

ISLAND COURT VENICE, a condominium

PROSPECTUS

1. Introduction To Prospectus

Nokomis Ventures, LLC, a Florida limited liability company (herein the "Developer") has prepared this Prospectus for ISLAND COURT VENICE, a Condominium (herein the "Condominium") in compliance with the requirements of the Florida Condominium Act (Chapter 718, Florida Statutes) and the Rules and Regulations of the Division of Florida Condominiums, Timeshares and Mobile Homes (herein the "Division").

This Prospectus does not describe all of the details or features of the Condominium or of the rights, obligations and limitations of condominium ownership but only sets forth the information required by the Florida Condominium Act. Each prospective Purchaser should review and understand all Exhibits to this Prospectus for further details and is encouraged to retain legal counsel in the event he or she has any questions.

2. Name And Location Of The Condominium

The name of the Condominium is "ISLAND COURT VENICE, a Condominium". It is located at 437 Nokomis Ave., in Venice, Sarasota County, Florida. The mailing address for the Condominium is 15 Paradise Plaza #301, Sarasota, FL 34239.

3. Information About The Developer

The Developer of ISLAND COURT VENICE is Nokomis Ventures, LLC, a Florida limited liability company. David Gruber, Managing Member of Nokomis Ventures, LLC, is directing the creation and sale of the Condominium.

Nokomis Ventures, LLC has been recently formed for the purpose of developing ISLAND COURT VENICE and therefore that entity has no previous experience in the condominium development field. However, the officers of the Developer have had extensive experience in the real estate and/or condominium development field.

David Gruber and Robert Martin formed Nokomis Ventures, LLC and have over 20 years of residential and commercial development and construction experience. Divisions Unlimited, LLC, Martin's construction company, has participated in a variety of commercial projects including the 224 Lake View Club Apartments in Orlando, USF St. Petersburg's Teachers' Center, and UCF Orlando's Baseball Stadium. Gruber founded Floors by Design, one of the region's most successful specialty flooring companies; his resume includes Grand Bay Condominiums and The Water Club on Longboat Key, Signature Place St. Petersburg, Hyatt Aqualea on Clearwater Beach, and most recently Sarasota Memorial Hospital's Bed-Tower.

Together, Gruber and Martin have successfully spearheaded a variety of multi-million dollar residential and commercial initiatives including Island Court Longboat Key, the Raymond James Stadium VIP Box Suites and various medical and professional office buildings.

The information previously set forth concerning the Developer and its officers, directors and/or members is provided solely for the purpose of complying with the requirements of §718.504(23), Florida Statutes, and is not intended in any way to suggest, imply, admit or create individual or personal liability on their part with respect to the creation or sale of the condominium and any such liability is specifically disclaimed.

4. Description Of The Condominium

This Condominium project is being created and developed pursuant to the Florida Condominium Act. The estimated date of completion of constructing, finishing and equipping Phase 1 is June 1, 2015, subject to delays in financing, construction and other factors as described in the Sale and Purchase Agreement (See Sale and Purchase Agreement, Section 8, and Agreement Addendum, Section 4)

The Condominium will consist of a maximum of 26 condominium units and related amenities and facilities located in on adjacent plots of land, with a 2 story residence constructed on each unit with abutting party walls as depicted on and

described in the Condominium Plat annexed to this Prospectus as Exhibit B. (See Declaration, Exhibit A and Condominium Plat, Exhibit B). Until it is recorded in the public records, the Condominium Plat is proposed only and may be subject to modifications during permitting and construction, including without limitation, changes and conditions imposed or required by governmental authority.

The Units in this Condominium will consist of land condominium units only as defined in the Condominium Plat.

Until the Developer conveys all Units in the Condominium, the Developer reserves the exclusive and absolute right to sell and/or assign for or without any additional consideration the exclusive use of all or any of the remaining parking to one or more Units.

Regardless of anything herein to the contrary, the Association shall have the right to utilize any unoccupied parking space assigned to a Unit for guest parking on a temporary basis, and any parking space so utilized by guest parking shall be immediately vacated upon the return of the Owner or permitted occupant of the Unit to which such parking space is assigned.

THE CONDOMINIUM WILL BE CREATED AND THE UNITS WILL BE SOLD IN FEE SIMPLE INTERESTS.

Time share estates may not be created in this condominium. The owner of a Unit in this Condominium will own the fee simple title to and will be entitled to the exclusive possession of the Unit, subject, however, to certain restrictions and limitations on the use and occupancy of the Unit which have been established for the common protection and benefit of all Unit Owners.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM

(See Declaration Section 4.2, Exhibit "A").

The Developer intends to develop this project as a phase condominium. The Condominium may ultimately consist of a total of 26 Units located in 3 phases, as more particularly identified within the Plat. (See Plat, Exhibit C). Phase 1 will consist of 6 Units which shall be constructed within or on adjacent plots of land, with a 2 story residence constructed on each unit with abutting party walls. Additionally, Phase 1 will consist of the landscaped entrance(s), private driveway(s), and the recreational facilities and amenities serving the units in such phase. Subsequent phases, if developed and added to the Condominium subsequently, will consist of an additional 20 Units to be located within or on adjacent plots of land, with a 2 story residence constructed on each unit with abutting party walls. If developed and submitted to this Condominium, subsequent phases shall also contain additional private roadway(s) and additional landscaping areas and amenities as extensions to the Phase 1 Condominium areas.

The maximum number of units that will use the facilities in common with the condominium is 26 if all phases are added.

BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM

(See Declaration, Exhibit A, Section 4.3)

The Developer has reserved the absolute and unqualified right in its discretion to change the height, design, size, layout, configurations and/or location of the Units and/or Buildings within subsequent phases at any time prior to the time each such subsequent phase is developed and subsequently added to the Condominium. In the event the Developer elects to proceed with the creation and development of subsequent phases until such time as the Units and other improvements within such Phase are subsequently added to the Condominium by appropriate Amendment as hereinabove provided, the Units within subsequent phases shall not be responsible for any assessments for Common Expenses and no portion of the Common Expenses nor liability or assessments for the same shall be allocated to such Units until such time.

Each owner of a Condominium Unit in this Condominium will also be the owner, in common with all other Unit Owners, of an equal undivided share of all portions of the Condominium constituting the common elements. In this Condominium the common elements will include all portions of the Condominium Property (except the designated Units themselves), including, without limitation, the private drives, the recreational facilities and all other portions of the

Condominium exclusive of the Units themselves.

All of the common elements and common facilities in the Condominium will be owned by the Unit Owners and shall be for the exclusive use of the Unit Owners, their families, tenants and guests, except those facilities which are Association Property to be titled in the name of the Condominium Association.

The Developer of this Condominium has reserved the right in the Declaration of Condominium to vary the interior layout and design of Units, to combine Units and to alter the boundary between Units so long as the Developer owns and has not contracted to sell the Units involved. (See Declaration, Exhibit A, Sections 5.7 and 5.8 thereof).

5. Recreational And Other Commonly Used Facilities

The Recreational and Commonly Used Facilities in this Condominium will include the following, all of which will have an estimated completion date of June 1, 2015, subject to delays in financing, construction and other factors as described in the Sale and Purchase Agreement (See Sale and Purchase Agreement, Section 8, and Agreement Addendum, Section 4):

An outdoor swimming pool and deck area. The pool will have a surface area of approximately 750 sq. ft. and will be heated by natural gas and lighted. It will measure approximately 50 ft. in length, will range in depth from 3 ft. to 6 ft., and will be capable of serving approximately 15 persons at any one time. No diving boards will be provided. The swimming pool will be surrounded by a minimum of a 5 ft. deck which will be reasonably capable of accommodating a minimum of 25 persons at any one time. The pool area will also have a fence surrounding it and building containing restrooms.

A landscaped entryway with signage

The minimum dollar amount of expenditures that will be made by the Developer to purchase personal property for the facilities previously described is \$5,000.

In addition the following are limited common elements that are reserved exclusively to the owner of the unit that adjoins the described area: Each unit shall have a 6 foot area within the roadway in front of the garages of each unit which shall be a limited common element driveway area serving such unit.

All locations, areas, capacities, numbers, amounts and sizes as set forth above are approximations.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

Developer, its successors and/or assigns, reserves the right (but without any obligation) to add to or change recreational and other commonly used facilities as Developer, its successors and/or assigns, deems desirable, in its sole discretion, for the development of ISLAND COURT VENICE. The right to add to or change the recreational and commonly used facilities will not require the consent of the Unit Owners or the Condominium Association. Any change or addition could result in an increase in the maintenance expenses of the Condominium Association.

The Condominium documents provide that the Condominium Association may adopt rules and regulations restricting, limiting and governing the use and operation of the recreational and other commonly used facilities by the Unit Owners and their tenants and guests (Refer to initial Rules and Regulations, Exhibit F).

In addition, certain common facilities may be temporarily reserved by a particular Unit Owner to the exclusion of the other Unit Owners. (See Declaration, Exhibit A, Section 5.10, for details and also Rules and Regulations, Exhibit F).

6. Other Facilities Potentially Available For Use By Unit Owners But Not A Part Of The Condominium

There are no other specific facilities available for use by Unit Owners which are not part of the Condominium.

7. Management, Operation And Maintenance Of The Condominium And Management Of The Condominium Association

The operation of this Condominium will be by the ISLAND COURT VENICE Condominium Association, Inc., a non-profit, non-stock Florida corporation. (See Declaration, Exhibit A, Article 10, and Articles of Incorporation, Exhibit C). Management of the Condominium during the period of Developer's Guarantee Period shall be by Developer. Developer has no current plans to enter into a contract with a management company to manage the Association.

Each Unit Owner in the Condominium will automatically become a member in The ISLAND COURT VENICE Condominium Association, Inc., the non-profit Florida corporation that will operate and manage the Condominium. (See Declaration, Exhibit A, Article 6, and Articles of Incorporation, Exhibit C)

The Condominium Association will assess the Unit Owners for all common expenses. All such assessments will be due and payable in advance on the first day of the month. (See Bylaws, Exhibit D, Section 6.3)

There is a lien or lien right against each Unit to secure the payment of assessments or other exactions coming due for the use, maintenance, upkeep or repair of the recreational or commonly used facilities. The Unit Owner's failure to make these payments may result in foreclosure of the lien. (See Declaration, Exhibit A, Section 9.7)

8. Maintenance, Repair And Replacement Of The Units And The Common Elements And Limited Common Elements

The Condominium Association will maintain, repair and replace, at the Condominium Association's common expense all Condominium Association property, all portions of the Condominium except for the improvements constructed on each land condominium Unit, the interiors of the Units, the windows and doors of the Units and certain limited common elements serving the Units which are identified within the Declaration of Condominium to be the obligation of the Unit Owner. However, the Association will also maintain the roof and exterior painting of each unit, if permitted by applicable law, and may obtain casualty insurance for the structure that is built on each unit.

The Unit Owners will be responsible for the maintenance, repair and replacement of all portions of their Units and certain limited common elements except those portions which are the responsibility of the Condominium Association as identified within the Declaration of Condominium. (See Declaration, Exhibit A, Article 8).

9. Developer's Reservation Of Control Of The Condominium Association

THE DEVELOPER (OR ANOTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

(See Articles of Incorporation, Exhibit C, Section 5.1; Declaration, Exhibit A, Section 10.13.)

During the development and sales period for the entire project, the Developer has, to the extent allowed by the Florida Condominium Act, reserved the absolute right and authority to manage and control the Condominium Association and its affairs and the exclusive right to elect or appoint all directors and officers of the Condominium Association. The transfer of control of the Condominium Association from the Developer to the Unit Owners will take place in accordance with the Florida Condominium Act.

During the period of time the Developer retains control, the Developer shall have the sole and exclusive right to take all actions, make all decisions and do all things in behalf of the Condominium Association, provided, however, while exercising such control the Developer and the Association shall observe the formalities of the Condominium Association's regime, structure and operating procedures. The Developer may, at its option, at any time in writing, release its right to control the Condominium Association and turn over control to the Unit Owners, who must then accept such turnover and thereafter manage and operate the Condominium Association themselves.

The Declaration of Condominium also provides that until the Developer has sold all the Units in the entire project and all contemplated improvements in the entire project have been completed, neither the Unit Owners nor the Condominium Association shall interfere with the completion of the contemplated improvements or the sale of the Units. The Developer is given the right to make use of the unsold Units, Condominium Association Property and common elements to facilitate such completion and sale, including, but not limited to, maintenance of a sales model or models, a sales office, a construction office, an administrative office, the showing of the property, the display of signs and other advertising items and for sales and promotional events and functions. (See Declaration, Exhibit A, Sections 4.4, 4.5 and 4.6)

10. Restrictions Upon Sale, Lease, Encumbrance And Transfer Of Units

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

The Declaration of Condominium places certain restrictions upon the sale, lease, transfer or encumbrance of Units by Unit Owners. (See Declaration, Exhibit A, Article 7 and Article 12.)

No Unit Owner except the Developer or an Institutional Lender may sell or transfer a Unit or any interest therein except to another Unit Owner without the prior written approval of the Condominium Association. Nor may any Unit Owner (except an Institutional Lender or the Developer to the extent not prohibited by the Condominium Act) lease a Unit for a period of less than sixty (60) days or more than 4 leases in any calendar year. (See Declaration, Exhibit A, Section 7.12).

Further, if any Unit Owner acquires title by gift, devise, inheritance or other means of transfer not set forth in the Declaration, the continuance of the ownership of the Unit may be subject to the approval of the Condominium Association. (See Declaration, Exhibit A, Article 12).

The sale, transfer or lease of a Unit to a corporation, partnership, trust or other entity will be conditioned upon (a) the prior designation by the Purchaser, transferee or tenant, as the case may be, of the one single family or individual that will use and occupy the Unit, and, (b) the prior approval by the Condominium Association of the designated single family or individual. (See Declaration, Exhibit A, Articles 7 and 12).

No transient or general tourism type use of a Unit by a corporation, partnership, trust or other entity will be permitted. (See Declaration, Exhibit A, Article 7).

No Unit Owner other than the Developer and Institutional Lenders may mortgage a Unit or any interest therein except to the Developer or other Institutional Lender or to a vendor to secure all or a portion of the purchase price without the prior approval of the Condominium Association. The approval of any other mortgagee may be upon conditions determined by the Condominium Association or may be withheld by the Condominium Association in its discretion. (See Declaration, Exhibit A, Section 12.5.).

11. Summary Of Use Restrictions

The following is a summary of various restrictions on the use and occupancy of the Units, the common elements and facilities and other property serving the Condominium, in addition to any use restrictions otherwise disclosed in this Prospectus.

A. Condominium Restrictions.

The use and occupancy of the Condominium Units and the common elements in the Condominium, including the recreational facilities and Condominium Association Property, are all subject to the terms and provisions of the Condominium documents. The Condominium documents contain certain restrictions upon the use of the Units, the common elements and Condominium Association Property. The restrictions upon the use of the Condominium Units and the common elements which are generally of most interest to Purchasers are summarized as follows:

1. Each Unit may be used only as a residence for a single family. There are no restrictions prohibiting children of Unit Owners from residing in this Condominium project. (See Declaration, Article 7.5)
2. Each Unit Owner is permitted no more than 2 pets (dogs or cats only). No Unit Owner may otherwise permit, keep or maintain any pets or animals in a Unit or in the common elements without the prior written consent of the Board of Directors of the Condominium Association, or as otherwise set forth in the Declaration. (See Declaration, Article 7, Exhibit A). Tenants, guests or invitees of a Unit Owner are not permitted to bring pets or animals of any kind into the Condominium.
3. No Unit Owner may change the exterior appearance of a Unit or its improvements or the common elements or make any structural changes to a Unit.
4. No exterior signs, lights, antennas or aerials are allowed to be installed or maintained by Unit Owners.

5. The Condominium Association has the irrevocable right of access to each Unit at any reasonable time, when necessary for maintenance repair or replacement of any common elements or emergency repairs necessary to prevent damage to the common elements or to another Unit(s).

Other specific restrictions relate to the prohibition of nuisances; limitation on the type of vehicle which may be parked in the Condominium; the prohibition of objectionable noises and odors; and the prohibition of any improper, offensive or unlawful use or activity.

(For further details concerning use and occupancy restrictions see Declaration, Exhibit A, Article 7).

In addition to the restrictions and limitations on use and occupancy set forth in the Declaration, the Condominium Association has the power to adopt, from time to time, Rules and Regulations which may further limit and restrict the use and occupancy of the Condominium Units and the common recreational and other facilities. (See Declaration, Exhibit A, Section 7.15). A copy of the initial Rules and Regulations of the Condominium Association is attached to this Prospectus as Exhibit F.

B. Duty of Prospective Purchasers.

Each prospective Purchaser of a Unit in the Condominium should fully review and understand all of the terms, conditions, restrictions, easements, covenants, limitations, duties and provisions of all restrictions, servitudes and covenants affecting the Condominium prior to entering into a contract to purchase a Unit in the Condominium. Each prospective Purchaser will be obligated to abide by and comply with all of the terms, provisions, conditions, obligations, limitations and restrictions contained therein.

C. CAVEAT.

Notwithstanding anything set forth herein or implied to the contrary, until the Developer has sold and/or transferred all of the Units in the Condominium, neither the Unit Owners nor the Association shall interfere with the marketing or sale of the Units in the condominium by the Developer. The Developer may also make such use of the unsold Units, the Association Property and the common elements, as may facilitate the sale of all Units, including the maintenance of a sales/administrative and/or other offices, the erection and maintenance of sales models, the holding of various sales/promotional events or functions and the maintenance and display of signs and other sales exhibits and advertising materials.

12. Utilities And Other Services

Each Unit will have the following utility and other services available: central water, central sewage disposal, trash and refuse disposal, cable TV, electric power and telephone.

Water for the Condominium and the Units is supplied by the City of Venice. Unless separately metered by the utility, all charges for water service to the Units and the common elements will be a common expense, except that to the extent water usage is separately metered by the Association, the Board may elect charge each Unit for the specific usage by each Unit.

The City of Venice will provide central sewage disposal service to the Condominium and the Units through a central sewage collection and treatment system. All charges for sewage disposal service to the Condominium and the Units will be a common expense of the Condominium Association unless included in any separately metered charges of the utility.

The Units will be provided trash and refuse disposal by Waste Management, Inc., under an Agreement with the City of Venice. All charges for this service will also be part of the common expenses.

Pest control service for the Condominium and the individual Units will be obtained from any one of several independent exterminating companies. The charges for normal service to the Condominium will be part of the common expenses of the Condominium. Charges for normal service to the Units shall be the payment obligation of each Unit Owner.

Cable TV service will be provided by Comcast Cable TV or Verizon FIOS depending on the service that is available to the project upon completion. All charges for such service for a Unit, including without limitation, additional charges for specialty channels, pay per view, additional outlets and equipment, and service calls, will be the responsibility of the Unit Owner.

Electric power for the project is supplied by Florida Power & Light Co. Each Unit will have a separate electric meter and the monthly charges for electricity to the Unit will be the Unit Owner's personal expense. Charges for electricity to the common elements and recreational facilities will be a common expense.

Natural gas for the project is supplied by Peoples Gas Company. No Unit will have natural gas service to it. Charges for gas to the Common Elements and/or specific recreational facilities will be a common expense.

Verizon will provide telephone service to the Units and the charges for such service will be part of the individual Unit Owner's personal expense.

Storm drainage for the project is by the underground storm drainage system approved by the City of Venice, Florida.

13. Liability For Common Expenses And Ownership Of The Common Elements And The Common Surplus

Each Unit in the Condominium will own an equal percentage interest of the common elements and common surplus and will be responsible for the same percentage interest of the common expenses of the Condominium and the Condominium Association, subject to change, however, when and if the Developer exercises its rights to combine two abutting Units owned by the Developer and to relocate and combine such percentage interests to the combined Units after approval of at least a majority of the total voting interests of the Association. (See Declaration, Exhibit A, Article 6 for detail).

14. Estimated Operating Budget For The Condominium And The Condominium Association And Schedule Of Unit Owners' Expenses

An Estimated Operating Budget for the Condominium and the Condominium Association and a Schedule of Unit Owner's Expenses are attached as Exhibit E to this Prospectus.

There is excluded from the Estimated Operating Budget expenses that are personal to the Unit Owners, that are not uniformly incurred by all Unit Owners or that are not provided for or contemplated by the condominium documents, including, but not limited to, the cost of private telephones, maintenance of the interior of the condominium Unit, maid and janitorial services privately contracted for by the Unit Owner, utility bills that are billed directly to each Unit Owner for utility services, insurance premiums other than those incurred for policies obtained by the Condominium Association, real estate taxes on the Unit and similar personal expenses of the Unit Owner.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

15. Summary Of Other Agreements, Covenants And Restrictions

There are no other agreements, covenants or restrictions affecting the Condominium except as may be included in the Declaration of Condominium and this Prospectus.

16. Estimated Latest Date Of Completion Of The Condominium

The Developer estimates that the construction, furnishing and equipping of the Condominium (including as described above certain of the proposed recreational facilities) will be substantially completed as set forth in a Unit Owner's executed Sale and Purchase Agreement, the form of which is annexed to this Prospectus as Exhibit G. (See Sale and Purchase Agreement, Exhibit G, Section 5).

The Developer agrees that it will use its best efforts to substantially complete construction by the estimated date specified; however, completion by that date is not guaranteed. The Developer shall not be liable for any damages suffered by a Purchaser or inconveniences caused to Purchasers because of the failure of the Developer to complete the construction of the Condominium by the estimated date, regardless of the cause for delay.

17. Developer Has No Initial Program Of Leasing Units

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

The Developer's marketing plan does not initially include a program of leasing Units rather than selling them or leasing Units and selling them subject to such leases. In the event, however, the Developer shall be unable or unwilling to sell any of the Units it owns at prices and upon terms satisfactory to the Developer, it may elect to lease all or some of the unsold Units while awaiting more favorable market conditions. In the event the Developer subsequently decides to engage in a program of leasing Units, the Developer will not do so until the Developer has filed an amendment to this Prospectus with the Division pursuant to Rule 61B-17.006, Florida Administrative Code, disclosing the Developer's leasing program in accordance with Rule 61B-18.008, Florida Administrative Code and has delivered a copy of the amendment to the Condominium Association and to every Unit Owner.

No Unit will be sold subject to any existing lease unless full disclosure of this fact is made to the Purchaser in accordance with the Florida Condominium Act and the Rules and Regulations of the Division. In the event that a previously occupied Unit is sold, this fact will be conspicuously disclosed to the Purchaser in the Sale and Purchase Agreement in accordance with the Florida Condominium Act and the Rules and Regulations of the Division.

18. Warranties Of Developer Limited

The Developer gives all warranties imposed by the Florida Condominium Act, as most recently amended prior to the date of the purchaser's Sale and Purchase Agreement. To the extent lawful, however, all other warranties, including all implied warranties of fitness for a particular purpose, merchantability, habitability and all warranties imposed by statute, excepting only those imposed by the Florida Condominium Act as most recently amended prior to the date of the purchaser's Sale and Purchase Agreement, are specifically disclaimed. Other disclaimers and limitations of warranties are included in the Sale and Purchase Agreement. (See Sale and Purchase Agreement, Exhibit G, Section 12).

No subsequent amendment to the Florida Condominium Act shall expand the nature or extent of the Developer's warranties or obligations to prospective Purchasers or Unit Owners.

19. Title Insurance And Estimated Closing Expenses Of Purchasers

In order to acquire a Unit, a Purchaser must execute and enter into a Sale and Purchase Agreement with the Developer. A copy of the standard Sale and Purchase Agreement that will be used in connection with the sale and purchase of a Condominium Unit in the Condominium that is under construction is attached as Exhibit G to this Prospectus. All earnest money deposits received from Purchasers will be held in escrow by Caswell Legal, 240 S. Pineapple Ave., Suite 802, Sarasota, FL 34236, pursuant to a Sales Deposit Escrow Agreement between the Developer and the Escrow Agent, a copy of which is annexed as Exhibit H to this Prospectus.

A Purchaser cannot assign his or her rights under a Sale and Purchase Agreement without the Developer's written consent which can be given or withheld in the Developer's sole discretion.

The Purchaser is entitled under Florida law to receive copies of certain documents in connection with the purchase of a Unit in this Condominium. These documents are listed on the Receipt for Condominium Documents attached to the Sale and Purchase Agreement as Exhibit "B".

The Purchaser will pay a "unit purchase and development marketing and maintenance fee" to cover the costs, expenses and fees of Developer in an amount equal to 1.35% of the purchase price of the Unit. Developer will pay at closing the cost of the title insurance commitment and title insurance policy, the title search and examination, the closing fee, Florida documentary stamps on the warranty deed at the current rate charged by the State of Florida, and the cost of recording of the warranty deed in the Public Records. All other closing expenses of Purchaser, except for those previously described, including, increases in the rates charged by the State of Florida or Sarasota County for documentary stamps or recording fees, title insurance premium, the Purchaser's attorney's fees, mortgage loan application and all mortgage loan commitment fees and closing and other costs and all other expenses incurred at the request of the Purchaser shall be the responsibility of and paid by the Purchaser.

A working capital fund contribution by each Purchaser in an amount equal to the assessment for two (2) months of the estimated common expenses for each Unit will be established for the Condominium Association for the initial months of the project's operation after the Developer turns over control of the Condominium Association. The Purchaser, therefore, shall at the closing, in addition to all other sums due from Purchaser, pay to the Condominium Association this working

capital contribution. These working capital contributions shall not be considered as an advance payment of the regular, special or emergency assessments due from the Purchaser.

The Developer is obligated to obtain and deliver to Purchaser, at or prior to closing, a title insurance binder evidencing a good fee simple title in the Developer, subject only to those matters set forth in the Sale and Purchase Agreement and the standard ALTA title insurance exceptions. Subsequent to the closing the Developer will obtain and deliver to the Purchaser an owner's title insurance policy insuring a good fee simple title in the Purchaser, subject only to those matters previously mentioned and those arising from any act or omission of the Purchaser, such as any mortgage financing obtained by the Purchaser.

In the event that the Purchaser is obtaining mortgage or other financing for the purchase, the Purchaser shall be responsible for all fees, charges, costs and expenses related to such financing, including, without limitation, all mortgage application, commitment and loan closing fees, charges, costs and expenses, the title insurance premium for any mortgagee title insurance policy, as well as all other costs, fees and expenses incurred at Purchaser's request in connection with closing this transaction. Each party shall pay their own attorney's fees, if any.

21. Easements Not Described In The Declaration Of Condominium

There are no other existing or intended easements located or intended to be located on the Condominium property other than those described in the Declaration of Condominium and the Exhibits thereto. The Developer and the Condominium Association, however, have reserved the right in the Declaration of Condominium to create additional easements and to relocate or modify existing easements. (See Declaration, Exhibit A, Sections 5.5 and 5.6.)

22. Transfer Of Developer's Interest

The Developer reserves the right to sell or assign its interest and capacity as Developer of the Condominium to another party. This reserved right may include a sale of the Condominium project and an assignment of the Developer's rights under the Prospectus, Declaration of Condominium, Articles of Incorporation and Bylaws of the Condominium Association.

23. Right Of Unit Owners To Cancel Certain Contracts

The Florida Condominium Act provides that any grants or reservations made by a Declaration of condominium or other documents, and any contract made by a Condominium Association prior to assumption of control of the Condominium Association by Unit Owners other than the Developer, that provides for the operation, maintenance or management of a Condominium Association or of property serving the Unit Owners of a Condominium, must be fair and reasonable and may be canceled by Unit Owners other than the Developer under certain circumstances. In addition, any other grant or reservation made by the Declaration or other condominium document, and any other contract made by an Association prior to assumption of control of the Condominium Association by Unit Owners other than the Developer, must be fair and reasonable. (See Section 718.302, Florida Statutes).

24. General

The foregoing discussion is not intended to present a complete summary of all of the provisions of the various documents referred to in this Prospectus but does contain a summary of certain provisions of these documents. Statements made as to the terms and provisions of such documents are qualified in all respects by the contents of the specific documents referred to.