

This instrument was prepared by:

ROBERT L. MOORE

DOONE, KANETSKY & MOORE

Attorneys at Law

Florida Power & Light Building

P. O. Box 1900

Venice, Florida 33595

979 PG 200

DECLARATION OF CONDOMINIUM

OF

SAN CRISTOBAL

A Condominium
Venice, Florida

WHEREAS, AERO, INC., a Florida corporation, holds a fee simple title to the following described lands situated in Sarasota County, Florida, to-wit:

That certain property appearing on Exhibit "A" annexed hereto.

And,

WHEREAS, AERO, INC., desires to submit the lands above described together with the improvements thereon to the Condominium form of ownership under the Condominium Act of the State of Florida, as currently set forth in Chapter 711 of the Florida Statutes,

NOW, THEREFORE, be it known as follows:

I.

STATEMENT OF SUBMISSION

AERO, INC., a Florida corporation, does by these presents declare the real property owned by it and described in Exhibit "A" attached hereto to be Condominium property under the Condominium Act of the State of Florida, now in force and effect, and does submit said Condominium property to Condominium ownership pursuant to said Act.

II.

NAME

The name by which this Condominium shall be known and identified is SAN CRISTOBAL, a Condominium, and its address is Venice, Florida.

III.

UNITS

The Condominium Units in this Condominium shall be known as:

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WILL CALL

DOONE, KANETSKY & MOORE, ATTORNEYS AT LAW, FLORIDA POWER & LIGHT BUILDING, VENICE, FLORIDA

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Units 101 through 106 inclusive; and
201 through 206 inclusive.

The boundary shall be designated as follows:

1. Upper boundary; the horizontal plain of the undecorated, finished ceiling extended to the perimetrical boundary.
2. Lower boundary; the horizontal plain of the undecorated finished floor extended to the perimetrical boundary.
3. Perimetrical boundary; the vertical plains of the undecorated, finished interior of the walls bounding the unit extended to the upper and lower boundary.

IV.

CONDOMINIUM PLAN

A survey of SAN CRISTOBAL, a Condominium, a graphic description of the improvements in which the Units are located and of the Units themselves, describing the Units, the plat plan indicating the relative position of the buildings and other improvements of the Condominium, a description of the Units and common elements, and certificate thereof, are attached hereto as Exhibit "B" and incorporated herein by reference as they appear on that certain condominium plat of SAN CRISTOBAL, A Condominium, being recorded herewith in Condominium Book 6, at Page 11:11A, of the Public Records of Sarasota County, Florida.

V.

COMMON ELEMENTS

There shall be appurtenant to each of the Units an equal ownership in the common elements. The common elements of the Condominium are appurtenant to each of the Units and shall include the following terms:

(a) The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium plat.

(b) Easements, as may be necessary, through Units

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for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units are common elements.

(c) Installations for furnishing of utility services to more than one Unit or to the common elements or to a Unit other than the Unit containing the installations.

(d) The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the common elements.

(e) Easements for maintenance of common elements.

(f) All outside surfaces of walls except for glass or screened surfaces as windows, doors or porches, of the various Units, which said glass and screened surfaces will be part of each such Unit and are not common elements. Covering, replacement or modification of all such glass or screen surfaces, however, must be approved in advance by the Association hereinafter mentioned (and by Developer, as long as Developer is managing the affairs of the Association).

Notwithstanding anything contained herein or on the Condominium plat being recorded together herewith to the contrary it is expressly understood that the common elements shall be subject to easements for the installation and maintenance of public utility lines, equipment and services along, under or over roads and streets, placed, installed or provided in or on said common elements for public travel, for the benefit of this Condominium and any adjacent lands of Developer of SAN CRISTOBAL, A condominium.

The leasehold interest held by the Association to those certain lands and facilities, more particularly set forth in that certain Lease Agreement, a copy of which is annexed hereto as Exhibit "E", shall not be considered common elements. The right to the use of and interest in said leased property shall accrue to the various Unit parcels by virtue of the owners of each Unit parcel being a member of the Condominium Association.

VI.

COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the Condominium and common surplus of the Condominium shall be divided and apportioned equally among the Units.

VII.

THE ASSOCIATION

The Association which shall operate the Condominium shall be that certain Corporation Not For Profit hereto organized under the laws of the State of Florida, and known as SAN CRISTO-BAL ASSOCIATION, INC., of which Association each Unit owner shall be required to be a member. The Condominium shall be operated pursuant to the Articles of Incorporation attached hereto as Exhibit "C" and the By-Laws of the Association attached hereto as Exhibit "D."

VIII.

VOTING RIGHTS

Each of the Units shall be entitled to one vote at meetings of the Association. In the event of joint ownership of a Unit, said vote shall be apportioned among the owners or exercised by one of them by agreement with the remainder of said joint owners.

IX.

AMENDING DECLARATION

This Declaration may be amended at any time during the first two years from the date hereof by affirmative vote of fifty-one percent (51%) of the Units, together with the written consent of AERO, INC., its successors, assigns or grantees. After the expiration of said two year period, the Declaration may be amended at any time by the affirmative vote of seventy-five percent (75%) of the Units, without the need of consent of AERO, INC. The consent of holders of liens on any portion of the Condominium property or any Unit shall not be required to modify or amend as aforesaid; provided, however,

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that the consent of institutional mortgages shall be required to so amend for any purpose hereof; provided, however, that no amendment shall discriminate against any Unit or Unit owner or class or group thereof, unless the Unit owners so affected shall consent.

All amendments shall be evidenced by a Certificate executed with the formalities of a deed and shall include the recording date identifying this Declaration. No amendment shall be effective until recorded in the public records according to law.

X.

INSURANCE, REPAIR AND RECONSTRUCTION

Each Unit owner shall be responsible for the maintenance and repair of his Unit, except that the Association shall have the right to assume part or all of the maintenance of the various Units as determined by the Association from time to time. The Association shall also procure and pay for as part of the common expenses, Fire and Extended Coverage Insurance on the common elements of the Condominium in no less than the full insurable value of the same, each said policy of insurance shall show all institutional mortgagees, holding mortgages on a portion of the common elements insured as endorsees of the policy. In addition, the Association shall procure and pay for, as part of the common expenses, Fire and Extended Coverage Insurance to the full insurable value thereof on each individual Unit which said policies of insurance shall show, if that be the case, institutional mortgagees of said Unit respectively as endorsees of such policies. In the event of destruction, either partial or substantial, of a Unit, the owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair and the rebuilding of such Unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said Unit to be promptly

5.

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applied for by the owner of said Unit and/or the Association as may be required and to be received by the Association and/or the institutional mortgagee of said Unit, as then agreed upon and held in escrow to apply to and assure prompt payment of the cost of such repair and building. In the event that the owner of affected Unit failed to commence or pursue such repair or rebuilding within the time provided, the Association shall have the right in its name and stead to cause the same to be commenced and diligently prosecuted at the owner's cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking of such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the owner of said Unit shall promptly pay the deficiency and, failing to do so, the Association may advance and pay such deficiency on behalf of said owner and to the extent of such payment, the Association shall be entitled to a lien on the owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida, and in pursuing such remedy, the Association shall be entitled to collect from such defaulting owner all costs of collection, including a reasonable Attorney's fee.

In the event of substantial destruction of the whole building (more than fifty percent (50%) of the Units substantially destroyed), the owners of the Units in the Condominium shall meet on ten (10) days' notice and, under the procedure used by the Association for the calling and conducting of meetings, shall vote to determine whether said building shall be rebuilt or whether the insurance proceeds, if any, shall be accepted and apportioned among them, the lands sold, or some other alternative, provided, however, that said owners

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shall be under an obligation to rebuild said building unless ninety percent (90%) out of a possible one hundred percent (100%) of the votes are for some other alternative. In the event that the other alternative is the sale of the property and is properly voted upon, then each Unit in the Condominium is hereby obligated to be conveyed to any purchaser offering to purchase the whole Condominium acceptable to fifty percent (50%) or more of the units in said Condominium and the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the Condominium structure, shall be divided among the owners of Units in said Condominium according to the respective values of the Units owned by them. If all the Units are the subject matter of one hazard policy or related policies all issued by one Company, the proportionate insurable values revealed by such Policy or Policies shall be conclusive as to apportionment of proceeds. Otherwise, the respective proportionate values as revealed by the Tax Assessors's Rolls of Sarasota County, shall be used for apportioning proceeds. Wherever it becomes necessary to apportion insurance proceeds among more than one Unit in said building by virtue of more than one Unit being damaged or destroyed, but the whole building not being substantially destroyed, such apportionment shall be made by the Association based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the Insurance Company or Companies making the settlement.

XI.

USE RESTRICTIONS

The following restrictions shall apply to and bind the Condominium, Condominium property, Unit, Units and Unit parcels, to-wit:

- (a) That all Condominium Units shall be and remain of like exterior design, shape, color and appearance as other Condominium Units of the same class or type.

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(b) That occupants of Condominium Units shall not suffer, permit or maintain in their premises loud noises, obnoxious odors or pets except for small household pets which will be permitted subject to regulation by the Association as to the care, maintenance and control of such pets.

(c) That each Condominium Unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon.

(d) That except for sale or leasing thereof by AERO, INC., its successors, assigns, or any institutional lender, no parcel or Unit shall be sold or leased by any person, party or corporation, without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which consent shall be given or withheld based upon the Board's determination of the ability of the proposed Lessee or Grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said proposed Lessee or Grantee.

(e) That the occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, in so far as the same pertains to the control or use of such Unit, and shall promptly pay each Unit's share of all common expenses, including such Unit's share of a leasehold obligation arising under the lease attached hereto as Exhibit "E", provisions of this Sub-paragraph to be construed as a covenant in favor of Lessor under said Lease.

(f) That no Condominium parcel or Unit shall be divided or sub-divided or severed from the realty and that no structural alterations or changes shall be made within said Unit without prior approval of the Board of Directors of the Association.

(g) That each Unit owner, lessee or occupant shall maintain at all times in good condition and repair, the interior of such Unit, including porches, interior walls, floors,

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ceilings, doors, windows, water, electric and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment and lamps. The phrase "electric" system in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit or on the Unit side of the electric meter servicing said Unit but not including the meter itself. The phrase "plumbing" system in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the Unit or in the Unit itself.

(h) That without the prior permission of the Association, no wires, TV antennae, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building.

(i) That no clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by permission of the Association, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

(j) That no Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

(k) That no electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in other Units.

(l) The occupants of Units shall abide by all the Rules and Regulations promulgated by the Association concerning occupancy and use of the Condominium Units and common elements and areas.

(m) That no signs of any type shall be maintained,

kept or permitted on any part of the common elements or in or on any Unit where the same may be viewed from the common elements.

XII.

DEVELOPER MANAGEMENT

Notwithstanding anything contained herein to the contrary, and subject to the provisions of Paragraph XVIII it is expressly understood that AERO, INC. shall and does hereby reserve unto itself all rights to manage the affairs of the Condominium and the Association for a period of up to three (3) years, commencing on the date hereof; AERO, INC. does further reserve the right to continue to manage the affairs of the Condominium and the Association thereafter for so long as Developer in its discretion desires, subject to the right vested in the Association to terminate the management term of Developer at any time after the aforementioned three (3) year period by the affirmative vote of fifty-one percent (51%) of the Association, provided, if AERO, INC., desires to relinquish the management of the Association at anytime after sixty percent (60%) of the Units are sold, it may do so by giving sixty (60) days notice to the Unit owners. It is further declared and understood that AERO, INC. shall, during its management, receive a monthly service charge of \$ 50.00 from each Unit, payable on or before the first day of each month, in advance, and in consideration thereof AERO, INC. without the need of accounting therefor, shall maintain and operate the Condominium and shall furnish for the benefit of the Units the following, to-wit:

1. All maintenance of all common elements.
2. All water and sewer services for all Units and common elements.
3. Fire and Extended coverage Insurance to the full insurable value thereof on all Units and common elements, and Public Liability Insurance in an amount of not less than \$100/300 thousand dollars on common elements.
4. Garbage and trash removal for all Units and common elements.

5. Full time management for the Condominium.
6. Each Unit's share of the lease payments for the area leased to the SAN CRISTOBAL ASSOCIATION, INC. by AERO, INC., its successors and assigns.

At such time as AERO, INC. turns over the management of the Association and Condominium affairs to the Unit owners, the Unit owners shall themselves through the Association determine the monthly maintenance charges and assessments to thereafter be assessed and collected and provide for themselves through the Association the items set forth above as well as all other services, benefits or improvements thereafter determined necessary by the Association. It is the purpose and intent of this paragraph to establish a contractual relationship between AERO, INC. and the owner of each Unit whereby AERO, INC., undertakes initially to furnish the mentioned benefits to the Unit Owners on a fixed fee basis, which, upon the termination of the management reserved to AERO, INC. will be furnished to the Units through the contemplated non-profit assessable operation of the Association described above.

XIII.

AUTHORITY TO EXECUTE LEASE

The Association shall execute the lease attached hereto as Exhibit "E" wherein AERO, INC. is the Lessor and the Association is the Lessee. The Association shall abide by all the terms and conditions of said lease and all amendments thereto.

The original purchaser of the Unit from AERO, INC. shall be required to execute as sublessee a lease in the form attached hereto as Exhibit "F". During the term of the lease between AERO, INC., its successors or assigns, and SAN CRISTOBAL ASSOCIATION, INC. and the sublease between SAN CRISTOBAL ASSOCIATION, INC. and each individual Unit Owner, each subsequent purchaser of a Unit shall be required in order to obtain fee simple title to a Unit, to assume the outstanding sublease between the Unit Owner and SAN CRISTOBAL ASSOCIATION, INC., by

executing an Assumption Agreement in the form attached hereto as Exhibit "C". The assignment of which shall be executed by the previous Owner and the Consent to the Assignment shall be executed by the Association provided the purchaser has otherwise been approved in accordance with other provisions of this Declaration.

An Owner who executes a mortgage on his Unit to any institutional lending institution shall have the right to include in said mortgage his leasehold interest pursuant to the sublease between the Owner and SAN CRISTOBAL ASSOCIATION, INC.

XIV.

CONSENT

Notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels shall first be obtained before this Declaration may be amended or the Condominium terminated, which said consent shall not be unreasonably withheld.

XV.

ASSESSMENTS AND LIENS

A Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance. The liability for assessments may not be avoided by Waiver of the use or enjoyment of any common elements or leasehold property, or by abandonment of the Units for which the assessment was made.

Assessments and installments thereon, and lease or rental payments, not paid when due shall bear interest from the date when due until paid, at the rate of eight per cent (8%) per annum. The Association shall have a lien on each Condominium Unit for unpaid assessments and interest thereon against the

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Owner of such Unit, until paid. Such lien shall also include reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien whether or not a law suit is undertaken. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or other lien recorded prior to the time of recording of the claim of lien by the Association. Liens for assessments or lease payments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium Unit as set out in greater detail in the Statutes made and provided for same.

XVI.

INTERPRETATION

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for same. AERO, INC. and Developer are one and the same.

XVII.

EXHIBITS

All Exhibits attached hereto are incorporated herein by reference and made a part hereof.

XVIII.

CONDOMINIUM ACT

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as then existing.

IN WITNESS WHEREOF, AERO, INC., has caused its signature and seal to be affixed this 6 day of November, 1972.

WITNESSES:

Robert L Moore
Jane Shawcross

AERO, INC.
By: Robert D Mahon Vice President
Isabella Mahon Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF SARASOTA)

I HEREBY CERTIFY, that on this 6 day of November, 1972, before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared Robert D. Mahon and Isabella Mahon, Vice President and Secretary, respectively, of Aero, Inc., a Florida corporation, to me well known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and they affixed thereto the official seal of said corporation and the said instrument is the deed and act of the corporation.

WITNESS my hand and official seal at Venice, in the County and State last aforesaid, this 6 day of November, 1972.

Notary Public State of Florida at Large
My Commission Expires Apr. 18, 1975
Renewed by U. S. 1, 59

Robert L Moore
Notary Public

My Commission Expires:

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JOINDER OF MORTGAGEE

The VENICE NOKOMIS BANK AND TRUST COMPANY, a State Banking Association, of Venice, Florida, called the mortgagee, the owner and holder of a mortgage upon

PARCEL "A"

Begin at the N.W. corner of Lot 1, Block 11, Golden Beach, Unit No. 2, as recorded in Plat Book 7, pages 96 and 96-A, public records of Sarasota County, Florida; thence N 4° 17' 00" W along a northerly projection of the westerly boundary of Lot 1, Block 11, 50.14 feet to an intersection with the Westerly extension of the north R/W line of Gulf Street (50 foot R/W), thence East along said R/W line and its extension 169.06 feet; thence N 0° 04' 00" W, 26.43 feet for a point of beginning; thence N 89° 56' 00" E, 130.00 feet; thence N 0° 04' 00" W, 66.00 feet; thence S 89° 56' 00" W, 130.00 feet; thence S 0° 04' 00" E, 66.00 feet to the P.O.B.

PARCEL "B"

Begin at the N.W. corner of Lot 1, Block 11, Golden Beach, Unit No. 2, as recorded in Plat Book 7, pages 96 and 96-A, public records of Sarasota County, Florida; thence N 4° 17' 00" W along a northerly projection of the westerly boundary of Lot 1, Block 11, 50.14 feet to an intersection with the westerly extension of the north R/W line of Gulf Street (50 foot R/W); thence East along said R/W line and its extension, 138.06 feet for a point of beginning; thence continue East 181.97 feet; thence north 99.60 feet; thence S 89° 56' 00" W, 182.06 feet to a point that lies N 0° 04' 00" W from the P.O.B.; thence S 0° 04' 00" E, 99.39 feet to the P.O.B. Less Parcel "A" as described above;

which mortgage was recorded in Official Records Book 461, at pages 1210 to 1211, on MAY 22, 19 72, of the Public Records of Sarasota County, Florida, joins in making of and hereby consent to the filing of the foregoing Declaration of Condominium. Provided however, that said Joinder in and consent to, in no way alters or amends the existing mortgage, and releases no portion of the described real property from the lien of the said mortgage.

Signed in our presence
as witnesses:

Margaret L. Esda
R. Ann Miller

VENICE NOKOMIS BANK AND TRUST
COMPANY

BY: James D. Blazes
Att. in Charge

STATE OF FLORIDA
COUNTY OF SARASOTA

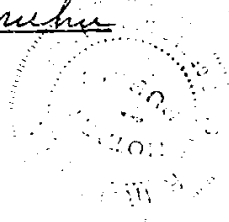
Before me, the undersigned authority, this day personally appeared James G. Hayes, to me well known to be the Asst. Vice President of Venice Nokomis Bank and Trust Company of Venice, Florida, who upon first being duly sworn, deposes and says that he executed the foregoing Joinder of Mortgagee for the purposes therein expressed.

At Venice, Sarasota County, Florida, this 6 day of November, 1972.

R. Arnie Muehl
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires, Feb. 25, 1974
Bonded By U. S. F. & G.



OFF
REC 979 PG 216

PARCEL "A"

Begin at the N. W. corner of Lot 1, Block 11, Golden Beach, Unit No. 2, as recorded in Plat Book 7, Pages 96 and 96-A, Public Records of Sarasota County, Florida; thence N 4° 17' 00" W along a northerly projection of the westerly boundary of Lot 1, Block 11, 50.14 feet to an intersection with the westerly extension of the north R/W line of Gulf Street (50 foot R/W), thence east along said R/W line and its extension 169.06 feet; thence N 0° 04' 00" W, 26.43 feet for a point of beginning; thence N 89° 56' 00" E, 130.00 feet; thence N 0° 04' 00" W, 56.00 feet; thence S 89° 56' 00" W, 130.00 feet; thence S 0° 04' 00" E, 66.00 feet to the P.O. B.

OFF
REC 979 PG 216

EXHIBIT "A"

SAR CRISTOBAL
 A CONDOMINIUM
 SECTION 13 - TOWNSHIP 39S - RANGE 18E
 CITY OF VENICE - COUNTY OF SARASOTA
 STATE OF FLORIDA

PARCEL A:
 CONTAINS ALL REAL PROPERTY INCLUDED IN THE CONDOMINIUM IN FEE SIMPLE:

BEGIN AT THE NW CORNER OF LOT 1, BLOCK II, WOODEN BEACH UNIT NO. 2, AS SHOWN ON PLAT BOOK PROJECT, AND GO SOUTHWEST TO AN INTERSECTION WITH THE WESTERN EXTENSION OF THE NORTH E/W LINE OF STATE STREET, 100.00 FEET; THENCE NORTH 43.00 FEET TO A POINT OF BEGINNING; THENCE NORTH 30.00 FEET, 100.00 FEET, 100.00 FEET, 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30.00 FEET, 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

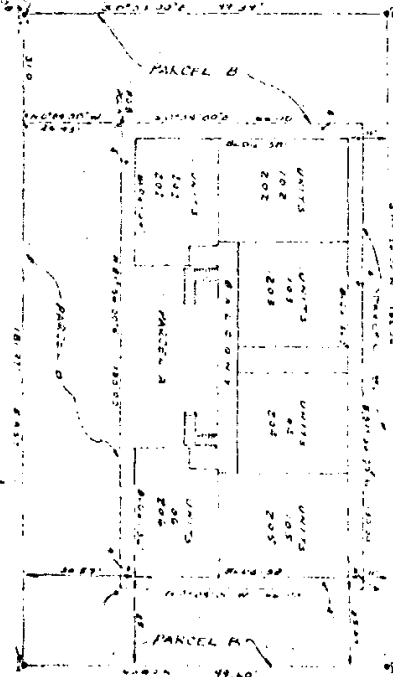
PARCEL B IS NOT BEING SUBMITTED TO CONDOMINIUM OWNERSHIP OR INCLUDED IN CONDOMINIUM BUT IS LEASED TO CONDOMINIUM FOR A TERM OF 99 YEARS BEGIN AT THE NW CORNER OF LOT 1, BLOCK II, WOODEN BEACH UNIT NO. 2, AS SHOWN ON PLAT BOOK PROJECT, AND GO SOUTHWEST TO AN INTERSECTION WITH THE WESTERN EXTENSION OF THE NORTH E/W LINE OF STATE STREET, 100.00 FEET; THENCE SOUTH 30.00 FEET, 100.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 30.00 FEET, 100.00 FEET TO THE POINT OF BEGINNING.

DEFINITION OF UNIT:

A UNIT IS COMPOSED OF THE DIMENSIONS AS SHOWN HEREIN ON THE PLAT BOOK PROJECT, AND SHALL INCLUDE ALL COMMON AREAS, STAIRS, ELEVATORS, AND TO UNFINISHED FLOORS AND TROOP ELEVATOR ACCESS OF THE SPACE, BOUNDED BY A VERTICAL PLANE OF THE UNIT BOUNDARY LINE, AND A HORIZONTAL PLANE OF THE UNIT BOUNDARY LINE, AND SHALL INCLUDE ALL COMMON AREAS, STAIRS, ELEVATORS, AND TROOP ELEVATOR ACCESS OF THE SPACE, BOUNDED BY A VERTICAL PLANE OF THE UNIT BOUNDARY LINE, AND A HORIZONTAL PLANE OF THE UNIT BOUNDARY LINE, AND SHALL INCLUDE ALL COMMON AREAS, STAIRS, ELEVATORS, AND TROOP ELEVATOR ACCESS OF THE SPACE AS HEREBY DEMONSTRATED.

NOTE:
 ALL BUILDINGS AS SHOWN ARE DISTRESSED AND UPON COMPLETION OF CONSTRUCTION A CERTIFICATION SHALL BE MADE AS TO THEIR CONDITION.

EXHIBIT "B"



DESCRIPTION:
 BEGIN AT THE NW CORNER OF LOT 1, BLOCK II, WOODEN BEACH UNIT NO. 2, AS SHOWN ON PLAT BOOK PROJECT, AND GO SOUTHWEST TO AN INTERSECTION WITH THE WESTERN EXTENSION OF THE NORTH E/W LINE OF STATE STREET, 100.00 FEET; THENCE NORTH 43.00 FEET TO A POINT OF BEGINNING; THENCE NORTH 30.00 FEET, 100.00 FEET, 100.00 FEET, 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30.00 FEET, 100.00 FEET TO THE POINT OF BEGINNING.

RECORDER'S MEMO; Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

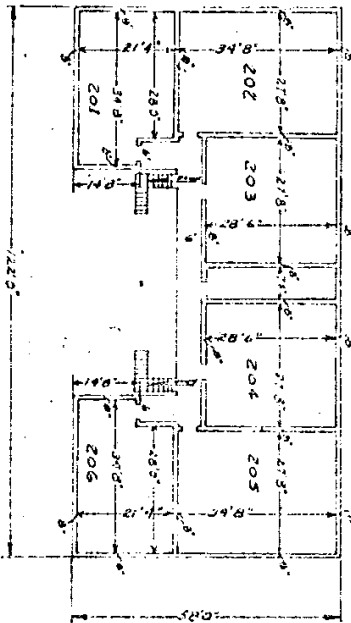
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SUN ORANGE

A CONDOMINIUM

SECTION 13, TOWNSHIP 39 S, RANGE 18 E
COUNTY OF SARASOTA
STATE OF FLORIDA

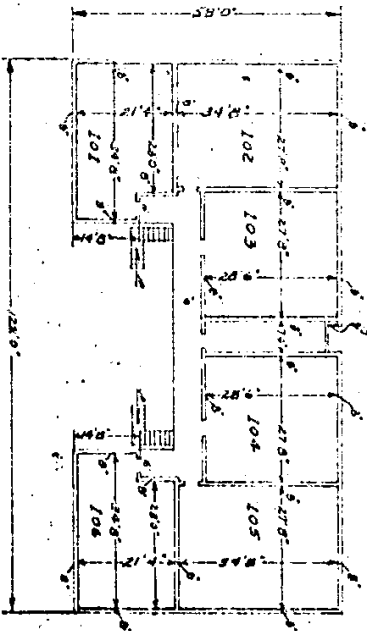
CONDOMINIUM BOOK PAGE 11 A



PLAN - SECOND FLOOR

FINISHED FLOOR ELEVATION = 17.27
UNFINISHED CEILING ELEVATION = 17.6

SCALE 1/4" = 1'-0"



PLAN - FIRST FLOOR

FINISHED FLOOR ELEVATION = 11.83
UNFINISHED CEILING ELEVATION = 12.17

EXHIBIT "B"

EXHIBIT "A"
SHEET 2 OF 2 SHEETS

RECORDED BY

OFF REC 979 PG 218

2074 REV

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

SAN CRISTOBAL ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 21st day of September, A.D., 1972, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 25th day of September, A.D., 1972.



Richard (Dick) Stone

SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
SAN CRISTOBAL ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person, competent to contract, hereby associate themselves together to form a corporation not for profit under the laws of the State of Florida.

ARTICLE I.

Name

The name of the corporation shall be SAN CRISTOBAL ASSOCIATION, INC.

ARTICLE II.

Purpose

The purpose for which the said Association is organized and incorporated is to provide an entity pursuant to the Condominium Act Chapter 711 of the Florida Statutes, for the operation of SAN CRISTOBAL, a Condominium, situate and lying upon the following described real property in Sarasota County, Florida to wit:

Begin at the NW corner of Lot 1, Block 11, GOLDEN BEACH, Unit No. 2, as recorded in Plat Book 7, Pages 96 and 96-A, Public Records of Sarasota County, Florida; thence N 40° 17' 00" W along a northerly projection of the Westerly boundary of Lot 1, Block 11, 50.14 feet to an intersection with the Westerly extension of the North R/W line of Gulf Street (50 foot R/W); thence east along said R/W line and its extension, 169.06 feet; thence N 0° 04' 00" W, 26.43 feet for a Point of Beginning; thence N 89° 56' 00" E, 130.00 feet; thence N 0° 04' 00" W, 66.00 feet; thence S 89° 56' 00" W, 130.00 feet; thence S 0° 04' 00" E, 66.00 feet to the P.O. B. All lying and being in Section 13, Township 39 South, Range 18 East, Sarasota County, Florida.

ARTICLE III.

Powers

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all the common law and

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statutory powers of a corporation not for profit not in conflict with the terms of the Articles, together with all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

- a. To make and collect assessments against members as apartments owners to defray the cost, expenses and losses of the condominium.
- b. To use the proceeds of assessments in the exercise of its power and duties.
- c. The maintenance, repair, replacement and operation of the condominium property.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.
- e. The reconstruction of improvements after casualty and the further improvement of the property.
- f. To approve or disapprove the transfer, mortgage, and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.
- g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.
- h. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- i. To contract for the management or operation of portions of the common elements susceptible to separate management for operation, and to lease such portions.
- j. To employ personnel to perform the services required for proper operation of the condominium.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws.

ARTICLE IV.

Funds

All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, the Articles of Incorporation and the By-Laws. Provided however, that the Corporation may not issue or have shares of stock and may not pay dividends nor distribute any part of its income to members, directors, or officers of the corporation, except that the corporation may reimburse any director or officer for actual expenses incurred in the performance of his duties.

ARTICLE V.

Term

The corporation shall have perpetual existence.

ARTICLE VI.

Members

The members of the Association shall consist of all of the record owners of apartments in the Condominium; and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record title to an apartment in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in

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any manner except as an appurtenance to his apartment.

The owner of each apartment shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VII.

Directors

1. The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors as determined by the By-Laws. Directors shall be elected at the annual meeting of the members in the manner set forth in the By-Laws. Directors may be removed and the vacancies shall be filled in the manner provided by the By-Laws.

2. The Board of Directors shall be members of the corporation.

3. The Directors named in these Articles shall serve as Directors for the ensuing year, or until the first annual meeting of the Corporation, and any vacancies before then shall be filled in the manner set forth in the By-Laws.

4. The names and addresses of the first Board of Directors are as follows:

Robert D. Mahon
710 Golden Beach Boulevard
Venice, Florida

Robert D. Mahon, Jr.
710 Golden Beach Boulevard
Venice, Florida

Isabella Mahon
710 Golden Beach Boulevard
Venice, Florida.

ARTICLE VIII.

Officers

The officers of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting. The

names and addresses of the officers who shall serve until their successors are designated in the manner set forth in the By-Laws are as follows:

Robert D. Mahon President & Treasurer
710 Golden Beach Boulevard
Venice, Florida

Robert D. Mahon, Jr., Vice President
710 Golden Beach Boulevard
Venice, Florida

Isabella Mahon Secretary
710 Golden Beach Boulevard
Venice, Florida

ARTICLE IX.

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be amended, altered, or rescinded in the manner provided by such By-Laws.

ARTICLE X.

Amendments to Articles

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the members and approved at the membership meeting with due notice of the proposed amendment by affirmative vote of 75% of the members.

Provided however that no amendment shall make any changes in the qualification for membership nor voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium.

Further provided, that no amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County, Florida.

ARTICLE XI.

Subscribers

The names and addresses of the subscribers to these

Articles of Incorporation are as follows:

Robert D. Mahon
710 Golden Beach Boulevard
Venice, Florida

Robert D. Mahon, Jr.
710 Golden Beach Boulevard
Venice, Florida

Isabella Mahon
710 Golden Beach Boulevard
Venice, Florida

WE, THE UNDERSIGNED, for the purposes of becoming a corporation not for profit for the operation of this SAN CRISTOBAL, a Condominium, under the provisions of the laws of Florida, do make and affix our signatures to acknowledge and file in the office of the Secretary of State these Articles of Incorporation.

WITNESS our respective hands and seals this 25 day of August, 1972.

Robert D. Mahon (SEAL)

Robert D. Mahon, Jr. (SEAL)

Isabella Mahon (SEAL)

STATE OF FLORIDA)
COUNTY OF SARASOTA)

On this date personally as the undersigned authority, ROBERT D. MAHON, ROBERT D. MAHON, JR., and ISABELLA MAHON, to me well known and who acknowledged before me that they are parties to the above and foregoing Articles of Incorporation and further acknowledged the same to be the act and deed of the signers respectively and that the facts therein stated are true and correct.

WITNESS my hand and official seal in Venice, Sarasota County, Florida, this 25 day of August, 1972.

Notary Public

My Commission Expires:

SAN CRISTOBAL ASSOCIATION, INC.

BY-LAWS

ARTICLE I: Office and Agent

The principal office of the Corporation shall be located at 600 GULF STREET, Venice, Sarasota County, Florida. The Corporation shall have and continuously maintain an agent at the above office.

ARTICLE II: Membership and Voting Rights

Section 1: Initial and Subsequent Members.

Those persons or corporations who presently or hereafter acquire title to Units in SAN CRISTOBAL, a Condominium, shall be members. The term "member" shall also be construed to mean a Lessee occupying a SAN CRISTOBAL Condominium apartment under a Lease or Sub-Lease of more than five (5) years' duration. In the event a member leases or sub-leases his Unit for more than a five (5) year term, he shall during such term remain a member, but forfeit his voting rights, the tenant or sub-tenant to exercise said voting rights.

Section 2: Voting Rights.

There shall only be allowed one (1) vote per Unit, said vote in the event of joint ownership of a Unit to be divided equally among the joint owners thereof and cast as fractional votes or by agreement of the joint owners, cast by one of their number.

Section 3: Termination of Membership.

Whenever a member ceases to become an owner of a SAN CRISTOBAL Condominium Unit, his membership shall there and then automatically terminate.

Section 4: Transfer of Membership.

The membership in this corporation is not transferable or assignable.

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ARTICLE III: Meeting of Members

Section 1: Annual Meeting.

An annual meeting of the membership shall be held at the office of the Corporation on the 10 day of JANUARY, ~~1974~~, of each year, beginning with the year of 1974, at the hour of 10:00 A M. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If that day is a legal holiday, or a Sunday, the meeting shall be held on the next day that is not a holiday or a Sunday at the same hour.

Section 2: Special Meetings.

Special meetings of the members may be called by the President, the Board of Directors, or the written request of not less than five (5) of the members having voting rights.

Section 3: Notice of Meetings.

Written or printed notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or person calling the meeting. In case of a Special Meeting, or when required by Statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice.

Section 4: Informal Action by Members.

Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.

Section 5: Quorum.

A majority of the members shall constitute a quorum. If a quorum is present, a majority of those present may take

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corporate action unless otherwise provided by the Declaration of Condominium of SAN CRISTOBAL, a Condominium, these By-Laws or the Articles of Incorporation of the Association. If a quorum is not present, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 6: Proxies.

Votes may be cast in person, to the Secretary by certified mail, or by proxy. A proxy may be made by any member entitled to vote, shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or adjournment of any meeting.

ARTICLE IV. Board of Directors

Section 1: General Powers.

The affairs of the corporation shall be managed by its Board of Directors. Directors must be members of the corporation.

Section 2: Number, Tenure and Qualifications.

The number of Directors shall be three (3). The present members of the Board of Directors or successors of the present members of the Board of Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the members, at which time the successors shall be elected. Each director thereafter shall hold office until the next annual meeting of the members and until his successor shall have been elected and qualified, or until removed by a majority of the members for misfeasance or malfeasance, at a Special Meeting of the members called for that purpose.

Section 3: Regular Meetings.

A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as designated for the office of the corporation.

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Section 4: Special Meetings.

Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call Special Meetings of the Board may fix any place within Sarasota County, Florida, as the place for holding any Special Meeting of the Board called by them.

Section 5: Notice.

Notice of any Special Meeting of the Board of Directors shall be given at least five (5) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6: Quorum.

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Vacancies.

Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 8: Compensation.

Directors shall not receive any compensation for

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acting as such, but nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor, provided however that Directors may receive reimbursement for expenses actually incurred in the performance of his duties as a Director.

ARTICLE V. Officers

Section 1: Officers.

The officers of the corporation shall be a President, Vice-President, Secretary, and Treasurer and such other officers as may be deemed desirable by the Board of Directors or meeting of the members.

Section 2: Election and Term of Office.

The present officers of the corporation or their successors as elected by the Board of Directors of the Corporation in the event of resignation or disability, shall serve until the next annual meeting of the Board of Directors of the corporation. Thereafter, the officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New officers may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: Removal.

Any officer elected or appointed by the Board of Directors may be removed by the unanimous vote of the Board of Directors.

Section 4: Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

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Section 5: Duties.

The duties, responsibilities, authority, and rights of the officers of the corporation shall be those normally and reasonably associated with and attendant to their office.

Section 6: Compensation.

Officers of the Corporation shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any officer from serving the corporation in any other capacity and receiving compensation therefor, provided however that Officers may receive reimbursement for expenses actually incurred in the performance of his duties as a Director.

ARTICLE VI. Committees.

Section 1: Committees of Directors.

The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

Section 2: Term of Office.

Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3: Chairman.

One member of such committee shall be appointed

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Chairman by the person or persons authorized to appoint the member thereof.

Section 4: Rules.

Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII. Contracts, Checks, Deposits and Funds

Section 1: Contracts.

The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2: Checks, Drafts, etc.

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice-President of the corporation.

Section 3: Deposits.

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such Banks, Trust Companies, or other depositories as the Board of Directors may select.

Section 4: Gifts.

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

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ARTICLE VIII. Certificates of Membership

Section 1: Certificates of Membership.

The Board of Directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary and shall be sealed with the Seal of the corporation. All certificates shall be consecutively numbered. One certificate shall be issued for each Unit and shall contain the names of the owner or owners thereof and in the event of occupancy of such Unit by a Lessee or Sub-Lessee for a term of more than five (5) years, the name or names of such Sub-Lessee or Sub-Lessees as the case may be. The name or names appearing on such certificate and unit number shall be entered in the records of the Corporation.

ARTICLE IX. Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees, having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X. Fiscal Year

The fiscal year of the corporation shall begin on the First day of January and end on the Last day of December in each year.

ARTICLE XI. Dues, Fees, Charges, Assessments

Section 1: Dues and Assessments.

The Board of Directors may determine from time to time the dues, charges, fees or assessments to be paid by the members.

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Said dues, charges, fees and assessments are to be levied in an amount and manner so as to provide the corporation with sufficient funds to meet the obligations of the corporation and furnish the facilities and service to the Units at SAN CRISTOBAL, a Condominium, which the corporation is obligated to furnish, all on a non-profit basis, and each apartment to bear only its prorata share of same, as provided in the Declaration of Condominium. The services and facilities that the Association is to furnish for the benefit of SAN CRISTOBAL, a Condominium, in addition to those services and facilities hereafter added by vote of the members and subject to subsequent deletion of services or facilities pursuant to vote of the members, shall be the furnishing of and maintenance of common outside lighting, maintenance of all grounds including lawns, roads, recreation area, and walkways, whether common elements or limited common elements, exterior maintenance and painting of outside walls of Units, as needed, garbage and trash removal for the Condominium and all units thereof, fire and extended coverage insurance for the Condominium, and all Units, and common structures in an amount of no less than the full insurable value of same.

The Association is specifically authorized to enter and has entered into a Ninety-nine (99) Year Lease Agreement with AERO, INC., a copy of which is attached to the Declaration of Condominiums. All rental payments and other expenses relating to such leasehold interest shall be apportioned equally among all Units as common expenses, in addition to the assessments, as set forth heretofore in this section.

Section 2: Default.

When any member shall be in default of the fees due, charges or assessments levied pursuant to Section 1 of this Article, he shall be subject to the liability for collection of same provided under the Condominium Act of the State of Florida, together with all costs of collection, including a reasonable Attorney's fee.

ARTICLE XII. Seal

The Seal of the Corporation shall be as follows:
It shall be in the form of a circle and shall have inscribed therein the name of the corporation and the words "Corporate Seal 1972".

ARTICLE XIII. Amendments to By-Laws

These By-Laws may be made, altered or rescinded from time to time in whole or in part by the affirmative vote of two-thirds (2/3rds) of the members of the corporation, at a regular annual meeting of the corporation, or a meeting called for that purpose.

OFF REC 979 PG 236

LEASE

This instrument was prepared by:

ROBERT L. MOORE
Member, Florida Bar
Florida Power & Light Building
P. O. Box 1215
Venice, Florida 33595

THIS LEASE AGREEMENT, dated this 6 day of NOVEMBER, 1972, by and between AERO, INC., a Florida corporation, hereinafter referred to as "Lessor" and SAN CRISTOBAL ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessee is desirous of procuring the use and maintenance of certain facilities for parking vehicles and for other purposes for the occupants of Units of SAN CRISTOBAL, a Condominium, lying and situate in Sarasota County, Florida; and

WHEREAS, Lessor presently holds title to real property adjacent to SAN CRISTOBAL, a Condominium, which said real property has been improved to include a paved parking surface and is described as follows, to-wit:

Begin at the N.W. corner of Lot 1, Block 11, Golden Beach, Unit No. 2, as recorded in Plat Book 7, Pages 96 and 96-A, Public Records of Sarasota County, Florida; thence N 4° 17' 00" W along a northerly projection of the westerly boundary of Lot 1, Block 11, 50.14 feet to an intersection with the westerly extension of the north R/W line of Gulf Street (50 foot R/W); thence east along said R/W line and its extension, 138.06 feet for a point of beginning; thence continue East 181.97 feet, thence north 99.60 feet; thence S 89° 56' 00" W, 182.06 feet to a point that lies N 0° 04' 00" W from the P.O. B.; thence S 0° 04' 00" E, 99.39 feet to the P.O.B. less Parcel "A" as described in *DR Book 979 page 216 of the public records of Sarasota County, Florida.*

WHEREAS, Lessor is willing to construct parking facilities on the property and to lease the property to Lessee, and Lessee is desirous of accepting a Lease thereto;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto do agree as follows:

1.

EXHIBIT "E"
OFF REC 979 PG 236

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1.

Grant

That the Lessor does hereby demise and grant unto Lessee, and the Lessee does hereby accept a Lease to that certain real property described above, on the terms and conditions hereinafter set forth.

2.

Term

That the term of this Lease shall commence on the 6 day of NOVEMBER, A.D., 1972, and continue for a period of ninety-nine (99) years.

3.

Rental

That the Lessee agrees to pay to Lessor, as rental, during the term of this Lease, the sum of Twenty-five Dollars (\$25.00) per month per Unit. SAN CRISTOBAL ASSOCIATION, INC., or its grantees or assigns, is hereby granted the right and option to purchase the property which is the subject matter hereof at the end of the term of this Lease for the then fair market value thereof which said market value shall be determined by three (3) registered land appraisers, one of which appraisers shall be appointed by AERO, INC., or its grantees or assigns; the second of said appraisers shall be appointed by SAN CRISTOBAL ASSOCIATION, INC.; and the third of said appraisers shall be appointed by the first and second of said appraisers. The purchase price shall be paid in cash and closing of such transaction shall take place no later than sixty (60) days after the appointment of appraisers which said appointment shall be completed within thirty (30) days after the termination of this Lease. The option to purchase shall be exercised by the delivery of a written notice thereof to AERO, INC., at least six (6) months prior to the end of the term of this Lease, and if said option is exercised, SAN CRISTOBAL ASSOCIATION, INC., shall be entitled to the continued enjoyment of the said leased pro-

perty during the time consumed in preparing for and closing the transaction.

4.

Time and Place of Payment

All rental payments to be made hereunder shall commence from 6 NOVEMBER, 1972, and be payable in advance (quarterly) on the 10 day of each third month thereafter during the term of this Lease. Payments are to be made at such place as Lessor may hereafter designate in writing.

5.

Care and Maintenance

That Lessee shall during the term of this Lease be responsible for all care, maintenance and upkeep on the demised premises, and the improvements to be constructed pursuant hereto, and Lessee shall deliver up to Lessor, at the end of the term of this Lease, the demised premises and improvements hereunder constructed by Lessor, or their replacements, in good condition and repair, reasonable wear and tear and damage by the elements excepted.

6.

Liability Insurance

That Lessee agrees to save and hold the Lessor harmless from any and all liability for damage to persons or property upon the demised premises, or the improvements constructed thereon, and to indemnify the Lessor against such liability, and to carry general liability insurance for this purpose, with a limit of not less than \$100,000.00 for any one person, and not less than \$300,000.00 for any one accident.

7.

Hazard Insurance and Rebuilding of Improvements

Lessee agrees to maintain Hazard Insurance to the full insurable value of the same for the benefit of Lessor upon the improvements which might hereafter be constructed by Lessor or Lessee on the demised premises, and Lessor agrees that in the event of damage or destruction of the demised premises or

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the improvements constructed thereon by any cause, said premises and improvements shall be promptly and fully repaired or restored, as the case may be, by Lessor at Lessor's expense. It is agreed that in the event of such damage or destruction, this Lease shall continue in full force and effect, but if such damage or destruction shall be of such an extent that Lessee cannot make substantially its customary use of the damaged or destroyed facilities, then the rental payments which Lessee is obligated to make hereunder shall abate equitably during the period of repair and restoration, in proportion to the rental value of the facilities which Lessee is unable to use during said period of repair and restoration. In the event that the damage or destruction suffered is caused by the wilful act or gross negligence of Lessee, its agents, servants, invitees or guests, and Lessor is prejudiced thereby in respect to receiving proceeds on the insurance policies covering the damaged property, no rent shall abate and the obligations to rebuild or repair shall fall upon Lessee.

8.

Assignment

Lessee shall not assign or sublet its interest herein without the written consent of the Lessor.

9.

Taxes.

Lessee shall pay during the term of the lease all real and personal property taxes on the property hereby demised and any improvement thereon currently in existence or hereinafter constructed as they may become due, and in the event the Lessee shall fail to pay any taxes when due, the Lessor may pay the same, and such amounts paid, including penalties or interest shall be added to the rental due hereunder and payable by Lessee upon the next rental payment due.

10.

Subordination.

That this Lease shall be subject and subordinate at

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all times to the liens of those certain mortgages now encumbering the demised premises, and to any renewal or extensions of said mortgages. This Lease shall further be subject and subordinate at all times to the liens of all mortgages which at any time hereafter may be made a first or consolidated first lien upon said demised premises. Lessee further agrees to subordinate this Lease to any future mortgage procured by Lessor from any recognized lending institution.

11.

Lessor To Obey Rules, Regulations, Etc.

That Lessee agrees during the term of this Lease to promptly observe, comply with and execute at Lessee's cost and expense, all present and future laws, rules, requirements, orders, directions, ordinances and regulations of the County of Sarasota, and the State of Florida, and the City of Venice, and the United States of America, and of any and all governmental authorities or agencies, bureaus, boards or officials, and any board of fire underwriters, relating to the premises or the use thereof by Lessee. If Lessee shall fail to comply with and execute any such law or rule, requirement, order, direction, ordinance and/or regulations, the Lessor may, but shall not be obligated to, comply with and execute the same, and any amounts of money paid by Lessor in so complying with and executing the same, with all expenses, interest and penalties incurred in connection therewith shall, or may be, added as "additional" rental, to the next installment of rent becoming due, or on any subsequent rent day fixed by this Lease, and shall be collectable as such additional rent in the same manner and with the same remedies as if it had been originally reserved as rent.

12.

Alterations by Lessee.

Lessor agrees that Lessee may, at Lessee's expense, make any alterations, repairs, replacements or additions to any building or improvements now existing upon or hereafter constructed upon the demised premises, provided:

5.

(a) That any such alterations, repairs, replacements or additions shall not lessen the value of said improvements; and,

(b) That Lessee would perform such alterations, repairs, replacements or additions in accordance with the statutes, ordinances, rules and regulations, and orders of all public and quasi-public authorities having jurisdiction thereof, in accordance with the rules and regulations of the local Board of Fire Insurance Underwriters; and,

(c) That said premises shall, at all times, be kept free and clear of all mechanic's, materialmen's, laborers or other liens, or claims of liens, and Lessee agrees to indemnify and save the Lessor harmless from all claims, demands and liability, including damage to personal property arising out of, or in connection with any such work; and,

(d) That at all reasonable times during the progress of such construction work, Lessor, or persons authorized by Lessor, shall have the right to go upon said premises for the purpose of inspecting the construction work then in progress.

(e) That before the commencing of any such construction work, Lessee shall procure the written permission of Lessor or Lessor's architect.

(f) That Lessee shall not sub-let the demised premises or assign this Lease, except that Lessee may give a non-exclusive sublease to the premises to persons residing at SAN CRISTOBAL, a Condominium, in which event Lessee shall still remain liable hereon and for the performance of Lessee's obligations hereunder.

13.

Covenants As To Breach and Remedies

That in the event of breach of this Lease, or any promises or covenants hereof by Lessee, or in the event of abandonment of or renunciation of this Lease by Lessee before the expiration of the term, the Lessor may either:

(a) Treat this Lease as terminated and resume possession of the premises, having immediate right of re-entry,

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and remove all personal property of Lessee from the premises, and store such property in a public warehouse, or elsewhere, at the cost of and for the account of Lessee; or,

(b) Lessor may retake possession of the premises for the account of Lessee and relet the premises or any part thereof, for such term or terms and at such rental and upon such terms and conditions as Lessor may deem advisable, in which event the rents received by Lessor from reletting shall be applied first to the payment of such expense as the Lessor may be put to in re-entering, and reletting, and then to the payment of rent due under this Lease, the balance, if any, to be paid over to Lessee who shall remain liable for any deficiency; or,

(c) Lessor may stand by and do nothing, and shall have the right to sue Lessee as each installment of rent matures, or accelerate the balance of installments and sue for same.

No such re-entry or taking possession of the said premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease, unless written notice of such intention be given to Lessee, or, unless the termination thereof be decreed by a Court of competent jurisdiction. In the event it becomes necessary for Lessor to use legal process to enforce any of Lessee's promises or covenants hereunder, Lessee shall be liable for all such costs incurred by Lessor, including Court costs and a reasonable attorney's fee.

14.

Performance by Lessor of Lessee's Obligations

In the event Lessor shall pay or be compelled to pay any sum of money or do any act which requires the payment of money, by reason of the failure of the Lessee to perform one or more of Lessee's covenants herein contained, then in such event, the sum or sums so paid by Lessor, together with all interest, expense and obligations incurred by Lessor in connection therewith, shall be considered as additional rent and shall be added to the next installment of rent coming due, and shall be collect-

7.

able in the same manner and with the same remedies as if such rents had originally been reserved in this Lease. Lessor agrees not to pay any sum of money or do any act which requires the payment of any sum of money, for which under the provisions of this numbered paragraph, it would be entitled to be reimbursed by the Lessee, unless it shall have first given Lessee fifteen (15) days notice of its intentions so to do, and Lessee shall have failed during such period to make such payment or do such act which under the terms of this Lease it is required to do.

15.

Waiver.

That the waiver by Lessor of any breach of any term, covenant or condition herein contained, shall not be deemed as a waiver of any subsequent breach of the same or other term, condition or covenant herein contained.

16.

Agreement Contains All Promises.

That this Agreement contains all the terms, representations, and promises made by and between the parties hereto, and that no modification hereof shall be binding, unless in writing and executed by the parties hereto.

17.

Assignment by Lessor.

That the Lessor shall expressly have the right to assign or convey its interest under this Lease or any portion thereof, to any individual or corporate nominee of its choosing.

IN WITNESS WHEREOF, the parties hereto have caused their signatures and seals to be affixed by their respective duly authorized officers, the day and year first above written.

Irene Shawace
Robert L. Moore

AERO, INC.

By: Robert L. Moore President
Debbie Nelson Secretary

(CORPORATE SEAL)

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SAN CRISTOBAL ASSOCIATION, INC.

Jesse H. ...

By: Robert D. Mahon
President

Robert L. Moore

Isabella Mahon
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day personally appeared before me, an officer fully authorized to administer oaths and take acknowledgments **ROBERT D. MAHON AND ISABELLA MAHON**, Vice President and Secretary, respectively, of AFRO, INC., to me well known to be the persons described in and who executed the foregoing Lease, and they severally acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Sarasota, County of Sarasota and State of Florida this 6 day of November, 1972.

Robert L. Moore
Notary Public

My Commission Expires:
Notary Public State of Florida at Large
My Commission Expires Apr. 13, 1975
Bonded by U. S. F. & T.

STATE OF FLORIDA)

COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day personally appeared before me, an officer fully authorized to administer oaths and take acknowledgments **ROBERT D. MAHON AND ISABELLA MAHON**, President and Secretary, respectively, of SAN CRISTOBAL ASSOCIATION, INC., to me well known to be the persons described in and who executed the foregoing Lease, and they severally acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Sarasota, County of Sarasota and State of Florida this 6 day of NOVEMBER, 1972.

Robert L. Moore
Notary Public

My Commission Expires:
Notary Public State of Florida at Large
My Commission Expires Apr. 13, 1975
Bonded by U. S. F. & T.

2014 NOV 2

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, executed this _____ day of _____, 1972, by and between SAN CRISTOBAL ASSOCIATION, INC., a non-profit Florida corporation, hereinafter called "Sublessor," and _____ of _____ hereinafter called "Sublessee."

WITNESSETH:

Sublessor does lease, rent, let and demise, and by these presents does lease, rent, let and demise unto said Sublease an equal undivided interest in the property more fully described in that certain Lease Agreement between AERO, INC., a Florida corporation of Venice, Florida, as Lessor, and SAN CRISTOBAL ASSOCIATION, INC., dated the _____ day of _____, 197____, and recorded in Official Record Book _____, Page _____, of the Public Records of Sarasota County, Florida. It is the intent of the Sublessor to enter into a sublease with each owner of a unit in SAN CRISTOBAL, a Condominium, and each owner shall acquire at the time of execution of their individual sublease, an undivided leasehold interest that is equal to the leasehold interest held by each of the other owners.

1.

TERMS OF EXISTING LEASE INCORPORATED HEREIN. The terms of the existing lease between AERO, INC., and SAN CRISTOBAL ASSOCIATION, INC., referred to above, are incorporated herein by reference as fully as if said terms and provisions were herewith set forth in full, except the provisions set out in this Sublease supersede contrary provisions in the lease.

2.

TERM. This Sublease is to run from the _____ day of _____, 19____, through and including the _____ day of _____, 2071.

3.

SUBLEASE CONSIDERATION. Sublessee shall pay and does hereby agree to pay Sublessor at such place as Sublessor may designate from time to time, in writing, a lease payment for the use of the premises as follows: An annual rental of Three Hundred Dollars (\$300.00).

3.1 The first payment to become due at the time of delivery of the Warranty Deed on the Sublessee's condominium unit.

3.2 The first payment to be prorated to the first day of _____, 19____, and thereafter payments to be due on or before the first day of each year for the balance of the term of the Sublease.

1.

EXHIBIT "F"

4.

DUTIES OF SUBLESSOR. The Sublessor agrees to perform all of the duties and obligations to be performed by the Lessee under the provisions of Paragraphs _____ of the Lease between AERO, INC., and SAN CRISTOBAL ASSOCIATION, INC., and the Sublessee agrees to pay promptly to the Sublessor on demand a prorata share of all costs and expenses incurred by the Sublessor in fulfilling the above obligations. The share shall be based upon the Sublessee's share of the common expenses as set forth in Paragraph VI of the Declaration of Condominium of SAN CRISTOBAL.

5.

AMENDMENTS. Furthermore, Sublessee agrees to add to this Lease any amendment, revision, supplement, or addition to the Lease between AERO, INC., and SAN CRISTOBAL ASSOCIATION, INC.

6.

ASSIGNMENT OF SUBLEASE. During the term of the main Lease and this Sublease, the Sublessee agrees that any subsequent purchaser of the Sublessee's condominium unit in SAN CRISTOBAL shall be required to assume this outstanding Sublease by executing an assumption agreement in the form attached to the Declaration of Condominium as Exhibit "G" the assignment of which shall be executed by the Sublessee and the consent to the assignment will be executed by the Sublessor provided the Assignee has otherwise been approved in accordance with all the provisions of the Declaration of Condominium of SAN CRISTOBAL.

7.

MORTGAGING LEASEHOLD INTEREST. The Sublessee shall have the right when entering into a mortgage as mortgagor with a mortgagee as defined under Paragraph XIII of the Declaration of Condominium of SAN CRISTOBAL to mortgage the leasehold interest which he has acquired by virtue of this Sublease.

8.

LIEN AGAINST CONDOMINIUM UNIT. If any rent payable by Sublessee or Sublessor shall be and remain unpaid for more than fifteen (15) days after the same shall be due and payable, or if Sublessee shall violate or default in performance of any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for Sublessor to declare this Lease forfeited and the lease term ended and to re-enter said premises, with or without process of law, using such force as may be necessary, to remove Sublessee and Sublessee's chattels therefrom. Sublessor shall not be liable for damages by reason of such re-entry or forfeiture. Notwithstanding such re-entry by Sublessor, the liability of Sublessee for the rent provided for herein for the balance of the lease terms shall not be relinquished or extinguished.

Sublessee hereby grants to Sublessor a lien upon Sublessee's condominium unit and all the furniture and furnishings and fixtures located therein to secure to Sublessor Sublessee's performance of all of Lessee's duties hereunder, including, but not limited to, the payment of rent. The lien created by this Lease shall be subject and inferior only to the lien of a valid first mortgage placed upon the condominium unit. The lien granted hereby may be foreclosed by Sublessor in the same manner

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as a mortgage lien may be foreclosed and Sublessees hereunder jointly and severally promise to pay all costs, including attorney's fees, incurred by Sublessor as a result of a foreclosure of such lien.

9.

COSTS AND ATTORNEY'S FEES. In any proceeding arising because of a default by one of the parties, the non-defaulting party shall be able to collect reasonable attorney's fees, expenses and costs arising from the default.

10.

CONDITIONS. This Agreement shall be binding upon and enure to the benefit of the heirs, successors, assigns and personal representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____ 1972.

Signed, sealed and delivered in the presence of:

SAN CRISTOBAL ASSOCIATION, INC.

By: _____

Sublessor

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

(SEAL)

(SEAL)

Sublessee (s)

STATE OF FLORIDA)

COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____ as _____ of SAN CRISTOBAL ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 1972.

Notary Public

My Commission Expires:

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STATE OF FLORIDA)

COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instruments and acknowledged before me that _____ executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1972.

Notary Public

My Commission Expires:

2074 JCS

ASSUMPTION AGREEMENT
ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS, That _____
_____, of _____, for
and in consideration of the sum of Ten Dollars (\$10.00), the
receipt of which is hereby acknowledged, and other valuable
considerations, hereby assigns, transfers and sets over unto
_____, of _____,
all right, title and interest which we have in that certain
Sublease on Apartment _____,
executed the _____ day of _____, 19____, by and
between SAN CRISTOBAL ASSOCIATION, INC., and _____
_____, said Sublease having been recorded
in Official Records Book _____, Page _____, of the Public
Records of Sarasota County, Florida, to have and to hold the
same to the said _____,
and their successors, assigns, personal representatives and
heirs from the date hereof, for and during the remainder of
the term thereof subject to the rents, covenants, conditions
and provisions therein mentioned.

We warrant that all payments due to SAN CRISTOBAL
ASSOCIATION, INC., under the terms of this Sublease have been
paid in full to the _____ day of _____, 19____.

IN WITNESS WHEREOF, we have hereunto set our hands
and seals this _____ day of _____, 19____.

Signed, sealed and delivered
in the presence of:

(SEAL)
(SEAL)

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REC 979 PG 250

STATE OF FLORIDA)

COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing Assignment of Sublease and acknowledged before me that _____ executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 197__.

Notary Public

My Commission Expires:

REC 979 PG 250

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REC 979 n 251

ASSUMPTION OF SUBLEASE

_____, in consid-
eration of the above assignment and written consent of the
sublessor thereto, hereby accepts the same, and assume and
agree to make all the payments and perform all of the agreement
and conditions of said Sublease by the Sublessee to be performed,
this ____ day of _____, 19__.

Signed, sealed and delivered
in the presence of:

(SEAL)

(SEAL)

STATE OF FLORIDA)
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day before me, an
officer duly qualified to take acknowledgments, personally
appeared _____
to me known to be the person(s) described in and who executed
the foregoing Assumption of Sublease and acknowledged before
me that _____ executed the same.

WITNESS my hand and official and seal in the County
and State last aforesaid this ____ day of _____,
197__.

Notary Public

My Commission Expires:

REC 979 n 251

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CONSENT TO ASSIGN

SAN CRISTOBAL ASSOCIATION, INC., a Florida corporation not for profit, the Sublessor of the property described in the Sublease mentioned in the above assignment, hereby consents to said assignment.

The Lease payments have been paid to the _____ day of _____, 19____, and the next payment in the amount of _____ Dollars (\$ _____) is due on that date.

The Corporation hereby accepts the above named Assignees as Sublessees this _____ day of _____, 19____, and hereby releases _____, from all further obligations and liabilities to SAN CRISTOBAL ASSOCIATION, INC., under the terms of the assigned Sublease.

Signed, sealed and delivered in the presence of:

_____ SAN CRISTOBAL ASSOCIATION, INC.

_____ By: _____ President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, as President of SAN CRISTOBAL ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing Consent to Assignment and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 197____.

_____ Notary Public

My Commission Expires:

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Robert L. Moore, Esq.
of the Law Offices of
BOONE, KANETSKY & MOORE
P. O. Box 1596
VENICE, FLORIDA 33595

Warranty Deed

 (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this _____ day of _____ 19____ Between
AERO, INC., a Florida corporation

of the County of Sarasota, State of Florida

whose post office address is

of the County of _____, State of _____

RECORDED
NOV 7 2 35 PM '72
4835528

Witnesseth, That said grantor, for and in consideration of the sum of
-----Ten Dollars (\$10.00) and ovc----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land, situate, lying and being in Sarasota County, Florida, to-wit:

Unit _____ of SAN CRISTOBAL, a Condominium, according
to the plat thereof recorded in Condominium Book 6,
Pages 11 through 11A of the Public Records of
Sarasota County, Florida, and all subsequent amendments
thereto, together with an undivided share in the common
elements appurtenant thereto.

Subject, however, to all the provisions of the Declaration
of Condominium, exhibits incorporated therein, and sub-
sequent amendments thereto, which the grantees assume and
agree to observe and perform.

Subject to taxes for the year 19____, and to Restrictions,
Reservations, Easements of Record, Zoning and Applicable
Governmental Regulations.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

AERO, INC. (Seal)

By: _____ (Seal)

_____ (Seal)

STATE OF Florida
COUNTY OF Sarasota
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged before
me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of
19____

My commission expires: _____ Notary Public

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