CONDOMINIUM BOOK 37 PAGE 23-
SHEET 1 OF 3

DECLARATION OF CONDOMINIUM RECORDED ON 12/8, 2004 IN INSTRUMENT NUMBER 200423384 9, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

THE BEALS COMMERCE CENTER, A CONDOMINIUM

SECTION 16, TOWNSHIP 36 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA.

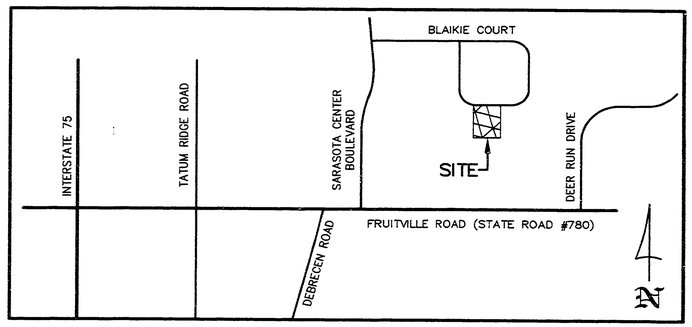
RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 200423385O 1 PG
2004 DEC 08 04:49 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
MILLER Receipt#556973

LEGAL DESCRIPTION:

LOT 21, SARASOTA INTERNATIONAL TRADE CENTER, UNIT IV, PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGES 13, 13A AND 13B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

NOTES

1. BEARINGS REFER TO THE SOUTH LINE OF LOT 21 BEING N88°51'20"E AS PER PLAT.
2. FLOOD ZONE "C" PER FIRM PANEL NO. 125144 0160 D REVISED 5-1-84.
3. UNDERGROUND FOUNDATIONS, DRAINAGE AND UTILITIES, INCLUDING IRRIGATION HAVE NOT BEEN LOCATED UNLESS OTHERWISE SHOWN.
4. SUBJECT TO RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD IF ANY.
5. RECORD BEARINGS AND DISTANCES ARE THE SAME AS FIELD MEASUREMENTS UNLESS OTHERWISE SHOWN.
6. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, NOT SHOWN OR NOTED HEREON, ARE SPECIFIED IN THE DECLARATION OF CONDOMINIUM.
7. SUBJECT PROPERTY AREA = 32605 SQUARE FEET, (0.7485 ACRES).
8. ELEVATIONS REFER TO NGVD 1929 DATUM.
9. ASPHALT PARKING AREAS ARE LIMITED COMMON ELEMENTS.



LOCATION SKETCH
(NOT TO SCALE)

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED, A FLORIDA PROFESSIONAL LAND SURVEYOR, CERTIFY PURSUANT TO SECTION 718.104, FLORIDA STATUTES THAT THE CONSTRUCTION OF THE IMPROVEMENTS AND UNITS DESCRIBED ARE SUBSTANTIALLY COMPLETE SO THAT THE SURVEY AND THE DESCRIPTION OF IMPROVEMENTS AND UNITS, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS, AND THAT THIS CONDOMINIUM SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN FLORIDA, CHAPTER 61G7-6, FLORIDA ADMINISTRATIVE CODE, AS PROVIDED FOR IN CHAPTER 472, FLORIDA STATUTES.

DATED THIS 7TH DAY OF DECEMBER, 2004

BY: RODNEY L. MCKINZIE
CERTIFICATE NO. LS4780 & LB6096
12-03-04

GULF COAST SURVEYING, INC.
3801 BEE RIDGE ROAD SUITE 5B
SARASOTA, FLORIDA. 34233.
(941) 371-5996 \ FAX 925-0053

UNIT BOUNDARIES

1. HORIZONTAL BOUNDARIES:

   A. THE LOWER HORIZONTAL BOUNDARIES OF EACH UNIT SHALL BE THE HORIZONTAL PLANE OF THE UNFINISHED SURFACE OF THE TOP OF THE CONCRETE FLOOR EXTENDED TO THE INTERSECTION WITH THE PERIMECTRICAL BOUNDARIES.

   B. THE UPPER HORIZONTAL BOUNDARIES OF EACH UNIT SHALL BE THE HORIZONTAL PLANE OF THE LOWER SURFACE OF THE STEEL GIRDERS AND BEAMS SUPPORTING THE ROOF EXTENDED TO THE INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.

2. VERTICAL BOUNDARIES:

   THE PERIMETRICAL BOUNDARIES OF EACH UNIT SHALL BE THE VERTICAL PLANE OF THE UNFINISHED, INTERIOR SURFACE OF THE UNIT WALLS, AS SHOWN ON THE GRAPHIC DESCRIPTION OF THE IMPROVEMENTS WHICH ARE A PART OF EXHIBIT "A" TO THIS DECLARATION.

3. APERTURES:

   WHERE THE UNIT IS BOUNDED VERTICALLY BY A BUILDING WALL, THE WALL SHALL BE CONSIDERED TO INCLUDE ANY DOOR, ROLLING DOOR, WINDOW OR OTHER CLOSURE THERIN IN THE CLOSED POSITION AND THE BOUNDARY SHALL BE THE UNFINISHED SURFACE OF SUCH WALL ON THE UNIT SIDE, TO EFFECT THAT THE UNIT SHALL INCLUDE PAINT, WALLPAPER, ENAMEL, STAIN OR OTHER FINISHING ON SUCH SURFACE. TO THE EXTENT THE DOOR OR WINDOW IS IN THE VERTICAL WALL, THE UNIT BOUNDARY SHALL BE EXTENDED TO INCLUDE THE COMPONENTS OF SAID DOOR OR WINDOW. THE RESPONSIBILITY FOR THE COST TO REPAIR OF REPLACE THE DOOR OR WINDOW SHALL BE THE OBLIGATION OF THE UNIT OWNER. HOWEVER, IF SUCH REPAIR, MAINTENANCE OR REPLACEMENT IN ANY WAY EFFECTS THE EXTERIOR APPEARANCE OF THE UNIT, THE SAID UNIT OWNER MUST OBTAIN THE PRIOR WRITTEN APPROVAL OF THE ASSOCIATION FOR ANY MODIFICATION OR CHANGE DIFFERING FROM THE ORIGINAL COMPONENT.

4. PROPERTY EXCLUDED FROM UNITS AND PROPERTY INCLUDED IN UNITS:

   A. PROPERTY EXCLUDED FROM UNITS
   A UNIT SHALL NOT INCLUDE SEWER LINES OUTSIDE EACH BOUNDARIES, FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, STRUCTURAL JOISTS, SUPPORTS, EXTERIOR WALLS, INTERIOR LOAD BEARING WALLS, UNIT DIVIDER WALLS, PILLARS, CONCRETE FLOORS, EQUIPMENT FOR ELECTRICAL POWER, OR ALL PIPES, WIRES, CONDUITS, DUCTS, VENTS AND OTHER SERVICES AND UTILITY LINES WHICH ARE UTILIZED FOR, OR SERVE MORE THAN ONE UNIT

   B. PROPERTY INCLUDED IN UNITS

   A UNIT SHALL SPECIFICALLY INCLUDE ALL COMPONENTS OF BATHROOMS AND OFFICE SPACE CONSTRUCTED WHOLLY WITHIN THE UNIT NOT PREVIOUSLY EXCLUDED FROM THE UNIT, THE CONDUITS AND ELECTRICAL WIRES IN SAID CONDUITS FROM THE MAIN POWER FEED TO EACH UNIT. THE UNIT INCLUDES THE ENTIRE HVAC SYSTEM SERVING SAID UNIT EXCLUSIVELY, THE UNIT INCLUDES ALL PLUMBING FIXTURES, PIPES WITHIN SAID UNIT SERVING EXCLUSIVELY THE UNIT.

   EACH UNIT OWNER SHALL BE DEEMED TO OWN THE AIR SPACE LYING BETWEEN THE PERIMETRICAL BOUNDARIES DESCRIBED IN SECTION 3.2, INCLUDING PLASTER, PAINT AND OTHER COVERINGS OF SAME. EACH UNIT OWNER SHALL ALSO BE DEEMED TO OWN GLASS OR SCREENED SURFACES OF WINDOWS OR DOORS OF THE UNIT, AND ALL DOORS. EACH UNIT OWNER SHALL ALSO BE DEEMED TO OWN ANY HEAT PUMPS OR AIR CONDITION UNITS LOCATED WITHIN OR SERVICING THE UNIT. SUCH HEATING AND AIR CONDITIONING UNITS MAYBE ACQUIRED AND BECOME A PART OF THE UNIT AT THE OPTION OF THE UNIT OWNER. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR COVERING, REPLACING OR MODIFYING SUCH GLASS OR SCREENED SURFACES, AND SUCH HEATING AND AIR CONDITIONING UNITS, AND SAID DOORS, PROVIDED, HOWEVER, THAT SUCH REPLACEMENT IF MODIFYING THE ORIGINAL COMPONENT MUST BE APPROVED BY THE ASSOCIATION. SHOULD A UNIT OWNER INSTALL ADDITIONAL ELECTRICAL OR POWER USAGE, WATER OR FACILITIES REQUIRING WATER IN THE UNIT, IN ADDITION TO OR REPLACEMENT OF THE STANDARD ELECTRICAL OR WATER SERVICE PROVIDED TO ALL OTHER UNITS, SUCH UNIT OWNER SHALL PAY ALL COSTS OF INSTALLING SAME IN THE UNIT AND SHALL BE RESPONSIBLE FOR METERING, IMPACT AND "TAP" FEES FOR INSTALLATION OF WATER LINES AND CONNECTIONS TO THE SEPTIC SYSTEM. SUCH WATER FACILITIES SHALL BE A PART OF THE UNIT AND THE UNIT OWNER OF THAT UNIT SHALL HAVE THE RESPONSIBILITY TO MAINTAIN, REPAIR AND REPLACE THOSE WATER FACILITIES AND ALL PLUMBING WHICH ARE A PART OF SAME. SHOULD A UNIT OWNER FRAME THE UNIT WITH WOOD, DRY WALL, OR OTHER BUILDING MATERIALS WITHIN THE BOUNDARY OF THE UNIT, THE UNIT OWNER SHALL HAVE THE RESPONSIBILITY TO MAINTAIN, REPAIR AND REPLCE SUCH FRAMES OF SIMILAR INTERNAL CONSTRUCTION WITHIN THE BOUNDARIES OF THE UNIT. THE UNIT OWNER SHALL MAINTAIN AND REPAIR THE METAL MATERIALS AND SIDING WHICH CONSTITUTE THE PERIMETER WALLS AND CEIILING SURROUNDING SUCH UNIT TO WHICH SUCH CONSTRUCTION IS ATTACHED OR ANCHORED.

THE BEALS COMMERCE CENTER, A CONDOMINIUM

SECTION 16, TOWNSHIP 36 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA.

LEGEND

● IRON ROD OR PIPE FOUND	(P)– PLAT
○ IRON ROD SET 5\8" #4780	(F)– FIELD
■ CONCRETE MONUMENT FOUND 4"X4"	(D)– DEED
□ CONCRETE MONUMENT SET 4"X4" #4780	(R)– RADIAL
P.R.M.– PERMANENT REFRENCE MONUMENT.	(C)– CALCULATED
P.C.P.– PERMANENT CONTROL POINT.	(M)– MEASURED
P.O.L.– POINT ON LINE	FND.– FOUND
R\W– RIGHT–OF–WAY	B.M.– BENCHMARK
P.O.B.– POINT OF BEGINING	I.R.– IRON ROD
	I.P.– IRON PIPE
	N&D– NAIL AND DISK
	C\L– CENTERLINE

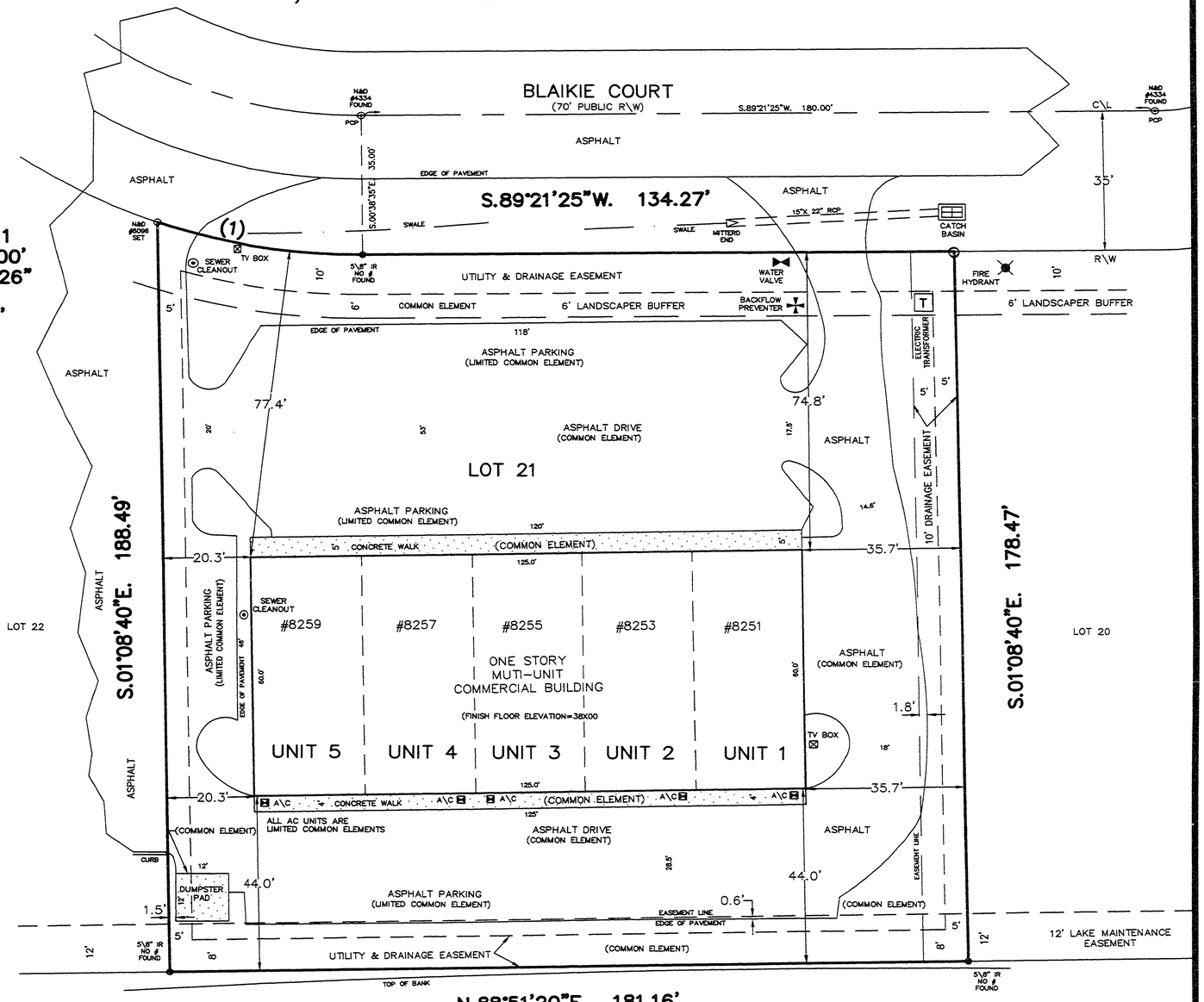
NOTES

1. BEARINGS REFER TO THE SOUTH LINE OF LOT 21 BEING N88°51'20"E AS PER PLAT.
2. FLOOD ZONE "C" PER FIRM PANEL NO. 125144 0160 D REVISED 5–1–84. (SUBJECT TO VERIFICATION)
3. UNDERGROUND FOUNDATIONS, DRAINAGE AND UTILITIES, INCLUDING IRRIGATION HAVE NOT BEEN LOCATED UNLESS OTHERWISE SHOWN.
4. SUBJECT TO RESTRICTIONS, EASEMENTS AND RIGHTS–OF–WAY OF RECORD IF ANY.
5. RECORD BEARINGS AND DISTANCES ARE THE SAME AS FIELD MEASUREMENTS UNLESS OTHERWISE SHOWN.
6. SURVEYED WITHOUT ABSTRACT OF TITLE, NO TITLE SEARCH HAS BEEN DONE BY SURVEYOR, OR PROVIDED TO SURVEYOR BY OTHERS, THAT MAY SHOW OTHER ENCUMBRANCES SUCH AS, BUT NOT LIMITED TO EASEMENTS, RIGHT–OF–WAYS AND CONFLICTS OF TITLE WITH ADJOINERS, INCLUDING OVERLAPS AND GAPS OF DEEDS OR OWNERSHIP.
7. THIS SURVEY IS NOT INTENDED TO BE PROOF OF OWNERSHIP AND IS NOT A GUARANTEE OR WARRANTY OF OWNERSHIP OF ANY KIND, AND SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING IN THE DEFENSE, PROOF OF, OR LOSS OF OWNERSHIP OF ANY, OR ALL OF THE LANDS SHOWN AND DESCRIBED ON SURVEY.
8. DATE OF FIELD SURVEY 12–02–04
9. ELEVATIONS REFER TO NGVD 1929 DATUM.
7. SUBJECT PROPERTY AREA = 32605 SQUARE FEET, (0.7485 ACRES).

Curve number 1
Radius= 135.00'
Delta= 20°21'26"
Arc= 47.97'
Chord= 47.71'

1"=20'

0 5 10 20 40
GRAPHIC SCALE



BOUNDARY SURVEY

LOT 21
SARASOTA INTERNATIONAL TRADE CENTER
UNIT IV, PHASE 2

ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGES 13, 13A THROUGH 13B OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

SECTION 16, TOWNSHIP 36 SOUTH, RANGE 19 EAST

DATE OF SURVEY: 12–02–04

GULF COAST SURVEYING, INC.
3801 BEE RIDGE ROAD SUITE 5B
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SECTION 16, TOWNSHIP 36 SOUTH, RANGE 19 EAST
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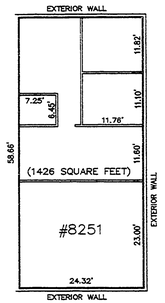
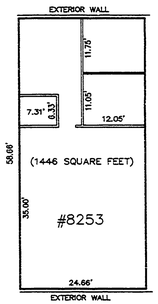


UNIT NO. 1



UNIT NO. 2

NOT TO SCALE

UNIT BOUNDARIES

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   B. THE UPPER HORIZONTAL BOUNDARIES OF EACH UNIT SHALL BE THE HORIZONTAL PLANE OF THE LOWER SURFACE OF THE STEEL GIRDERS AND BEAMS SUPPORTING THE ROOF EXTENDED TO THE INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.

2. VERTICAL BOUNDARIES:

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UPPER AND LOWER BOUNDARIES OF UNITS		
UNIT NO.	FINISH FLOOR ELEVATION	VARIABLE HEIGHT CEILING ELEVATION
UNIT NO. 1	38.00	55.33–57.33
UNIT NO. 2	38.00	55.33–57.33
UNIT NO. 3	38.00	55.33–57.33
UNIT NO. 4	38.00	55.33–57.33
UNIT NO. 5	38.00	55.33–57.33

ELEVATIONS BASED ON NGVD 1929 DATUM

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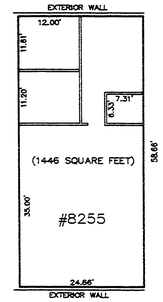
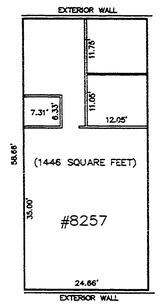
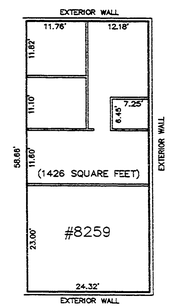


UNIT NO. 3



UNIT NO. 4



UNIT NO. 5