EXHIBIT "A"

BY-LAWS

OF

+LAND MARK PROFESSIONAL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I: NAME AND LOCATION.

SECTION 1: The name of this Association shall be Land Mark Professional Condominium Association, Inc.

SECTION 2: The principal office of the Association in this State shall be located in Fort Myers, Florida.

SECTION 3: Other offices for the transaction of business shall be located at such places as the Board of Administration may from time to time determine.

ARTICLE II: MEMBERS OF THE ASSOCIATION.

SECTION 1: The members of the Association shall be as defined and designated in the Declaration of Condominium of which these By-Laws form a part, together constituting the condominium documents.

SECTION 2: An annual meeting of the Association members shall be held at 7:30 P.M. on the first Monday in February of each year, said meeting to be held at the principal office of the Association or at such place, either on the condominium property or elsewhere, as may be described in the notice of such meeting. At such meeting, the Association members shall elect administrators to serve until their successors shall be elected and qualified.

SECTION 3: Any special meeting of the Association to be held at the place designated by such notice thereof may be called at any time by the president, or in his absence, a vice president, or a majority of the administrators. It shall be the duty of the administrators, the president or a vice-president to call such a meeting whenever so requested by the Association members constituting more than 10% of the Association voting membership.

SECTION 4: Notice of the time and place of the annual meeting and special meetings shall be mailed by United States certified mail by the secretary to each Association member, not less than fifteen (15) days before the date of such meeting.

SECTION 5: Annual or special meetings of the Association members may be held at any time and any place within or without the condominium property when voting shares constituting two-thirds (2/3rds) of the outstanding voting shares, shall be present at such meeting, however called or notified, and shall sign a written consent thereto on the recording of the meeting. The acts of any such meeting shall be valid as if duly called and notified.

SECTION 6: At any meeting of the Association, an Association member shall be entitled to vote and the weight of his, her or their vote shall be the same as the percentage of ownership in the condominium building or buildings as may be subsequently amended and as provided in the Declaration of Condominium.

SECTION 7: Proxies shall be allowed, but must be in writing, and shall be filed with the secretary and by him entered and recorded in the minutes of the meeting, provided that no person shall be designated to hold more than five (5) proxies.

SECTION 8: A quorum for the transaction of business at any Association meeting shall constitute the number of members representing a majority of the then outstanding voting shares, and the Association members present at any meeting with less than a quorum may adjourn the meeting to a future time.

Vote Required to Transact Business: When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the declaration of condominium, or the by-laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

SECTION 9: The Association members shall have the power, by a majority vote, at such meeting to remove any members of the Board of Administration or officer from office.

SECTION 10: Minutes of Meetings. Minutes of all meetings of the unit owners and the Board of Administration shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times.

ARTICLE III: ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM - BOARD OF ADMINISTRATORS:

SECTION 1: The administration and management of the condominium property as the same relates to the common elements and the providing of utilities as may be designated shall be vested in the condominium Association and through the Board of Administration and its officers. All officers and Directors shall have a fiduciary relationship to the unit owners. The Association shall maintain an assessment roll and shall maintain such accounts and records as are necessary and prudent in accordance with good business standards. The Association, through its officers and administrators, shall have the same powers, authorities and responsibilities, as are vested in the officers and directors of a corporation not for profit under the laws of the State of Florida.

SECTION 2: The business, property of the Association, the common elements, and all assessments and generally the management and control of the Association and property owned by it, shall be conducted and managed by the Board of Administrators of not less than five (5), nor more than nine (9) administrators, who shall be elected by the Association members.

SECTION 3: An annual meeting of the Board of Administrators may be held in the principal office of the Association immediately after the adjournment of the annual Association meeting.

SECTION 4: Special meetings of the Board of Administrators shall be held in the principal office of the Association or at such other place or places within or without the condominium property as a majority of the administrators shall from time to time designate. Upon consent of a majority of the administrators, annual and special meetings of the Baord may be held without notice at any time and place. All meetings of the Board of Administration shall be open to all unit owners.

SECTION 5: Notice of all annual and special meetings shall be mailed by United States mail to each administrator by the Secretary at least seven (7) days previous to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof. Notice of all meetings shall be posted conspicuously 48 hours in advance for the attention of unit owners except in an emergency.

SECTION 6: A majority of the Board of Administrators for the transaction of business at any annual or special meeting shall be necessary to constitute a quorum and the act of a majority of the administrators present at any such meeting at which a quorum is present shall be the act of the Board of Administrators.

SECTION 7: The Board of Administration shall elect the officers of the Association who shall serve without compensation. Such election may be held at the Board of Administration meeting following the annual membership meeting. An officer may be removed at any time by a majority vote of the Board of Administration.

SECTION 8: Vacancies in the Board of Administration may be filled by the remaining members of the Board at any regular or special meeting.

SECTION 9: At each annual meeting of the Association, the Administrators or the chairman thereof shall submit a report to the Association of the business transacted during the preceding year, together with a report of the general financial condition of the Association.

SECTION 10: Members of the Board of Administration shall be elected for a term of two (2) years, and any member of said Board may be re-elected for additional terms, provided, however, that the first Board of Administration may be comprised of members with staggered terms with one-third (1/3rd) of the membership elected for a term of three (3) years and one-third (1/3rd) thereof for one (1) year.

SECTION 11: In addition to the foregoing powers and authorities, the administrators shall have the power and duty to make and collect assessments against members of the Association to defray the costs of maintaining the condominium, to maintain, repair and replace condominium property, to make and amend regulations respecting the use of property of the condominium.

SECTION 12: The Board of Administration may, at its election, name from its members not less than three (3) persons to act as an Executive Committee to handle the day to day affairs of the Association.

SECTION 13: The Board of Administration shall adopt a budget for each fiscal year and the same shall contain estimates of costs for performing the various matters and functions of the Association. Copies of the proposed budget and assessments shall be mailed to each unit owner not less than thirty (30) days prior to the annual meeting.

SECTION 14: The Board of Administration shall deposit the funds of the Association in such bank or banks as they may from time to time direct and withdrawal of such funds shall be by such person or persons as the Board of Administration may direct.

SECTION 15: The Association members may direct any officer or administrator of the Association to provide fidelity bonds in such amount as may be directed.

SECTION 16: The Board of Administration may make such amendment to the rules and regulations governing use of condominium property as they may deem proper upon approval of 66-2/3rds percent of all unit owners.

SECTION 17: The Board of Administration may employ such agents or parties as it may deem necessary to assist it in the administration and management of the Association.

ARTICLE IV: OFFICERS.

SECTION 1: The Association shall have a president, a vice president, a secretary and a treasurer. They shall be chosen by the Board of Administration and shall hold their offices from year to year and shall be elected or re-elected at the annual meeting of the Association. The Association may also have more than one (1) vice president, assistant secretaries or assistant treasurers and such other officers and agents as may be deemed necessary. Any person may hold two (2) or more offices, except that the president shall not also be the secretary or assistant secretary of the Association. The president, secretary and the treasurer must also be administrators.

SECTION 2: The president, or in his absence the vice president, of the Association shall preside at all meetings of the Board of Administration and Association meetings. The president shall have general supervision over the affairs of the Association and over other officers and in his absence, these duties shall be performed by the vice president.

SECTION 3: The secretary shall issue all notices of meetings of the Board of Administration and Association meetings and shall attend and keep the minutes of the same. He shall have charge of the Association records and papers and shall perform all other duties normally incident to such office. In the absence of the secretary, his duties may be performed by an assistant secretary.

SECTION 4: The treasurer shall have custody of the funds of the Association and shall keep regular books and accounts, together with vouchers, receipts, records and other papers normally incident to such office. The treasurer shall also maintain an assessment roll with the names of each of the members of the Association and their assessment percentage. In the case of the absence or disability of the treasurer, the duties may be performed by an assistant treasurer.

SECTION 5: Each of the officers above described shall, in addition to the powers and duties conferred upon them herein, have all the powers, authorities and responsibilities as are designated to officers of a corporation not for profit and the laws of the State of Florida.

SECTION 6: The provisions for physical management of the Association set forth in the Declaration of Condominium and the Articles of Incorporation shall be by a professional management group selected by the officers of said Association.

ARTICLE V: MANNER OF COLLECTING COMMON EXPENSES FROM UNIT OWNERS:

SECTION 1: Assessments for Common Expense. Assessments for recurring common expenses shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal consecutive monthly installments on the first day of each month for the year for which the assessments are made, and in an amount not less than is required to provide funds in advance for payment of all anticipated current operating expenses and all unpaid operating expenses previously incurred. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by a new assessment. The total of the assessments for recurring common expense shall be not more than 112% of the assessments for the purpose for the prior year unless approved in writing by apartment owners entitled to cast at least 51% of the votes of the Association provided that the same shall not prevent the levy of extraordinary assessments from time to time. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing by apartment owners entitled to cast at least 51% of the votes of the Association, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the first day of each month thereafter during the year from which the assessment is made. The rights and powers relating to collection of common expenses granted to the Board of Administration in this Article may be exercised concurrently by the Developer until such time as management shall be vested in the Association.

SECTION 2: Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the Assessments upon notice thereof to the unit owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

SECTION 3: Continued Default. In such event an unit owner, for more than twenty (20) days after mailing of notice provided in Section 2 of this Article, shall be taxed in addition to such assessment, an additional penalty of $5.00 for each and every day that said assessment shall remain unpaid. In addition, the Association may, at its election, file an action in the same manner and in the same form as if the Association were a landlord, and the apartment owner were a tenant in default of payment of rent; all pursuant to Chapter 83, Florida Statutes (1973); and in such event, the Association may have the unit owner removed from the premises by process of law as provided therein and in such event the unit owner shall not be repossessed of the property until payment in full of the assessment as accelerated or such other arrangement as the said unit owner may make with the Board of Administration. In addition, the Board of Administration may have such other actions or rights as the law may provide and grant for such default.

SECTION 4: Assessments for Extraordinaries. Assessments for common expenses of extraordinaries which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the unit owners concerned. After such notice, and upon approval in writing of more than one-half (1/2) of such unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice thereof in such manner as the Board of Administration of the Association may require.

SECTION 5: Lien for Assessments Subordinate to Existing Mortgagees. In any foreclosure action the lien of the Association shall be subordinate and inferior to any mortgage liens of record encumbering such apartment. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

SECTION 6: Notification of Mortgagee. Any apartment owner who mortgages his apartment shall notify the Association, providing the name and address of his mortgagee. The Association shall notify the mortgagee of any unpaid assessments due from the owner of an unit.

SECTION 7: Payment of Assessments by First Mortgage Holders and Excusal Therefrom. A first mortgagee who shall acquire title to a unit as a result of foreclosure or a deed in lieu of foreclosure may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. Provided, however, that if any such first mortgage holder shall acquire title as herein provided, then his successors or assigns shall not be responsible for the share of common expenses or assessments made by the Association pertaining to such unit which are chargeable to the former unit owner and which became due prior to acquisition of title as a result of foreclosure unless such share is secured by a claim of lien for assessments that has been recorded prior to the recording of the foreclosed mortgage. Provided, however, that the Developer shall be excused from the payment of a share of the common expenses and assessments for a period of the later period of time of the fourth calendar month following the month in which the Declaration shall be recorded or a period terminating on the first day of the month of the third succeeding calendar month after closing of the first purchase and sale of a condominium unit within the condominium development.

ARTICLE VI: ACCOUNTING AND AVAILABILITY OF RECORDS TO OWNERS:

The Board of Administration of the Association shall maintain accounting records according to good accounting practices which shall be open to inspection by all unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Officers of the Board of Administration shall be authorized to employ such bookkeepers or accountants as may be necessary to keep the appropriate records.

ARTICLE VII: AMENDMENT OF BY-LAWS:

The By-Laws of the Association may be amended by a vote of not less than two-thirds (2/3rds) of the then voting shares of the Association at any annual or special meeting; provided, however, that any such amendment shall not become effective unless the said amendment shall be set forth within or annexed to a duly recorded amendment to the Declaration.