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PREPARED BY AND RETURN TO:
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File No: 11504-5

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2010060526 5 PGS 1
2010 MAY 17 04:14 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#1278287

Doc Stamp-Deed: 2,905.00



SPECIAL WARRANTY DEED

This Special Warranty Deed is made by VENTURA COMMERCE PARK, LLC, a Florida limited liability company (the "Grantor"), to Smile Centre's Properties – Venice, L.L.C., a Florida limited liability company, whose post office address is: 5899 Whitfield Avenue, Suite 105, Sarasota, FL 34243 (the "Grantee").

Grantor, in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys to Grantee, its successors and assigns forever, the following described real property in Sarasota County, Florida:

Units 2B and 2C, Galleria on Venice Avenue, a condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Instrument Number 2008163436, as thereafter amended, and as per Plat thereof recorded in Condominium Book 41, Page 45, as thereafter amended, of the Public Records Sarasota County, Florida.

The Property Appraiser's Parcel Identification Numbers of the above-described real property are: 0412-04-1005 and 0412-04-1006.

Grantee, by acceptance hereof, and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the Master Declaration of Covenants, Restrictions and Easements for galleria on Venice Avenue, recorded in Official Records Instrument Number 2008008488, and the Declaration of Condominium of Galleria on Venice Avenue, a Condominium recorded in Official Records Instrument Number 2008163436, as amended, all of the Public Records of Sarasota County, Florida, including but not limited to the obligation of make payment of assessments for the maintenance and operation of the Master Association, the Condominium Association, and their properties.

This conveyance is made subject to the following:


1. Real estate taxes for the year of closing and subsequent years and any special taxes or assessments entered against said property after the date of closing.
 2. Applicable zoning regulations and ordinances;
- And further subject to those exceptions as listed on Exhibit "A" ^{and B} attached and made a part hereof.

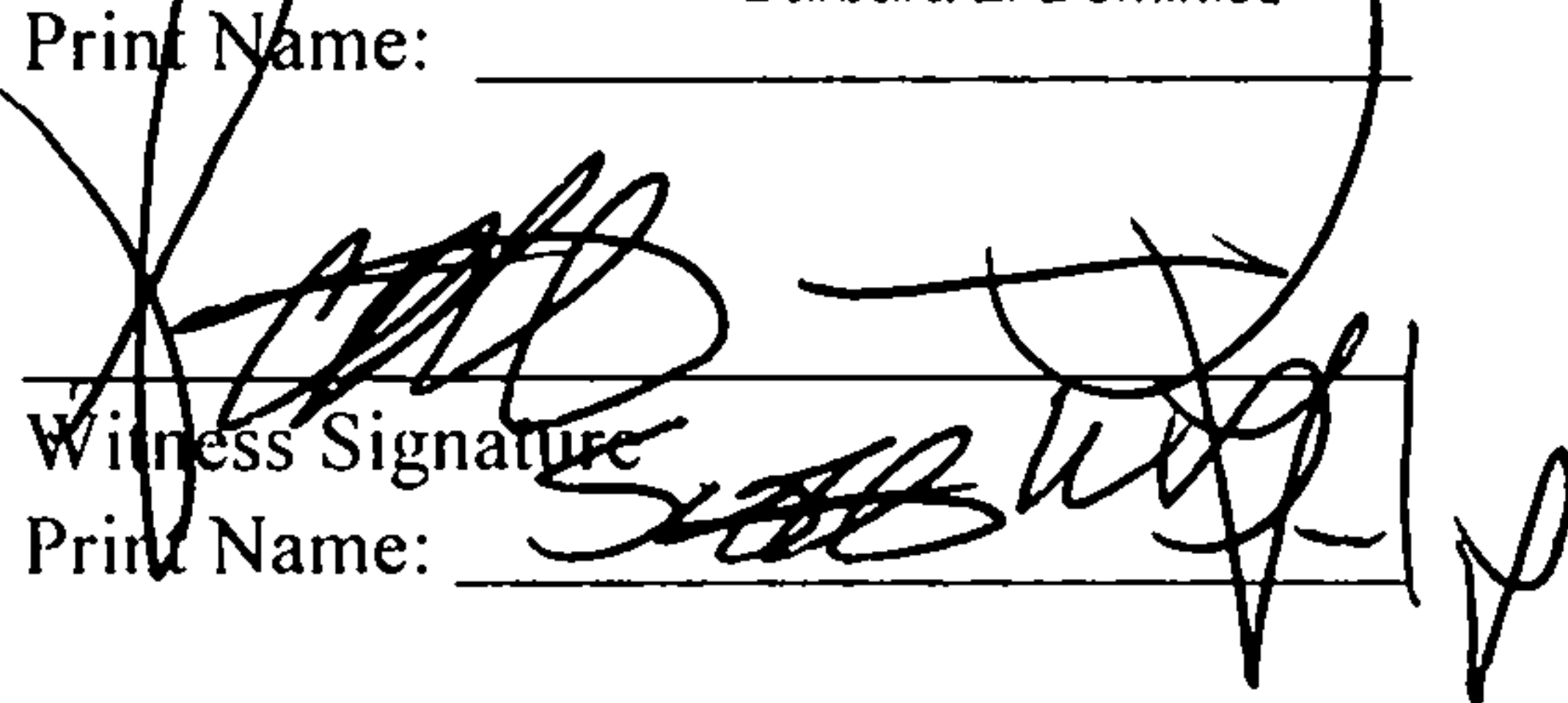
The Grantor does hereby warrant the title to said property by, through and under the said Grantor and will defend the same against lawful claims of all personal claiming buy, through or under Grantor, but not otherwise.

In witness whereof, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers, thereunto duly authorized.

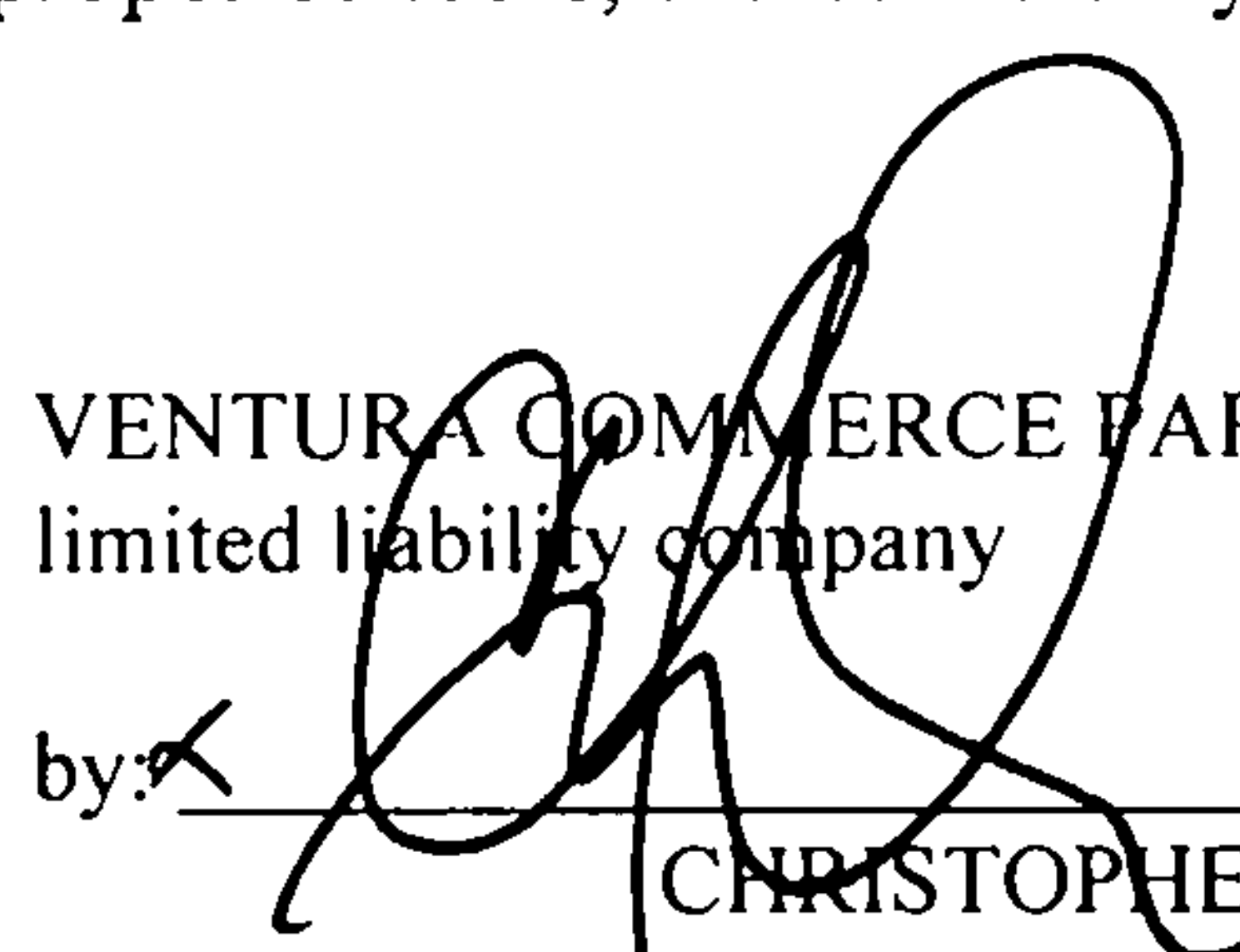
Executed on ^{May 17} April 17, 2010.

WITNESSES:


Witness Signature
Print Name: Barbara L. Deminico


Witness Signature
Print Name: Scott [unclear]

VENTURA COMMERCE PARK, LLC, a Florida
limited liability company

by: 
CHRISTOPHER DEVESO
As its Managing Member
121 Triple Diamond Blvd., Suite 8
North Venice, FL 34275

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on ^{May 17} April 17, 2010, by CHRISTOPHER DEVESO, as Managing Member of VENTURA COMMERCE PARK, LLC

Personally known: Y
or Produced Identification: _____
Type of Identification Produced _____



B. L. DeMinico
Commission # DD527907
Expires April 22, 2010
Bonded Troy Pain - Insurance, Inc. 800-385-7019

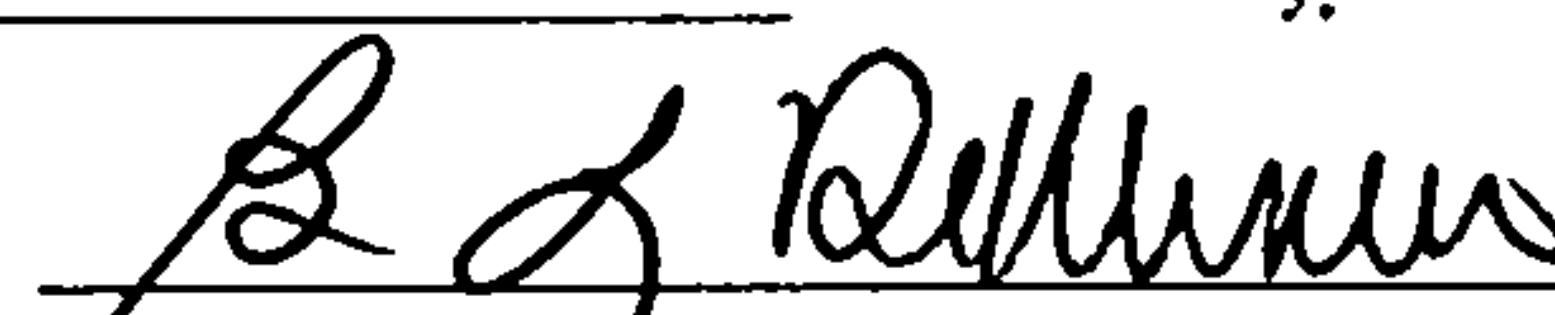

Notary Public
Print Name Barbara L. Deminico
Seal and Commission Expiration: _____

EXHIBIT "A"

1. Taxes or special assessments which are not shown as existing liens by the Public Records.
2. Declaration of Condominium of Galleria on Venice Avenue, a Condominium recorded in official Records Instrument #2008163436, and amended at Official Records Instrument #2008163437 and Official Records Instrument #2008163438, all of the Public Records of Sarasota County, Florida, and any and all amendments thereto.
3. Master Declaration of Covenants, Restrictions and Easements for Galleria on Venice Avenue recorded in official Records Instrument #2008008488 of the Public Records of Sarasota County, Florida.
4. All laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, but not limited to, all applicable zoning, building, land use and environmental ordinances, rules and regulations, and rights or interests vested in the Property of the United States of America and/or the State of Florida.
5. Resolution No. 252-71 recorded in O.R. Book 902, Page 485, Public Records of Sarasota County, Florida (Parcel 1 and 3).
6. Agreement with the City of Venice recorded in O.R. Book 902, Page 505, amended in O.R. Book 967, Page 2972, O.R. Book 971, Page 630, and O.R. Book 1327, Page 481, Public Records of Sarasota County, Florida (Parcel 1 and 3).
7. Order of Taking recorded in O.R. Book 1835, page 1475, Public Records of Sarasota County, Florida (Parcel 1 and 3).
8. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Capri Isles, Property 3, as recorded in Plat Book 22, Page 8, Public Records of Sarasota County, Florida (Parcel 1 and 3).
9. Easement in favor of City of Venice recorded in Official Records Instrument #2008151972, Public Records of Sarasota County, Florida.
10. No improvements of any kind including but not limited to, buildings, sidewalks, walkways, berms, buffers, fountains, sprinkler pipes, roads, fences, retaining walls, decorative walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, planters, benches, decorative street lights and signs ("Improvements") shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property unless such Improvements have been reviewed by and received the written approval of the Grantor.

Prior to making any improvements, Grantee shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by Grantor to be qualified, showing the nature, dimensions, materials and location of the proposed improvements.

Grantor shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property, as a whole and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. Grantor may also issue rules or guidelines setting further procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Property which the Master Association is obligated to maintain, said approval shall also be subject to approval by the Board of Directors of the Master Association. Grantor may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, Grantee shall be deemed to have automatically agreed to hold harmless and indemnify Grantor and any adjacent owner of any property, Property or building, from any loss, claim, damage or liability connected with or arising out of the Improvements or alterations.

Grantor shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans and, if not approved within such forty-five (45) day period, such plans shall be deemed rejected, provided that, in any event, no such addition, construction or alteration shall be made by Grantee which is detrimental to or inconsistent with the harmony, appearance or general scheme of the surrounding property of Galleria on Venice Avenue as a whole.

11. All other matters of record.

EXHIBIT "B"

DEED RESTRICTION
OCCUPANCY PERIOD AND USE OF THE UNIT

As a material consideration inducing the grantor under the attached deed ("Seller") to sell to the grantee under such deed ("Purchaser") that certain Unit described in this Deed (the "Unit"), Purchaser has represented to Seller that Purchaser intends to and will occupy the Unit for Purchaser's own use or will rent the Unit in accordance with the Condominium Documents and the Master Documents relating to such rentals for a period of at least twelve (12) months after Purchaser's acquisition of the Unit (the "Occupancy Period"). Seller and Purchaser have entered into a separate unrecorded Contract (the "Contract") pursuant to which Purchaser has agreed to occupy the Unit as provided herein, and Purchaser has agreed not to sell the Unit for the duration of the Occupancy Period. This Deed Restriction is to put third parties on notice of such commitments by Purchaser, and Seller's rights upon a breach of such commitments by Purchaser, as provided in the Contract and nothing contained in this Deed Restriction shall, or shall be deemed to, modify or amend the Contract in any respect. In the event of any conflict between the provisions of the Contract and the provisions of this Deed Restriction, the provisions of the Contract shall prevail. Notwithstanding the foregoing, this Deed Restriction includes certain mortgagee protections which shall be in addition to, and shall not be superseded by, the mortgagee protections in the Contract.

Purchaser acknowledges that Seller, as the developer and builder of condominium units in a planned business park, has an interest in ensuring that such units, and the condominium in which they are built (such condominium being referred to herein as the "Condominium") are purchased and occupied only by persons who will actually occupy the units for Purchaser's own use or will rent the units in accordance with the Condominium Documents and the Master Documents and to obtain a stabilized business center of occupied units.

1. Occupancy Covenants. Purchaser, on behalf of itself and its successors and assigns, hereby covenants to and for the benefit of Seller that, during the Occupancy Period: (a) Purchaser will occupy the Unit for Purchaser's own use after closing or will rent the Unit in accordance with the Condominium Documents and the Master Documents; and (b) Purchaser shall not enter into any Contract for the sale or other transfer of the Unit which would result in Purchaser's failure to hold title thereto in fee simple for the duration of the Occupancy Period.

2. Permitted Transfers; Hardship Exceptions.

Permitted Transfers. The following transfers ("Permitted Transfers") of title to the Unit, or any estate or interest therein shall not constitute a breach of the foregoing covenants, provided, however, this Deed Restriction and the Contract shall continue to burden the Unit following such conveyance: (a) a good-faith transfer by gift, devise or inheritance to Purchaser's spouse or heirs, (b) a taking of title by a surviving joint tenant, (c) a court-ordered transfer of title to a spouse as part of a divorce or dissolution proceeding, (d) a transfer by Purchaser to an inter vivos trust in which Purchaser is a beneficiary, or (e) an acquisition of title, or of any interest therein, in conjunction with marriage.

Hardship Exceptions. Notwithstanding the restrictions on transfers referenced above, Seller recognizes that a transfer of the Unit may be desirable in certain circumstances and Seller may, in its sole and absolute discretion decided on a case-by-case basis, consent to a transfer of the Unit during the Occupancy Period. Furthermore, Seller shall not unreasonably withhold its consent to a transfer in the following instances:

A transfer necessitated by the death of Purchaser;

A transfer in connection with a significant negative change in the financial circumstances of Purchaser from Purchaser's financial circumstances when Purchaser acquired the Unit, as evidenced by documentation reasonably acceptable to Seller;

A transfer in connection with military activation or otherwise arising in connection with military service; or

A transfer which, in Seller's sole independent judgment, constitutes a "hardship" situation consistent with the intent of this Deed Restriction.

3. Automatic Termination of Deed Restriction. The covenants set forth above, and the restrictions on transfer of the Unit set forth herein, shall automatically terminate and be of no further force and effect on the date which is twelve (12) months after the date of recordation of this Deed.

4. Remedies for Breach. If Purchaser or Purchaser's successors and assigns, breaches, violates or fails to perform or satisfy any of the covenants set forth in the Contract, Seller, and Seller's successors and assigns, may enforce the remedies set forth in the Contract including, without limitation, the right and option to recover all "Appreciation" in value of the Unit upon a sale of the Unit in violation of the Contract, determined as provided in the Contract, and Purchaser's obligation to pay the Appreciation shall constitute a lien on the Unit which shall run with the land and shall be binding on successors and assigns.

5. No Duty to Enforce. Seller makes no representation or warranty to Purchaser that Seller will impose these requirements on other purchasers of units in the Condominium and/or that, if Seller has imposed or in the future imposes these requirements on another purchaser, that Seller will enforce the requirements set forth in this Deed Restriction against other owners in the Condominium. Purchaser specifically acknowledges and agrees that Seller is not guaranteeing Purchaser or assuring Purchaser in any way that the Condominium will now or in the future be occupied only or primarily by owner occupants and/or that there will not be purchasers in the Condominium who are purchasing units in the Condominium for rentals or as an investment, with no intention of occupying the units for their own use. Purchaser is not a third party beneficiary to any such contract with other unit owners. Purchaser acknowledges that the Condominium may contain rental units, and/or that units within the Condominium may be sold from time to time.

6. Survival of Covenant on Transfer. Except as provided in Paragraph 9, below, Purchaser's obligations, and Seller's rights hereunder and under the Contract shall survive any transfer of the Unit by Purchaser.

7. No Unreasonable Restraint. Purchaser acknowledges that the purpose of this Deed Restriction is (i) to comply with Seller's intention to sell units only to persons who will actually occupy the units for their own use or will rent the units in accordance with the Condominium Documents and the Master Documents, and (ii) to obtain a stabilized business center of occupied units. Purchaser agrees that the provisions and restrictions set forth in this Deed Restriction do not constitute an unreasonable restraint upon alienation of the Unit.

8. Survival; Severability. All of the covenants contained herein shall survive the delivery and recordation of the deed conveying the Unit from Seller to Purchaser. The provisions of this Deed Restriction shall be independent and severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision of this Deed Restriction or the Contract.

9. Mortgagee Protection Provisions.

a) Permitted Financing. Notwithstanding anything to the contrary in this Deed Restriction or in the Contract, Purchaser may encumber the Unit as security for a loan made by an institutional lender, the proceeds of which are used only to purchase the Unit, improve the Unit or both.

b) Subordination. Seller hereby acknowledges and agrees that a violation of this Deed Restriction by Purchaser shall not defeat or render invalid the lien of any first mortgage or deed of trust in favor of an institutional lender or investor and made in good faith and for value by Purchaser, and that the covenants and provisions of this Deed Restriction shall be inferior and subordinate to the lien of any such first or second mortgage or deed of trust made by an institutional lender or investor, whether recorded concurrently with or subsequent to the deed conveying the Unit to Purchaser.

c) Termination on Foreclosure. This Deed Restriction and the Contract are subject and subordinate to any first or second priority deed of trust or mortgage on the Unit made by or held by an institutional lender or investor. Any party and its successors and assigns, receiving title to the Unit pursuant to a judicial or non-judicial foreclosure, or by any conveyance in lieu of such foreclosure, under a power of sale contained in such a first priority mortgage or deed of trust recorded against the Unit in the Office of the Recorder of the County in which the Unit is located shall take title free and clear of the provisions of this Deed Restriction and the Contract.

d) HUD or VA Insured or Guaranteed Mortgages. If Purchaser has acquired the Unit by a mortgage insured by the Secretary of the United States Department of Housing and Urban Development, or guaranteed by the United States Department of Veteran's Affairs, then this Deed Restriction and the Contract, shall automatically terminate if title to the Unit is transferred by foreclosure or deed-in-lieu of foreclosure, or if the insured or guaranteed mortgage is assigned to the Secretary or the VA.

e) Insurance Proceeds and Condemnation Award. In the event the Unit is damaged or destroyed, or in the event of condemnation, Seller shall have no claim or right to any proceeds thereof and such proceeds shall be held and distributed in accordance with the terms of any lien on the Unit, in their order of priority.

10. Covenant Running with the Land. The Unit shall be held and conveyed subject to the terms set forth in this Deed Restriction. The covenants contained herein are intended and shall be construed as covenants and conditions running with and binding the Unit and equitable servitudes upon the Unit and every part thereof. Furthermore, all and each of the terms hereunder shall be binding upon and burden all persons having or acquiring any right, title or interest in the Unit (during their ownership of such interest), or any part thereof, and their successors and assigns. This Deed Restriction is intended to bind and benefit Seller only and is not intended to be, nor shall it be construed as being, for the benefit of adjoining unit owners or any other third party.