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CONDOMINIUM DECLARATION OF
LAND MARK PROFESSIONAL CONDOMINIUM

THIS CONDOMINIUM DECLARATION made and executed this 30th day of April, 1975, by SOUTHEASTERN FINANCIAL DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called the "Developer", for itself, its successors, grantees and assigns, and the said Developer does submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth:

DEFINITION OF TERMS USED IN CONDOMINIUM DECLARATION. As used herein or elsewhere in the condominium documents, unless otherwise provided, the terms used shall be defined as herein provided. All other definitions outlined in Chapter 711, Florida Statutes, 1973, are hereby incorporated by reference.

A. Assessment: Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.

B. Association. Association shall mean Land Mark Professional Condominium Association, Inc. which shall be responsible for the operation of the condominium as may be otherwise herein provided.

C. Common Element. Common element shall include the tangible personal property required for the maintenance and operation of the condominium together with all other elements as designated in the Florida Condominium Act, and all other elements necessary for the common maintenance, safety and welfare of the condominium owners.

D. Common Expense. Common expense means those expenses for which unit owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of common elements and such other expenses as may be declared expenses either by this Declaration or by the management or the Association.

This instrument was prepared by:
Lynn Gerald, Jr.
2121 W. First Street
Fort Myers, Florida

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BY H. FERNSTROM-D.C.

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E. Common Surplus. Common surplus means the excess of receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

F. Condominium Property. Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

G. Unit Owner. Unit owner or owner of the unit means the owner of a condominium parcel or unit in fee simple or any other in real property recognized by law.

H. Condominium Documents. Condominium documents shall include this Declaration together with Articles of Incorporation and By-Laws attached hereto as "Exhibit A", Surveyor's Plat which is attached hereto as "Exhibit B", and herein referred to as Surveyor's Plat, Rules and Regulations of Land Mark Professional Condominium, which are attached hereto as "Exhibit C" and form of Warranty Deed attached hereto as "Exhibit D".

1. STATEMENT OF CONDOMINIUM SUBMISSION. Southeastern Financial Development Corporation herewith submits the following described property to condominium ownership in accordance with Florida Statutes, Chapter 711, situate in Lee County, Florida, described as follows, to-wit:

All of the land described in Exhibit "B" attached hereto and made a part hereof by reference.

2. CONDOMINIUM NAME. The name by which this condominium is to be identified shall be "Land Mark Professional Condominium".

3. UNIT IDENTIFICATION. The identification of each unit shall be by number, and the same shall be as indicated in paragraph 5 hereof and on the Surveyor's Plat which is attached hereto as Exhibit "B" and made a part of this Condominium Declaration by reference, and hereinafter called Surveyor's Plat.

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4. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land submitted herewith to condominium ownership and a plot plan thereof describing each unit, common elements and their relative location and the approximate dimensions of each unit are attached hereto as Exhibit "B" and referred to as Surveyor's Plat.

5. OWNERSHIP OF COMMON ELEMENTS. The ownership of common elements as may be herein described, and as the same are designated to each unit in a proportion of this Declaration of Condominium are the percentage of ownership allocated to each unit as designated on a percentage basis on the condominium plat reflected in Exhibit "B".

6. PARKING AREA. The Developer has on the recording of this Declaration reserved certain areas designated on the common Condominium Plat as "Parking Areas". It is specifically agreed and covenanted that the parking area is reserved for all members of the condominium without specific allocations of parking spaces to particular condominium units.

7. VOTING RIGHTS, SHARING OF COMMON EXPENSES AND OWNING COMMON SURPLUS. The voting rights of the owner of each unit, the sharing of common expenses and the ownership of common surplus shall be in the same percentage as each unit is reflected on the Surveyor's Plat which is attached and made a part hereof as Exhibit "B".

8. BY-LAWS. The By-Laws of the Association shall be the original By-Laws of the Association which are attached hereto as Exhibit "A" and made a part of this Declaration by reference. Said By-Laws may be amended in the manner as may be provided in them.

9. CONDOMINIUM UNITS. Condominium units are those cubicles of space, and all improvements constructed or to be constructed therein, as are further identified and described in the Surveyor's Plat which is attached as an exhibit to this Declaration. The horizontal and vertical boundaries of the condominium units shall be as designated in the notes on the Surveyor's Plat which is attached hereto as Exhibit "B". The Developer specifically reserves the right to construct

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within each condominium unit such improvements as the Developer deems best until such time as such units shall be conveyed by the Developer to the purchaser.

The boundaries of each unit shall be as follows:

A. Horizontal Boundaries: The upper and lower boundaries of the unit shall be:

I. Upper Boundaries:

(a) Units Other than Ground Floor Units. The plane of the under surfaces of the concrete floor slabs abutting the upper unit or roof.

(b) Ground Floor Units. The plane of the under surfaces of the concrete floor slabs, abutting the upper unit.

II. Lower Boundaries:

(a) Units other than Ground Floor Units. The plane of the upper surfaces of the concrete floor slabs, abutting the lower unit.

(b) Ground Floor Units. The upper surface of the concrete floor slab.

B. Vertical Boundaries. The vertical boundaries of the unit shall be:

I. Exterior Boundaries: The interior plane of the outside concrete or block walls of the unit building except where there is attached to or in existence as a part of the building a balcony, terrace, canopy, or other portion of the building serving only the unit being bounded, in which event the boundaries shall be such as will include all such structures.

II. Between Units and Central Corridors or Between Units and Other Common Use Areas. The plane formed by the interior of the unit wall between the unit and said corridors or common use areas.

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Exclusive Use: Each unit owner shall have the exclusive use of his unit.

Appurtenances: The ownership of each unit shall include, and there shall pass with each unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not to be limited to:

A. Common Elements: An undivided share of the common elements such undivided share to be that portion set forth in paragraph 5 hereof.

B. Automobile Parking Space. The parking area is reserved for all members of the condominium without specific allocations of parking spaces to particular condominium units.

C. Easements. For the benefit of the unit.

D. Association Membership and interests in funds and assets held by the Association.

E. Provided, however, that such appurtenances shall be subject to the easements for the benefit of other units and the Association.

Easement to Air Space. The appurtenances shall include an exclusive easement for the use of the air occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

Cross Easements: The appurtenances shall include the following easements from each unit owner to each other unit owner:

A. Ingress and Egress. Easements through the common areas for ingress and egress.

B. Maintenance, Repair and Replacement. Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Such access to the units shall

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be only during reasonable hours except that access may be had at any time in case of emergency.

C. Support. Every portion of a unit contributing to the support of the unit building shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

D. Utilities. Easements through the units and other common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other units and the common elements; provided, however, that such easements through a unit shall be only according to the plans and specifications for the unit building or as the building is constructed unless approved in writing by the unit owner.

10. MAINTENANCE RESPONSIBILITY.

A. No unit owner shall do or cause to be done any work effecting his unit which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament therein. The unit owner shall cause any work being performed on the unit, which in the sole opinion of the condominium association violates this section, to be immediately stopped and he shall refrain from recommencing or continuing the same without the consent in writing of the Association's Board of Directors. He shall not repair, alter, replace or move any of the common elements which are located within his unit without the prior consent in writing of the Association's Board of Directors. He shall not alter, replace any walls except those non-weight-bearing partition walls which are wholly within his unit.

B. The owner of a unit shall have the responsibility of maintaining, repairing and replacing all matters and things relating to the interior of the premises owned by him and shall keep said premises in such manner as to cause no damage or nuisance to other unit owners in the building and shall specifically refrain from

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making any changes in appearance or otherwise to the exterior of the unit. The Association shall be responsible for the maintenance, repair and improvement of the common elements in the manner and method as may be herein set forth or as may be set forth in the By-Laws of the Association.

11. ASSESSMENT. Assessments against owners shall be made by the Association's Board of Directors, and shall be borne by the unit owners on a pro-rata basis, and on the same basis as their percentage of ownership of the entire condominium as the same exists at the time of said assessment.

12. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the condominium unit and of the common elements and the providing of utilities as may be designated shall be by the Condominium Association, who shall have by and through its officers and administrators, such powers, authority and responsibilities as are vested in the officers and directors of a corporation not for profit under the Laws of the State of Florida, and provided for in the By-Laws which are attached hereto as Exhibit "A". The Association shall have authority to enter into management agreements through its officers. Until such time as the Condominium Association shall be assumed by the unit owners the Developer may conduct the administration and management and shall have all of the powers, authorities and exemptions herein granted to the Association. So long as the Developer shall own one or more units in Land Mark Professional Condominium, the Developer shall have the right to appoint or elect a majority of the Association's Board of Directors. It being specifically understood that it is necessary to the orderly completion of the development known as Land Mark Professional Condominium that the Developer shall provide for the management thereof until all buildings are completed.

13. INSURANCE. Insurance upon the common elements and the entire condominium improvements, exclusive of tangible personal

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property of units owners or improvements placed within the condominium units by the owners thereof, including fire, wind, floor and extended coverage, shall be maintained by the Association, or the Developer in the event the Association shall not have been activated, in an amount not less than their full insurable value for Land Mark Professional Condominium. As herein provided, Association shall mean the Developer in the event the Association shall not have been activated. Said insurance shall be purchased for the benefit of the unit owners and their respective mortgagees, grantees, assignees and others claiming interest, as their interest may appear. The Association shall maintain public liability insurance as the same relates to the common elements in an amount not less than Fifty Thousand (\$50,000.00) Dollars property damage, Three Hundred Thousand (\$300,000.00) Dollars per person and Five Hundred Thousand (\$500,000.00) Dollars per accident. The responsibility for maintaining insurance for personal property and personal liability, public liability as the same relates to the interior of the respective units, shall be that of the unit owner. In the event of loss by fire or other casualty, covering property other than that which the individual unit owner is responsible for, the proceeds of any such insurance shall be paid to The First National Bank in Fort Myers, as Insurance Trustee or such other bank or Trustee as may be designated by the Association. In the event of partial destruction of the common elements or improvements insured by the Association, the premises shall be reconstructed or repaired, unless the members of the Association shall, at a meeting called for such purpose, determine that such reconstruction shall not be completed and the action shall be approved by all financing institution mortgage or lienholders holding outstanding liens against condominium units. In the event of total destruction, the same shall not be reconstructed or repaired unless at a meeting of the Association called within 120 days after such occurrence or casualty, the owners of more than 75% of the condominium unit owners shall

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vote in favor of such reconstruction or repair. The insurance Trustee may rely upon a certificate of the Association through one of its Executive Officers to determine whether or not damaged property is to be reconstructed or repaired. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements and shall be payable to the Insurance Trustee for disbursement.

14. AMENDMENT OF AND ADDITION TO CONDOMINIUM DECLARATION BY DEVELOPER. The Developer, so long as it owns more than one (1) condominium unit, reserves the right at any time to amend the Declaration, as may be required, by any lending institution or public body, or in such manner as the Developer may determine to be necessary to carry out the purposes of the development provided that such amendment shall not increase the proportion of common expenses borne by the condominium owners.

15. CONDOMINIUM ASSOCIATION. There is herewith established the Condominium Association which is or shall be incorporated as

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a corporation not for profit pursuant to the Laws of the State of Florida. The members shall be comprised of all owners or units and membership in the Association shall be established by recordation in the Public Records of Lee County, Florida, of a deed in fee title or other estate of ownership in land to the respective units. Upon such recordation the membership of prior owners as to such unit shall be terminated. In the event the administration, management and control of the units and common elements shall be vested in it as provided by law and such authority and powers as granted to a corporation not for profit under the Laws of the State of Florida and such other powers as may be otherwise granted by law, the Association shall be governed by the By-Laws as are attached hereto and marked as Exhibit "A", or as the same may be subsequently amended. The resident agent of the Association for service of process shall be E. Earl Donaldson whose address is: 3300 Henderson Boulevard, Tampa, Florida 33609, until his successor shall be designated by the Association.

16. USE RESTRICTIONS AND LIMITATIONS UPON SALE AND OWNERSHIP OF UNITS. Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations: Each unit owner, his heirs, successors and assigns further covenants:

A. He will not use, cause or permit the unit to be used other than as provided in this Declaration, nor will he use, cause or permit the unit to be subdivided, changed or altered without first having obtained the approval of the Association's Board of Directors.

B. That he will not use, permit or allow the unit or any part thereof to be used for an immoral, improper, offensive or unlawful purpose nor will he permit or allow any nuisance within the unit nor will he use, permit or allow the unit to be used in

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a manner which will be a source of annoyance or which in any way interferes with the peaceful possession, enjoyment and proper use of the property by the other unit owners.

C. That he will not use, permit or allow the unit to be occupied by any persons who have not received approval from the Association's Board of Directors, nor will he sell or lease the unit without first obtaining the consent of the Association's Board of Directors in accordance with this Declaration.

D. That he will supply to the Association's Board of Directors the information relating to an occupant or occupants of a unit as may be necessary towards a proper determination as to his desirability as an approved occupant. Among these are: former addresses, business and social references, financial status.

E. That he will not mortgage his unit or any interest therein without first obtaining the approval of the Association's Board of Directors, except a first mortgage to a bank, life insurance company or savings and loan association.

17. TRANSFER OF UNITS.

A. The unit owner has the right to sell or lease his unit providing he gives thirty (30) days notice of the terms of a bonafide sale or lease to the Association's Board of Directors and obtains its approval for the sale. The failure of the Association's Board of Directors to act within such thirty (30) day period shall be deemed to constitute approval. If the Association's Board of Directors disapproves of the transaction, it shall within fifteen (15) days after making its decision known produce a purchaser or lessee approved by it who will accept the transaction upon terms favorable to the Seller or Landlord as the terms stated in the notice to the Board. If the Board does not produce such a purchaser or lessee, as the case may be, within the aforesaid fifteen (15) days, the unit owner shall have the right to effectuate such sale or lease on the terms submitted, as more specifically set forth herein.

The Association's Board of Directors, or its designee, may elect to purchase or lease such unit on behalf of all of the unit owners in the manner set forth herein.

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B. Any sale, voluntary transfer, conveyance, lease or mortgage which is not authorized by the terms of this Declaration or for which authorization has not been obtained pursuant to the terms thereof is voidable and may be voided by certificate of the Association's Board of Directors duly recorded in the recording office where the Declaration is recorded.

C. All notices hereinafter referred to in this article shall be given by registered or certified mail. Delivery shall be deemed made and notice shall be deemed given by such mailing and shall not be dependent upon acceptance by the addressee.

D. A unit owner intending to make a transfer, sale or lease of the unit or any part thereof, or interest therein, shall give notice to the Association's Board of Directors of such intention. He shall furnish at that time, for the information of the Board, the name and address of the intended grantee or lessee. He shall furnish a statement of all the terms of the transaction. He shall furnish a statement of business and/or professional and financial references of the transferee or lessee and such other information as the Association's Board of Directors may reasonably require as to all transfers or leases, generally. He shall use the form, if any, supplied by the Board in order to supply the information requested in orderly fashion. Notice, when given, shall constitute a representation, warranty and an offer to sell or lease to any purchaser or lessee produced by the Board.

E. Where the Board has failed to act on a transaction and before the fifteen (15) day period for the production of a purchaser or lessee has passed, a unit owner may withdraw his offer to sell or lease. When the Board has produced a purchaser or a lessee who fulfills the requirements set forth in paragraph "A" of this article and agrees thereto, a binding contract shall be deemed to have come into existence and the unit owner shall be bound to consummate the transaction with such purchaser or lessee furnished by the Board in accordance with the terms thereof.

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F. The action of the Board consenting to a sale or lease shall be in recordable form signed by any officer of the Association and attested to by the secretary thereof. The failure of the Board to act on a notice given to it within thirty (30) days shall be deemed to constitute approval of the sale or lease. The unit owner, the purchaser or lessee may demand and shall be entitled to receive from the Board its consent to the sale or lease in recordable form.

G. No unit owner may mortgage his unit or any interest therein without the approval of the Board except as to a first mortgage lien made to a bank, life insurance company, Federal Savings & Loan Association or Real Estate Investment Trust. The Board may and is hereby authorized to impose reasonable conditions upon which approval as to any other mortgage shall be given. Every mortgage which is not held by a bank, life insurance company or Federal Savings & Loan Association or Real Estate Investment Trust, shall be invalid as a lien against the unit without the approval of the Board of the Association. The action of the Board consenting to the making of a mortgage shall be in the same form as its approval for a sale or lease.

H. The provisions of this article shall not apply to the Developer or a bank, life insurance company, Federal Savings & Loan Association or Real Estate Investment Trust holding title to a unit or units as a result of foreclosure sales or deeds taken in lieu thereof. Such institutions may, if they so desire, submit the name of their purchaser or lessee to the Board for its information but the approval of the Board to a sale or lease by such institution shall in no event be required, nor shall the need therefor be inferred from any such voluntary submission.

18. METHOD OF AMENDMENT OF DECLARATION. Except for provisions of amendment of this Declaration as granted to the Developer herein, this Declaration may be amended by a special meeting called for such purpose after giving written notice to each unit owner, mailed by United States Mail, at least fifteen (15) days prior to the date

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of such meeting. The change may be requested at a meeting called for such change upon recommendation of the Board of Administration, or upon request of not less than 10% of the outstanding share interests in the condominium as it then shall exist. At such meeting so called, amendments may be made to the Declaration upon approval of 66-2/3% of the members of the Association. Any such amendment so passed shall be evidenced by a certificate executed by the President or Vice President and the Secretary, and executed with the formalities of a deed and shall include the recording data identifying the original declaration.

19. TERMINATION. The condominium property may be removed from the provisions of the Florida Condominium Act, by all of the unit owners, and upon compliance with Florida Statute 771.16, as the same may be amended from time to time.

20. MISCELLANEOUS PROVISIONS:

A. The covenants and restrictions as herein contained and as attached hereto as exhibits forming a part of the condominium documents, shall be deemed to run with the land.

B. If any provision of this Declaration and its exhibits hereto, as the same now exists or as may be later amended or any portion thereof, shall be held invalid by any Court, the validity of the remainder of said condominium documents shall remain in full force and effect.

C. Those condominium documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all unit owners.

D. All notices as herein provided shall be by United States Certified Mail.

E. No amendment of this Declaration shall be effective to change or alter the rights or reservations as herein reserved by the Developer. Moreover, no amendment to this Declaration shall be effective to change or lessen the rights of any institutional mortgagee. Institutional mortgagee as herein defined shall include any bank, savings and loan association, real estate investment trust or recognized lending institution.

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F. The liens herein referred to as to rental claims or maintenance assessments to particular condominium units shall be specifically subordinate to the claims of any institutional mortgagee.

G. Anything herein to the contrary notwithstanding, the responsibility for maintenance, repair and replacement of any windows, doors, screens, plastic or other sliding aluminium panels, sliding glass doors, porches, or verandas appurtenant to particular condominium units shall be that of the unit owner whether or not the same shall be located within the condominium unit except in those instances where such damage shall occur as a result of and as a part of building structural damage resulting from calamity covered by condominium association insurance. Moreover, recognizing the importance of continuity, and the importance of uniform appearance, no amendment or alteration of any area of the exterior of the condominium unit or appurtenances thereto shall be made by the unit owner which is not in conformity with the general plan and color scheme of the buildings and without the consent of the Association.

H. Anything herein to the contrary, the responsibility for the maintenance, repair and replacement of any electrical, plumbing or other utility specifically serving the individual condominium unit shall be borne by the unit owner.

I. There shall be no limitation upon sale of any unit based upon race, creed, color, sex, religion or national origin.

J. No fee charged by the Association for transfer or approval of transfer shall be in excess of expenditures reasonably required and shall in no event exceed \$50.00.

K. No amendment of the Declaration shall be made which shall change the configuration or size of any condominium unit in any material fashion or alter the appurtenances of such unit without the consent of the unit owner, or change the proportion by which a unit owner shares the common expenses or owns the common surplus.

L. There is specifically granted to each unit owner a non-exclusive easement for streets, walks and other rights of way

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serving the unit as a part of the common elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each unit owner.

M. All persons joining this Declaration subjects his interest to the provisions of this declaration and the provisions of Chapter 711, Florida Statutes, 1973.

N. Any first Mortgagee who shall acquire title by reason of foreclosure or deed transfer in lieu of foreclosure, may be excused from payment of any unpaid liens for common expenses unpaid by the Mortgagor which were not recorded in the Public Records of Lee County, Florida, prior to recording of such first mortgage, provided that this shall not excuse such Mortgage holder from payment of any such expenses during the period of his or its ownership of such unit.

O. For units owned by the Developer, the Developer hereby reserves, at its option to either (1) Guarantee the assessment to all unit owners for a period of two (2) years or (2) exempt the Developer from the payment of the monthly maintenance fees for a period of four (4) months after recording of this declaration.

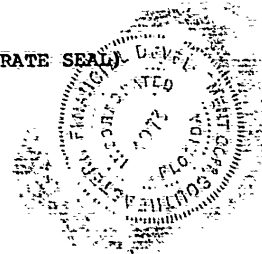
IN WITNESS WHEREOF, SOUTHEASTERN FINANCIAL DEVELOPMENT CORPORATION, has caused this Condominium Declaration to be signed in its name by its President, its corporate seal to be affixed and attested by its Secretary, this 30th day of April, 1975.

SOUTHEASTERN FINANCIAL DEVELOPMENT
CORPORATION

Ryan G. Hump
Sandra L. Hump
Witnesses

By E. J. Hump
President

(CORPORATE SEAL)



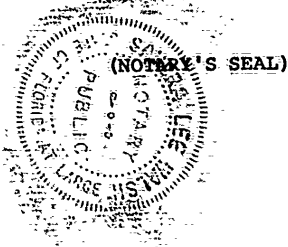
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STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this 30th day of April,
1975, before me personally appeared E. Earl Donaldson
~~and Secretary respectively,~~
of SOUTHEASTERN FINANCIAL DEVELOPMENT CORPORATION, a Florida corporation,
to me known to be the person described in and who executed the
foregoing instrument and severally acknowledged the execution thereof
to be his free act and deed as such officer, for the uses and
purposes therein mentioned; and that he affixed thereto the official
seal of said corporation, and the said instrument is the act and
deed of said corporation.

WITNESS my signature and official seal the day and year last
aforesaid.



Sandra Lee Webb
Notary Public

My Commission Expires: Apr. 2, 1979

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REC 1086 734EXHIBIT "A"BY-LAWSOFLAND 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

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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

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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.

1086 737

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 Board 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.

OFF
REC 1086 PC 738

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

OFF
REC 1086 PC 739

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

OFF
REC 1086 PC 740

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

OFF
REC 1086 PC 741

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

OFF
REC 1086 r 742

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

OFF
REC 1086 PC 743

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

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REC 1086 PC 744

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.

EXHIBIT A

OFF
REC 1086 PC 745ARTICLES OF INCORPORATIONOFLAND MARK PROFESSIONAL CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves, their successors and assigns together for the purpose of becoming incorporated under the laws of the State of Florida, and forming a corporation not for profit under the following proposed Certificate of Incorporation:

ARTICLE I

The name of this corporation is Land Mark Professional Condominium Association, Inc.

ARTICLE II

The purpose for which the corporation is organized is to own and hold real and personal property for the use and benefit of the members of the Association, to take all actions and to perform all duties deemed necessary to the protection, preservation, and improvement of such property and for the mutual benefit of the members of the Association.

ARTICLE III

The qualification of members of the Association shall be the ownership of a condominium unit parcel in Land Mark Professional Condominium development which membership shall be evidenced and established by a recordation in the Public Records of Lee County, Florida, of a deed conveying said condominium unit parcel fee title to the owner thereof. Upon recordation of such deed to a new owner, the membership of the prior owner of such unit shall be terminated. The manner of admission of members, the voting rights of members, the obligations and responsibilities of members shall be as established by the Condominium Declaration of Land Mark Professional Condominium as the same is recorded in the Public Records of Lee County, Florida, and as the same may have been heretofore or may be hereafter amended.

OFF
REC 1086 pc 746ARTICLE IV

The term for which the corporation shall exist shall be perpetual.

ARTICLE V

The name and residences of the subscribers to the Articles of Incorporation are as follows:

<u>NAME OF SUBSCRIBER</u>	<u>RESIDENCE</u>
Howard G. Bechtolt	3300 Henderson Boulevard Tampa, Florida 33609
E. Earl Donaldson	3300 Henderson Boulevard Tampa, Florida 33609

ARTICLE VI

The affairs of the corporation are to be managed by the President, Vice President, Secretary and Treasurer of the corporation and such officers shall be elected by the members of the Association annually.

ARTICLE VII

The names of the officers and directors who are to serve until the first election or appointment under the Articles of Incorporation shall be:

<u>NAME</u>	<u>RESIDENCE</u>
Howard G. Bechtolt	3300 Henderson Boulevard Tampa, Florida 33609
E. Earl Donaldson	3300 Henderson Boulevard Tampa, Florida 33609

ARTICLE VIII

The number of persons constituting the first Board of Directors shall be two (2) and the number may be increased to any number not exceeding nine (9) as may be established by the By-Laws of the corporation.

ARTICLE IX

The By-Laws of the corporation may be made, altered or amended by the members of the Association.

ARTICLE X

Amendments to the Articles of Incorporation may be proposed and adopted at any regular or specially called meeting of the members of the Association or any annual meeting of the Association.

LIFE
REC 1086 PC 747ARTICLE XI

The name and place of residence of the resident agent for service of process shall be Howard G. Bechtolt, 3300 Henderson Boulevard, Tampa, Florida 33609.

IN WITNESS WHEREOF, The subscribers have hereunto set their hands and seals this ____ day of _____, 1975.

(HGB) _____

(EED) _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared HOWARD G. BECHTOLT, competent to contract and one of the persons described in and who executed the foregoing Articles of Incorporation and he acknowledged the execution thereof to be his free act and deed.

WITNESS my hand and seal this ____ day of _____, 1975.

Notary Public

(NOTARY'S SEAL)

My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared E. EARL DONALDSON, competent to contract and one of the persons described in and who executed the foregoing Articles of Incorporation and he acknowledged the execution thereof to be his free act and deed.

WITNESS my hand and seal this ____ day of _____, 1975.

Notary Public

(NOTARY'S SEAL)

My Commission Expires: _____

OFF
REC 1086 PC 748

HOWARD G. BECHTOLT, being designated as resident agent of the foregoing corporation does by this instrument herewith accept such designation and responsibilities therein assigned.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared HOWARD G. BECHTOLT, competent to contract and the person described in and who executed the foregoing acceptance and he acknowledged the execution thereof to be his free act and deed.

WITNESS my hand and official seal this _____ day of _____, 1975.

Notary Public

(NOTARY'S SEAL)

My Commission Expires: _____

LAND MARK PROFESSIONAL CONDOMINIUM

DATE: APRIL 1975
JOB NO. 2385
SCALE: 1" = 40'

[illegible]

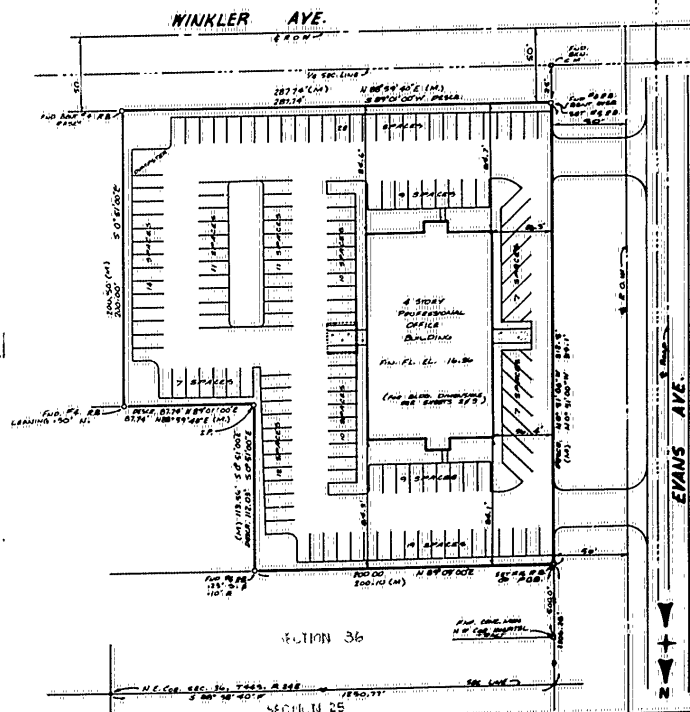
NOTES:
THESE "SURVEY PLANS" INsofar AS THEY PERTAIN TO STRUCTURES ARE COMPILED FROM DATA
SUPPLIED BY THOMAS C. WAGNER, ARCHITECT, INC., A E A

SHEETS 2 & 3 FOR UNIT AREAS INCLUDE PORTIONS OF THE BUILDING SERVING ONLY THE UNIT
BEING BOUNDED. ONLY UNIT AREAS AS SET FORTH ABOVE ARE DELINEATED BY THIS PLAN. OTHER
AREAS ARE SHOWN FOR REFERENCE ONLY. THE DIMENSIONS SHOWN HEREON ARE ALL AS MEASURED

	<u>Room</u>	<u>CEILING</u>
		<u>6411</u>
	<u>4TH FL</u>	<u>6216</u>
		<u>6211</u>
	<u>3RD FL</u>	<u>6016</u>
		<u>6011</u>
	<u>2ND FL</u>	<u>5816</u>
		<u>5811</u>
	<u>1ST FL</u>	<u>5616</u>
		<u>5611</u>

CERTIFICATION
THESE "SURVEY PLANS" AND EXHIBITS TOGETHER WITH THE WORDING OF THE DECLARATION ARE A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED AND IT CAN BE DETERMINED FROM THEM, THE IDENTIFICATION, LOCATION, DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT.

STANLEY K. INC.
FLA. REG. ENGR. NO. 4964
FLA. REG. LAND SURV. NO. 1733



OFF REC 1086 PC 750

INK ENGINEERING, INC.
200 PROFESSIONAL BLVD.
N. FORT MYERS, FLA.

LAND MARK PROFESSIONAL CONDOMINIUM

EXHIBIT "B"

CONDOMINIUM PLAT BOOK 42 PAGE 49

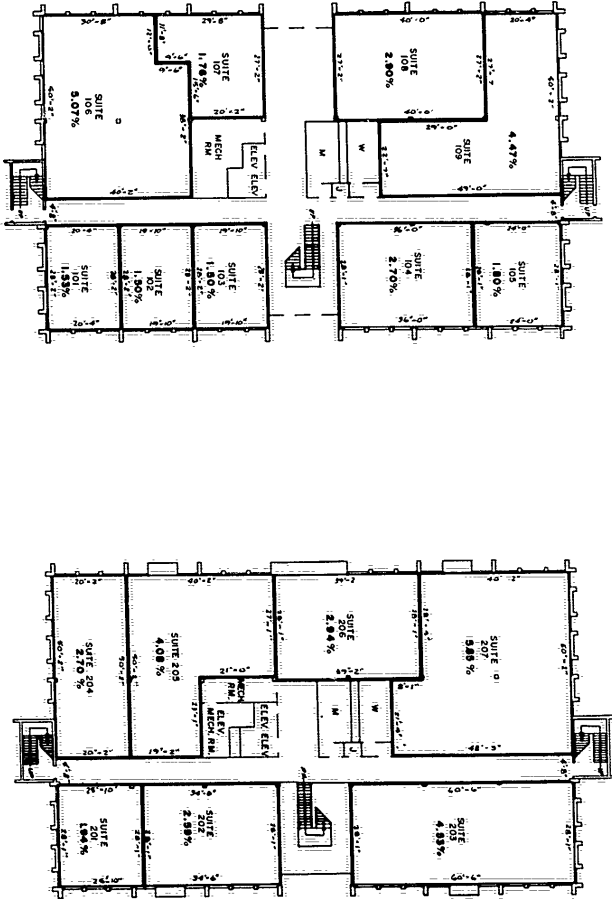
DATE: APRIL 1975
BOOK NO. 215
SCALE: 1/16" = 1'-0"

FIRST FLOOR

WALKWAY/STAIRWELL
ELEVATOR
JANITOR ROOM

SECOND FLOOR

N
+
V



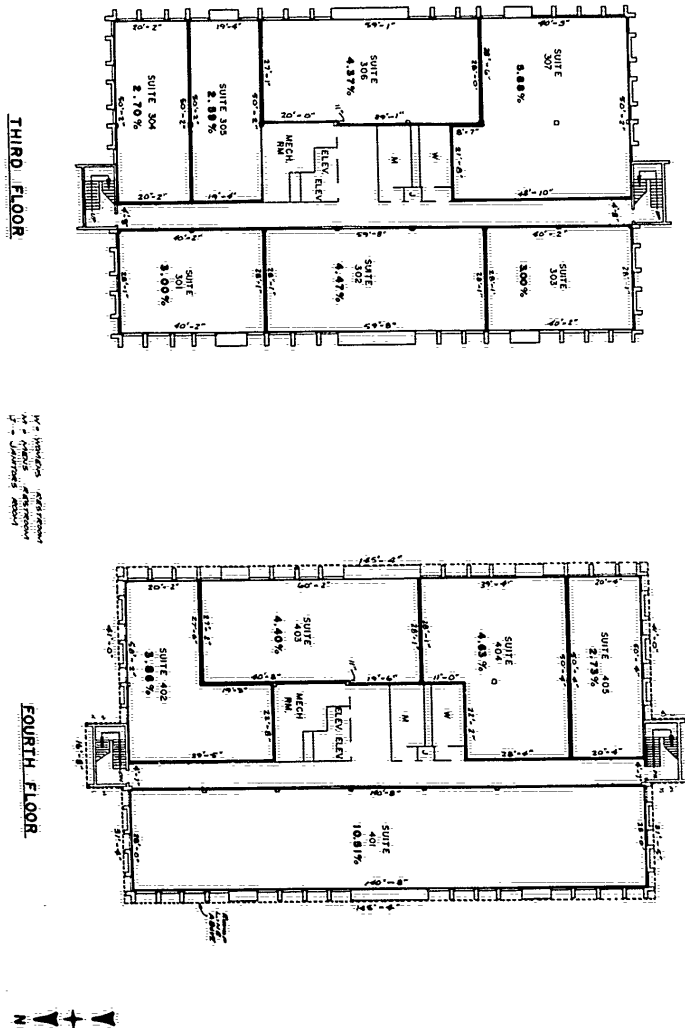
INK ENGINEERING, INC.
260 PROFESSIONAL PL.
N FORT MYERS, FLA

**LAND MARK PROFESSIONAL
CONDOMINIUM**

EXHIBIT "B"

CONDOMINIUM PLAT BOOK 4 PAGE 230
Sheet No. 8 of 8

DATE: APRIL 1975
JOB NO. 2385
SCALE 1/16" = 1'-0"



OFF
REC 1086 n 752EXHIBIT "C"RESTRICTIONS UPON USE OF UNITS AND RULES AND REGULATIONS
FOR LAND MARK PROFESSIONAL CONDOMINIUM

1. Each unit owner shall keep his unit in a good state of preservation and cleanliness. He shall not allow anything whatsoever to fall from the windows or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substances into any of the corridors or halls, elevators, ventilators or elsewhere in the building or upon the grounds. Refuse shall be placed in containers in such manner and at such times and places as the Association Board or its agent may direct.

2. The sidewalks, entrances, elevators, vestibules, stairways, corridors, halls, landings and fire exists must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units in the building.

3. Employees of the unit owners may not gather or lounge in the common areas of the buildings or grounds.

4. Supplies, goods and packages of every kind are to be delivered in such manner as the Association Board or its agent may prescribe and the said Board is not responsible for the loss or damage that may occur through the carelessness or negligence of the employees of the building.

5. Unit owners shall not cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from their units. Corridor doors shall be kept closed at all times except when in actual use for ingress and egress.

6. Unit owners shall not permit or keep in their unit any inflammable, combustible or explosive material, chemical or substance, except such products as are required in normal professional use.

7. Water closets and other water apparatus in the building

OFF REC 1086 PC 753

shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a unit shall be repaired and paid for by the owner of such unit.

8. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside of the demised premises or building, hung from windows, or placed on window sills, without the prior written consent of the Association Board, which shall establish rules governing the size, number and placements of signs for the condominium with the realization that this is a professional and business condominium.

9. No awnings, radio or television aerials or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of the demised premises, without the prior written consent of the Association Board.

10. No animals of any kind shall be kept or harbored in the premises. In no event shall any dog be permitted on any passenger elevator, or in any portion of the building unless carried or on a leash, or in any grass or garden plot under any circumstances.

11. No vehicle belonging to a unit owner or to an employee, patient, client or visitor of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exist from the building or parking lots by any other vehicle.

12. Unit owners, their employees, patients, clients, customers or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

13. The Board of the Association or its agent may from time to time curtail or relocate any space devoted to storage or service purposes in the mechanical rooms of the building.

14. The Board of the Association or its designee shall have the right of access to any unit for the purpose of making inspections,

OFF 1086 PC 754

repairs, replacements or improvements, or to remedy certain conditions which would result in damage to other portions of the building.

In the event it finds vermin, insects or other pests, it may take such measures as it deems necessary to control or exterminate same.

15. No employees of the Association Board or its agent shall be sent out of the building by any unit owner at any time for any purpose.

16. Complaints regarding the services of the building shall be made in writing to the Association Board or its agent.

17. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Association Board.

18. Leasing or sub-leasing of a unit by the unit owner is not prohibited, however, the written consent of the Association Board must be obtained. The unit owner or lessee must submit a request, in writing, setting forth the name of the lessee or sublessee, type of instrument to be used and supply all information as may be required by the Association Board.

The foregoing Rules and Regulations shall not apply to the Developer, its successors or assigns, until it has surrendered control of the Board of the Association as set forth in the Declaration and By-Laws.

EXHIBIT "D"OFF
REC 1086 PC 755FORM OF WARRANTY DEED

THIS INDENTURE made this ____ day of _____, 19____,
between SOUTHEASTERN FINANCIAL DEVELOPMENT CORPORATION, a corporation
existing under the laws of the State of Florida, having its principal
place of business in the County of Lee and State of Florida, party
of the first part, and _____

_____, whose address is:
_____, of the County of
_____ and State of _____, party of the
second part;

WITNESSETH, that the said party of the first part, for and
in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to
it in hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged, has granted, bargained and sold
to the said party of the second part forever, the following described
condominium unit parcel, situate, lying and being in the County
of Lee, State of Florida, to-wit:

Unit No. _____ of Land Mark Professional Condominium
according to the Condominium Declaration thereof on
file and recorded in the Office of the Clerk of the
Circuit Court in Official Record Book _____ at page _____,
Public Records of Lee County, Florida.

Subject to restrictions, easements and reservations
and designations of record as stated in said Condominium
Declaration, which party of the second part hereby assumes
and agrees to observe, comply with, perform and to be
subject to, including but not limited to payment of all
assessments as may be determined pursuant to said Condominium
Declaration.

And the said party of the first part does hereby fully warrant the
title to said condominium parcel, and will defend the same against
the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused

OFF
REC 1086 N 756

these presents to be signed in its name by its President and its corporate seal to be affixed the day and year above written.

SOUTHEASTERN FINANCIAL DEVELOPMENT
CORPORATION

By _____
President

Witnesses (CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this _____ day of _____,
19____, before me personally appeared _____
as President of SOUTHEASTERN FINANCIAL DEVELOPMENT CORPORATION,
a corporation under the laws of the State of Florida, to me known
to be the person described in and who executed the foregoing conveyance
to _____

and acknowledged the execution thereof to be his free act and deed
as such officer, for the uses and purposes therein mentioned, and
that he affixed thereto the official seal of said corporation and
the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal the day and year last
aforesaid.

Notary Public
(NOTARY'S SEAL) My Commission Expires: _____

OFF REC 1086 PC 757

SURVEYOR'S CERTIFICATION
LAND MARK PROFESSIONAL CONDOMINIUM

I have examined the Declaration of Condominium and attached Exhibits, including the "Plot Plan" of Land Mark Professional Condominium as recorded in Official Record Book 1086 at pages 717 through 758, inclusive, Lee County, Florida, Public Records, and certify that such material constitutes a correct representation of the improvements described and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

DONE This 2ND day of MAY, 1975.

INK ENGINEERING, INC.

By Stanley K. Ink
Registered Land Surv. No. 1733

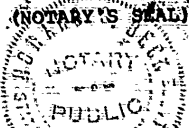
STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Stanley K. Ink of Ink Engineering, Inc. to me well known to be the person described in and who executed the above and foregoing Surveyor's Certificate, and he acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein expressed and set forth, and that he is over the age of twenty-one (21) years.

WITNESS my hand and official seal at Fort Myers, Lee County, Florida, this 5TH day of MAY, 1975.

Howard S. Beck
Notary Public

My Commission Expires: 27 JULY 1977



RECORDED IN OFFICIAL RECORDS
 LEE COUNTY, FLORIDA
 RECORD VERIFIED

OFF REC 1086 PC 758

MAY 7 3 47 PM '75

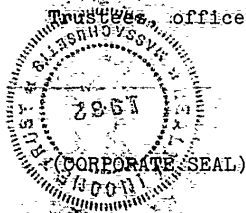
CONSENT OF MORTGAGE TO
 CONDOMINIUM DECLARATION

SAL GERACI
 CLERK OF CIRCUIT COURT

Sal Geraci

The undersigned, REALTY INCOME TRUST, being the mortgagee in the property declared for condominium usage as said mortgage is recorded in Official Record Book 1010 at page 777, Public Records of Lee County, Florida, does by the execution hereof, herewith join in the execution and declaration of the foregoing properties for condominium use, without, however, assigning or releasing any of the obligations assumed by the Developer herein.

Realty Income Trust is the designation of the current Trustees under a Declaration of Trust dated February 1, 1962, as amended. The obligations of Realty Income Trust do not constitute personal obligations of any of its officers or shareholders.



REALTY INCOME TRUST

By

[Signature]
 As Trustee and not individually

STATE OF RHODE ISLAND
 COUNTY OF PROVIDENCE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Robert P. Freeman, one of the Trustees of REALTY INCOME TRUST, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 28th day of April, 1975.

(NOTARY'S SEAL)

