Land Use designation from Planned Industrial to Community Commercial. Enclosed is a fully-executed Letter.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for Denna Scott*  
Tammy Rowe, Deputy Clerk

/cw

Encl. (1)



**BOARD OF COUNTY COMMISSIONERS**

**Planning & Development Department**

2725 Judge Fran Jamieson Way

Suite A-114

Viera, FL 32940

**Phone: (321)633-2070**

October 3, 2019

Mr. Ray Eubanks  
Plan Processing Administrator Division of Community Planning  
Florida Department of Economic Opportunity  
107 East Madison Street, MSC-160  
Tallahassee, FL 32399-4120

Re: 2019-2 Fall Cycle Large Scale Comprehensive Plan Amendment Transmittal Package

Dear Mr. Eubanks,

Enclosed please find the Transmittal package for the 2019-2 Fall Cycle Large Scale Comprehensive Plan Amendment. There is one private application for amendment being considered for Transmittal: 2019-2.2 submitted by Brevard Medical City, LLC, more fully described in the attached staff comments for 19PZ00086.

The Local Planning Agency held a public hearing regarding the Transmittal of the 2019-2.2 Comprehensive Plan Amendment on September 9, 2019. The Brevard County Board of County Commissioners approved the Transmittal of the 2019-2.2 Comprehensive Plan Amendment package during a public hearing on October 3, 2019.

Copies of the proposed amendment Transmittal package have been sent to the St. Johns River Water Management District, the East Central Florida Regional Planning Council, the Florida Department of Environmental Protection, the Florida Department of Transportation (District 5), the Florida Department of State, the Florida Game and Freshwater Fish Commission, the Florida Department of Education, the Florida Department of Agriculture and Consumer Services, and the Patrick Air Force Base Military Installation.

The plan amendment's "content and effect" is included in this mailing. Brevard County is submitting the proposed LSCPA's under the expedited state review process.

The proposed amendment package are anticipated to be adopted by Brevard County on February 6, 2019.

The proposed amendment packages are not within an area of critical state concern.

The proposed amendment packages are not within the Wekiva River Protection Area.

The proposed amendments are not being adopted under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

The contact person for the 2019-2 Plan Amendment package is:

Cheryl Campbell, Planner III  
Cheryl.Campbell@brevardfl.gov  
Planning and Development Department  
2725 Judge Fran Jamieson Way, Building A Viera, FL 32940  
PHONE (321) 633-2070 - FAX (321) 633-2074

A local newspaper of general circulation is:

Florida Today 1 Gannett Plaza  
Melbourne, FL 32940  
(321) 259-5555

In accordance with Florida Statutes, one paper copy and two copies in Portable Document Format (PDF) on the enclosed CD-ROM of the proposed amendment package including all proposed text, maps, and support documents are sent to your office via this transmittal. If you have any questions regarding the enclosed materials, please contact Cheryl Campbell at the above address.

Sincerely,



Kristine Isnardi, Chair

cc:

Brevard County Board of County Commissioners  
Frank Abbate, County Manager  
Eden Bentley, County Attorney  
Tad Calkins, Director, Planning and Development Department  
East Central Florida Regional Planning Council  
St. Johns River Water Management District  
FDOT District Five Florida Department of Environmental Protection  
Florida Division of Historic Resources  
Florida Fish and Wildlife Conservation Commission Florida Division of Agriculture and  
Consumer Services Florida Department of Education  
Patrick Air Force Base Military Installation

- C. Whether the surrounding existing road system is of sufficient width and construction quality to serve the proposed use(s) without the need for substantial public improvements;
- D. Whether the surrounding existing road system is of such width and construction quality that the proposed use(s) would realistically pose a potential for material danger to public safety in the surrounding area;
- E. Whether the proposed use(s) would be likely to result in such a material and adverse change in traffic capacity of a road or roads in the surrounding area such that either design capacities would be significantly exceeded or a de facto change in functional classification would result;
- F. Whether the proposed use(s) would cause such material and adverse changes in the types of traffic that would be generated on the surrounding road system, that physical deterioration of the surrounding road system would be likely;
- G. Whether projected traffic impacts of the proposed use(s) would materially and adversely impact the safety or welfare of residents in existing residential neighborhoods.

#### **Administrative Policy 6**

The use(s) proposed under the rezoning, conditional use or other application for development approval must be consistent with, (a), all written land development policies set forth in these administrative policies; and (b), the future land use element, coastal management element, conservation element, potable water element, sanitary sewer element, solid waste management element, capital improvements element, recreation and open space element, surface water element, and transportation elements of the comprehensive plan.

#### **Administrative Policy 7**

Proposed use(s) shall not cause or substantially aggravate any, (a), substantial drainage problem on surrounding properties; or (b), significant, adverse and unmitigatable impact on significant natural wetlands, water bodies or habitat for listed species.

#### **Administrative Policy 8**

These policies, the staff analysis based upon these policies, and the applicant's written analysis, if any, shall be incorporated into the record of every quasi-judicial review application for development approval presented to the Board including rezoning, conditional use permits, and vested rights determinations.

Section 62-1151(c) of the Code of Ordinances of Brevard County directs, "The planning and zoning board shall recommend to the board of county commissioners the denial or approval of each application for amendment to the official zoning maps based upon a consideration of the following factors:

- (1) The character of the land use of the property surrounding the property being considered.
- (2) The change in conditions of the land use of the property being considered and the surrounding property since the establishment of the current applicable zoning classification, special use or conditional use.

- (3) The impact of the proposed zoning classification or conditional use on available and projected traffic patterns, water and sewer systems, other public facilities and utilities and the established character of the surrounding property.
- (4) The compatibility of the proposed zoning classification or conditional use with existing land use plans for the affected area.
- (5) The appropriateness of the proposed zoning classification or conditional use based upon a consideration of the applicable provisions and conditions contained in this article and other applicable laws, ordinances and regulations relating to zoning and land use regulations and based upon a consideration of the public health, safety and welfare.

The minutes of the planning and zoning board shall specify the reasons for the recommendation of approval or denial of each application.”

### **CONDITIONAL USE PERMITS (CUPs)**

In addition to the specific requirements for each Conditional Use Permit (CUP), Section 62-1901 provides that the following approval procedure and general standards of review are to be applied to all CUP requests, as applicable.

- (b) Approval procedure. An application for a specific conditional use within the applicable zoning classification shall be submitted and considered in the same manner and according to the same procedure as an amendment to the official zoning map as specified in Section 62-1151. The approval of a conditional use shall authorize an additional use for the affected parcel of real property in addition to those permitted in the applicable zoning classification. The initial burden is on the applicant to demonstrate that all applicable standards and criteria are met. Applications which do not satisfy this burden cannot be approved. If the applicant meets its initial burden, then the Board has the burden to show, by substantial and competent evidence, that the applicant has failed to meet such standards and the request is adverse to the public interest. As part of the approval of the conditional use permit, the Board may prescribe appropriate and reasonable conditions and safeguards to reduce the impact of the proposed use on adjacent and nearby properties or the neighborhood. A nearby property, for the purpose of this section, is defined as any property which, because of the character of the proposed use, lies within the area which may be substantially and adversely impacted by such use. In stating grounds in support of an application for a conditional use permit, it is necessary to show how the request fulfills both the general and specific standards for review. The applicant must show the effect the granting of the conditional use permit will have on adjacent and nearby properties, including, but not limited to traffic and pedestrian flow and safety, curb-cuts, off-street loading and parking, off-street pickup of passengers, odors, glare and noise, particulates, smoke, fumes, and other emissions, refuse and service areas, drainage, screening and buffering for protection of adjacent and nearby properties, and open space and economic impact on nearby properties. The applicant, at his discretion, may choose to present expert testimony where necessary to show the effect of granting the conditional use permit.

- (c) General Standards of Review.

- (1) The planning and zoning board and the board of county commissioners shall base the denial or approval of each application for a conditional use based upon

a consideration of the factors specified in Section 62-1151(c) plus a determination whether an application meets the intent of this section.

- a. The proposed conditional use will not result in a substantial and adverse impact on adjacent and nearby properties due to: (1), the number of persons anticipated to be using, residing or working under the conditional use; (2), noise, odor, particulates, smoke, fumes and other emissions, or other nuisance activities generated by the conditional use; or (3), the increase of traffic within the vicinity caused by the proposed conditional use.
  - b. The proposed use will be compatible with the character of adjacent and nearby properties with regard to use, function, operation, hours of operation, type and amount of traffic generated, building size and setback, and parking availability.
  - c. The proposed use will not cause a substantial diminution in value of abutting residential property. A substantial diminution shall be irrebuttably presumed to have occurred if abutting property suffers a 15% reduction in value as a result of the proposed conditional use. A reduction of 10% of the value of abutting property shall create a rebuttable presumption that a substantial diminution has occurred. The Board of County Commissioners carries the burden to show, as evidenced by either testimony from or an appraisal conducted by an M A I certified appraiser, that a substantial diminution in value would occur. The applicant may rebut the findings with his own expert witnesses.
- (2) The following specific standards shall be considered, when applicable, in making a determination that the general standards specified in subsection (1) of this section are satisfied:
- a. Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire and catastrophe, shall be: (1), adequate to serve the proposed use without burdening adjacent and nearby uses, and (2), built to applicable county standards, if any. Burdening adjacent and nearby uses means increasing existing traffic on the closest collector or arterial road by more than 20%, or 10% if the new traffic is primarily comprised of heavy vehicles, except where the affected road is at Level of Service A or B. New traffic generated by the proposed use shall not cause the adopted level of service for transportation on applicable roadways, as determined by applicable Brevard County standards, to be exceeded. Where the design of a public road to be used by the proposed use is physically inadequate to handle the numbers, types or weights of vehicles expected to be generated by the proposed use without damage to the road, the conditional use permit cannot be approved without a commitment to improve the road to a standard adequate to handle the proposed traffic, or to maintain the road through a maintenance bond or other means as required by the Board of County Commissioners.
  - b. The noise, glare, odor, particulates, smoke, fumes or other emissions from the conditional use shall not substantially interfere with the use or enjoyment of the adjacent and nearby property.
  - c. Noise levels for a conditional use are governed by Section 62-2271.

- d. The proposed conditional use shall not cause the adopted level of service for solid waste disposal applicable to the property or area covered by such level of service, to be exceeded.
- e. The proposed conditional use shall not cause the adopted level of service for potable water or wastewater applicable to the property or the area covered by such level of service, to be exceeded by the proposed use.
- f. The proposed conditional use must have existing or proposed screening or buffering, with reference to type, dimensions and character to eliminate or reduce substantial, adverse nuisance, sight, or noise impacts on adjacent and nearby properties containing less intensive uses.
- g. Proposed signs and exterior lighting shall not cause unreasonable glare or hazard to traffic safety, or interference with the use or enjoyment of adjacent and nearby properties.
- h. Hours of operation of the proposed use shall be consistent with the use and enjoyment of the properties in the surrounding residential community, if any. For commercial and industrial uses adjacent to or near residential uses, the hours of operation shall not adversely affect the use and enjoyment of the residential character of the area.
- i. The height of the proposed use shall be compatible with the character of the area, and the maximum height of any habitable structure shall be not more than 35 feet higher than the highest residence within 1,000 feet of the property line.
- j. Off-street parking and loading areas, where required, shall not be created or maintained in a manner which adversely impacts or impairs the use and enjoyment of adjacent and nearby properties. For existing structures, the applicant shall provide competent, substantial evidence to demonstrate that actual or anticipated parking shall not be greater than that which is approved as part of the site plan under applicable county standards.

**FACTORS TO CONSIDER FOR A REZONING REQUEST**

Section 62-1151(c) sets forth factors to consider in connection with a rezoning request, as follows:

“The planning and zoning board shall recommend to the board of county commissioners the denial or approval of each application for amendment to the official zoning maps based upon a consideration of the following factors:

- (1) The character of the land use of the property surrounding the property being considered.
- (2) The change in conditions of the land use of the property being considered and the surrounding property since the establishment of the current applicable zoning classification, special use or conditional use.
- (3) The impact of the proposed zoning classification or conditional use on available and projected traffic patterns, water and sewer systems, other public facilities and utilities and the established character of the surrounding property.

- (4) The compatibility of the proposed zoning classification or conditional use with existing land use plans for the affected area.
- (5) The appropriateness of the proposed zoning classification or conditional use based upon a consideration of the applicable provisions and conditions contained in this article and other applicable laws, ordinances and regulations relating to zoning and land use regulations and based upon a consideration of the public health, safety and welfare.”

These staff comments contain references to zoning classifications found in the Brevard County Zoning Regulations, Chapter 62, Article VI, Code of Ordinances of Brevard County. These references include brief summaries of some of the characteristics of that zoning classification. Reference to each zoning classification shall be deemed to incorporate the full text of the section or sections defining and regulating that classification into the Zoning file and Public Record for that item.

These staff comments contain references to sections of the Code of Ordinances of Brevard County. Reference to each code section shall be deemed to incorporate this section into the Zoning file and Public Record for that item.

These staff comments contain references to Policies of the Brevard County Comprehensive Plan. Reference to each Policy shall be deemed to incorporate the entire Policy into the Zoning file and Public Record for that item.

These staff comments refer to previous zoning actions which are part of the Public Records of Brevard County, Florida. These records will be referred to by reference to the file number. Reference to zoning files are intended to make the entire contents of the cited file a part of the Zoning file and Public Record for that item.

## DEFINITIONS OF CONCURRENCY TERMS

**Maximum Acceptable Volume (MAV):** Maximum acceptable daily volume that a roadway can carry at the adopted Level of Service (LOS).

**Current Volume:** Building permit related trips added to the latest TPO (Transportation Planning Organization) traffic counts.

**Volume with Development (VOL W/DEV):** Equals Current Volume plus trip generation projected for the proposed development.

**Volume/Maximum Acceptable Volume (VOL/MAV):** Equals the ratio of current traffic volume to the maximum acceptable roadway volume.

**Volume/Maximum Acceptable Volume with Development (VOL/MAV W/DEV):** Ratio of volume with development to the Maximum Acceptable Volume.

**Acceptable Level of Service (CURRENT LOS):** The Level of Service at which a roadway is currently operating.

**Level of Service with Development (LOS W/DEV):** The Level of Service that a proposed development may generate on a roadway.



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department

2725 Judge Fran Jamieson Way

Suite A-114

Viera, FL 32940

Phone: (321)633-2070

September 9, 2019

Mr. Ray Eubanks  
Plan Processing Administrator Division of Community Planning  
Florida Department of Economic Opportunity  
107 East Madison Street, MSC-160  
Tallahassee, FL 32399-4120

Re: 2019-2 Fall Cycle Large Scale Comprehensive Plan Amendment Transmittal Package

Dear Mr. Eubanks,

Enclosed please find the Transmittal package for the 2019-2 Fall Cycle Large Scale Comprehensive Plan Amendment. There is one private application for amendment being considered for Transmittal: 2019-2.2 submitted by Brevard Medical City, LLC, more fully described in the attached staff comments for 19PZ00086.

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The plan amendment's "content and effect" is included in this mailing. Brevard County is submitting the proposed LSCPA's under the expedited state review process.

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The contact person for the 2019-2 Plan Amendment package is:

Cheryl Campbell, Planner III  
Cheryl.Campbell@brevardfl.gov  
Planning and Development Department  
2725 Judge Fran Jamieson Way, Building A Viera, FL 32940  
PHONE (321) 633-2070 - FAX (321) 633-2074

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Melbourne, FL 32940  
(321) 259-5555

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Sincerely,

Kristine Isnardi, Chair

cc:

Brevard County Board of County Commissioners  
Frank Abbate, County Manager  
Eden Bentley, County Attorney  
Tad Calkins, Director, Planning and Development Department  
East Central Florida Regional Planning Council  
St. Johns River Water Management District  
FDOT District Five Florida Department of Environmental Protection  
Florida Division of Historic Resources  
Florida Fish and Wildlife Conservation Commission Florida Division of Agriculture and  
Consumer Services Florida Department of Education  
Patrick Air Force Base Military Installation



Planning & Development Department  
2725 Judge Fran Jamieson Way  
Building A, Room 114  
Viera, Florida 32940

**BOARD OF COUNTY COMMISSIONERS**

TO: LOCAL PLANNING AGENCY MEMBERS

FROM: Amanda Elmore  
Interim Planning & Zoning Manager, Planning & Development Department

DATE: September 9, 2019

SUBJECT: Transmittal of the 2019 Fall Cycle Comprehensive Plan Amendment Packet

Please find attached the 2019 Fall Cycle Large Scale Comprehensive Plan Amendment Packet. The Brevard County Zoning Code Chapter 62-502 (b)(3) establishes a twice a year application deadline. The 2019-2 Comprehensive Plan amendment is the County's third Large Scale Comprehensive Plan Amendment package of 2019.

There is one private application being considered for Transmittal in this cycle, listed below and more fully described in the attached staff comments:

- 2019 – 2.2 submitted by Brevard Medical City, LLC, amending the Future Land Use Element

For additional information or questions please contact Cheryl W. Campbell, Planner III, Planning & Development Department Phone: 633-2070, Ext: 58271 E-mail: [Cheryl.Campbell@BrevardFL.gov](mailto:Cheryl.Campbell@BrevardFL.gov)



**BOARD OF COUNTY COMMISSIONERS**

**Planning & Development Department**  
2725 Judge Fran Jamieson Way  
Building A, Room 114  
Viera, Florida 32940

## **Large Scale Comprehensive Plan Amendment Transmittal Package 2019-2**

**Large Scale Comprehensive Plan Amendment  
Brevard Medical City, LLC  
2019-2.2**

**PROPOSED COMPREHENSIVE PLAN AMENDMENT 2019-2.2  
FUTURE LAND USE MAP SERIES  
FUTURE LAND USE ELEMENT**

**Request:** 2019-2.2  
Large Scale Comprehensive Plan Amendment (LSCPA) Future Land Use (FLU) Map Amendment

**Owner / Applicant:** Brevard Medical City, LLC

**Location:** Legal Description On file  
Tax Acct Parcel #3012197, #3014505, #3012173, #2632155

**Acreage:** ± 16.329 acres

**Existing Land Use Designation:** Planned Industrial (PI)

**Proposed Land Use Designation:** Community Commercial (CC)

**Existing Zoning Classification:** Planned Industrial Park (PIP)

**Proposed Zoning Classification:** Planned Unit Development (PUD)

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**FUTURE LAND USE MAP AMENDMENT**

**Description:**

This request is for an amendment to the Future Land Use designation from Planned Industrial (PI) to Community Commercial (CC) on a 16.329 acre property. The subject property is located on the east side of North Wickham Road and is bound by the Florida East Coast (FEC) Railway to the east. The existing Planned Industrial (PI) Future Land Use was adopted with the initial Comprehensive Plan in 1988, due to its proximity to the Florida East Coast (FEC) railway and major transportation corridors. The subject property has been developed as Brevard Medical City and Chateau Madeline a Senior Living Community.

The subject parcel abuts property developed as professional offices to the north across Pineda Court. To the east, the property abuts the Florida East Coast (FEC) Railway and to the south, a Fresh Market with additional retail stores within a commercial plaza. To the west across Wickham Road, is Suntree Professional Center consisting of professional offices and Country Walk at Suntree, a single-family subdivision. Directly to the south and west of the

subject parcel is a cluster of approximately forty-five (45) acres of land with a Community Commercial (CC) Future Land Use designation along both the east and west side of North Wickham Road. Directly to the north and west is a cluster of approximately forty-eight (48) acres of property with a Neighborhood Commercial (NC) Future Land Use designation on the east and west sides of North Wickham Road and surrounding the intersection of Lake Andrew Drive and North Wickham Road.

The applicant has indicated that he will be submitting a companion rezoning application requesting a Zoning change from Planned Industrial Park (PIP) to a Planned Unit Development (PUD).

| <b>Surrounding Uses</b>             | <b>Current Use</b>  | <b>Zoning</b> | <b>Future Land Use</b> |
|-------------------------------------|---|---------------|------------------------|
| <b>North</b><br>Across Pineda Court | Professional Office Complex                                     | IU & PUD      | PI & NC                |
| <b>East</b><br>FEC Railway          | Florida East Coast (F.E.C.) Railway                             | PIP           | NC                     |
| <b>South</b>                        | Vacant Commercial, Fresh Market & Retail                        | BU-1 & BU-2   | CC & PI                |
| <b>West</b><br>Across Wickham Road  | Suntree PUD & Country Walk at Suntree Single-Family Residential | BU-1 & PUD    | RES 4 & CC             |

**Availability of Public Facilities and Services:**

Potable Water: The subject property is located in the City of Cocoa Service Area.

Sanitary Sewer: The subject property is located within Brevard County's sanitary sewer service area.

Solid Waste: Brevard County provides solid waste collection and disposal for this area.

Parks & Recreation: The proposed land use amendment would not exceed existing park land level of service for the South Planning Area.

Drainage: All necessary drainage and stormwater management facilities must be provided on-site by the developer and approved during the subdivision and land development review process.

Transportation: The subject property is located on Wickham Road (segment 370F) from Saint Andrews Road to Jordon Blass Drive. The segment was identified with a deficiency and is nearing maximum capacity. The Maximum Acceptable Volume (MAV) is 39,800 with an Average Daily Trips (ADT) of 3,582. The segment has a current operating volume of 74.52%.

The proposed Future Land Use change to Community Commercial (CC) would generate approximately 601,222 ADT and 36,204 PM Peak trips. Therefore, if the proposed project were to be approved, the Maximum Acceptable Volume (MAV) would exceed this by 591,079 trips.

Future Land Use designation traffic analysis is based upon Floor Area Ratio (FAR). Community Commercial (CC) Future Land Use designation has a FAR of 1. With a FAR of 1, the ratio of the building's total floor area (gross floor area) to the size of the piece of land upon which it is built has the potential of 711,291 square feet (s.f.).

|                                  | ADT                                     | PM PEAK  |  |                                  |
|----------------------------------|---|----------|--|----------------------------------|
| Trips from Existing Zoning       | 601,222                                 | 36,204   | Segment Number                                 | 370F                             |
| Trips from Proposed Zoning       | 601,222                                 | 36,204   | Segment Name                                   | Wickham ST. ANDREWS-JORDAN BLASS |
| Maximum Acceptable Volume (MAV)  | 39,800                                  | 3,582    | Acceptable LOS                                 | D                                |
| Current Volume                   | 29,657                                  | 2,669    | Directional Split                              | 0.5                              |
| Volume With Proposed Development | 630,879                                 | 56,779   | ITE CODE                                       |                                  |
| Current Volume / MAV             | 74.52%                                  | 74.52%   | 252 & 255                                      |                                  |
| Volume / MAV with Proposal       | 1585.12%                                | 1585.12% |  |                                  |
| Current LOS                      | C                                       | C        |  |                                  |
| LOS With Proposal                | F                                       | F        |  |                                  |
| <b>Findings</b>                  | <input type="checkbox"/> Non-Deficiency |          | <input checked="" type="checkbox"/> Deficiency |                                  |

**Public Schools:** The applicant was not required to submit a School Impact Analysis-Capacity Determination letter from the School Board of Brevard County that depicts a non-deficiency.

**Conclusion:** The preliminary concurrency analysis at the first level of review did indicate that the proposed development would cause a deficiency of adopted levels of service. Further review will be completed at site plan review.

**Environmental Resources:**

Please refer to comments provided by the Natural Resource Management Department.

**Coastal High Hazard Zone:**

The subject property is not located within the Coastal High Hazard Zone.

**Historic Resources:**

There is one linear resource of historic or archaeological sites on the project site according to the Master Site File from the Florida Division of Historic Resources. At the time of site plan review the applicant is required to submit a description of the ground disturbing activities to the Compliance and Review Division of the Florida Department of State Division of Historical Resources.

**Comprehensive Plan Policies/Comprehensive Plan Analysis:**

*Staff findings of fact are shown in italics.*

**Notice:** *The Comprehensive Plan establishes the broadest framework for reviewing development applications and provides the initial level of review in a three layer screening process. The second level of review entails assessment of the development application's consistency with Brevard County's zoning regulations. The third layer of review assesses whether the development application conforms with site planning/land development standards of the Brevard County Land Development Code. While each of these layers individually affords its own evaluative value, all three layers must be cumulatively considered when assessing the appropriateness of a specific development proposal.*

**Future Land Use Element Policies**

The following policies pertain to this future land use planning activity.

**Role of the Comprehensive Plan in the Designation of Commercial Lands**

**Policy 2.1**

The Comprehensive Plan takes into consideration broad criteria for evaluating requests for commercial land use designations within Brevard County. At a minimum, these criteria address the following:

**Criteria:**

- A. Overall accessibility to the site;

*The subject parcel has frontage on North Wickham Road, which is a major north-south corridor, functionally classified as an urban major collector road. The subject parcel is located approximately one third of a mile south of the intersection of Saint Andrew Drive, an urban minor collector road.*

*Cross access has been achieved within the Medical Complex and additionally with the adjacent properties to the north and south of the subject site. Inter-*

*connectivity is provided to the north at Pineda Court providing access to the professional offices to the north intersecting with Saint Andrew Drive. To the south, inter-connectivity is provided to the professional offices and to the retail uses to include Fresh Market and the commercial outparcels.*

- B. Compatibility and inter-connectivity with adjacent adopted Future Land Use designations and land uses;

*Directly adjacent to the subject site there is an approximately 46 acre cluster of land with a Future Land Use designation of Community Commercial (CC) that runs along North Wickham Road on the east and west sides. Directly adjacent to the subject site to the north is an approximately 48 acre cluster of land with a Future Land Use designation of Neighborhood Commercial (NC).*

- C. Existing commercial development trend in the area;

*The North Wickham Road corridor between Saint Andrew Boulevard and Jordan Blass Drive to the south and Pineda Causeway further south, is characterized mainly by Neighborhood Commercial (NC) and Community Commercial (CC) Future Land Use designations. Current development trends along this portion of the corridor are parcels developed as a medical office park, commercial plazas and fresh markets as well as professional offices with a convenient store with gasoline sales, located on the northeast corner of the major intersection of North Wickham Road and Pineda Causeway to the south.*

- D. Fundamental changes in the character of an area prompted by infrastructure improvements undertaken by the County;

*There are no fundamental changes in character within this area prompted by County infrastructure improvements.*

- E. Availability of required infrastructure at/above adopted levels of service;

*The subject parcel is served by the Cocoa Utilities' potable water supply. There are existing Brevard County Utilities sewer lines that run along the east side of North Wickham Road.*

*The preliminary transportation concurrency analysis indicates that the North Wickham Road corridor from Jordan Blass Drive to Saint Andrews Boulevard has a maximum acceptable volume (MAV) of 39,800. Brevard County defers to the Space Coast Transportation Planning Organization's (TPO's) traffic count program, which indicates that in 2016 the roadway's trips were at 74.52% of the MAV. With this Future Land Use change to Community Commercial (CC) the subject parcel at its highest use, would increase the Maximum Acceptable Volume (MAV) to 1,585.12%. Currently, North Wickham Road has a Level of*

*Service (LOS) of C. The Future Land Use change to Community Commercial (CC) would create a Level of Service (LOS) of F. This segment of North Wickham Road has a maximum Acceptable Level of Service (LOS) of D.*

*The Board may wish to consider requiring a Binding Development Plan with the change of Zoning request from Planned Industrial Park (PIP) to Planned Unit Development (PUD) at the Adoption Phase of the Public Hearing process for this Large Scale Future Land Use request.*

F. Spacing from other commercial activities;

*The subject parcel is adjacent to a Professional Office Complex to the north, Florida East Coast (FEC) Railway to the east, vacant and developed commercial property to the south with a Fresh Market and other retail stores and Suntree PUD and Country Walk at Suntree, a single-family residential development to the west across North Wickham Road.*

*The majority of the area between Jordan Blass Drive and Saint Andrew Boulevard along the North Wickham Road corridor maintains neighborhood and community commercial land uses.*

G. Size of proposed commercial designation compared with current need for commercial lands;

*The Future Land Use designation change from Planned Industrial (PI) to Community Commercial (CC) is proposed on 16.329 acres.*

*In this area south of Saint Andrew Drive and north of Jordan Blass Drive there are approximately 19 acres of Community Commercial (CC) parcels and approximately 34 acres of Neighborhood Commercial (NC) parcels.*

H. Adherence to the objectives/policies of the Conservation Element and minimization of impacts upon natural resources and systems;

*The Natural Resource Management (NRM) Department has provided a preliminary summary of adherence to the objectives/policies of the Conservation Element and the minimization of impacts upon natural resources and systems. No substantial natural resources issues were identified. (See attached NRM Department Summary).*

I. Integration of open space; and

*Open space will be evaluated during the site plan review process.*

J. Impacts upon strip commercial development.

*This area of the North Wickham Road Corridor is comprised of a mixture of Community Commercial (CC) and Neighborhood Commercial (NC) land uses. The promotion of strip pattern commercial development is discouraged within the Future Land Use Element for Community Commercial (CC) property. Infill within established strip commercial areas is preferred over the extension of a strip commercial pattern.*

### **Activities Permitted in Community Commercial (CC) Future Land Use Designations Policy 2.7**

Community Commercial (CC) development activities are intended to serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. Development activities which may be considered within the Community Commercial (CC) Future Land Use designation, provided that the guidelines listed in Table 2.2 are met, include the following:

- a) Existing strip commercial;
- b) Transient commercial uses;
- c) Tourist commercial uses;
- d) Professional offices;
- e) Personal service establishments;
- f) Retail establishments;
- g) Non-retail commercial uses;
- h) Residential uses;
- i) Institutional uses;
- j) Recreational uses;
- k) Public facilities;
- l) Transitional uses pursuant to Policy 2.12; and
- m) Planned Industrial Park development (as permitted by PIP zoning).

*The applicant has indicated that he is proposing to add forty (40) additional beds to the existing Adult Living Facility.*

### **Locational and Development Criteria for Community Commercial Uses Policy 2.8**

Locational and development criteria for community commercial land uses are as follows:

#### **Criteria:**

- A. Community Commercial clusters of up to 10 acres in size should be located at arterial/arterial intersections. Collector/arterial intersections are acceptable for clusters of up to 10 acres in size, however, the collector roadways must serve

multiple Residential areas. Intrusion of these land uses into the surrounding Residential areas shall be limited. For Community Commercial clusters greater than 10 acres in size, they must be located at principal arterial/principal arterial intersections.

*The subject parcel is greater than 10 acres. Parcels with the Community Commercial (CC) Future Land Use designation are clustered at the intersection of Jordan Blass Drive and North Wickham Road. Currently there is a cluster of Community Commercial (CC) approximately 36 acres in size. This cluster of over 10 acres is not on a principal arterial/principal arterial intersection but on an urban minor collector/principal arterial intersection.*

*This cluster of community commercial serves multiple residential areas to include Country Walk at Suntree, Viscaya Estates and Suntree Planned Unit Development (PUD) to the west, a residential community of over one hundred homes on a golf course. Suntree PUD has connectivity to this intersection both at Jordan Blass Drive and North Wickham Road.*

- B Community commercial complexes should not exceed 40 acres at an intersection.

*The subject parcel is 16.329 total acres in size and has not exceeded 40 acres. The subject parcel is located approximately seven hundred fifty-four feet (754') north of the intersection of Jordan Blass Drive and North Wickham Road and is not located directly at an intersection.*

- C. Community commercial clusters up to 10 acres in size should be spaced at least two miles apart and community commercial clusters up to 40 acres in size should be spaced at least five miles apart.

*The subject parcel is 16.329 acres in size. There is an existing commercial cluster to the south of the subject site on the east and west sides of North Wickham Road that is approximately 42.69 acres in size. With the addition of this potentially new community commercial (CC) property, the commercial cluster will be approximately fifty-nine (59) acres in size.*

*The current development pattern along this section of North Wickham Road is Community Commercial (CC) to the south of the subject site and is Neighborhood Commercial (NC) to the north.*

- D. The gross floor area of community commercial complexes should not exceed 150,000 square feet for commercial clusters up to 10 acres in size and shall not exceed 400,000 square feet for commercial clusters greater than 10 acres but less than 40 acres in size.

*By calculating Floor Area Ratio (FAR), the square footage is 711,291 square feet and would exceed the 400,000 square foot limitation for community commercial complexes up to 40 acres.*

*The gross floor area is regulated through the land development regulations at the time of site plan review.*

- E. Floor Area Ratio (FAR) of up to one will be permitted for Community Commercial sites.

*The maximum building square footage will be 711,291 square feet. The FAR is regulated through the land development regulations at the time of site plan review.*

- F. Recreational vehicle parks shall be located in areas which serve the needs of tourists and seasonal visitors to Brevard County. The location of recreational vehicle parks shall have access to interstate interchanges via arterial and principal collector transportation corridors or the property shall be located on a major multi-county transportation corridor.

*This parcel does meet the criteria to be developed as a recreational vehicle park because it does have access to an interstate exchange from North Wickham Road via Pineda Causeway to Interstate 95 to the east.*

### **Summary**

The proposed amendment is seeking to change the Comprehensive Plan from Planned Industrial (PI) to Community Commercial (CC) Future Land Use on 16.329 acres of land located on the east side of North Wickham Road, approximately seven hundred forty-eight feet (748') north of Jordon Blass Boulevard.

The subject property is proposed to be served with both potable water and sanitary sewer, and is located with access from an urban major collector roadway, which intersects with Saint Andrew Drive, an urban minor collector road approximately .33 miles north of the subject site.

The applicant has indicated that he will be submitting a rezoning request from Planned Industrial Park (PIP) to Planned Unit Development (PUD) at the adoption phase of this Large Scale Comprehensive Plan Amendment request. The stated intent of the applicant is to increase the number of beds from the original site development plan of an assisted care living facility from 96 to 136 beds which would be an addition of 40 beds.

If you have any questions, please contact Cheryl W. Campbell, Planner III, of the Planning & Development Department at (321) 633-2070 ext. 58271 or via email to [Cheryl.Campbell@brevardfl.gov](mailto:Cheryl.Campbell@brevardfl.gov)

**Future Land Use (FLU) Review & Summary  
Item # 19PZ00086**

**Applicant:** Abe Hardoon, Brevard Medical City, LLC

**FLU Request:** PI & NC to CC

**Note:** Applicant wants to rezone to allow for PUD

**LPA Hearing Date:** 8/19/19

**BCC Hearing Date:** 9/5/19

**LPA Hearing Date:** 11/18/19

**BCC Hearing Date:** 12/5/19

**Tax ID No:** 3012197, 3014505, 3012173, 2632155

- This is a preliminary review based on best available data maps reviewed by the Natural Resources Management Department (NRM) and does not include a site inspection to verify the accuracy of the mapped information.
- In that the rezoning process is not the appropriate venue for site plan review, specific site designs submitted with the rezoning request will be deemed conceptual. Board comments relative to specific site design do not provide vested rights or waivers from Federal, State or County regulations.
- **This review does not guarantee whether or not the proposed use, specific site design, or development of the property can be permitted under current Federal, State, or County Regulations.**

**Substantial Natural Resources Land Use Issues:**

No substantial natural resource land use issues were identified. If the owner/applicant has any questions regarding any potential limitations, they are encouraged to contact NRM at 321-633-2016 prior to any land clearing activities, plan, or permit submittal. NRM reserves the right to assess consistency with environmental ordinances at all applicable future stages of development.

**Summary of Mapped Natural Resources Present on the Subject Property:**

- Aquifer Recharge Soils
- Floodplain

**Land Use Comments:**

**Aquifer Recharge Soils**

The subject parcel contains mapped aquifer recharge soils (Tavares fine sand and Pomello sand) as shown on the USDA Soil Conservation Service Soils Survey map. The applicant is hereby notified of the development and impervious restrictions within Conservation Element Policy 10.2 and the Aquifer Protection Ordinance

**Floodplain**

A portion of the subject property is mapped as being within a Special Flood Hazard Area as identified by the Federal Emergency Management Agency and as shown on the FEMA Flood Map. The basin is subject to the development criteria in Conservation Element Objective 4, its subsequent policies, and the Floodplain Ordinance.

**Landscape requirements**

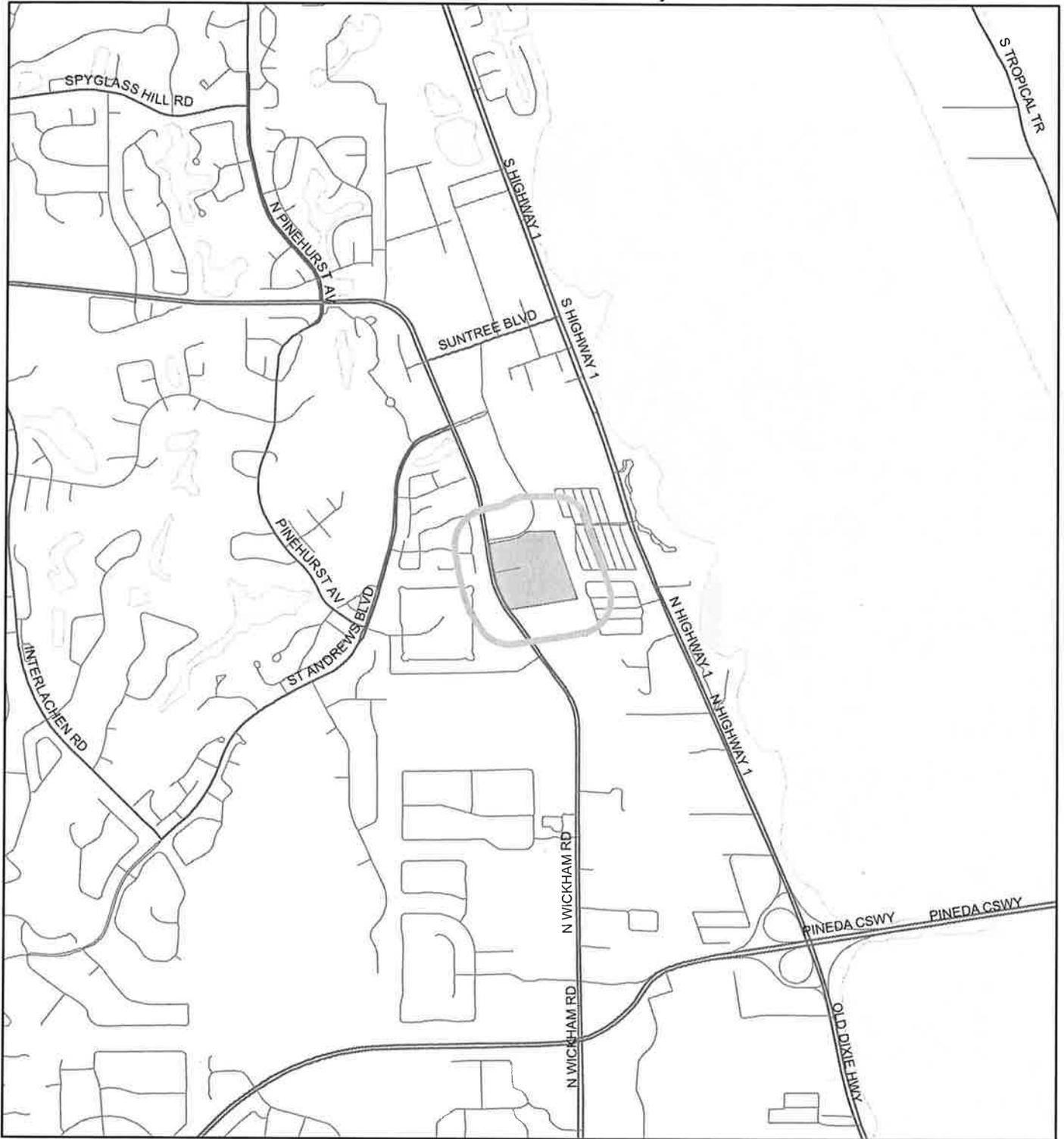
The applicant is advised to refer to Article XIII, Division 2, entitled Land Clearing, Landscaping, and Tree Protection, for specific requirements for preservation and canopy coverage requirements. Per Section 62-4341(18), Specimen and Protected Trees shall be preserved or relocated on site to the Greatest Extent Feasible. Per Section 62-4332, Definitions, Greatest Extent Feasible shall include, but not be limited to, relocation of roads, buildings, ponds, increasing building height to reduce building footprint or reducing Vehicular Use Areas.

**Protected Species**

Federally and/or state protected species may be present on properties with aquifer recharge soils. Should any protected species be present, the applicant should obtain any necessary permits or clearance letters from the Florida Fish and Wildlife Conservation Commission and/or U.S. Fish and Wildlife Service prior to any plan, permit submittal, or development activity, including land clearing, as applicable.

**LSCPA  
Brevard Medical  
City, LLC  
Transmittal 2019-2.2  
Supporting Maps**

**LOCATION MAP**  
 Comprehensive Plan Amendment  
 19PZ00086 - Brevard Medical City LLC



1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet

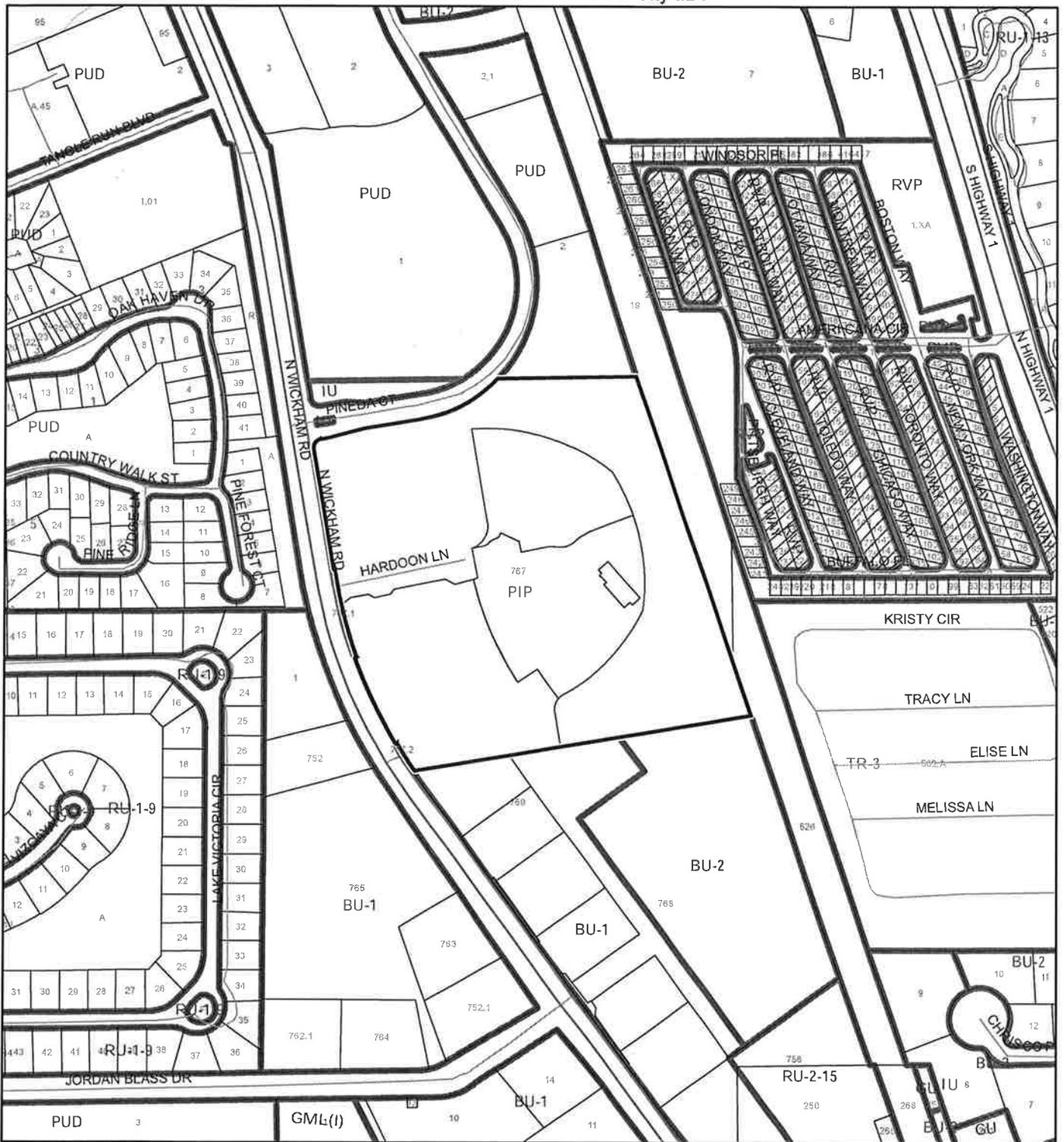
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/18/2019

-  Buffer
-  Subject Property

# ZONING MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

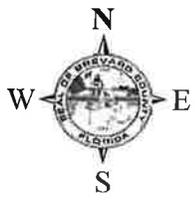
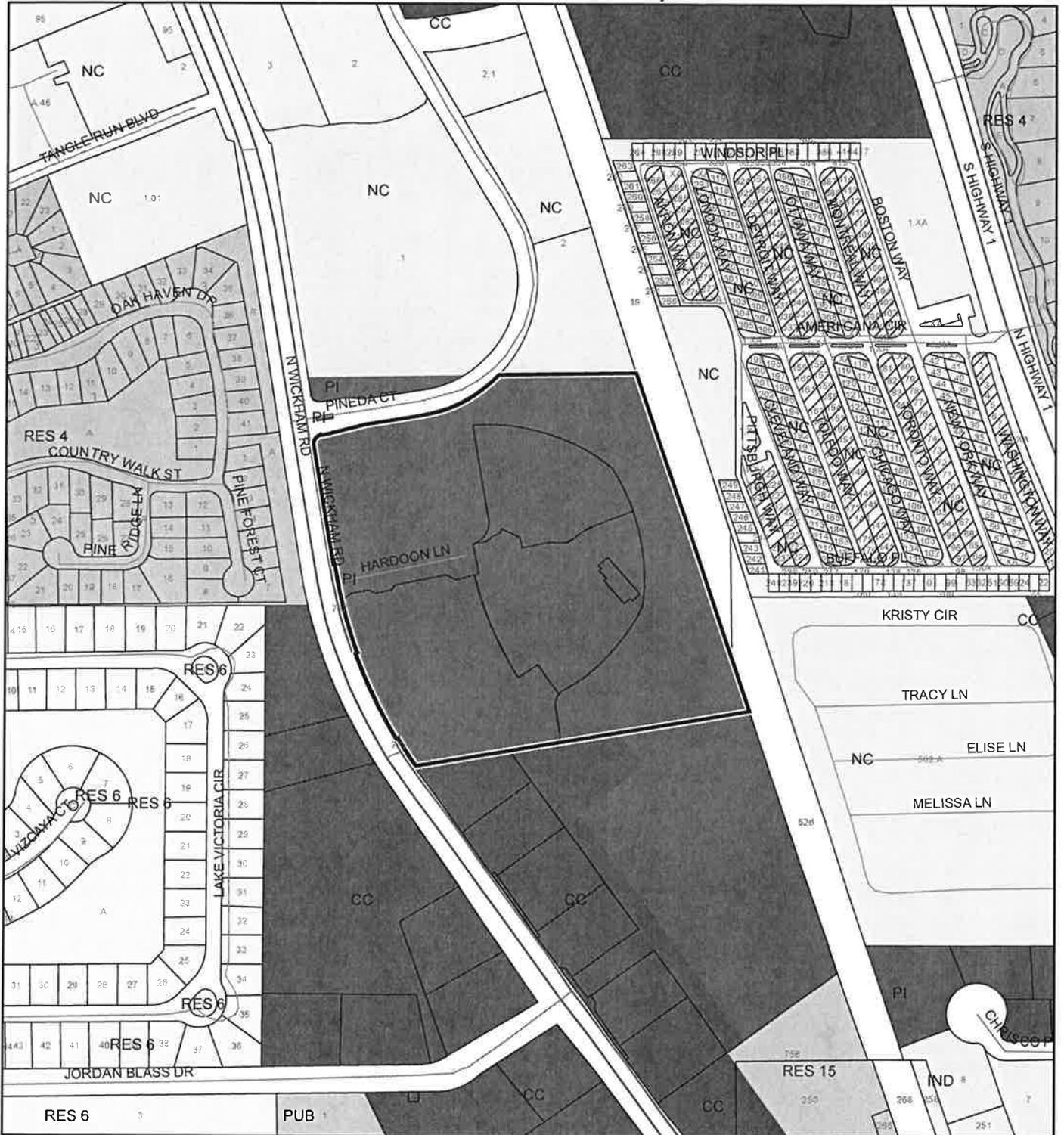
-  Subject Property
-  Parcels
-  Zoning

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/18/2019

# FUTURE LAND USE MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

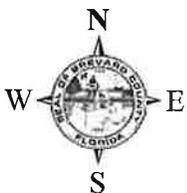
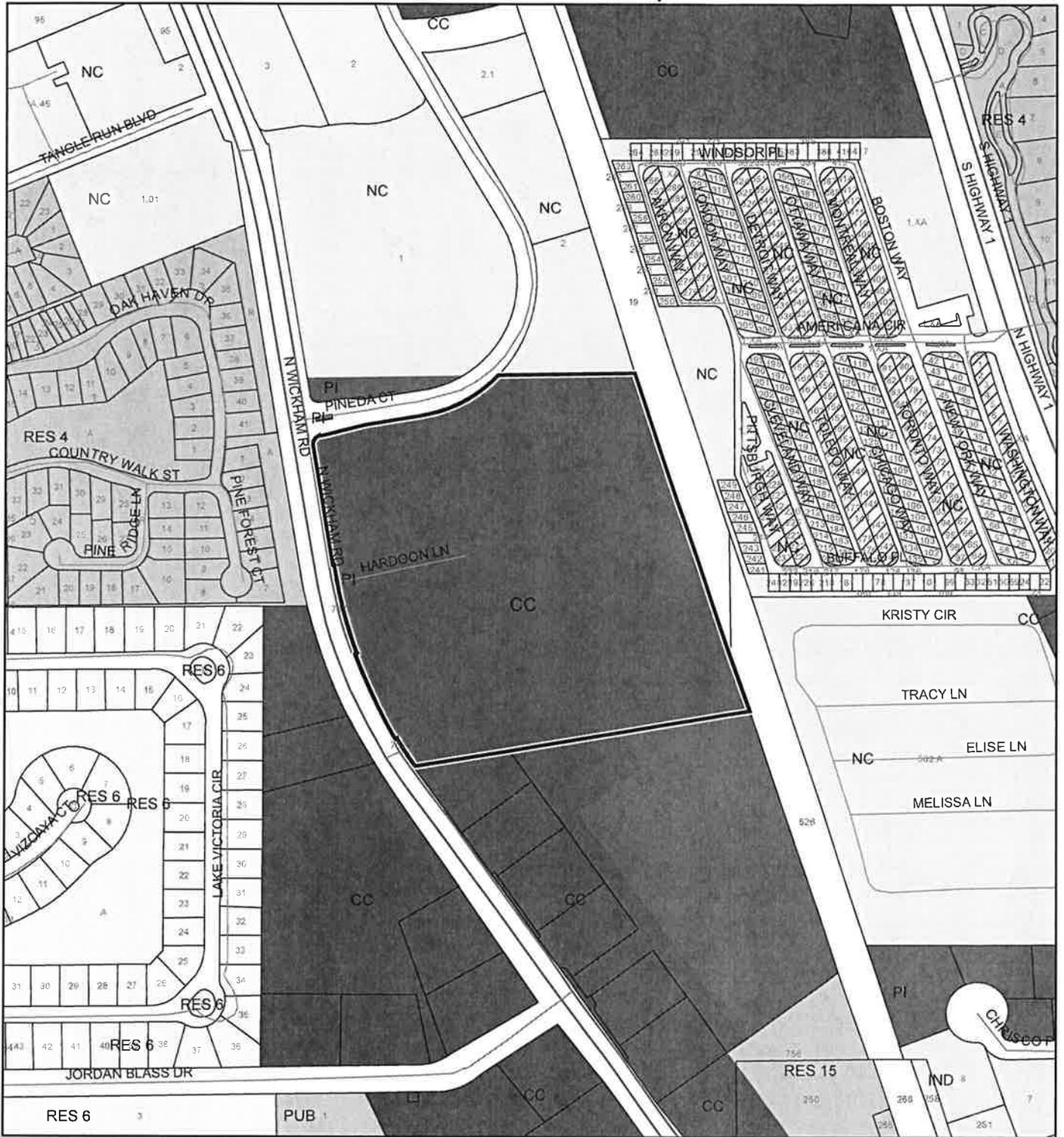
- Subject Property
- Parcels

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Produced by BoCC - GIS Date: 7/18/2019

# PROPOSED FUTURE LAND USE MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

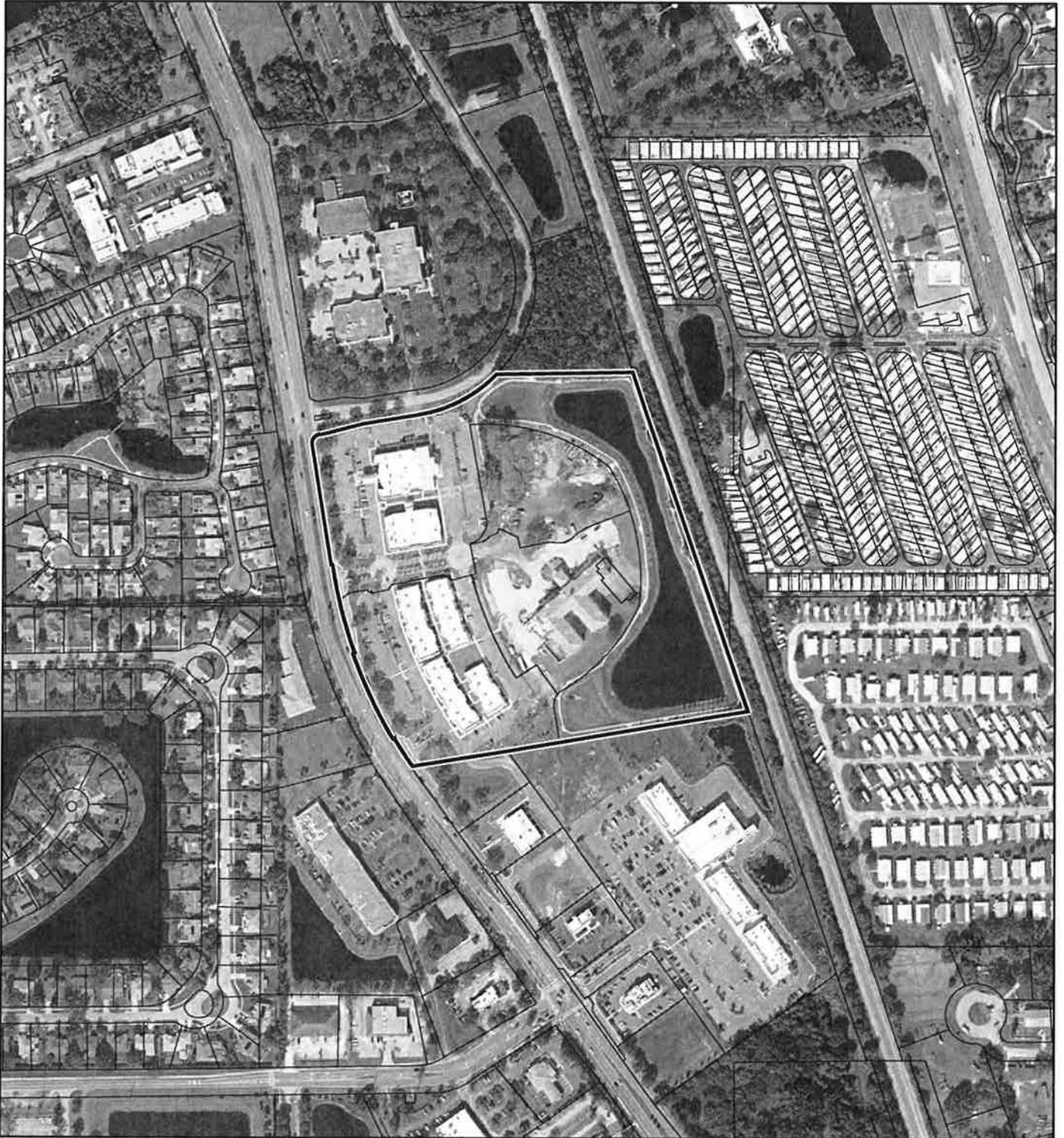
- Subject Property
- Parcels

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Produced by BoCC - GIS Date: 7/18/2019

# AERIAL MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

PHOTO YEAR: 2019

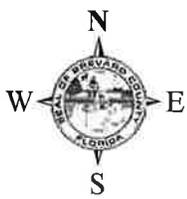
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/18/2019

-  Subject Property
-  Parcels

# NWI WETLANDS MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

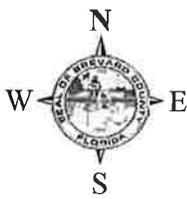
Produced by BoCC - GIS Date: 7/18/2019

### National Wetlands Inventory (NWI)

- |  |                                   |  |                 |
|--|-----------------------------------|--|-----------------|
|  | Estuarine and Marine Deepwater    |  | Freshwater Pond |
|  | Estuarine and Marine Wetland      |  | Lake            |
|  | Freshwater Emergent Wetland       |  | Other           |
|  | Freshwater Forested/Shrub Wetland |  | Riverine        |
|  | Subject Property                  |  | Parcels         |

# SJRWMD FLUCCS WETLANDS - 6000 Series MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

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Produced by BoCC - GIS Date: 7/18/2019

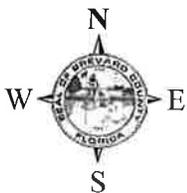
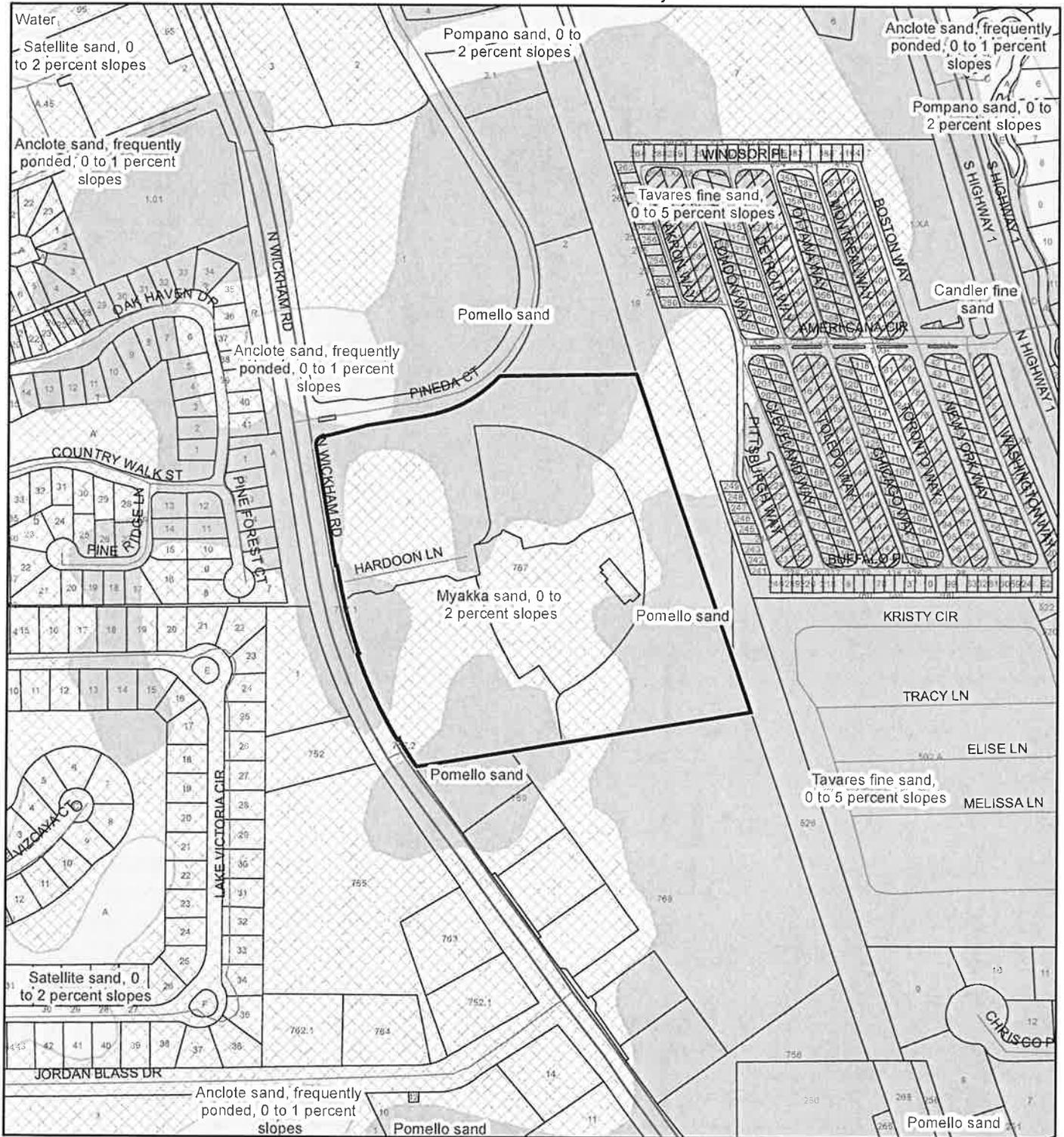
## SJRWMD FLUCCS WETLANDS

- Wetland Hardwood Forests - Series 6100
- Wetland Coniferous Forest - Series 6200
- Wetland Forested Mixed - Series 6300
- Vegetated Non-Forested Wetlands - Series 6400
- Non-Vegetated Wetland - Series 6500

Subject Property Parcels

# USDA SCSSS SOILS MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

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Produced by BoCC - GIS Date: 7/18/2019

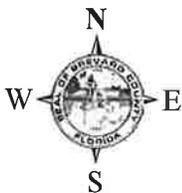
### USDA SCSSS Soils

- Aquifer and Hydric
- Aquifer
- Hydric
- None

- Subject Property 202
- Parcels

# FEMA FLOOD ZONES MAP

Comprehensive Plan Amendment  
19PZ0086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

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### FEMA Flood Zones

- |  |   |                      |
|--|---|----------------------|
| AO                                     | Open Water  | X                    |
| AE                                     | AH  | X Protected By Levee |
| 0.2 Percent Annual Chance Flood Hazard | 0.2 Percent Annual Chance Flood Hazard Contained in Channel |                      |
| Subject Property                       | Parcels   |                      |

# INDIAN RIVER LAGOON SEPTIC OVERLAY MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

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Produced by BoCC - GIS Date: 7/18/2019

— Subject Property

□ Parcels

Septic Overlay

■ 40 Meters

■ 60 Meters

■ All Distances

# EAGLE NESTS MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

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Produced by BoCC - GIS Date: 7/18/2019

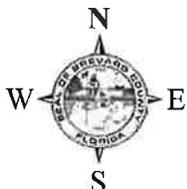
 Subject Property

 Parcels

 Eagle Nests  
FWS 2010

# SCRUB JAY OCCUPANCY MAP

Comprehensive Plan Amendment  
19PZ0086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

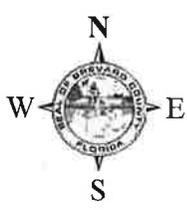
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by BoCC - GIS Date: 7/18/2019

-  Subject Property
-  Parcels
-  Scrub Jay Occupancy

# SJRWMD FLUCCS UPLAND FORESTS - 4000 Series MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

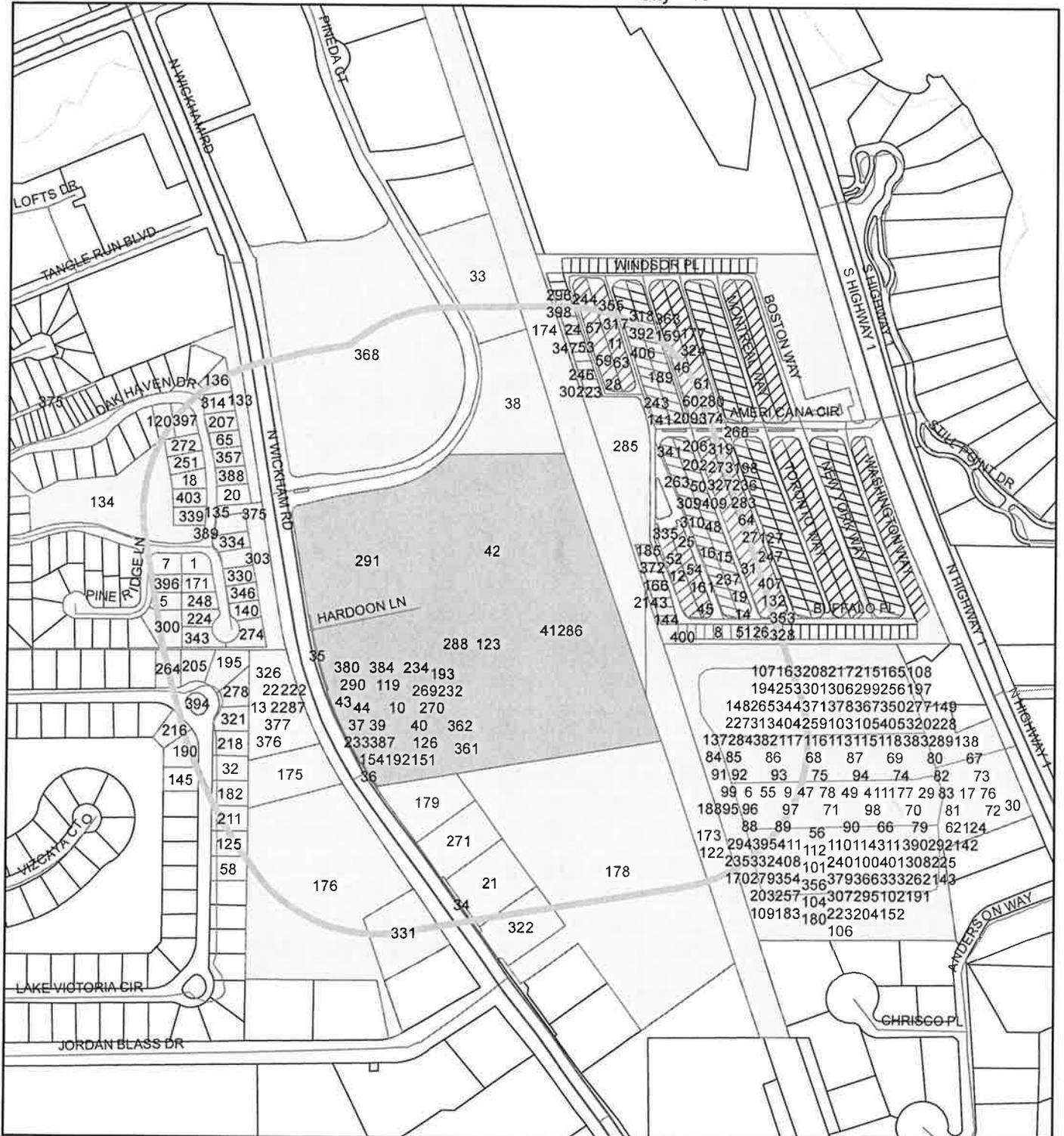
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by BoCC - GIS Date: 7/18/2019

- SJRWMD FLUCCS Upland Forests**
- Upland Coniferous Forest - 4100 Series
  - Upland Hardwood Forest - 4200 Series
  - Upland Mixed Forest - 4300 Series
  - Tree Plantations - 4400 Series
  - Subject Property
  - Parcels

# RADIUS MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:5,654 or 1 inch = 471 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/18/2019

- Buffer
- Subject Property
- Notify Property
- Parcels



**LSCPA  
Brevard Medical  
City, LLC  
Transmittal 2019-2.2  
Applicant Submittals**

**Brevard County**  
**Supplement to Comprehensive Plan Amendment Application**  
Planning and Zoning Office, 2725 Judge Fran Jamieson Way, Viera, FL 32940  
(321) 633-2069



**1. Type of Application:**

- Small-scale Comprehensive Plan Future Land Use Map Amendment
- Large-scale Future Land Use Map Amendment
- Comprehensive Plan Text Amendment  
Plan Element(s) of Text Amendment request: \_\_\_\_\_

**2. Applicant:** Brevard Medical City LLC **Staff Planner :** \_\_\_\_\_

**3. Comprehensive Plan Amendment Information:**

Adopted Future Land Use Designation: PI  
Requested Future Land Use Designation: CC  
Existing Zoning: \_\_\_\_\_ PIP

Proposed Text Amendment (if applicable): Attach the proposed text amendment in a strike-thru/underlined format along with one copy on a CD in Microsoft Word, rtf or text format.

**4. Description of Request/Justification: Must include a written statement explaining the rational and the appropriate data and analysis necessary to support the proposed change.**

Text amendment supplemental information shall include any goal, objective, policy, implementation strategy, directive and any supporting data and analysis, including maps, figures and tables, and; (1) Identification of the particular element of the plan on which the request is based; and, (2) Citation of the existing language which is proposed to be changed; and, (3) Proposed rewording of the existing language or the wording of proposed new text.

FLUD of Community Commercial requested which is compatible with a proposed change to PUD zoning.

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

(use additional sheets if necessary)

This instrument prepared by  
and to be returned to:  
Laura Minton Young, Esquire  
DEAN MEAD  
7380 Murrell Road, Suite 200  
Viera, FL 32940  
(321) 259-8900

PARCEL IDENTIFICATION NO.:26-36-13-00-00767.0-0000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made, executed, delivered and intended to be effective as of the 29th day of December, 2014, by SUNTREE VIERA PROPERTIES, LLC, a Florida limited liability company, whose post office address is 903 Jordon Blass Drive, Suite 201, Melbourne, Florida 32940 ("Grantor"), to BREVARD MEDICAL CITY, LLC, a Florida limited liability company, whose post office address is 903 Jordon Blass Drive, Suite 201, Melbourne, Florida 32940 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies and corporations.)

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain real property situate, lying and being in Brevard County, Florida (the "Property"), and being more particularly described on Exhibit "A", attached hereto and made a part hereof.

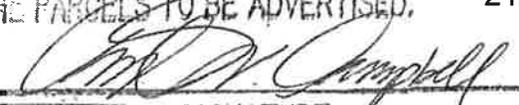
TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others. This conveyance is made subject to those matters described in Exhibit "B", attached hereto and made a part hereof.

V0242772.2

THIS INSTRUMENT CONTAINS THE OFFICIAL  
RECORD BOOK AND PAGE NUMBERS DESCRIBING  
THE PARCELS TO BE ADVERTISED. 212

  
SIGNATURE

THE SCRIVENER OF THIS INSTRUMENT HAS NOT EXAMINED TITLE TO THE PROPERTY, HAS UTILIZED LEGAL DESCRIPTIONS PROVIDED BY GRANTORS, AND HAS RELIED UPON THE REPRESENTATIONS OF GRANTORS THAT GRANTORS ARE THE HOLDER OF TITLE TO THE PROPERTY. ACCORDINGLY, THE SCRIVENER DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHICH MAY RESULT FROM ERRORS IN THE LEGAL DESCRIPTION OF THE PROPERTY OR FAILURE OF THE GRANTORS TO HOLD TITLE TO THE PROPERTY IN THE MANNER REPRESENTED.

NOTE TO RECORDING OFFICIAL

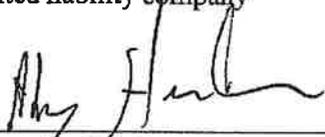
THIS IS A TRANSFER OF UNENCUMBERED REAL PROPERTY FROM ONE LIMITED LIABILITY COMPANY TO ANOTHER LIMITED LIABILITY COMPANY WHERE BOTH COMPANIES ARE WHOLLY OWNED IN EQUAL SHARES BY THE SAME MEMBERS. NO MONIES WERE PAID BY THE GRANTEE NOR RECEIVED BY THE GRANTOR IN CONNECTION WITH CONVEYANCE OF THE PROPERTY NOR WERE ANY COMPANY INTERESTS IN THE GRANTEE ISSUED OR EXCHANGED IN CONNECTION WITH OR AS A RESULT OF THIS CONVEYANCE. ON THE DATE OF EXECUTION, DELIVERY AND RECORDATION OF THIS INSTRUMENT, THE PROPERTY WAS NOT ENCUMBERED BY ANY MORTGAGE OR OTHER LIEN EXCEPT THE LIEN FOR AD VALOREM REAL PROPERTY TAXES AND NON-AD VALOREM ASSESSMENTS FOR THE YEAR 2014 WHICH ARE NOT YET DUE AND PAYABLE. SINCE THE MEMBERSHIP INTEREST OF BOTH COMPANIES ARE WHOLLY OWNED IN EQUAL SHARES BY THE SAME MEMBERS, AND SINCE NO MONIES WERE PAID BY OR TO THE GRANTEE OR ANY OF THE GRANTORS AND NO COMPANY INTERESTS IN GRANTEE WERE ISSUED OR EXCHANGED IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY BY GRANTOR TO GRANTEE, NO DOCUMENTARY STAMP TAX IS DUE ON THIS INSTRUMENT. [SECTIONS 201.02 AND 201.0201, FLORIDA STATUTES; TAA 05B4-004 (JUNE 23, 2005)]

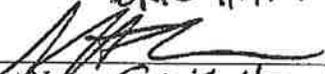
IN WITNESS WHEREOF, the persons named herein as "Grantor" has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

SUNTREE VIERA PROPERTIES, LLC, a Florida limited liability company

  
Print Name: ERIC HARDOON

By:   
Abe Hardoon, Manager

  
Print Name: Scott Hardoon

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2015, by Abe Hardoon, as the Manager of SUNTREE VIERA PROPERTIES, LLC, a Florida limited liability company, on behalf of the limited liability company. Said persons (check one)  are personally known to me,  produced driver's licenses (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit:

\_\_\_\_\_

Print Name: Deborah Gayle Gosnay  
Notary Public, State of Florida  
Commission No.: EE 800476  
My Commission Expires: 03/09/2017



EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ONE:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE PROCEED SOUTH 89 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 379.90 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD (100' RIGHT-OF-WAY); THENCE PROCEED NORTH 18 DEGREES 50 MINUTES 32 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1065.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 18 DEGREES 50 MINUTES 32 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1029.20 FEET TO THE SOUTHEAST CORNER OF CORPLEX, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 22 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED SOUTH 89 DEGREES 02 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 393.10 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 37 DEGREES 48 MINUTES 28 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEGREES 37 MINUTES 50 SECONDS WEST, 246.22 FEET; THENCE PROCEED WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 250.75 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 80 DEGREES 32 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 165.74 FEET; THENCE PROCEED SOUTH 75 DEGREES 17 MINUTES 49 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 109.55 FEET; THENCE PROCEED SOUTH 80 DEGREES 32 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 22.55 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 35 DEGREES 32 MINUTES 04 SECONDS WEST, 35.36 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WICKHAM ROAD (RIGHT-OF-WAY VARIES); THENCE PROCEED SOUTH 09 DEGREES 27 MINUTES 56 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 365.18 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1382.40 FEET, A CENTRAL ANGLE OF 25 DEGREES 25 MINUTES 47 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 10 MINUTES 50 SECONDS EAST, 608.53 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 613.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH 80 DEGREES 32 MINUTES 04 SECONDS EAST A DISTANCE OF 977.85 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND SECTION 18, TOWNSHIP 26 SOUTH, RANGE 37 EAST.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

Unit A and Unit B, Phase 1 and Unit C, Buildings 1, 2, 3, and 4, Phase 2, SUNTREE VIERA PROFESSIONAL PARK, a commercial condominium pursuant to that certain Declaration of Condominium for Suntree Viera Professional Park, a commercial condominium, recorded in Official Records Book 7223, Page 2347, of the Public Records of Brevard County, Florida.

Units 101-106 of Building One, Units 101-106 of Building Two, Units 101-104 of Building Three, and Units 101-106 of Building Four, SUNTREE VIERA ONE, a commercial condominium pursuant to that certain Declaration of Condominium for Suntree Viera One, a commercial condominium, recorded in Official Records Book 7231, page 734, of the Public Records of Brevard County, Florida.

**AND:**

**PARCEL TWO:**

Unit B, Phase 1 and Unit C, Buildings 1, 2, 3, and 4, Phase 2, SUNTREE VIERA PROFESSIONAL PARK, a commercial condominium pursuant to that certain Declaration of Condominium for Suntree Viera Professional Park, a commercial condominium, recorded in Official Records Book 7223, Page 2347, of the Public Records of Brevard County, Florida.

Units 101-106 of Building One, Units 101-106 of Building Two, Units 101-104 of Building Three, and Units 101-106 of Building Four, SUNTREE VIERA ONE, a commercial condominium pursuant to that certain Declaration of Condominium for Suntree Viera One, a commercial condominium, recorded in Official Records Book 7231, page 734, of the Public Records of Brevard County, Florida.

**NOTE:**

**PARCEL ONE AND PARCEL TWO SPECIFICALLY EXCLUDES THE FOLLOWING DESCRIBED PROPERTY WHICH IS RETAINED BY GRANTOR:**

Unit A, Phase 1, SUNTREE VIERA PROFESSIONAL PARK, a commercial condominium pursuant to that certain Declaration of Condominium for Suntree Viera Professional Park, a commercial condominium, recorded in Official Records Book 7223, Page 2347, of the Public Records of Brevard County, Florida.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
2. Easement by and between James M. Terry and Barbara G. Terry, Grantor, and Florida Power and Light Company, Grantee, recorded November 17, 1980, in Official Records Book 2266, Page 1511, Public Records of Brevard County, Florida.
3. Easement by and between Imperial South, Inc, Grantor, and Southern Bell Telephone and Telegraph Company, Grantee, recorded January 20, 1989, in Official Records Book 2976, Page 1199, Public Records of Brevard County, Florida.
4. Landscape, Drainage and Public Utility Easement by and between Imperial South, Inc, Grantor, and Brevard County, Grantee, recorded July 27, 1992, in Official Records Book 3217, Page 2337, Public Records of Brevard County, Florida.
5. Easement set out in Supplemental Final Order and Judgment recorded March 28, 2008, in Official Records Book 5853, Page 8175, Public Records of Brevard County, Florida.
6. Restrictions and Easements contained in Special Warranty Deed recorded January 4, 2013, in Official Records Book 6772, Page 146, Public Records of Brevard County, Florida.
7. Reciprocal Easement and Operating Agreement recorded January 4, 2013, in Official Records Book 6772, Page 163, together with First Amendment recorded in Official Records Book 7140 page 1556, Public Records of Brevard County, Florida.
8. Amended Easement Deed by Court Order recorded February 6, 2013, in Official Records Book 6794, Page 1234, Public Records of Brevard County, Florida.
9. Amended Easement Deed by Court Order recorded October 15, 2013, in Official Records Book 6990, Page 225, Public Records of Brevard County, Florida.
10. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
11. Matters shown on survey prepared by Jonathan M. Mott, P.L.S. 5060, dated 8/12/14 under Project 213-0012.
12. Subordination of Utility Interests BellSouth Telecommunications, LLC, D/B/A AT & T Florida recorded on November 4, 2014 in Official Records Book 7241, Page 1985, Public

Records of Brevard County, Florida.

13. Partial Release of Reciprocal Easement and Operating Agreement recorded on November 4, 2014 in Official Records Book 7241, Page 1995, Public Records of Brevard County, Florida.
14. Sidewalk Easement recorded on November 4, 2014 in Official Records Book 7241, Page 2003, Public Records of Brevard County, Florida.
15. Warranty Deed recorded on November 4, 2014 in Official Records Book 7241, Page 2006, Public Records of Brevard County, Florida.
16. Subordination of Utility Interests recorded on November 4, 2014 in Official Records Book 7241, Page 2014, Public Records of Brevard County, Florida.
17. Sanitary Sewer / Force Main / Gravity Sewer Easement recorded on November 4, 2014 in Official Records Book 7241, Page 2018, Public Records of Brevard County, Florida.
18. Notice of Commencement recorded on November 5, 2014 in Official Records Book 7242, Page 1692, Public Records of Brevard County, Florida.
19. Declaration of Condominium for Suntree Viera Professional Park, a commercial condominium, recorded in Official Records Book 7223, Page 2347, of the Public Records of Brevard County, Florida; Articles of Incorporation of Suntree Viera Professional Park Owners Association, Inc., a Florida non-profit corporation, filed August 15, 2013, By-laws of the Suntree Viera Professional Park Owners Association, Inc., and that certain First Amendment to Declaration of Condominium for Suntree Viera Professional Park, a commercial condominium recorded in Official Records Book 7231, page 717 of the Public Records of Brevard County, Florida.
20. Declaration of Condominium for Suntree Viera One, a commercial condominium, recorded in Official Records Book 7231, Page 734, of the Public Records of Brevard County, Florida; Articles of Incorporation of Suntree Viera One Owners Association, Inc., a Florida non-profit corporation, filed October 17, 2014, By-laws of the Suntree Viera One Owners Association, Inc.



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940

AUTHORIZATION TO ACT ON BEHALF OF OWNER

I, Abraham Hardoon being the owner of (see attached exhibit A)

Authorize Robert I Lee, PE to act on my behalf which may include, representing me in Public Hearings before Brevard County pertaining to the submittal of the attached application.

- Comprehensive Plan Amendment (checked)
Rezoning
Variance
Administrative Action
Development Plan

Signature: [Handwritten Signature]

(see attached exhibit A) Title

State Of Florida
County Of Brevard

The foregoing instrument was acknowledged before me this 9th day of July 2019

By Abraham Hardoon who is personally known to me or has produced

As identification and who did (did not) take an oath.

[Handwritten Signature: Rachel L. Crandall]
Signature of Notary Public

9/19/2022
Commission Expires

Rev 12/21/2017
P&Z Authorization to Act
Phone (321) 633-2070
Website: www.brevardcounty.us/PlanningDev/ Home



Exhibit A to Brevard County Authorization to Act on Behalf of Owner Affidavit  
July 09, 2019

Abraham Haroon has the authority to execute documents for the application of Comprehensive Plan Amendment as the developer and ownership interest as follows:  
(Abbreviations: BMCC = Brevard Medical City, a Commercial Condo)

BMCC, Phase One, Parcel ID 26-36-13-00-767.XA:

Brevard Medical City Owners Association, Inc., as President

BMCC Phase Three, Unit D, Chateau Madeleine ALF, Parcel ID 26-36-13-00-767.XC,

Chateau Madeleine, LLC, as Manager

BMCC Phase Four, Unit E, Parcel ID 26-36-13-00-767.XD,

Brevard Medical City, LLC, as Manager

Vacant Land, (Future Phase Five of BMCC), Parcel 26-36-13-00-767

Brevard Medical City, LLC, as Manager

Vacant Land, Parcel 26-36-13-77-2, ORB 8228-1103,

Brevard Medical City, LLC, as Manager





LEGAL DESCRIPTION: Brevard Medical City - Proposed Comprehensive Land Use Plan Designation change from PI & NC to CC (By Engineer)

Phases One, Three, Four and Five, Suntime Viera Professional Park, a Commercial Condominium according to the Declaration of Condominium as recorded in Official Records Book 7223, Page 2347, together with lands described in Official Records Book 8228, Page 1103, inclusive of the Public Records of Brevard County, Florida.

Commence at the Southeast corner of said Phase One, Suntime Viera Professional Park; thence South  $80^{\circ}32'20''$  West, along the South line of said Phase One, a distance of 548.45 Feet; thence North  $09^{\circ}27'40''$  West, a distance of 100.70 Feet to the point of curvature of a circular curve concave to the East, having a radius of 50.00 Feet, and a central angle of  $47^{\circ}07'07''$ ; thence Northerly along the arc of said curve an arc distance of 41.12 Feet; thence North  $36^{\circ}04'36''$  West, a distance of 48.10 Feet to the point of curvature of a circular curve concave to the Northeast, having a radius of 921.48 Feet, and a central angle of  $03^{\circ}26'12''$ ; thence Northwesterly along the arc of said curve an arc distance of 55.27 Feet; thence South  $57^{\circ}20'48''$  West, a distance of 69.00 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 990.48 Feet, and a central angle of  $18^{\circ}38'39''$ ; thence from a tangent bearing of North  $32^{\circ}39'12''$  West, run Northwesterly along the arc of said curve an arc distance of 322.30 Feet; thence North  $75^{\circ}08'40''$  East, a distance of 13.30 Feet; thence North  $11^{\circ}11'23''$  West, a distance of 87.41 Feet; thence South  $80^{\circ}32'22''$  West, a distance of 19.75 Feet; thence North  $09^{\circ}27'38''$  West, a distance of 395.74 Feet to a point on a curve on the South right-of-way line of Pineda Court, thence Northeasterly along the arc of said curve and South right-of-way line of Pineda Court, an arc distance of 573.03 Feet; thence North  $71^{\circ}40'08''$  East, a distance of 175.98 Feet to the NE corner of parcel 2 on the FEC R/R; thence South  $18^{\circ}49'42''$  East along said FEC R/R r/w, a distance of 1,459.58 Feet to the POINT-OF-BEGINNING.EGINNING.

Containing 16.329 Acres of land more or less.

# Paving & Drainage, Signage & Marking As-Built Survey

BREVARD MEDICAL CITY, PHASE ONE  
fka Suntree Viera  
Professional Park, 135P-00362  
(see sheets 2-5 for as-built information)

GRAPHIC SCALE



LEGAL DESCRIPTION: (PHASE ONE; PER OFFICIAL RECORDS BOOK 7223, PAGE 2347)

A portion of lands described in Official Records Book 6772, pages 146 through 162, as recorded in the Public Records of Brevard County, Florida, said lands lying in Section 10, Township 36 South, Range 18 East, being more particularly described as follows:

Commence at the southeast corner of Corplex, as indicated by the Book 24, Page 22, said Public Records of Brevard County, Florida; thence South 84°48'27" East along the West Right-of-Way line of Florida East Coast Railroad (100' Right-of-Way), a distance of 1,038.00 Feet to the South line of said Official Records Book 6772, Pages 146-162; thence South 80°12'37" West along said South line, a distance of 548.85 Feet; thence thence South 80°12'37" West, a distance of 850.70 Feet to the point of curvature of a circular curve tangent to the South line, having a radius of 52.00 Feet, and a central angle of 89°02'07"; thence northwesterly along the arc of said curve an arc distance of 83.23 Feet to the point of reverse curvature of a circular curve concave to the Northwest having a radius of 535.15 Feet, and a central angle of 39°27'41"; thence northwesterly along the arc of said curve an arc distance of 334.92 Feet to the point of curvature of a non-tangent circular curve concave to the West, having a radius of 281.52 Feet, and a central angle of 38°15'07"; thence from a bearing of South 05°54'47" East, run northwesterly along the arc of said curve an arc distance of 414.23 Feet to the point of curvature of a non-tangent circular curve concave to the South, having a radius of 272.95 Feet, and a central angle of 43°02'18"; thence from a bearing of North 81°27'28" West, run northwesterly along the arc of said curve an arc distance of 429.54 Feet; thence South 89°27'28" East, a distance of 272.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 67.00 Feet, and a central angle of 74°19'28"; thence northwesterly along the arc of said curve an arc distance of 32.52 Feet; thence South 11°11'21" East, a distance of 302.23 Feet; thence South 75° 58' 48" West, a distance of 82.28 Feet; thence North 61°42'03" West, a distance of 31.25 Feet; thence South 78°42'37" West, a distance of 148.82 Feet; thence South 28°02'00" West, a distance of 31.52 Feet; thence South 78°44'47" West, a distance of 47.87 Feet; thence North 39°27'37" East, a distance of 19.86 Feet; thence North 78°27'37" East, a distance of 31.52 Feet; thence South 52°28'18" West, a distance of 25.43 Feet to the point of curvature of a non-tangent circular curve concave to the East, having a radius of 1,240.00 Feet, and a central angle of 64°45'18"; thence from a bearing of South 13°02'54" East, run northwesterly along the arc of said curve an arc distance of 153.53 Feet; thence South 70°33'11" West, a distance of 7.50 Feet to the point of curvature of a non-tangent circular curve concave to the East, having a radius of 1,277.40 Feet, and a central angle of 10°12'12"; thence from a bearing of North 87°42'51" West, run northwesterly along the arc of said curve an arc distance of 246.55 Feet; thence North 09°27'38" West, a distance of 15.00 Feet; thence South 89°02'27" West, a distance of 5.00 Feet to a point on the East Right-of-Way line of Wichham Road, also being the West line of said Official Records Book 6772, Pages 146-162; thence North 02°27'28" West, along said East Right-of-Way line and the West line of said Official Records Book 6772, Page 146-162, a distance of 333.31 Feet to a point of curvature of a circular curve concave to the Northwest, having a radius of 25.00 Feet, and a central angle of 90°02'07"; thence northwesterly along the arc of said curve and the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as indicated in Official Records Book 2054, Page 1823, a distance of 19.27 Feet; thence continue along said line a distance of 181.34 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 250.00 Feet, and a central angle of 37°44'00"; thence northwesterly along the arc of said curve an arc distance of 220.25 Feet; thence bearing South 84°02'44" West along the East Right-of-Way line of Pineda Court run North 89°02'44" East along the said North line of said Official Records Book 6772, Page 146-162, a distance of 383.81 Feet to the POINT-OF-CURVATURE.

Containing 11.86 Acres of land more or less.

- NOTES:
1. ALL DISTANCES ARE MEASURED ALONG THE CENTER LINE UNLESS OTHERWISE SPECIFIED.
  2. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE SPECIFIED.
  3. ALL CURVES ARE TANGENT TO THE CENTER LINE UNLESS OTHERWISE SPECIFIED.
  4. ALL DISTANCES ARE MEASURED ALONG THE CENTER LINE UNLESS OTHERWISE SPECIFIED.
  5. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE SPECIFIED.
  6. ALL CURVES ARE TANGENT TO THE CENTER LINE UNLESS OTHERWISE SPECIFIED.
  7. ALL DISTANCES ARE MEASURED ALONG THE CENTER LINE UNLESS OTHERWISE SPECIFIED.
  8. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE SPECIFIED.
  9. ALL CURVES ARE TANGENT TO THE CENTER LINE UNLESS OTHERWISE SPECIFIED.
  10. ALL DISTANCES ARE MEASURED ALONG THE CENTER LINE UNLESS OTHERWISE SPECIFIED.
  11. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE SPECIFIED.
  12. ALL CURVES ARE TANGENT TO THE CENTER LINE UNLESS OTHERWISE SPECIFIED.
  13. ALL DISTANCES ARE MEASURED ALONG THE CENTER LINE UNLESS OTHERWISE SPECIFIED.
  14. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE SPECIFIED.
  15. ALL CURVES ARE TANGENT TO THE CENTER LINE UNLESS OTHERWISE SPECIFIED.



CORPLEX  
PLAT BOOK 34, PAGE 22

Pineda Court

Wichham Road

SURJECT PROPERTY  
11.862 acres  
BREVARD MEDICAL CITY,  
Phase One  
SUNTREE VIERA PROFESSIONAL PARK  
a commercial condominium  
per Official Records Book 7223, Page 2347

P.O.B  
SOUTH-EAST CORNER  
OF CORPLEX  
PLAT BOOK 34, PAGE 22  
4"x4" CONCRETE MONUMENT  
HIG. 10.00  
0.39 ACRES

Phase Three, Phase Four and Phase Five  
BREVARD MEDICAL CITY  
(fka SUNTREE VIERA PROFESSIONAL PARK)  
a commercial condominium  
per Official Records Book 7223, Page 2347

OVERALL PROJECT BOUNDARY  
DESCRIBED IN  
OFFICIAL RECORDS BOOK 6772  
PAGES 146-162

Phase One  
BREVARD MEDICAL CITY,  
(fka SUNTREE VIERA PROFESSIONAL PARK)  
a commercial condominium  
per Official Records Book 7223, Page 2347

Phase Two  
SUNTREE VIERA PROFESSIONAL PARK PHASE 2  
a commercial condominium  
per Official Records Book 7233, Page 717

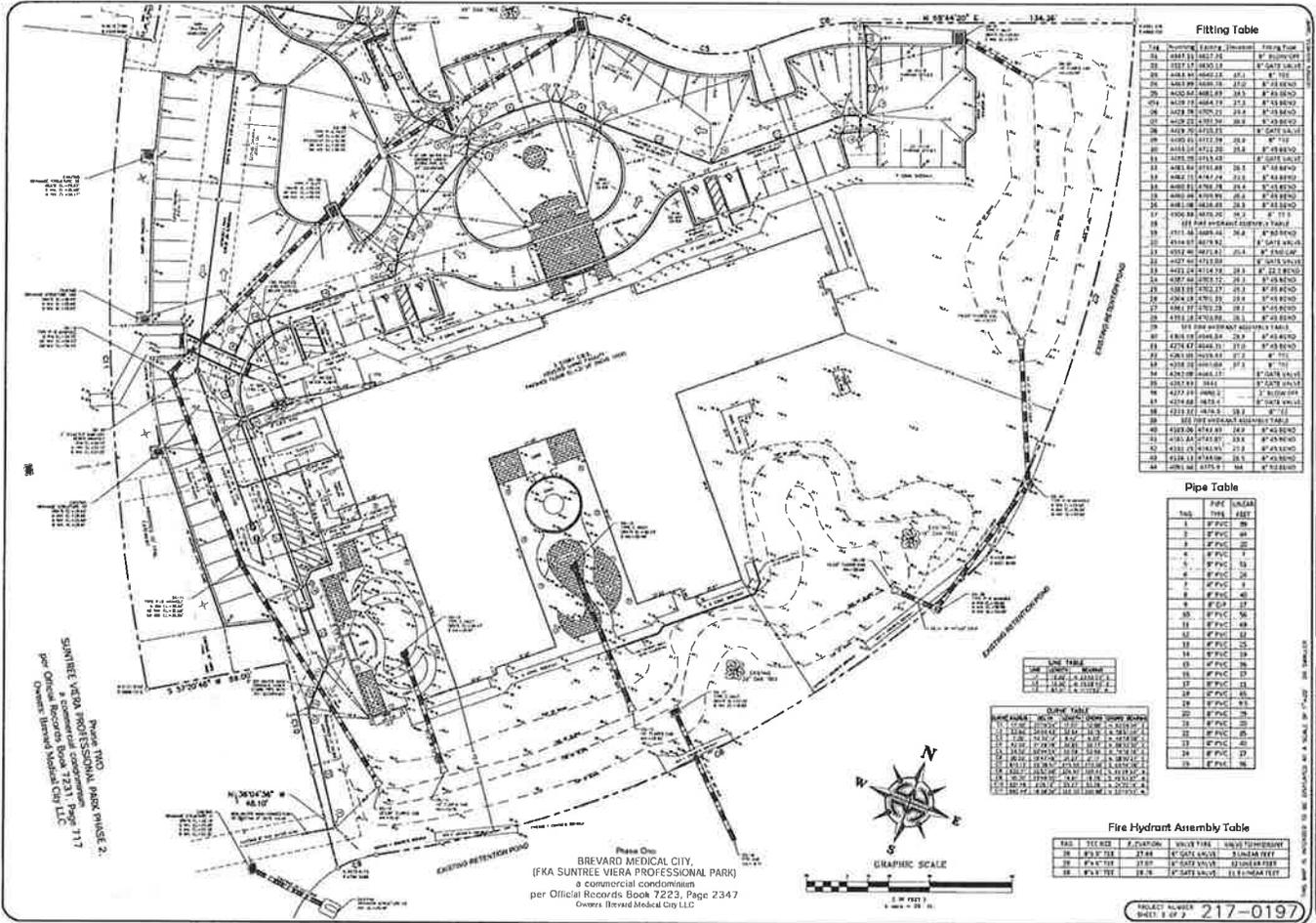
| NO. | DESCRIPTION | AREA   | PERCENT |
|-----|-------------|--------|---------|
| 1   | PHASE ONE   | 11.862 | 100.00  |
| 2   | PHASE TWO   | 11.862 | 100.00  |
| 3   | PHASE THREE | 11.862 | 100.00  |
| 4   | PHASE FOUR  | 11.862 | 100.00  |
| 5   | PHASE FIVE  | 11.862 | 100.00  |

DATE: 11/15/11  
BY: [Signature]  
CHECKED: [Signature]  
SCALE: 1" = 100'

**WILLIAM MOTT LAND SURVEYING, INC.**  
3800 N. PALM BLVD., SUITE 101  
MELBOURNE, FLORIDA 32934-3205  
PHONE (321) 751-4444 FAX (321) 751-4445  
OWNER © 2013 WILLIAM MOTT LAND SURVEYING, INC. ALL RIGHTS RESERVED







Fitting Table

| NO. | DESCRIPTION                      | QUANTITY | UNIT        |
|-----|----------------------------------|----------|-------------|
| 1   | 1/2" GALV. CORR. PIPE            | 100      | LINEAL FEET |
| 2   | 1/2" GALV. CORR. ELBOW           | 10       | PIECE       |
| 3   | 1/2" GALV. CORR. TEE             | 5        | PIECE       |
| 4   | 1/2" GALV. CORR. CROSS           | 2        | PIECE       |
| 5   | 1/2" GALV. CORR. END CAP         | 10       | PIECE       |
| 6   | 1/2" GALV. CORR. FLANGE          | 5        | PIECE       |
| 7   | 1/2" GALV. CORR. GASKET          | 5        | PIECE       |
| 8   | 1/2" GALV. CORR. BOLT            | 100      | PIECE       |
| 9   | 1/2" GALV. CORR. NUT             | 100      | PIECE       |
| 10  | 1/2" GALV. CORR. WASHER          | 100      | PIECE       |
| 11  | 1/2" GALV. CORR. LOCKWASHER      | 100      | PIECE       |
| 12  | 1/2" GALV. CORR. RIVET           | 100      | PIECE       |
| 13  | 1/2" GALV. CORR. SCREW           | 100      | PIECE       |
| 14  | 1/2" GALV. CORR. NAIL            | 100      | PIECE       |
| 15  | 1/2" GALV. CORR. BRACKET         | 5        | PIECE       |
| 16  | 1/2" GALV. CORR. HANGER          | 10       | PIECE       |
| 17  | 1/2" GALV. CORR. SUPPORT         | 5        | PIECE       |
| 18  | 1/2" GALV. CORR. ANCHOR          | 5        | PIECE       |
| 19  | 1/2" GALV. CORR. PLATE           | 5        | PIECE       |
| 20  | 1/2" GALV. CORR. BAND            | 10       | PIECE       |
| 21  | 1/2" GALV. CORR. RING            | 5        | PIECE       |
| 22  | 1/2" GALV. CORR. COLLAR          | 5        | PIECE       |
| 23  | 1/2" GALV. CORR. SLEEVE          | 5        | PIECE       |
| 24  | 1/2" GALV. CORR. COUPLER         | 5        | PIECE       |
| 25  | 1/2" GALV. CORR. UNION           | 5        | PIECE       |
| 26  | 1/2" GALV. CORR. REDUCER         | 5        | PIECE       |
| 27  | 1/2" GALV. CORR. ADAPTER         | 5        | PIECE       |
| 28  | 1/2" GALV. CORR. END FITTING     | 5        | PIECE       |
| 29  | 1/2" GALV. CORR. MID FITTING     | 5        | PIECE       |
| 30  | 1/2" GALV. CORR. SPECIAL FITTING | 5        | PIECE       |
| 31  | 1/2" GALV. CORR. MISCELLANEOUS   | 5        | PIECE       |
| 32  | 1/2" GALV. CORR. TOTAL           | 1000     | PIECE       |

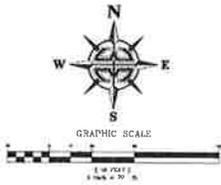
Pipe Table

| NO. | PIPE SIZE | LENGTH | UNIT        |
|-----|-----------|--------|-------------|
| 1   | 1/2"      | 100    | LINEAL FEET |
| 2   | 3/4"      | 50     | LINEAL FEET |
| 3   | 1"        | 25     | LINEAL FEET |
| 4   | 1 1/4"    | 10     | LINEAL FEET |
| 5   | 1 1/2"    | 5      | LINEAL FEET |
| 6   | 2"        | 2      | LINEAL FEET |
| 7   | 2 1/2"    | 1      | LINEAL FEET |
| 8   | 3"        | 1      | LINEAL FEET |
| 9   | 3 1/2"    | 1      | LINEAL FEET |
| 10  | 4"        | 1      | LINEAL FEET |
| 11  | 4 1/2"    | 1      | LINEAL FEET |
| 12  | 5"        | 1      | LINEAL FEET |
| 13  | 5 1/2"    | 1      | LINEAL FEET |
| 14  | 6"        | 1      | LINEAL FEET |
| 15  | 6 1/2"    | 1      | LINEAL FEET |
| 16  | 7"        | 1      | LINEAL FEET |
| 17  | 7 1/2"    | 1      | LINEAL FEET |
| 18  | 8"        | 1      | LINEAL FEET |
| 19  | 8 1/2"    | 1      | LINEAL FEET |
| 20  | 9"        | 1      | LINEAL FEET |
| 21  | 9 1/2"    | 1      | LINEAL FEET |
| 22  | 10"       | 1      | LINEAL FEET |
| 23  | 10 1/2"   | 1      | LINEAL FEET |
| 24  | 11"       | 1      | LINEAL FEET |
| 25  | 11 1/2"   | 1      | LINEAL FEET |
| 26  | 12"       | 1      | LINEAL FEET |
| 27  | 12 1/2"   | 1      | LINEAL FEET |
| 28  | 13"       | 1      | LINEAL FEET |
| 29  | 13 1/2"   | 1      | LINEAL FEET |
| 30  | 14"       | 1      | LINEAL FEET |
| 31  | 14 1/2"   | 1      | LINEAL FEET |
| 32  | 15"       | 1      | LINEAL FEET |
| 33  | 15 1/2"   | 1      | LINEAL FEET |
| 34  | 16"       | 1      | LINEAL FEET |
| 35  | 16 1/2"   | 1      | LINEAL FEET |
| 36  | 17"       | 1      | LINEAL FEET |
| 37  | 17 1/2"   | 1      | LINEAL FEET |
| 38  | 18"       | 1      | LINEAL FEET |
| 39  | 18 1/2"   | 1      | LINEAL FEET |
| 40  | 19"       | 1      | LINEAL FEET |
| 41  | 19 1/2"   | 1      | LINEAL FEET |
| 42  | 20"       | 1      | LINEAL FEET |
| 43  | 20 1/2"   | 1      | LINEAL FEET |
| 44  | 21"       | 1      | LINEAL FEET |
| 45  | 21 1/2"   | 1      | LINEAL FEET |
| 46  | 22"       | 1      | LINEAL FEET |
| 47  | 22 1/2"   | 1      | LINEAL FEET |
| 48  | 23"       | 1      | LINEAL FEET |
| 49  | 23 1/2"   | 1      | LINEAL FEET |
| 50  | 24"       | 1      | LINEAL FEET |
| 51  | 24 1/2"   | 1      | LINEAL FEET |
| 52  | 25"       | 1      | LINEAL FEET |
| 53  | 25 1/2"   | 1      | LINEAL FEET |
| 54  | 26"       | 1      | LINEAL FEET |
| 55  | 26 1/2"   | 1      | LINEAL FEET |
| 56  | 27"       | 1      | LINEAL FEET |
| 57  | 27 1/2"   | 1      | LINEAL FEET |
| 58  | 28"       | 1      | LINEAL FEET |
| 59  | 28 1/2"   | 1      | LINEAL FEET |
| 60  | 29"       | 1      | LINEAL FEET |
| 61  | 29 1/2"   | 1      | LINEAL FEET |
| 62  | 30"       | 1      | LINEAL FEET |
| 63  | 30 1/2"   | 1      | LINEAL FEET |
| 64  | 31"       | 1      | LINEAL FEET |
| 65  | 31 1/2"   | 1      | LINEAL FEET |
| 66  | 32"       | 1      | LINEAL FEET |
| 67  | 32 1/2"   | 1      | LINEAL FEET |
| 68  | 33"       | 1      | LINEAL FEET |
| 69  | 33 1/2"   | 1      | LINEAL FEET |
| 70  | 34"       | 1      | LINEAL FEET |
| 71  | 34 1/2"   | 1      | LINEAL FEET |
| 72  | 35"       | 1      | LINEAL FEET |
| 73  | 35 1/2"   | 1      | LINEAL FEET |
| 74  | 36"       | 1      | LINEAL FEET |
| 75  | 36 1/2"   | 1      | LINEAL FEET |
| 76  | 37"       | 1      | LINEAL FEET |
| 77  | 37 1/2"   | 1      | LINEAL FEET |
| 78  | 38"       | 1      | LINEAL FEET |
| 79  | 38 1/2"   | 1      | LINEAL FEET |
| 80  | 39"       | 1      | LINEAL FEET |
| 81  | 39 1/2"   | 1      | LINEAL FEET |
| 82  | 40"       | 1      | LINEAL FEET |
| 83  | 40 1/2"   | 1      | LINEAL FEET |
| 84  | 41"       | 1      | LINEAL FEET |
| 85  | 41 1/2"   | 1      | LINEAL FEET |
| 86  | 42"       | 1      | LINEAL FEET |
| 87  | 42 1/2"   | 1      | LINEAL FEET |
| 88  | 43"       | 1      | LINEAL FEET |
| 89  | 43 1/2"   | 1      | LINEAL FEET |
| 90  | 44"       | 1      | LINEAL FEET |
| 91  | 44 1/2"   | 1      | LINEAL FEET |
| 92  | 45"       | 1      | LINEAL FEET |
| 93  | 45 1/2"   | 1      | LINEAL FEET |
| 94  | 46"       | 1      | LINEAL FEET |
| 95  | 46 1/2"   | 1      | LINEAL FEET |
| 96  | 47"       | 1      | LINEAL FEET |
| 97  | 47 1/2"   | 1      | LINEAL FEET |
| 98  | 48"       | 1      | LINEAL FEET |
| 99  | 48 1/2"   | 1      | LINEAL FEET |
| 100 | 49"       | 1      | LINEAL FEET |
| 101 | 49 1/2"   | 1      | LINEAL FEET |
| 102 | 50"       | 1      | LINEAL FEET |
| 103 | 50 1/2"   | 1      | LINEAL FEET |
| 104 | 51"       | 1      | LINEAL FEET |
| 105 | 51 1/2"   | 1      | LINEAL FEET |
| 106 | 52"       | 1      | LINEAL FEET |
| 107 | 52 1/2"   | 1      | LINEAL FEET |
| 108 | 53"       | 1      | LINEAL FEET |
| 109 | 53 1/2"   | 1      | LINEAL FEET |
| 110 | 54"       | 1      | LINEAL FEET |
| 111 | 54 1/2"   | 1      | LINEAL FEET |
| 112 | 55"       | 1      | LINEAL FEET |
| 113 | 55 1/2"   | 1      | LINEAL FEET |
| 114 | 56"       | 1      | LINEAL FEET |
| 115 | 56 1/2"   | 1      | LINEAL FEET |
| 116 | 57"       | 1      | LINEAL FEET |
| 117 | 57 1/2"   | 1      | LINEAL FEET |
| 118 | 58"       | 1      | LINEAL FEET |
| 119 | 58 1/2"   | 1      | LINEAL FEET |
| 120 | 59"       | 1      | LINEAL FEET |
| 121 | 59 1/2"   | 1      | LINEAL FEET |
| 122 | 60"       | 1      | LINEAL FEET |
| 123 | 60 1/2"   | 1      | LINEAL FEET |
| 124 | 61"       | 1      | LINEAL FEET |
| 125 | 61 1/2"   | 1      | LINEAL FEET |
| 126 | 62"       | 1      | LINEAL FEET |
| 127 | 62 1/2"   | 1      | LINEAL FEET |
| 128 | 63"       | 1      | LINEAL FEET |
| 129 | 63 1/2"   | 1      | LINEAL FEET |
| 130 | 64"       | 1      | LINEAL FEET |
| 131 | 64 1/2"   | 1      | LINEAL FEET |
| 132 | 65"       | 1      | LINEAL FEET |
| 133 | 65 1/2"   | 1      | LINEAL FEET |
| 134 | 66"       | 1      | LINEAL FEET |
| 135 | 66 1/2"   | 1      | LINEAL FEET |
| 136 | 67"       | 1      | LINEAL FEET |
| 137 | 67 1/2"   | 1      | LINEAL FEET |
| 138 | 68"       | 1      | LINEAL FEET |
| 139 | 68 1/2"   | 1      | LINEAL FEET |
| 140 | 69"       | 1      | LINEAL FEET |
| 141 | 69 1/2"   | 1      | LINEAL FEET |
| 142 | 70"       | 1      | LINEAL FEET |
| 143 | 70 1/2"   | 1      | LINEAL FEET |
| 144 | 71"       | 1      | LINEAL FEET |
| 145 | 71 1/2"   | 1      | LINEAL FEET |
| 146 | 72"       | 1      | LINEAL FEET |
| 147 | 72 1/2"   | 1      | LINEAL FEET |
| 148 | 73"       | 1      | LINEAL FEET |
| 149 | 73 1/2"   | 1      | LINEAL FEET |
| 150 | 74"       | 1      | LINEAL FEET |
| 151 | 74 1/2"   | 1      | LINEAL FEET |
| 152 | 75"       | 1      | LINEAL FEET |
| 153 | 75 1/2"   | 1      | LINEAL FEET |
| 154 | 76"       | 1      | LINEAL FEET |
| 155 | 76 1/2"   | 1      | LINEAL FEET |
| 156 | 77"       | 1      | LINEAL FEET |
| 157 | 77 1/2"   | 1      | LINEAL FEET |
| 158 | 78"       | 1      | LINEAL FEET |
| 159 | 78 1/2"   | 1      | LINEAL FEET |
| 160 | 79"       | 1      | LINEAL FEET |
| 161 | 79 1/2"   | 1      | LINEAL FEET |
| 162 | 80"       | 1      | LINEAL FEET |
| 163 | 80 1/2"   | 1      | LINEAL FEET |
| 164 | 81"       | 1      | LINEAL FEET |
| 165 | 81 1/2"   | 1      | LINEAL FEET |
| 166 | 82"       | 1      | LINEAL FEET |
| 167 | 82 1/2"   | 1      | LINEAL FEET |
| 168 | 83"       | 1      | LINEAL FEET |
| 169 | 83 1/2"   | 1      | LINEAL FEET |
| 170 | 84"       | 1      | LINEAL FEET |
| 171 | 84 1/2"   | 1      | LINEAL FEET |
| 172 | 85"       | 1      | LINEAL FEET |
| 173 | 85 1/2"   | 1      | LINEAL FEET |
| 174 | 86"       | 1      | LINEAL FEET |
| 175 | 86 1/2"   | 1      | LINEAL FEET |
| 176 | 87"       | 1      | LINEAL FEET |
| 177 | 87 1/2"   | 1      | LINEAL FEET |
| 178 | 88"       | 1      | LINEAL FEET |
| 179 | 88 1/2"   | 1      | LINEAL FEET |
| 180 | 89"       | 1      | LINEAL FEET |
| 181 | 89 1/2"   | 1      | LINEAL FEET |
| 182 | 90"       | 1      | LINEAL FEET |
| 183 | 90 1/2"   | 1      | LINEAL FEET |
| 184 | 91"       | 1      | LINEAL FEET |
| 185 | 91 1/2"   | 1      | LINEAL FEET |
| 186 | 92"       | 1      | LINEAL FEET |
| 187 | 92 1/2"   | 1      | LINEAL FEET |
| 188 | 93"       | 1      | LINEAL FEET |
| 189 | 93 1/2"   | 1      | LINEAL FEET |
| 190 | 94"       | 1      | LINEAL FEET |
| 191 | 94 1/2"   | 1      | LINEAL FEET |
| 192 | 95"       | 1      | LINEAL FEET |
| 193 | 95 1/2"   | 1      | LINEAL FEET |
| 194 | 96"       | 1      | LINEAL FEET |
| 195 | 96 1/2"   | 1      | LINEAL FEET |
| 196 | 97"       | 1      | LINEAL FEET |
| 197 | 97 1/2"   | 1      | LINEAL FEET |
| 198 | 98"       | 1      | LINEAL FEET |
| 199 | 98 1/2"   | 1      | LINEAL FEET |
| 200 | 99"       | 1      | LINEAL FEET |
| 201 | 99 1/2"   | 1      | LINEAL FEET |
| 202 | 100"      | 1      | LINEAL FEET |

Fire Hydrant Assembly Table

| NO. | TYPE | LOCATION | WATER TANK | WATER TEMPERATURE |
|-----|------|----------|------------|-------------------|
| 1   | 1"   | 100'     | 100'       | 100'              |
| 2   | 1"   | 100'     | 100'       | 100'              |
| 3   | 1"   | 100'     | 100'       | 100'              |
| 4   | 1"   | 100'     | 100'       | 100'              |
| 5   | 1"   | 100'     | 100'       | 100'              |
| 6   | 1"   | 100'     | 100'       | 100'              |
| 7   | 1"   | 100'     | 100'       | 100'              |
| 8   | 1"   | 100'     | 100'       | 100'              |
| 9   | 1"   | 100'     | 100'       | 100'              |
| 10  | 1"   | 100'     | 100'       | 100'              |
| 11  | 1"   | 100'     | 100'       | 100'              |
| 12  | 1"   | 100'     | 100'       | 100'              |
| 13  | 1"   | 100'     | 100'       | 100'              |
| 14  | 1"   | 100'     | 100'       | 100'              |
| 15  | 1"   | 100'     | 100'       | 100'              |
| 16  | 1"   | 100'     | 100'       | 100'              |
| 17  | 1"   | 100'     | 100'       | 100'              |
| 18  | 1"   | 100'     | 100'       | 100'              |
| 19  | 1"   | 100'     | 100'       | 100'              |
| 20  | 1"   | 100'     | 100'       | 100'              |
| 21  | 1"   | 100'     | 100'       | 100'              |
| 22  | 1"   | 100'     | 100'       | 100'              |
| 23  | 1"   | 100'     | 100'       | 100'              |
| 24  | 1"   | 100'     | 100'       | 100'              |
| 25  | 1"   | 100'     | 100'       | 100'              |
| 26  | 1"   | 100'     | 100'       | 100'              |
| 27  | 1"   | 100'     | 100'       | 100'              |
| 28  | 1"   | 100'     | 100'       | 100'              |
| 29  | 1"   | 100'     | 100'       | 100'              |
| 30  | 1"   | 100'     | 100'       | 100'              |
| 31  | 1"   | 100'     | 100'       | 100'              |
| 32  | 1"   | 100'     | 100'       | 100'              |
| 33  | 1"   | 100'     | 100'       | 100'              |
| 34  | 1"   | 100'     | 100'       | 100'              |
| 35  | 1"   | 100'     | 100'       | 100'              |
| 36  | 1"   | 100'     | 100'       | 100'              |
| 37  | 1"   | 100'     | 100'       | 100'              |
| 38  | 1"   | 100'     | 100'       | 100'              |
| 39  | 1"   | 100'     | 100'       | 100'              |
| 40  | 1"   | 100'     | 100'       | 100'              |
| 41  | 1"   | 100'     | 100'       | 100'              |
| 42  | 1"   | 100'     | 100'       | 100'              |
| 43  | 1"   | 100'     | 100'       | 100'              |
| 44  | 1"   | 100'     | 100'       | 100'              |
| 45  | 1"   | 100'     | 100'       | 100'              |
| 46  | 1"   | 100'     | 100'       | 100'              |
| 47  | 1"   | 100'     | 100'       | 100'              |
| 48  | 1"   | 100'     | 100'       | 100'              |
| 49  | 1"   | 100'     | 100'       | 100'              |
| 50  | 1"   | 100'     | 100'       | 100'              |
| 51  | 1"   | 100'     | 100'       | 100'              |
| 52  | 1"   | 100'     | 100'       | 100'              |
| 53  | 1"   | 100'     | 100'       | 100'              |
| 54  | 1"   | 100'     | 100'       | 100'              |
| 55  | 1"   | 100'     | 100'       | 100'              |
| 56  | 1"   | 100'     | 100'       | 100'              |
| 57  | 1"   | 100'     | 100'       | 100'              |
| 58  | 1"   | 100'     | 100'       | 100'              |
| 59  | 1"   | 100'     | 100'       | 100'              |
| 60  | 1"   | 100'     | 100'       | 100'              |
| 61  | 1"   | 100'     | 100'       | 100'              |
| 62  | 1"   | 100'     | 100'       | 100'              |
| 63  | 1"   | 100'     | 100'       | 100'              |
| 64  | 1"   | 100'     | 100'       | 100'              |
| 65  | 1"   | 100'     | 100'       | 100'              |
| 66  | 1"   | 100'     | 100'       | 100'              |
| 67  | 1"   | 100'     | 100'       | 100'              |
| 68  | 1"   | 100'     | 100'       | 100'              |
| 69  | 1"   | 100'     | 100'       | 100'              |
| 70  | 1"   | 100'     | 100'       | 100'              |
| 71  | 1"   | 100'     | 100'       | 100'              |
| 72  | 1"   | 100'     | 100'       | 100'              |
| 73  | 1"   | 100'     | 100'       | 100'              |
| 74  | 1"   | 100'     | 100'       | 100'              |
| 75  | 1"   | 100'     | 100'       | 100'              |
| 76  |      |          |            |                   |

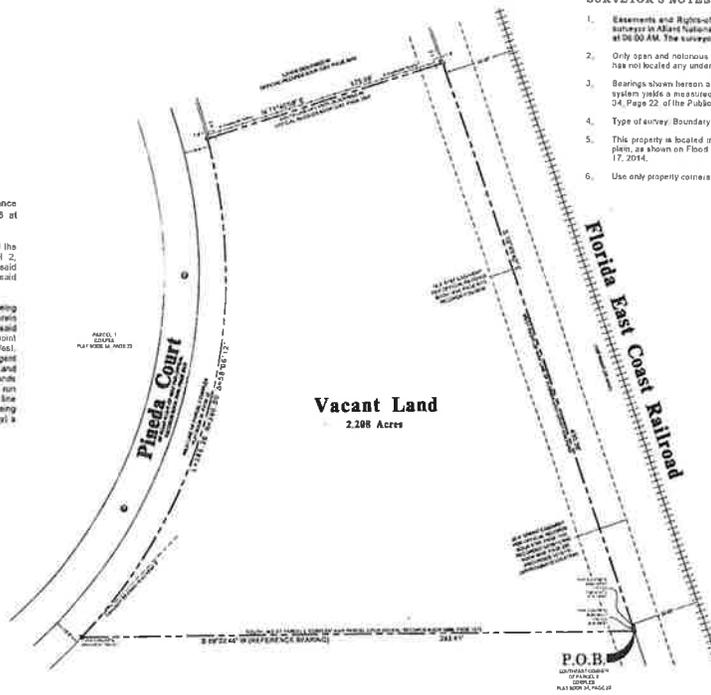
# Boundary Survey



**LEGAL DESCRIPTION:** (Per Alliant National Title Insurance Company, Commitment for Title Number 16006142, dated June 8, 2016 at 06:00 AM)

A portion of Parcel 3, as described in Official Records Book 2889, Page 1573 of the Public Records of Brevard County, Florida, also being a portion of Parcel 2, CORPLEX, according to the plat there, as recorded in Plat Book 34, Page 22, said Public Records, and lying in Section 13, Township 20 South, Range 36 East, said Brevard County and being more particularly described as follows:

Beginning at the Southeast corner of said Parcel 3, CORPLEX, said point also being the Southeast corner of said Parcel 3, for the POINT-OF-BEGINNING of the herein described parcel of land, thence South 89°32'44" West, along the South line of said Parcel 2 and a distance of 393.41 Feet to the West line of said Parcel 2, said point being the point of curvature of a non-tangent circular curve concave to the West, having a radius of 380.00 Feet and a central angle of 58°58'12"; thence from a tangent bearing of North 42°45'04" East, run Northerly along the said West line of Parcel 2 and the arc of said curve, an arc distance of 345.26 Feet to the South line of lands described in Official Records Book 3202, Page 3845; thence leaving said West line run North 71°40'08" East, along said South line, a distance of 175.98 Feet to the East line of said Parcel 2 and 3, thence South 18°40'42" East, along said East line, also being the West right-of-way line of the Florida East Coast Railroad (100' wide right-of-way) a distance of 430.38 Feet to the POINT-OF-BEGINNING. Containing 2.208 Acres of land more or less.



**SURVEYOR'S NOTES:**

1. Easements and Right-of-Way shown hereon, except as called for by a plat, only include those provided to the surveyor in Alliant National Title Insurance Company, Commitment for Title Number 16006142, dated June 8, 2016 at 06:00 AM. The surveyor has made no search of the Public Records for such.
2. Only open and notorious evidence of easements and Right-of-Way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.
3. Bearings shown hereon are based on the State Plane Coordinate System for Florida's East Zone. Said coordinate system yields a measured bearing of S 89°02'54" W for the South line of the CORPLEX, as recorded in Plat Book 34, Page 22 of the Public Records of Brevard County, Florida.
4. Type of survey: Boundary
5. This property is located in Federal Flood Zone X, areas determined to be outside the 0.2% annual chance flood plain, as shown on Flood Insurance Rate Map Community No. 125092, panel 0510, Suffix C, effective date, March 17, 2014.
6. Use only proper corners for constitution of fences and other improvements.

| SYMBOL   | DESCRIPTION                |
|----------|----------------------------|
| (Symbol) | Survey Station             |
| (Symbol) | Point of Beginning         |
| (Symbol) | Right-of-Way Line          |
| (Symbol) | Proposed Right-of-Way Line |
| (Symbol) | Property Line              |
| (Symbol) | Boundary Line              |
| (Symbol) | Survey Line                |
| (Symbol) | Reference Line             |
| (Symbol) | Reference Point            |
| (Symbol) | Reference Station          |
| (Symbol) | Reference Corner           |
| (Symbol) | Reference Easement         |
| (Symbol) | Reference Right-of-Way     |
| (Symbol) | Reference Property         |
| (Symbol) | Reference Boundary         |
| (Symbol) | Reference Survey           |
| (Symbol) | Reference Line             |
| (Symbol) | Reference Point            |
| (Symbol) | Reference Station          |
| (Symbol) | Reference Corner           |
| (Symbol) | Reference Easement         |
| (Symbol) | Reference Right-of-Way     |
| (Symbol) | Reference Property         |
| (Symbol) | Reference Boundary         |
| (Symbol) | Reference Survey           |

**WILLIAM MOTT LAND SURVEYING INC.**  
 3159 ALZANTE CIRCLE, SUITE 103  
 MELBOURNE, FLORIDA 32940  
 PHONE (321)-751-4444 FAX (321)-751-4445

Professional seal and signature area for the surveyor.

Brevard Medical City, LLC  
 Krasny and Deltner  
 Alliant National Title Insurance Company

Revisions table with columns for No., Date, and Description.

Scale: 1" = 20' FEET  
 PROPERTY IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN HEREON.  
 THIS MAP IS INTENDED TO BE EXPLAINED AS A SCALE OF 1" = 20' ON THIS PLAT.  
 PRELIMINARY NUMBER: 218-0225

Phase One

THIS INSTRUMENT PREPARED BY AND RETURN TO

DALE A. DETTMER, ESQ  
KRASNY AND DETTMER  
304 S. Harbor City Blvd., Suite 201  
Melbourne, Florida 32901

**DECLARATION OF CONDOMINIUM  
FOR  
SUNTREE VIERA PROFESSIONAL PARK,  
a commercial condominium**

**SUNTREE VIERA PROPERTIES, LLC**, a Florida limited liability company ("Developer"), being the owner of the fee simple title to the property described on attached Exhibit "A" attached hereto, for itself, its successors, grantees and assigns, hereby submits said property, improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718, Florida Statutes, as enacted upon date of recordation hereof (the "Condominium Act") together with such additional property to be described as subsequent phases of Suntree Viera Professional Park which shall be made subject to this Declaration of Condominium by recordation of an appropriate amendment or amendments to this Declaration; provided however, nothing herein contained shall be deemed to require the Developer to develop any additional phases of the condominium.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

**1.0 DEFINITIONS.**

As used in this Declaration, in the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

**1.1** "Architectural Review Committee" means the Committee of Suntree Viera Professional Park Owners Association, Inc., charged with the duties set forth in Section 9.8 of this Declaration.

**1.2** "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

1.3 "Association" or "Corporation" means Suntree Viera Professional Park Owners Association, Inc., the Florida not-for-profit corporation responsible for the operation of the Condominium.

1.4 "Board of Administration" means the board of directors or other representative body responsible for the administration of the Association.

1.5 "Building Coverage Area" means the maximum horizontal area within the outer perimeter of the building walls, dividers, or columns at ground level or above, whichever is the greater area, including, exterior stairways. Building Coverage Area shall exclude pervious ground level decks, porches, and patios; and cantilevered balconies and roof overhangs that allow air and water to freely circulate below.

1.6 "Articles" and "By-Laws" mean the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

1.7 "Common Elements" means that portion of the Condominium Property not included in the Units (sometimes referred to as "Common Area").

1.8 "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association or this Declaration to be Common Expenses and any other valid expenses or debts of the condominium as a whole, of individual Unit Owners, or of the Association which are assessed against the Unit Owners

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

1.10 "Condominium Building" or "Building" means the structure constructed on a Unit, if any.

1.11 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

1.12 "Condominium Property" means and includes all lands described on Exhibit "A" hereto that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.13 "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.

1.14 "Developer" means Suntree Viera Properties, LLC, a Florida limited liability company, and its successors and assigns.

**1.15** "Gross Floor Area" means the total enclosed floor area of all floors of a building (including mezzanines), measured from the exterior faces of exterior walls, including basements, lobbies, common areas, elevator shafts, stairwells, mechanical or equipment rooms, common corridors, building amenity areas, storage areas, attics (whether or not a floor has actually been laid, providing structural headroom of 6 feet 6 inches or more) and any other fully enclosed spaces of the building, whether leased to tenants or not. Gross Floor Area shall exclude rooftops, plazas, covered walkways, covered parking areas, balconies, porches, terraces, loading docks, roof overhangs and any other non-enclosed areas (whether covered by a roof or not), which do not require parking spaces pursuant to the Brevard County Code.

**1.16** "Individual Unit Expenses" means the expenses of a Unit Owner other than expenses declared by the Association or this Declaration to be Common Expenses.

**1.17** "Insurance Trustee" means that person or entity appointed by the Board of Administration.

**1.18** "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units (sometimes referred to as "Limited Common Areas").

**1.19** "Mortgagee" means a bank, the Developer, or any Unit Owner who finances a purchase with seller financing, an insurance company, a mortgage company, real estate investment trust, recognized institutional lender or its loan correspondent, or agency of the United States government, which owns or holds a mortgage encumbering a Condominium Parcel.

**1.20** "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

**1.21** "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

**1.22** "Unit" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land improvements. A Unit may be submitted by the Owner to the condominium form of ownership pursuant to Chapter 718, Florida Statutes.

**1.23** "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Brevard County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its

successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.24 "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, telecommunication services, electric power, gas, water, trash and sewage disposal.

1.25 "The Condominium" or "this Condominium" means **Suntree Viera Professional Park**, a commercial condominium.

**2.0 CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.**

2.1 The name of this Condominium is **Suntree Viera Professional Park**, a commercial condominium.

2.2 Each Unit is specified by a specific alphabetical designation as set forth in exhibits attached hereto and to which specific reference is hereafter made. There shall pass with each Unit as appurtenances thereto:

2.2.1 An undivided share in the Common Elements.

2.2.2 An exclusive easement 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, which easement shall be terminated automatically in any air space which is vacated from time to time.

2.2.3 An undivided share in the Common Surplus.

2.2.4 Membership of the Unit Owner in the Association.

2.3 Each Unit Owner is entitled to the exclusive possession of its Unit subject to the provisions of this Declaration. It shall be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

2.4 Each Unit, together with Units contained within additional phases of the Condominium, is identified by a specific alphabetical designation as set forth on the Phasing Plan attached hereto as Exhibit "B" and by this reference incorporated herein.

The boundaries of each Unit are as follows:

**2.4.1 Lower Boundary** – Any improvement, existing or to be built, above ground level but also including improvements (e.g. footers, utilities) installed at or below grade as extended to the perimetrical boundaries of the Unit. Each Unit Owner shall own the pipes, wires, conduits or other utility lines running through its Unit but not those which are utilized for, or service another Unit or the Common Elements, which items are hereby made a part of the Common Elements.

**2.4.2 Upper Boundary** – The finished outer surface of the tallest improvement erected on the Unit (e.g., roofs and improvements erected thereon) whether existing or to be built, as extended to the perimetrical boundaries thereof.

**2.4.3 Perimetrical Boundaries** – Shall be as depicted on Exhibit “B” extended to their intersection with the upper and lower boundaries.

**2.5** Each Unit Owner shall own and be responsible for the construction, maintenance, repair and replacement of the improvements located upon and within its Unit from time to time.

**2.6** "Time share estates" may not be created in any Unit by any person or entity. As used herein, "time share estates" include any arrangement, plan, scheme or similar device, whether by membership agreement, tenancy in common, interval ownership, sale, lease, deed, rental agreement, license or right-to-use agreement, whereby an owner of the time share estate receives a right to the use of a Unit and the Common Elements for a period of not less than seven (7) days during any given year and which extends for a period of more than three (3) years.

**2.7** The Units shall be used only for the purposes allowed by the applicable zoning classification for the Condominium Property and this Declaration.

### **3.0 PHASED CONDOMINIUM.**

**3.1** This Condominium shall be developed in phases pursuant to Section 718.403, Florida Statutes.

Phase One shall consist of Unit A and Unit B within the driveways and parking areas and other improvements located on the real property described and depicted on Exhibit “C.” One Building may be constructed on and within each Unit.

Phase Two, if added to the Condominium, shall consist of Unit C, consisting of four buildings, within the driveways and parking areas and other improvements located on the real property described and depicted on Exhibit “D.”

Phase Three, if added to the Condominium, may, in total, constitute Unit D within the Condominium and which shall consist of the real property described and other improvements located on the real property described and depicted on Exhibit “E.”

Phase Four, if added to the Condominium, may, in total, constitute Unit E within the Condominium and which shall consist of the real property described and other improvements located on the real property described and depicted on Exhibit "F."

Phase Five, if added to the Condominium, may, in total, constitute Unit F within the Condominium and which shall consist of the real property described and other improvements located on the real property described and depicted on Exhibit "G."

**3.2** The Developer reserves the right, in its sole and absolute discretion (i) to add or not to add additional phases to the Condominium as herein described; (ii) to make nonmaterial changes in the legal description of any phase of the Condominium; (iii) to modify the plot plans to allow flexibility concerning the size of the Units as well as the size and location of each Building in each such phase; and (iv) to modify the plot plans for Phases Three, Four and Five to cause the Unit to be of a size that is less than the entire phase of the Condominium.

More specifically, the Developer may cause Phases Two through Five to differ from Phase One in any of the following ways:

- (a) Size of the Unit and Buildings.
- (b) Location and configuration of Buildings.
- (c) Elevations of lands and Buildings.
- (d) Design of Buildings.
- (e) Building materials.
- (f) Height of Buildings.
- (g) Number of Units and number of Buildings.
- (h) Location of easements.
- (i) Changes in common areas, including parking and landscaped areas.
- (j) Price.
- (k) Number of phases.
- (l) Unit type.

**3.3** The undivided share in the Common Elements, Common Expenses and Common Surplus of each Unit is set forth on Exhibit "H" attached hereto.

**3.4** The remaining phases of this Condominium, if added, shall be completed within seven (7) years of the date of recordation of this Declaration of Condominium in the public records.

**3.5** The Developer shall notify Owners of existing Units of the decision not to add additional phases. Notice shall be provided by first-class mail addressed to each Unit Owner at the last known address thereof.

**4.0 RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.**

4.1 The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

4.2 A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

4.3 The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

**5.0 COMMON ELEMENTS.**

5.1 Common Elements include the following:

5.1.1 The land, excluding the Units, on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

5.1.2 Any portion of the Condominium Property which is not included within the Units or Limited Common Elements.

5.1.3 An easement of support which is hereby created in every portion of the Condominium Property which contributes to the support of a Building.

5.1.4 The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.

5.1.5 Easements through Units for conduit ducts, plumbing, wiring, communication services and other facilities for the furnishing of Utility Services to Units and the Common Elements.

5.2 The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant for each Unit shall be determined as set forth in Section 3.3 hereof.

**6.0 LIMITED COMMON ELEMENTS.**

6.1 The Limited Common Elements are depicted on the plot plan and survey attached as exhibits for each phase of the condominium. The Limited Common Elements may include other areas that are so designated pursuant to an amendment to this Declaration.

6.2 The Limited Common Elements shall be maintained by the Unit Owners which uses the Limited Common Elements or which is benefited by the Limited Common Elements. The Limited Common Elements may be used by only one (1) Unit Owner.

**7.0 DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.**

The legal description of Phase One of the land hereby submitted to condominium ownership is set forth on Exhibit "C" attached hereto and made a part hereof. Exhibit "C" consists of a survey of the land, a graphic description of the Units, and a plot plan thereof. Exhibit "C" together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and its relative location and approximate dimensions.

The Building Coverage Area for Unit A shall not exceed 20,000 square feet and Gross Floor Area for Building A shall not exceed 31,000 square feet. The Building Coverage Area and the Gross Floor Area for Unit B shall not exceed 15,000 square feet.

There shall pass with each Unit as appurtenances thereto: (a) an undivided share in the Common elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace 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; and (d) other appurtenances as may be provided in this Declaration.

**8.0 AMENDMENT OF DECLARATION.**

8.1 To the extent permitted by the Condominium Act, as amended from time to time, the Developer, during the time it is in control of the Association, may amend the Declaration, the Articles of Incorporation, the By-Laws of the Association and applicable rules and regulations to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The execution and recording of any amendment by the Developer pursuant to this paragraph shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided below unless subsequently rescinded.

8.2 This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of two-thirds (2/3) or more of the Units. All amendments shall be evidenced by a certificate and recorded in the Public Records of Brevard County, Florida, except as is otherwise provided in this Declaration:

**8.2.1** Subject to the provisions of this Section 8.0, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of such amendment and unless a majority of voting interests of all Units approve the Amendment; and

**8.2.2** No amendment shall materially impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee, which consent shall not be unreasonably withheld; and

**8.2.3** No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer; and

**8.2.4** Any amendment which would affect the Surface Water Management System, including water management portions of the Common Elements, shall not be approved without the prior written approval of all applicable governmental agencies.

**8.3** Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property, or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

## **9.0 THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.**

**9.1** The operation of the Condominium shall be vested in the Association. The Association has been organized or will be organized as a not-for-profit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "I".

**9.2** No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

**9.3** All Unit Owners shall automatically be members of the Association, and a Unit Owner's membership shall terminate when it no longer owns its Unit.

**9.4** The Association shall have two classes of voting membership. Class A members shall be all Owners, with the exception of the Developer. The Class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership upon the first to occur of the sale of the last Unit owned by the Developer, or as may otherwise be provided by Chapter 718, Florida Statutes.

Class A members shall be entitled to one (1) vote for each percentage point of ownership share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit as determined in Section 3.3 of the Declaration. The Class B member shall be entitled to four (4) votes for each percentage point of ownership share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit.

Notwithstanding anything herein to the contrary, the Developer shall be entitled to elect at least one (1) member of the Board of Administration for so long as the Developer owns at least one (1) Unit. Further, after the Developer relinquishes control of the Association, the Developer may exercise any retained rights herein reserved to the Developer and may exercise the right to vote any Developer owned voting interest in the manner as any other Owner except for the purpose of reacquiring control of the Association or selecting the majority of the members of the Board of Administration.

**9.5** Multiple owners of a Unit shall collectively be entitled designate a voting member to vote for said Unit. There shall be no cumulative voting.

**9.6** The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Condominium Act, and this Declaration and shall include, but not be limited to, the following:

**9.6.1** The Association shall act on behalf of the Unit Owners with respect to the exercise of the benefits and the compliance with the burdens imposed by that certain Reciprocal Easement and Operating Agreement dated December 31, 2012 recorded in Official Records Book 6772, Page 0163, of the Public Records of Brevard County, Florida, and as same may be amended from time to time.

**9.6.2** The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

**9.6.3** The power to levy and collect Assessments from Unit Owners to maintain, repair and replace the Common Elements of the Condominium Property.

**9.6.4** The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

**9.6.5** The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium.

**9.6.6** The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare

of the Unit Owners, all of whom shall be subject to such rules and regulations; provided however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

**9.6.7** The power to obtain and maintain adequate insurance to protect the Association and the Common Elements.

**9.6.8** The power to purchase Units and to acquire, hold, lease, mortgage and convey the same.

**9.7** Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds (2/3) of the Mortgagees (based upon one (1) vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

**9.7.1** By act or omission seek to abandon or terminate the Condominium;

**9.7.2** Change the pro rata interest or obligations of any individual Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;

**9.7.3** Partition or subdivide any Unit;

**9.7.4** By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause); or

**9.7.5** Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion; provided, however, if after repair, replacement or reconstruction of such portion, if there are surplus insurance proceeds, they shall be deposited to the operating account of the Association.

**9.8** All plans for construction of improvements or the modification of any improvements on any Unit are subject to prior review and approval by the Developer and, upon turnover, by the Association's Architectural Review Committee. The review process shall include:

**9.8.1** The review all construction plans prior to the commencement of any construction of improvements, or modification of any improvements on any Unit. All construction plans shall conform to the Architectural Guidelines promulgated by the Association, a copy of which is available at the office of the Association. A fee in the amount of Five Hundred Dollars (\$500.00) shall be payable to the Association at such time as the plans are submitted to the Architectural Review Committee. The Architectural Review Committee shall approve or disapprove all plans so submitted.

**9.8.2** The plans submitted to the Architectural Review Committee for approval shall include all plans necessary for construction and shall meet the following standards:

**Plans:** All plans must be drawn in a professional manner, fully dimensioned, and shall include the following as a minimum:

**9.8.2.1 Plot Plan:** An accurately drawn and dimensioned plot plan in 1" = 20' or 30' scale showing all building setbacks, easements, drives, patios, walks and other architectural elements.

**9.8.2.2 Floor Plan(s):** Drawn to scale of 1/4" per foot.

**9.8.2.3 Elevation Plans:** Drawn to scale of 1/4" per foot, and showing the exterior elevations of buildings as they will actually appear after all back filling.

**9.8.2.4 Specifications of all external materials such as roofing, siding, brick, etc. as well as exterior color schemes must be submitted for approval; actual samples may be required by the Architectural Review Committee.**

**9.8.2.5 For Phases Three, Four and Five of the condominium, landscaping plans in 1" = 20' or 30' scale indicating existing trees, trees to be removed and proposed new material, including tree and plant list (type and size) for existing and proposed trees.**

The Architectural Review Committee shall have the right to approve or disapprove any structure, floor, elevation, solar energy device, antenna, satellite dish or other improvement change or modification and to approve or disapprove any exterior additions, changes, modifications or alterations to a Building. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. The Association may adopt additional standards and criteria to effect the purposes of this Section.

**9.8.3** The Architectural Review Committee shall be comprised of a minimum of three (3) regular members and two (2) alternate members. A vote of two (2) is necessary to carry any decisions of the Architectural Review Committee. The Alternate members shall fill any vacancies that might occur. Both regular and alternate members of the Architectural Review Committee shall be elected from among the membership of the Association. Each Architectural Review Committee member shall be elected by a majority vote by the Association. Elections shall be held annually during the month of January. Notwithstanding the foregoing, the Developer has the right to select the membership of the Architectural Review Committee in its total discretion until the last Unit is sold. After the last Unit is sold, the Architectural Review Committee shall be appointed by the Board of Directors.

**9.8.5** It is the plan of the Developer to develop Suntime Viera Professional Park into a commercial community of quality buildings. The Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the

community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, existing vegetation, and conformity to the Declaration.

#### **10.0 BY-LAWS.**

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "J." No modification of or amendment to the By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage encumbering any Condominium Parcel.

#### **11.0 MAINTENANCE; LIMITATION UPON IMPROVEMENT.**

**11.1** The maintenance of the Common Elements shall be the responsibility of the Association; provided however, that the Association shall not be responsible for the maintenance, repair or replacement of the HVAC system, electrical wiring, plumbing, alarm system wiring, hot water tanks, conduits, or other items located outside the Units which service a particular Unit, which responsibility shall, instead, be borne solely by the Owner of such Unit. The Association may initially incur the charge related to such specific items servicing a specific Unit, but the Association shall assess the charge against the responsible Unit Owner who agrees to pay the special assessment.

**11.2** Subject to the provisions of Section 8.0, there shall be no material alteration or substantial addition to the Common Elements other than in the manner provided herein unless approved by a majority of the record owners of all Units.

**11.3** No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the Building containing its Unit, or impair any easement.

**11.4** No privacy fence, wall, gate or other structure may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure have been approved in writing by the Association. Nothing contained in this paragraph shall be construed to lessen the obligation of any Unit Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this paragraph shall not apply to the Developer.

**12.0 SURFACE WATER/STORMWATER MANAGEMENT SYSTEM.**

**12.1** The Association shall, in perpetuity, operate, maintain and manage the Surface Water or Stormwater Management System(s), denoted on the Property in a manner consistent with St. Johns River Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein which relate to the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repairs or reconstruction of the surface water or stormwater management system shall be permitted, or if modified, as approved by St. Johns River Water Management District.

**12.2** No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water or Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, Brevard County, Florida and the St. Johns River Water Management District.

**12.3** No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, or the St. Johns River Water Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements thereof are hereby specifically reserved and created in favor of the Declarant, the Association, the St. Johns River Water Management District, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

**12.4** The Condominium Property shall not be increased in size by filling in any drainage areas or other portion of the Surface Water or Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage area or the Surface Water or Stormwater Management System that have been or may be created by easement without prior written consent of the Association and the St. Johns River Water Management District.

**12.5** St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

**13.0 COMMON EXPENSES AND COMMON SURPLUS.**

**13.1** Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements and Limited Common Elements, when applicable, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws.

13.2 Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration. All Units owned by the Developer shall be exempt from Assessments during such time as the Developer is in control of the Association, however, the Developer shall and does hereby agree to pay, pursuant to Section 720.308, Florida Statutes, all operating expenses incurred by the Association to the extent such expenses exceed the Assessments receivable from members other than the Developer and other income of the Association, while the Developer is in control.

13.3 Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

**14.0 ASSESSMENTS; LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS.**

14.1 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 (\$1,000.00). 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.

14.2 The Association may determine and fix special assessments against individual Unit Owners to pay for the costs and expenses incurred by the Association in maintaining, repairing or replacing items which service only a particular Unit, including, but not limited to, telecommunication services, electrical, conduits, hot water tanks, air conditioners, and signage.

14.3 A Unit Owner, regardless of the manner in which it acquired title to its Unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while it is the Owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for its share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of first mortgagees acquiring title through foreclosure or a deed in lieu of foreclosure shall be limited to a period of Assessments not exceeding six (6) months, subject to a maximum liability of one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services, or by abandonment of the Unit against which the Assessment was made.

**14.4** Assessments and installments thereof not paid when due shall bear interest from the tenth (10<sup>th</sup>) day after the due date until paid at the maximum rate allowed under Florida law. If the delinquent installment(s) of Assessments and any charges thereon are not paid in full when due, the Association at its option may, in accordance with the requirements of the Condominium Act, declare all of the unpaid balance of the annual Assessment to be immediately due and payable without further demand and may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration. In addition to the payment of interest as provided for herein, if an assessment is not paid within ten (10) days after becoming due, the Unit Owner shall pay to the Association an administrative late fee in an amount equal to the greater of (i) Twenty-Five Dollars (\$25) or (ii) five percent (5%) of each installment of the Assessment that payment is late.

**14.5** The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessment and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. As to first mortgages of record, the lien shall be evidenced by a claim recorded among the Public Records of Brevard County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording. As to other than first mortgages of record, the lien shall relate back to the recording of the original Declaration of Condominium creating the Unit. The Board of Administration may take such action as it deems necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

**14.6** Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply, as a cash credit against its bid, all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

**14.7** Any unpaid share of Common Expenses or Assessments for which a first mortgage Mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, its successors and assigns. A first mortgage Mortgagee may not, during the period of its ownership of such Parcel, whether or not such Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

**14.8** The Association, acting by and through its Board of Administration, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

14.9 Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act.

14.10 No Unit Owner may be excused from the payment of its proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment.

#### 15.0 TERMINATION OF CONDOMINIUM.

15.1 Subject to the provisions of this Declaration concerning total or substantial destruction and Section 718.117, Florida Statutes, the Condominium Property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the voting rights of all Unit Owners and unanimous written consent of all of the first mortgage holders by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Brevard County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the Condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the Insurance Trustee selected by the Board of Administration of the Association.

15.2 In furtherance of the foregoing, the approving Unit Owners ("Approving Unit Owners") through the Association shall have the option to purchase all of the Units of the disapproving Unit Owners ("Disapproving Unit Owners") for the period of one hundred twenty (120) days from and after the date of the meeting ("Option Period") approving termination of condominium. The vote of the Approving Unit Owners to terminate the condominium shall be irrevocable during the Option Period. Any Unit Owner voting against the termination or not voting may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering notification thereof to the Board of Administration of the Association. The option to purchase as herein granted shall be exercised by delivery, or mailing by registered mail, of an agreement to purchase, signed by the President or Vice President of the Association to each of the Disapproving Unit Owners. The purchase agreement shall be conditioned upon the purchase of all of the Units owned by Disapproving Unit Owners. The purchase price for each Unit shall be the fair market value thereof as determined by the Seller and the Association. In the absence of agreement on the sales price of any Unit, the price shall be determined by an appraiser reasonably qualified to make such determination. A judgment of specific performance of the sale at the sales price determined by the appraiser may be entered in any court of competent jurisdiction. The purchase price shall be paid in cash. The contract shall be the form then adopted by the Florida Association of Realtors/Florida Bar ("FAR/BAR") then in use in Brevard County, Florida with the allocation of closing costs to be as customarily determined in Brevard County at that time or as is otherwise determined by statute. The Closing of the sale of the Units shall occur within thirty (30) days following the determination of the sales price of the last Unit to be purchased.

**18.0 LIENS.**

**18.1** With the exception of liens provided for in this paragraph, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

**18.2** Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to its Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

**18.3** In the event a lien against two (2) or more Condominium Parcels becomes effective, each Owner thereof may release its Condominium Parcel from the lien by paying the proportionate amount attributable to its Condominium Parcel. Upon such payment, it shall be the duty of the Lienor to release the lien of record from such Condominium Parcel.

**19.0 REMEDIES FOR VIOLATION.**

Each Unit Owner, its tenants, employees, invitees customers and licensees, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

**20.0 EASEMENTS.**

**20.1** Owners of Units shall have, as an appurtenance to their Units, (i) a perpetual easement for ingress and egress to and from their Units over and upon drive isles, walkways, parking and other Common Elements intended for such purposes; and (ii) all easement rights afforded to Parcel Owners.

**20.2** The Condominium Property shall be subject to perpetual easements for presently existing encroachments or which may hereafter be caused by settlement or movement of a Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If any portion of the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the

improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

**20.3** The Condominium Property shall be subject to such easements for utilities of record as of the date of recordation of this Declaration, the Reciprocal Easement and Operating Agreement recorded in Official Records Book 6772, Page 0163, Public Records of Brevard County, Florida, and as same may be amended from time to time, or other easements as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is irrevocable. Any such instrument executed pursuant to this paragraph shall recite that it is made pursuant to this paragraph.

**20.4** The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole discretion to be necessary to consummate the sale, lease or rental of any Unit including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted.

**20.5** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes and over, through and across all easements granted for the benefit of Parcel Owners. Such easements shall be for the use and benefit of the members of the Association, as well as the invitees, guests, employers and agents of such members; provided however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated for parking purposes.

## **21.0 USE RESTRICTIONS.**

**21.1** Each Unit shall conform to all architectural requirements imposed herein for construction of improvements on a Unit which shall, in all events, be used and occupied only for the following purposes (the "Permitted Uses"):

**21.1.1** Administrative, executive and editorial offices.

**21.1.2** Assisted living facility.

**21.1.3** Child or adult day care centers.

**21.1.4** Medical buildings and clinics, and dental clinics, including physical and occupational therapy.

**21.1.5** Nursing homes.

**21.1.6** Optical stores.

**21.1.7** Professional offices and office buildings.

**21.1.8** Treatment and recovery facility.

**21.1.9** From and after December 31, 2015, the Condominium Property, or any portion thereof other than Unit A, may be used for a restaurant or retail store.

**21.1.10** From and after September 16, 2019, the Condominium Property, or any portion thereof, may be used and occupied as and for independent living facilities.

**21.1.11** Unit B, Phase One 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 the Condominium Property, other than in Unit B, Phase One, without the express written consent of the Developer.

Notwithstanding the foregoing Permitted Uses, no primary care practice (internal medicine, family or general practice) shall be operated within the Condominium Property without the express written consent of the Developer.

**21.2** Each Unit may have signs for 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.

**21.3** 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.

**21.4** 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.

## **22.0 ENFORCEMENT OF MAINTENANCE.**

In the event that a Unit Owner fails to maintain its Unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owners, their tenants, employees, invitees, customers and licensees.

## **23.0 INSURANCE.**

**23.1** Insurance coverage that may be provided for a Unit shall be the sole responsibility of the Unit Owner. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

**23.2** Insurance coverage shall be provided as follows:

**23.2.1** All improvements located on the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Administration. Such coverage shall afford protection against (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) such other risks, such as vandalism and malicious mischief, as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as a Condominium Building.

**23.2.2** Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

**23.2.3** Workers compensation insurance meeting all the requirements of the laws of Florida, if applicable.

**23.2.4** Directors and officers liability insurance, if available.

**23.2.5** Such other insurance as the Board of Administration shall determine from time to time to be desirable including, without limitation, such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

**23.3** Premiums for insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses. Premiums for insurance policies purchased by a Unit Owner as herein required shall be paid for by such Unit Owner.

**23.4** All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Administration. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or 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 stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares which shares need not be set forth on the records of the Insurance Trustee.

**23.4.1** Proceeds on account of damage to Common Elements shall be distributed in an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

**23.4.2** Proceeds on account of damage to Units shall be held in the following undivided shares: (i) when the Condominium Building is to be restored, for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association; and (ii) when the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to its Unit.

**23.4.3** In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that 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 those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

**23.5** In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer and paid over to the Insurance Trustee if said proceeds are in excess of Fifty Thousand Dollars (\$50,000), to be held by the Insurance Trustee in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Administration. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event the proceeds are not sufficient to pay the cost of reconstruction and the Trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the Common Expenses of the Association. The Association's insurance carrier shall not have a right of subordination against a Unit Owner, but if it is determined that the damage was proximately caused by the negligence of a Unit Owner, the Unit Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for that amount, plus interest at the maximum rate allowed by law, from the date of the Assessments, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid Assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are less than Fifty Thousand Dollars (\$50,000), they need not be placed in trust but shall be held by the treasurer and applied directly by the Board of Administration for the above purposes.

In the event of a total or substantial destruction of all of the Condominium improvements, the improvements shall be restored as above provided unless an affirmative vote of eighty percent (80%) of the Owners shall vote to terminate this Condominium. In the event the Condominium is to be terminated, then all Owners of Units will immediately convey all their right, title and interest to their respective Units to the Insurance Trustee selected by the Board of Administration, to be held by the Trustee in trust. The recording of each conveyance to the Trustee in the Public Records of Brevard County, Florida will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the common surplus to be subsequently distributed by the Trustee as herein provided. The Trustee shall collect all insurance proceeds payable as a result of the destruction, shall collect all assets of the Association which are allocable to the Units in this Condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium Property by whatever means the Association Board of Administration shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable Trustee's fees, appraiser's fees, and other costs reasonably incurred, the Trustee shall apportion the remaining funds in its hands among the Units in accordance with the Common Expenses percentages. The Trustee shall distribute each Unit's share of the funds jointly to the record title Owners of each Unit and the record owners of any mortgages or other liens encumbering the Unit at the time of the recording of its conveyance to the Trustee by the Unit Owner. All mortgages and other liens upon the respective Units shall be fully released and discharged as herein provided even though the share of a particular Unit in the funds is insufficient to pay all liens in full; in that event the lienholders who had priority against the title to the Unit shall have priority of payment of the Unit's share of the common surplus. None of these actions shall relieve the

Unit Owner of its personal liability for any deficiency which may be caused by any liens to which its Unit is subject at the time of its conveyance to the Trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their lien. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

**23.6** Each Unit Owner shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Unit together with such other insurance as the Unit Owner deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Unit Owner. The named insured shall be the Unit Owner, individually, and as agent for its Mortgagee, if any. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees.

#### **24.0 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 irrevocable.

#### **25.0 EMINENT DOMAIN OR CONDEMNATION PROCEEDING.**

If eminent domain or condemnation proceedings are successfully litigated, or if a settlement is reached pertaining to an eminent domain proceeding, against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

#### **26.0 GENERAL PROVISIONS.**

**26.1** If any provision of this Declaration, the Articles, the By-Laws, or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles,

the By-Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

**26.2** If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

**26.2.1** Assessment of the Developer as a Unit Owner for capital improvements, and

**26.2.2** Any action by the Association that would be detrimental to the Developer's sale of Units.

**26.2.3** Notices to Unit Owners shall be sent by certified mail or certificate of mailing to their place of business in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Developer shall be delivered by certified mail to 903 Jordan Blass Drive, Melbourne, FL 32940. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party. Notices to the Association shall be delivered by certified mail 903 Jordan Blass Drive, Melbourne, FL 32940.

**26.3** The failure of the Developer, the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, or the By-Laws shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of One Hundred Dollars (\$100) per violation for each day that such Owner continues to violate any of the requirements of this Declaration after the Association has given notice of such violation and an opportunity for hearing to the Unit Owners. No fine for a single continuing violation shall exceed One Thousand Dollars (\$1,000) in the aggregate.

**26.4** The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including a reasonable attorney fee at both trial and appellate level, incurred by it in bringing such action.

**26.5** Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

**26.6** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

**26.7** So long as the Developer owns one or more Units, the Association shall take no action which, in the Developer's reasonable opinion, would adversely affect the Developer's marketing program with respect to Units.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 6 day of October, 2014.

DEVELOPER:

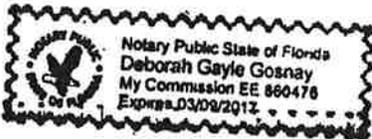
SUNTREE VIERA PROPERTIES, LLC, a Florida limited liability company

Elizabeth S  
Almond Dora

By: Abe Haroon  
Abe Haroon, Manager

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6 day of October 2014, by Abe Haroon, Manager of Suntree Viera Properties, LLC. He is personally known to me:



Deborah Gayle Gosnay  
Printed Name: Deborah Gayle Gosnay

My Commission Expires:

03/09/2017

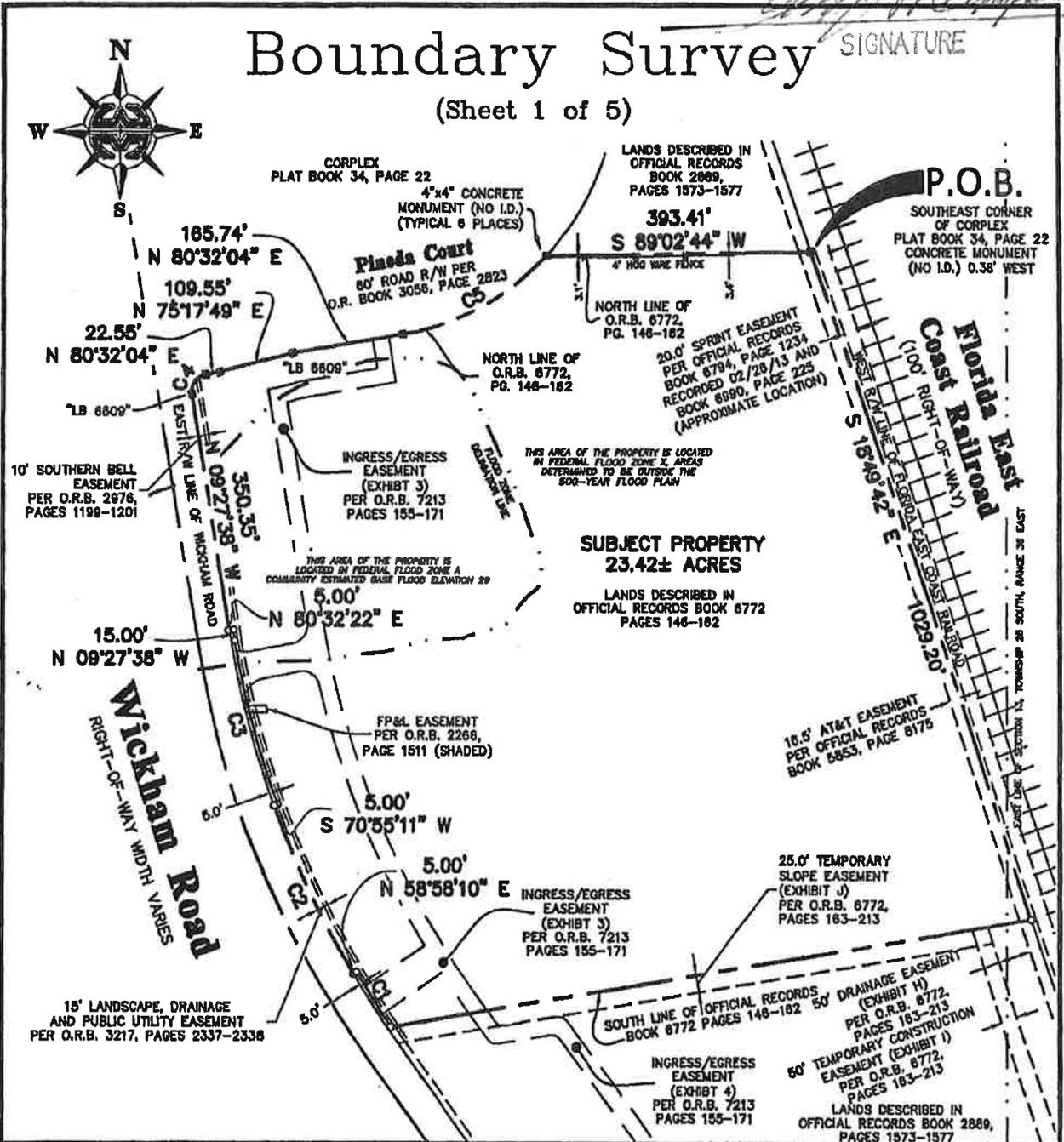
THIS INSTRUMENT CONTAINS THE OFFICIAL RECORD BOOK AND PAGE NUMBERS DESCRIBING THE PARCELS TO BE ADVERTISED.

\_\_\_\_\_  
SIGNATURE

**Exhibit "A"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**  
**Legal Description and Boundary Survey of the Property**

THIS INSTRUMENT CONTAINS THE OFFICIAL RECORD BOOK AND PAGE NUMBERS DESCRIBING THE PARCELS TO BE ADVERTISED.

*William Mott*  
SIGNATURE



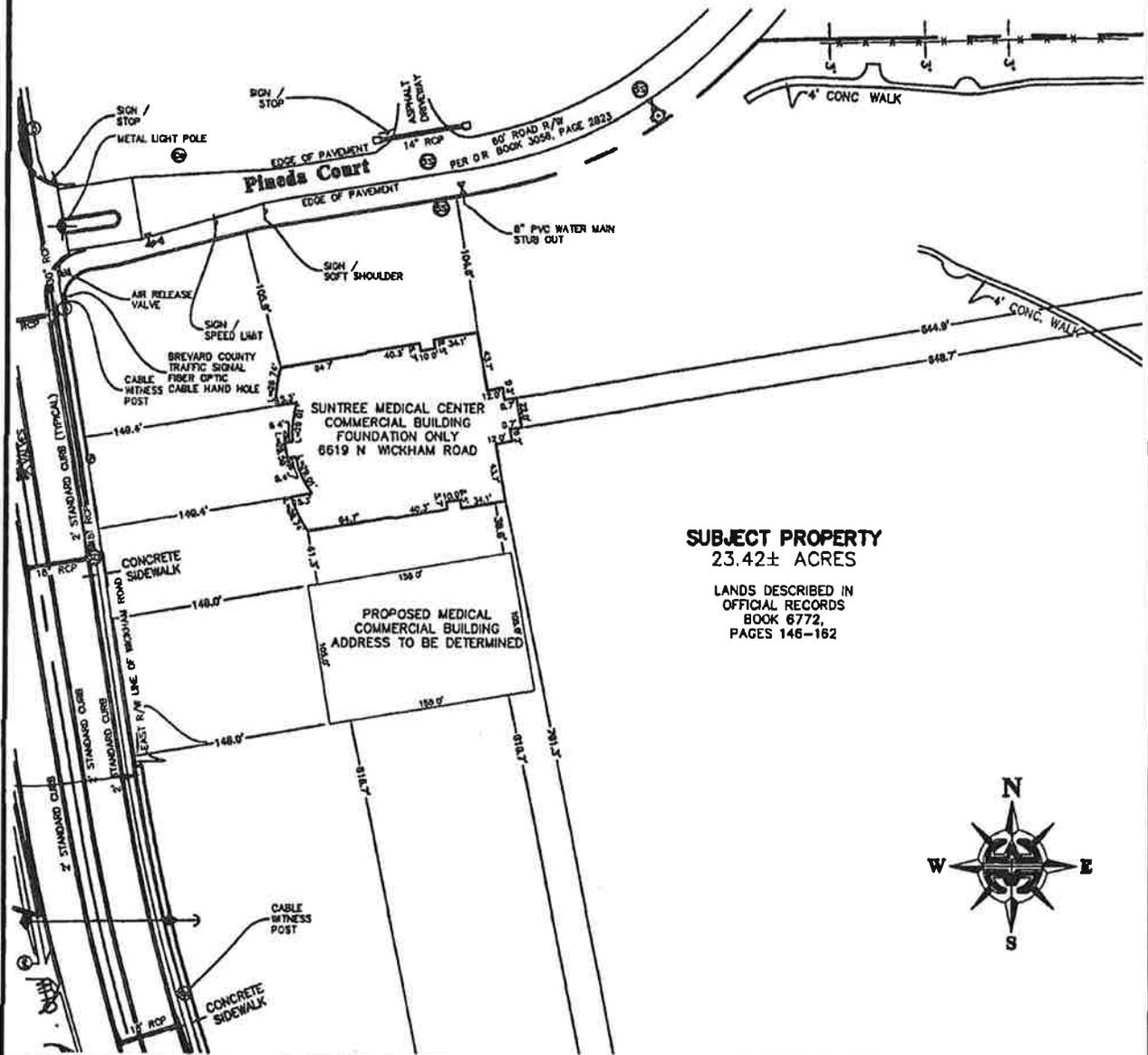
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|---|----|--------------------------------------|----------------|---|--|
| DRAWING NO: A14-0008  |    | DRAWING NAME: 13-12-CONDOSUNTREE.DWG |                | EXHIBIT A SHEET 1 OF 5  |  |
| SCALE: 1"=200'  |    | DWN.BY: T.B.                         | CHD.BY: J.M.M. | PROJECT # 2130012   |  |
| REVISIONS   | A. |                                      |                |   |  |
|   | B. |                                      |                |   |  |
|   | C. |                                      |                |   |  |
| <p align="center"><b>CERTIFICATION</b></p> <p>I HEREBY CERTIFY THAT THE SURVEY &amp; SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 6J-17.08, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 471.027, OF THE FLORIDA STATUTES.</p> <p align="center"><i>Jonathan M. Mott</i><br/>JONATHAN M. MOTT, P.L.S.<br/>SIGNING DATE: 09/30/14 FLA. CERT. NO.5060</p> |    |                                      |                | <p>THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM.</p> <p>CERTIFIED TO:<br/>SUNTREE VIERA PROPERTIES, LLC</p> <p><b>WILLIAM MOTT LAND SURVEYING INC.</b><br/>EAGLE HARBOR DOWNTOWN<br/>3900 W. EAU GALLE BOULEVARD, SUITE 101<br/>MELBOURNE, FLORIDA, 32934-3285<br/>PHONE (321) 761-4444 LICENSED BUSINESS #3400</p> |  |

THIS INSTRUMENT CONTAINS THE OFFICIAL  
 COPIED BOOK AND PAGE NUMBERS DESCRIBING  
 THE PARCELS TO BE ADVERTISED.

*[Handwritten Signature]*  
 SIGNATURE

# Boundary Survey Detail

(Sheet 2 of 5)



**SUBJECT PROPERTY**  
 23.42± ACRES  
 LANDS DESCRIBED IN  
 OFFICIAL RECORDS  
 BOOK 6772,  
 PAGES 146-162

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDOSUNTREE.DWG

EXHIBIT A SHEET 2 OF 5

SCALE: 1"=100' DWN.BY:T.B. CHD.BY:J.M.M. PROJECT # 2130012

REVISIONS  
 A.  
 B.  
 C.

SEE SHEET 1, EXHIBIT A FOR  
 SURVEYOR'S CERTIFICATION.  
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
 EXHIBIT A FOR  
 CLIENT'S CERTIFICATION.

ST. UNIT IT CONTAINS THE C. 10.  
 ) POO. A ID PAGE NU. E. D.  
 PARCELS TO BE ADVERTISED.

*John W. Campbell*  
 SIGNATURE

# Boundary Survey

## Surveyor's Notes & Legend (Sheet 3 of 5)

**SURVEYOR'S NOTES:**

- Easements and Rights-of-Way shown hereon only include those provided to the surveyor in Fidelity National Title Insurance Company Title Commitment Order No. 4879666, Effective date June 24, 2014 at 8:00 AM. The surveyor has made no search of the Public Records for such.
- Only open and notorious evidence of easements and Right-of-Way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.
- Bearings hereon are based on the State Plane Coordinate System for Florida's East Zone. Said coordinate system yields a bearing of S 89°17'43" E for the South line of Southwest 1/4 of Southwest 1/4 of Section 18, Township 26 South, Range 37 East.
- Type of survey: Boundary
- Flood zones shown hereon were scaled from flood insurance rate map community no. 125092, panel 0510, Suffix G, effective date: March 17, 2014.
- Use only property corners for construction of fences and other improvements.

**LEGEND:**

|        |  |               |   |
|--------|--|---------------|---|
| PC     | = POINT OF CURVATURE                   | N.A.V.D. (88) | = NORTH AMERICAN VERTICAL DATUM (1988)                        |
| PT     | = POINT OF TANGENCY                    | N.A.D. (27)   | = NORTH AMERICAN DATUM (1927)                                 |
| PI     | = POINT OF INTERSECTION                | N.A.D. (83)   | = NORTH AMERICAN DATUM (1983)                                 |
| PRC    | = POINT OF REVERSE CURVATURE           | N.G.V.D.      | = NATIONAL GEODETIC VERTICAL DATUM (1929)                     |
| RP     | = RADIUS POINT                         | ----          | = CENTERLINE  |
| R/W    | = RIGHT-OF-WAY                         | ----          | = PROPERTY LINE   |
| P.O.B. | = POINT-OF-BEGINNING                   | ⊙             | = 5/8" IRON ROD WITH PLASTIC CAP MARKED "MOTT LB 3608" SET    |
| P.O.C. | = POINT-OF-COMMENCEMENT                | ⊙             | = 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET |
| EL     | = ELEVATION                            | ●             | = IRON MARKER FOUND   |
| D.O.D  | = SPOT ELEVATION                       | ○             | = 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET         |
| PUB&DE | = PUBLIC UTILITY AND DRAINAGE EASEMENT | ■             | = 4"x4" CONCRETE MONUMENT FOUND                               |
| ESMT.  | = EASEMENT                             | □             | = 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET                |
| NTS    | = NOT TO SCALE                         | ▲             | = NAIL & DISK FOUND   |
| TYP    | = TYPICAL                              | △             | = NAIL & DISK MARKED "LB 3608" SET                            |
| L#     | = LINE TAG (SEE TAG TABLE)             | ◆             | = POWER POLE  |
| C#     | = CURVE TAG (SEE TAG TABLE)            | ←             | = GUY ANCHOR  |
| LCE    | = LIMITED COMMON ELEMENTS              | ⊙             | = FIRE HYDRANT WITH VALVE ASSEMBLY                            |
| CE     | = COMMON ELEMENTS                      | ⊙             | = WATER VALVE   |
| PCP    | = PERMANENT CONTROL POINT              | ⊙             | = WATER METER / REUSE METER                                   |
| PRM    | = PERMANENT REFERENCE MONUMENT         | ⊙             | = UNDERGROUND TELEPHONE CABLE PEDESTAL                        |
| D      | = DELTA                                | ⊙             | = UNDERGROUND T.V. CABLE PEDESTAL                             |
| R      | = RADIUS                               | ⊙             | = UNDERGROUND ELECTRIC SERVICE                                |
| A      | = ARC                                  | ⊙             | = SANITARY SEWER MANHOLE                                      |
| T      | = TANGENT                              | ⊙             | = SEWER CLEAN-OUT   |
| CONC.  | = CONCRETE                             | ⊙             | = STORM DRAIN MANHOLE   |
| O.H.W. | = OVERHEAD WIRE                        | ⊙             | = CONCRETE SIDEWALK   |
| CBS    | = CONCRETE BLOCK & STUCCO              |               |   |
| CH     | = CHORD                                |               |   |
| SC&G   | = 0.5" STANDARD CURB & GUTTER          |               |   |
| C.B.S. | = CONCRETE BLOCK STRUCTURE             |               |   |
| EOP    | = EDGE OF PAVEMENT                     |               |   |
| COMM.  | = COMMERCIAL                           |               |   |
| -X-X-  | = FENCE                                |               |   |
| ⊠      | = COVERED AREA                         |               |   |

DRAWING NO: A14-0008      DRAWING NAME: 13-12-CONDOSUNTREE.DWG

EXHIBIT A SHEET 3 OF 5

SCALE: NTS      DWN.BY: T.B.      CHD.BY: J.M.M.      PROJECT # 2130012

REVISIONS  
 A.  
 B.  
 C.

SEE SHEET 1 FOR  
 SURVEYOR'S CERTIFICATION.  
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
 EXHIBIT A FOR  
 CLIENT'S CERTIFICATION.

THIS INSTRUMENT CONTAINS THE OFFICIAL  
 RECORDED BOOK AND PAGE NUMBERS DESCRIBING  
 THE PARCELS TO BE ADVERTISED.

# Boundary Survey

SIGNATURE

Listed Exceptions  
 (Sheet 4 of 5)

**Fidelity National Title Insurance Company**  
 COMMITMENT FOR TITLE INSURANCE  
 Effective Date: June 24, 2014 at 8:00 AM

OrderNo.: 4879666  
 CustomerReference: 41054

SCHEDULE B SECTION II  
 EXCEPTIONS

Items 1 through 4 are not a matter of survey.

5. Easement by and between James M. Terry and Barbara G. Terry, Grantor, and Florida Power and Light Company, Grantee, recorded November 17, 1980, in Official Records Book 2266, Page 1511. (SHOWN HEREON)
6. Easement by and between Imperial South, Inc, Grantor, and Southern Bell Telephone and Telegraph Company, Grantee, recorded January 20, 1989, in Official Records Book 2976, Page 1199. (SHOWN HEREON)
7. Landscape, Drainage and Public Utility Easement by and between Imperial South, Inc, Grantor, and Brevard County, Grantee, recorded July 27, 1992, in Official Records Book 3217, Page 2337. (SHOWN HEREON)
8. Easement set out in Supplemental Final Order and Judgment recorded March 28, 2008, in Official Records Book 5853, Page 8175. (SHOWN HEREON AS "AT&T")
9. Restrictions and Easements contained in Special Warranty Deed recorded January 4, 2013, in Official Records Book 6772, Page 146. (SHOWN HEREON)
10. Reciprocal Easement and Operating Agreement recorded January 4, 2013, in Official Records Book 6772, Page 163, together with First Amendment recorded in Official Records Book 7140 page 1556, together with Second Amendment recorded in Official Records Book 7213, page 155. (SHOWN HEREON)
11. Amended Easement Deed by Court Order recorded February 6, 2013, in Official Records Book 6794, Page 1234. (SHOWN HEREON AS "SPRINT")
12. Amended Easement Deed by Court Order recorded October 15, 2013, in Official Records Book 6990, Page 225. (SHOWN HEREON AS "SPRINT")

Items 13 through 14 are not a matter of survey.

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDOSUNTREE.DWG

EXHIBIT A SHEET 4 OF 5

SCALE: NTS DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

REVISIONS

A.  
 B.  
 C.

SEE SHEET 1 FOR  
 SURVEYOR'S CERTIFICATION.  
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
 EXHIBIT A FOR  
 CLIENT'S CERTIFICATION.

THIS INSTRUMENT CONTAINS THE OFFICIAL  
 RECORD BOOK AND PAGE NUMBERS DESCRIBING  
 THE PARCELS TO BE ADVERTISED.

*[Handwritten Signature]*  
 SIGNATURE

# Boundary Survey

Legal Description: By Surveyor  
 (Sheet 5 of 5)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Complex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 18°49'42" East along the West Right-of-Way line of Florida East Coast Railroad (100' Right-of-Way), a distance of 1,029.20 Feet to the South line of said Official Records Book 6772, Pages 146-162; thence South 80°32'20" West along said South line, a distance of 972.32 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 1,377.40 Feet, and a central angle of 03°57'31"; thence from a tangent bearing of North 34°59'21" West, run Northwesterly along the arc of said curve an arc distance of 95.17 Feet; thence South 58°58'10" West, a distance of 5.00 Feet to a point on the East Right-of-Way line of Wickham Road, also being the West line of said Official Records Book 6772, Pages 146-162; and the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 1,382.40 Feet, and a central angle of 11°18'59"; thence from a tangent bearing of North 31°01'50" West, run Northwesterly along the arc of said curve an arc distance of 273.04 Feet; thence leaving said Right-of-Way line run North 70°55'11" East, a distance of 5.00 Feet to the point of curvature of a non tangent circular curve concave to the East, having a radius of 1,377.40 Feet, and a central angle of 10°15'21"; thence from a tangent bearing of North 19°42'59" West, run Northerly along the arc of said curve an arc distance of 246.55 Feet; thence North 09°27'38" West, a distance of 15.00 Feet; thence South 80°32'22" West, a distance of 5.00 Feet to a point on the said East Right-of-Way line of Wickham Road, also being the West line of said Official Records Book 6772, Pages 146-162; thence North 09°27'38" West, a distance of 350.35 Feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 25.00 Feet, and a central angle of 90°00'00"; thence Northeasterly along the arc of said curve and the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the Northerly line of said Official Records Book 6772, Pages 146-162, an arc distance of 39.27 Feet; thence continue a long said lines for the following Four (4) calls; North 80°32'04" East, a distance of 22.55 Feet; thence North 75°17'49" East, a distance of 109.55 Feet; thence North 80°32'04" East, a distance of 165.74 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 37°47'00"; thence Northeasterly along the arc of said curve an arc distance of 250.59 Feet; thence leaving said South Right-of-Way line of Pineda Court run North 89°02'44" East along the said North line of said Official Records Book 6772, Pages 146-162, a distance of 393.41 Feet to the POINT-OF-BEGINNING.

Containing 23.42 Acres of land more or less.

| CURVE TABLE |          |           |         |         |               |
|-------------|----------|-----------|---------|---------|---------------|
| CURVE       | RADIUS   | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| C2          | 1382.40' | 11°18'59" | 273.04' | 272.59' | S 25°22'20" E |
| C3          | 1377.40' | 10°15'21" | 246.55' | 246.22' | S 14°35'18" E |
| C4          | 25.00'   | 90°00'00" | 39.27'  | 35.36'  | S 35°32'22" W |
| C5          | 380.00'  | 37°47'00" | 250.59' | 246.07' | N 61°38'34" E |

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDOSUNTREE.DWG

EXHIBIT A SHEET 5 OF 5

SCALE: NTS DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

REVISIONS  
 A.  
 B.  
 C.

SEE SHEET 1 FOR  
 SURVEYOR'S CERTIFICATION.  
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
 EXHIBIT A FOR  
 CLIENT'S CERTIFICATION.

**Exhibit "B"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**  
**Phasing Plan**

# Phasing Plan

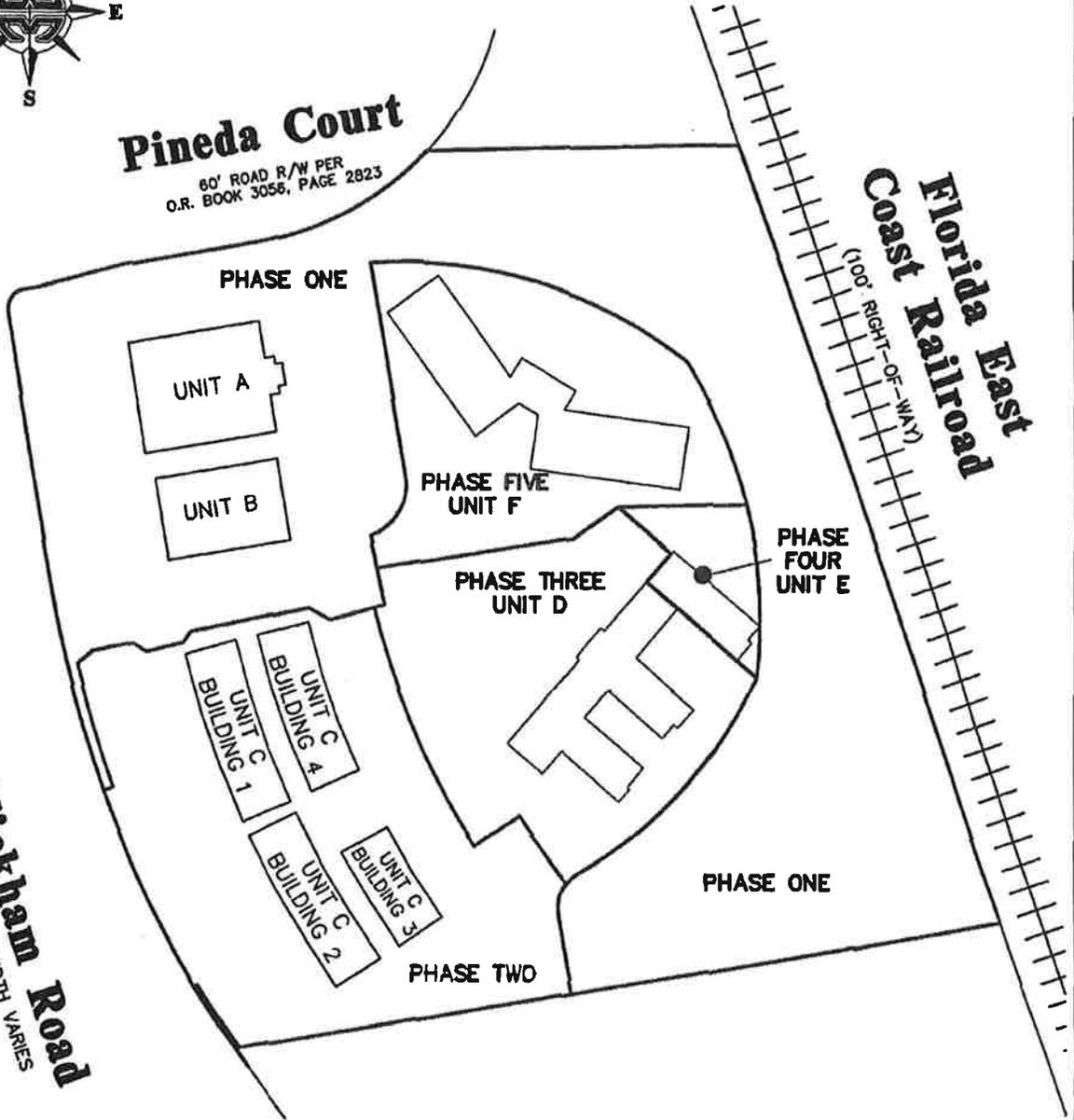


**Pineda Court**

60' ROAD R/W PER  
O.R. BOOK 3056, PAGE 2823

**Florida East  
Coast Railroad**  
(100' RIGHT-OF-WAY)

**Wickham Road**  
RIGHT-OF-WAY WIDTH VARIES



**WILLIAM MOTT LAND SURVEYING INC.**

EAGLE HARBOR DOWNTOWN  
3800 W. EAU GALLIE BOULEVARD, SUITE 101  
MELBOURNE, FLORIDA, 32934-3285  
PHONE (321) 751-4444

**Exhibit "C"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**

**Surveys, Plot Plans and Graphic Descriptions**  
**for**  
**Phase One**

# Surveyor's Certificate

## Phase One

FOR  
SUNTREE VIERA PROFESSIONAL PARK,  
A COMMERCIAL CONDOMINIUM

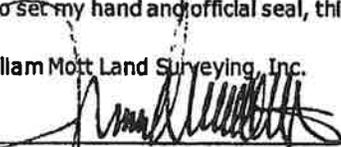
State of Florida  
County of Brevard

I, Jonathan M. Mott, of Brevard County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 5060 authorized and licensed to practice in the state of Florida, and that the proposed improvements of the **SUNTREE VIERA PROFESSIONAL PARK**, a commercial condominium can be constructed so that the attached survey, plot plan, and graphic description of improvements, together with the provisions of the declaration of condominium describing the condominium property, present an accurate representation of the location and dimensions of the improvements constituting of Unit A and Unit B and that the identification, location, and dimensions of the proposed common elements and of each unit can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, and access to Unit A and Unit B, and the proposed common element facilities serving Unit A and Unit B, can be constructed.

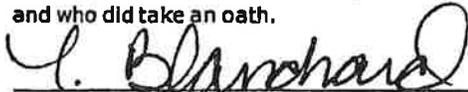
In witness whereof, I have hereunto set my hand and official seal, this 6<sup>th</sup> day of October 2014. A.D.

William Mott Land Surveying, Inc.

By 

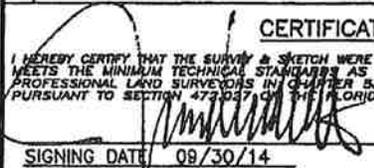
Jonathan M. Mott, P.L.S.  
State of Florida No. 5060

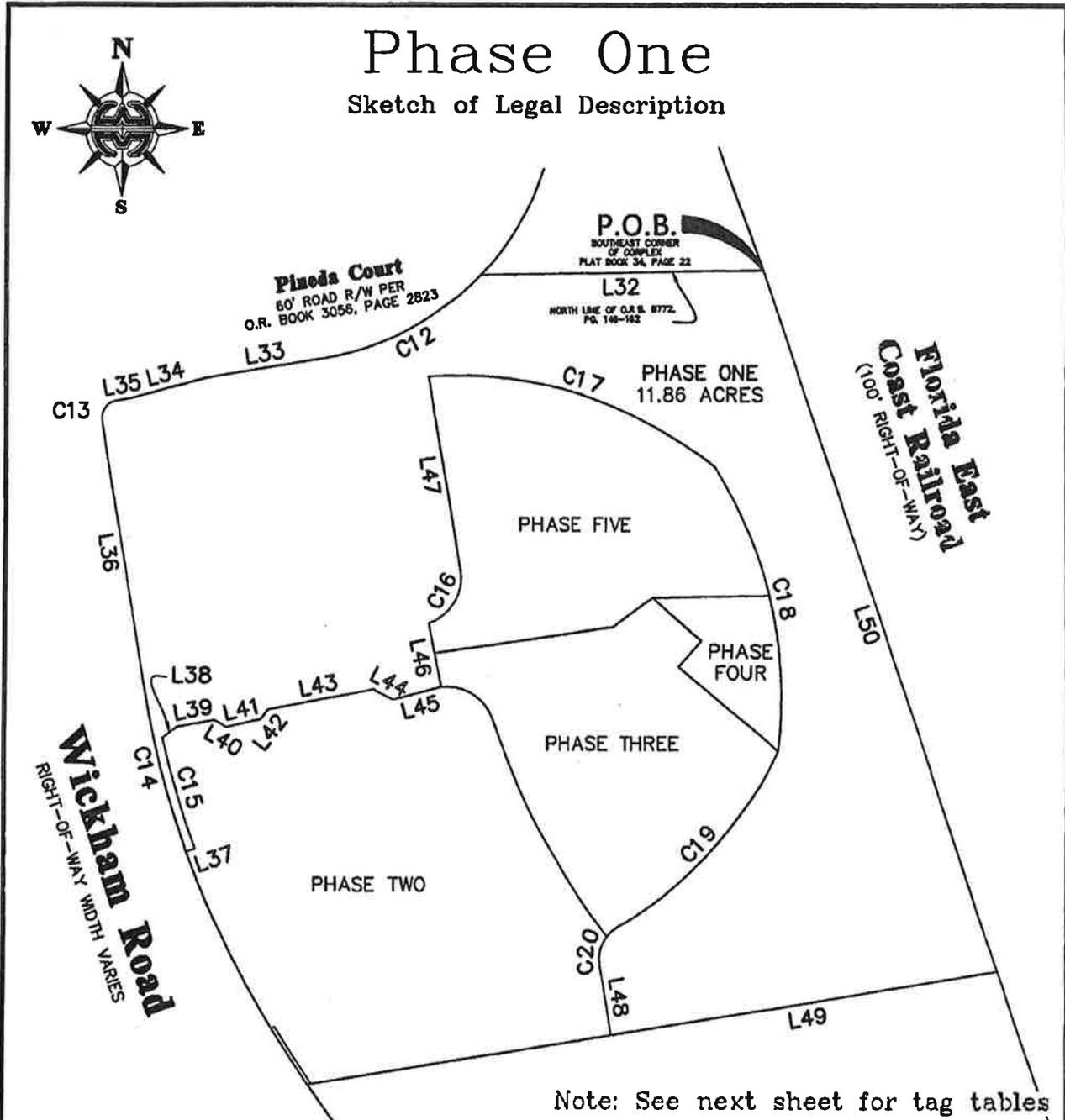
This foregoing instrument was acknowledged before me this 6 day of October 2014 by Jonathan M. Mott who is personally known and who did take an oath.



Tylyn Blanchard  
Notary Public - State of Florida  
My Commission Expires April 15, 2018  
My Commission No. Is: FF 112751



|  |              |                                     |                   |  |  |
|--|--------------|-------------------------------------|-------------------|--|--|
| DRAWING NO: A14-0008   |              | DRAWING NAME: 13-12-CONDO PHONE.DWG |                   | EXHIBIT C SHEET 1 OF 10  |  |
| SCALE: NTS   | DWN.BY: T.B. | CHD.BY: J.M.M.                      | PROJECT # 2130012 | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM.<br><br>CERTIFIED TO:<br><br>SUNTREE VIERA PROPERTIES, LLC<br><br> <b>WILLIAM MOTT LAND SURVEYING INC.</b><br>BAYMEADOWS COMMERCIAL CENTER<br>3718 NORTH WICHAM ROAD, SUITE 3<br>MELBOURNE, FLORIDA, 32935-2338<br>PHONE (321) 791-4444 LICENSED BUSINESS "3608" |  |
| REVISIONS  | A.           | B.                                  | C.                |  |  |
| CERTIFICATION<br>I HEREBY CERTIFY THAT THE SURVEY & SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 54-17.03, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.027, OF THE FLORIDA STATUTES.<br> JONATHAN M. MOTT, P.L.S.<br>SIGNING DATE: <u>09/30/14</u> FLA. CERT. NO. 5060 |              |                                     |                   |  |  |



Note: See next sheet for tag tables

DRAWING NO: A14-0008    DRAWING NAME: 13-12-CONDO PHONE.DWG

EXHIBIT C SHEET 2 OF 10

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1 OF EXHIBIT C FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT C FOR  
CLIENT'S CERTIFICATION.

# Phase One

## Line and Curve Tag Tables

| LINE TABLE |          |               |
|------------|----------|---------------|
| LINE       | LENGTH   | BEARING       |
| L32        | 393.41'  | S 89°02'44" W |
| L33        | 165.74'  | S 80°32'04" W |
| L34        | 109.55'  | S 75°17'49" W |
| L35        | 22.55'   | S 80°32'04" W |
| L36        | 365.35'  | S 09°27'38" E |
| L37        | 12.50'   | N 70°55'11" E |
| L38        | 25.41'   | N 52°39'58" E |
| L39        | 51.32'   | N 78°48'37" E |
| L40        | 19.96'   | N 59°17'10" W |
| L41        | 47.67'   | N 76°44'43" E |
| L42        | 17.31'   | N 36°40'30" E |
| L43        | 149.67'  | N 78°48'37" E |
| L44        | 31.01'   | S 61°47'05" E |
| L45        | 69.34'   | S 75°08'40" W |
| L46        | 90.33'   | N 11°11'23" W |
| L47        | 272.47'  | N 09°27'38" W |
| L48        | 100.70'  | S 09°27'40" E |
| L49        | 548.45'  | N 80°32'20" E |
| L50        | 1029.20' | N 18°49'42" W |

| CURVE TABLE |          |           |         |         |               |
|-------------|----------|-----------|---------|---------|---------------|
| CURVE       | RADIUS   | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| C12         | 380.00'  | 37°47'00" | 250.59' | 246.07' | N 61°38'34" E |
| C13         | 25.00'   | 90°00'00" | 39.27'  | 35.36'  | S 35°32'22" W |
| C14         | 1382.40' | 10°15'13" | 247.39' | 247.06' | S 14°35'14" E |
| C15         | 1369.90' | 6°41'18"  | 159.91' | 159.82' | S 16°22'33" E |
| C16         | 67.00'   | 79°58'28" | 93.52'  | 86.11'  | N 30°31'36" E |
| C17         | 571.95'  | 43°01'54" | 429.56' | 419.53' | N 72°48'21" W |
| C18         | 615.12'  | 38°35'00" | 414.23' | 406.45' | N 12°22'42" W |
| C19         | 533.71'  | 35°57'08" | 334.90' | 329.43' | N 42°29'53" E |
| C20         | 50.00'   | 69°56'07" | 61.03'  | 57.31'  | S 25°30'24" W |

DRAWING NO: A14-0008    DRAWING NAME: 13-12-CONDO PHONE.DWG  
 SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

EXHIBIT C SHEET 3 OF 10

|           |    |    |    |
|-----------|----|----|----|
| REVISIONS | A. | B. | C. |
|           |    |    |    |

SEE SHEET 1 OF EXHIBIT C FOR  
 SURVEYOR'S CERTIFICATION.  
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
 EXHIBIT C FOR  
 CLIENT'S CERTIFICATION.



*[Handwritten Signature]*  
SIGNATURE

# Phase One

## Legal Description: By Surveyor (Phase One)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

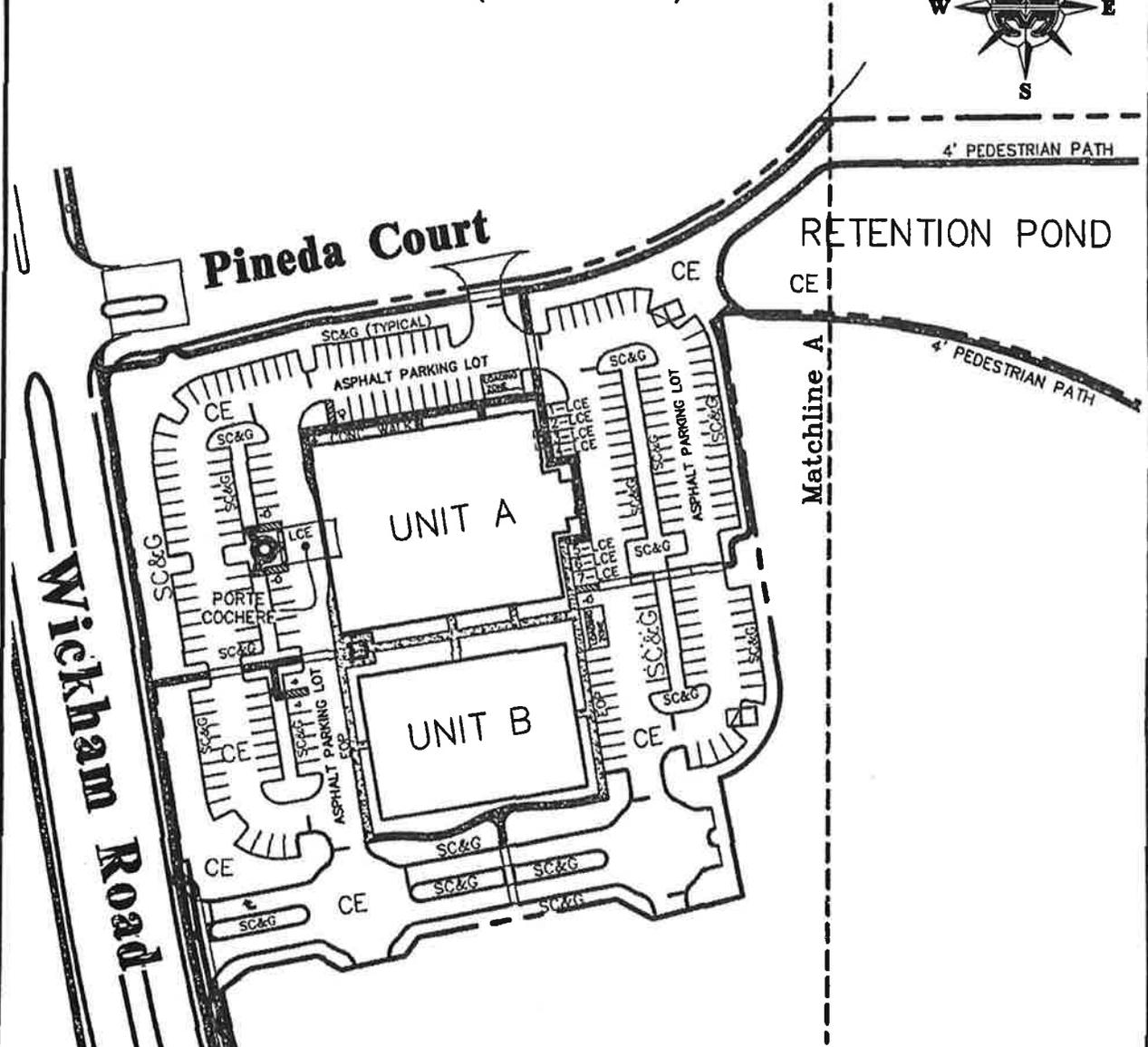
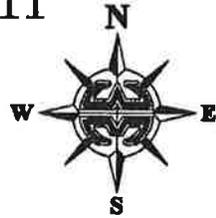
Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 18°49'42" East along the West Right-of-Way line of Florida East Coast Railroad (100' Right-of-Way), a distance of 1,029.20 Feet to the South line of said Official Records Book 6772, Pages 146-162; thence South 80°32'20" West along said South line, a distance of 548.45 Feet; thence leaving said line run North 09°27'40" West, a distance of 100.70 Feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 50.00 Feet, and a central angle of 69°56'07"; thence Northeasterly along the arc of said curve an arc distance of 61.03 Feet to the point of reverse curvature of a circular curve concave to the Northwest having a radius of 533.71 Feet, and a central angle of 35°57'08"; thence Northeasterly along the arc of said curve an arc distance of 334.90 Feet to the point of curvature of a non tangent circular curve concave to the West, having a radius of 615.12 Feet, and a central angle of 38°35'00"; thence from a tangent bearing of North 06°54'47" East, run Northerly along the arc of said curve an arc distance of 414.23 Feet to the point of curvature of a non tangent circular curve concave to the South, having a radius of 571.95 Feet, and a central angle of 43°01'54"; thence from a tangent bearing of North 51°17'25" West, run Westerly along the arc of said curve an arc distance of 429.56 Feet; thence South 09°27'38" East, a distance of 272.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 67.00 Feet, and a central angle of 79°58'28"; thence Southwesterly along the arc of said curve an arc distance of 93.52 Feet; thence South 11°11'23" East, a distance of 90.33 Feet; thence South 75°08'40" West, a distance of 69.34 Feet; thence North 61°47'05" West, a distance of 31.01 Feet; thence South 78°48'37" West, a distance of 149.67 Feet; thence South 36°40'30" West, a distance of 17.31 Feet; thence South 76°44'43" West, a distance of 47.67 Feet; thence North 59°17'10" West, a distance of 19.96 Feet; thence South 78°48'37" West, a distance of 51.32 Feet; thence South 52°39'58" West, a distance of 25.41 Feet to the point of curvature of a non tangent circular curve concave to the East, having a radius of 1,369.90 Feet, and a central angle of 06°41'18"; thence from a tangent bearing of South 13°01'54" East, run southerly along the arc of said curve an arc distance of 159.91 Feet; thence South 70°55'11" West, a distance of 7.50 Feet; to the point of curvature of a non tangent circular curve concave to the East, having a radius of 1,377.40 Feet, and a central angle of 10°15'21"; thence from a tangent bearing of North 19°42'59" West, run Northerly along the arc of said curve an arc distance of 246.55 Feet; thence North 09°27'38" West, a distance of 15.00 Feet; thence South 80°32'22" West, a distance of 5.00 Feet to a point on the East Right-of-Way line of Wickham Road, also being the West line of said Official Records Book 6772, Pages 146-162; thence North 09°27'38" West along said East Right-of-Way line and the West line of said Official Records Book 6772, Pages 146-162, a distance of 350.35 Feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 25.00 Feet, and a central angle of 90°00'00"; thence Northeasterly along the arc of said curve and the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the Northerly line of said Official Records Book 6772, Pages 146-162, an arc distance of 39.27 Feet; thence continue along said lines for the following Four (4) calls; North 80°32'04" East, a distance of 22.55 Feet; thence North 75°17'49" East, a distance of 109.55 Feet; thence North 80°32'04" East, a distance of 165.74 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 37°47'00"; thence Northeasterly along the arc of said curve an arc distance of 250.59 Feet; thence leaving said South Right-of-Way line of Pineda Court run North 89°02'44" East along the said North line of said Official Records Book 6772, Pages 146-162, a distance of 393.41 Feet to the POINT-OF-BEGINNING.

Containing 11.86 Acres of land more or less.

|                      |              |                                     |                   |  |  |
|----------------------|--------------|-------------------------------------|-------------------|--|--|
| DRAWING NO: A14-0008 |              | DRAWING NAME: 13-12-CONDO PHONE.DWG |                   | EXHIBIT C SHEET 4 OF 10  |  |
| SCALE: NTS           | DWN.BY: T.B. | CHD.BY: J.M.M.                      | PROJECT # 2130012 | SEE SHEET 1, EXHIBIT C FOR CLIENT'S CERTIFICATION.                               |  |
| REVISIONS            | A.           |                                     |                   |  |  |
|                      | B.           |                                     |                   |  |  |
|                      | C.           |                                     |                   | SEE SHEET 1 OF EXHIBIT C FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1 |  |
|                      |              |                                     |                   |  |  |

# Phase One Plot Plan

Proposed Improvements  
(Sheet 1 of 2)



DRAWING NO: A14-0008 | DRAWING NAME: 13-12-CONDO PHONE.DWG

EXHIBIT C SHEET 5 OF 10

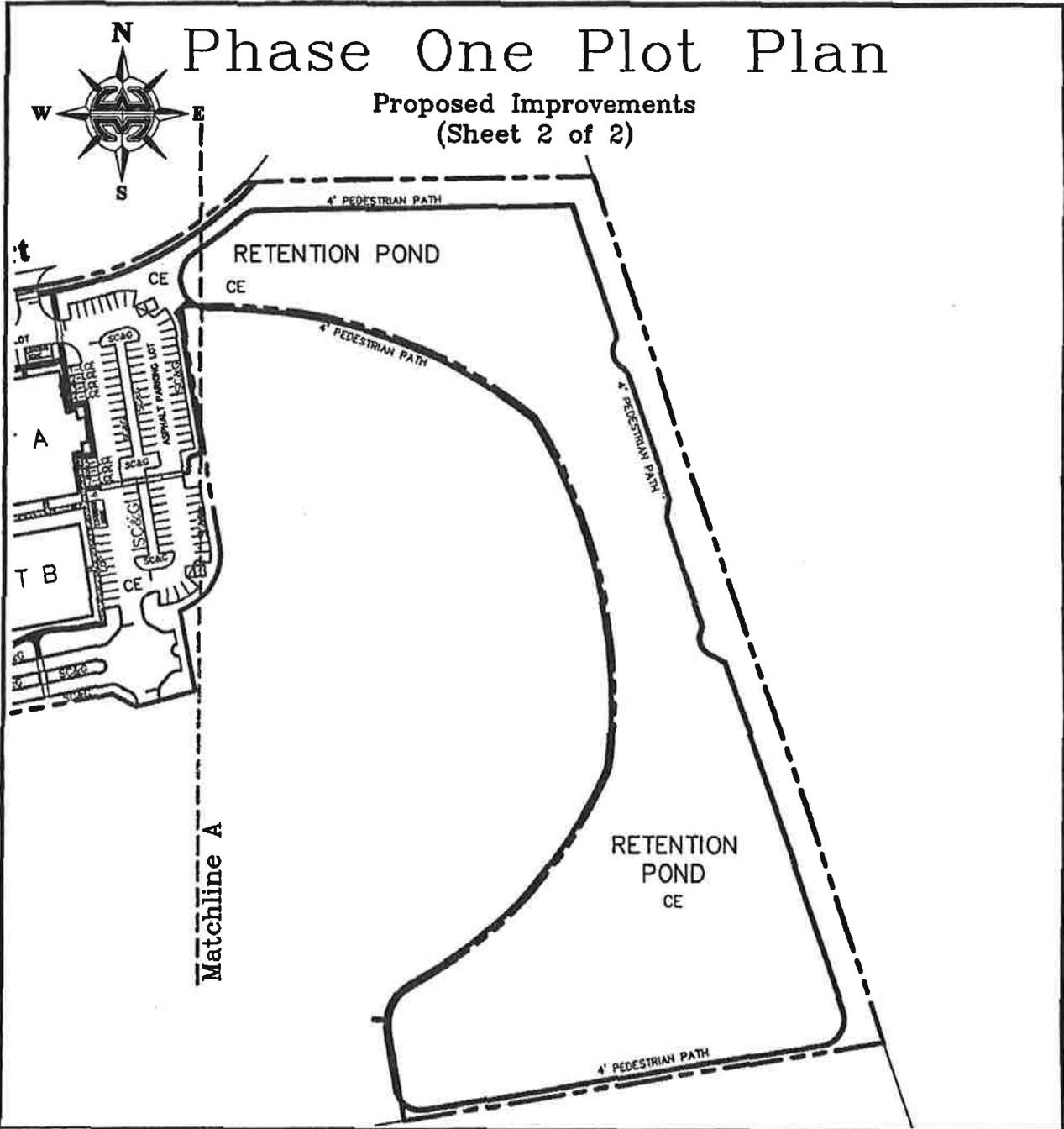
SCALE: 1"=100' | DWN.BY: T.B. | CHD.BY: J.M.M. | PROJECT # 2130012

REVISIONS  
A.  
B.  
C.

SEE SHEET 1,  
EXHIBIT C FOR  
CLIENT'S CERTIFICATION.

SEE SHEET 1 OF EXHIBIT C FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

NOTE:  
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, NOT  
"AS-BUILT". ALL CONSTRUCTION PERFORMED ACCORDING  
TO THE INFORMATION SHOWN HEREON IS SUBJECT TO FIRST  
BEING APPROVED BY THE APPLICABLE AUTHORIZING AGENCIES.  
THE CLIENT IS RESPONSIBLE FOR COMPARING THE INFORMATION  
AS SHOWN HEREON WITH THE FINAL "APPROVED FOR CONSTRUCTION"  
PLANS BEFORE ANY LAYOUT WORK IS PERFORMED.



DRAWING NO: A14-0008 | DRAWING NAME: 13-12-CONDO PHONE.DWG

EXHIBIT C SHEET 6 OF 10

SCALE: 1"=150' | DWN.BY: T.B. | CHD.BY: J.M.M. | PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

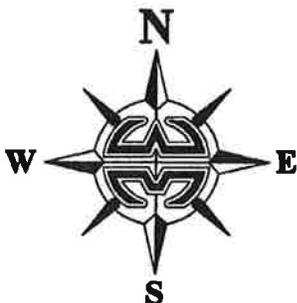
SEE SHEET 1,  
EXHIBIT C FOR  
CLIENT'S CERTIFICATION.

SEE SHEET 1 OF EXHIBIT C FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

NOTE:  
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, NOT "AS-BUILT". ALL CONSTRUCTION PERFORMED ACCORDING TO THE INFORMATION SHOWN HEREON IS SUBJECT TO FIRST BEING APPROVED BY THE APPLICABLE AUTHORIZING AGENCIES. THE CLIENT IS RESPONSIBLE FOR COMPARING THE INFORMATION AS SHOWN HEREON WITH THE FINAL "APPROVED FOR CONSTRUCTION" PLANS BEFORE ANY LAYOUT WORK IS PERFORMED.

# Unit A Layout

Phase One



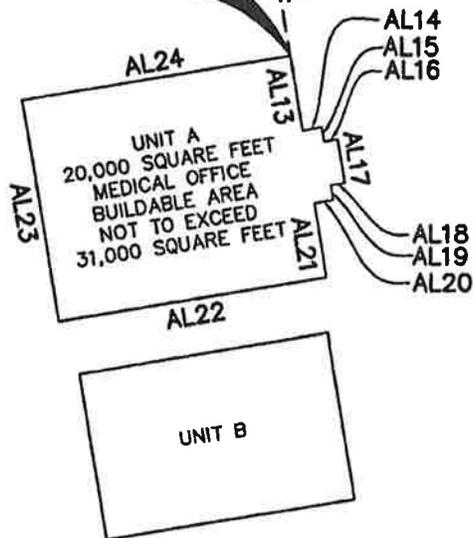
**P.O.C.**  
SOUTHEAST CORNER  
OF COMPLEX  
PLAT BOOK 34, PAGE 22  
AL10

NORTH LINE OF  
O.R.B. 6772,  
PG. 146-162

PINEDA COURT  
60' ROAD R/W PER  
O.R. BOOK 3056, PAGE 2823

AC10  
NORTH LINE OF  
O.R.B. 6772,  
PG. 146-162

**P.O.B.**



| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| AL10       | 393.41' | S 89°02'44" W |
| AL11       | 11.69'  | S 80°32'04" W |
| AL12       | 98.86'  | S 09°27'38" E |
| AL13       | 46.92'  | S 09°27'38" E |
| AL14       | 12.00'  | N 80°32'22" E |
| AL15       | 9.15'   | S 09°27'38" E |
| AL16       | 8.67'   | N 80°32'22" E |
| AL17       | 27.75'  | S 09°27'38" E |
| AL18       | 8.67'   | S 80°32'20" W |
| AL19       | 9.15'   | S 09°27'38" E |
| AL20       | 12.00'  | S 80°32'22" W |
| AL21       | 46.92'  | S 09°27'38" E |
| AL22       | 167.50' | S 80°32'22" W |
| AL23       | 139.87' | N 09°27'38" W |
| AL24       | 167.50' | N 80°32'22" E |

| CURVE TABLE |         |           |         |         |               |
|-------------|---------|-----------|---------|---------|---------------|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| AC10        | 380.00' | 37°47'00" | 250.59' | 246.07' | N 61°38'34" E |

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDO PHONE.DWG

EXHIBIT C SHEET 7 OF 10

SCALE: 1"=100' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

| REVISIONS | A. |
|-----------|----|
| B.        |    |
| C.        |    |

SEE SHEET 1 OF EXHIBIT C FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT C FOR  
CLIENT'S CERTIFICATION.

STATEMENT CONTAINS THE OFFICIAL RECORDS BOOK AND PAGE NUMBERS DESCRIBING THE PARCELS TO BE ADVERTISED.

*[Handwritten Signature]*  
SIGNATURE

# Unit A

Legal Description: By Surveyor (Phase One, Unit A)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 37°47'00"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along the said North line of Official Records Book 6772, Pages 146 -162 and the said South Right-of-Way line of Pineda Court, and the arc of said curve an arc distance of 250.59 Feet; thence continue along said line South 80°32'04" West, a distance of 11.69 Feet; thence leaving said line run South 09°27'38" East, a distance of 98.86 Feet to the POINT-OF-BEGINNING; thence continue South 09°27'38" East along said line, a distance of 46.92 Feet; thence North 80°32'22" East, a distance of 12.00 Feet; thence South 09°27'38" East, a distance of 9.15 Feet; thence North 80°32'22" East, a distance of 8.67 Feet; thence South 09°27'38" East, a distance of 27.75 Feet; thence South 80°32'20" West, a distance of 8.67 Feet; thence South 09°27'38" East, a distance of 9.15 Feet; thence South 80°32'22" West, a distance of 12.00 Feet; thence South 09°27'38" East, a distance of 46.92 Feet; thence South 80°32'22" West, a distance of 167.50 Feet; thence North 09°27'38" West, a distance of 139.87 Feet; thence North 80°32'22" East, a distance of 167.50 Feet to the POINT-OF-BEGINNING.

Containing 0.56 Acres of land more or less.

|                      |              |                                     |                   |
|----------------------|--------------|-------------------------------------|-------------------|
| DRAWING NO: A14-0008 |              | DRAWING NAME: 13-12-CONDO PHONE.DWG |                   |
| SCALE: NTS           | DWN.BY: T.B. | CHD.BY: J.M.M.                      | PROJECT # 2130012 |
| REVISIONS            | A.           |                                     |                   |
|                      | B.           |                                     |                   |
|                      | C.           |                                     |                   |

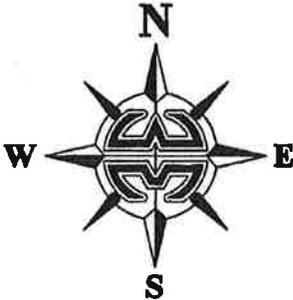
EXHIBIT C SHEET 8 OF 10

SEE SHEET 1 OF EXHIBIT C FOR SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT C FOR CLIENT'S CERTIFICATION.

# Unit B Layout

Phase One



**P.O.C.**

SOUTHEAST CORNER  
OF CORPUS  
PLAT BOOK 34, PAGE 22

BL25

NORTH LINE OF  
O.R.B. 6772,  
PG. 146-162

PINEDA COURT  
60' ROAD R/W PER  
O.R. BOOK 3056, PAGE 2823

BC11

NORTH LINE OF  
O.R.B. 6772,  
PG. 146-162

BL26

BL27

UNIT A

**P.O.B.**

BL31

BL30

UNIT B  
15,000 SQUARE FEET  
MEDICAL OFFICE  
BUILDABLE AREA  
NOT TO EXCEED  
15,000 SQUARE FEET

BL28

BL29

**LINE TABLE**

| LINE | LENGTH  | BEARING       |
|------|---------|---------------|
| BL25 | 393.41' | S 89°02'44" W |
| BL26 | 16.41'  | S 80°32'04" W |
| BL27 | 272.59' | S 09°27'56" E |
| BL28 | 105.00' | S 09°27'56" E |
| BL29 | 155.00' | S 80°32'04" W |
| BL30 | 105.00' | N 09°27'56" W |
| BL31 | 155.00' | N 80°32'04" E |

**CURVE TABLE**

| CURVE | RADIUS  | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
|-------|---------|-----------|---------|---------|---------------|
| BC11  | 380.00' | 37°47'00" | 250.59' | 246.07' | N 61°38'34" E |

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDO PHONE.DWG

EXHIBIT C SHEET 9 OF 10

SCALE: 1"=100' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

REVISIONS  
A.  
B.  
C.

SEE SHEET 1 OF EXHIBIT C FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT C FOR  
CLIENT'S CERTIFICATION.

THIS SHEET CONTAINS THE OFFICIAL RECORDS AND PAGE NUMBERS DESCRIBED HEREIN TO BE ADVERTISED.

*[Handwritten Signature]*  
SIGNATURE

# Unit B

## Legal Description: By Surveyor (Phase One, Unit B)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 37°47'00"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along the said North line of Official Records Book 6772, Pages 146 -162 and the said South Right-of-Way line of Pineda Court, and the arc of said curve an arc distance of 250.59 Feet; thence continue along said line South 80°32'04" West, a distance of 16.41 Feet; thence leaving said line run South 09°27'56" East, a distance of 272.59 Feet to the **POINT-OF-BEGINNING**; thence continue South 09°27'56" East along said line, a distance of 105.00 Feet; thence South 80°32'04" West, a distance of 155.00 Feet; thence North 09°27'56" West, a distance of 105.00 Feet; thence North 80°32'04" East, a distance of 155.00 Feet to the **POINT-OF-BEGINNING**.

Containing 0.37 Acres of land more or less.

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDO PHONE.DWG

EXHIBIT C SHEET 10 OF 10

SCALE: NTS DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

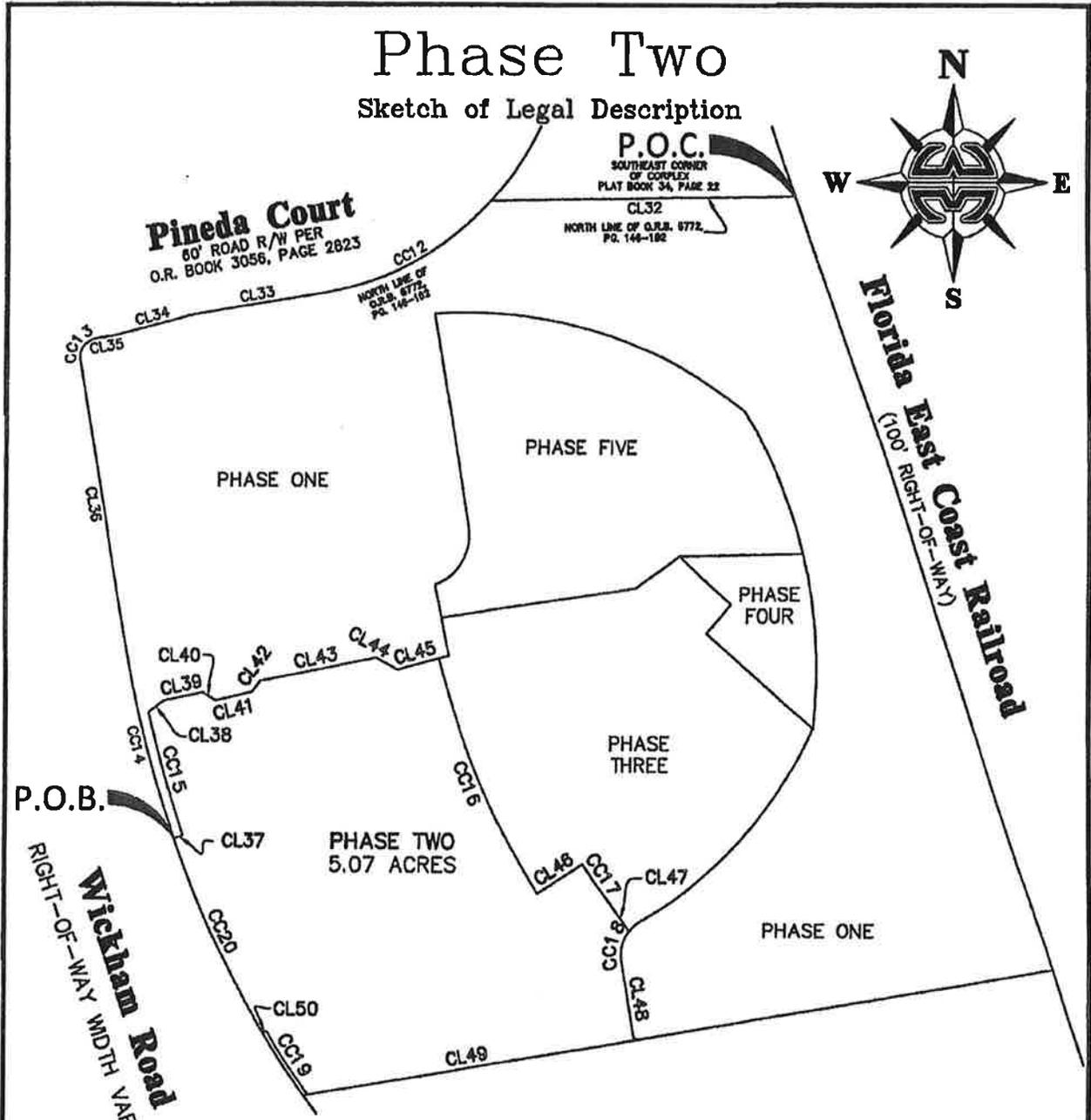
|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1 OF EXHIBIT C FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT C FOR CLIENT'S CERTIFICATION.

**Exhibit "D"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**

**Surveys, Plot Plans and Graphic Descriptions**  
**for**  
**Phase Two**



Note: See next sheet for tag tables

|  |              |  |                   |   |  |
|--|--------------|--|-------------------|---|--|
| DRAWING NO: A14-0008   |              | DRAWING NAME: 13-12-CONDO PH2.DWG              |                   | EXHIBIT D SHEET 1 OF 5  |  |
| SCALE: NTS   | DWN.BY: T.B. | CHD.BY: J.M.M.                                 | PROJECT # 2130012 | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. |  |
| REVISIONS  | A.           |  |                   |   |  |
|  | B.           |  |                   |   |  |
|  | C.           |  |                   | CERTIFIED TO:<br><b>SUNTREE VIERA PROPERTIES, LLC</b>   |  |
| I HEREBY CERTIFY THAT THE SURVEY & SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 17-05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.037 OF THE FLORIDA STATUTES. |              |  |                   | <b>WILLIAM MOTT LAND SURVEYING INC.</b><br>EAGLE HARBOR DOWNTOWN<br>3800 W. EAU GALLE BOULEVARD, SUITE 101<br>MELBOURNE, FLORIDA, 32934-3285<br>PHONE (321) 781-4444<br>LICENSED BUSINESS "3600"  |  |
| SIGNING DATE: 09/30/14   |              | JONATHAN M. MOTT, P.L.S.<br>FLA. CERT. NO.5060 |                   |   |  |

# Phase Two

## Line and Curve Tag Tables

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| CL32       | 393.41' | S 89°02'44" W |
| CL33       | 165.74' | S 80°32'04" W |
| CL34       | 109.55' | S 75°17'49" W |
| CL35       | 22.55'  | S 80°32'04" W |
| CL36       | 365.35' | S 09°27'38" E |
| CL37       | 12.50'  | N 70°55'11" E |
| CL38       | 25.41'  | N 52°39'58" E |
| CL39       | 51.32'  | N 78°48'37" E |
| CL40       | 19.96'  | S 59°17'10" E |
| CL41       | 47.67'  | N 76°44'43" E |
| CL42       | 17.31'  | N 36°40'30" E |
| CL43       | 149.67' | N 78°48'37" E |
| CL44       | 31.01'  | S 61°47'05" E |
| CL45       | 56.03'  | S 75°08'40" W |
| CL46       | 69.00'  | N 57°21'00" E |
| CL47       | 48.10'  | S 36°04'36" E |
| CL48       | 100.70' | S 09°27'40" E |
| CL49       | 429.41' | S 80°32'20" W |
| CL50       | 5.00'   | S 58°58'10" W |

| CURVE TABLE |          |           |         |         |               |
|-------------|----------|-----------|---------|---------|---------------|
| CURVE       | RADIUS   | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| CC12        | 380.00'  | 37°47'00" | 250.59' | 246.07' | N 61°38'34" E |
| CC13        | 25.00'   | 90°00'00" | 39.27'  | 35.36'  | S 35°32'22" W |
| CC14        | 1382.40' | 10°15'13" | 247.39' | 247.06' | S 14°35'14" E |
| CC15        | 1369.90' | 6°41'18"  | 159.91' | 159.82' | S 16°22'33" E |
| CC16        | 990.48'  | 18°38'39" | 322.30' | 320.88' | S 23°19'53" E |
| CC17        | 921.48'  | 3°26'11"  | 55.27'  | 55.26'  | S 34°22'18" E |
| CC18        | 50.00'   | 47°07'07" | 41.12'  | 39.97'  | S 14°05'54" W |
| CC19        | 1377.40' | 3°57'31"  | 95.17'  | 95.15'  | S 33°00'35" E |
| CC20        | 1382.40' | 11°18'59" | 273.04' | 272.59' | S 25°22'20" E |

DRAWING NO: A14-0008    DRAWING NAME: 13-12-CONDO PH2.DWG

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

EXHIBIT D SHEET 2 OF 5

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT D FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT D FOR  
CLIENT'S CERTIFICATION.

DOCUMENT CONTAINED HEREIN IS UNCLASSIFIED  
 DATE 01/11/01 BY SP-5 JLS/MS/D/SJL  
 PREPARED TO BE DECLASSIFIED  
 [Signature]  
 SIGNATURE

# Phase Two

Legal Description: By Surveyor (Phase Two)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 37°47'00"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along the said North line of Official Records Book 6772, Pages 146 -162 and the said South Right-of-Way line of Pineda Court, and the arc of said curve an arc distance of 250.59 Feet; thence continue along said North and South lines for the following 4 calls; South 80°32'04" West, a distance of 165.74 Feet; thence South 75°17'49" West, a distance of 109.55 Feet; thence South 80°32'04" West, a distance of 22.55 Feet to the point of curvature of a non tangent circular curve concave to the Southeast, having a radius of 25.00 Feet, and a central angle of 90°00'00"; thence from a tangent bearing of South 80°32'22" West, run Southwesterly along the arc of said curve an arc distance of 39.27 Feet to the East Right-of-Way line of Wickham Road, also being the West line of said Official Records Book 6772, Pages 146-162; thence South 09°27'38" East along the East Right-of-Way of said Wickham Road and the West line of said Official Records Book 6772, Pages 146-162, a distance of 365.35 Feet to the point of curvature of a circular curve concave to the East, having a radius of 1,382.40 Feet, and a central angle of 10°15'13"; thence southerly along said East Right-of-Way line and said West line and along the arc of said curve an arc distance of 247.39 Feet to the end of the curve, said point being the **POINT-OF-BEGINNING**;

Continued on next sheet

DRAWING NO: A14-0008    DRAWING NAME: 13-12-CONDO PH2.DWG  
 SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

EXHIBIT D SHEET 3 OF 5

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT D FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT D FOR CLIENT'S CERTIFICATION.

INSTRUMENT CONTAINS THE FOLLOWING  
 COUNTY AND PAGE NUMBER OF THE INSTRUMENT  
 PARCELS TO BE ADVERTISED

*John W. Campbell*  
 SIGNATURE

# Phase Two

Legal Description: By Surveyor (Phase Two)  
 Continued from previous sheet

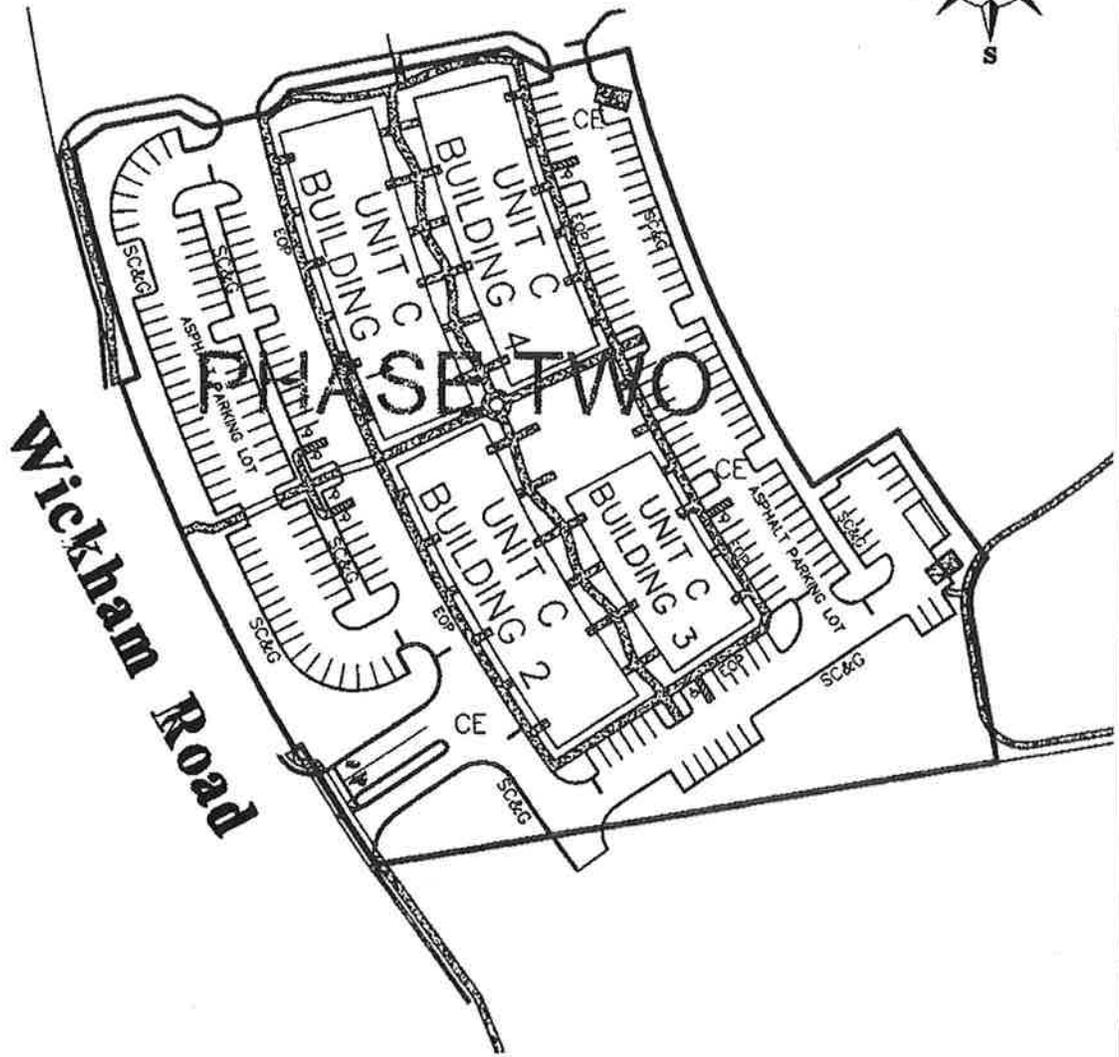
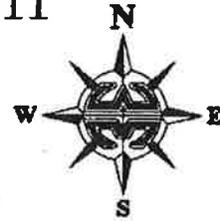
thence leaving said line run North 70°55'11" East, a distance of 12.50 Feet to the point of curvature of a non tangent circular curve concave to the East, having a radius of 1,369.90 Feet, and a central angle of 06°41'18"; thence from a tangent bearing of North 19°43'11" West, run Northerly along the arc of said curve an arc distance of 159.91 Feet; thence North 52°39'58" East, a distance of 25.41 Feet; thence North 78°48'37" East, a distance of 51.32 Feet; thence South 59°17'10" East, a distance of 19.96 Feet; thence North 76°44'43" East, a distance of 47.67 Feet; thence North 36°40'30" East, a distance of 17.31 Feet; thence North 78°48'37" East, a distance of 149.67 Feet; thence South 61°47'05" East, a distance of 31.01 Feet; thence North 75°08'40" East, a distance of 56.03 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 990.48 Feet, and a central angle of 18°38'39"; thence from a tangent bearing of South 14°00'33" East, run Southeasterly along the arc of said curve an arc distance of 322.30 Feet; thence North 57°21'00" East, a distance of 69.00 Feet; thence North 00°00'00" East, a distance of 0.00 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 921.48 Feet, and a central angle of 03°26'11"; thence from a tangent bearing of South 32°39'13" East, run Southeasterly along the arc of said curve an arc distance of 55.27 Feet; thence South 36°04'36" East, a distance of 48.10 Feet to the point of curvature of a non tangent circular curve concave to the East, having a radius of 50.00 Feet, and a central angle of 47°07'07"; thence from a tangent bearing of South 37°39'27" West, run southerly along the arc of said curve an arc distance of 41.12 Feet; thence South 09°27'40" East, a distance of 100.70 Feet to a point on the South line of said Official Records Book 6772, pages 146-162; thence South 80°32'20" West along said South line, a distance of 423.87 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 1,377.40 Feet, and a central angle of 03°57'31"; thence leaving said South line from a tangent bearing of North 34°59'21" West, run Northwesterly along the arc of said curve an arc distance of 95.17 Feet; thence South 58°58'10" West, a distance of 5.00 Feet to a point on the said East Right-of-Way line of Wickham Road, also being the West line of said Official Records Book 6772, Pages 146-162 and the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 1,382.40 Feet, and a central angle of 11°18'59"; thence from a tangent bearing of North 31°01'50" West, run Northwesterly along the arc of said curve an arc distance of 273.04 Feet to the POINT-OF-BEGINNING.

Containing 5.07 Acres of land more or less.

|                      |              |                                   |                   |  |  |
|----------------------|--------------|-----------------------------------|-------------------|--|--|
| DRAWING NO: A14-0008 |              | DRAWING NAME: 13-12-CONDO PH2.DWG |                   | EXHIBIT D SHEET 4 OF 5   |  |
| SCALE: NTS           | DWN.BY: T.B. | CHD.BY: J.M.M.                    | PROJECT # 2130012 | SEE SHEET 1,<br>EXHIBIT D FOR<br>CLIENT'S CERTIFICATION.                             |  |
| REVISIONS            | A.           |                                   |                   |  |  |
|                      | B.           |                                   |                   |  |  |
|                      | C.           |                                   |                   | SEE SHEET 1, EXHIBIT D FOR<br>SURVEYOR'S CERTIFICATION.<br>NOT VALID WITHOUT SHEET 1 |  |
|                      |              |                                   |                   |  |  |

# Phase Two Plot Plan

Proposed Improvements



DRAWING NO: A14-0008 | DRAWING NAME: 13-12-CONDO PH2.DWG

EXHIBIT D SHEET 5 OF 5

SCALE: 1"=100' | DWN.BY: T.B. | CHD.BY: J.M.M. | PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1,  
EXHIBIT D FOR  
CLIENT'S CERTIFICATION.

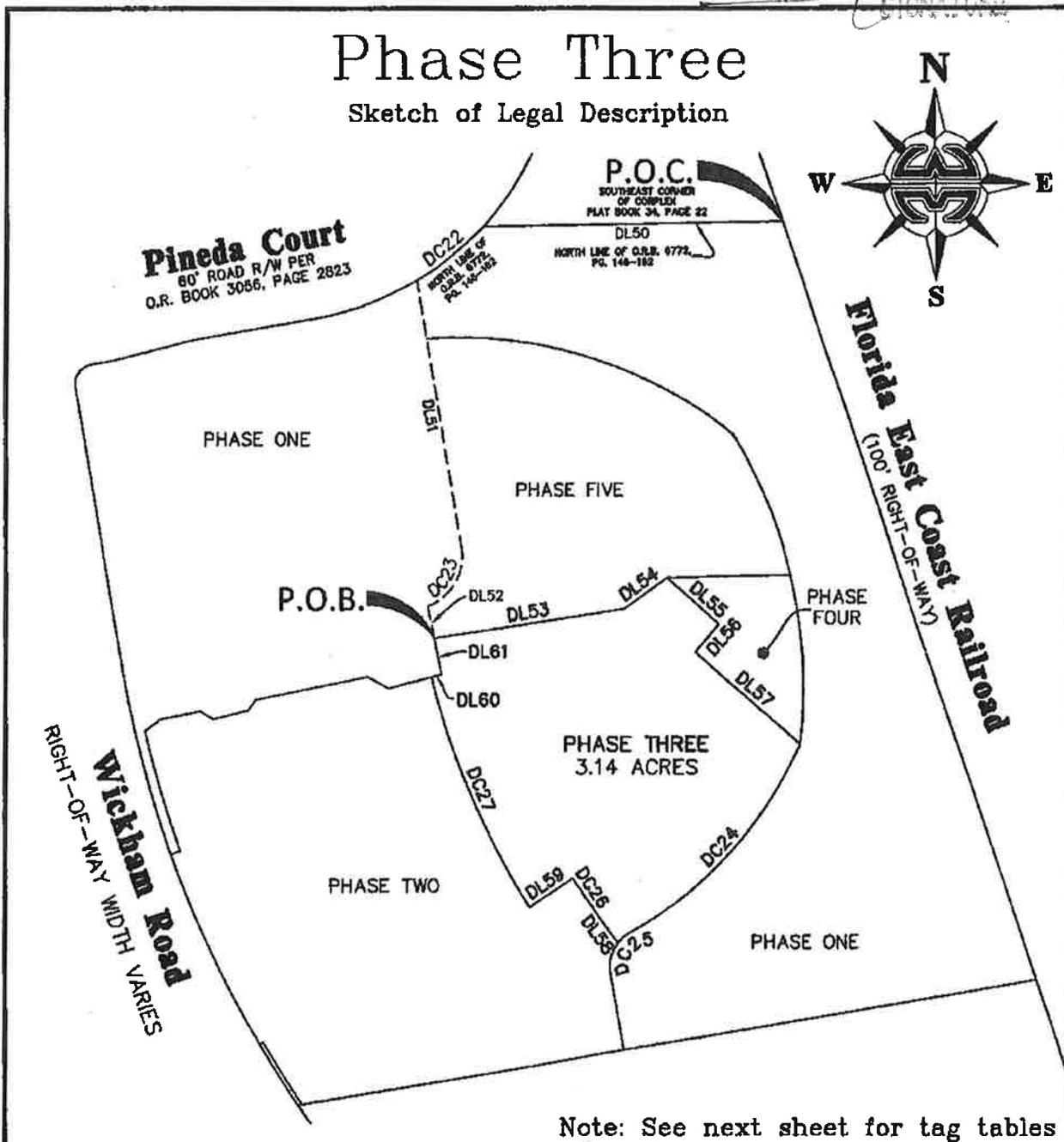
SEE SHEET 1, EXHIBIT D FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

**NOTE:**  
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, NOT "AS-BUILT". ALL CONSTRUCTION PERFORMED ACCORDING TO THE INFORMATION SHOWN HEREON IS SUBJECT TO FIRST BEING APPROVED BY THE APPLICABLE AUTHORIZING AGENCIES. THE CLIENT IS RESPONSIBLE FOR COMPARING THE INFORMATION AS SHOWN HEREON WITH THE FINAL "APPROVED FOR CONSTRUCTION" PLANS BEFORE ANY LAYOUT WORK IS PERFORMED.

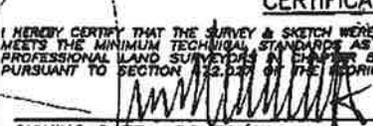
**Exhibit "E"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**

**Surveys, Plot Plans and Graphic Descriptions**  
**for**  
**Phase Three**

THIS DRAWING CONTAINS THE SURVEY  
 OF THE PINEA COURT CONDO COMPLEX  
 THE PARCELS OF WHICH ARE  
  
 SIGNATURE



Note: See next sheet for tag tables

|   |  |  |  |   |  |
|---|--|--|--|---|--|
| DRAWING NO: A14-0008  |  | DRAWING NAME: 13-12-CONDO PHASE3.DWG   |  | EXHIBIT E SHEET 1 OF 4  |  |
| SCALE: NTS  |  | DWN. BY: T.B.  |  | CHD. BY: J.M.M.   |  |
|   |  | PROJECT # 2130012  |  | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. |  |
| REVISIONS   |  |  |  |   |  |
| A.  |  |  |  |   |  |
| B.  |  |  |  | CERTIFIED TO:   |  |
| C.  |  |  |  | SUNTREE VIERA PROPERTIES, LLC   |  |
| <b>CERTIFICATION</b>  |  |  |  | <b>WILLIAM MOTT LAND SURVEYING INC.</b>   |  |
| I HEREBY CERTIFY THAT THE SURVEY & SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 8J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 122.021 OF THE FLORIDA STATUTES. |  |  |  | EAGLE HARBOR DOWNTOWN<br>3800 W. EAU GALLE BOULEVARD, SUITE 101<br>MELBOURNE, FLORIDA, 32934-3285<br>PHONE (321) 751-4444 LICENSED BUSINESS '3403'  |  |
| SIGNING DATE: 09/30/14  |  | <br>JONATHAN M. MOTT, P.L.S.<br>FLA. CERT. NO. 5060 |  |   |  |

# Phase Three

## Line and Curve Tag Tables

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| DL50       | 393.41' | N 89°02'44" E |
| DL51       | 347.46' | S 09°27'38" E |
| DL52       | 42.24'  | S 11°11'23" E |
| DL53       | 252.35' | N 81°26'12" E |
| DL54       | 88.81'  | N 54°47'34" E |
| DL55       | 90.35'  | S 48°39'51" E |
| DL56       | 47.78'  | S 41°20'09" W |
| DL57       | 180.75' | S 49°05'48" E |
| DL58       | 48.10'  | N 36°04'36" W |
| DL59       | 69.00'  | S 57°20'48" W |
| DL60       | 13.30'  | N 75°08'40" E |
| DL61       | 48.08'  | N 11°11'23" W |

| CURVE TABLE |         |           |         |         |               |  |
|-------------|---------|-----------|---------|---------|---------------|--|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD   | CHORD BEARING |  |
| DC22        | 380.00' | 16°33'01" | 109.77' | 109.39' | N 51°01'35" E |  |
| DC23        | 67.00'  | 79°58'28" | 93.52'  | 86.11'  | N 30°31'36" E |  |
| DC24        | 533.71' | 35°57'08" | 334.90' | 329.43' | N 42°29'53" E |  |
| DC25        | 50.00'  | 22°49'00" | 19.91'  | 19.78'  | S 49°03'57" W |  |
| DC26        | 921.48' | 3°26'12"  | 55.27'  | 55.26'  | S 34°22'18" E |  |
| DC27        | 990.48' | 18°38'39" | 322.30' | 320.88' | N 23°19'53" W |  |

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDO PHASE3.DWG

EXHIBIT E SHEET 2 OF 4

SCALE: NTS DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

REVISIONS

|    |  |
|----|--|
| A. |  |
| B. |  |
| C. |  |

SEE SHEET 1, EXHIBIT E FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT E FOR  
CLIENT'S CERTIFICATION.

THIS DOCUMENT CONTAINS THE OFFICIAL  
 BOOK AND PAGE NUMBER OF THE  
 RECORD TO BE REFERENCED  
  
 SIGNATURE

# Phase Three

## Legal Description: By Surveyor (Phase Three)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Sector 13, Township 26 South, Range 36 East, being more particularly described as follows:

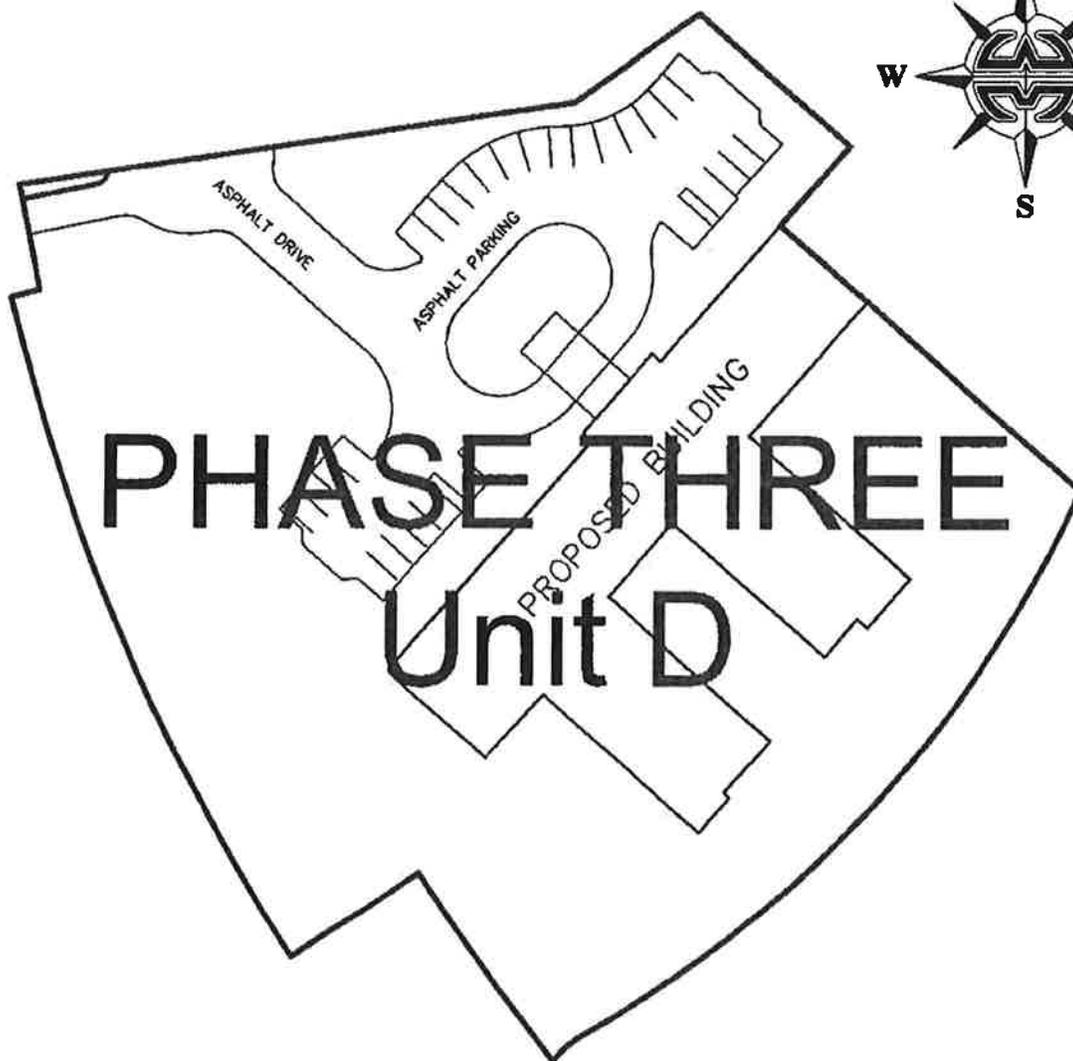
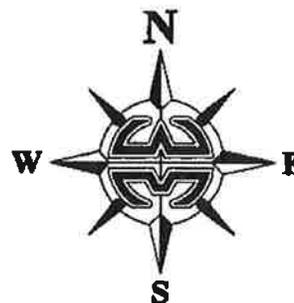
Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 16°33'01"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along said line and the arc of said curve an arc distance of 109.77' Feet; thence leaving said line run South 09°27'38" East, a distance of 347.46' Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 67.00 Feet, and a central angle of 79°58'28"; thence Southwesterly along the arc of said curve an arc distance of 93.52 Feet; thence South 11°11'23" East, a distance of 42.24 Feet to the POINT-OF-BEGINNING; thence North 81°26'12" East, a distance of 252.35 Feet; thence North 54°47'34" East, a distance of 68.81 Feet; thence South 48°39'51" East, a distance of 90.35 Feet; thence South 41°20'09" West, a distance of 47.76 Feet; thence South 49°05'48" East, a distance of 180.75 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 533.71 Feet, and a central angle of 35°57'08"; thence from a tangent bearing of South 24°31'19" West, run Southwesterly along the arc of said curve an arc distance of 334.90 Feet to the point of reverse curvature of a circular curve concave to the Southeast having a radius of 50.00 Feet, and a central angle of 22°49'00"; thence Southwesterly along the arc of said curve an arc distance of 19.91 Feet; thence North 00°00'00" East, a distance of 0.00 Feet; thence North 36°04'36" West, a distance of 48.10 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 921.48 Feet, and a central angle of 03°26'12"; thence from a tangent bearing of North 36°05'23" West, run Northwesterly along the arc of said curve an arc distance of 55.27 Feet; thence North 00°00'00" East, a distance of 0.00 Feet; thence South 57°20'48" West, a distance of 69.00 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 990.48 Feet, and a central angle of 18°38'39"; thence from a tangent bearing of North 32°39'12" West, run Northwesterly along the arc of said curve an arc distance of 322.30 Feet; thence North 75°08'40" East, a distance of 13.30 Feet; thence North 11°11'23" West, a distance of 48.08 Feet to the POINT-OF-BEGINNING.

Containing 3.14 Acres of land more or less.

|  |              |                                      |  |                        |  |
|--|--------------|--------------------------------------|--|------------------------|--|
| DRAWING NO: A14-0008   |              | DRAWING NAME: 13-12-CONDO PHASE3.DWG |  | EXHIBIT E SHEET 3 OF 4 |  |
| SCALE: NTS   | DWN.BY: T.B. | CHD.BY: J.M.M.                       | PROJECT # 2130012                                  |                        |  |
| REVISIONS  | A.           |                                      |  |                        |  |
|  | B.           |                                      |  |                        |  |
|  | C.           |                                      |  |                        |  |
| SEE SHEET 1, EXHIBIT E FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1 |              |                                      | SEE SHEET 1, EXHIBIT E FOR CLIENT'S CERTIFICATION. |                        |  |

# Phase Three Plot Plan

Proposed Improvements



DRAWING NO: A14-0008 | DRAWING NAME: 13-12-CONDO PHASE3.DWG

EXHIBIT E SHEET 4 OF 4

SCALE: NTS | DWN.BY: T.B. | CHD.BY: J.M.M. | PROJECT # 2130012

REVISIONS  
A.  
B.  
C.

SEE SHEET 1,  
EXHIBIT E FOR  
CLIENT'S CERTIFICATION.

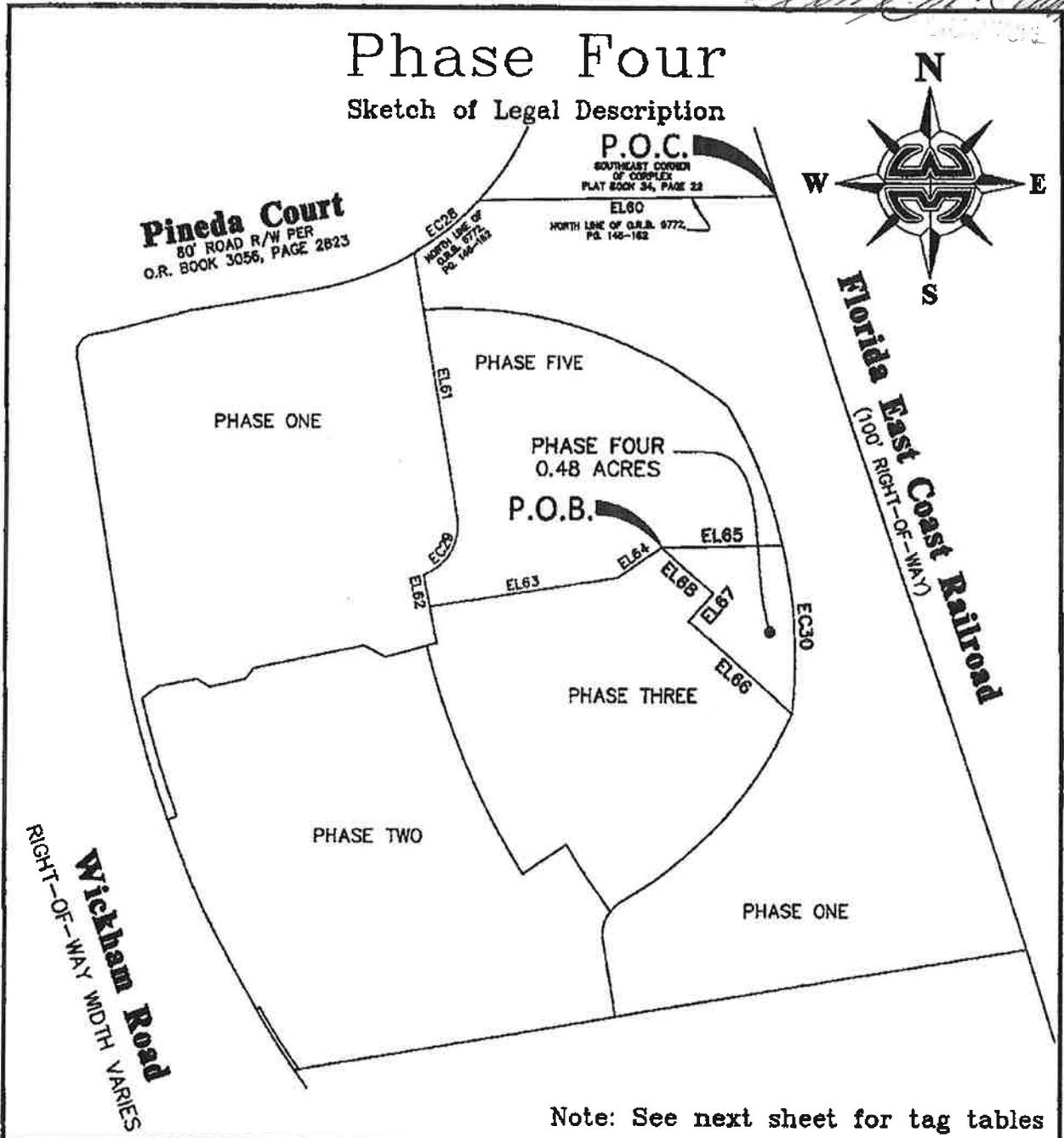
SEE SHEET 1, EXHIBIT E FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

NOTE:  
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, NOT "AS-BUILT". ALL CONSTRUCTION PERFORMED ACCORDING TO THE INFORMATION SHOWN HEREON IS SUBJECT TO FIRST BEING APPROVED BY THE APPLICABLE AUTHORIZING AGENCIES. THE CLIENT IS RESPONSIBLE FOR COMPARING THE INFORMATION AS SHOWN HEREON WITH THE FINAL "APPROVED FOR CONSTRUCTION" PLANS BEFORE ANY LAYOUT WORK IS PERFORMED.

**Exhibit "F"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**

**Surveys, Plot Plans and Graphic Descriptions**  
**for**  
**Phase Four**

THIS DOCUMENT CONTAINS THE SURVEY, MAP AND PAGE NUMBER OF THE ORIGINAL DOCUMENT TO BE ADVERTISED.  
*Jonathan M. Mott*



Note: See next sheet for tag tables

|  |              |                                      |                   |   |  |
|--|--------------|--------------------------------------|-------------------|---|--|
| DRAWING NO: A14-0008   |              | DRAWING NAME: 13-12-CONDO PHASE4.DWG |                   | EXHIBIT F SHEET 1 OF 3  |  |
| SCALE: NTS   | DWN.BY: T.B. | CHD.BY: J.M.M.                       | PROJECT # 2130012 | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM.<br><br>CERTIFIED TO:<br><br><b>SUNTREE VIERA PROPERTIES, LLC</b><br><br><b>WILLIAM MOTT LAND SURVEYING INC.</b><br>EAGLE HARBOR DOWNTOWN<br>3800 W. EAU GALIE BOULEVARD, SUITE 101<br>MELBOURNE, FLORIDA, 32834-3288<br>PHONE (321) 751-4444<br><small>UNDMED BUSINESS "3604"</small> |  |
| REVISIONS  | A.           | B.                                   | C.                |   |  |
| <b>CERTIFICATION</b><br>I HEREBY CERTIFY THAT THE SURVEY & SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 17-38, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 4710.27 OF THE FLORIDA STATUTES.<br><i>Jonathan M. Mott</i><br><b>JONATHAN M. MOTT, P.L.S.</b><br>SIGNING DATE: 09/30/14<br>FLA. CERT. NO.5060 |              |                                      |                   |   |  |

THIS DOCUMENT CONTAINS THE TOTAL  
 CON AREA PAGE NUMBER AND DISTRICT  
 TO BE RECORDED  
*Robert S. Campbell*  
 SURVEYOR

# Phase Four

## Legal Description: By Surveyor (Phase Four)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Complex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 16°33'01"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along said line and the arc of said curve an arc distance of 109.77' Feet; thence leaving said line run South 09°27'38" East, a distance of 347.46' Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 67.00 Feet, and a central angle of 79°58'28"; thence Southwesterly along the arc of said curve an arc distance of 93.52 Feet; thence South 11°11'23" East, a distance of 42.24 Feet; thence North 81°26'12" East, a distance of 252.35 Feet; thence North 54°47'34" East, a distance of 68.81 Feet to the **POINT-OF-BEGINNING**; thence North 88°44'10" East, a distance of 160.48 Feet to the point of curvature of a non tangent circular curve concave to the West, having a radius of 615.12 Feet, and a central angle of 20°23'33"; thence from a tangent bearing of South 13°28'45" East, run southerly along the arc of said curve an arc distance of 218.93 Feet; thence North 00°00'00" East, a distance of 0.00 Feet; thence North 49°05'48" West, a distance of 180.75 Feet; thence North 41°20'09" East, a distance of 47.76 Feet; thence North 48°39'51" West, a distance of 90.35 Feet to the **POINT-OF-BEGINNING**.

Containing 0.48 Acres of land more or less.

### Line and Curve Tag Tables

| CURVE TABLE |         |           |         |         |               |
|-------------|---------|-----------|---------|---------|---------------|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| EC28        | 380.00' | 16°33'01" | 109.77' | 109.39' | N 51°01'35" E |
| EC28        | 67.00'  | 79°58'28" | 93.52'  | 86.11'  | N 30°31'36" E |
| EC30        | 615.12' | 20°23'33" | 218.93' | 217.78' | N 03°16'59" W |

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| EL60       | 393.41' | S 89°02'44" W |
| EL61       | 347.46' | S 09°27'38" E |
| EL62       | 42.24'  | S 11°11'23" E |
| EL63       | 252.35' | N 81°26'12" E |
| EL64       | 68.81'  | N 54°47'34" E |
| EL65       | 160.48' | N 88°44'10" E |
| EL66       | 180.75' | N 49°05'48" W |
| EL67       | 47.76'  | N 41°20'09" E |
| EL68       | 90.35'  | N 48°39'51" W |

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDO PHASE4.DWG

EXHIBIT F SHEET 2 OF 3

SCALE: NTS DWN.BY:T.B. CHD.BY:J.M.M. PROJECT # 2130012

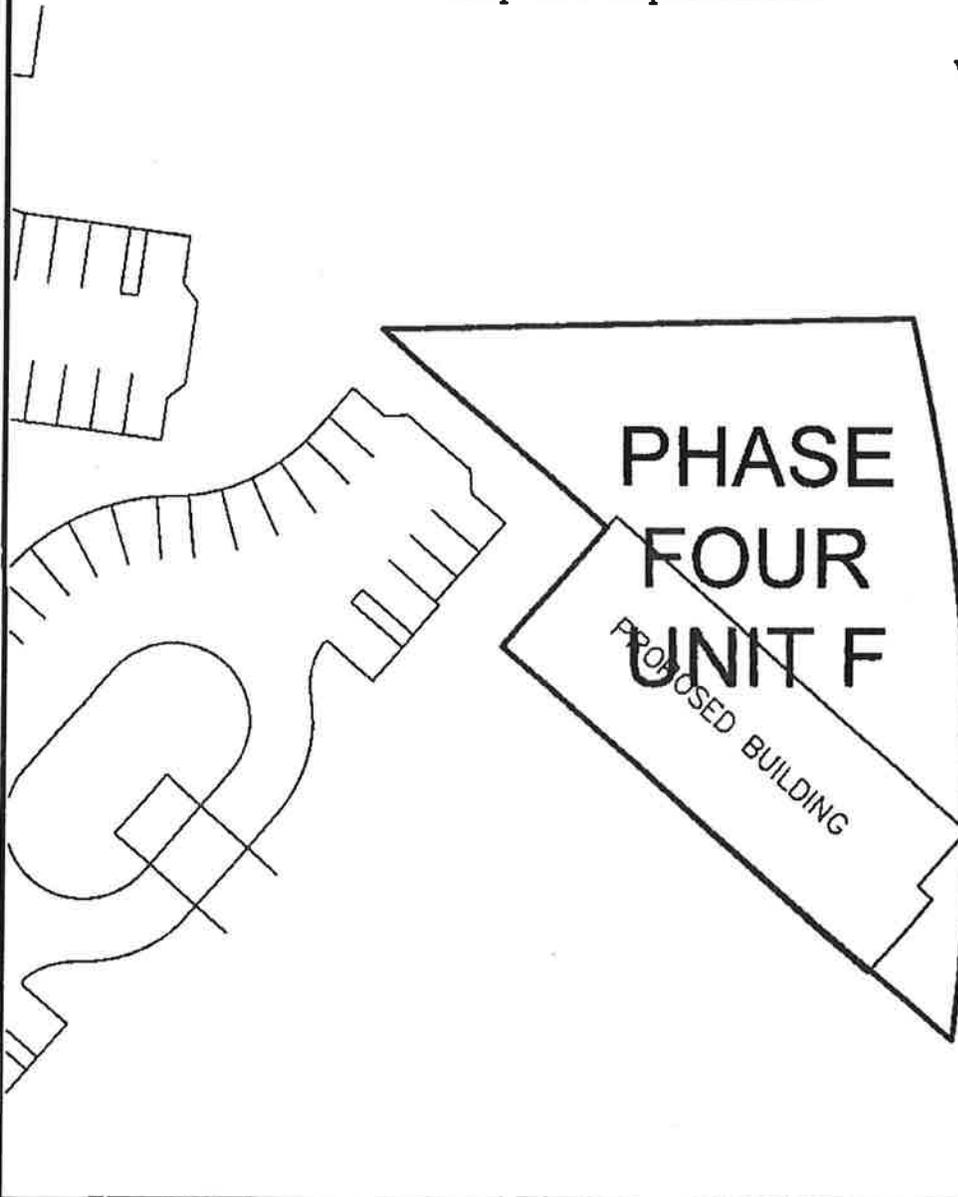
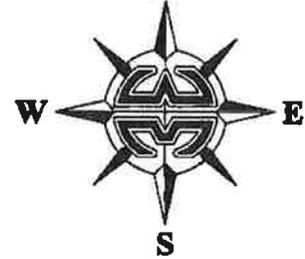
|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT F FOR  
 SURVEYOR'S CERTIFICATION.  
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
 EXHIBIT F FOR  
 CLIENT'S CERTIFICATION.

# Phase Four Plot Plan

Proposed Improvements



DRAWING NO: A14-0008    DRAWING NAME: 13-12-CONDO PHASE4.DWG

EXHIBIT F SHEET 3 OF 3

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

|           |    |  |
|-----------|----|--|
| REVISIONS | A. |  |
|           | B. |  |
|           | C. |  |

SEE SHEET 1,  
EXHIBIT F FOR  
CLIENT'S CERTIFICATION.

SEE SHEET 1, EXHIBIT F FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

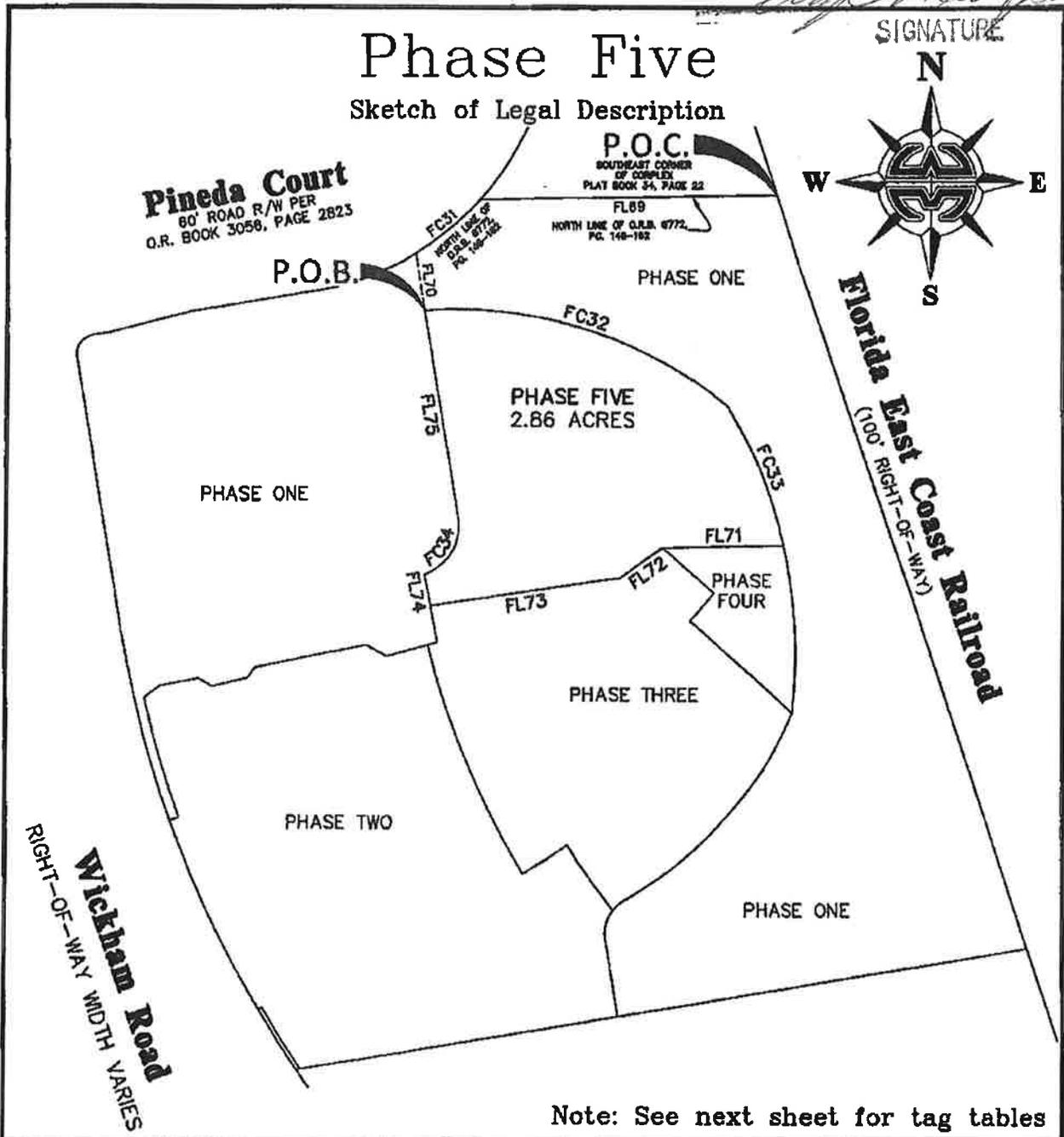
NOTE:  
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, NOT "AS-BUILT". ALL CONSTRUCTION PERFORMED ACCORDING TO THE INFORMATION SHOWN HEREON IS SUBJECT TO FIRST BEING APPROVED BY THE APPLICABLE AUTHORIZING AGENCIES. THE CLIENT IS RESPONSIBLE FOR COMPARING THE INFORMATION AS SHOWN HEREON WITH THE FINAL "APPROVED FOR CONSTRUCTION" PLANS BEFORE ANY LAYOUT WORK IS PERFORMED.

**Exhibit "G"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**

**Surveys, Plot Plans and Graphic Descriptions**  
**for**  
**Phase Five**

THIS INSTRUMENT CONTAINS THE OFFICIAL RECORD BOOK AND PAGE NUMBERS DESCRIBING THE PARCELS TO BE ADVERTISED.

*Jonathan M. Mott*  
SIGNATURE



Note: See next sheet for tag tables

|   |              |                                      |                   |   |  |
|---|--------------|--------------------------------------|-------------------|---|--|
| DRAWING NO: A14-0008  |              | DRAWING NAME: 13-12-CONDO PHASE5.DWG |                   | EXHIBIT G SHEET 1 OF 4  |  |
| SCALE: NTS  | DWN.BY: T.B. | CHD.BY: J.M.M.                       | PROJECT # 2130012 | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. |  |
| REVISIONS   | A. _____     |                                      |                   |   |  |
| B. _____  | C. _____     |                                      |                   |   |  |
| <p><b>CERTIFICATION</b></p> <p>I HEREBY CERTIFY THAT THE SURVEY &amp; SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 461-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 461.027 OF THE FLORIDA STATUTES.</p> <p><i>Jonathan M. Mott</i><br/>JONATHAN M. MOTT, P.L.S.<br/>SIGNING DATE: 09/30/14<br/>FLA. CERT. NO.5060</p> |              |                                      |                   | <p>CERTIFIED TO:</p> <p>SUNTREE VIERA PROPERTIES, LLC</p> <p><b>WILLIAM MOTT LAND SURVEYING INC.</b><br/>EAGLE HARBOR DOWNTOWN<br/>3800 W. EAU GALLE BOULEVARD, SUITE 101<br/>MELBOURNE, FLORIDA, 32934-3285<br/>PHONE (321) 751-4444<br/>LICENSED BUSINESS "3007"</p>  |  |

# Phase Five

## Line and Curve Tag Tables

| CURVE TABLE |         |           |         |         |               |
|-------------|---------|-----------|---------|---------|---------------|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| FC31        | 380.00' | 18°33'01" | 109.77' | 109.39' | N 51°01'35" E |
| FC32        | 571.95' | 43°01'54" | 429.56' | 419.53' | N 72°48'21" W |
| FC33        | 615.12' | 18°11'27" | 195.30' | 194.48' | N 22°34'29" W |
| FC34        | 67.00'  | 79°58'28" | 93.52'  | 88.11'  | N 30°31'36" E |

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| FL69       | 393.41' | S 89°02'44" W |
| FL70       | 74.99'  | S 09°27'38" E |
| FL71       | 160.48' | N 88°44'10" E |
| FL72       | 68.81'  | S 54°47'34" W |
| FL73       | 252.35' | S 81°26'12" W |
| FL74       | 42.24'  | N 11°11'23" W |
| FL75       | 272.47' | N 09°27'38" W |

DRAWING NO: A14-0008    DRAWING NAME: 13-12-CONDO PHASE5.DWG

EXHIBIT G SHEET 2 OF 4

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
| B.        |    |
| C.        |    |

SEE SHEET 1, EXHIBIT G FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT G FOR  
CLIENT'S CERTIFICATION.

THIS INSTRUMENT CONTAINS THE OFFICIAL  
 RECORD BOOK AND PAGE NUMBERS DESCRIBING  
 THE PARCELS TO BE ADVERTISED.

*[Handwritten Signature]*  
 SIGNATURE

# Phase Five

## Legal Description: By Surveyor (Phase Five)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West a long the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 16°33'01"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along said line and the arc of said curve an arc distance of 109.77' Feet; thence leaving said line run South 09°27'38" East, a distance of 74.99 Feet to the **POINT-OF-BEGINNING**; said point also being the beginning of a circular curve concave to the South, having a radius of 571.95 Feet and a central angle of 43°01'54"; thence from a tangent bearing of North 85°40'42" East run Southeasterly a distance of 429.56 Feet to the point of curvature of a non tangent circular curve concave to the Southwest, having a radius of 615.12 Feet, and a central angle of 18°11'27"; thence from a tangent bearing of South 31°40'13" East, run Southeasterly along the arc of said curve an arc distance of 195.29 Feet; thence North 00°00'00" East, a distance of 0.00 Feet; thence South 88°44'10" West, a distance of 160.48 Feet; thence South 54°47'34" West, a distance of 68.81 Feet; thence South 81°26'12" West, a distance of 252.35 Feet; thence North 11°11'23" West, a distance of 42.24 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 67.00 Feet, and a central angle of 79°58'28"; thence from a tangent bearing of North 70°30'50" East, run Northeasterly along the arc of said curve an arc distance of 93.52 Feet; thence North 09°27'38" West, a distance of 272.47 Feet to the **POINT-OF-BEGINNING**.

Containing 2.86 Acres of land more or less.

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDO PHASE5.DWG

EXHIBIT G SHEET 3 OF 4

SCALE: NTS DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

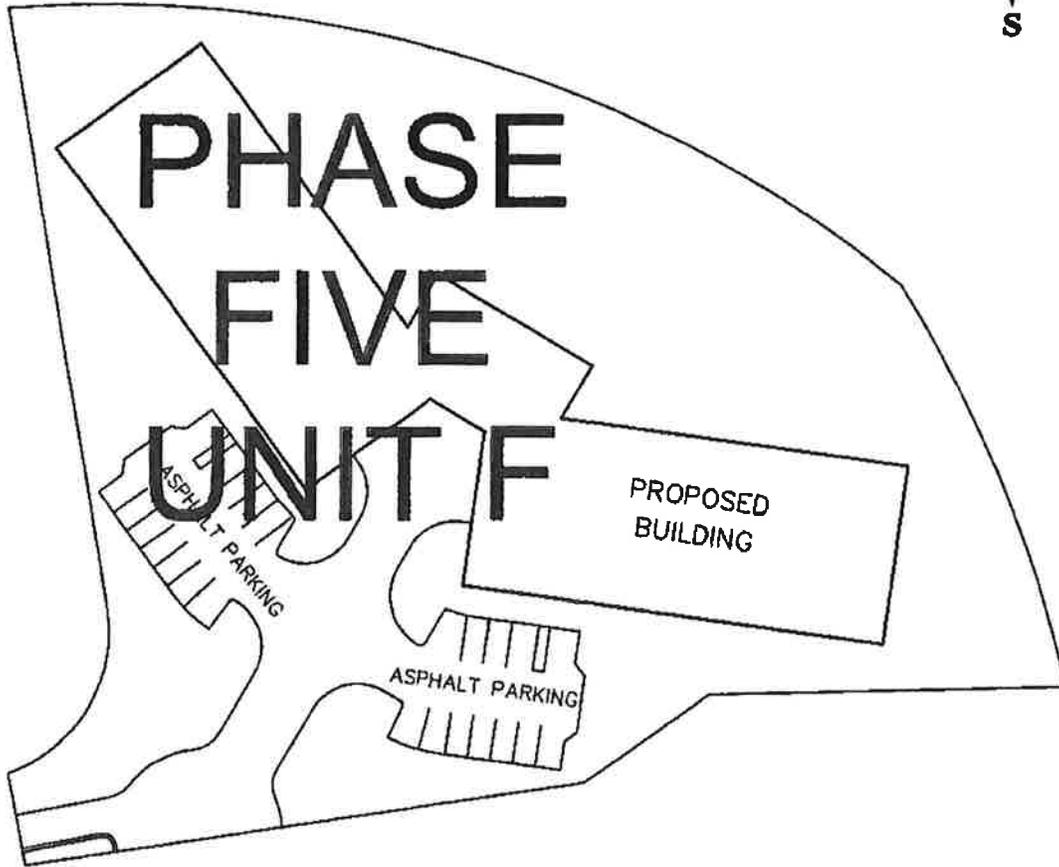
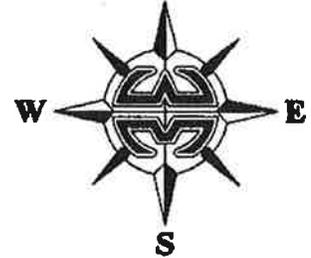
REVISIONS  
 A.  
 B.  
 C.

SEE SHEET 1, EXHIBIT G FOR  
 SURVEYOR'S CERTIFICATION.  
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
 EXHIBIT G FOR  
 CLIENT'S CERTIFICATION.

# Phase Five Plot Plan N

Proposed Improvements



DRAWING NO: A14-0008    DRAWING NAME: 13-12-CONDO PHASE5.DWG

EXHIBIT G SHEET 4 OF 4

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1,  
EXHIBIT G FOR  
CLIENT'S CERTIFICATION.

SEE SHEET 1, EXHIBIT G FOR  
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**Exhibit "H"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**

**Undivided Share in Common Elements**

**Completion of Phase One**

| <b>Unit/Phase</b> | <b>Square Footage</b> | <b>Undivided Share</b> |
|-------------------|-----------------------|------------------------|
| Unit A/Phase One  | 20,000                | 57.14%                 |
| Unit B/Phase One  | 15,000                | 42.86%                 |

**Completion of Phase Two**

| <b>Unit/Phase</b>       | <b>Square Footage</b> | <b>Undivided Share</b> |
|-------------------------|-----------------------|------------------------|
| Unit A/ Phase One       | 20,000                | 26.40%                 |
| Unit B/Phase One        | 15,000                | 19.80%                 |
| Unit C/Bldg 1/Phase Two | 12,913                | 15.14%                 |
| Unit C/Bldg 2/Phase Two | 12,913                | 15.14%                 |
| Unit C/Bldg 3/Phase Two | 8,116                 | 9.52%                  |
| Unit C/Bldg 4/Phase Two | 11,942                | 14.00%                 |

**Completion of Phase Three**

| <b>Unit/Phase</b>       | <b>Square Footage</b> | <b>Undivided Share</b> |
|-------------------------|-----------------------|------------------------|
| Unit A/ Phase One       | 20,000                | 20.32%                 |
| Unit B/Phase One        | 15,000                | 15.24%                 |
| Unit C/Bldg 1/Phase Two | 12,913                | 11.65%                 |
| Unit C/Bldg 2/Phase Two | 12,913                | 11.65%                 |
| Unit C/Bldg 3/Phase Two | 8,116                 | 7.33%                  |
| Unit C/Bldg 4/Phase Two | 11,942                | 10.79%                 |
| Unit D/Phase Three      |                       | 23.02%                 |

**Completion of Phase Four**

| <b>Unit/Phase</b>       | <b>Square Footage</b> | <b>Undivided Share</b> |
|-------------------------|-----------------------|------------------------|
| Unit A/ Phase One       | 20,000                | 19.63%                 |
| Unit B/Phase One        | 15,000                | 14.73%                 |
| Unit C/Bldg 1/Phase Two | 12,913                | 11.26%                 |
| Unit C/Bldg 2/Phase Two | 12,913                | 11.26%                 |
| Unit C/Bldg 3/Phase Two | 8,116                 | 7.08%                  |

|                         |        |        |
|-------------------------|--------|--------|
| Unit C/Bldg 4/Phase Two | 11,942 | 10.41% |
| Unit D/Phase Three      |        | 22.24% |
| Unit E/Phase Four       |        | 3.39%  |

**Completion of Phase Five**

| <b>Unit/Phase</b>       | <b>Square Footage</b> | <b>Undivided Share</b> |
|-------------------------|-----------------------|------------------------|
| Unit A/ Phase One       | 20,000                | 16.34%                 |
| Unit B/Phase One        | 15,000                | 12.25%                 |
| Unit C/Bldg 1/Phase Two | 12,913                | 9.37%                  |
| Unit C/Bldg 2/Phase Two | 12,913                | 9.37%                  |
| Unit C/Bldg 3/Phase Two | 8,116                 | 5.89%                  |
| Unit C/Bldg 4/Phase Two | 11,942                | 8.66%                  |
| Unit D/Phase Three      |                       | 18.50%                 |
| Unit E/Phase Four       |                       | 2.82%                  |
| Unit F/Phase Five       |                       | 16.80%                 |

**Exhibit "I"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**  
**Filed Articles of Incorporation**

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUNTREE VIERA PROFESSIONAL PARK OWNERS ASSOCIATION, INC., a Florida corporation, filed on August 5, 2013, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number N13000173719. 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 N13000006938.

Authentication Code: 813A00018778-080613-N13000006938-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Sixth day of August, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State

**ARTICLES OF INCORPORATION  
of  
SUNTREE VIERA PROFESSIONAL PARK  
OWNERS ASSOCIATION, INC.  
A Not-for-Profit Corporation**

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

**ARTICLE I  
NAME**

The name of this corporation shall be **SUNTREE VIERA PROFESSIONAL PARK OWNERS ASSOCIATION, INC.** ("Association"). The terms contained in these Articles of Incorporation ("Articles") shall have the same meaning as set forth in the Declaration of Condominium of Suntree Viera Professional Park unless otherwise defined herein.

**ARTICLE II  
PURPOSES**

The purposes for which this Association is formed are as follows:

- A. To form an "Association" as defined in Chapter 718, Florida Statutes, ("Condominium Act"), and, as such, to operate, maintain, repair, improve, reconstruct and administer the Condominium Property of, and to perform the acts and duties necessary and desirable for the management of the Units and Common Elements in Suntree Viera Professional Park (the "Condominium"); and to own, operate, lease, sell and trade property, whether real or personal, including Units in the Condominium, as may be necessary or convenient in the administration of the Condominium Property.
- B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium ("Declaration") of each Unit.
- C. To establish by-laws for the operation of the Condominium Property ("By-Laws"), provide for the administration of the Association and rules and regulations for governing the same, and enforce the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the By-Laws.
- D. The Association shall have all of the common law and statutory powers provided under the laws of the state of Florida, and those powers provided by the Condominium Act, the Declaration, these Articles and the By-Laws of the Association.
- E. The Association shall operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the permit issued by the St. Johns

River Water Management District and applicable District rules, and shall assist in the enforcement of the Declaration of Condominium which relates to the surface water or stormwater management system.

**ARTICLE III  
MEMBERS**

A. All Unit Owners in the Condominium shall automatically be members of the Association and membership shall automatically terminate when title to their Unit is conveyed. If a member conveys title to his Unit under the provisions of the Declaration, the new Unit Owner shall automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

B. The Association shall have two classes of voting membership. Class A members shall be all Owners, with the exception of the Developer. The Class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership upon the first to occur of the sale of the last Unit owned by the Developer, or as may otherwise be provided by Chapter 718, Florida Statutes.

C. Class A members shall be entitled to one (1) vote for each percentage point of ownership share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit as determined in Section 3.6 of the Declaration. The Class B member shall be entitled to four (4) votes for each percentage point of ownership share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit.

D. Notwithstanding anything herein to the contrary, the Developer shall be entitled to elect at least one (1) member of the Board of Administration for so long as the Developer owns at least one (1) Unit. Further, after the Developer relinquishes control of the Association, the Developer may exercise any retained rights herein reserved to the Developer and may exercise the right to vote any Developer owned voting interest in the manner as any other Owner except for the purpose of reacquiring control of the Association or selecting the majority of the members of the Board of Administration.

E. Multiple owners of a Unit shall collectively be entitled designate a voting member to vote for said Unit. There shall be no cumulative voting

F. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit. No part of the income of the Association shall be distributed to its members, directors or officers.

**ARTICLE IV  
EXISTENCE**

This Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the corporation, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which shall comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE V  
INCORPORATOR**

The name and street address of the incorporator to these Articles of Incorporation are as follows:

Abe Hardoon, Manager  
903 Jordan Blass Drive, Suite 102  
Melbourne, FL 32940

**ARTICLE VI  
DIRECTORS**

A. The affairs and property of the Association shall be managed and governed by a Board of Administration composed of not less than three (3) persons ("Directors"). The first Board of Administration shall have three (3) members and, in the future, the number shall be determined from time to time in accordance with the Association's By-Laws.

B. The Directors named in Article VII shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Thereafter, Directors shall be elected by the members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term.

C. All officers shall be elected by the Board of Administration in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Administration shall elect from among the members a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Administration but no other officer need be a Director.

**ARTICLE VII  
FIRST BOARD OF ADMINISTRATION**

The following persons shall constitute the first Board of Administration and shall serve until the first election of the Board of Administration at the first regular meeting of the membership:

| <u>Name</u>   | <u>Address</u>   |
|---------------|--|
| Abe Hardoon   | 903 Jordan Blass Drive, Suite 102<br>Melbourne, FL 32940 |
| Eric Hardoon  | 903 Jordan Blass Drive, Suite 102<br>Melbourne, FL 32940 |
| Scott Hardoon | 903 Jordan Blass Drive, Suite 102<br>Melbourne, FL 32940 |

**ARTICLE VIII  
OFFICERS**

Subject to the direction of the Board of Administration, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Administration. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Administration:

| <u>Name</u>   | <u>Office</u>       |
|---------------|---------------------|
| Abe Hardoon   | President           |
| Scott Hardoon | Vice President      |
| Eric Hardoon  | Secretary/Treasurer |

**ARTICLE IX  
BY-LAWS**

A. The By-Laws of this Association shall be adopted by the Board of Administration and attached to the Declaration to be filed in the Public Records of Brevard County, Florida. The By-Laws may be amended by the members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the developer referred to in the Declaration, and the exhibits attached thereto, without the Developer's written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

**ARTICLE X  
AMENDMENTS**

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Condominium Act or the Declaration may be made by any Unit Owner. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Should the President fail to call such special meeting, the members may, in lieu thereof, call a special meeting. Such request shall state the purpose or purposes of the proposed amendment(s). Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of more than (2) of the members shall be required for approval of the proposed amendment or amendments.

B. Any member may waive any or all of the requirements of this article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at, or after a membership meeting at which a vote is taken to amend these Articles of Incorporation.

C. Notwithstanding anything herein to the contrary, these Articles may be amended only by the Developer of the Condominium during such time as the Developer shall be in control of the Association; provided, further, that the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

**ARTICLE XI  
INDEMNIFICATION**

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Administration as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

**ARTICLE XII  
ADDRESS**

The principal address of the Association shall be 903 Jordan Blass Drive, Suite 102, Melbourne, Florida 32940, or at such other place as may be subsequently designated by the Board of Administration.

**ARTICLE XIII  
CONVEYANCE**

The Association shall accept any and all deeds of conveyance delivered to it by the "Developer" as defined in the Declarations.

**ARTICLE XIV  
QUORUM**

A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the entire membership. If voting rights of any Owner are suspended pursuant to the provisions of the Declaration or the By-Laws, then the vote(s) of such Owner shall not be counted for the purpose of determining the presence of a quorum and a total number of authorized votes shall be reduced accordingly during the period of such suspension.

**ARTICLE XV  
INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the corporation is 903 Jordan Blass Drive, Suite 102, Melbourne, FL 32940 and the name of the Association's initial registered agent at that address is Abe Hardoon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 2 day of AUGUST, 2013.

[Signature]  
Deborah Gosney

INCORPORATOR:  
[Signature]  
Abe Haroon

**STATE OF FLORIDA  
COUNTY OF BREVARD**

BEFORE ME, the undersigned authority, personally appeared **Abe Haroon**, personally known to me, who being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed on this 2 day of August, 2013.

[Signature]  
Notary Public  
My Commission Expires:



**CERTIFICATE OF RESIDENT AGENT**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act: **SUNTREE VIERA PROFESSIONAL PARK OWNERS ASSOCIATION, INC.**, a corporation not for profit, desiring to organize under the laws of the state of Florida, with its principal office, as indicated in the Articles of Incorporation, at Melbourne, county of Brevard, state of Florida, has named **Abe Haroon** located at 903 Jordan Blass Drive, Suite 102, Melbourne, Florida 32940, as its agent to accept service of process for the above-stated corporation, at the place designated in this Certificate. I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

Date: 8/2, 2013

[Signature]  
**Abe Haroon, Resident Agent**



August 6, 2013

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

SUNTREE VIERA PROFESSIONAL PARK OWNERS ASSOCIATION, INC  
903 JORDAN BLASS DRIVE, SUITE 102  
MELBOURNE, FL 32940

The Articles of Incorporation for SUNTREE VIERA PROFESSIONAL PARK OWNERS ASSOCIATION, INC. were filed on August 5, 2013, and assigned document number N1300006938. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H13000173719.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to [www.irs.gov](http://www.irs.gov).

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Maryanne Dickey  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 813A00018778

P.O BOX 6327 - Tallahassee, Florida 32314

**Exhibit "J"**  
**to the**  
**Declaration of Condominium**  
**of**  
**Suntree Professional Park Commercial Condominium**  
**Bylaws**

**BY-LAWS OF  
SUNTREE VIERA PROFESSIONAL PARK  
OWNERS ASSOCIATION, INC.**

**1.0 IDENTITY.**

These are the By-Laws of **SUNTREE VIERA PROFESSIONAL PARK OWNERS ASSOCIATION, INC.** (the "Association"), a not for profit corporation, incorporated under the laws of the state of Florida, and organized for the purpose of administering a commercial condominium located in Brevard County, Florida, known as **SUNTREE VIERA PROFESSIONAL PARK.**

**1.1 Principal Office.** The principal office of the Association shall be at 903 Jordan Blass Drive, Suite 102, Melbourne, Florida 32940 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

**1.2 Fiscal Year.** The fiscal year of the Association shall be the calendar year.

**1.3 Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Not for Profit Corporation," and the year of incorporation.

**2.0 DEFINITIONS.**

For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Condominium, unless herein provided to the contrary, or unless the context otherwise requires. The location of any meeting contemplated by these By-Laws shall be at a place accessible to a physically handicapped person if so requested by a physically handicapped person who has a right to attend such meeting.

**3.0 MEMBERS.**

**3.1 Annual Meeting.** The annual members' meeting of all the Unit Owners of the Condominium Property shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business affecting the Condominium Property authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board, the first annual meeting shall be held on the first Thursday in the month of December following the year in which the Declaration is recorded.

**3.2 Special Meetings.** Special members' meetings may be called for the entire membership, for those matters affecting the Condominium Property or the members thereof, and shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association, or as provided elsewhere herein or in the Act. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

**3.3 Notice of Meeting; Waiver of Notice.** Notice of all meetings of Unit Owners, including both special and annual meetings, shall be given by written notice. The written notice must include an agenda and shall be mailed or delivered to each Unit Owner at least fourteen (14) days prior to any annual or special meeting and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the annual or special meeting. Upon notice to the Unit Owners, the Board of Directors shall by duly adopted rule designate a special location on the Condominium Property upon which all notices of Unit Owner meetings shall be posted.

Unless a Unit Owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner.

An officer of the Condominium Association, or the manager, or other person providing the notice of any Unit Owner meeting, shall provide an affidavit or United States postal certificate of mailing, to be included in the official records of the Condominium Association, affirming that the notice was mailed or hand-delivered in accordance with this provision to each Unit Owner at the address last furnished to the Association.

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) shall constitute such member's waiver of notice of such meeting, except when their (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.

**3.4 Quorum.** A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the entire membership. If voting rights of any Owner are suspended pursuant to the provisions of the Declaration or the By-Laws, then the vote(s) of such Owner shall not be counted for the purpose of determining the presence of a quorum and a total number of authorized votes shall be reduced accordingly during the period of such suspension.

**3.5 Voting.**

**3.5.1** The Association shall have two classes of voting membership. Class A members shall be all Owners, with the exception of the Developer. The Class B member shall be the Developer, The Class B membership shall cease and be converted to Class A membership

upon the first to occur of the sale of the last Unit owned by the Developer, or as may otherwise be provided by Chapter 718, Florida Statutes.

Class A members shall be entitled to one (1) vote for each percentage point of ownership share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit as determined in Section 3.6 of the Declaration. The Class B member shall be entitled to four (4) votes for each percentage point of ownership share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit.

Notwithstanding anything herein to the contrary, the Developer shall be entitled to elect at least one (1) member of the Board of Administration for so long as the Developer owns at least one (1) Unit. Further, after the Developer relinquishes control of the Association, the Developer may exercise any retained rights herein reserved to the Developer and may exercise the right to vote any Developer owned voting interest in the manner as any other Owner except for the purpose of reacquiring control of the Association or selecting the majority of the members of the Board of Administration.

Multiple owners of a Unit shall collectively be entitled designate a voting member to vote for said Unit. There shall be no cumulative voting.

**3.5.2 Majority Vote Defined.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners of the particular constituency for which the action was taken for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "Majority Vote", "majority of the votes", "majority of the Unit Owners" and "majority of the members" shall mean at least seventy-five percent (75%) of the members and shall further mean at least seventy-five percent (75%) of the total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained.

**3.5.3 Voting Member.** If a Unit is owned by one person or entity, its right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person must be one of the joint owners. If a Unit is owned by an entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the entity and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association or the appropriate voting constituency shall be reduced accordingly until such certificate is filed, except

if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. Such designee must be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

**3.5.3.1** If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting and the total number of authorized votes in the Association shall be reduced accordingly for such subject only.

**3.5.3.2** If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

**3.5.3.3** If both are present at a meeting and concur, either one may cast the Unit vote.

**3.6 Proxies.** Except as specifically otherwise provided herein, the Unit Owners may not vote by general proxy, but may only vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes concerning the following matters:

**3.6.1** Votes taken to waive or reduce reserves.

**3.6.2** Votes taken to waive financial statement requirements.

**3.6.3** Votes taken to amend the Declaration.

**3.6.4** Votes taken to amend the Articles of Incorporation and the By-Laws.

**3.6.5** Votes taken for any other matter for which the Act requires or permits vote of the Unit Owners.

**3.6.6** Votes taken to elect members of the Board of Directors to fill vacancies caused by recall.

No proxy, limited or general, shall be used in any other election of members of the Board of Directors.

General proxies may be used for establishing a quorum and any other matter for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding any of the provisions of this paragraph, Unit Owners may vote in person at Unit Owner meetings.

Any proxy given shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days from the date of the first meeting for which it was given. Each proxy is revocable at any time at the pleasure of the Unit Owner executing it.

**3.7 Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

**3.8 Order of Business.** If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

3.8.1 Call to order by President;

3.8.2 Appointment by the President of a chairman of the meeting (who need not be a member or a director);

3.8.3 Proof of notice of the meeting or waiver of notice;

3.8.4 Reading of minutes;

3.8.5 Reports of officers;

3.8.6 Reports of committees;

3.8.7 Determination of number of Directors;

3.8.8 Election of Directors;

3.8.9 Unfinished business;

3.8.10 New business; and

3.8.11 Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

**3.9 Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

**3.10 Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such 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 member as elsewhere herein set forth) of the appropriate voting constituency having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such members at which an appropriate quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to the appropriate members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

#### **4.0 DIRECTORS.**

**4.1 Membership.** The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) Directors, the exact number to be determined in the first instance in the Articles, and thereafter, except as provided herein, from time to time upon Majority Vote of the membership. Directors not appointed by the Developer must be Unit Owners.

**4.2 Election of Condominium Directors.** Election of Directors shall be conducted in the following manner:

**4.2.1** The members of the Board of Directors shall be elected by written ballot.

**4.2.2** Proxies shall in no event be used in electing the members of the Board of Directors, either in general elections or in elections to fill vacancies caused by resignation or otherwise, unless otherwise provided in this paragraph. However, limited proxies may be used in elections to fill vacancies caused by recall.

**4.2.3** Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing, or by mailing included in another Association mailing, or delivering regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election.

**4.2.4** Any Unit Owner or other eligible person desiring to be a candidate of the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election.

**4.2.5** The Board of Directors shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of their intent to run. At this meeting, the Board shall accept additional nominations for the Board of Directors. Any Unit Owner may nominate themselves, or may nominate another Unit Owner or eligible person, if that person has permission in writing to nominate the other person.

**4.2.6** Not less than thirty (30) days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote, together with a ballot which shall list all candidates.

**4.2.7** Upon request of a candidate, the Association shall include an information sheet no larger than 8 1/2" by 11", which information sheet must be furnished by the candidate to the Board of Directors not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of the mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates.

**4.2.8** Elections shall be decided by a Majority Vote. There shall be no quorum requirements; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of the members of the Board of Directors.

**4.2.9** No Unit Owner shall permit any other person to cast their ballot. Any Unit Owner who needs assistance in casting the ballot may obtain assistance in casting the ballot.

**4.2.10** The regular election shall occur on the day of the annual meeting.

**4.2.11** Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

### **4.3 Vacancies and Removal.**

**4.3.1** Vacancies in the Board of Directors occurring between annual meetings of members shall be filled in accordance with the election procedures provided in paragraph 4.2, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof, shall be filled by the Developer without the necessity of any election. However, if both the Developer and the members other than the Developer are entitled to representation on the Board, then the vacancy on the Board previously occupied by a board member elected by members other than the Developer shall be filled in accordance with the election procedures provided in paragraph 4.2.

**4.3.2** Any Director elected by the members may be removed by a Majority Vote of the Members at a special meeting called for that purpose. Such a meeting may be called by a Unit Owner giving notice of the meeting as required for a meeting of Unit Owners. The vacancy in the Board of Directors so created shall be filled by a Majority Vote of the remaining members, unless the Director was appointed by the Developer, in which case the Developer shall appoint another Director without the necessity of any meeting. However, in the event that the removal of the Director or Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, the vacancies on the Board shall be filled in accordance with the rules promulgated by the Bureau of Condominiums. However, any Director elected in this manner

shall only serve until such time as an election can be held in accordance with paragraph 4.2. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer) shall constitute the resignation of such Director.

**4.3.3** Until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

**4.3.4** If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, other than due to the removal of a Director as provided in paragraph 4.3.2, any Owner may apply to the Circuit Court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

**4.4 Term.** Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

**4.5 Organizational Meeting.** The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

**4.6 Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. The notice must include an agenda. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency. Any meeting of the Board of Directors shall be open to all Unit Owners. Any Unit Owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak for at least three (3) minutes at such meetings with reference to all designated agenda items. The Board may adopt

reasonable rules and regulations governing the tape recording and video taping of any meeting. The Board may also adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special Assessments or at which amendment to the rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day requirement shall be made by an affidavit executed by the person who provides the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices shall thereafter be posted. A notice of meeting in which regular Assessments against Unit Owners is to be considered shall specifically contain a statement that Assessments will be considered together with an explanation of the nature of any such Assessments.

**4.7 Special Meetings.** Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given to the Directors personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency.

**4.8 Waiver of Notice.** Any Directors may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his 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.

**4.9 Quorum.** A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors as specifically required by the Declaration, the Articles or these By-Laws.

**4.10 Adjourned Meetings.** If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder.

**4.11 Presiding Officer.** The presiding officer at the Directors' meetings shall be the president who may, however designate any other person to preside.

**4.12 Order of Business.** If a quorum has been attained, the order of business at Directors' meetings shall be:

- 4.12.1 Proof of due notice of meeting;
- 4.12.2 Reading and disposal of any unapproved minutes;
- 4.12.3 Reports of officers and committees;
- 4.12.4 Election of officers;
- 4.12.5 Unfinished business;
- 4.12.6 New business; and
- 4.12.7 Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

**4.13 Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

**4.14 Executive Committee; Other Committees.** The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of members of the Board of Directors (but not less than a quorum of the Board) with equal representation from the Condominium. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have the power (i) to determine the Common Expenses required for the affairs of the Condominium; (ii) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium; (iii) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property; or (iv) to exercise any of the powers set forth in paragraphs 5.7 and 5.16 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

**4.15 Proviso.** Notwithstanding anything to the contrary contained in this paragraph 4.0 or otherwise, the Board shall consist of three (3) Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint two (2) of the members of the Board of Directors until Unit Owners other than the Developer own ninety percent (90%) or more of the Units in the

Condominium that will be operated ultimately by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than sixty (60) days notice of a meeting of the Unit Owners to elect members of the Board. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division of Florida Land Sales the name and mailing address of the Unit Owner Board member.

If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (1) assessment of the Developer as a Unit Owner for capital improvements; or (2) any action by the Association that would be detrimental to the sales of Units by the Developer; however, an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Not more than ninety (90) days thereafter, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association which is held or controlled by the Developer, including, but not limited to, the following items:

**4.15.1** The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration and all amendments;

**4.15.2** A certified copy of the Articles of Incorporation for the Association;

**4.15.3** A copy of the By-Laws of the Association;

**4.15.4** The minute books, including all minutes, and other books and records of the Association;

**4.15.5** Any rules and regulations which have been adopted;

**4.15.6** Resignations of resigning officers and Board members who were appointed by the Developer;

**4.15.7** The financial records, including financial statements, of the Association, and source documents since the incorporation of the Association to the date of turnover. All

financial statements shall be prepared in accordance with generally accepted accounting principles;

**4.15.8** Association funds or the control thereof;

**4.15.9** All tangible personal property that is the property of the Association or is or was represented by the Developer in writing to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;

**4.15.10** Insurance policies;

**4.15.11** A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;

**4.15.12** Leases of the Common Elements and other Leases to which the Association is a party, if applicable;

**4.15.13** Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and

**4.15.14** All other contracts to which the Association is a party.

## **5.0 POWERS AND DUTIES.**

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners.

Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

**5.1** Operating and maintaining all of the Common Elements.

**5.2** Determining the expenses required for the operation of the Condominium and the Association.

**5.3** Collecting Assessments from Unit Owners for Common Expenses imposed by the Declaration;

**5.4** Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

**5.5** Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners of the Condominium to overrule the Board as provided in paragraph 12.5 hereof.

**5.6** Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

**5.7** Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.

**5.8** Purchasing Units at foreclosure or other judicial sales in the name of the Association, or its designee.

**5.9** Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.

**5.10** Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

**5.11** Obtaining and reviewing insurance for the Condominium Property.

**5.12** Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

**5.13** Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

**5.14** Levying fines against the Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.

**5.15** Purchasing or leasing Units for use as housing by resident employees for the Condominium.

**5.16** Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units in the Condominium represented at a meeting at which quorum thereof has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum with respect to the Condominium in excess of Fifty Thousand Dollars (\$50,000.00); provided further that the Board of Directors may not borrow money to pay for anticipated current operating expenses or for unpaid operating expenses previously incurred. If any sum borrowed by the

Board of Directors on behalf of the Condominium pursuant to the authority contained in this paragraph is not repaid by the Association, a Unit Owner of the Condominium who pays to the creditor such portion thereof as its interest in its Common Elements bears to the interest of all the Unit Owners in their Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.

**5.17** Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) 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 maintenance, repair, and 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 Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

**5.18** At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.

**5.19** Granting easements and licenses over the Condominium Property as permitted by the Declaration or the Condominium Act.

**5.20** Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law in any one case.

**5.21** Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Condominium Act; and (ii) all powers of a Florida corporation not for profit.

**5.22** Contracting with and creating special taxing districts.

## **6.0 OFFICERS.**

**6.1 Executive Officers.** The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be preemptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners.

**6.2 President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

**6.3 Vice-President.** The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

**6.4 Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

**6.5 Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

**6.6 Developer Appointees.** No officer appointed by the Developer may be removed except as provided in paragraph 4.15 hereof and by law.

## **7.0 COMPENSATION.**

Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

## **8.0 RESIGNATIONS.**

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon the election of a successor. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or other Directors or officer (other than appointees of the Developer or other Directors or officers who are not Unit Owners) shall constitute a written resignation of such Director or officer.

**9.0 FISCAL MANAGEMENT.**

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

**9.1 Budget.**

**9.1.1 Adoption by Board: Items.** The Board of Directors shall from time to time and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Condominium and allocate and assess such expenses among the appropriate Unit Owners in accordance with the provisions of the Declaration. In addition to operating expenses, each budget shall include reserve accounts for any other item for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00). The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Although reserve accounts must be included in the budget, funding thereof may be waived if the appropriate members of the Association have, by a Majority Vote at a duly called meeting of such appropriate members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

**9.1.1.1 Notice of Meeting.** A copy of the proposed budget for the Condominium shall be mailed to each Unit Owner in the Condominium not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.

**9.1.1.2 Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special membership meeting shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of a majority of votes of all the Units (including Units owned by the Developer) in the Condominium.

**9.1.1.3 Determination of Budget Amount.** In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors

in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association in respect of the Condominium which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property, all Assessments imposed for the benefit of the Community Services Association and all special Assessments (including surcharges) against specific Unit Owner(s).

**9.1.2 Adoption by Membership.** In the event that the Board of Directors shall be unable to adopt a budget for the Condominium in accordance with the requirements of paragraph 9.1.1 above, the Board of Directors may call a special meeting of Unit Owners in the Condominium for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members of the Condominium, and if such budget is adopted by the Members, upon ratification by a majority of the Board of Directors, it shall become the budget of the Condominium for such year.

**9.2 Assessments.** Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible, at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessment may be amended at any time by the Board of Directors, subject to the provisions of paragraph 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended Assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. If only a partial month remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution. Regular monthly installments shall be due one full month in advance.

**9.3 Other Charges.** Charges by the Association against members for other than Common Expenses shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished for the benefit of an Owner, and fines and damages and other sums due from such Owner.

**9.4 Assessments for Emergencies.** Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due immediately upon notice given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Assessment.

**9.5 Depository.** The depository of the Association shall be such bank or banks in the state as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

**9.6 Acceleration of Assessment Installments Upon Default.** If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board of Directors or its agent may accelerate the remaining installments of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due on the date the claim of lien is filed as provided in paragraph 12.0 of the Declaration and Section 718.116, Florida Statutes.

**9.7 Fidelity Bonds.** Fidelity bonds shall be required by the Board of Directors for all persons who control or disburse by the Board of Directors for all persons who control or disburse funds of the Association, including any person authorized to sign checks, the President, Secretary and Treasurer of the Association. The amount of such bonds shall be in accordance with the Florida Condominium Act as amended from time to time, but in no event shall the amount of the bond be less than Ten Thousand Dollars (\$10,000.00) for each such person so bonded. The premiums on such bonds shall be paid by the Association as a Common Expense.

**9.8 Accounting Records and Report.** The Association shall maintain accounting records in the state, according to accounting practices normally used by similar associations or the manager (if any) under any applicable management contract. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (i) a record of all receipts and expenditures, and (ii) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (ii) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the Condominium for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

**9.8.1** Cost for security;

**9.8.2** Professional and management fees and expenses;

9.8.3 Taxes;

9.8.4 Expenses for refuse collection and utility services;

9.8.5 Cost for building maintenance and repair;

9.8.6 Insurance costs;

9.8.7 Administrative and salary expenses; and

9.8.8 General reserves, maintenance reserves and depreciation reserves.

**9.9 Application of Payment.** All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as determined by the Board.

**9.10 Notice of Meetings.** Notice of any meeting where Assessments against Unit Owners are to be considered shall specifically contain a statement to the effect that Assessments will be considered together with an explanation of the nature of any such Assessments.

#### **10.0 ROSTER OF UNIT OWNERS.**

Each Unit Owner shall file with the Association a copy of the deed or other document showing its ownership. The Association may rely upon the accuracy of such information, for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

#### **11.0 PARLIAMENTARY RULES.**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

#### **12.0 AMENDMENTS.**

Except where the Declaration provides otherwise, these By-Laws may be amended in the following manner:

**12.1 Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered and shall comply with the provisions of Section 718.112(2)(h), Florida Statutes.

**12.2 Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the

members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

**12.2.1** Prior to the time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning a majority of the Units represented at any meeting at which a quorum has been attained and by not less than two-thirds (2/3rds) of the Board of Directors of the Association; or

**12.2.2** After such time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning not less than seventy-five percent (75%) of the Units represented at any meeting at which a quorum has been attained.

**12.3 Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this paragraph shall be valid.

**12.4 Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the public records of the county.

**12.5 Rules and Regulations.** The Board of Directors may, from time to time, promulgate, modify or amend rules and regulations concerning the use of portions of the Condominium Property, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units of each Condominium Parcel represented at a meeting at which a quorum thereof is present may overrule the Board with respect to any such modifications, amendments or additions relating to the Condominium, and a majority of the members represented at a meeting of the entire membership at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions relating to the Condominium. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

### **13.0 MANDATORY NON-BINDING ARBITRATION.**

Prior to the institution of court litigation with regard to any dispute between two or more parties that involves the authority of the Board of Directors under any law or Association

document to require any Unit Owner to take any action, or not to take any action, involving that Unit Owner's Unit; to alter or add to a common area or element; or the failure of the Association to properly conduct elections, give adequate notice of meetings or other actions, properly conduct meetings, or allow inspection of books and records, the parties to such dispute shall petition the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation for mandatory non-binding arbitration. Arbitration shall be conducted according to rules promulgated by the Division. The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. The filing of a petition for arbitration shall toll the applicable statute of limitations.

At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law. The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction within thirty (30) days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the Circuit Court in the circuit in which the arbitration took place. A petition may not be granted unless the time for appeal by the filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

#### **14.0 CONSTRUCTION.**

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the masculine of any gender shall be deemed to include all genders.

#### **15.0 CAPTIONS.**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

**THE FOREGOING** bylaws were adopted as the By-Laws of **SUNTREE VIERA PROFESSIONAL PARK OWNERS ASSOCIATION, INC.**, a not-for-profit corporation under the laws of the State of Florida, on the 6 day of October, 2014.

**SUNTREE VIERA PROFESSIONAL PARK OWNERS ASSOCIATION, INC.**

By:   
Eric Haroon, Secretary

Prepared by and return to:

AE → Dale A. Dettmer, Esq  
Krasny and Dettmer  
304 South Harbor City Boulevard  
Melbourne, FL 32901

**FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
SUNTREE VIERA PROFESSIONAL PARK,  
A COMMERCIAL CONDOMINIUM**

**THIS FIRST AMENDMENT** made this 16 day of October, 2014 by **SUNTREE VIERA PROPERTIES, LLC**, a Florida limited liability company ("Developer"), does hereby amend the Declaration of Condominium for Suntree Viera Professional Park, a commercial condominium, as same in recorded in Official Records Book 7223, Page 2347, *et. seq.*, Public Records of Brevard County, Florida ("Declaration") to add Phase Two (as same is defined in the Declaration) to the Condominium Property.

The legal description of Phase Two of the land hereby submitted to condominium ownership is set forth on Exhibit "A" attached hereto and made a part hereof. Exhibit "B" consists of a graphic description of Unit C, consisting of four (4) Buildings, and a plot plan thereof. Exhibit "A" and "Exhibit "B", together with the Declaration, are sufficient in detail to identify the Common Elements, Unit C, and its relative location and approximate dimensions.

Unit C shall, by separate instrument, be dedicated to the condominium form of ownership upon the recordation by Developer of the Declaration of Condominium of Suntree Viera One, a commercial condominium, in the public records of Brevard County, Florida.

The Building Coverage Area and the Gross Floor Area (i) for Building 1, Unit C, shall not exceed 12,913 square feet; (ii) for Building 2, Unit C, shall not exceed 12,913 square feet; (iii) for Building 3, Unit C, shall not exceed 8,116 square feet; and (iv) for Building 4, Unit C, shall not exceed 11,942 square feet.

There shall pass with Unit C as appurtenances thereto: (a) an undivided share in the Common elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in the Declaration; (c) an exclusive easement for the use of the airspace 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; and (d) other appurtenances as may be provided.

Upon recording of this instrument, the percentage ownership of the Common Elements and the allocation of common expenses appurtenant to each Unit in Phase One and in Phase Two shall be as set forth on Exhibit "H" attached to and made a part of the Declaration.

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.

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

IN WITNESS WHEREOF, the parties have caused their seals and signatures to be affixed this 16 day of October, 2014.

Signed, sealed and delivered in the presence of:

*[Handwritten signature]*  
Witness: Eric Hardoon

Witness: Scott Hardoon

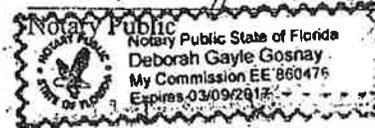
**SUNTREE VIERA PROPERTIES, LLC**, a Florida limited liability company

By: *[Handwritten signature]*  
Abe Hardoon, Manager

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 16 day of October, 2014, by Abe Hardoon, as Manager of Suntree Viera Properties, LLC, a Florida limited liability company. He is personally known to me or has provided \_\_\_\_\_ as identification.

*[Handwritten signature: Deborah Gayle Gosnay]*



My Commission Expires:

03/09/2017

# Surveyor's Certificate

Phase Two

FOR

SUNTREE VIERA PROFESSIONAL PARK, PHASE 2  
A COMMERCIAL CONDOMINIUM

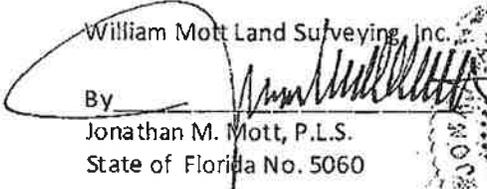
State of Florida  
County of Brevard

I, Jonathan M. Mott, of Brevard County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 5060, authorized and licensed to practice in the state of Florida, and that the proposed improvements of SUNTREE VIERA PROFESSIONAL PARK, PHASE 2, a commercial condominium, can be constructed so that the attached survey, plot plan, and graphic description of improvements, together with the provisions of the declaration of condominium describing the condominium property, present an accurate representation of the location and dimensions of the improvements of Unit C consisting of four (4) buildings (Building 1, Building 2, Building 3 and Building 4) (individually, a "Building" and collectively, the "Buildings") and that the identification, location, and dimensions of each Building and the proposed common elements can be determined from these materials.

I further certify that all planned improvements and common elements, including, but not limited to, drive lanes, parking, landscaping, utility services, and access to Unit C can be constructed.

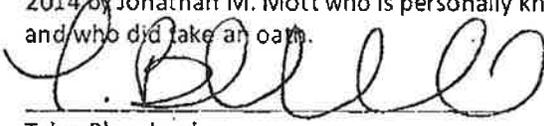
In witness whereof, I have hereto set my hand and official seal, this 14<sup>th</sup> day of OCTOBER 2014. A.D.

William Mott Land Surveying, Inc.

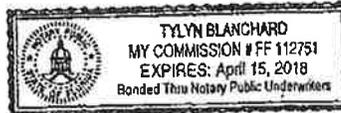
By   
Jonathan M. Mott, P.L.S.  
State of Florida No. 5060

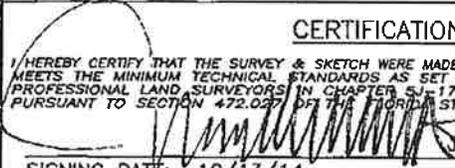


This foregoing instrument was acknowledged before me this 14 day of October 2014 by Jonathan M. Mott who is personally known and who did take an oath.



Tylyn Blanchard  
Notary Public - State of Florida  
My Commission Expires April 15, 2018



|  |    |  |                |   |  |
|--|----|--|----------------|---|--|
| DRAWING NO: A14-0008   |    | DRAWING NAME: 13-12-CONDO PH2.DWG  |                | EXHIBIT A SHEET 1 OF 6  |  |
| SCALE: NTS   |    | DWN.BY: T.B.   | CHD.BY: J.M.M. | PROJECT # 2130012   |  |
| REVISIONS  | A. | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. |                |   |  |
|  | B. |  |                |   |  |
|  | C. |  |                |   |  |
| <p align="center"><b>CERTIFICATION</b></p> <p><small>I HEREBY CERTIFY THAT THE SURVEY &amp; SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER SJ-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.</small></p> |    |  |                | <p>CERTIFIED TO:</p> <p align="center">SUNTREE VIERA PROPERTIES, LLC</p>  |  |
| <p> JONATHAN M. MOTT, P.L.S.<br/>SIGNING DATE: 10/13/14</p>   |    |  |                | <p align="center"><b>WILLIAM MOTT LAND SURVEYING INC.</b></p> <p align="center">EAGLE HARBOR DOWNTOWN<br/>3800 W. EAU GALLE BOULEVARD, SUITE 101<br/>MELBOURNE, FLORIDA, 32934-3285<br/>PHONE (321) 751-4444 LICENSED BUSINESS "3608"</p> |  |



# Phase Two

## Surveyor's Notes and Legend

**SURVEYOR'S NOTES:**

1. Easements and Rights-of-Way shown hereon except as called for by the Plat only include those provided to the surveyor. The surveyor has made no search of the Public Records for such.
2. Only open and notorious evidence of easements and Right-of-Way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.
3. Bearings hereon are based on the State Plane Coordinate System for Florida's East Zone. Said coordinate system yields a bearing of S 89°17'43" E for the South line of Southwest 1/4 of Southwest 1/4 of Section 18, Township 26 South, Range 37 East.
4. Type of survey: Boundary
5. This property is located in Federal Flood Zone X, areas determined to be outside the 500 year flood plain, as shown on Flood Insurance Rate Map Community No. 125092, panel 0510, Suffix G, effective date: March 17, 2014.
6. Use only property corners for construction of fences and other improvements.

**LEGEND:**

|  |   |
|--|---|
| <p>PC = POINT OF CURVATURE<br/>                 PT = POINT OF TANGENCY<br/>                 PI = POINT OF INTERSECTION<br/>                 PRC = POINT OF REVERSE CURVATURE<br/>                 RP = RADIUS POINT<br/>                 R/W = RIGHT-OF-WAY<br/>                 P.O.B. = POINT-OF-BEGINNING<br/>                 P.O.C. = POINT-OF-COMMENCEMENT<br/>                 EL = ELEVATION<br/>                 0.00 = SPOT ELEVATION<br/>                 PU&amp;DE = PUBLIC UTILITY AND DRAINAGE EASEMENT<br/>                 ESMT. = EASEMENT<br/>                 NTS = NOT TO SCALE<br/>                 TYP = TYPICAL<br/>                 L/T = LINE TAG (SEE TAG TABLE)<br/>                 C/T = CURVE TAG (SEE TAG TABLE)<br/>                 LCE = LIMITED COMMON ELEMENTS<br/>                 CE = COMMON ELEMENTS<br/>                 PCP = PERMANENT CONTROL POINT<br/>                 PRM = PERMANENT REFERENCE MONUMENT<br/>                 D = DELTA<br/>                 R = RADIUS<br/>                 A = ARC<br/>                 T = TANGENT<br/>                 CONC. = CONCRETE<br/>                 O.H.W. = OVERHEAD WIRE<br/>                 CBS = CONCRETE BLOCK &amp; STUCCO<br/>                 CH = CHORD<br/>                 SC&amp;G = 0.5' STANDARD CURB &amp; GUTTER<br/>                 C.B.S. = CONCRETE BLOCK STRUCTURE<br/>                 EOP = EDGE OF PAVEMENT<br/>                 COMM. = COMMERCIAL<br/>                 -X-X- = FENCE<br/>  = COVERED AREA</p> | <p>N.A.V.D. (88) = NORTH AMERICAN VERTICAL DATUM (1988)<br/>                 N.A.D. (27) = NORTH AMERICAN DATUM (1927)<br/>                 N.A.D. (83) = NORTH AMERICAN DATUM (1983)<br/>                 N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)<br/>                 - - - - = CENTERLINE<br/>                 - - - - = PROPERTY LINE<br/>  = 5/8" IRON ROD WITH PLASTIC CAP MARKED "MOTT LB 3608" SET<br/>  = 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET<br/>  = IRON MARKER FOUND<br/>  = 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET<br/>  = 4"x4" CONCRETE MONUMENT FOUND<br/>  = 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET<br/>  = NAIL &amp; DISK FOUND<br/>  = NAIL &amp; DISK MARKED "LB 3608" SET<br/>  = POWER POLE<br/>  = GUY ANCHOR<br/>  = FIRE HYDRANT WITH VALVE ASSEMBLY<br/>  = WATER VALVE<br/>  = WATER METER / REUSE METER<br/>  = UNDERGROUND TELEPHONE CABLE PEDESTAL<br/>  = UNDERGROUND T.V. CABLE PEDESTAL<br/>  = UNDERGROUND ELECTRIC SERVICE<br/>  = SANITARY SEWER MANHOLE<br/>  = SEWER CLEAN-OUT<br/>  = STORM DRAIN MANHOLE<br/>  = CONCRETE SIDEWALK</p> |
|--|---|

DRAWING NO: A14-0008    DRAWING NAME: 13-12- CONDO PHTWO.DWG  
 SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

EXHIBIT A SHEET 3 OF 6

|           |    |  |
|-----------|----|--|
| REVISIONS | A. |  |
|           | B. |  |
|           | C. |  |

SEE SHEET 1, EXHIBIT A FOR  
 SURVEYOR'S CERTIFICATION.  
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
 EXHIBIT A FOR  
 CLIENT'S CERTIFICATION.

# Phase Two

## Line and Curve Tag Tables

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| CL32       | 393.41' | S 89°02'44" W |
| CL33       | 165.74' | S 80°32'04" W |
| CL34       | 109.55' | S 75°17'49" W |
| CL35       | 22.55'  | S 80°32'04" W |
| CL36       | 366.35' | S 09°27'38" E |
| CL37       | 12.50'  | N 70°55'11" E |
| CL38       | 25.41'  | N 52°39'58" E |
| CL39       | 51.32'  | N 78°48'37" E |
| CL40       | 19.96'  | S 59°17'10" E |
| CL41       | 47.67'  | N 76°44'43" E |
| CL42       | 17.31'  | N 36°40'30" E |
| CL43       | 149.67' | N 78°48'37" E |
| CL44       | 31.01'  | S 61°47'05" E |
| CL45       | 56.03'  | S 75°08'40" W |
| CL46       | 69.00'  | N 57°21'00" E |
| CL47       | 48.10'  | S 36°04'36" E |
| CL48       | 100.70' | S 09°27'40" E |
| CL49       | 429.41' | S 80°32'20" W |
| CL50       | 5.00'   | S 58°58'10" W |

| CURVE TABLE |          |           |         |         |               |
|-------------|----------|-----------|---------|---------|---------------|
| CURVE       | RADIUS   | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| CC12        | 380.00'  | 37°47'00" | 250.59' | 246.07' | N 61°38'34" E |
| CC13        | 25.00'   | 90°00'00" | 39.27'  | 35.36'  | S 35°32'22" W |
| CC14        | 1382.40' | 10°15'13" | 247.39' | 247.06' | S 14°35'14" E |
| CC15        | 1369.90' | 6°41'18"  | 159.91' | 159.82' | S 16°22'33" E |
| CC16        | 990.48'  | 18°38'39" | 322.30' | 320.88' | S 23°19'53" E |
| CC17        | 921.48'  | 3°26'11"  | 55.27'  | 55.26'  | S 34°22'18" E |
| CC18        | 50.00'   | 47°07'07" | 41.12'  | 39.97'  | S 14°05'54" W |
| CC19        | 1377.40' | 3°57'31"  | 95.17'  | 95.15'  | S 33°00'35" E |
| CC20        | 1382.40' | 11°18'59" | 273.04' | 272.59' | S 25°22'20" E |

DRAWING NO: A14-0008    DRAWING NAME: 13-12 - CONDO PHTWO.DWG

EXHIBIT A SHEET 4 OF 6

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

|           |    |    |    |
|-----------|----|----|----|
| REVISIONS | A. | B. | C. |
|           |    |    |    |
|           |    |    |    |

SEE SHEET 1, EXHIBIT A FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT A FOR  
CLIENT'S CERTIFICATION.

# Phase Two

## Legal Description: By Surveyor (Phase Two)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South  $89^{\circ}02'44''$  West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of  $37^{\circ}47'00''$ ; thence from a tangent bearing of South  $42^{\circ}45'04''$  West, run Southwesterly along the said North line of Official Records Book 6772, Pages 146 -162 and the said South Right-of-Way line of Pineda Court, and the arc of said curve an arc distance of 250.59 Feet; thence continue along said North and South lines for the following 4 calls; South  $80^{\circ}32'04''$  West, a distance of 165.74 Feet; thence South  $75^{\circ}17'49''$  West, a distance of 109.55 Feet; thence South  $80^{\circ}32'04''$  West, a distance of 22.55 Feet to the point of curvature of a non tangent circular curve concave to the Southeast, having a radius of 25.00 Feet, and a central angle of  $90^{\circ}00'00''$ ; thence from a tangent bearing of South  $80^{\circ}32'22''$  West, run Southwesterly along the arc of said curve an arc distance of 39.27 Feet to the East Right-of-Way line of Wickham Road, also being the West line of said Official Records Book 6772, Pages 146-162; thence South  $09^{\circ}27'38''$  East along the East Right-of-Way of said Wickham Road and the West line of said Official Records Book 6772, Pages 146-162, a distance of 365.35 Feet to the point of curvature of a circular curve concave to the East, having a radius of 1,382.40 Feet, and a central angle of  $10^{\circ}15'13''$ ; thence southerly along said East Right-of-Way line and said West line and along the arc of said curve an arc distance of 247.39 Feet to the end of the curve, said point being the **POINT-OF-BEGINNING**;

Continued on next sheet

|  |              |                                      |  |                        |  |
|--|--------------|--------------------------------------|--|------------------------|--|
| DRAWING NO: A14-0008   |              | DRAWING NAME: 13-12- CONDO PHTWO.DWG |  | EXHIBIT A SHEET 5 OF 6 |  |
| SCALE: NTS   | DWN.BY: T.B. | CHD.BY: J.M.M.                       | PROJECT # 2130012                                  |                        |  |
| REVISIONS  |              |                                      |  |                        |  |
| A.   |              |                                      |  |                        |  |
| B.   |              |                                      |  |                        |  |
| C.   |              |                                      |  |                        |  |
| SEE SHEET 1, EXHIBIT A FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1 |              |                                      | SEE SHEET 1, EXHIBIT A FOR CLIENT'S CERTIFICATION. |                        |  |

# Phase Two

Legal Description: By Surveyor (Phase Two)  
Continued from previous sheet

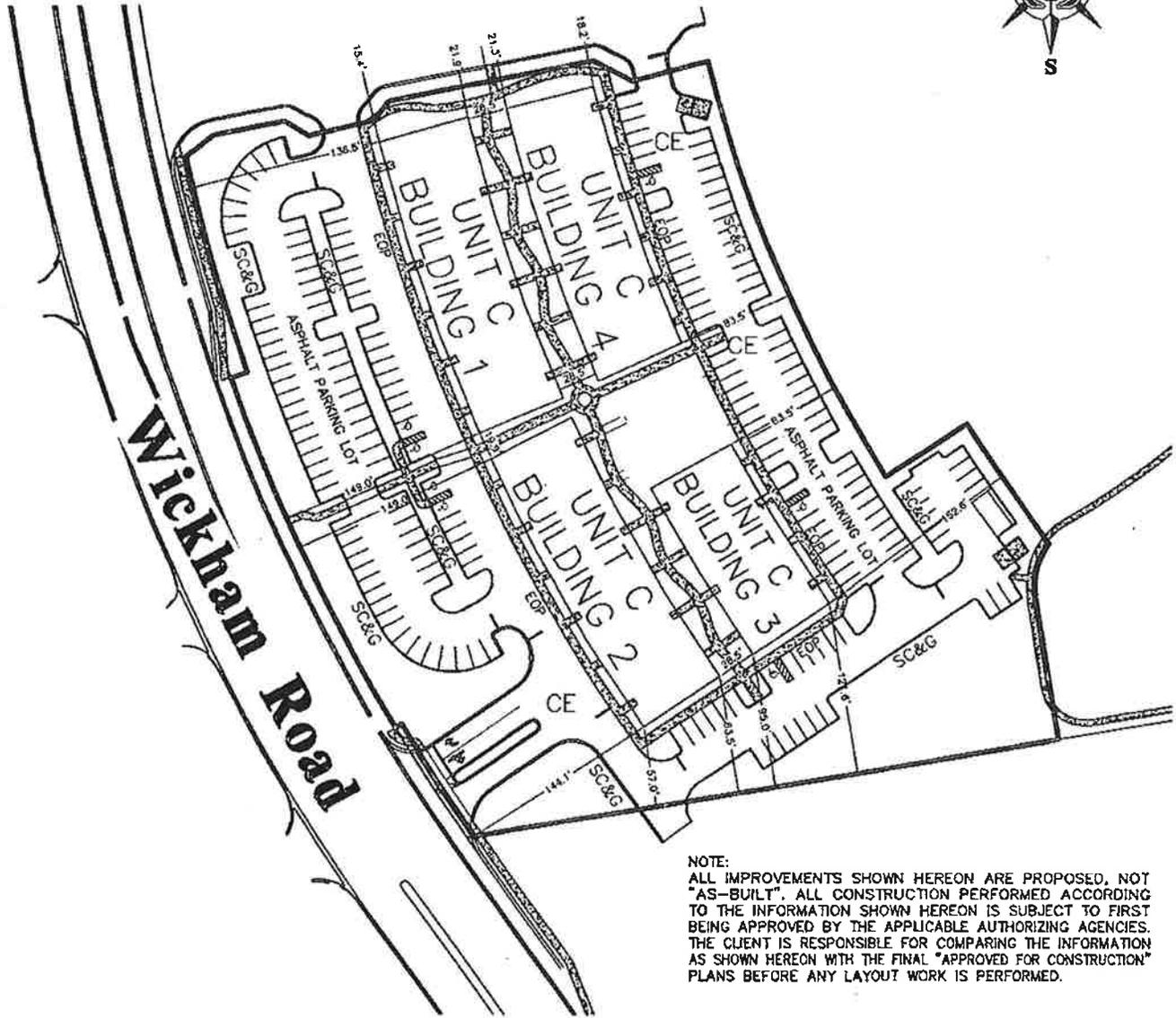
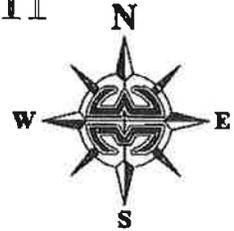
thence leaving said line run North 70°55'11" East, a distance of 12.50 Feet to the point of curvature of a non tangent circular curve concave to the East, having a radius of 1,369.90 Feet, and a central angle of 06°41'18"; thence from a tangent bearing of North 19°43'11" West, run Northerly along the arc of said curve an arc distance of 159.91 Feet; thence North 52°39'58" East, a distance of 25.41 Feet; thence North 78°48'37" East, a distance of 51.32 Feet; thence South 59°17'10" East, a distance of 19.96 Feet; thence North 76°44'43" East, a distance of 47.67 Feet; thence North 36°40'30" East, a distance of 17.31 Feet; thence North 78°48'37" East, a distance of 149.67 Feet; thence South 61°47'05" East, a distance of 31.01 Feet; thence North 75°08'40" East, a distance of 56.03 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 990.48 Feet, and a central angle of 18°38'39"; thence from a tangent bearing of South 14°00'33" East, run Southeasterly along the arc of said curve an arc distance of 322.30 Feet; thence North 57°21'00" East, a distance of 69.00 Feet; thence North 00°00'00" East, a distance of 0.00 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 921.48 Feet, and a central angle of 03°26'11"; thence from a tangent bearing of South 32°39'13" East, run Southeasterly along the arc of said curve an arc distance of 55.27 Feet; thence South 36°04'36" East, a distance of 48.10 Feet to the point of curvature of a non tangent circular curve concave to the East, having a radius of 50.00 Feet, and a central angle of 47°07'07"; thence from a tangent bearing of South 37°39'27" West, run southerly along the arc of said curve an arc distance of 41.12 Feet; thence South 09°27'40" East, a distance of 100.70 Feet to a point on the South line of said Official Records Book 6772, pages 146-162; thence South 80°32'20" West along said South line, a distance of 423.87 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 1,377.40 Feet, and a central angle of 03°57'31"; thence leaving said South line from a tangent bearing of North 34°59'21" West, run Northwesterly along the arc of said curve an arc distance of 95.17 Feet; thence South 58°58'10" West, a distance of 5.00 Feet to a point on the said East Right-of-Way line of Wickham Road, also being the West line of said Official Records Book 6772, Pages 146-162 and the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 1,382.40 Feet, and a central angle of 11°18'59"; thence from a tangent bearing of North 31°01'50" West, run Northwesterly along the arc of said curve an arc distance of 273.04 Feet to the POINT-OF-BEGINNING.

Containing 5.07 Acres of land more or less.

|  |    |                                      |                |  |  |
|--|----|--------------------------------------|----------------|--|--|
| DRAWING NO: A14-0008   |    | DRAWING NAME: 13-12- CONDO PHTWO.DWG |                | EXHIBIT A SHEET 6 OF 6                                   |  |
| SCALE: NTS   |    | DWN.BY: T.B.                         | CHD.BY: J.M.M. | PROJECT # 2130012  |  |
| REVISIONS  | A. |                                      |                |  |  |
|  | B. |                                      |                |  |  |
|  | C. |                                      |                |  |  |
| SEE SHEET 1, EXHIBIT A FOR<br>SURVEYOR'S CERTIFICATION.<br>NOT VALID WITHOUT SHEET 1 |    |                                      |                | SEE SHEET 1,<br>EXHIBIT A FOR<br>CLIENT'S CERTIFICATION. |  |

# Phase Two Plot Plan

Proposed Improvements



**NOTE:**  
 ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, NOT "AS-BUILT". ALL CONSTRUCTION PERFORMED ACCORDING TO THE INFORMATION SHOWN HEREON IS SUBJECT TO FIRST BEING APPROVED BY THE APPLICABLE AUTHORIZING AGENCIES. THE CLIENT IS RESPONSIBLE FOR COMPARING THE INFORMATION AS SHOWN HEREON WITH THE FINAL "APPROVED FOR CONSTRUCTION" PLANS BEFORE ANY LAYOUT WORK IS PERFORMED.

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDO2-PP-B4.DWG

EXHIBIT B SHEET 1 OF 9

SCALE: 1"=100' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM.

|           |    |  |
|-----------|----|--|
| REVISIONS | A. |  |
|           | B. |  |
|           | C. |  |

CERTIFIED TO:

SUNTREE VIERA PROPERTIES, LLC

**CERTIFICATION OF**  
 I HEREBY CERTIFY THAT THE SURVEY & SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022 OF THE FLORIDA STATUTES.

**WILLIAM MOTT LAND SURVEYING INC.**

SIGNING DATE: 10/13/14

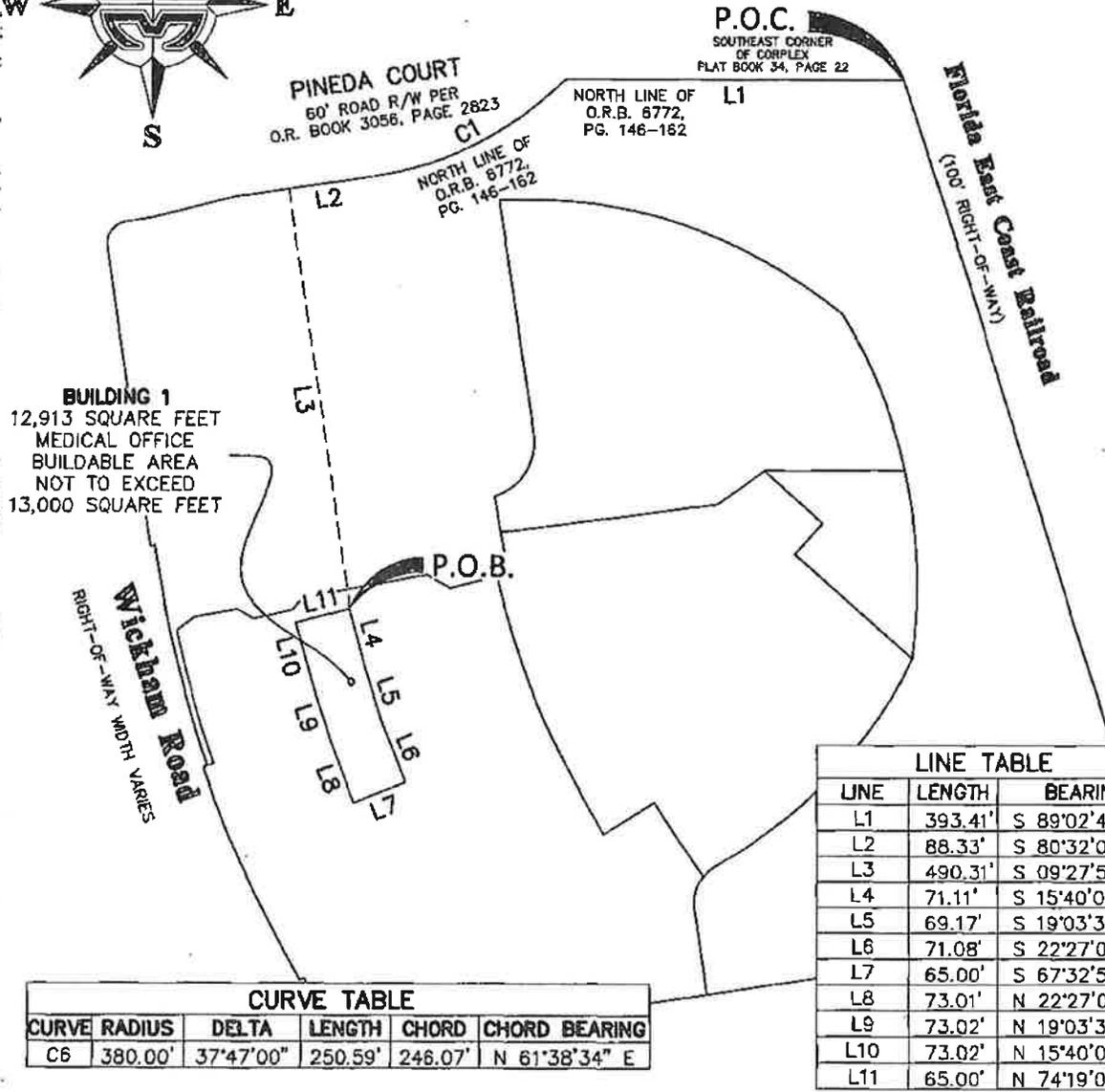
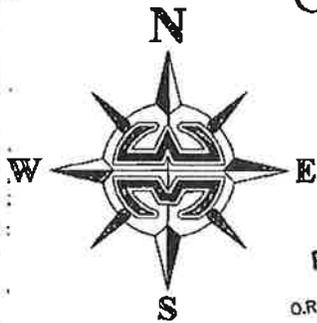
JONATHAN M. MOTT, P.L.S.  
 FLA. CERT. NO.5060

EAGLE HARBOR DOWNTOWN  
 3800 W. EAU GALLE BOULEVARD, SUITE 101  
 MELBOURNE, FLORIDA, 32934-3285  
 PHONE (321) 751-4444

LICENSED BUSINESS "3806"

# Unit C—Building 1

Sketch of Legal Description



**BUILDING 1**  
12,913 SQUARE FEET  
MEDICAL OFFICE  
BUILDABLE AREA  
NOT TO EXCEED  
13,000 SQUARE FEET

| CURVE TABLE |         |           |         |                       |
|-------------|---------|-----------|---------|-----------------------|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD BEARING         |
| C6          | 380.00' | 37°47'00" | 250.59' | 246.07' N 61°38'34" E |

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| L1         | 393.41' | S 89°02'44" W |
| L2         | 88.33'  | S 80°32'04" W |
| L3         | 490.31' | S 09°27'56" E |
| L4         | 71.11'  | S 15°40'01" E |
| L5         | 69.17'  | S 19°03'34" E |
| L6         | 71.08'  | S 22°27'07" E |
| L7         | 65.00'  | S 67°32'53" W |
| L8         | 73.01'  | N 22°27'07" W |
| L9         | 73.02'  | N 19°03'34" W |
| L10        | 73.02'  | N 15°40'01" W |
| L11        | 65.00'  | N 74°19'02" E |

DRAWING NO: A14-0008 DRAWING NAME: 13-12- CONDO PHTWO.DWG,

EXHIBIT B SHEET 2 OF 9

SCALE: NTS DWN.BY:T.B. CHD.BY:J.M.M. PROJECT # 2130012

| REVISIONS | A. |
|-----------|----|
| B.        |    |
| C.        |    |

SEE SHEET 1, EXHIBIT B FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT B FOR  
CLIENT'S CERTIFICATION. 340

# Unit C—Building 1

Legal Description: By Surveyor (Building 1)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

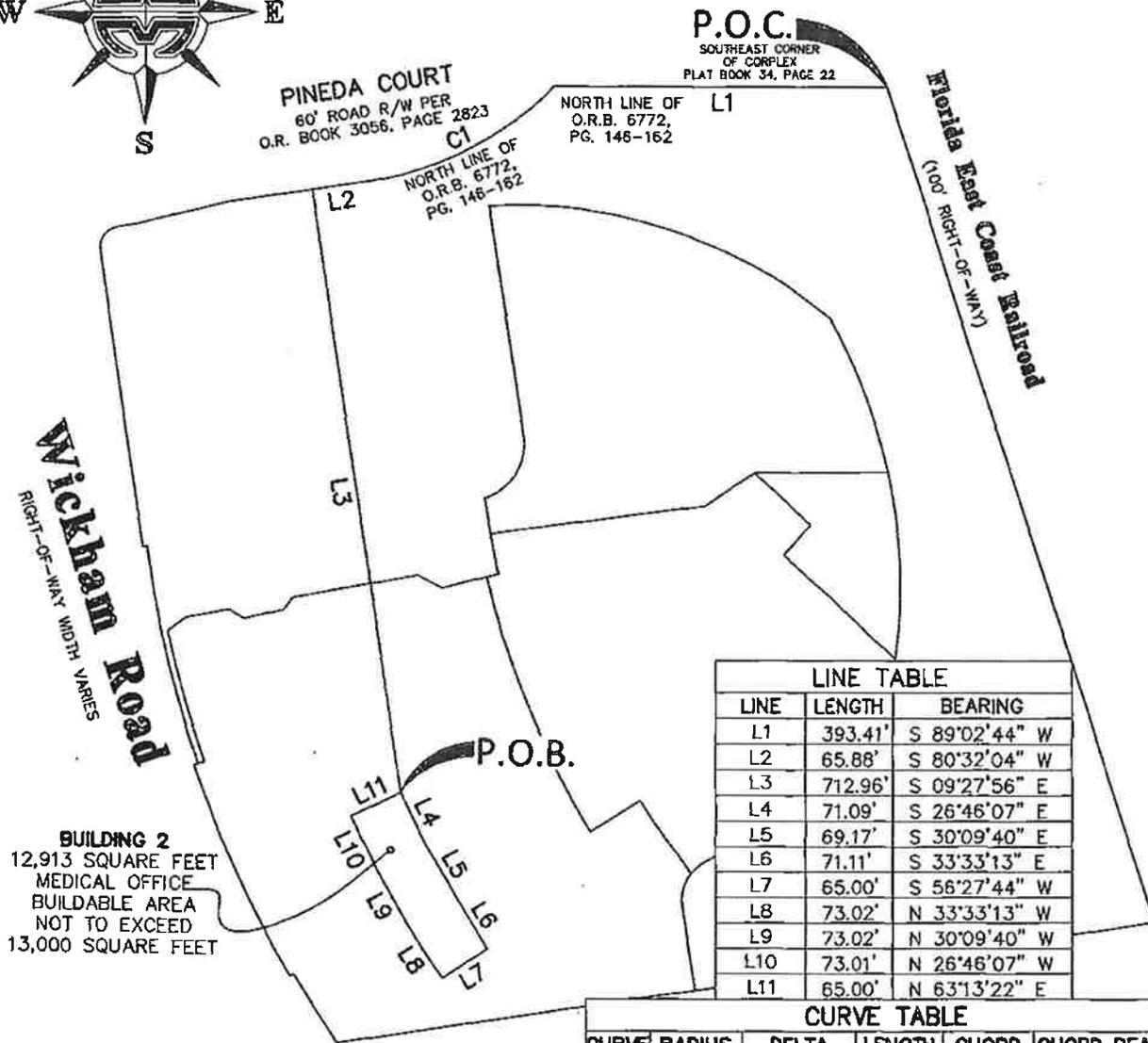
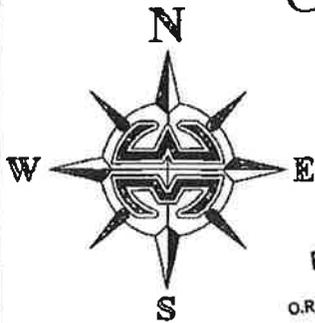
Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 37°47'00"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along the said North line of Official Records Book 6772, Pages 146 -162 and the said South Right-of-Way line of Pineda Court, and the arc of said curve an arc distance of 250.59 Feet; thence South 80°32'04" West, a distance of 104.99 Feet; thence leaving said line run South 09°27'56" East, a distance of 490.31 Feet to the POINT-OF-BEGINNING; thence South 15°40'01" East, a distance of 71.11 Feet; thence South 19°03'34" East, a distance of 69.17 Feet; thence South 22°27'07" East, a distance of 71.08 Feet; thence South 67°32'53" West, a distance of 65.00 Feet; thence North 22°27'07" West, a distance of 73.01 Feet; thence North 19°03'34" West, a distance of 73.02 Feet; thence North 15°40'01" West, a distance of 73.02 Feet; thence North 74°19'02" East, a distance of 65.00 Feet to the POINT-OF-BEGINNING.

Containing 0.321 Acres of land more or less.

|                      |              |                                      |                   |  |  |
|----------------------|--------------|--------------------------------------|-------------------|--|--|
| DRAWING NO: A14-0008 |              | DRAWING NAME: 13-12- CONDO PHTWO.DWG |                   | EXHIBIT B SHEET 3 OF 9   |  |
| SCALE: NTS           | DWN.BY: T.B. | CHD.BY: J.M.M.                       | PROJECT # 2130012 | SEE SHEET 1,<br>EXHIBIT B FOR<br>CLIENT'S CERTIFICATION.                             |  |
| REVISIONS            | A.           |                                      |                   |  |  |
|                      | B.           |                                      |                   |  |  |
|                      | C.           |                                      |                   | SEE SHEET 1, EXHIBIT B FOR<br>SURVEYOR'S CERTIFICATION.<br>NOT VALID WITHOUT SHEET 1 |  |
|                      |              |                                      |                   |  |  |

# Unit C-Building 2

Sketch of Legal Description



| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| L1         | 393.41' | S 89°02'44" W |
| L2         | 65.88'  | S 80°32'04" W |
| L3         | 712.96' | S 09°27'56" E |
| L4         | 71.09'  | S 26°46'07" E |
| L5         | 69.17'  | S 30°09'40" E |
| L6         | 71.11'  | S 33°33'13" E |
| L7         | 65.00'  | S 56°27'44" W |
| L8         | 73.02'  | N 33°33'13" W |
| L9         | 73.02'  | N 30°09'40" W |
| L10        | 73.01'  | N 26°46'07" W |
| L11        | 65.00'  | N 63°13'22" E |

| CURVE TABLE |         |           |         |         |               |
|-------------|---------|-----------|---------|---------|---------------|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| C1          | 380.00' | 37°47'00" | 250.59' | 246.07' | N 61°38'34" E |

DRAWING NO: A14-0008    DRAWING NAME: 13-12- CONDO PHTWO.DWG

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

EXHIBIT B SHEET 4 OF 9

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT B FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT B FOR CLIENT'S CERTIFICATION. 342

# Unit C-Building 2

Legal Description: By Surveyor (Building 2)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

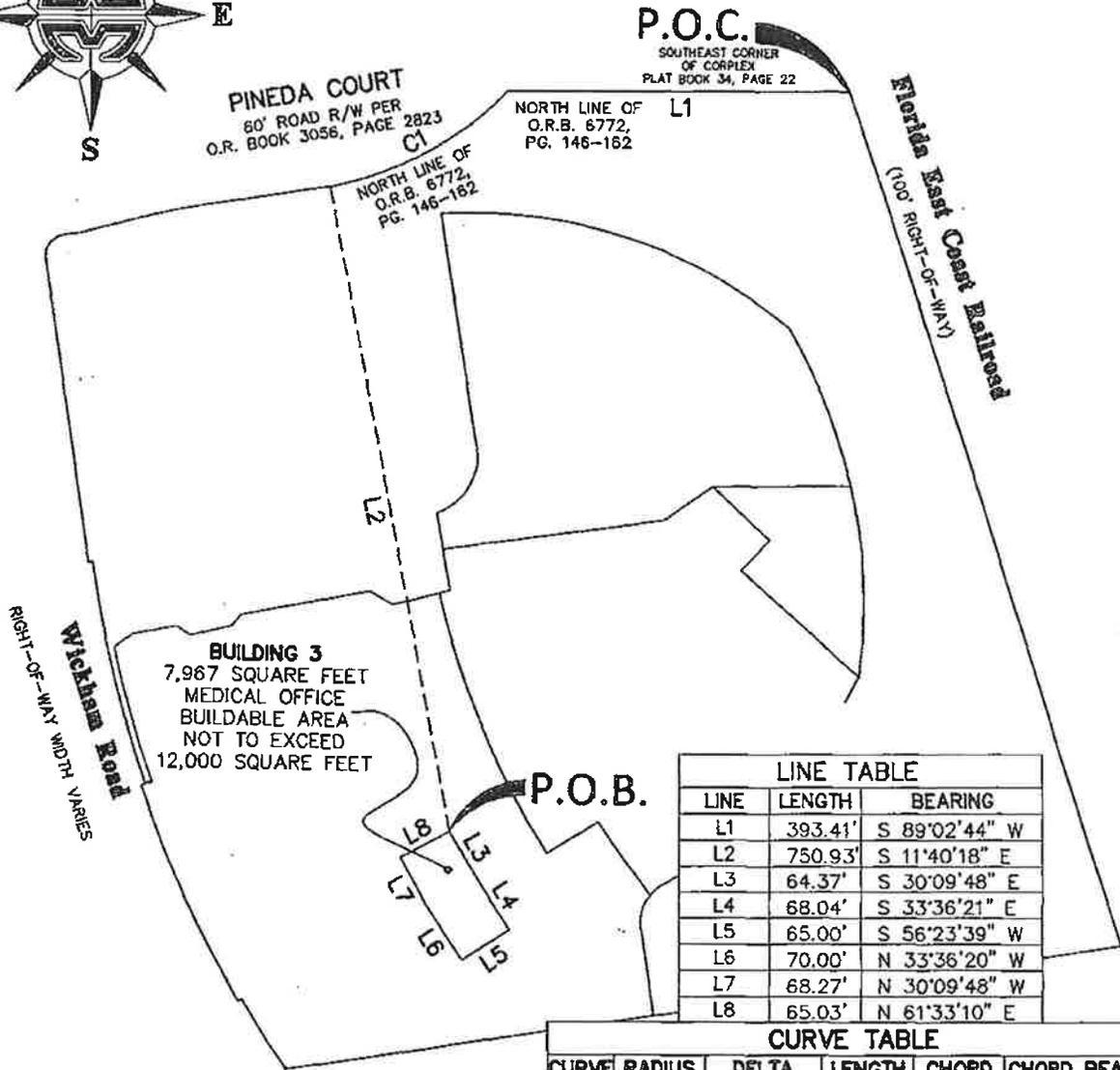
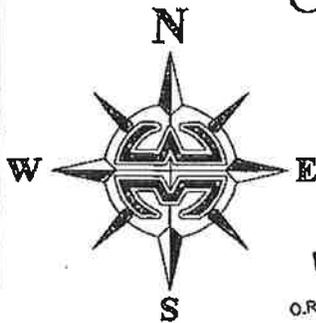
Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 37°47'00"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along the said North line of Official Records Book 6772, Pages 146 -162 and the said South Right-of-Way line of Pineda Court, and the arc of said curve an arc distance of 250.59 Feet; thence South 80°32'04" West, a distance of 65.88 Feet; thence leaving said line run South 09°27'56" East, a distance of 712.96 Feet to the POINT-OF-BEGINNING; thence South 26°46'07" East, a distance of 71.09 Feet; thence South 30°09'40" East, a distance of 69.17 Feet; thence South 33°33'13" East, a distance of 71.11 Feet; thence South 56°27'44" West, a distance of 65.00 Feet; thence North 33°33'13" West, a distance of 73.02 Feet; thence North 30°09'40" West, a distance of 73.02 Feet; thence North 26°46'07" West, a distance of 73.01 Feet; thence North 63°13'22" East, a distance of 65.00 Feet to the POINT-OF-BEGINNING.

Containing 0.321 Acres of land more or less.

|  |              |                                      |  |                        |  |
|--|--------------|--------------------------------------|--|------------------------|--|
| DRAWING NO: A14-0008   |              | DRAWING NAME: 13-12- CONDO PHTWO.DWG |  | EXHIBIT B SHEET 5 OF 9 |  |
| SCALE: NTS   | DWN.BY: T.B. | CHD.BY: J.M.M.                       | PROJECT # 2130012  |                        |  |
| REVISIONS  | A.           |                                      |  |                        |  |
| B.   |              |                                      |  |                        |  |
| C.   |              |                                      |  |                        |  |
| SEE SHEET 1, EXHIBIT B FOR<br>SURVEYOR'S CERTIFICATION.<br>NOT VALID WITHOUT SHEET 1 |              |                                      | SEE SHEET 1,<br>EXHIBIT B FOR<br>CLIENT'S CERTIFICATION. |                        |  |

# Unit C-Building 3

Sketch of Legal Description



| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| L1         | 393.41' | S 89°02'44" W |
| L2         | 750.93' | S 11°40'18" E |
| L3         | 64.37'  | S 30°09'48" E |
| L4         | 68.04'  | S 33°36'21" E |
| L5         | 65.00'  | S 56°23'39" W |
| L6         | 70.00'  | N 33°36'20" W |
| L7         | 68.27'  | N 30°09'48" W |
| L8         | 65.03'  | N 61°33'10" E |

| CURVE TABLE |         |           |         |         |               |
|-------------|---------|-----------|---------|---------|---------------|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| C1          | 380.00' | 35°34'38" | 235.96' | 232.18' | N 60°32'23" E |

|                      |              |                                     |                   |
|----------------------|--------------|-------------------------------------|-------------------|
| DRAWING NO: A14-0008 |              | DRAWING NAME: 13-12-CONDOPH2-B3.DWG |                   |
| SCALE: NTS           | DWN.BY: T.B. | CHD.BY: J.M.M.                      | PROJECT # 2130012 |
| REVISIONS            | A.           |                                     |                   |
|                      | B.           |                                     |                   |
|                      | C.           |                                     |                   |

EXHIBIT B SHEET 6 OF 9

SEE SHEET 1, EXHIBIT B FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT B FOR CLIENT'S CERTIFICATION. 344

# Unit C-Building 3

Legal Description: By Surveyor (Building 3)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Sector 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 35°34'38"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along the said North line of Official Records Book 6772, Pages 146 -162 and the said South Right-of-Way line of Pineda Court, and the arc of said curve an arc distance of 235.96 Feet; thence South 11°40'18" East, a distance of 750.93 Feet to the POINT-OF-BEGINNING; thence South 30°09'48" East, a distance of 64.37 Feet; thence South 33°36'21" East, a distance of 68.04 Feet; thence South 56°23'39" West, a distance of 65.00 Feet; thence North 33°36'20" West, a distance of 70.00 Feet; thence North 30°09'48" West, a distance of 68.27 Feet; thence North 61°33'10" East, a distance of 65.03 Feet to the POINT-OF-BEGINNING.

Containing 0.202 Acres of land more or less

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDOPH2-B3.DWG

EXHIBIT B SHEET 7 OF 9

SCALE: NTS DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

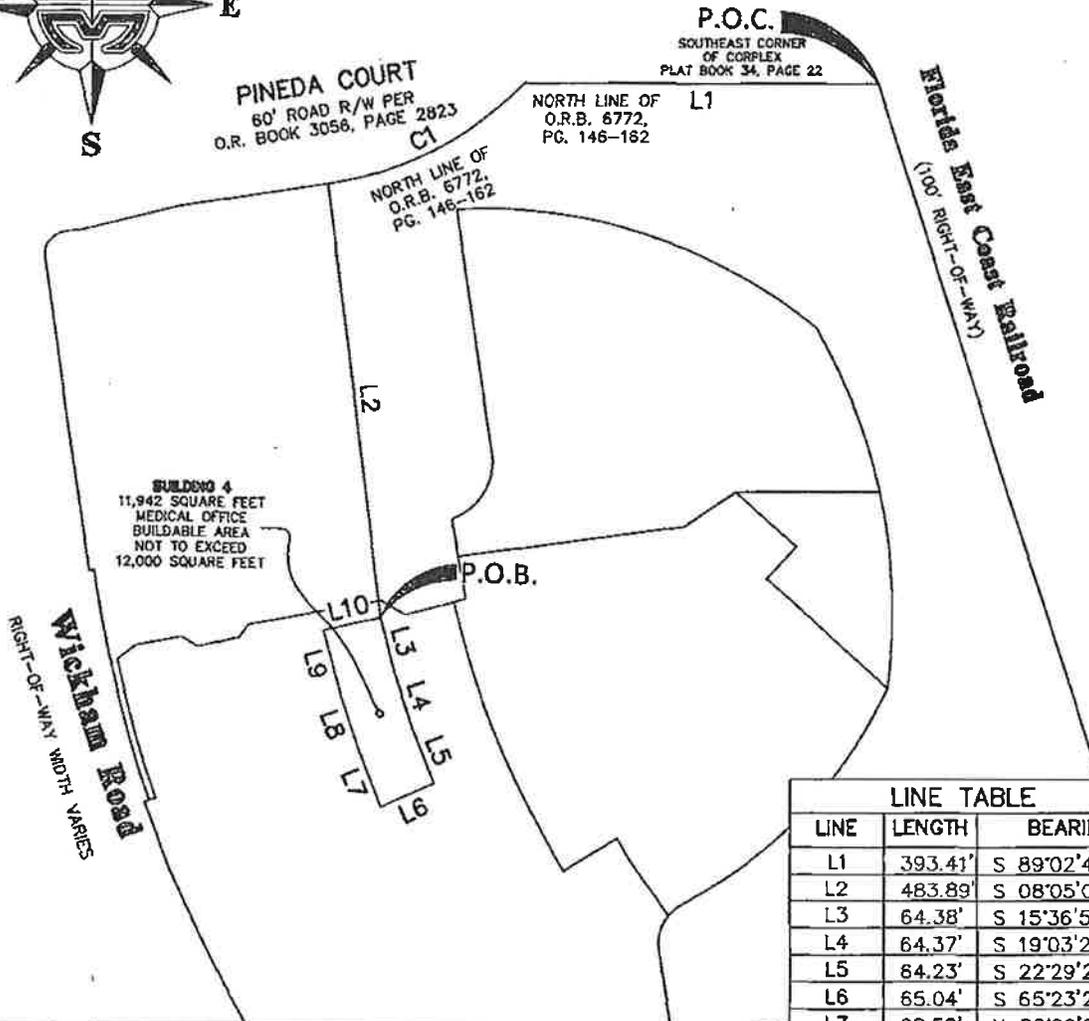
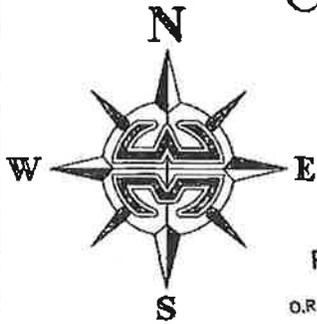
|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT B FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT B FOR  
CLIENT'S CERTIFICATION. 345

# Unit C-Building 4

Sketch of Legal Description



| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| L1         | 393.41' | S 89°02'44" W |
| L2         | 483.89' | S 08°05'00" E |
| L3         | 64.38'  | S 15°36'52" E |
| L4         | 64.37'  | S 19°03'26" E |
| L5         | 84.23'  | S 22°29'21" E |
| L6         | 65.04'  | S 65°23'23" W |
| L7         | 68.58'  | N 22°29'21" W |
| L8         | 68.27'  | N 19°03'26" W |
| L9         | 68.27'  | N 15°36'54" W |
| L10        | 65.03'  | N 76°05'26" E |

| CURVE TABLE |         |           |         |                       |
|-------------|---------|-----------|---------|-----------------------|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD BEARING         |
| C1          | 380.00' | 37°47'00" | 250.59' | 246.07' N 61°38'34" E |

DRAWING NO: A14-0008 DRAWING NAME: 13-12-CONDO2-PP-B4.DWG

EXHIBIT B SHEET 8 OF 9

SCALE: NTS DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

| REVISIONS | A. |
|-----------|----|
| B.        |    |
| C.        |    |

SEE SHEET 1, EXHIBIT B FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT B FOR  
CLIENT'S CERTIFICATION. 346

# Unit C-Building 4

Legal Description: By Surveyor (Building 4)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 37°47'00"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along the said North line of Official Records Book 6772, Pages 146 -162 and the said South Right-of-Way line of Pineda Court, and the arc of said curve an arc distance of 250.59 Feet; thence leaving said line South 08°05'00" East, a distance of 483.89 Feet to the POINT-OF-BEGINNING; thence South 15°36'52" East, a distance of 64.38 Feet; thence South 19°03'26" East, a distance of 64.37 Feet; thence South 22°29'21" East, a distance of 64.23 Feet; thence South 65°23'23" West, a distance of 65.04 Feet; thence North 22°29'21" West, a distance of 68.58 Feet; thence North 19°03'26" West, a distance of 68.27 Feet; thence North 15°36'54" West, a distance of 68.27 Feet; thence North 76°05'26" East, a distance of 65.03 Feet to the POINT-OF-BEGINNING.

Containing 0.30 Acres of land more or less.

DRAWING NO: A14-0008    DRAWING NAME: 13-12-CONDO2-PP-B4.DWG

EXHIBIT B SHEET 9 OF 9

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT B FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT B FOR  
CLIENT'S CERTIFICATION.

Prepared by and return to:

Dale A. Detmer, Esq.  
Krasny and Detmer  
304 South Harbor City Boulevard  
Melbourne, FL 32901

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

**THIS FOURTH AMENDMENT** made this 26 day of July, 2016 by **BREVARD MEDICAL CITY, LLC**, a Florida limited liability company ("Developer"), does hereby amend the Declaration of Condominium for Brevard Medical City, formerly Suntree Viera Professional Park, a commercial condominium, as same is recorded in Official Records Book 7223, Page 2347, as amended by that certain First Amendment to Declaration of Condominium for Suntree Viera Professional Park as same is recorded in Official Records Book 7231, Page 717, as amended by that certain Second Amendment to Declaration of Condominium for Brevard Medical City as same is recorded in Official Records Book 7289, Page 2711, and as amended by that certain Third Amendment to Declaration of Condominium for Brevard Medical City as same is recorded in Official Records Book 7362, Page 2312, all of the Public Records of Brevard County, Florida (collectively, the "Declaration") to add Phases Three and Four (as same are defined in the Declaration) to the Condominium Property.

1. The legal description of Phase Three of the land hereby submitted to condominium ownership is set forth on Exhibit "A" attached hereto and made a part hereof, consisting of a survey of the land, a graphic description of Unit D and a plot plan thereof. Exhibit "A" together with this Declaration is sufficient in detail to identify the location and dimensions of the Common Elements and Unit D, which encompasses all of Phase Three. The drive aisle shown on Exhibit "A" and identified as "CL" is a common element of the condominium. All other drive lanes, parking areas and structures are part of Unit D.

2. The legal description of Phase Four of the land hereby submitted to condominium ownership is set forth on Exhibit "B" attached hereto and made a part hereof, consisting of a survey of the land, a graphic description of Unit E (which was incorrectly identified as Unit F on Sheet 3 of the Declaration) and a plot plan thereof. Exhibit "B" together with this Declaration is sufficient in detail to identify the location and dimensions of the Common Elements and Unit E, which encompasses all of Phase Four:

3. Section 26.0 of the Declaration is amended by the addition of the following provision:

Section 26.8 Notwithstanding any other provision of this Declaration, during such time as the U.S. Department of Housing and Urban Development ("HUD") is the holder or insurer of a mortgage on a Unit, the following provisions shall be applicable: (a) in the event of any conflict and to the extent that there is any inconsistency or ambiguity between the provisions of this Declaration and the HUD Program Obligations as defined in the Regulatory Agreement entered into by the Unit Owner and the U.S. Department of Housing and Urban Development (the "HUD Regulatory Agreement"), the HUD Program Obligations will be deemed to be controlling, and any such ambiguity or inconsistency will be resolved in favor of, and pursuant to the terms of the HUD Program Obligations; (b) no provision of this Declaration will have force or effect that requires an action to be taken that is contrary to the HUD Program Obligations; (c) no provision of this Declaration will have force or effect that prohibits an action to be taken that is required by the HUD Program Obligations; (d) enforcement of the covenants in this Declaration will not result in any claim against the Project, the HUD loan proceeds, any reserves or deposits required by HUD in connection with the HUD loan transaction, the rents or deposits or other income of the Unit, or the assets of the Unit Owner; (e) any obligations of the Unit Owner hereunder shall be limited to surplus cash as defined in the HUD Regulatory Agreement, or to available insurance proceeds, and no provisions providing for indemnification by a the Unit owner shall be enforceable against HUD; and (f) no amendment of this provision of this Declaration or the Articles and/or Bylaws of the condominium association shall have any force or effect without the prior written approval of HUD or the lender of the HUD-insured mortgage.

4. Upon recording of this instrument, the percentage ownership of the Common Elements and the allocation of common expenses appurtenant to each Unit shall be as set forth on Exhibit "H" to the Declaration.

5. All terms used in this instrument shall have the same definition and meaning as set forth in the Declaration of Condominium for Brevard Medical City, a commercial condominium, unless herein provided to the contrary, or unless the context requires otherwise.

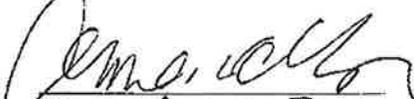
6. In all other respects not inconsistent with the above, the Declaration is hereby ratified, confirmed, re-executed and republished in its entirety.

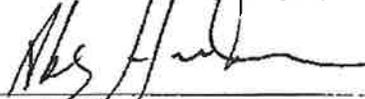
IN WITNESS WHEREOF, the parties have caused their seals and signatures to be affixed this 26 day of July, 2016.

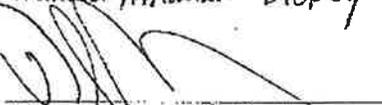
**DEVELOPER:**

Signed, sealed and delivered in the presence of:

**BREVARD MEDICAL CITY LLC**, a Florida limited liability company

  
Witness: Amanda Dickey

By:   
Abe Hardoon, Manager

  
Witness: Dale A. Dettmer

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 26 day of July, 2016, by Abe Hardoon, 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: 7-28-2018



**Exhibit "A"**  
**to**  
**Fourth Amendment to**  
**Declaration of Condominium for**  
**Brevard Medical City, a Commercial Condominium**

# Surveyor's Certificate

Phase Three

FOR

BREVARD MEDICAL CITY, PHASE 3  
A COMMERCIAL CONDOMINIUM

State of Florida  
County of Brevard

I, Jonathan M. Mott, of Brevard County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 5060, authorized and licensed to practice in the state of Florida, and that the proposed improvements of BREVARD MEDICAL CITY, PHASE THREE, a commercial condominium, can be constructed so that the attached survey, plot plan, and graphic description of improvements, together with the provisions of the declaration of condominium describing the condominium property, present an accurate representation of the location and dimensions of the proposed improvements consisting of one (1) building and related proposed parking, drive aisles, landscaping and that the identification, location, and dimensions of the Building and the proposed related improvements can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, parking, drive aisles and access the Building and the proposed facilities serving the Building, can be constructed.

In witness whereof, I have hereto set my hand and official seal, this 26 day of July 2016. A.D.

William Mott Land Surveying, Inc.

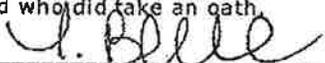
By:



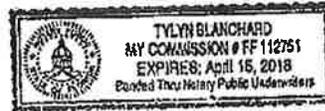
Jonathan M. Mott, P.L.S.  
State of Florida No. 5060



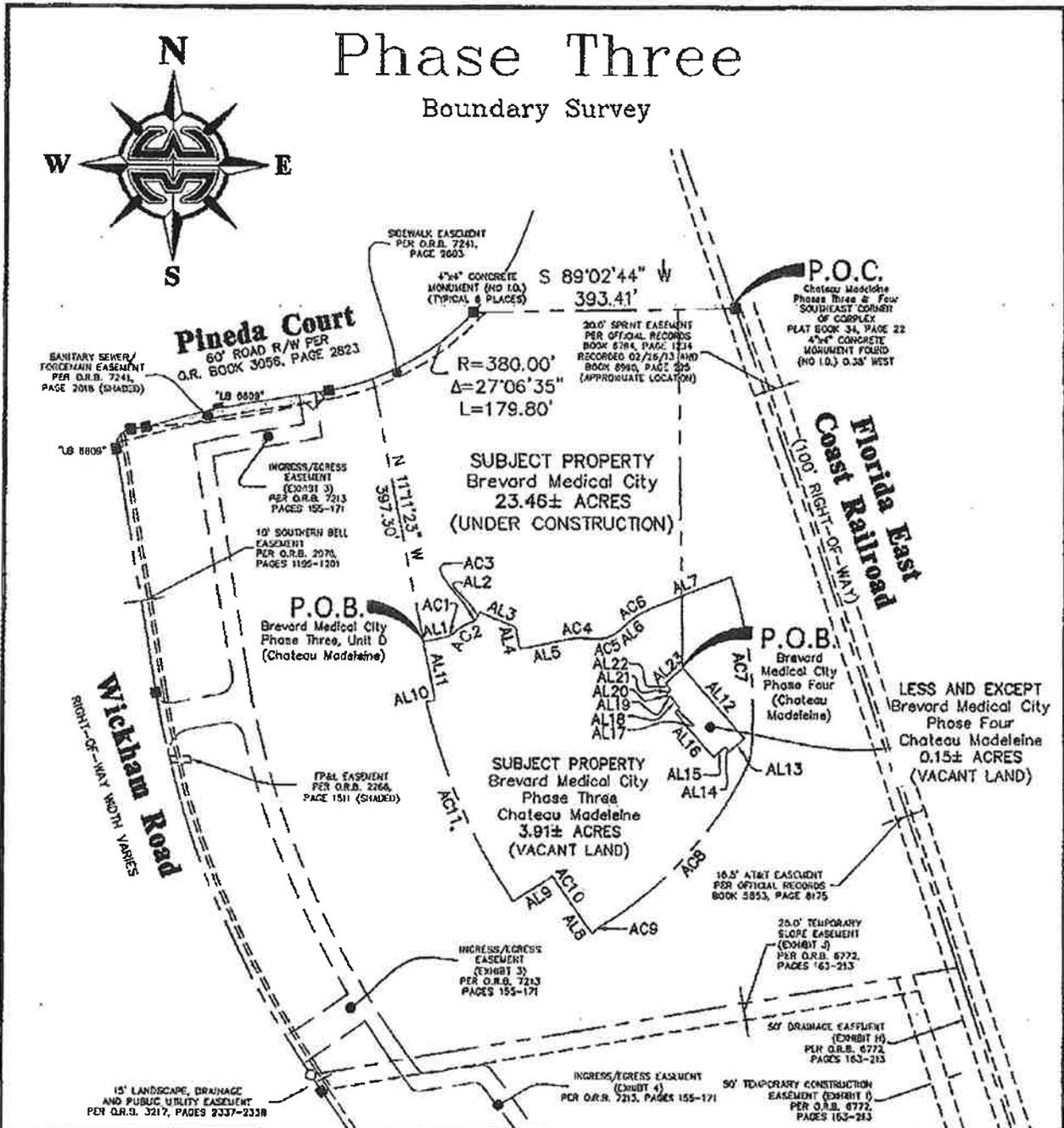
This foregoing instrument was acknowledged before me this 26 day of July, 2016 by Jonathan M. Mott who is personally known and who did take an oath.



Tilyn Blanchard  
Notary Public - State of Florida  
My Commission Expires April 15, 2018



|  |          |   |  |  |  |
|--|----------|---|--|--|--|
| DRAWING NO: A15-0001   |          | DRAWING NAME: PHASE THREE CONDO_ALF.DWG         |  | EXHIBIT A SHEET 1 OF 7   |  |
| SCALE: NTS   |          | DWN.BY: T.B.                                    |  | CHD.BY: J.M.M. PROJECT # 2130012   |  |
| REVISIONS  | A. _____ |   |  |  |  |
|  | B. _____ |   |  |  |  |
|  | C. _____ |   |  |  |  |
| <b>CERTIFICATION</b>   |          |   |  |  |  |
| <p>I HEREBY CERTIFY THAT THE SURVEY &amp; SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 51-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.042 OF THE FLORIDA STATUTES.</p> |          |   |  |  |  |
| SIGNING DATE: 07/22/16   |          | JONATHAN M. MOTT, P.L.S.<br>FLA. CERT. NO. 5060 |  | <p>CERTIFIED TO:<br/>Brevard Medical City ALF, LLC<br/>and Brevard Medical City, LLC</p> |  |
| <p><b>WILLIAM MOTT LAND SURVEYING INC.</b><br/>EAGLE HARBOR DOWNTOWN<br/>3800 W. EAU GALIE BOULEVARD, SUITE 101<br/>MELBOURNE, FLORIDA, 32934-3285<br/>PHONE (321) 751-4444 LICENSED BUSINESS "309"</p>  |          |   |  |  |  |



|   |              |   |                   |  |  |
|---|--------------|---|-------------------|--|--|
| DRAWING NO: A15-0001  |              | DRAWING NAME: PHASE THREE CONDO_ALF.DWG |                   | EXHIBIT A SHEET 2 OF 7   |  |
| SCALE: NTS  | DWN BY: T.B. | CHD BY: J.M.M.                          | PROJECT # 2130012 | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM.<br><br>CERTIFIED TO:<br>Brevard Medical City ALF, LLC<br>and Brevard Medical City, LLC<br><br><b>WILLIAM MOTT LAND SURVEYING INC.</b><br>EAGLE HARBOR DOWNTOWN<br>3800 W. EAU GALLE BOULEVARD, SUITE 101<br>MELBOURNE, FLORIDA, 32934-3285<br>PHONE (321) 751-4444<br>LICENSED BUSINESS "3608" |  |
| REVISIONS   | A.           | B.                                      | C.                |  |  |
| CERTIFICATION<br>I HEREBY CERTIFY THAT THE SURVEY & SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 479.02(2) OF THE FLORIDA STATUTES.<br><br>SIGNING DATE: 07/22/16<br>JONATHAN M. MOTT, P.L.S.<br>FLA. CERT. NO. 5060 |              |   |                   |  |  |

# Phase Three

## Surveyor's Notes and Legend

**SURVEYOR'S NOTES:**

1. Easements and Rights-of-Way shown hereon only include those provided to the surveyor in Chicago Title Insurance Company Title Commitment Order No. 4909953, Effective date July 25, 2014. The surveyor has made no search of the Public Records for such.
2. Only open and notorious evidence of easements and Right-of-Way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.
3. Bearings hereon are based on the State Plane Coordinate System for Florida's East Zone. Said coordinate system yields a bearing of S 89°17'43" E for the South line of Southwest 1/4 of Southwest 1/4 of Section 18, Township 26 South, Range 37 East.
4. Type of survey: Boundary
5. This property is located in Federal Flood Zone X, areas determined to be outside the 0.2% annual chance flood plain, as shown on Flood Insurance Rate Map Community No. 125092, panel 0510, Suffix G, effective date: March 17, 2014 and revised by Letter of Map Revision dated November 13, 2014.
6. Use only property corners for construction of fences and other improvements.

| LEGEND:       |   |
|---------------|---|
| PC            | = POINT OF CURVATURE  |
| PT            | = POINT OF TANGENCY   |
| PI            | = POINT OF INTERSECTION                                       |
| PRC           | = POINT OF REVERSE CURVATURE                                  |
| RP            | = RADIUS POINT  |
| R/W           | = RIGHT-OF-WAY  |
| P.O.B.        | = POINT-OF-BEGINNING  |
| P.O.C.        | = POINT-OF-COMMENCEMENT                                       |
| EL            | = ELEVATION   |
| 0.00          | = SPOT ELEVATION  |
| PU&DE         | = PUBLIC UTILITY AND DRAINAGE EASEMENT                        |
| ESMT.         | = EASEMENT  |
| NTS           | = NOT TO SCALE  |
| TYP           | = TYPICAL   |
| L#            | = LINE TAG (SEE TAG TABLE)                                    |
| C#            | = CURVE TAG (SEE TAG TABLE)                                   |
| LCE           | = LIMITED COMMON ELEMENTS                                     |
| CE            | = COMMON ELEMENTS   |
| PCP           | = PERMANENT CONTROL POINT                                     |
| PRM           | = PERMANENT REFERENCE MONUMENT                                |
| D             | = DELTA   |
| R             | = RADIUS  |
| A             | = ARC   |
| T             | = TANGENT   |
| CONC.         | = CONCRETE  |
| O.H.W.        | = OVERHEAD WIRE   |
| CBS           | = CONCRETE BLOCK & STUCCO                                     |
| CH            | = CHORD   |
| SC&G          | = 0.5' STANDARD CURB & GUTTER                                 |
| C.B.S.        | = CONCRETE BLOCK STRUCTURE                                    |
| EOP           | = EDGE OF PAVEMENT  |
| COMM.         | = COMMERCIAL  |
| * * *         | = FENCE   |
|               | = COVERED AREA  |
| N.A.V.D. (88) | = NORTH AMERICAN VERTICAL DATUM (1988)                        |
| N.A.D. (27)   | = NORTH AMERICAN DATUM (1927)                                 |
| N.A.D. (83)   | = NORTH AMERICAN DATUM (1983)                                 |
| N.G.V.D.      | = NATIONAL GEODETIC VERTICAL DATUM (1929)                     |
| ----          | = CENTERLINE  |
| ----          | = PROPERTY LINE   |
|               | = 5/8" IRON ROD WITH PLASTIC CAP MARKED "MOTT LB 3608" SET    |
|               | = 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET |
|               | = IRON MARKER FOUND   |
|               | = 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET         |
|               | = 4"x4" CONCRETE MONUMENT FOUND                               |
|               | = 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET                |
|               | = NAIL & DISK FOUND   |
|               | = NAIL & DISK MARKED "LB 3608" SET                            |
|               | = POWER POLE  |
|               | = GUY ANCHOR  |
|               | = FIRE HYDRANT WITH VALVE ASSEMBLY                            |
|               | = WATER VALVE   |
|               | = WATER METER / REUSE METER                                   |
|               | = UNDERGROUND TELEPHONE CABLE PEDESTAL                        |
|               | = UNDERGROUND T.V. CABLE PEDESTAL                             |
|               | = UNDERGROUND ELECTRIC SERVICE                                |
|               | = SANITARY SEWER MANHOLE                                      |
|               | = SEWER CLEAN-OUT   |
|               | = STORM DRAIN MANHOLE   |
|               | = CONCRETE SIDEWALK   |

DRAWING NO: A15-0001 DRAWING NAME: PHASE THREE CONDO\_ALF.DWG

EXHIBIT A SHEET 3 OF 7

SCALE: NTS DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

REVISIONS  
A.  
B.  
C.

SEE SHEET 1, EXHIBIT A FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT A FOR CLIENT'S CERTIFICATION.

# Phase Three

## Line and Curve Tag Table

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| AL1        | 35.52'  | N 78°48'37" E |
| AL2        | 12.00'  | N 23°42'03" E |
| AL3        | 57.40'  | S 66°17'57" E |
| AL4        | 32.29'  | S 11°48'59" E |
| AL5        | 72.38'  | N 78°11'01" E |
| AL6        | 20.04'  | N 48°56'35" E |
| AL7        | 134.36' | N 68°44'20" E |
| AL8        | 48.10'  | N 36°04'36" W |
| AL9        | 69.00'  | S 57°20'48" W |
| AL10       | 13.30'  | N 75°08'40" E |
| AL11       | 87.41'  | N 11°11'23" W |
| AL12       | 138.98' | S 41°03'25" E |
| AL13       | 29.67'  | S 48°55'38" W |
| AL14       | 8.67'   | N 41°03'25" W |
| AL15       | 22.33'  | S 48°56'35" W |
| AL16       | 88.00'  | N 41°03'25" W |
| AL17       | 9.33'   | N 48°56'35" E |
| AL18       | 23.00'  | N 41°03'25" W |
| AL19       | 2.67'   | S 48°56'35" W |
| AL20       | 6.35'   | N 41°03'25" W |
| AL21       | 9.33'   | N 48°56'35" E |
| AL22       | 12.97'  | N 41°03'25" W |
| AL23       | 36.00'  | N 48°56'35" E |

| CURVE TABLE |         |           |         |         |               |
|-------------|---------|-----------|---------|---------|---------------|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| AC1         | 17.00'  | 37°19'04" | 11.07'  | 10.88'  | N 60°09'04" E |
| AC2         | 53.83'  | 34°44'43" | 32.64'  | 32.15'  | S 58°51'54" W |
| AC3         | 7.00'   | 52°32'12" | 6.42'   | 6.20'   | N 49°58'09" E |
| AC4         | 82.50'  | 21°29'38" | 30.95'  | 30.77'  | S 88°55'50" W |
| AC5         | 59.50'  | 50°44'04" | 52.69'  | 50.98'  | N 74°18'36" E |
| AC6         | 90.50'  | 19°47'46" | 31.27'  | 31.11'  | S 58°50'27" W |
| AC7         | 615.12' | 25°38'51" | 275.35' | 273.06' | N 05°54'38" W |
| AC8         | 533.71' | 35°57'08" | 334.90' | 329.43' | N 42°29'53" E |
| AC9         | 50.00'  | 22°49'00" | 19.91'  | 19.78'  | S 49°03'57" W |
| AC10        | 921.48' | 3°26'12"  | 55.27'  | 55.26'  | S 34°22'18" E |
| AC11        | 990.48' | 18°38'39" | 322.30' | 320.88' | S 23°19'53" E |

DRAWING NO: A15-0001    DRAWING NAME: PHASE THREE CONDO\_ALF.DWG

EXHIBIT A SHEET 4 OF 7

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

REVISIONS  
A.  
B.  
C.

SEE SHEET 1, EXHIBIT A FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT A FOR  
CLIENT'S CERTIFICATION.

# Phase Three

## Legal Description: By Surveyor (Phase Three)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 27°06'35"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along the arc of said curve an arc distance of 179.80 Feet; thence leaving said line run South 11°11'23" East, a distance of 397.30 Feet to the **POINT-OF-BEGINNING**; thence North 78°48'37" East, a distance of 35.52 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 17.00 Feet, and a central angle of 37°19'04"; thence Northeasterly along the arc of said curve an arc distance of 11.07 Feet to the point of reverse curvature of a circular curve concave to the Southeast having a radius of 53.83 Feet, and a central angle of 34°44'43"; thence Northeasterly along the arc of said curve an arc distance of 32.64 Feet to the point of reverse curvature of a circular curve concave to the Northwest having a radius of 7.00 Feet, and a central angle of 52°32'12"; thence Northeasterly along the arc of said curve an arc distance of 6.42 Feet; thence North 23°42'03" East, a distance of 12.00 Feet; thence South 66°17'57" East, a distance of 57.40 Feet; thence South 11°48'59" East, a distance of 32.29 Feet; thence North 78°11'01" East, a distance of 72.38 Feet to the point of curvature of a circular curve concave to the South, having a radius of 82.50 Feet, and a central angle of 21°29'38"; thence Easterly along the arc of said curve an arc distance of 30.95 Feet to the point of reverse curvature of a circular curve concave to the North having a radius of 59.50 Feet, and a central angle of 50°44'04"; thence Easterly along the arc of said curve an arc distance of 52.69 Feet; thence North 48°56'35" East, a distance of 20.04 Feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 90.50 Feet, and a central angle of 19°47'46"; thence Northeasterly along the arc of said curve an arc distance of 31.27 Feet; thence North 68°44'20" East, a distance of 134.36 Feet to the point of curvature of a non tangent circular curve concave to the West, having a radius of 615.12 Feet, and a central angle of 25°38'51"; thence from a tangent bearing of South 18°44'04" East, run southerly along the arc of said curve an arc distance of 275.35 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 533.71 Feet, and a central angle of 35°57'08"; thence from a tangent bearing of South 24°31'19" West, run Southwesterly along the arc of said curve an arc distance of 334.90 Feet to the point of reverse curvature of a circular curve concave to the Southeast having a radius of 50.00 Feet, and a central angle of 22°49'00"; thence Southwesterly along the arc of said curve an arc distance of 19.91 Feet; thence North 36°04'36" West, a distance of 48.10 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 921.48 Feet, and a central angle of 03°26'12"; thence from a tangent bearing of North 36°05'23" West, run Northwesterly along the arc of said curve an arc distance of 55.27 Feet; thence South 57°20'48" West, a distance of 69.00 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 990.48 Feet, and a central angle of 18°38'39"; thence from a tangent bearing of North 32°39'12" West, run Northwesterly along the arc of said curve an arc distance of 322.30 Feet; thence North 75°08'40" East, a distance of 13.30 Feet; thence North 11°11'23" West, a distance of 87.41 Feet to the **POINT-OF-BEGINNING**.  
Containing 3.91 Acres of land more or less.

**LESS AND EXCEPT THE FOLLOWING (PHASE FOUR): CONTINUED ON NEXT SHEET**

DRAWING NO: A15-0001      DRAWING NAME: PHASE THREE CONDO\_ALF.DWG

EXHIBIT A SHEET 5 OF 7

SCALE: NTS      DWN BY: T.B.      CHD BY: J.M.M.      PROJECT # 2130012

REVISIONS  
A.  
B.  
C.

SEE SHEET 1, EXHIBIT A FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT A FOR  
CLIENT'S CERTIFICATION.

# Phase Three

## Legal Description Continued

**CONTINUED FROM PREVIOUS SHEET:**

**LESS AND EXCEPT THE FOLLOWING (PHASE FOUR):**

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 86.01 Feet; thence leaving said North line run thence South 00°57'16" East, a distance of 530.76 Feet to the **POINT-OF-BEGINNING**; thence South 41°03'25" East, a distance of 138.98 Feet; thence South 48°55'38" West, a distance of 29.67 Feet; thence North 41°03'25" West, a distance of 8.67 Feet; thence South 48°56'35" West, a distance of 22.33 Feet; thence North 41°03'25" West, a distance of 88.00 Feet; thence North 48°56'35" East, a distance of 9.33 Feet; thence North 41°03'25" West, a distance of 23.00 Feet; thence South 48°56'35" West, a distance of 2.67 Feet; thence North 41°03'25" West, a distance of 6.35 Feet; thence North 48°56'35" East, a distance of 9.33 Feet; thence North 41°03'25" West, a distance of 12.97 Feet; thence North 48°56'35" East, a distance of 36.00 Feet to the **POINT-OF-BEGINNING**.

Containing 0.15 Acres of land more or less.

DRAWING NO: A15-0001 | DRAWING NAME: PHASE THREE CONDO\_ALF.DWG

EXHIBIT A SHEET 6 OF 7

SCALE: NTS | DWN.BY: T.B. | CHD.BY: J.M.M. | PROJECT # 2130012

REVISIONS  
A.  
B.  
C.

SEE SHEET 1, EXHIBIT A FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT A FOR  
CLIENT'S CERTIFICATION.



**Exhibit "B"**  
**to**  
**Fourth Amendment to**  
**Declaration of Condominium for**  
**Brevard Medical City, a Commercial Condominium**

# Surveyor's Certificate

Phase Four

FOR

BREVARD MEDICAL CITY, PHASE 4  
A COMMERCIAL CONDOMINIUM

State of Florida  
County of Brevard

I, Jonathan M. Mott, of Brevard County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 5060, authorized and licensed to practice in the state of Florida, and that the proposed improvements of BREVARD MEDICAL CITY, PHASE FOUR, a commercial condominium, can be constructed so that the attached survey, plot plan, and graphic description of improvements, together with the provisions of the declaration of condominium describing the condominium property, present an accurate representation of the location and dimensions of the proposed improvements consisting of one (1) building and that the identification, location, and dimensions of the Building can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, the Building and the proposed facilities serving the Building, can be constructed.

In witness whereof, I have hereto set my hand and official seal, this 26 day of July 2016. A.D.

William Mott Land Surveying, Inc.

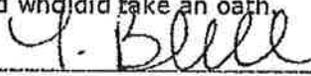
By:



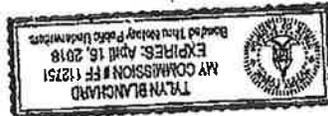
Jonathan M. Mott, P.L.S.  
State of Florida No. 5060



This foregoing instrument was acknowledged before me this 26 day of July 2016 by Jonathan M. Mott who is personally known and who did take an oath.



Tylyn Blanchard  
Notary Public - State of Florida  
My Commission Expires April 15, 2018



|  |    |  |   |                                  |  |   |
|--|----|--|---|----------------------------------|--|---|
| DRAWING NO: A15-0002   |    | DRAWING NAME: PHASE FOUR CONDO_ALF.DWG |   | EXHIBIT B SHEET 1 OF 5           |  |   |
| SCALE: NTS   |    | DWN BY: T.B.                           |   | CHD BY: J.M.M. PROJECT # 2130012 |  |   |
| REVISIONS  | A. |  |   |                                  |  | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. |
|  | B. |  |   |                                  |  |   |
|  | C. |  |   |                                  |  |   |
| <b>CERTIFICATION</b>   |    |  |   |                                  |  |   |
| <small>I HEREBY CERTIFY THAT THE SURVEY &amp; SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 172.022 OF THE FLORIDA STATUTES.</small> |    |  |   |                                  |  |   |
| SIGNING DATE: 07/22/16   |    |  | JONATHAN M. MOTT, P.L.S.<br>FLA. CERT. NO. 5060 |                                  |  |   |
| <b>WILLIAM MOTT LAND SURVEYING INC.</b><br>EAGLE HARBOR DOWNTOWN<br>3600 W. EAU GALLIE BOULEVARD, SUITE 101<br>MELBOURNE, FLORIDA, 32934-3285<br>PHONE (321) 751-4444 LICENSED BUSINESS "3808"   |    |  |   |                                  |  |   |



# Phase Four

## Surveyor's Notes and Legend

**SURVEYOR'S NOTES:**

1. Easements and Rights-of-Way shown hereon only include those provided to the surveyor in Chicago Title Insurance Company Title Commitment Order No. 4909953, Effective date July 25, 2014. The surveyor has made no search of the Public Records for such.
2. Only open and notorious evidence of easements and Right-of-Way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.
3. Bearings hereon are based on the State Plane Coordinate System for Florida's East Zone. Said coordinate system yields a bearing of S 89°17'43" E for the South line of Southwest 1/4 of Southwest 1/4 of Section 18, Township 26 South, Range 37 East.
4. Type of survey: Boundary
5. This property is located in Federal Flood Zone X, areas determined to be outside the 0.2% annual chance flood plain, as shown on Flood Insurance Rate Map Community No. 125092, panel 0510, Suffix G, effective date: March 17, 2014 and revised by Letter of Map Revision dated November 13, 2014.
6. Use only property corners for construction of fences and other improvements.

**LEGEND:**

|   |  |   |
|---|--|---|
| <p>PC = POINT OF CURVATURE<br/>                 PT = POINT OF TANGENCY<br/>                 PI = POINT OF INTERSECTION<br/>                 PRC = POINT OF REVERSE CURVATURE<br/>                 RP = RADIUS POINT<br/>                 R/W = RIGHT-OF-WAY<br/>                 P.O.B. = POINT-OF-BEGINNING<br/>                 P.O.C. = POINT-OF-COMMENCEMENT<br/>                 EL = ELEVATION<br/>                 O.OO = SPOT ELEVATION<br/>                 PU&amp;DE = PUBLIC UTILITY AND DRAINAGE EASEMENT<br/>                 ESMT. = EASEMENT<br/>                 NTS = NOT TO SCALE<br/>                 TYP = TYPICAL<br/>                 L# = LINE TAG (SEE TAG TABLE)<br/>                 C# = CURVE TAG (SEE TAG TABLE)<br/>                 LCE = LIMITED COMMON ELEMENTS<br/>                 CE = COMMON ELEMENTS<br/>                 PCP = PERMANENT CONTROL POINT<br/>                 PRM = PERMANENT REFERENCE MONUMENT<br/>                 D = DELTA<br/>                 R = RADIUS<br/>                 A = ARC<br/>                 T = TANGENT<br/>                 CONC. = CONCRETE<br/>                 O.H.W. = OVERHEAD WIRE<br/>                 CBS = CONCRETE BLOCK &amp; STUCCO<br/>                 CH = CHORD<br/>                 SC&amp;G = 0.5" STANDARD CURB &amp; GUTTER<br/>                 C.B.S. = CONCRETE BLOCK STRUCTURE<br/>                 EOP = EDGE OF PAVEMENT<br/>                 COMM. = COMMERCIAL<br/>                 *-* = FENCE<br/>  = COVERED AREA</p> | <p>N.A.V.D. (88) = NORTH AMERICAN VERTICAL DATUM (1988)<br/>                 N.A.D. (27) = NORTH AMERICAN DATUM (1927)<br/>                 N.A.D. (83) = NORTH AMERICAN DATUM (1983)<br/>                 N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)<br/>                 --- = CENTERLINE<br/>                 - - - - = PROPERTY LINE</p> <p> = 5/8" IRON ROD WITH PLASTIC CAP MARKED "MOTT LB 3608" SET<br/>  = 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET<br/>  = IRON MARKER FOUND<br/>  = 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET<br/>  = 4"x4" CONCRETE MONUMENT FOUND<br/>  = 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET<br/>  = NAIL &amp; DISK FOUND<br/>  = NAIL &amp; DISK MARKED "LB 3608" SET<br/>  = POWER POLE<br/>  = GUY ANCHOR<br/>  = FIRE HYDRANT WITH VALVE ASSEMBLY<br/>  = WATER VALVE<br/>  = WATER METER / REUSE METER<br/>  = UNDERGROUND TELEPHONE CABLE PEDESTAL<br/>  = UNDERGROUND T.V. CABLE PEDESTAL<br/>  = UNDERGROUND ELECTRIC SERVICE<br/>  = SANITARY SEWER MANHOLE<br/>  = SEWER CLEAN-OUT<br/>  = STORM DRAIN MANHOLE</p> | <p>CE = COMMON ELEMENT<br/>  = CONCRETE SIDEWALK</p> |
|---|--|---|

DRAWING NO: A15-0002      DRAWING NAME: PHASE FOUR CONDO\_ALF.DWG

EXHIBIT B SHEET 3 OF 5

SCALE: NTS      OWN.BY: T.B.      CHD.BY: J.M.M.      PROJECT # 2130012

REVISIONS  
 A.  
 B.  
 C.

SEE SHEET 1, EXHIBIT A FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT A FOR CLIENT'S CERTIFICATION.

# Phase Four

## Legal Description: By Surveyor (Phase Four)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 86.01 Feet; thence leaving said North line run thence South 00°57'16" East, a distance of 530.76 Feet to the **POINT-OF-BEGINNING**; thence South 41°03'25" East, a distance of 138.98 Feet; thence South 48°55'38" West, a distance of 29.67 Feet; thence North 41°03'25" West, a distance of 8.67 Feet; thence South 48°56'35" West, a distance of 22.33 Feet; thence North 41°03'25" West, a distance of 88.00 Feet; thence North 48°56'35" East, a distance of 9.33 Feet; thence North 41°03'25" West, a distance of 23.00 Feet; thence South 48°56'35" West, a distance of 2.67 Feet; thence North 41°03'25" West, a distance of 6.35 Feet; thence North 48°56'35" East, a distance of 9.33 Feet; thence North 41°03'25" West, a distance of 12.97 Feet; thence North 48°56'35" East, a distance of 36.00 Feet to the **POINT-OF-BEGINNING**.

Containing 0.15 Acres of land more or less.

Line Tag Table

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| BL12       | 138.98' | S 41°03'25" E |
| BL13       | 29.67'  | S 48°55'38" W |
| BL14       | 8.67'   | N 41°03'25" W |
| BL15       | 22.33'  | S 48°56'35" W |
| BL16       | 88.00'  | N 41°03'25" W |
| BL17       | 9.33'   | N 48°56'35" E |
| BL18       | 23.00'  | N 41°03'25" W |
| BL19       | 2.67'   | S 48°56'35" W |
| BL20       | 6.35'   | N 41°03'25" W |
| BL21       | 9.33'   | N 48°56'35" E |
| BL22       | 12.97'  | N 41°03'25" W |
| BL23       | 36.00'  | N 48°56'35" E |

DRAWING NO: A15-0002    DRAWING NAME: PHASE FOUR CONDO\_ALF.DWG

EXHIBIT B SHEET 4 OF 5

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

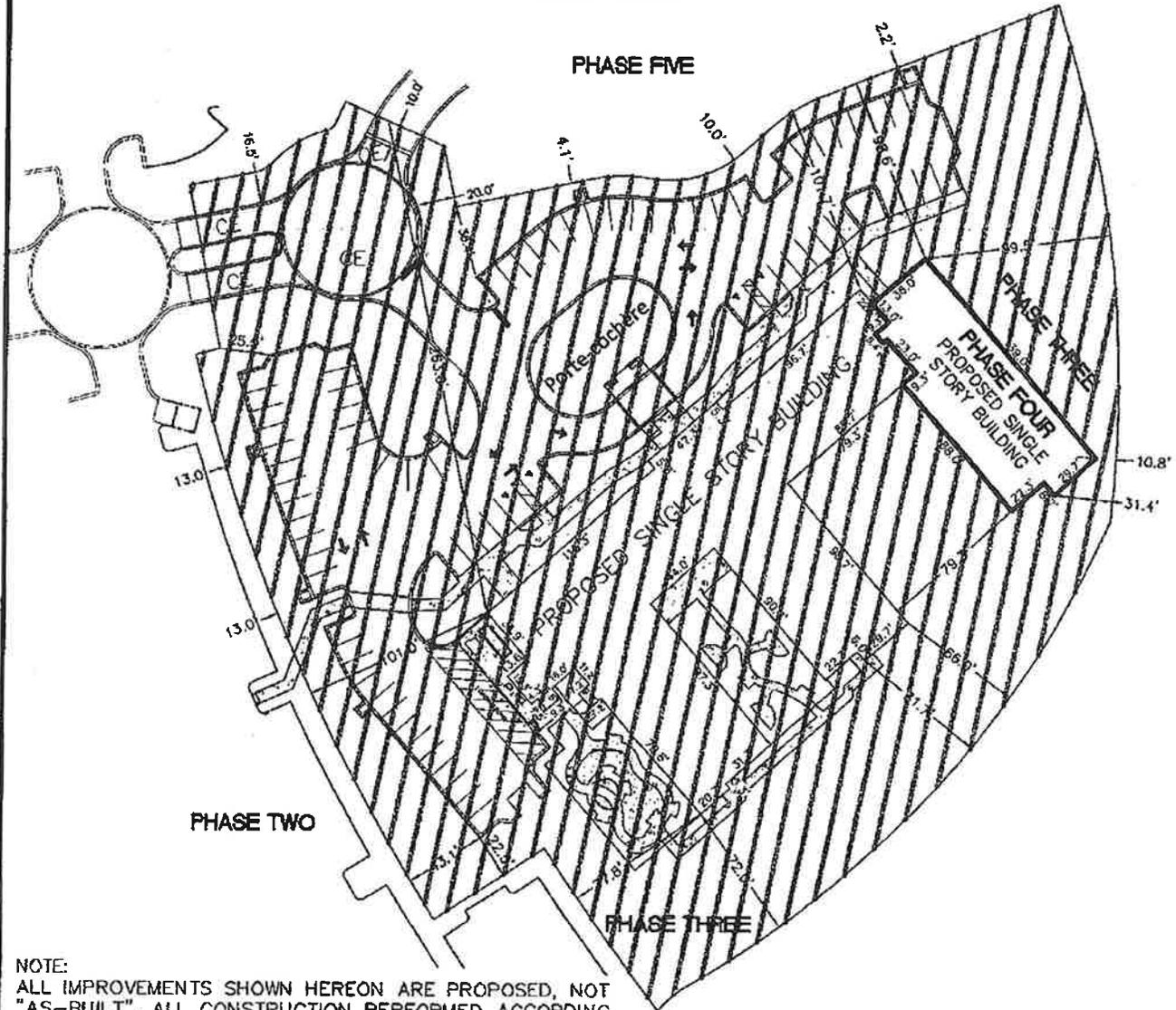
|           |    |
|-----------|----|
| REVISIONS | A. |
| B.        |    |
| C.        |    |

SEE SHEET 1, EXHIBIT A FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT A FOR  
CLIENT'S CERTIFICATION.

# Phase Four, Unit E

## Plot Plan



NOTE:  
 ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, NOT "AS-BUILT". ALL CONSTRUCTION PERFORMED ACCORDING TO THE INFORMATION SHOWN HEREON IS SUBJECT TO FIRST BEING APPROVED BY THE APPLICABLE AUTHORIZING AGENCIES. THE CLIENT IS RESPONSIBLE FOR COMPARING THE INFORMATION AS SHOWN HEREON WITH THE FINAL "APPROVED FOR CONSTRUCTION" PLANS BEFORE ANY LAYOUT WORK IS PERFORMED.

DRAWING NO: A15-0002 | DRAWING NAME: PHASE FOUR CONDO\_ALF.DWG

EXHIBIT B SHEET 5 OF 5

SCALE: NTS | DWN.BY: T.B. | CHD.BY: J.M.M. | PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT A FOR SURVEYOR'S CERTIFICATION.  
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
 EXHIBIT A FOR CLIENT'S CERTIFICATION.

George A. Pincus, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
200 East Las Olas Boulevard  
Suite 2100  
Ft. Lauderdale, Florida 33301

Property Appraiser Identification No: 26-36-13-77-2

NOTE: Preparer has not examined title and does not hereby represent the current status of same or accuracy thereof.

\*\*\*QUIT CLAIM DEED\*\*\*

THIS QUIT CLAIM DEED made this 1st day of August, 2018, by IMPERIAL SOUTH, INC., a Florida corporation (the "Grantor"), whose post office address is c/o Imperial Sterling, Ltd., 287 Bowman Avenue, 2<sup>nd</sup> Floor, Suite 222, Purchase, NY 10577 to BREVARD MEDICAL CITY, LLC, a Florida limited liability company (the "Grantee"), whose post office address is 6619 N. Wickham Road, Melbourne, FL 32940. The terms "Grantor" and "Grantee" in this instrument includes the respective successors and assigns of said parties.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, the receipt, adequacy, and sufficiency whereof are hereby acknowledged, does hereby remise, convey and forever quit claim unto the Grantee all right, title, interest and demand that Grantor has in and to without representations, warranties or covenants Grantor's interest, if any, in the real property (the "Property") lying and being in Brevard County, Florida, as described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining to the Property, provided that nothing contained herein shall be deemed to reimpose same.

TOGETHER with all of the Grantor's right, title and interest in and to all strips and gores, any existing or proposed streets, roadways, alleys and/or adjacent rights of way and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use and benefit of Grantee forever.

The Property is transferred and conveyed in its "AS-IS" "WHERE-IS" physical condition, without warranty whatsoever."

**[SIGNATURE ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be executed on the day and year first above written.

SIGNED AND SEALED IN THE PRESENCE OF:

GRANTOR:

IMPERIAL SOUTH, INC., a Florida corporation

Julie Levy  
Print: Julie Levy

By: [Signature]  
Name: Jerrold G. Levy  
Title: President

M. Robinson  
Print: M. Robinson

(CORPORATE SEAL)

**ACKNOWLEDGMENT**

STATE OF New York )

COUNTY OF WESTCHESTER )

The foregoing instrument was before me this 26<sup>th</sup> day of July, 2018, by Jerrold G. Levy, as President of Imperial South, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or presented a \_\_\_\_\_ driver's license as identification.

Notary Stamp/Seal:

JEFFREY P. JARDINE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01JA6035216  
Qualified in Westchester County  
My Commission Expires January 31, 2022

Notary Signature: [Signature]  
Notary Print: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_

My Commission Expires: 1/31/22

EXHIBIT "A"

"The Property"

LEGAL DESCRIPTION: (By Surveyor)

A portion of Parcel 3, as described in Official Records Book 2899, Page 1573 of the Public Records of Brevard County, Florida, also being a portion of Parcel 2, CORPLEX, according to the plat there, as recorded in Plat Book 34, Page 22, said Public Records and lying in Section 13, Township 26 South, Range 36 East, said Brevard County and being more particularly described as follows:

Beginning at the Southeast corner of said Parcel 2, CORPLEX, said point also being the Southeast corner of said Parcel 3, for the POINT-OF-BEGINNING of the herein described parcel of land; thence South  $89^{\circ}02'44''$  West, along the South line of said Parcel 2 and 3 a distance of 393.41 Feet to the West line of said Parcel 2, said point being the point of curvature of a non-tangent circular curve concave to the West, having a radius of 380.00 Feet, and a central angle of  $58^{\circ}06'12''$ ; thence from a tangent bearing of North  $42^{\circ}45'04''$  East, run Northerly along the said West line of Parcel 2 and the arc of said curve, an arc distance of 385.36 Feet to the South line of lands described in Official Records Book 3282, Page 3845; thence leaving said West line run North  $71^{\circ}40'08''$  East, along said South line, a distance of 175.98 Feet to the East line of said Parcels 2 and 3; thence South  $18^{\circ}49'42''$  East, along said east line, also being the West right-of-way line of the Florida East Coast Railroad (100' wide right-of-way) a distance of 430.38 Feet to the POINT-OF-BEGINNING.  
Containing 2.208 Acres of land more or less.

Creates this 3rd

Prepared by and return to:

Dale A. Dettmer, Esq.  
Krasny and Dettmer  
304 South Harbor City Boulevard  
Melbourne, FL 32901

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

**THIS FOURTH AMENDMENT** made this 26th day of July, 2016 by **BREVARD MEDICAL CITY, LLC**, a Florida limited liability company ("Developer"), does hereby amend the Declaration of Condominium for Brevard Medical City, formerly Suntree Viera Professional Park, a commercial condominium, as same is recorded in Official Records Book 7223, Page 2347, as amended by that certain First Amendment to Declaration of Condominium for Suntree Viera Professional Park as same is recorded in Official Records Book 7231, Page 717, as amended by that certain Second Amendment to Declaration of Condominium for Brevard Medical City as same is recorded in Official Records Book 7289, Page 2711, and as amended by that certain Third Amendment to Declaration of Condominium for Brevard Medical City as same is recorded in Official Records Book 7362, Page 2312, all of the Public Records of Brevard County, Florida (collectively, the "Declaration") to add Phases Three and Four (as same are defined in the Declaration) to the Condominium Property.

1. The legal description of Phase Three of the land hereby submitted to condominium ownership is set forth on Exhibit "A" attached hereto and made a part hereof, consisting of a survey of the land, a graphic description of Unit D and a plot plan thereof. Exhibit "A" together with this Declaration is sufficient in detail to identify the location and dimensions of the Common Elements and Unit D, which encompasses all of Phase Three. The drive aisle shown on Exhibit "A" and identified as "CE" is a common element of the condominium. All other drive lanes, parking areas and structures are part of Unit D.

2. The legal description of Phase Four of the land hereby submitted to condominium ownership is set forth on Exhibit "B" attached hereto and made a part hereof, consisting of a survey of the land, a graphic description of Unit E (which was incorrectly identified as Unit F on Sheet 3 of the Declaration) and a plot plan thereof. Exhibit "B" together with this Declaration is sufficient in detail to identify the location and dimensions of the Common Elements and Unit E, which encompasses all of Phase Four.

3. Section 26.0 of the Declaration is amended by the addition of the following provision:

Section 26.8 Notwithstanding any other provision of this Declaration, during such time as the U.S. Department of Housing and Urban Development ("HUD") is the holder or insurer of a mortgage on a Unit, the following provisions shall be applicable: (a) in the event of any conflict and to the extent that there is any inconsistency or ambiguity between the provisions of this Declaration and the HUD Program Obligations as defined in the Regulatory Agreement entered into by the Unit Owner and the U.S. Department of Housing and Urban Development (the "HUD Regulatory Agreement"), the HUD Program Obligations will be deemed to be controlling, and any such ambiguity or inconsistency will be resolved in favor of, and pursuant to the terms of the HUD Program Obligations; (b) no provision of this Declaration will have force or effect that requires an action to be taken that is contrary to the HUD Program Obligations; (c) no provision of this Declaration will have force or effect that prohibits an action to be taken that is required by the HUD Program Obligations; (d) enforcement of the covenants in this Declaration will not result in any claim against the Project, the HUD loan proceeds, any reserves or deposits required by HUD in connection with the HUD loan transaction, the rents or deposits or other income of the Unit, or the assets of the Unit Owner; (e) any obligations of the Unit Owner hereunder shall be limited to surplus cash as defined in the HUD Regulatory Agreement, or to available insurance proceeds, and no provisions providing for indemnification by a the Unit owner shall be enforceable against HUD; and (f) no amendment of this provision of this Declaration or the Articles and/or Bylaws of the condominium association shall have any force or effect without the prior written approval of HUD or the lender of the HUD-insured mortgage.

4. Upon recording of this instrument, the percentage ownership of the Common Elements and the allocation of common expenses appurtenant to each Unit shall be as set forth on Exhibit "H" to the Declaration.

5. All terms used in this instrument shall have the same definition and meaning as set forth in the Declaration of Condominium for Brevard Medical City, a commercial condominium, unless herein provided to the contrary, or unless the context requires otherwise.

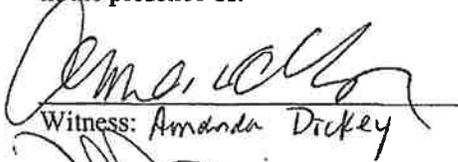
6. In all other respects not inconsistent with the above, the Declaration is hereby ratified, confirmed, re-executed and republished in its entirety.

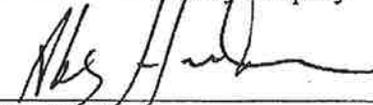
IN WITNESS WHEREOF, the parties have caused their seals and signatures to be affixed this 26 day of July, 2016.

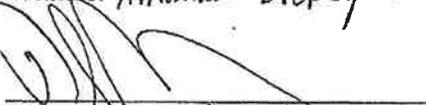
**DEVELOPER:**

Signed, sealed and delivered  
in the presence of:

**BREVARD MEDICAL CITY LLC, a**  
a Florida limited liability company

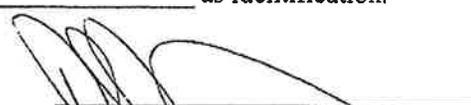
  
Witness: Amanda Dickey

By:   
Abe Hardoon, Manager

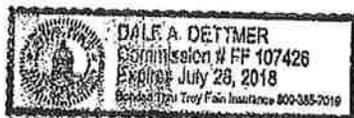
  
Witness: Dale A. Dettmer

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 26 day of July, 2016, by Abe Hardoon, 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: 7-28-2018



**Exhibit "A"**  
**to**  
**Fourth Amendment to**  
**Declaration of Condominium for**  
**Brevard Medical City, a Commercial Condominium**

# Surveyor's Certificate

Phase Three

FOR

BREVARD MEDICAL CITY, PHASE 3  
A COMMERCIAL CONDOMINIUM

State of Florida  
County of Brevard

I, Jonathan M. Mott, of Brevard County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 5060, authorized and licensed to practice in the state of Florida, and that the proposed improvements of BREVARD MEDICAL CITY, PHASE THREE, a commercial condominium, can be constructed so that the attached survey, plot plan, and graphic description of improvements, together with the provisions of the declaration of condominium describing the condominium property, present an accurate representation of the location and dimensions of the proposed improvements consisting of one (1) building and related proposed parking, drive aisles, landscaping and that the identification, location, and dimensions of the Building and the proposed related improvements can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, parking, drive aisles and access the Building and the proposed facilities serving the Building, can be constructed.

In witness whereof, I have hereto set my hand and official seal, this 26 day of July 2016. A.D.

William Mott Land Surveying, Inc.

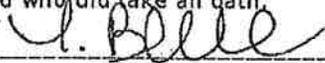
By:



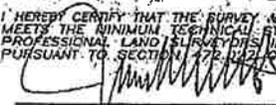
Jonathan M. Mott, P.L.S.  
State of Florida No. 5060

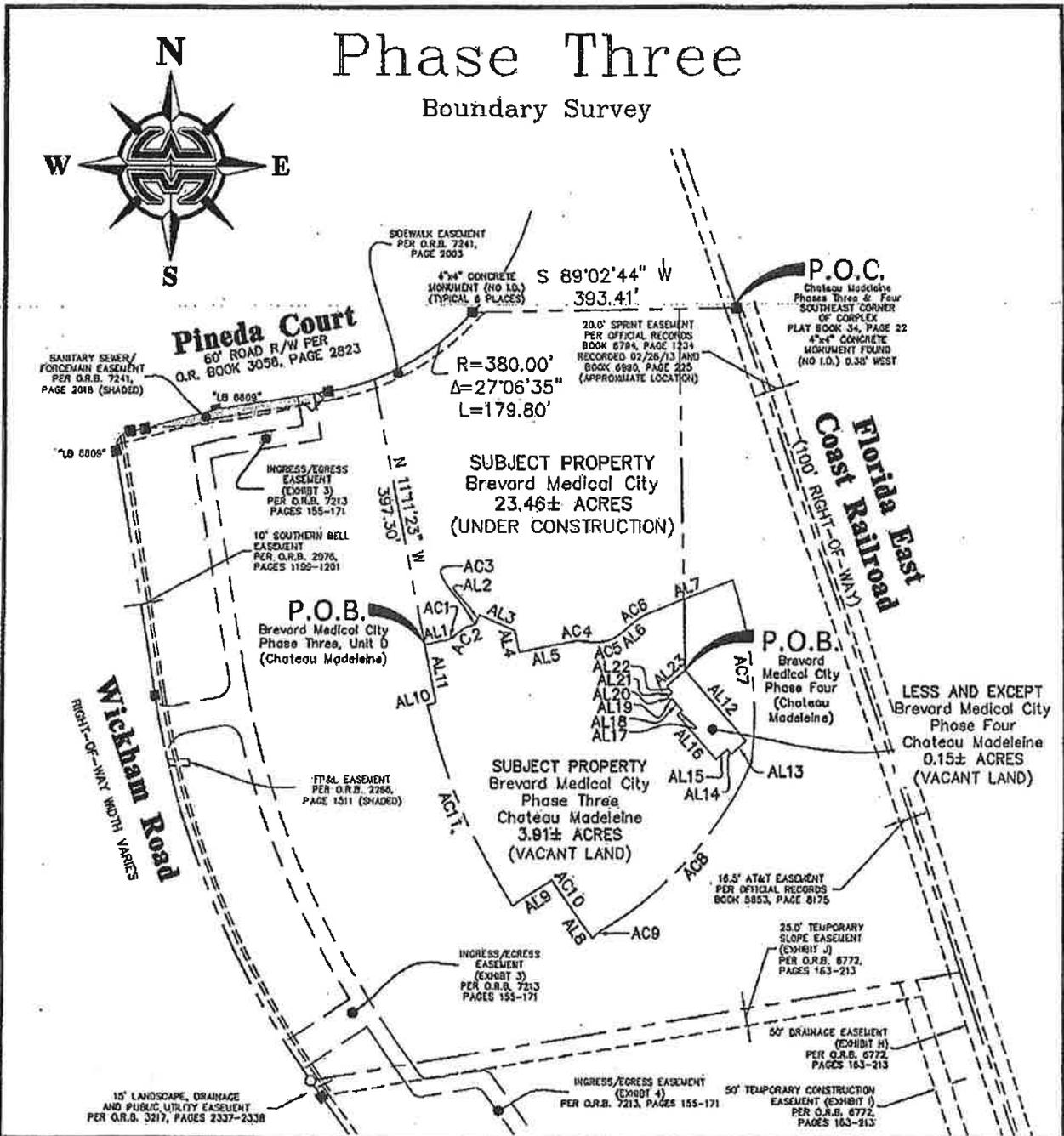


This foregoing instrument was acknowledged before me this 26 day of July, 2016 by Jonathan M. Mott who is personally known and who did take an oath.

  
Tilyn Blanchard  
Notary Public - State of Florida  
My Commission Expires April 15, 2018



|   |              |   |                   |   |
|---|--------------|---|-------------------|---|
| DRAWING NO: A15-0001  |              | DRAWING NAME: PHASE THREE CONDO_ALF.DWG |                   | EXHIBIT A SHEET 1 OF 7  |
| SCALE: NTS  | OWN BY: J.B. | CHD BY: J.M.M.                          | PROJECT # 2130012 | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. |
| REVISIONS   | A.           | B.                                      | C.                |   |
| <p><b>CERTIFICATION</b></p> <p>I HEREBY CERTIFY THAT THE SURVEY &amp; SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.042 OF THE FLORIDA STATUTES.</p> <p><br/>JONATHAN M. MOTT, P.L.S.<br/>SIGNING DATE: 07/22/16<br/>FLA. CERT. NO. 5060</p> |              |   |                   |   |
| <p><b>CERTIFIED TO:</b><br/>Brevard Medical City ALF, LLC<br/>and Brevard Medical City, LLC</p> <p> <b>WILLIAM MOTT LAND SURVEYING INC.</b><br/>EAGLE HARBOR DOWNTOWN<br/>3800 W. EAU GALLE BOULEVARD, SUITE 101<br/>MELBOURNE, FLORIDA, 32834-3285<br/>PHONE (321) 751-4444 LICENSED BUSINESS "3008"</p>  |              |   |                   |   |



|  |              |   |                   |   |  |
|--|--------------|---|-------------------|---|--|
| DRAWING NO: A15-0001   |              | DRAWING NAME: PHASE THREE CONDO_ALF.DWG |                   | EXHIBIT A SHEET 2 OF 7  |  |
| SCALE: NTS   | DWN BY: J.B. | CHD BY: J.M.M.                          | PROJECT # 2130012 | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. |  |
| REVISIONS  |              |   |                   | CERTIFIED TO:<br>Brevard Medical City ALF, LLC<br>and Brevard Medical City, LLC   |  |
| A.   |              |   |                   | <b>WILLIAM MOTT LAND SURVEYING INC.</b><br>EAGLE HARBOR DOWNTOWN<br>3800 W. EAU GALLE BOULEVARD, SUITE 101<br>MELBOURNE, FLORIDA, 32934-3285<br>PHONE (321) 751-4444 LICENSED BUSINESS "3806"   |  |
| B.   |              |   |                   |   |  |
| C.   |              |   |                   |   |  |
| <p align="center"><b>CERTIFICATION</b></p> <p>I HEREBY CERTIFY THAT THE SURVEY &amp; SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.02(2) OF THE FLORIDA STATUTES.</p> <p align="center"> <br/>                 JONATHAN M. MOTT, P.L.S.<br/>                 SIGNING DATE: 07/22/16<br/>                 FLA. CERT. NO.5060             </p> |              |   |                   |   |  |

# Phase Three

## Surveyor's Notes and Legend

**SURVEYOR'S NOTES:**

1. Easements and Rights-of-Way shown hereon only include those provided to the surveyor in Chicago Title Insurance Company Title Commitment Order No. 4909953, Effective date July 25, 2014. The surveyor has made no search of the Public Records for such.
2. Only open and notorious evidence of easements and Right-of-Way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.
3. Bearings hereon are based on the State Plane Coordinate System for Florida's East Zone. Said coordinate system yields a bearing of S 89°17'43" E for the South line of Southwest 1/4 of Southwest 1/4 of Section 18, Township 26 South, Range 37 East.
4. Type of survey: Boundary
5. This property is located in Federal Flood Zone X, areas determined to be outside the 0.2% annual chance flood plain, as shown on Flood Insurance Rate Map Community No. 125092, panel 0510, Suffix G, effective date: March 17, 2014 and revised by Letter of Map Revision dated November 13, 2014.
6. Use only property corners for construction of fences and other improvements.

**LEGEND:**

|        |  |               |   |
|--------|--|---------------|---|
| PC     | = POINT OF CURVATURE                   | N.A.V.D. (88) | = NORTH AMERICAN VERTICAL DATUM (1988)                        |
| PT     | = POINT OF TANGENCY                    | N.A.D. (27)   | = NORTH AMERICAN DATUM (1927)                                 |
| PI     | = POINT OF INTERSECTION                | N.A.D. (83)   | = NORTH AMERICAN DATUM (1983)                                 |
| PRC    | = POINT OF REVERSE CURVATURE           | N.G.V.D.      | = NATIONAL GEODETIC VERTICAL DATUM (1929)                     |
| RP     | = RADIUS POINT                         | ----          | = CENTERLINE  |
| R/W    | = RIGHT-OF-WAY                         | ----          | = PROPERTY LINE   |
| P.O.B. | = POINT-OF-BEGINNING                   | ⊙             | = 5/8" IRON ROD WITH PLASTIC CAP MARKED "MOTT LB 3608" SET    |
| P.O.C. | = POINT-OF-COMMENCEMENT                | ⊙             | = 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET |
| EL     | = ELEVATION                            | ●             | = IRON MARKER FOUND   |
| 0.00   | = SPOT ELEVATION                       | ○             | = 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET         |
| PU&DE  | = PUBLIC UTILITY AND DRAINAGE EASEMENT | ■             | = 4"x4" CONCRETE MONUMENT FOUND                               |
| ESMT.  | = EASEMENT                             | □             | = 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET                |
| NTS    | = NOT TO SCALE                         | ▲             | = NAIL & DISK FOUND   |
| TYP    | = TYPICAL                              | ▲             | = NAIL & DISK MARKED "LB 3608" SET                            |
| L/T    | = LINE TAG (SEE TAG TABLE)             | ⬇             | = POWER POLE  |
| C/T    | = CURVE TAG (SEE TAG TABLE)            | ⬆             | = GUY ANCHOR  |
| LCE    | = LIMITED COMMON ELEMENTS              | ⬆             | = FIRE HYDRANT WITH VALVE ASSEMBLY                            |
| CE     | = COMMON ELEMENTS                      | ⬆             | = WATER VALVE   |
| PCP    | = PERMANENT CONTROL POINT              | ⊙             | = WATER METER / REUSE METER                                   |
| PRM    | = PERMANENT REFERENCE MONUMENT         | ⊙             | = UNDERGROUND TELEPHONE CABLE PEDESTAL                        |
| D      | = DELTA                                | ⊙             | = UNDERGROUND T.V. CABLE PEDESTAL                             |
| R      | = RADIUS                               | ⊙             | = UNDERGROUND ELECTRIC SERVICE                                |
| A      | = ARC                                  | ⊙             | = SANITARY SEWER MANHOLE                                      |
| T      | = TANGENT                              | ⊙             | = SEWER CLEAN-OUT   |
| CONC.  | = CONCRETE                             | ⊙             | = STORM DRAIN MANHOLE   |
| O.H.W. | = OVERHEAD WIRE                        | ⊙             | = CONCRETE SIDEWALK   |
| CBS    | = CONCRETE BLOCK & STUCCO              | ⊙             |   |
| CH     | = CHORD                                | ⊙             |   |
| SC&G   | = 0.5" STANDARD CURB & GUTTER          | ⊙             |   |
| C.B.S. | = CONCRETE BLOCK STRUCTURE             | ⊙             |   |
| EOP    | = EDGE OF PAVEMENT                     | ⊙             |   |
| COMM.  | = COMMERCIAL                           | ⊙             |   |
| * * *  | = FENCE                                | ⊙             |   |
| ⊠      | = COVERED AREA                         | ⊙             |   |

DRAWING NO: A15-0001 DRAWING NAME: PHASE THREE CONDO\_ALF.DWG

EXHIBIT A SHEET 3 OF 7

SCALE: NTS DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT A FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT A FOR CLIENT'S CERTIFICATION.

# Phase Three

## Line and Curve Tag Table

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| AL1        | 35.52'  | N 78°48'37" E |
| AL2        | 12.00'  | N 23°42'03" E |
| AL3        | 57.40'  | S 66°17'57" E |
| AL4        | 32.29'  | S 11°48'59" E |
| AL5        | 72.38'  | N 78°11'01" E |
| AL6        | 20.04'  | N 48°56'35" E |
| AL7        | 134.36' | N 68°44'20" E |
| AL8        | 48.10'  | N 36°04'36" W |
| AL9        | 69.00'  | S 57°20'48" W |
| AL10       | 13.30'  | N 75°08'40" E |
| AL11       | 87.41'  | N 11°11'23" W |
| AL12       | 138.98' | S 41°03'25" E |
| AL13       | 29.67'  | S 48°55'38" W |
| AL14       | 8.67'   | N 41°03'25" W |
| AL15       | 22.33'  | S 48°56'35" W |
| AL16       | 88.00'  | N 41°03'25" W |
| AL17       | 9.33'   | N 48°56'35" E |
| AL18       | 23.00'  | N 41°03'25" W |
| AL19       | 2.67'   | S 48°56'35" W |
| AL20       | 6.35'   | N 41°03'25" W |
| AL21       | 9.33'   | N 48°56'35" E |
| AL22       | 12.97'  | N 41°03'25" W |
| AL23       | 36.00'  | N 48°56'35" E |

| CURVE TABLE |         |           |         |         |               |
|-------------|---------|-----------|---------|---------|---------------|
| CURVE       | RADIUS  | DELTA     | LENGTH  | CHORD   | CHORD BEARING |
| AC1         | 17.00'  | 37°19'04" | 11.07'  | 10.88'  | N 60°09'04" E |
| AC2         | 53.83'  | 34°44'43" | 32.64'  | 32.15'  | S 58°51'54" W |
| AC3         | 7.00'   | 52°32'12" | 6.42'   | 6.20'   | N 49°58'09" E |
| AC4         | 82.50'  | 21°29'38" | 30.95'  | 30.77'  | S 88°55'50" W |
| AC5         | 59.50'  | 50°44'04" | 52.69'  | 50.98'  | N 74°18'36" E |
| AC6         | 90.50'  | 19°47'46" | 31.27'  | 31.11'  | S 58°50'27" W |
| AC7         | 615.12' | 25°38'51" | 275.35' | 273.06' | N 05°54'38" W |
| AC8         | 533.71' | 35°57'08" | 334.90' | 329.43' | N 42°29'53" E |
| AC9         | 50.00'  | 22°49'00" | 19.91'  | 19.78'  | S 49°03'57" W |
| AC10        | 921.48' | 3°26'12"  | 55.27'  | 55.26'  | S 34°22'18" E |
| AC11        | 990.48' | 18°38'39" | 322.30' | 320.88' | S 23°19'53" E |

DRAWING NO: A15-0001 DRAWING NAME: PHASE THREE CONDO\_ALF.DWG

EXHIBIT A SHEET 4 OF 7

SCALE: NTS DWN.BY:T.B. CHD.BY:J.M.M. PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT A FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT A FOR  
CLIENT'S CERTIFICATION.

# Phase Three

## Legal Description: By Surveyor (Phase Three)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Complex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 393.41 Feet to a point on the South Right-of-Way line of Pineda Court (a 60' Wide Road Right-of-Way) as recorded in Official Records Book 3056, Page 2823, also being the said Northerly line of said Official Records Book 6772, Pages 146-162, and the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 380.00 Feet, and a central angle of 27°06'35"; thence from a tangent bearing of South 42°45'04" West, run Southwesterly along the arc of said curve an arc distance of 179.80 Feet; thence leaving said line run South 11°11'23" East, a distance of 397.30 Feet to the **POINT-OF-BEGINNING**; thence North 78°48'37" East, a distance of 35.52 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 17.00 Feet, and a central angle of 37°19'04"; thence Northeasterly along the arc of said curve an arc distance of 11.07 Feet to the point of reverse curvature of a circular curve concave to the Southeast having a radius of 53.83 Feet, and a central angle of 34°44'43"; thence Northeasterly along the arc of said curve an arc distance of 32.64 Feet to the point of reverse curvature of a circular curve concave to the Northwest having a radius of 7.00 Feet, and a central angle of 52°32'12"; thence Northeasterly along the arc of said curve an arc distance of 6.42 Feet; thence North 23°42'03" East, a distance of 12.00 Feet; thence South 66°17'57" East, a distance of 57.40 Feet; thence South 11°48'59" East, a distance of 32.29 Feet; thence North 78°11'01" East, a distance of 72.38 Feet to the point of curvature of a circular curve concave to the South, having a radius of 82.50 Feet, and a central angle of 21°29'38"; thence Easterly along the arc of said curve an arc distance of 30.95 Feet to the point of reverse curvature of a circular curve concave to the North having a radius of 59.50 Feet, and a central angle of 50°44'04"; thence Easterly along the arc of said curve an arc distance of 52.69 Feet; thence North 48°56'35" East, a distance of 20.04 Feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 90.50 Feet, and a central angle of 19°47'46"; thence Northeasterly along the arc of said curve an arc distance of 31.27 Feet; thence North 68°44'20" East, a distance of 134.36 Feet to the point of curvature of a non tangent circular curve concave to the West, having a radius of 615.12 Feet, and a central angle of 25°38'51"; thence from a tangent bearing of South 18°44'04" East, run southerly along the arc of said curve an arc distance of 275.35 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 533.71 Feet, and a central angle of 35°57'08"; thence from a tangent bearing of South 24°31'19" West, run Southwesterly along the arc of said curve an arc distance of 334.90 Feet to the point of reverse curvature of a circular curve concave to the Southeast having a radius of 50.00 Feet, and a central angle of 22°49'00"; thence Southwesterly along the arc of said curve an arc distance of 19.91 Feet; thence North 36°04'36" West, a distance of 48.10 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 921.48 Feet, and a central angle of 03°26'12"; thence from a tangent bearing of North 36°05'23" West, run Northwesterly along the arc of said curve an arc distance of 55.27 Feet; thence South 57°20'48" West, a distance of 69.00 Feet to the point of curvature of a non tangent circular curve concave to the Northeast, having a radius of 990.48 Feet, and a central angle of 18°38'39"; thence from a tangent bearing of North 32°39'12" West, run Northwesterly along the arc of said curve an arc distance of 322.30 Feet; thence North 75°08'40" East, a distance of 13.30 Feet; thence North 11°11'23" West, a distance of 87.41 Feet to the **POINT-OF-BEGINNING**.  
Containing 3.91 Acres of land more or less.

**LESS AND EXCEPT THE FOLLOWING (PHASE FOUR): CONTINUED ON NEXT SHEET**

DRAWING NO: A15-0001    DRAWING NAME: PHASE THREE CONDO\_ALF.DWG

EXHIBIT A SHEET 5 OF 7

SCALE: NTS    DWN. BY: T.B.    CHD. BY: J.M.M.    PROJECT # 2130012

|           |    |
|-----------|----|
| REVISIONS | A. |
|           | B. |
|           | C. |

SEE SHEET 1, EXHIBIT A FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT A FOR  
CLIENT'S CERTIFICATION.

# Phase Three

## Legal Description Continued

**CONTINUED FROM PREVIOUS SHEET:**

**LESS AND EXCEPT THE FOLLOWING (PHASE FOUR):**

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 86.01 Feet; thence leaving said North line run thence South 00°57'16" East, a distance of 530.76 Feet to the **POINT-OF-BEGINNING**; thence South 41°03'25" East, a distance of 138.98 Feet; thence South 48°55'38" West, a distance of 29.67 Feet; thence North 41°03'25" West, a distance of 8.67 Feet; thence South 48°56'35" West, a distance of 22.33 Feet; thence North 41°03'25" West, a distance of 88.00 Feet; thence North 48°56'35" East, a distance of 9.33 Feet; thence North 41°03'25" West, a distance of 23.00 Feet; thence South 48°56'35" West, a distance of 2.67 Feet; thence North 41°03'25" West, a distance of 6.35 Feet; thence North 48°56'35" East, a distance of 9.33 Feet; thence North 41°03'25" West, a distance of 12.97 Feet; thence North 48°56'35" East, a distance of 36.00 Feet to the **POINT-OF-BEGINNING**.

Containing 0.15 Acres of land more or less.

DRAWING NO: A15-0001 | DRAWING NAME: PHASE THREE CONDO\_ALF.DWG

EXHIBIT A SHEET 6 OF 7

SCALE: NTS | DWN.BY: T.B. | CHD.BY: J.M.M. | PROJECT # 2130012

REVISIONS  
A.  
B.  
C.

SEE SHEET 1, EXHIBIT A FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT A FOR  
CLIENT'S CERTIFICATION.



**Exhibit "B"**  
**to**  
**Fourth Amendment to**  
**Declaration of Condominium for**  
**Brevard Medical City, a Commercial Condominium**

# Surveyor's Certificate

Phase Four

FOR

BREVARD MEDICAL CITY, PHASE 4  
A COMMERCIAL CONDOMINIUM

State of Florida  
County of Brevard

I, Jonathan M. Mott, of Brevard County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 5060, authorized and licensed to practice in the state of Florida, and that the proposed improvements of BREVARD MEDICAL CITY, PHASE FOUR, a commercial condominium, can be constructed so that the attached survey, plot plan, and graphic description of improvements, together with the provisions of the declaration of condominium describing the condominium property, present an accurate representation of the location and dimensions of the proposed improvements consisting of one (1) building and that the identification, location, and dimensions of the Building can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, the Building and the proposed facilities serving the Building, can be constructed.

In witness whereof, I have hereto set my hand and official seal, this 26 day of July 2016. A.D.

William Mott Land Surveying, Inc.

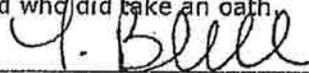
By:



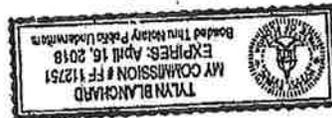
Jonathan M. Mott, P.L.S.  
State of Florida No. 5060

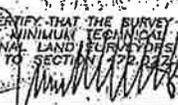


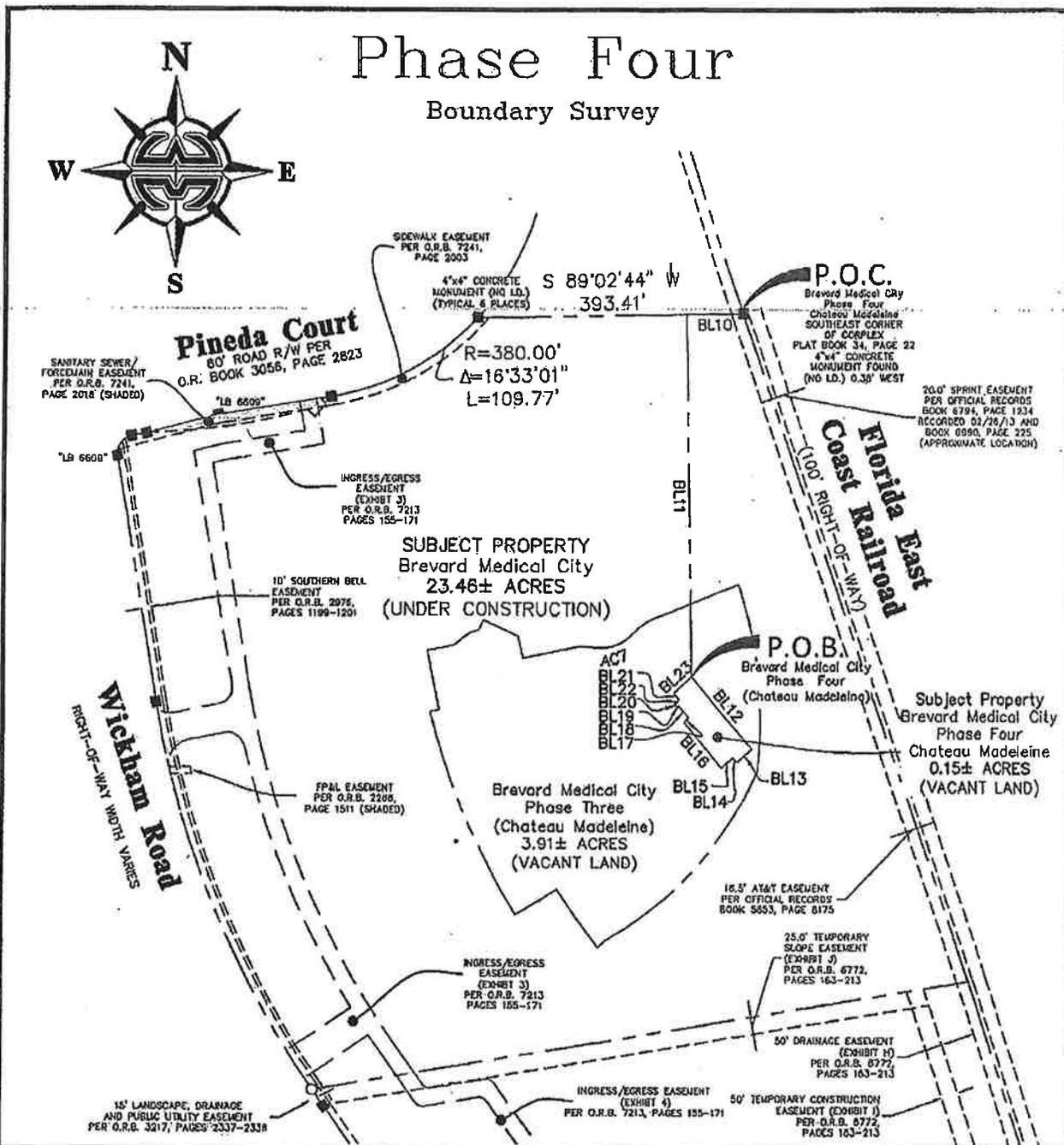
This foregoing instrument was acknowledged before me this 26 day of July 2016 by Jonathan M. Mott who is personally known and who did take an oath.



Tylyn Blanchard  
Notary Public - State of Florida  
My Commission Expires April 15, 2018



|  |              |  |                   |   |  |
|--|--------------|--|-------------------|---|--|
| DRAWING NO: A15-0002   |              | DRAWING NAME: PHASE FOUR CONDO_ALF.DWG |                   | EXHIBIT B SHEET 1 OF 5  |  |
| SCALE: NTS   | DWN BY: T.S. | CHD BY: J.M.M.                         | PROJECT # 2130012 | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. |  |
| REVISIONS  | A.           | B.                                     | C.                |   |  |
| <p><b>CERTIFICATION</b></p> <p>I HEREBY CERTIFY THAT THE SURVEY &amp; SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 179.042 OF THE FLORIDA STATUTES.</p> <p> JONATHAN M. MOTT, P.L.S.<br/>FLA. CERT. NO. 5060</p> <p>SIGNING DATE: 07/22/16</p> |              |  |                   |   |  |
| <p><b>CERTIFIED TO:</b></p> <p>Brevard Medical City ALF, LLC<br/>and Brevard Medical City, LLC</p> <p> <b>WILLIAM MOTT LAND SURVEYING INC.</b></p> <p>EAGLE HARBOR DOWNTOWN<br/>3600 W. EAU GALLE BOULEVARD, SUITE 101<br/>MELBOURNE, FLORIDA, 32834-3285<br/>PHONE (321) 751-4444 LICENSED BUSINESS 3105</p>   |              |  |                   |   |  |



|  |              |  |                   |   |  |
|--|--------------|--|-------------------|---|--|
| DRAWING NO: A15-0002   |              | DRAWING NAME: PHASE FOUR CONDO_ALF.DWG |                   | EXHIBIT B SHEET 2 OF 5  |  |
| SCALE: NTS   | DWN.BY: T.B. | CHD.BY: J.M.M.                         | PROJECT # 2130012 | THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. |  |
| REVISIONS  |              |  |                   |   |  |
| A.   |              |  |                   |   |  |
| B.   |              |  |                   | CERTIFIED TO:<br>Brevard Medical City ALF, LLC<br>and Brevard Medical City, LLC   |  |
| C.   |              |  |                   |   |  |
| <p align="center"><b>CERTIFICATION</b></p> <p>I HEREBY CERTIFY THAT THE SURVEY AND SKETCH WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 322.04(2) OF THE FLORIDA STATUTES.</p> <p align="right">JONATHAN M. MOTT, P.L.S.<br/>FLA. CERT. NO.5060</p> |              |  |                   | <p align="center"><b>WILLIAM MOTT LAND SURVEYING INC.</b></p> <p align="center">EAGLE HARBOR DOWNTOWN<br/>3800 W. EAU GALIE BOULEVARD, SUITE 101<br/>MELBOURNE, FLORIDA, 32934-3285<br/>PHONE (321) 751-4444</p> <p align="right">LICENSED BUSINESS "1608"</p>  |  |
| SIGNING DATE: 07/22/16   |              |  |                   |   |  |

# Phase Four

## Surveyor's Notes and Legend

**SURVEYOR'S NOTES:**

1. Easements and Rights-of-Way shown hereon only include those provided to the surveyor in Chicago Title Insurance Company Title Commitment Order No. 4909953, Effective date July 25, 2014. The surveyor has made no search of the Public Records for such.
2. Only open and notorious evidence of easements and Right-of-Way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.
3. Bearings hereon are based on the State Plane Coordinate System for Florida's East Zone. Said coordinate system yields a bearing of S 89°17'43" E for the South line of Southwest 1/4 of Southwest 1/4 of Section 18, Township 28 South, Range 37 East.
4. Type of survey: Boundary
5. This property is located in Federal Flood Zone X, areas determined to be outside the 0.2% annual chance flood plain, as shown on Flood Insurance Rate Map Community No. 125092, panel 0510, Suffix G, effective date: March 17, 2014 and revised by Letter of Map Revision dated November 13, 2014.
6. Use only property corners for construction of fences and other improvements.

|  |  |   |
|--|--|---|
| <b>LEGEND:</b>                               |  | N.A.V.D. (88) = NORTH AMERICAN VERTICAL DATUM (1988)            |
| PC = POINT OF CURVATURE                      |  | N.A.D. (27) = NORTH AMERICAN DATUM (1927)                       |
| PT = POINT OF TANGENCY                       |  | N.A.D. (83) = NORTH AMERICAN DATUM (1983)                       |
| PI = POINT OF INTERSECTION                   |  | N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)              |
| PRC = POINT OF REVERSE CURVATURE             |  | --- = CENTERLINE  |
| RP = RADIUS POINT                            |  | - - - - = PROPERTY LINE   |
| R/W = RIGHT-OF-WAY                           |  | ⊙ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "MOTT LB 3608" SET    |
| P.O.B. = POINT-OF-BEGINNING                  |  | ⊙ = 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET |
| P.O.C. = POINT-OF-COMMENCEMENT               |  | ● = IRON MARKER FOUND   |
| EL = ELEVATION                               |  | ○ = 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET         |
| 0.00 = SPOT ELEVATION                        |  | ■ = 4"x4" CONCRETE MONUMENT FOUND                               |
| PU&DE = PUBLIC UTILITY AND DRAINAGE EASEMENT |  | □ = 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET                |
| ESMT. = EASEMENT                             |  | ▲ = NAIL & DISK FOUND   |
| NTS = NOT TO SCALE                           |  | △ = NAIL & DISK MARKED "LB 3608" SET                            |
| TYP = TYPICAL                                |  | ⚡ = POWER POLE  |
| L/T = LINE TAG (SEE TAG TABLE)               |  | ⊕ = GUY ANCHOR  |
| C/T = CURVE TAG (SEE TAG TABLE)              |  | ⊕ = FIRE HYDRANT WITH VALVE ASSEMBLY                            |
| LCE = LIMITED COMMON ELEMENTS                |  | ⊕ = WATER VALVE   |
| CE = COMMON ELEMENTS                         |  | ⊕ / ⊕ = WATER METER / REUSE METER                               |
| PCP = PERMANENT CONTROL POINT                |  | ⊕ = UNDERGROUND TELEPHONE CABLE PEDESTAL                        |
| PRM = PERMANENT REFERENCE MONUMENT           |  | ⊕ = UNDERGROUND T.V. CABLE PEDESTAL                             |
| D = DELTA                                    |  | ⊕ = UNDERGROUND ELECTRIC SERVICE                                |
| R = RADIUS                                   |  | ⊕ = SANITARY SEWER MANHOLE                                      |
| A = ARC                                      |  | ⊕ = SEWER CLEAN-OUT   |
| T = TANGENT                                  |  | ⊕ = STORM DRAIN MANHOLE   |
| CONC. = CONCRETE                             |  |   |
| O.H.W. = OVERHEAD WIRE                       |  |   |
| CBS = CONCRETE BLOCK & STUCCO                |  |   |
| CH = CHORD                                   |  |   |
| SC&G = 0.5" STANDARD CURB & GUTTER           |  |   |
| C.B.S. = CONCRETE BLOCK STRUCTURE            |  |   |
| EOP = EDGE OF PAVEMENT                       |  |   |
| COMM. = COMMERCIAL                           |  |   |
| -*- = FENCE                                  |  |   |
| ⊠ = COVERED AREA                             |  |   |

|                      |              |  |                   |                        |  |
|----------------------|--------------|--|-------------------|------------------------|--|
| DRAWING NO: A15-0002 |              | DRAWING NAME: PHASE FOUR CONDO_ALF.DWG |                   | EXHIBIT B SHEET 3 OF 5 |  |
| SCALE: NTS           | DWN.BY: T.B. | CHD.BY: J.M.M.                         | PROJECT # 2130012 |                        |  |
| REVISIONS            | A.           |  |                   |                        |  |
|                      | B.           |  |                   |                        |  |
|                      | C.           |  |                   |                        |  |

SEE SHEET 1, EXHIBIT A FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT A FOR CLIENT'S CERTIFICATION.

# Phase Four

## Legal Description: By Surveyor (Phase Four)

A portion of lands described in Official Records Book 6772, Pages 146 through 162, as recorded in the Public Records of Brevard County, Florida. Said lands lying in Section 13, Township 26 South, Range 36 East, being more particularly described as follows:

Commence at the Southeast corner of Corplex, as recorded in Plat Book 34, Page 22, said Public Records of Brevard County, Florida; thence South 89°02'44" West along the North line of said Official Records Book 6772, Pages 146 through 162, of the said Public Records of Brevard County, Florida, a distance of 86.01 Feet; thence leaving said North line run thence South 00°57'16" East, a distance of 530.76 Feet to the **POINT-OF-BEGINNING**; thence South 41°03'25" East, a distance of 138.98 Feet; thence South 48°55'38" West, a distance of 29.67 Feet; thence North 41°03'25" West, a distance of 8.67 Feet; thence South 48°56'35" West, a distance of 22.33 Feet; thence North 41°03'25" West, a distance of 88.00 Feet; thence North 48°56'35" East, a distance of 9.33 Feet; thence North 41°03'25" West, a distance of 23.00 Feet; thence South 48°56'35" West, a distance of 2.67 Feet; thence North 41°03'25" West, a distance of 6.35 Feet; thence North 48°56'35" East, a distance of 9.33 Feet; thence North 41°03'25" West, a distance of 12.97 Feet; thence North 48°56'35" East, a distance of 36.00 Feet to the **POINT-OF-BEGINNING**.

Containing 0.15 Acres of land more or less.

Line Tag Table

| LINE TABLE |         |               |
|------------|---------|---------------|
| LINE       | LENGTH  | BEARING       |
| BL12       | 138.98' | S 41°03'25" E |
| BL13       | 29.67'  | S 48°55'38" W |
| BL14       | 8.67'   | N 41°03'25" W |
| BL15       | 22.33'  | S 48°56'35" W |
| BL16       | 88.00'  | N 41°03'25" W |
| BL17       | 9.33'   | N 48°56'35" E |
| BL18       | 23.00'  | N 41°03'25" W |
| BL19       | 2.67'   | S 48°56'35" W |
| BL20       | 6.35'   | N 41°03'25" W |
| BL21       | 9.33'   | N 48°56'35" E |
| BL22       | 12.97'  | N 41°03'25" W |
| BL23       | 36.00'  | N 48°56'35" E |

DRAWING NO: A15-0002    DRAWING NAME: PHASE FOUR CONDO\_ALF.DWG

EXHIBIT B SHEET 4 OF 5

SCALE: NTS    DWN.BY: T.B.    CHD.BY: J.M.M.    PROJECT # 2130012

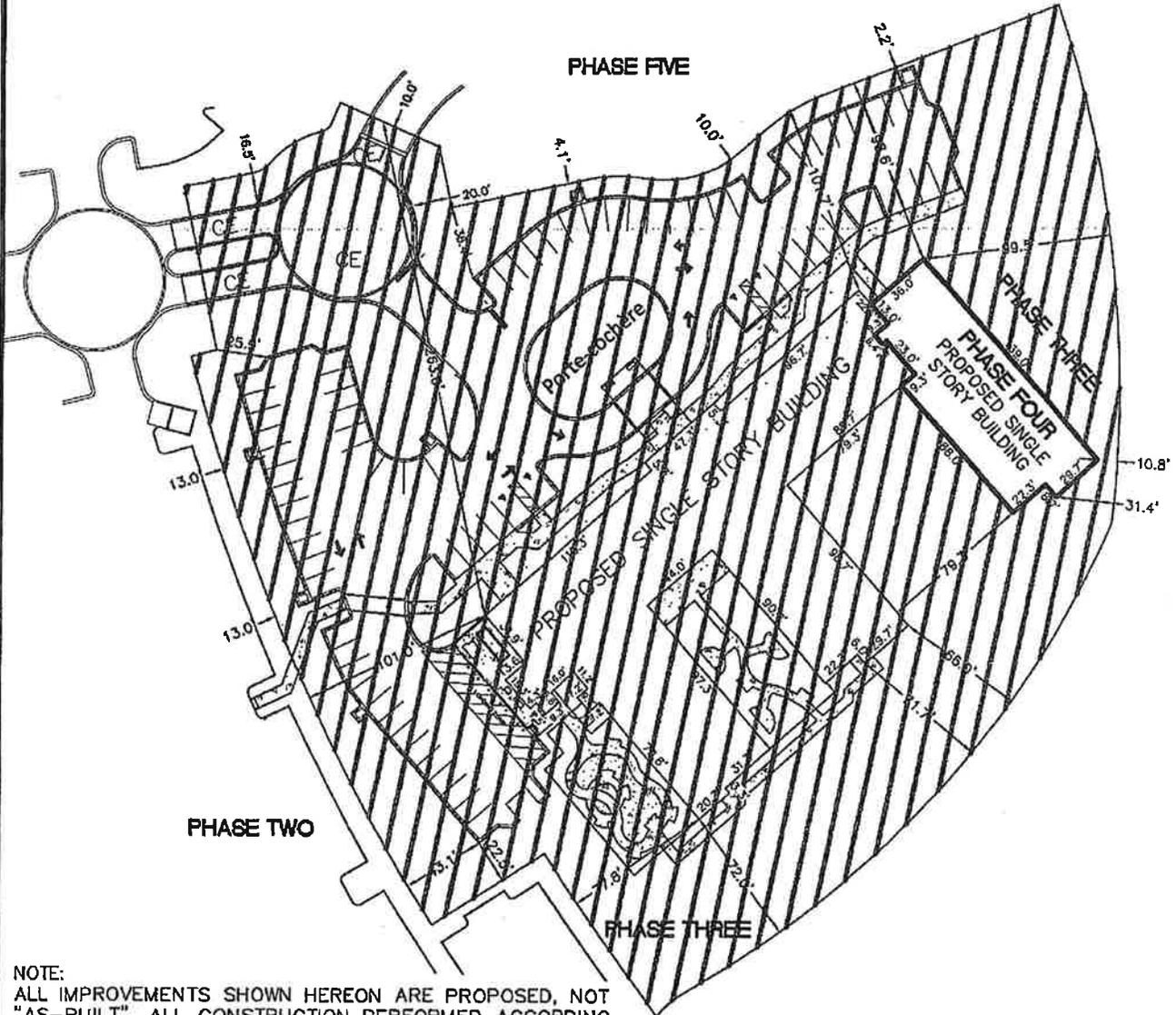
REVISIONS  
A.  
B.  
C.

SEE SHEET 1, EXHIBIT A FOR  
SURVEYOR'S CERTIFICATION.  
NOT VALID WITHOUT SHEET 1

SEE SHEET 1,  
EXHIBIT A FOR  
CLIENT'S CERTIFICATION.

# Phase Four, Unit E

## Plot Plan



NOTE:  
 ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, NOT "AS-BUILT". ALL CONSTRUCTION PERFORMED ACCORDING TO THE INFORMATION SHOWN HEREON IS SUBJECT TO FIRST BEING APPROVED BY THE APPLICABLE AUTHORIZING AGENCIES. THE CLIENT IS RESPONSIBLE FOR COMPARING THE INFORMATION AS SHOWN HEREON WITH THE FINAL "APPROVED FOR CONSTRUCTION" PLANS BEFORE ANY LAYOUT WORK IS PERFORMED.

DRAWING NO: A15-0002 | DRAWING NAME: PHASE FOUR CONDO\_ALF.DWG

EXHIBIT B SHEET 5 OF 5

SCALE: NTS | DWN.BY: T.B. | CHD.BY: J.M.M. | PROJECT # 2130012

REVISIONS  
 A.  
 B.  
 C.

SEE SHEET 1, EXHIBIT A FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1

SEE SHEET 1, EXHIBIT A FOR CLIENT'S CERTIFICATION.

deed to parcel 2  
26-36-13-77-2

George A. Pincus, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
200 East Las Olas Boulevard  
Suite 2100  
Ft. Lauderdale, Florida 33301

Property Appraiser Identification No: 26-36-13-77-2

NOTE: Preparer has not examined title and does not hereby represent the current status of same or accuracy thereof.

\*\*\*QUIT CLAIM DEED\*\*\*

THIS QUIT CLAIM DEED made this 15<sup>th</sup> day of August, 2018, by IMPERIAL SOUTH, INC., a Florida corporation (the "Grantor"), whose post office address is c/o Imperial Sterling, Ltd., 287 Bowman Avenue, 2<sup>nd</sup> Floor, Suite 222, Purchase, NY 10577 to BREVARD MEDICAL CITY, LLC, a Florida limited liability company (the "Grantee"), whose post office address is 6619 N. Wickham Road, Melbourne, FL 32940. The terms "Grantor" and "Grantee" in this instrument includes the respective successors and assigns of said parties.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, the receipt, adequacy, and sufficiency whereof are hereby acknowledged, does hereby remise, convey and forever quit claim unto the Grantee all right, title, interest and demand that Grantor has in and to without representations, warranties or covenants Grantor's interest, if any, in the real property (the "Property") lying and being in Brevard County, Florida, as described in **Exhibit "A"** attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining to the Property, provided that nothing contained herein shall be deemed to reimpose same.

TOGETHER with all of the Grantor's right, title and interest in and to all strips and gores, any existing or proposed streets, roadways, alleys and/or adjacent rights of way and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use and benefit of Grantee forever.

The Property is transferred and conveyed in its "AS-IS" "WHERE-IS" physical condition, without warranty whatsoever."

**[SIGNATURE ON FOLLOWING PAGE]**

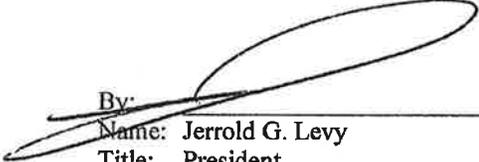
IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be executed on the day and year first above written.

SIGNED AND SEALED IN THE PRESENCE OF:

GRANTOR:

IMPERIAL SOUTH, INC., a Florida corporation

Julie Levy  
Print: Julie Levy

By:   
Name: Jerrold G. Levy  
Title: President

M. Robinson  
Print: M. Robinson

(CORPORATE SEAL)

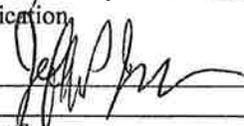
ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF WESTCHESTER )

The foregoing instrument was before me this 26<sup>th</sup> day of July, 2018, by Jerrold G. Levy, as President of Imperial South, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or presented a \_\_\_\_\_ driver's license as identification.

Notary Stamp/Seal:

JEFFREY P. JARDINE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01JA6035216  
Qualified in Westchester County  
My Commission Expires January 31, 2022

Notary Signature:   
Notary Print: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_

My Commission Expires: 1/31/22

**EXHIBIT "A"**

**"The Property"**

**LEGAL DESCRIPTION: (By Surveyor)**

A portion of Parcel 3, as described in Official Records Book 2899, Page 1573 of the Public Records of Brevard County, Florida, also being a portion of Parcel 2, CORPLEX, according to the plat there, as recorded in Plat Book 34, Page 22, said Public Records and lying in Section 13, Township 26 South, Range 36 East, said Brevard County and being more particularly described as follows:

Beginning at the Southeast corner of said Parcel 2, CORPLEX, said point also being the Southeast corner of said Parcel 3, for the POINT-OF-BEGINNING of the herein described parcel of land; thence South 89°02'44" West, along the South line of said Parcel 2 and 3 a distance of 393.41 Feet to the West line of said Parcel 2, said point being the point of curvature of a non-tangent circular curve concave to the West, having a radius of 380.00 Feet, and a central angle of 58°06'12"; thence from a tangent bearing of North 42°45'04" East, run Northerly along the said West line of Parcel 2 and the arc of said curve, an arc distance of 385.36 Feet to the South line of lands described in Official Records Book 3282, Page 3845; thence leaving said West line run North 71°40'08" East, along said South line, a distance of 175.98 Feet to the East line of said Parcels 2 and 3; thence South 18°49'42" East, along said east line, also being the West right-of-way line of the Florida East Coast Railroad (100' wide right-of-way) a distance of 430.38 Feet to the POINT-OF-BEGINNING.  
Containing 2.208 Acres of land more or less.



# Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

## PROPERTY DETAILS

Account 3012197  
 Owners N/A - Condo Common Area  
 Mailing Address  
 Site Address Not Assigned  
 Parcel ID 26-36-13-00-767.XB  
 Property Use 0949 - Non-Taxable Condominium Common Area  
 Exemptions None  
 Taxing District 4200 - Unincorp District 4  
 Total Acres --  
 Subdivision --  
 Site Code --  
 Plat Book/Page --  
 Land Description Condo Common Area Brevard Medical City One As  
 Desc IN Orb 7231 Pg 717 & All Amendments Thereto



## CONDO COMMON AREA INFORMATION

|           |                                |               |    |
|-----------|--------------------------------|---------------|----|
| Name      | Brevard Medical City One Condo | Pools         | 0  |
| Number    | 1449                           | Elevators     | 0  |
| Account   | 3012197                        | Tennis Courts | 0  |
| Parcel ID | 26 3613-00-767.XB              | Spas          | 0  |
| Units     | --                             | Docks         | 0  |
| Buildings | --                             | Gate Entry    | 0  |
| Floors    | --                             | Waste Chute   | No |
| Rec Hall  | 0                              | Laundry       | No |

## VALUE SUMMARY

| Category                  | 2018 | 2017 | 2016 |
|---------------------------|------|------|------|
| Market Value              | \$0  | \$0  | \$0  |
| Agricultural Land Value   | \$0  | \$0  | \$0  |
| Assessed Value Non-School | \$0  | \$0  | \$0  |
| Assessed Value School     | \$0  | \$0  | \$0  |
| Homestead Exemption       | \$0  | \$0  | \$0  |
| Additional Homestead      | \$0  | \$0  | \$0  |
| Other Exemptions          | \$0  | \$0  | \$0  |
| Taxable Value Non-School  | \$0  | \$0  | \$0  |
| Taxable Value School      | \$0  | \$0  | \$0  |

## SALES/TRANSFERS

| Date          | Price | Type | Parcel | Deed |
|---------------|-------|------|--------|------|
| No Data Found |       |      |        |      |

No Data Found



# Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

## PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 3014505  
 Owners N/A - Condo Common Area  
 Mailing Address  
 Site Address Not Assigned  
 Parcel ID 26-36-13-00-767.XC  
 Property Use 0949 - Non-Taxable Condominium Common Area  
 Exemptions None  
 Taxing District 4200 - Unincorp District 4  
 Total Acres --  
 Subdivision --  
 Site Code --  
 Plat Book/Page --  
 Land Description Brevard Medical City Phase 3 A Commercial Condo  
 Condo Common Area As Desc IN Orb 7671 Pg 1445 &  
 All Amendments Thereto



### CONDO COMMON AREA INFORMATION

|           |  |               |    |
|-----------|--|---------------|----|
| Name      | Brevard Medical City, Phase 3 A Commercial Condo | Pools         | 0  |
| Number    | 1474   | Elevators     | 0  |
| Account   | 3014505  | Tennis Courts | 0  |
| Parcel ID | 26 3613-00-767.XC                                | Spas          | 0  |
| Units     | --   | Docks         | 0  |
| Buildings | --   | Gate Entry    | 0  |
| Floors    | --   | Waste Chute   | No |
| Rec Hall  | 0  | Laundry       | No |

### VALUE SUMMARY

| Category                  | 2018 | 2017 | 2016 |
|---------------------------|------|------|------|
| Market Value              | \$0  | \$0  | \$0  |
| Agricultural Land Value   | \$0  | \$0  | \$0  |
| Assessed Value Non-School | \$0  | \$0  | \$0  |
| Assessed Value School     | \$0  | \$0  | \$0  |
| Homestead Exemption       | \$0  | \$0  | \$0  |
| Additional Homestead      | \$0  | \$0  | \$0  |
| Other Exemptions          | \$0  | \$0  | \$0  |
| Taxable Value Non-School  | \$0  | \$0  | \$0  |
| Taxable Value School      | \$0  | \$0  | \$0  |

### SALES/TRANSFERS

| Date          | Price | Type | Parcel | Deed |
|---------------|-------|------|--------|------|
| No Data Found |       |      |        |      |

No Data Found



# Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

## PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 3012173  
 Owners N/A - Condo Common Area  
 Mailing Address  
 Site Address Not Assigned  
 Parcel ID 26-36-13-00-767.XA  
 Property Use 0949 - Non-Taxable Condominium Common Area  
 Exemptions None  
 Taxing District 4200 - Unincorp District 4  
 Total Acres --  
 Subdivision --  
 Site Code --  
 Plat Book/Page --



Land Description Condo Common Area Brevard Medical City As Desc IN  
 Orb 7223 Pg 2347 & All Amendments Thereto

### CONDO COMMON AREA INFORMATION

|           |                            |               |    |
|-----------|----------------------------|---------------|----|
| Name      | Brevard Medical City Condo | Pools         | 0  |
| Number    | 1448                       | Elevators     | 0  |
| Account   | 3012173                    | Tennis Courts | 0  |
| Parcel ID | 26 3613-00-767.XA          | Spas          | 0  |
| Units     | --                         | Docks         | 0  |
| Buildings | --                         | Gate Entry    | 0  |
| Floors    | --                         | Waste Chute   | No |
| Rec Hall  | 0                          | Laundry       | No |

### VALUE SUMMARY

| Category                  | 2018 | 2017 | 2016 |
|---------------------------|------|------|------|
| Market Value              | \$0  | \$0  | \$0  |
| Agricultural Land Value   | \$0  | \$0  | \$0  |
| Assessed Value Non-School | \$0  | \$0  | \$0  |
| Assessed Value School     | \$0  | \$0  | \$0  |
| Homestead Exemption       | \$0  | \$0  | \$0  |
| Additional Homestead      | \$0  | \$0  | \$0  |
| Other Exemptions          | \$0  | \$0  | \$0  |
| Taxable Value Non-School  | \$0  | \$0  | \$0  |
| Taxable Value School      | \$0  | \$0  | \$0  |

### SALES/TRANSFERS

| Date          | Price | Type | Parcel | Deed |
|---------------|-------|------|--------|------|
| No Data Found |       |      |        |      |

No Data Found



# Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

## PROPERTY DETAILS

**Account** 2632155  
**Owners** Brevard Medical City LLC  
**Mailing Address** 6619 N Wickham Rd Melbourne FL 32940  
**Site Address** Not Assigned  
**Parcel ID** 26-36-13-00-767  
**Property Use** 4000 - Vacant Industrial Land  
**Exemptions** None  
**Taxing District** 4200 - Unincorp District 4  
**Total Acres** 2.86  
**Subdivision** --  
**Site Code** 0001 - No Other Code Appl.  
**Plat Book/Page** --  
**Land Description** Part Of 26-36-13 & 26-37-18 Lying W Of Rr R/W, S Of Pineda CT & E Of Wickham Rd As Desc IN Orb 6772 Pg 146 Exc Orb 7241 Pg 2006, Orb 7223 Pg 2347, Orb 7362 Pg 2312, Orb 7231 Pg 717, Orb 7671 Pg 1445

## VALUE SUMMARY

| Category                  | 2018      | 2017        | 2016        |
|---------------------------|-----------|-------------|-------------|
| Market Value              | \$274,380 | \$1,174,380 | \$1,515,410 |
| Agricultural Land Value   | \$0       | \$0         | \$0         |
| Assessed Value Non-School | \$274,380 | \$1,174,380 | \$1,515,410 |
| Assessed Value School     | \$274,380 | \$1,174,380 | \$1,515,410 |
| Homestead Exemption       | \$0       | \$0         | \$0         |
| Additional Homestead      | \$0       | \$0         | \$0         |
| Other Exemptions          | \$0       | \$0         | \$0         |
| Taxable Value Non-School  | \$274,380 | \$1,174,380 | \$1,515,410 |
| Taxable Value School      | \$274,380 | \$1,174,380 | \$1,515,410 |

## SALES/TRANSFERS

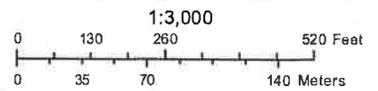
| Date       | Price       | Type | Parcel   | Deed      |
|------------|-------------|------|----------|-----------|
| 01/25/2015 | --          | WD   | Improved | 7289/2254 |
| 12/28/2012 | \$2,000,000 | WD   | Vacant   | 6772/0146 |

No Data Found

19PZ00086 - 3012197,3014505,3012173,2632155



-  Future Landuse
  -  Subdivisions
  -  Parcels
- Parcel Property



394  
June 2019

Prepared by: Brevard County BOCC GIS  
© Brevard County Board of County Commissioners

**LSCPA  
Brevard Medical  
City, LLC  
Transmittal 2019-2.2  
Ordinance**

**ORDINANCE NO. 20**\_\_\_\_\_

**ORDINANCE AMENDING ARTICLE III, CHAPTER 62, OF THE CODE OF ORDINANCES OF BREVARD COUNTY; ENTITLED "THE COMPREHENSIVE PLAN", SETTING FORTH PLAN AMENDMENT 2019-2.2; AMENDING SECTION 62-501, ENTITLED "CONTENTS OF THE PLAN"; SPECIFICALLY AMENDING SECTION 62-501, PART XI, ENTITLED FUTURE LAND USE ELEMENT AND FUTURE LAND USE MAP SERIES; PROVIDING FOR INTERNAL CONSISTENCY WITH THESE AMENDMENTS; PROVIDING LEGAL STATUS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3161 et. seq., Florida Statutes (1987) established the Local Government Comprehensive Planning and Land Development Regulation Act; and

**WHEREAS**, Section 163.3167, Florida Statutes, requires each County in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the Department of Community Affairs; and

**WHEREAS**, on September 8, 1988, the Board of County Commissioners of Brevard County, Florida, approved Ordinance No. 88-27, adopting the 1988 Brevard County Comprehensive Plan, hereafter referred to as the 1988 Plan; and

**WHEREAS**, Sections 163.3184 and 163.3187, and 163.3189, Florida Statutes, established the process for the amendment of comprehensive plans pursuant to which Brevard County has established procedures for amending the 1988 Plan; and

**WHEREAS**, Brevard County initiated amendments and accepted application for amendments to the Comprehensive Plan on J u n e 3 0 , 2019, for adoption as the Fall Cycle Large Scale Comprehensive Plan Amendment 2019-2.2; and

**WHEREAS**, the Board of County Commissioners of Brevard County, Florida, have provided for the broad dissemination of proposals and alternatives, opportunity for written comments, public hearings after due public notice, provisions for open discussion, communication programs and consideration of and response to public comments concerning the provisions contained in the 1988 Plan and amendments thereto; and

**WHEREAS**, Section 62-181, Brevard County Code designated the Brevard County Planning and Zoning Board as the Local Planning Agency for the unincorporated areas of Brevard County, Florida, and set forth the duties and responsibilities of said local planning agency; and

**WHEREAS**, on January 13, 2020, the Brevard County Local Planning Agency held a duly noticed public hearing on Plan Amendment 2019-2.2, and considered the findings and advice of the Technical Advisory Groups, and all interested parties submitting comments; and

**WHEREAS**, on February 6, 2020, the Brevard County Board of County Commissioners held a duly noticed public hearing, and considered the findings and recommendations, and all interested parties submitting written or oral comments, and the recommendations of the Local Planning Agency, and upon thorough and complete consideration and deliberation, approved the adoption of Plan Amendment 2019-2.2; and

**WHEREAS**, Plan Amendment 2019-2.2 adopted by this Ordinance complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and

**WHEREAS**, Plan Amendment 2019-2.2 adopted by this Ordinance is based upon findings of fact as included in the data and analysis.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:**

**Section 1. Authority.** This ordinance is adopted in compliance with, and pursuant to the Local Government Comprehensive Planning and Land Development Regulations Act, Sections 163.3184 and 163.3187, Florida Statutes.

**Section 2. Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to clarify, expand, correct, update, modify and otherwise further the provisions of the 1988 Brevard County Comprehensive Plan.

**Section 3. Adoption of Comprehensive Plan Amendments.** Pursuant to Plan Amendment 2019-2.2 to the 1988 Comprehensive Plan, Article III, Chapter 62-504, Brevard County Code, the 1988 Brevard County Comprehensive Plan is hereby amended as specifically shown in Exhibit A. Exhibit A is hereby incorporated into and made part of this Ordinance.

**Section 4. Legal Status of the Plan Amendments.** After and from the effective date of this Ordinance, the plan amendment, Plan Amendment 2019-2.2, shall amend the 1988 Comprehensive Plan and become part of that plan and the plan amendment shall retain the legal status of the 1988 Brevard County Comprehensive Plan established in Chapter 62-504 of the Code of Laws and Ordinances of Brevard County, Florida, as amended.

**Section 5. Severability.** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

**Section 6. Effective Date.** The plan amendment shall become effective once the state land planning agency issues a final order determining the adopted amendment to be in compliance in accordance with Florida Statutes, Section 163.3184(9), or until the Administration Commission issues a final order determining the amendment to be in compliance in accordance with Florida Statutes, Section 163.3184(10). A certified copy of the ordinance shall be filed with the Office of the Secretary of the State, State of Florida, within ten days of enactment.

DONE AND ADOPTED in regular session, this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST

**BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA**

\_\_\_\_\_

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

Scott Ellis, Clerk

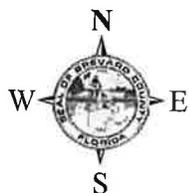
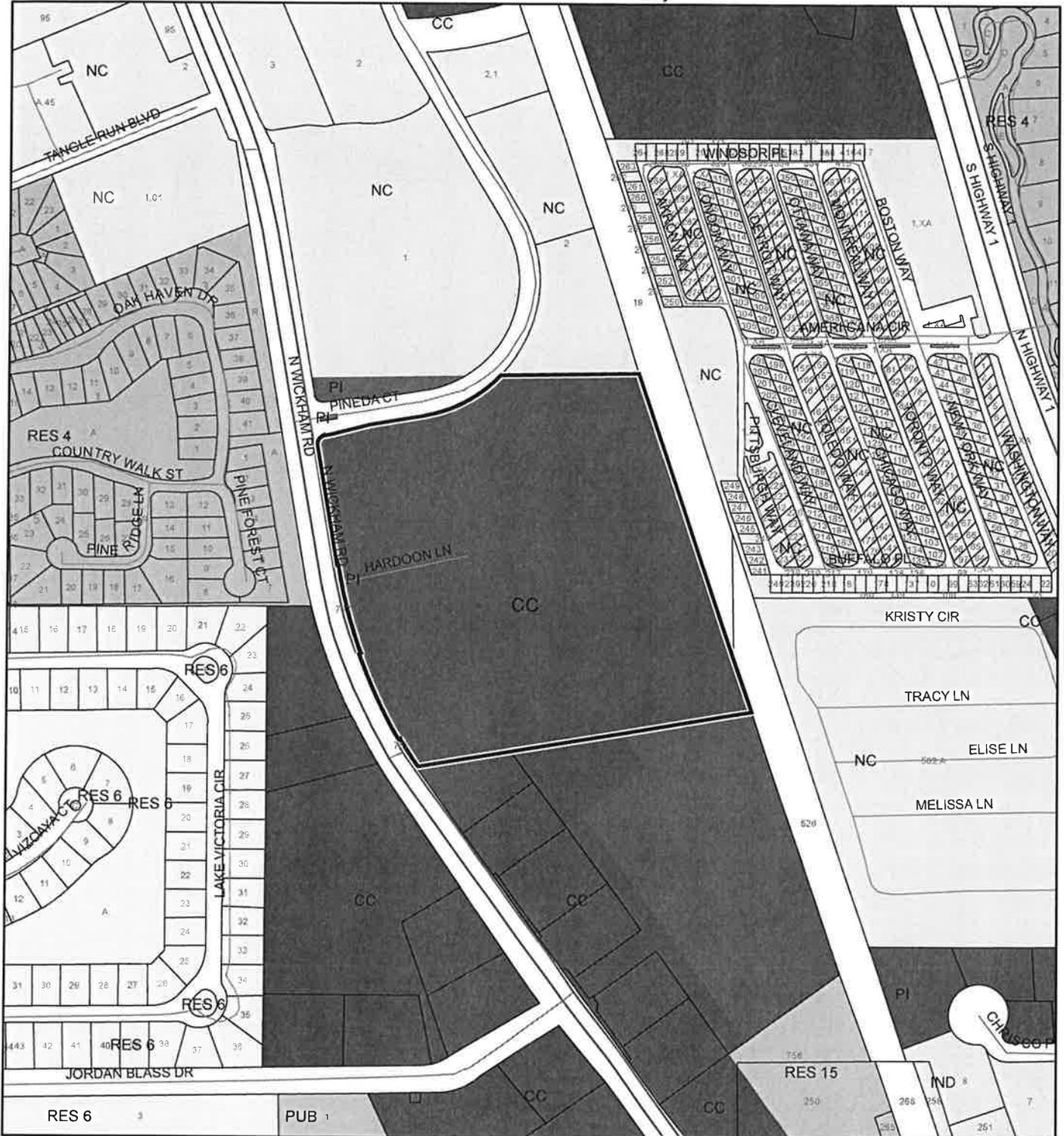
Kristine Isnardi, Chair

Approved by the Board on \_\_\_\_\_, 2020.

**LSCPA  
Brevard Medical  
City, LLC  
Transmittal 2019-2.2  
Exhibit A**

# PROPOSED FUTURE LAND USE MAP

Comprehensive Plan Amendment  
19PZ00086 - Brevard Medical City LLC



1:4,800 or 1 inch = 400 feet

— Subject Property  
□ Parcels

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/18/2019

**LSCPA  
Brevard Medical  
City, LLC  
Transmittal 2019-2.2  
Public Comment**

**Legal Advertisements,  
Citizen Courtesy Sheets, Misc.**

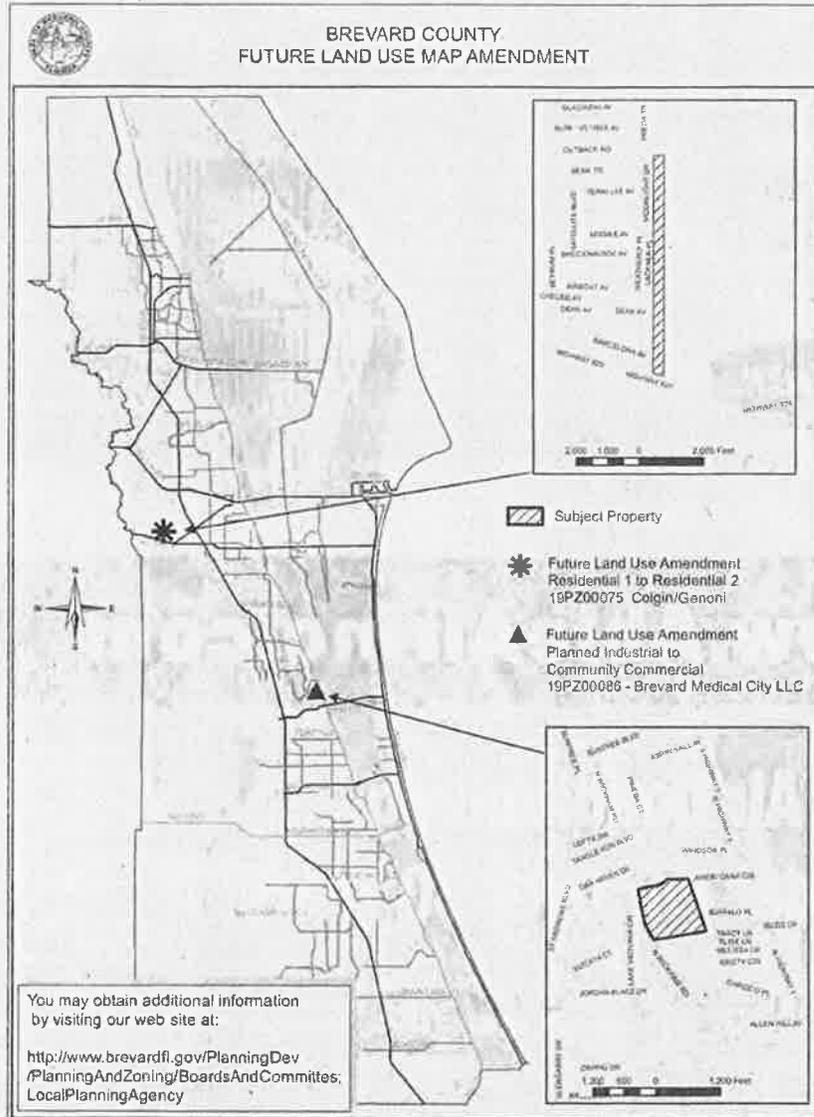
# PUBLIC HEARING NOTICE

The Brevard County Board of County Commissioners will consider two ordinances amending Article III, Chapter 62, of the Code of Ordinances of Brevard County; entitled "The Comprehensive Plan", setting forth the transmittal of the Plan Amendment Cycle 2019-2; amending Section 62-501, entitled **Contents of the Plan**; specifically amending Section 62-501 as described below; and provisions which require amendments to maintain internal consistency with this amendment; providing legal status; providing a severability clause; and providing an effective date.

At a public hearing on Thursday, September 5, 2019, at 5:00 p.m., the Brevard County Board of County Commissioners will consider the transmittal of the 2019-2 Comprehensive Plan Amendments. This meeting will be held in the Commission Room, First Floor, Building C, Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, Florida. Said Plan Amendment 2019-2 consists of the following proposals:

**a.** Plan Amendment 2019-2.1 – a proposal initiated by Ray L. Colgin, to amend Part XI, the Future Land Use Element, to change the Future Land Use Map Series designation from RES 1 (Residential 1) to RES 2 (Residential 2). The property is 52.53 acres, located on the north side of State Road 520, approximately 0.64 mile west of the intersection of State Road 524 and State Road 520. (6500 State Road 520, Cocoa).

**b.** Plan Amendment 2019-2.2 – a proposal initiated by Brevard Medical City, LLC, to amend Part XI, the Future Land Use Element, to change the Future Land Use Map Series designation from PI (Planned Industrial) to CC (Community Commercial). The property is 16.33 +/- acres, located at the intersection of North Wickham Road and Hardoon Lane. (No assigned address. In the Melbourne area.)



All persons for or against said items can be heard at said time and place. If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, such a person will need a record of this proceeding and that, for such purposes, such person may need to ensure that a verbatim record of this proceeding is made, at his/her expense, which record includes testimony and evidence upon which any appeal is to be based. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this proceeding should contact the Planning & Development Department no later than five (5) days prior to the meeting at 321-633-2069 for assistance. Planning & Development Department – Tad Catkins, Director.

## Comprehensive Plan Amendment Citizen Courtesy Information List

Local Government:      Local Planning Agency

Hearing Date:            September 9, 2019

Type Hearing:            Transmittal (Proposed)   RE: 2019-2 Fall Transmittal

DEO Amendment Number: \_\_\_\_\_ (DEO Official Use)

### Please Print Clearly

By providing your name and address you will receive information concerning the date of publication of the Notice of Intent by the Department of Economic Opportunity.

| Citizen Name | Address, City, State,<br>Zip Code | Check Appropriate Response(s) |                | Identify Amendment which is of Interest |
|--------------|-----------------------------------|-------------------------------|----------------|---|
|              |                                   | Written Comment               | Spoken Comment |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |

## Comprehensive Plan Amendment Citizen Courtesy Information List

Local Government: Board of County Commissioners

Hearing Date: October 3, 2019

Type Hearing: Transmittal (Proposed) RE: 2019-2 Fall Transmittal

DEO Amendment Number: \_\_\_\_\_ (DEO Official Use)

### **Please Print Clearly**

By providing your name and address you will receive information concerning the date of publication of the Notice of Intent by the Department of Economic Opportunity.

| Citizen Name | Address, City, State,<br>Zip Code | Check Appropriate Response(s) |                | Identify Amendment which is of Interest |
|--------------|-----------------------------------|-------------------------------|----------------|---|
|              |                                   | Written Comment               | Spoken Comment |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |
|              |                                   |                               |                |   |

## PLANNING AND ZONING BOARD MINUTES

The Brevard County Planning & Zoning Board met in regular session on **Monday, September 9, 2019**, at **3:00 p.m.**, in the Commission Room, Building C, Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, Florida.

The meeting was called to order at 3:00 p.m.

Board members present were: Ron Bartcher; Ian Golden; Rochelle Lawandales; Brian Hodgers; Ben Glover; Mark Wadsworth, Chair; and Peter Filiberto, Vice Chair.

Staff members present were: Amanda Elmore, Interim Planning and Zoning Manager; Jad Brewer, Assistant County Attorney; George Ritchie, Planner III; Darcie McGee, Natural Resources Management Assistant Director; Virginia Barker, Natural Resources Director; and Jennifer Jones, Special Projects Coordinator II.

### Excerpt from Complete Agenda

1. An ordinance amending Article III, Chapter 62, of the Code of Ordinances of Brevard County, Florida, entitle The Comprehensive Plan, setting forth the transmittal of Large Scale Plan Amendment 2019-2; amending Section 62-501, entitled Contents of the Plan; specifically amending Section 62-501 as described below; and provisions which require amendments to maintain internal consistency with this amendment; providing legal status; providing a severability clause; and providing an effective date.

**Plan Amendment 2019-2.2**, a proposal initiated by Brevard Medical City, LLC, to amend Part XI, the Future Land Use Element, to change the Future Land Use Map Series designation from PI (Planned Industrial) to CC (Community Commercial). The property is 16.33 +/- acres, located at the intersection of North Wickham Road and Hardoon Lane. (No assigned address. In the Melbourne area.)

Robert Lee, 405 Pinetree Drive, Indialantic, stated he is the Civil Engineer for the project. He said this is the first step in creating a PUD (Planned Unit Development) for the area of the property designated as senior living. An assisted living facility has been built and is in operation, and now they want two additional buildings, one for assisted living, and one for independent living. In order to meet height limitations and spatial relationships, they would like to rezone to PUD in order to have a resort-style project, and in order to do that, they need a Comprehensive Plan change from Planned Industrial to Community Commercial.

No public comment.

Motion by Rochelle Lawandales, seconded by Ben Glover, to approve the transmittal of Plan Amendment 2019-2.2, a proposal initiated by Brevard Medical City, LLC, to amend Part XI, the Future Land Use Element, to change the Future Land Use Map Series designation from PI (Planned Industrial) to CC (Community Commercial). The motion passed unanimously.