

This Instrument Prepared By:
John M. Morgan
Attorney at Law
8911 Daniels Parkway, Suite 6
Fort Myers, Florida 33912
(239) 454-0572

Space above reserved for recording information

Declaration of Condominium
for
PATIO DE LEON I CONDOMINIUM

Declaration made on the 16th day of October, 2006, pursuant to Section 718.104 of the Florida Statutes, by John M. Morgan, Trustee of the PATIO DE LEON LAND TRUST dated July 15, 1996, 8911 Daniels Parkway, Suite 6, Fort Myers, Florida 33912, and herein referred to as "developer."

1. Submission of property. Developer, who is owner in fee simple absolute of the lands, the building, and all other improvements constructed or to be constructed thereon, together with all easements, rights, and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, as described below and herein collectively referred to as the "property," declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intending to submit the property to the provisions of Chapter 718 of the Florida Statutes, herein referred to as the "Condominium Act", and further intending to thereby create covenants running with the land and binding developer and its successors and assigns forever.

2. Name of condominium. The name by which the property shall hereafter be known is Patio de Leon I Condominium.

3. Description of land. The land on which the building and improvements constituting the property are to be located is described in Exhibit "A" and depicted on the Plot Plan attached as Exhibit "B-1" through "B-19" and incorporated herein by reference, consists of a single mixed-use structure containing 23,923 square feet, more or less.

4. Description of building. The existing building on the land, shown on the Plot Plan attached hereto as Exhibit "B-1" and "B-19" and incorporated herein by reference, consists of a two story mixed-use building containing a total building area of 23,923 square feet, more or less, containing Nine (9) commercial units and Sixteen (16) residential units, and various common elements as described herein.

5. Units. As depicted in the condominium plat of the building, attached as Exhibit "B-21" through "B-69" and incorporated herein by reference, there will be Nine (9) commercial units, which will be numbered consecutively from 101 to 109, and there will be Sixteen (16) residential

units, which will be numbered consecutively from 201 to 216.

As shown on the condominium plat of the building referred to previously in this section, each unit will consist of the area enclosed by the interior surfaces of its perimeter walls, floors, and ceilings, including the portions of the building so described and the airspace so enclosed, together with the heating and air conditioning system, including all mechanical equipment, ducting and electrical wiring located inside or outside the unit but used exclusively for a specific unit and all plumbing and electrical service used exclusively for a specific unit but not including any common elements located therein. When interpreting deeds, mortgages, deeds of trust, and other instruments of any representation of any unit contained in the plats referred to above, the existing physical boundaries of such unit or any unit reconstructed in substantial accordance with the original plans of such unit shall be conclusively presumed to be the boundaries regardless of any settling, rising, or lateral shifting of the building.

6. General common elements. The general common elements shall consist of the following:

(a) The parcel of land described above.

(b) The following facilities located throughout the project:

(1) The foundations, columns, girders, beams, supports, exterior walls (not including portions thereof on unit sides of such walls), walls and partitions separating units from mechanical equipment spaces and other common areas (not including portions on unit sides of such walls), all walls separating unit, (not including the surfaces of such walls), and all roofs.

(3) An easement through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.

(4) An easement of support in every portion of a unit which contributes to the support of the building.

(5) All halls, corridors, walkways, sidewalks, fire escapes, pavements, except those described hereafter as limited common elements.

(6) The property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements. Central installations for utility services such as power, telephone, light and gas.

(7) All sewer pipes.

(8) All open garden areas, swales, drainage or retention areas, including any Stormwater Management System.

(9) All other elements of the property desirable or rationally of common use, necessary to the existence, upkeep and safety of the condominium regime, or designated common elements by the Florida Condominium Act as that Act may be from time to time amended.

(10) The following specifically defined areas shall be common elements appurtenant to all units in the condominium:

- i. Common Area J
- ii. Common Area M

- iii. Common Area N
- iv. Common Area P
- v. Common Area Q
- vi. Common Area R

7. Limited common elements. The limited common elements shall consist of the following:

(b) The following shall be limited common elements appurtenant to the units described:

- i. Common Area A shall be appurtenant to Unit 109.
- ii. Common Area B shall be appurtenant to Unit 108.
- iii. Common Area K1 shall be appurtenant to Unit 107.
- iv. Common Area K2 shall be appurtenant to Unit 106.
- v. Common Area K4 shall be appurtenant to Unit 105.
- vi. Common Area K5 shall be appurtenant to Unit 104.
- vii. Common Area K6 shall be appurtenant to Unit 103.
- viii. Common Area K7 shall be appurtenant to Unit 102.
- ix. Common Area K8 shall be appurtenant to Unit 101.

(c) To the extent that any part of a limited common element as defined herein shall also function as a common element, then to that extent the profits and expenses of maintaining, repairing or replacing said part of the property shall be considered a common element.

(d) The following shall be limited common elements appurtenant to Units 201 through 216:

- i. Common Area C.
- ii. Common Area D.
- iii. Common Area E.
- iv. Common Area F.
- v. Common Area G, including the stairway and the area under the stairway.
- vi. Common Area H, including the elevator
- vii. Common Area L, including the stairway
- viii. Common Area S, including the stairway
- ix. Common Area T, including the elevator
- x. Common Area W
- xi. Common Area U, including the stairway.
- xii. Common Area V
- xiii. Common Area X
- xiv. Common Area K3

(e) To the extent that any part of a limited common element as defined herein shall also function as a common element, then to that extent the profits and expenses of maintaining, repairing or replacing said part of the property shall be considered a common element.

8. Ownership of common elements. Each owner of a unit will own in fee simple absolute a proportionate, undivided interest in the common elements listed in Section 6 equal to the proportion

that the size of such unit bears to the total size of all units, together with a proportionate, undivided interest in the limited common elements that are appurtenant to the unit, as follows:

Unit Number	Unit Size	Common Area Percentage	Limited Common Area Percentage
101	1160	4.85%	
102	580	2.42%	
102	567	2.37%	
104	1186	4.96%	
105	1671	6.98%	
106	1535	6.42%	
107	1785	7.46%	
108	2762	11.55%	
109	1125	4.70%	
201	627	2.62%	5.43%
202	656	2.74%	5.68%
203	654	2.73%	5.66%
204	785	3.28%	6.80%
205	612	2.56%	5.30%
206	1083	4.53%	9.38%
207	543	2.27%	4.70%
208	577	2.41%	4.99%
209	813	3.40%	7.04%
210	819	3.42%	7.09%
211	746	3.12%	6.46%
212	767	3.21%	6.64%
213	424	1.77%	3.67%
214	657	2.75%	5.69%
215	866	3.62%	7.50%
216	923	3.86%	7.99%
Total	23923	100.00%	

9. Proportionate representation; participation in common profits and expenses; definitions.

Each unit owner will share in the common profits and expenses, as defined, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements as set forth above.

(a) For purposes of this declaration, "common profits" means the excess of all receipts over all disbursements of the association.

(b) For purposes of this declaration, "common expenses" means expenses for the administration, maintenance, and repair of the common elements, and all sums that may be designated common expenses by this declaration or the bylaws of the association.

(c) Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the respective Unit owned by such Unit Owner. The Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving his Unit. The rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, Declaration, Bylaws, and the rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions, or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and Bylaws.

10. Covenants and agreements. Grantor, its successors and assigns, by this declaration, and all future owners of units, by acceptance of their respective deeds, covenant and agree as follows:

(a) The common elements will remain undivided, and no right will exist to partition or divide any of them, except when termination of the condominium and its removal from the provisions of Chapter 718 of the Florida Statutes is authorized by unanimous agreement of all of the owners of the condominium and all creditors in whose behalf the encumbrances are recorded against the condominium. On such authorization, all unit owners, mortgagees, and lienors shall execute and file for record in the office where this declaration is filed, an instrument of revocation of this declaration. On the filing of such instrument of revocation, the owners shall become tenants in common of the property, and each shall own an undivided interest therein equal to the percentage of his or her undivided interest in the common elements before the filing of such instrument. On the filing of such instrument of revocation, all liens shall be transferred to the undivided share in the condominium property attributable to the unit originally encumbered by the lien in its same priority. Termination of the condominium shall not bar subsequent resubmission to the provisions of such Act in accordance with the terms thereof.

(b) Each unit owner will have an easement in common with all other unit owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other units and serving his or her unit, and each unit will be subject to such easement in favor of owners of all other units. Subject to reasonable regulation as may be provided in the bylaws, the board of administration will have a right of access to each unit to inspect it, and to maintain, repair, or replace all common elements located within it.

(c) Units 101 through 109 will be occupied and used for commercial purposes only and as permitted by the applicable zoning land use regulations and for no other purpose. Units 201 through 216 will be occupied and used for residential purposes only and as permitted by the applicable zoning land use regulations and for no other purpose.

(d) Each owner of a unit or units will, automatically on becoming an owner of the unit or units, become a member of Patio de Leon I Condominium Association, herein referred to as the association, and will remain a member until his or her ownership ceases, at which time membership in the association will also cease.

(e) Any unit leased or acquired by the board of administration in any manner will be held by the board on behalf of all unit owners, in proportion to the respective common interests of the owners as set forth above.

(f) Administration of the condominium will be in accordance with the provisions of this declaration and the bylaws of the association, attached as Exhibit "C", as those documents may be amended from time to time.

(g) Each unit owner, and all tenants who are occupants of units will comply with the provisions of this declaration, and the bylaws, decisions, and resolutions of the association, as lawfully amended from time to time. Failure to comply with these provisions, decisions, or resolutions will be grounds for an action to recover a sum due for damages or injunctive relief, or both, maintainable by the association or by any unit owner or by a person who holds a blanket mortgage or unit mortgage and is aggrieved by any such noncompliance.

(h) No unit owner may exempt himself or herself from liability for his or her proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his or her unit.

11. Assessment liens. The Association shall have a lien on each Unit for any unpaid Assessments and Special Assessments and interest thereon against the Unit Owner, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessments and/or Special Assessments or the enforcement of such lien, together with all sums advanced or paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances that may be required to be advanced by the Association to preserve or protect its lien. Said lien shall be effective from and after the time a claim of lien stating the description of the Condominium Parcel, the name of the record owner thereof, the amount due and the dates when due, is recorded in the Public Records of Lee County, Florida, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and acknowledged by an officer of the Association or by an authorized agent of the Association. On full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for Assessments and/or Special Assessments may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. If, after any such foreclosure by the Association, the former Unit Owner or anyone claiming through him shall remain in possession of the Unit, he shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also bring an action to recover a money judgment for unpaid Assessments and/or Special Assessments without waiving the lien securing the same. The Board of Directors may settle or compromise any personal action or any action to enforce or foreclose a lien as it may deem in the best interest of the Association. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose its lien for Assessments, Special Assessments, or both, and any interest thereon, and to apply as a cash credit against its bid all sums due, as provided herein, and covered by the lien enforced.

12. Acquisition of unit at foreclosure or other sale; effect. Where the mortgagee under a duly recorded instrument, or any other purchaser, obtains title to a unit as a result of foreclosure or exercise of a power of sale, such purchaser, his or her heirs, successors, and assigns, shall be liable for the unit's unpaid common expenses and regular periodic assessments which accrued or came

due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

In the case of a mortgagee, the lesser of the above amount or one percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

13. Destruction of or damage to property; effect. In the event the property is damaged or destroyed; the repair, reconstruction, or disposition of the property shall be as provided in the Florida Statutes. In the event the property is not repaired, reconstructed, or rebuilt within a reasonable time, any unit owner is entitled to equitable relief as provided in FS §718.118.

14. Eminent domain. If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the association and distributed by it among unit owners in proportion to their respective undivided interests in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

15. Conveyance of units; unpaid assessments. On the voluntary sale or conveyance of an unit, all unpaid assessments against the unit will first be paid by the unit owner from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except (1) assessments, liens, and charges in favor of the state for taxes past due and unpaid on the unit, and (2) amounts due under a duly recorded mortgage. Any payment by purchaser will be without prejudice to the right of the purchaser to recover from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser, mortgagee, or trust deed beneficiary will be entitled to a statement from the board of administration setting forth the amount of unpaid common charges due the association from any seller.

16. Sales and Leases of Units. No unit owner may sell or lease his or her unit or any interest therein except by complying with the provisions of this section.

(a) Severance of ownership. Any sale of a unit must include the sale of the undivided interest in the common elements appurtenant to that unit; and the interest of the seller in any other assets of the condominium (collectively referred to herein as appurtenant interests). No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which the interests are appurtenant; or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all units. Any

deed, mortgage, or other instrument purporting to affect a unit or one or more appurtenant interests without including all such interests will be deemed to include the interest or interests that were omitted; it being the intention hereof to prevent any severance of combined ownership of units and their appurtenant interests.

(b) Approval of Sale by the Board of Administration. Any sale of a unit shall be approved by the Board of Administration. The proposed sale shall be submitted to the Board of Administration in writing and the Board of Administration shall respond with fifteen (15) days of receipt of written notice thereof. The Board of Administration shall consider the intended use of the unit by the proposed purchaser and the economic or commercial impact such use would have on other tenants or owners in the condominium. The Board of Administration shall not unreasonably withhold approval of any proposed sale.

(c) Approval of Lease by the Board of Administration. Any lease of a unit shall be approved by the Board of Administration. The proposed lease shall be submitted to the Board of Administration in writing and the Board of Administration shall respond with fifteen (15) days of receipt of written notice thereof. The Board of Administration shall consider the intended use of the unit by the proposed tenant and the economic and commercial impact such use would have on other tenants or owners in the condominium. The Board of Administration shall not unreasonably withhold approval of any proposed lease.

17. Insurance. The board of administration of the association, or the managing agent, will obtain and continue in effect insurance for the full insurable value of the improvements constituting the condominium, against loss by fire or other casualties in form and amounts satisfactory to mortgagees holding first mortgages covering a majority of units, but without prejudice to the right of each unit owner to obtain individual unit insurance as he or she may see fit. The board of administration, or the managing agent, shall also obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the common elements and limited common elements in such form and amounts, satisfactory to mortgagees holding first mortgages on the units, as shall be determined by the board of administration. Insurance premiums for such insurance coverage will be a common expense to be paid by monthly assessments levied by the association. These payments will be held in a separate escrow account of the association, and will be used solely for the payment of the insurance premiums as those premiums become due.

18. Duties and liabilities of developer. So long as developer, its successors and assigns, owns one or more of the units established and described herein, developer, its successors and assigns, will be subject to the provisions of this declaration and of all attached exhibits. Grantor further covenants to take no action that would adversely affect the right of the association with respect to assurances against latent defects in the property, or other rights assigned to the association by reason of the establishment of the condominium.

19. Unit owners' association. The Association shall be responsible for the maintenance, repair, replacement, administration, and operation of the Property. The Association shall have all the powers and duties set forth in the Act, as well as all the powers and duties granted to or

imposed on it under the Condominium Documents as they may be amended from time to time. The Association is specifically authorized to enter into agreements by which its powers and duties, or some of them, may be exercised or performed by some other person or persons. The articles of incorporation creating the unit owners' association is annexed as Exhibit "D".

20. Unit owner's membership and voting rights in association. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. The membership of a Unit Owner cannot be assigned or transferred in any manner except as an appurtenance to his Unit. Each Unit is entitled to one vote, which vote is not divisible. Where the Unit Owner is more than one person, if only one person is present at a meeting of the Association, that person shall be entitled to cast the vote pertaining to that Unit. If more than one such person is present at a meeting, the vote pertaining to that Unit shall be cast in accordance with the provisions set forth in the Bylaws. The unit owners' membership and voting rights in the association shall be as provided in the bylaws annexed as Exhibit "C". All agreements and determinations lawfully made by the association in accordance with the voting percentages established herein shall be binding on all unit owners, their heirs, successors, and assigns.

21. Amendment of declaration. This declaration may only be amended at a meeting of the unit owners at which the amendment is approved by the holders of at least a majority of the ownership interest in the condominium. Any amendment of this declaration may not alter or destroy a unit without the consent of the owners affected and first lien mortgagees. No such amendment shall be effective until recorded in the office of the Clerk of the Circuit Court of the County of Lee, State of Florida.

22. Invalidity. If one or more provisions of this declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.

23. Waiver. No provision contained in this declaration will be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of the failure of enforcement.

24. Captions. Captions are inserted in this declaration for convenience and reference only, and will not be taken in any way to limit or describe the scope of this declaration or any of its provisions.

In witness whereof, developer has executed this declaration on the 18th day of October, 2006, at Fort Myers, Lee County, Florida.

Patio de Leon I Land Trust
dated July 15, 1996

By: [Signature], Trustee
John M. Morgan, Trustee

[Signature]
Witness
Susan Vertefeuille
Typed or Printed Name of Witness

[Signature]
Witness
Amy Wellington
Typed or Printed Name of Witness

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of October, 2006 by John M. Morgan, Trustee of the Patio de Leon I Land Trust dated July 15, 1996, who is personally known to me or who has produced (personally known) as identification and who did, did not take an oath.

Notary Seal, Expiration Date and Commission Number

[Signature]
Notary Public



CONSENT AND JOINDER BY MORTGAGEE

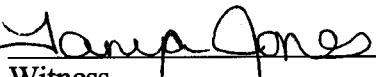
Florida Gulf Bank, hereby joins in and consents to the execution of the Declaration of Condominium for Patio de Leon I Condominium and subjects the interests of Florida Gulf Bank to the provisions of said Declaration of Condominium.

Florida Gulf Bank

By: 

Its: Dennis KUCERA, SVP
Typed or Printed Name and Title


Witness
Dawn Powell
Typed or Printed Name of Witness



Witness
Tanya Jones
Typed or Printed Name of Witness

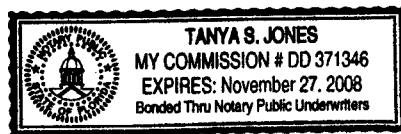
STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of October 2006 by Dennis Kucera, Sr. Vice President of Florida Gulf Bank, who is personally known to me or who has produced _____ as identification and who [] did [X] did not take an oath.

Notary Seal, Expiration Date and Commission Number





Survey, Plot Plan, and
Graphic Description of Improvements

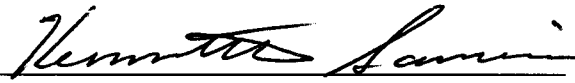
This exhibit consists of Seventy Two (72) pages. A Certificate of Surveyor, A Survey and Legal Description and Sixty Nine pages that constitute the survey, plot plan, and graphic description of the Units of the PATIO DE LEON I CONDOMINIUM.

Certificate of Surveyor

I, KENNETH SARAFIO, of Lee County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 6348, authorized and licensed to practice in the state of Florida, and that the improvements of PATIO DE LEON I CONDOMINIUM are substantially complete so that the survey, plot plan, and graphic description of improvements attached to the Declaration of Condominium as recorded in Clerks Instrument Number _____, together with the survey, plot plan, and graphic description of improvements attached hereto as Exhibit A and Exhibits B-1 through B-69 together with the provisions of the declaration of condominium describing the condominium property, present an accurate representation of the location and dimensions of the improvements constituting the PATIO DE LEON I CONDOMINIUM, and that the identification, location, and dimensions of the common elements and of each unit in said condominium can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, and access to each unit in the PATIO DE LEON I CONDOMINIUM, and the common elements described in the original Declaration of Condominium and herein, have been substantially completed.

Dated: October 19, 2006.


Registered Land Surveyor
KENNETH SARAFIO
Typed or Printed Name
#6348
Certificate Number



WWW.DOVESURVEY.COM

LAND SURVEYING INC. 1762 FOWLER STREET, FORT MYERS, FLORIDA 33901
(239) 332-7500 FAX (239) 332-8838

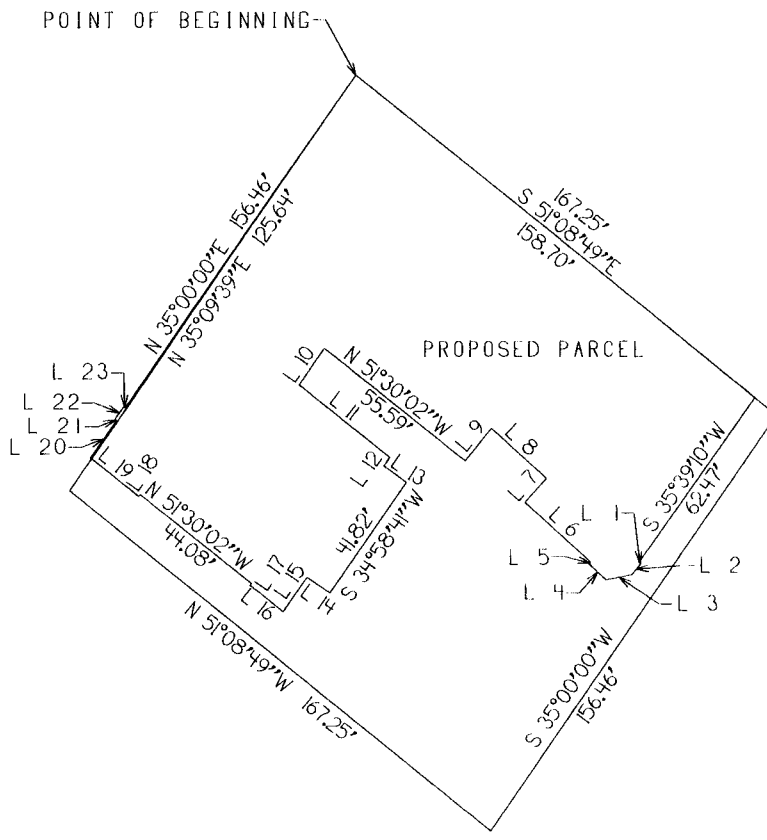
Certificate of authorization number LB 7422
© 2005 by Dove & Associates Land Surveying Inc.



Sketch of a Boundary Survey

98-0637LS
22 SEP 05
Drawn by DMO
SHEET 1 OF 2

CERTIFIED TO:
Patio De Leon Land Trust
John M. Morgan, Trustee



Line	Bearing	Distance
1	S 54°20'50"E	0.70'
2	S 40°25'34"W	4.47'
3	S 78°49'49"W	8.19'
4	N 46°45'46"W	7.09'
5	N 40°50'30"E	0.81'
6	N 47°55'07"W	27.54'
7	N 42°04'53"E	10.00'
8	N 47°55'07"W	22.98'
9	S 39°14'35"W	12.96'
10	S 34°58'41"W	13.73'
11	S 51°30'02"E	35.77'
12	S 34°58'41"W	3.31'
13	S 55°01'19"E	8.60'
14	N 55°01'19"W	8.60'
15	S 34°58'41"W	13.04'
16	N 51°30'01"W	13.13'
17	N 34°58'37"E	0.70'
18	S 34°58'40"W	0.70'
19	N 51°30'02"W	19.04'
20	N 35°13'00"E	14.14'
21	N 54°50'21"W	0.60'
22	N 35°09'39"E	4.70'
23	S 54°50'21"E	0.60'

Exhibit "A" consisting of 2 pages.

NOTE:
THIS SURVEY IS NOT COMPLETE WITHOUT THE ATTACHED SHEET 2 OF 2 OF THE BOUNDARY SURVEY

- Notes:
- 1) Only improvements shown were located.
 - 2) Dimensions are in feet and decimals thereof.
 - 3) Parcel subject to easements, restrictions, reservations, and right-of-ways of record.
 - 4) Easements shown on this drawing are from the recorded plat. Any other easement(s) pertaining to the herein described land(s) must be furnished to the surveyor by the client or the client's agent per Florida Statute 61G17-6.0031(5e) of the Florida Administrative Code.
 - 5) This survey is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

- 6) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
- 7) Parcel was surveyed from information supplied by the client.
- 8) Underground utilities and structures were not field located.
- 9) This certification is only for the land described. It is not a certification of title, zoning, easement, freedom of encumbrance, ownership, or rights-of-way.
- 10) Abstract not reviewed.

This survey meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors pursuant to Section 472.027, Florida Statutes, and Chapter 61G17-6, Florida Administrative Code.

BY:
Kenneth B. Sarrta
Professional Surveyor & Mapper
Certificate No. 6348





WWW.DOVESURVEY.COM

1762 FOWLER STREET, FORT MYERS, FLORIDA 33901
(239) 332-7500 FAX (239) 332-8838



Sketch of a Boundary Survey

CERTIFIED TO:
Patio De Leon Land Trust
John M. Morgan, Trustee

98-0637LS

22 SEP 05

Drawn by DMO
SHEET 2 OF 2

Certificate of authorization number LB 7422

© 2005 by Dove & Associates Land Surveying Inc.

Legal Description of Parent Parcel:

A Tract or Parcel of land situated in the State of Florida, County of Lee, City of Fort Myers, being a part of Block 6 of Homestead of James Evans as recorded in Plat Book 1 at Page 23, and a part of the Tract or Parcel of land described in Official Records Book 2039 at Page 188 of the Public Records of said Lee County, lying in Section 13, Township 44 South, Range 24 East, and further bounded and described as follows:

Beginning at the Northeast Corner of Block 6 of said Homestead of James Evans, thence S51°00'49"E along the Southerly Right-of-Way line of Hendry Street for 167.25 feet; thence S35°00'00"W parallel with First Street for 156.46 feet; thence N51°08'49"W parallel with Hendry Street 167.25 feet to an intersection with the Easterly Right-of-Way line of First Street; thence N35°00'00"E along said Easterly Right-of-Way line 156.46 feet to the Point of Beginning.

Bearings are based on the Easterly Right-of-Way line of First Street as bearing N35°00'00"E.

Parcel subject to easement, Right-of-Way, restrictions and reservations (written and unwritten, records and unrecorded).

Parcel contains 26,109 square feet, more or less.

Description of an Ingress-Egress Easement:

A Tract or Parcel of land situated in the State of Florida, County of Lee, City of Fort Myers, being a part of Block 6 of Homestead of James Evans as recorded in Plat Book 1 at Page 23, and a part of the Tract or Parcel of land described in Official Records Book 2039 at Page 188 of the Public Records of said Lee County, lying in Section 13, Township 44 South, Range 24 East, and further bounded and described as follows:

Beginning at the Northeast Corner of Block 6 of said Homestead of James Evans, thence S51°00'49"E along the Southerly Right-of-Way line of Hendry Street for 158.67 feet to the Point of Beginning; thence continue S51°00'49"E along said Southerly Right-of-Way line of Hendry Street 16.30 feet; thence S35°00'00"W parallel with First Street for 105.05 feet; thence N51°00'49"W parallel with Hendry Street for 0.38 feet; thence S35°00'00"W parallel with First Street for 51.41 feet; thence N51°00'49"W parallel with Hendry Street for 15.92 feet; thence N35°00'00"E parallel with First Street 156.46 feet to the Point of Beginning.

Bearings are based on the Easterly Right-of-Way line of First Street as bearing N35°00'00"E.

Parcel subject to easement, Right-of-Way, restrictions and reservations (written and unwritten, records and unrecorded).

Parcel contains 2,526 square feet, more or less.

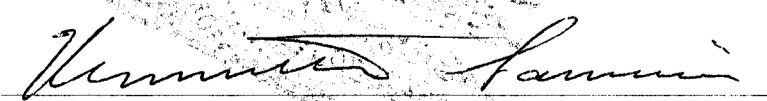
Legal Description of Proposed Parcel:

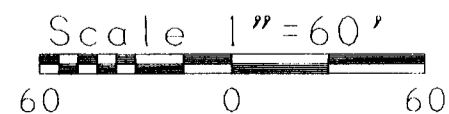
A Tract or Parcel of land situated in the State of Florida, County of Lee, City of Fort Myers, being a part of Block 6 of Homestead of James Evans as recorded in Plat Book 1 at Page 23, and a part of the Tract or Parcel of land described in Official Records Book 2039 at Page 188 of the Public Records of said Lee County, lying in Section 13, Township 44 South, Range 24 East, and further bounded and described as follows:

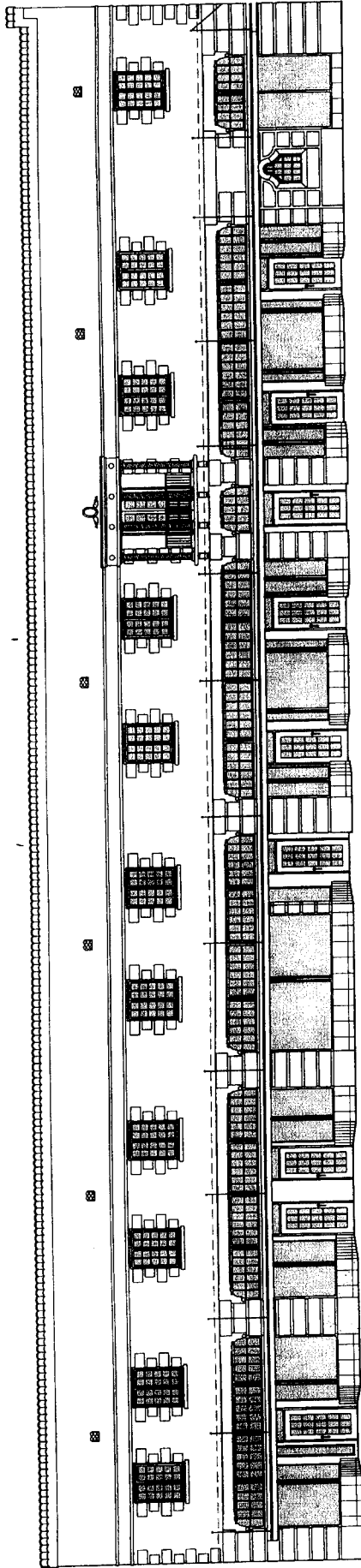
Commencing at the Northernmost corner of Block 6 of said Homestead of James Evans, said corner also being the Point of Beginning for the lands herein described, thence South 51° 08' 49" East along the Southerly right-of-way line of Hendry Street, a distance of 158.70 feet; thence South 35° 39' 10" West, a distance of 62.47 feet; thence South 54° 20' 50" East, a distance of 0.70 feet; thence South 40° 25' 34" West, a distance of 4.47 feet; thence South 78° 49' 49" West, a distance of 8.19 feet; thence North 46° 45' 46" West, a distance of 7.09 feet; thence North 40° 50' 30" East, a distance of 0.81 foot; thence North 47° 55' 07" West, a distance of 27.54 feet; thence North 42° 04' 53" East, a distance of 10.00 feet to the face of a wall of a multi-story concrete block building; thence North 47° 55' 07" West along said wall, a distance of 22.98 feet; thence South 39° 14' 35" West, a distance of 12.96 feet; thence North 51° 30' 02" West along the face of a wall of said building, a distance of 55.59 feet; thence South 34° 58' 41" West, a distance of 13.73 feet to the face of a wall of said building; thence South 51° 30' 02" East along the face of a wall of said building, a distance of 35.77 feet to a corner of said building; thence South 34° 58' 41" West along the face of a wall of said building, a distance of 3.31 feet; thence South 55° 01' 19" East, a distance of 8.60 feet; thence South 34° 58' 41" West, a distance of 41.82 feet to the corner of a concrete column for said building; thence North 55° 01' 19" West, a distance of 8.60 feet to the face of a wall of said building; thence South 34° 58' 41" West along the face of a wall of said building, a distance of 13.04 feet to a corner said building; thence North 51° 30' 01" West along the face of a wall of said building, a distance of 13.13 feet to a corner of said building; thence North 34° 58' 37" East along the face of a wall of said building, a distance of 0.70 foot to a corner of said building; thence North 51° 30' 02" West along the face of a wall of said building, a distance of 44.08 feet to a corner of said building; thence South 34° 58' 40" West along the face of a wall of said building, a distance of 0.70 foot to a corner of said building; thence North 51° 30' 02" West, a distance of 19.04 feet to a corner of said building; thence North 35° 13' 00" East along the face of a wall of said building, a distance of 14.14 feet; thence North 54° 50' 21" West along the face of a wall of said building, a distance of 0.60 feet; thence North 35° 09' 39" East along the face of a wall of said building, a distance of 4.70 feet to a corner of said building; thence South 54° 50' 21" East along the face of a wall of said building, a distance of 0.60 feet to a corner of said building; thence North 35° 09' 39" East along the face of a wall of said building, a distance of 125.64 feet back to the Point of Beginning.

Bearings are based on the Easterly Right-of-Way line of First Street as bearing N35°00'00"E.

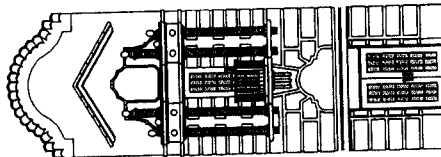
NOTE: THIS SURVEY IS NOT COMPLETE WITHOUT THE ATTACHED SHEET 1 OF 2 OF THE BOUNDARY SURVEY

BY: 
Kenneth B. Sarrio
Professional Surveyor & Mapper
Certificate No. 6348

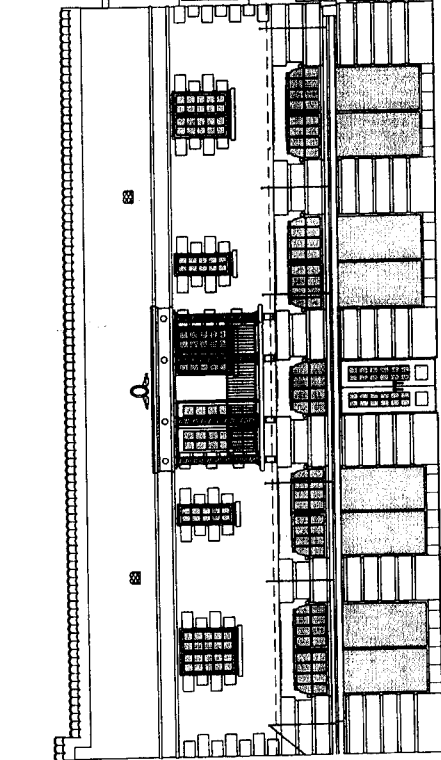




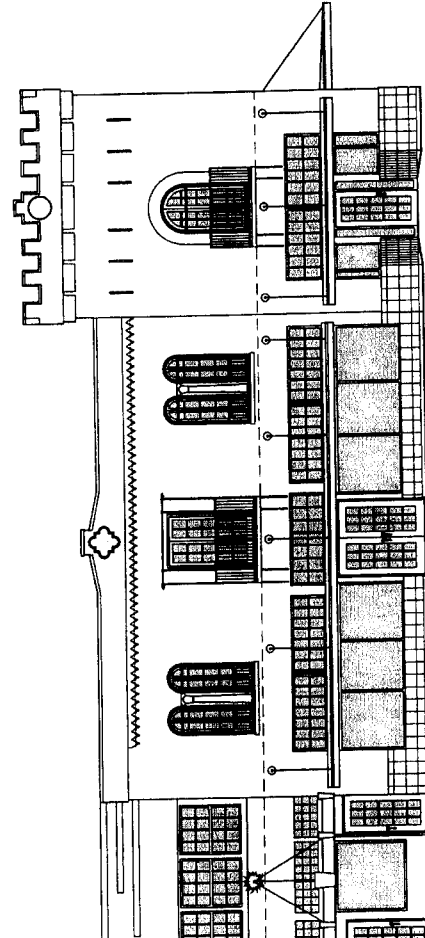
Hendry Street (Northeast)



Corner (North)



First Street (Northwest)



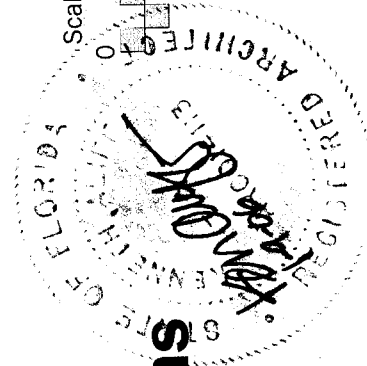
Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

Owner
 John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

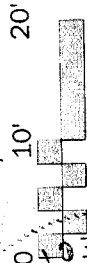
Prepared by
 Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Building Elevations

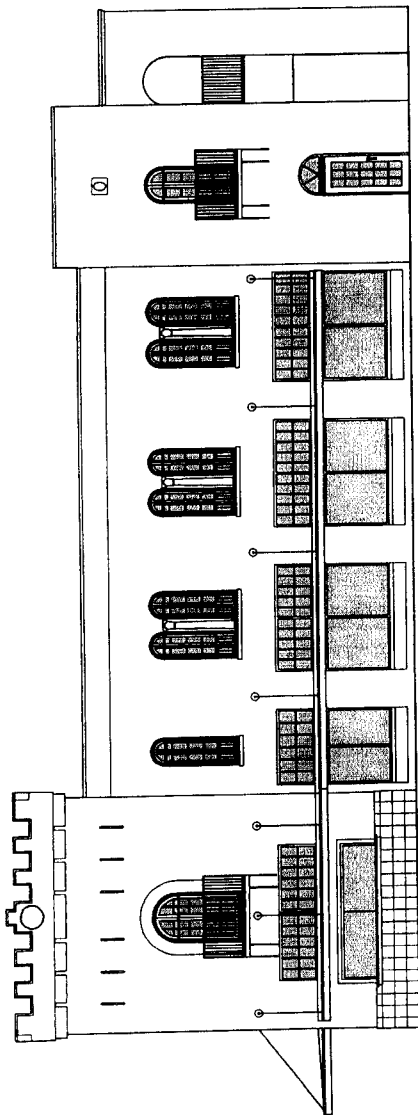
B-1



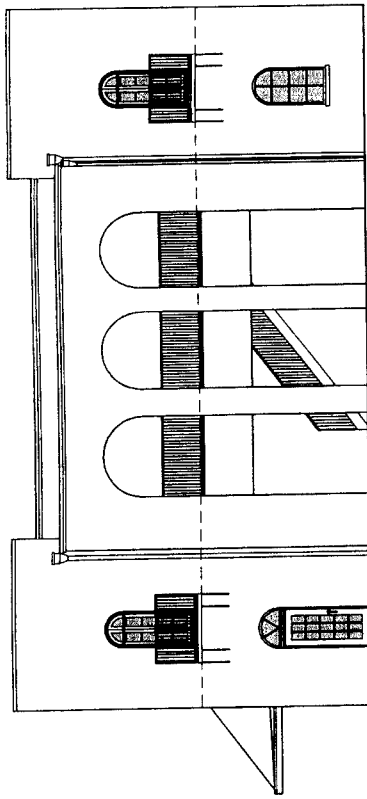
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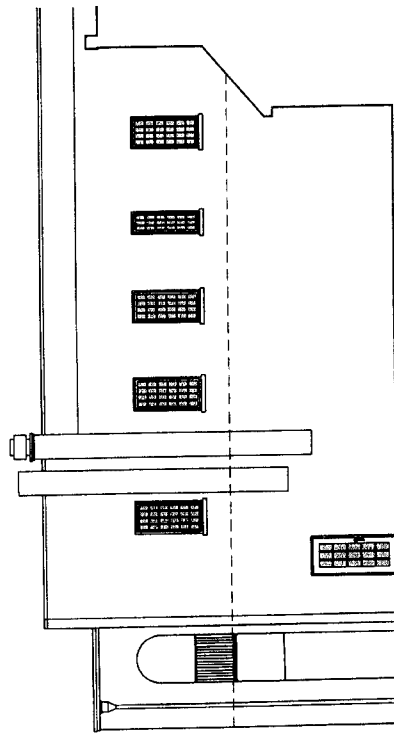
12-19-05



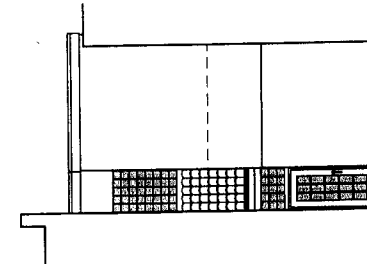
**Southwest Elevation
(partial)**



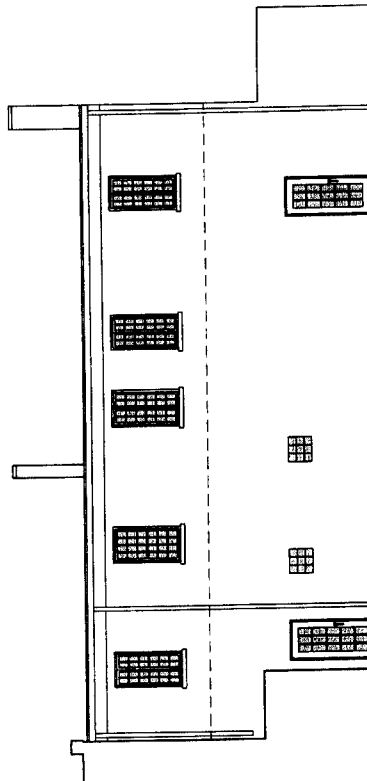
**Southeast Elevation
(partial)**



**Northeast Elevation
(partial)**



**Southeast Elevation
(partial)**

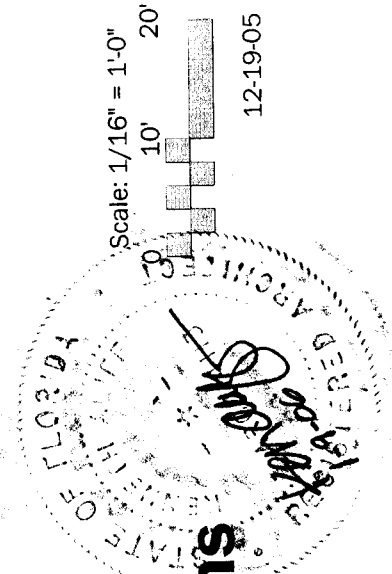


**Southwest Elevation
(partial)**

Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

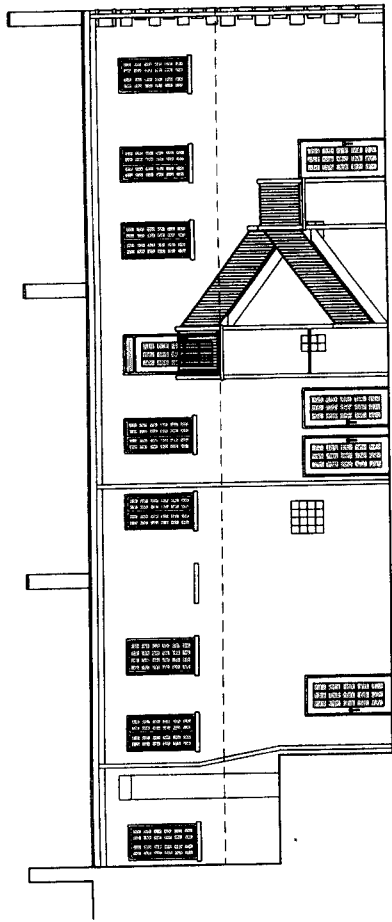
Owner
 John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

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 6361 Corporate Park Circle, Suite 3
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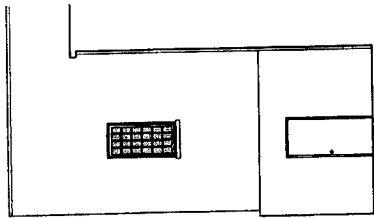


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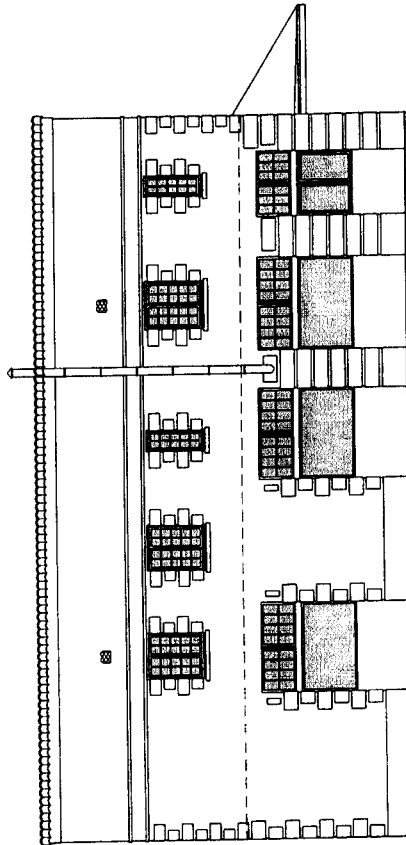
Building Elevations
 B-2



**Southwest Elevation
(partial)**



**Southeast Elevation
(partial)**



**Southeast Elevation
(partial)**

Project
Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

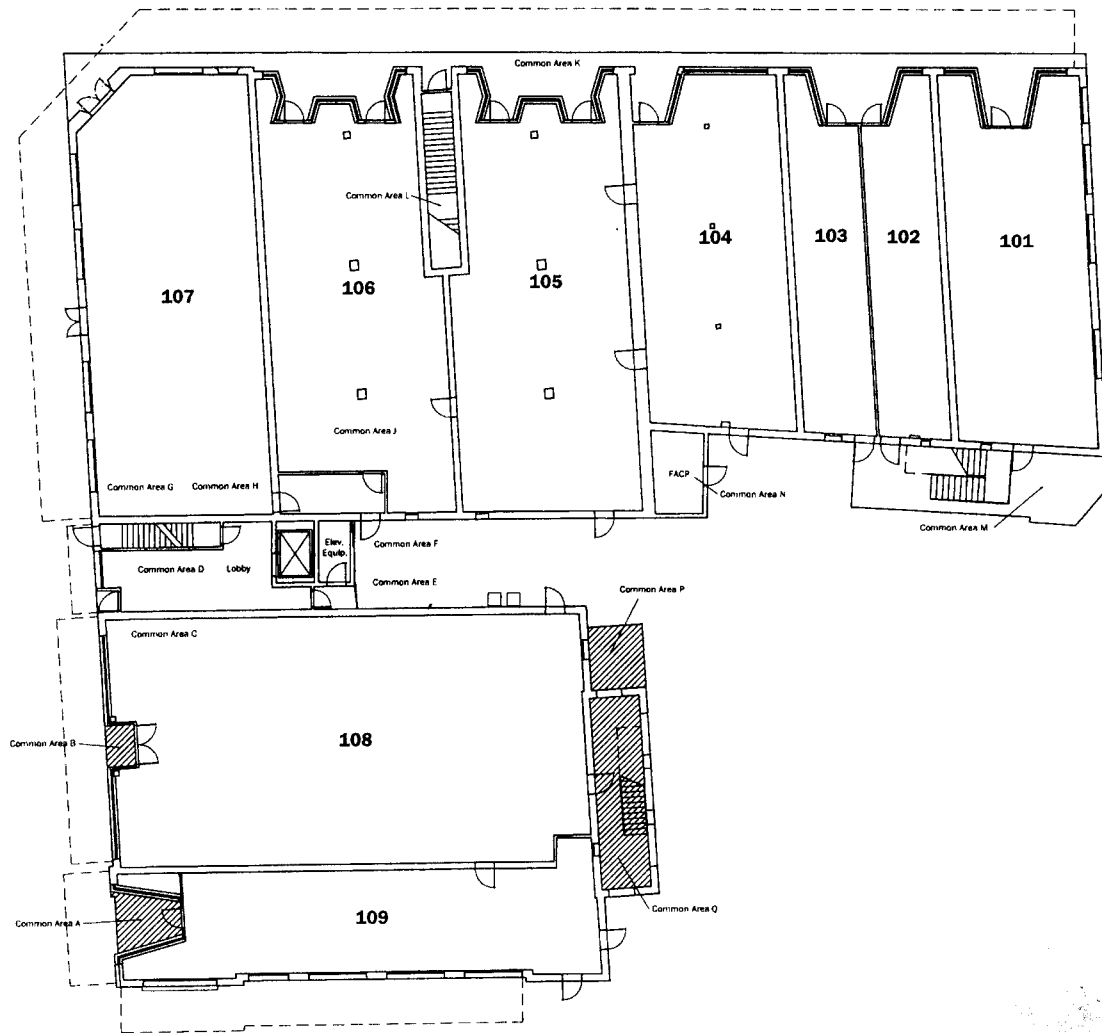
Owner
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

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Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

**Building Elevations
B-3**

Scale: 1/16" = 1'-0"
10' 20'

12-19-05



Handwritten signature and date:
 1.9.06
 11/16/06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

**B-4
Location Plan
Common Areas
A, B, P and Q**

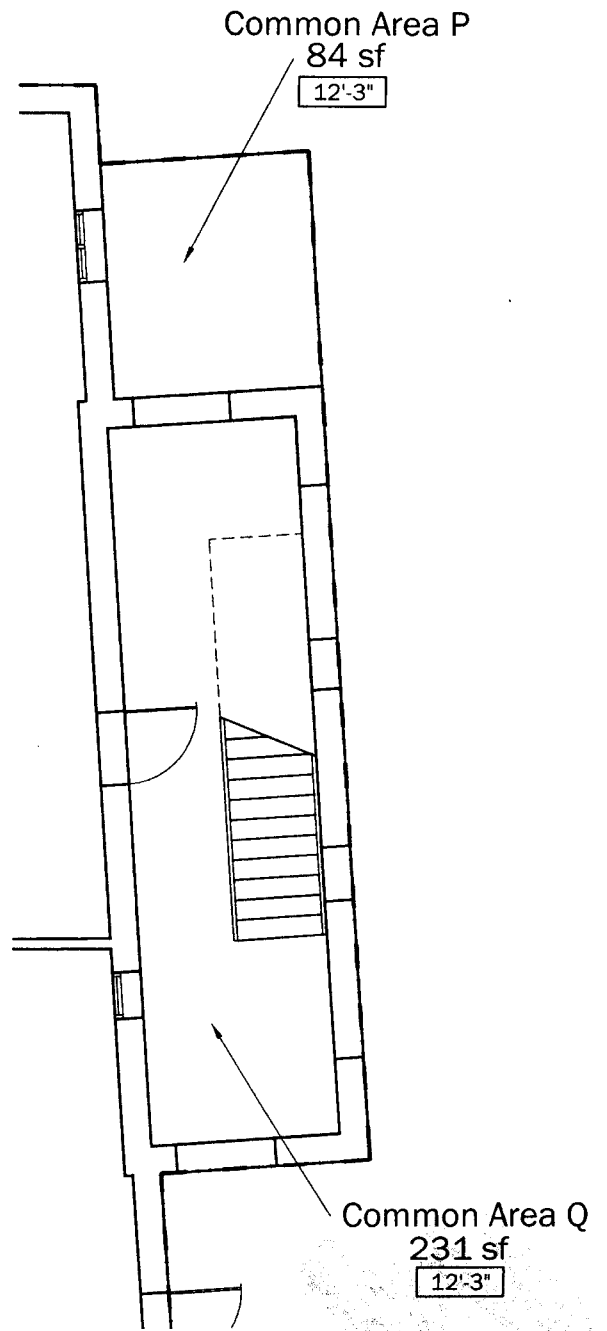
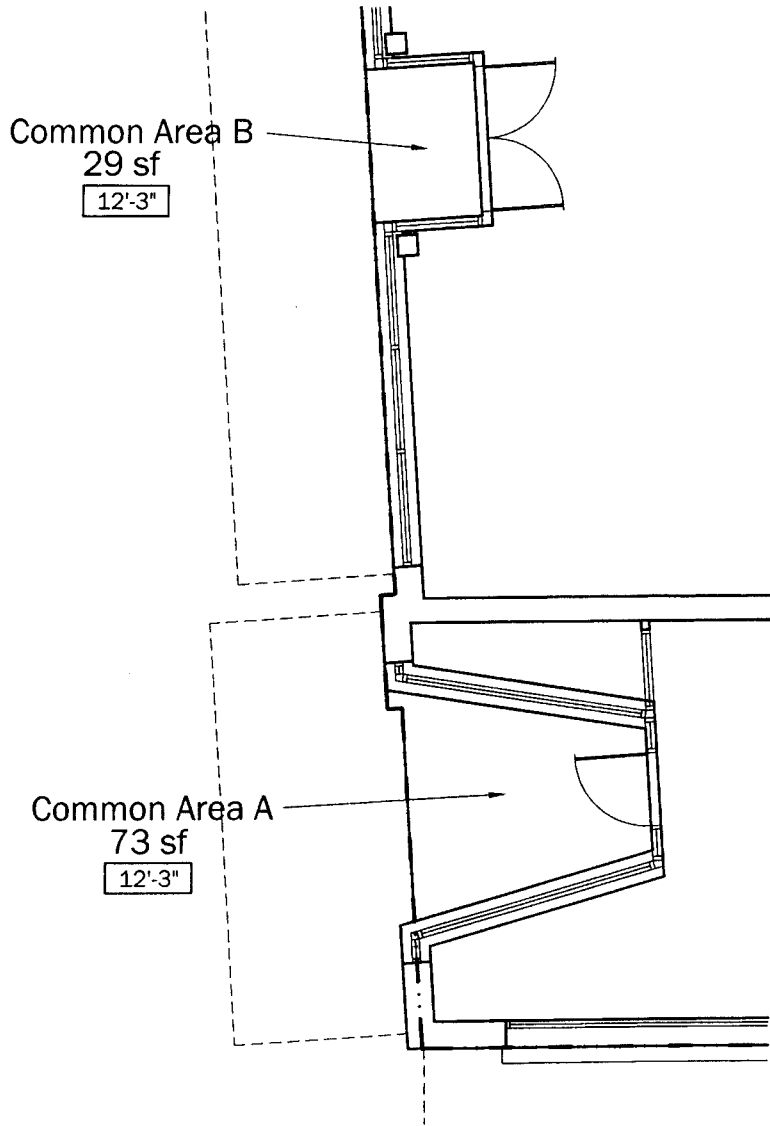
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



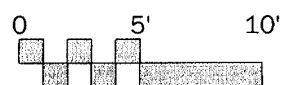
B-5
Floor Plan
Common Areas
A, B, P and Q

Project
Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner
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Fort Myers, Florida 33901

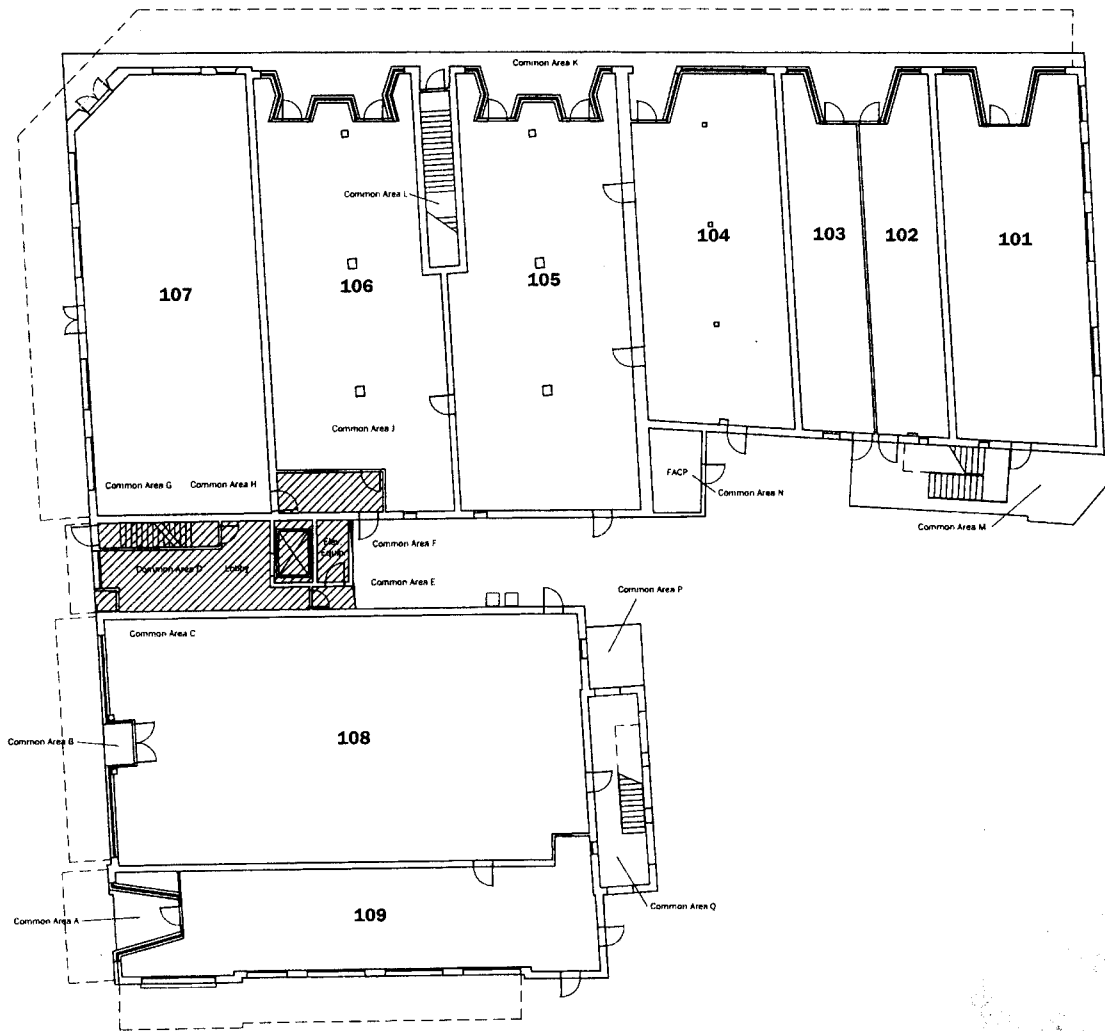
Prepared by
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1/8"=1'-0"



12-19-05

Ken O'Neil
1.9.06



Ken Oly
12-06

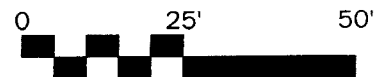
Project
Patio de Leon Condominiums
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Fort Myers, Florida 33901

Owner
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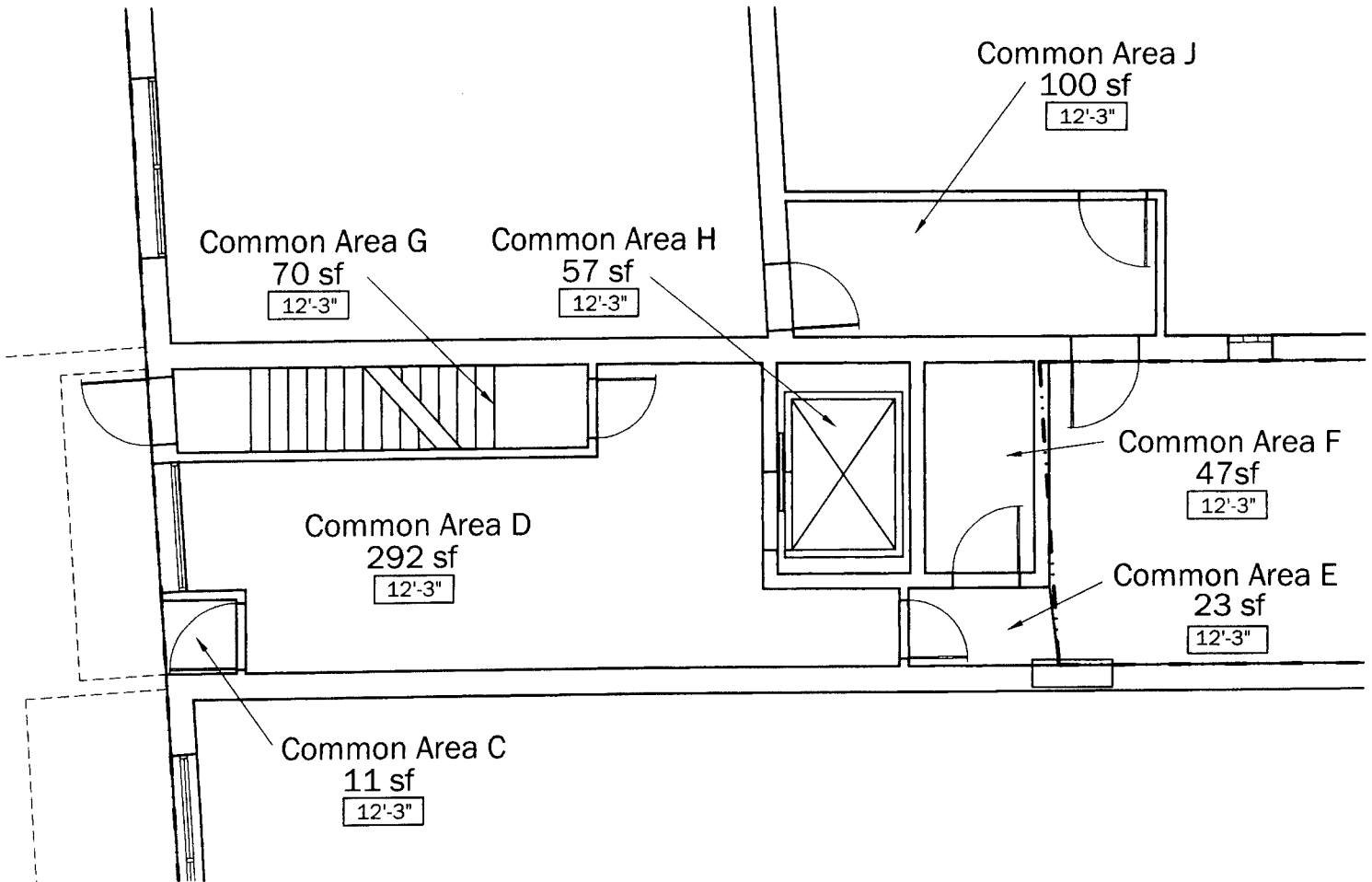
B-6
Location Plan
Common Areas
C through J

Prepared by
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



B-7
Floor Plan
 Common Areas
C through J

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

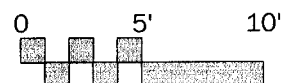
Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

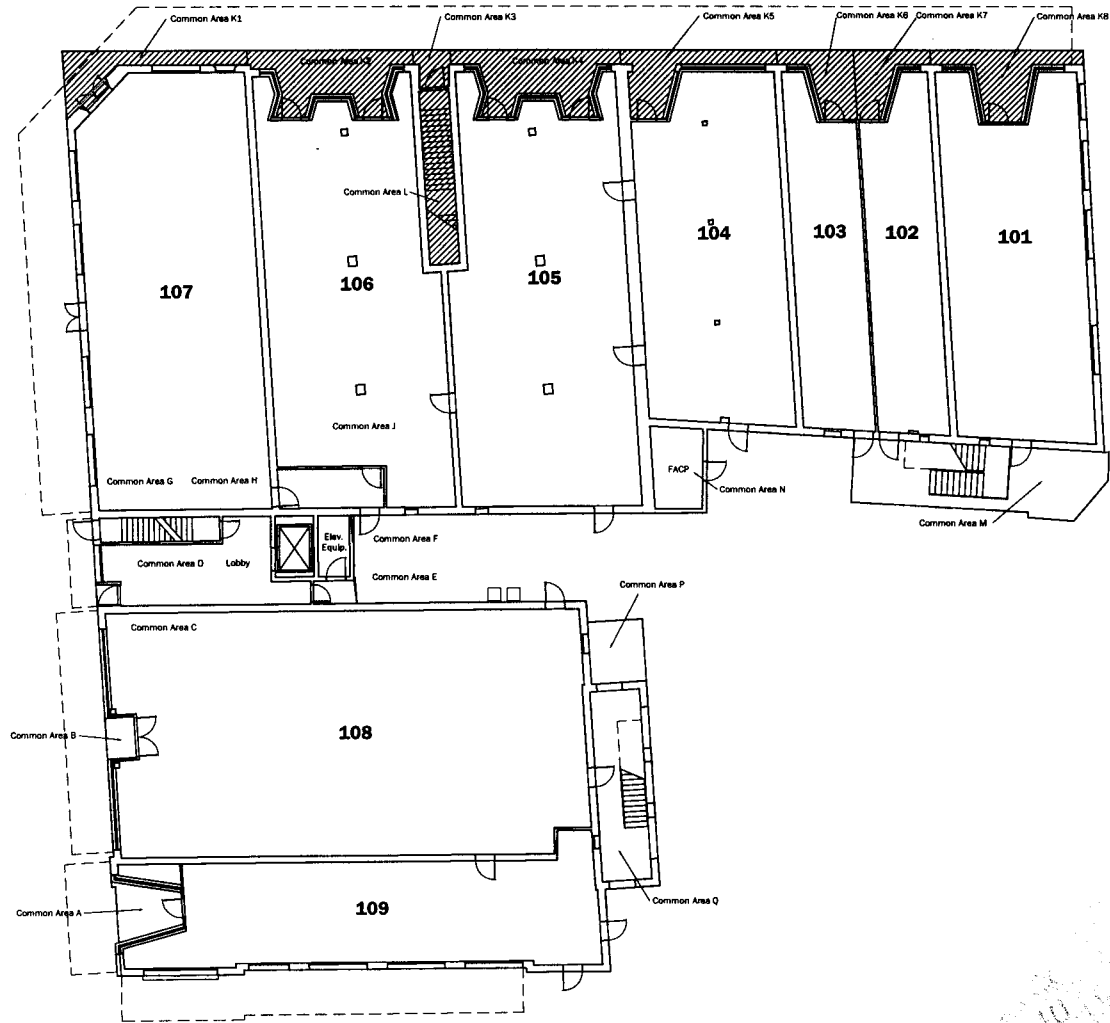
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1/8"=1'-0"



Handwritten signature: Penault
 1-9-06

12-19-05



Handwritten signature and date:
 [Signature]
 7/9/02

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

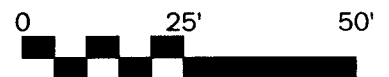
B-8

Location Plan

Common Areas

K1 through K8 and L

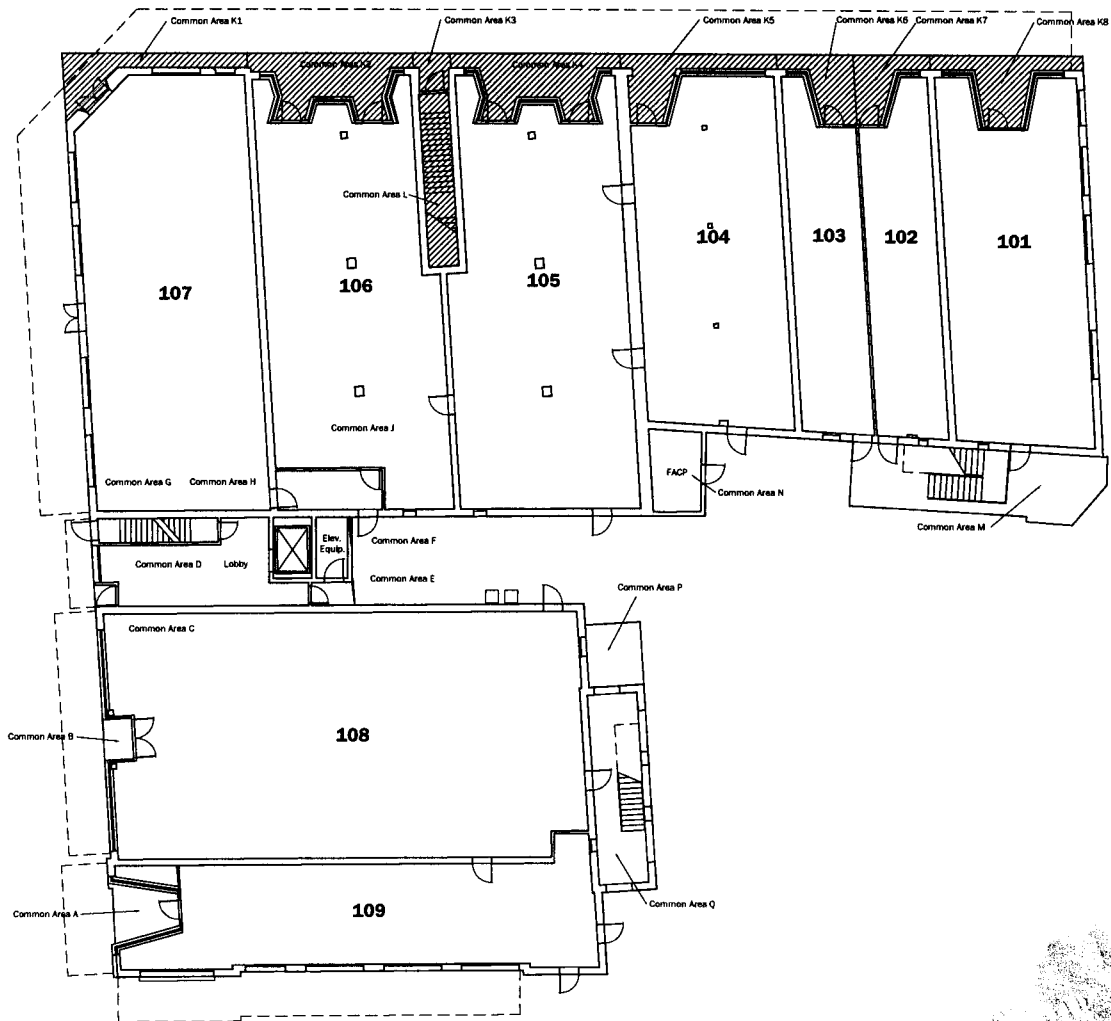
Scale: 1" = 30'



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6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

12-19-05



Handwritten signature and date:
 Henry
 8/9/06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

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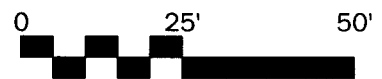
B-9

Location Plan

Common Areas

K1 through K8 and L

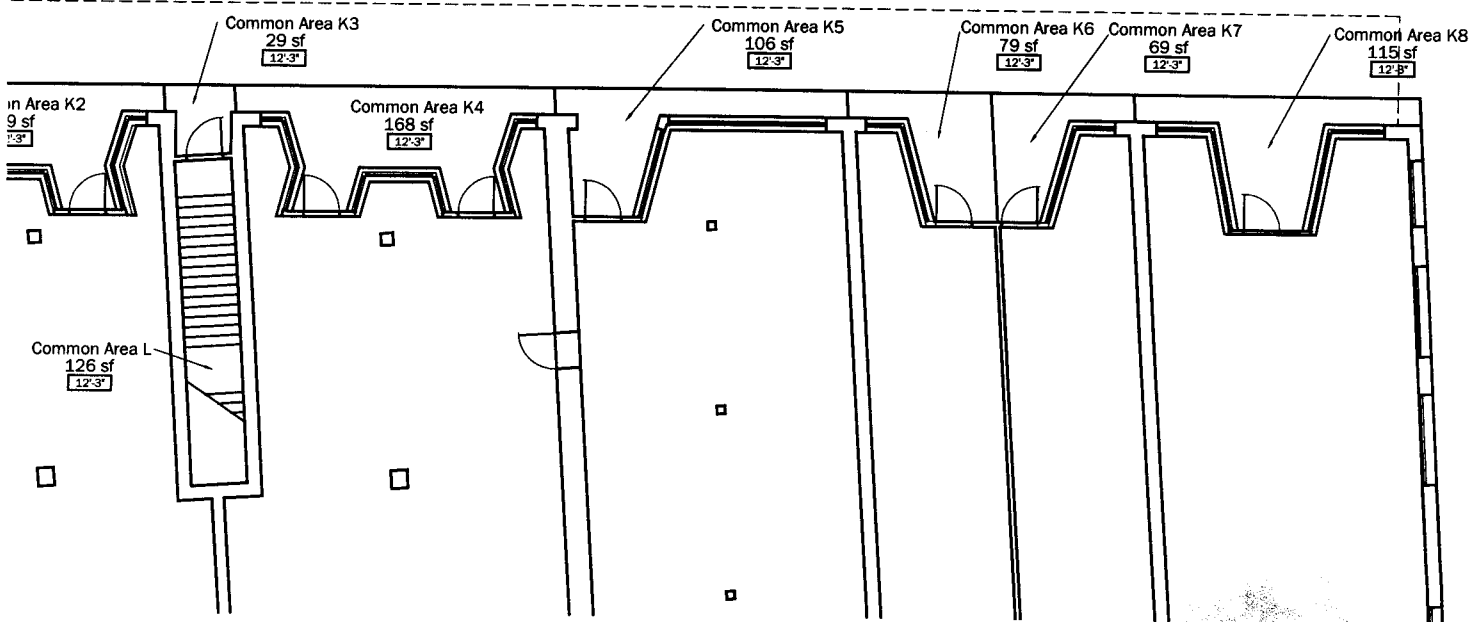
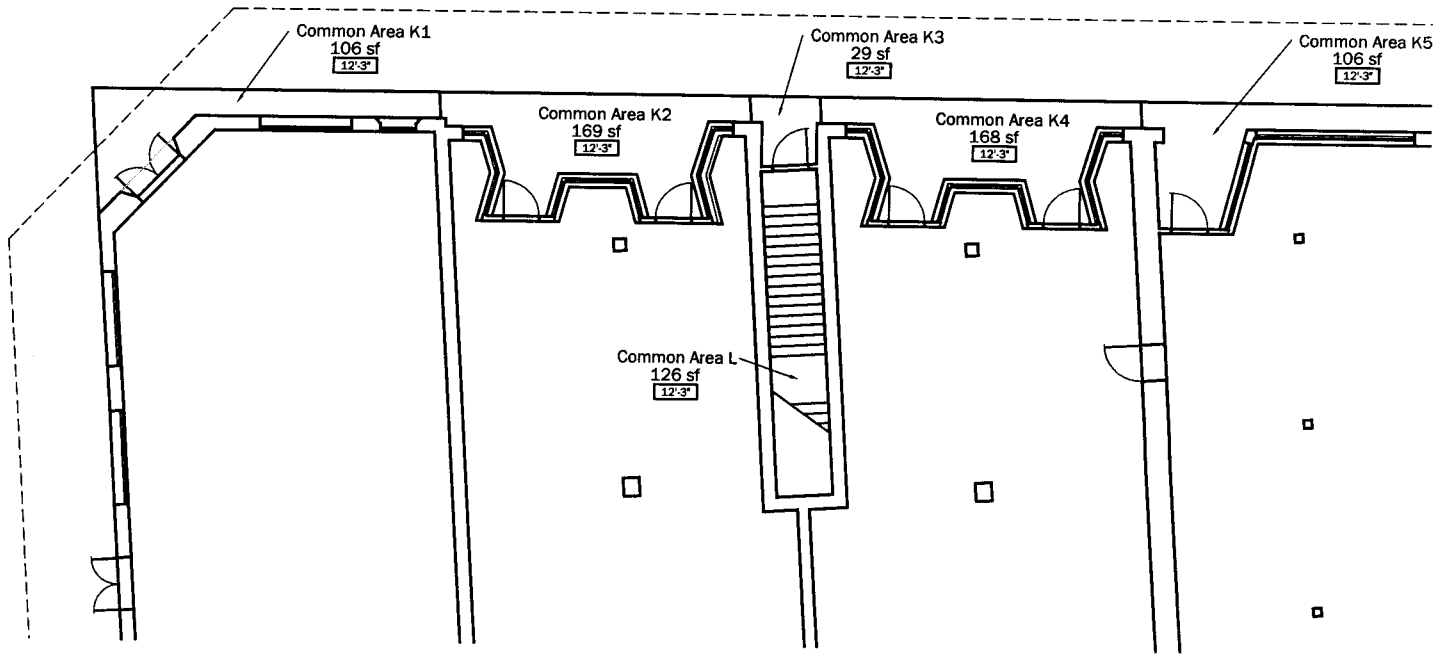
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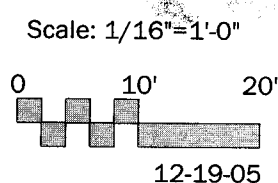
B-10
Floor Plan
 Common Areas
K1 through K8 and L

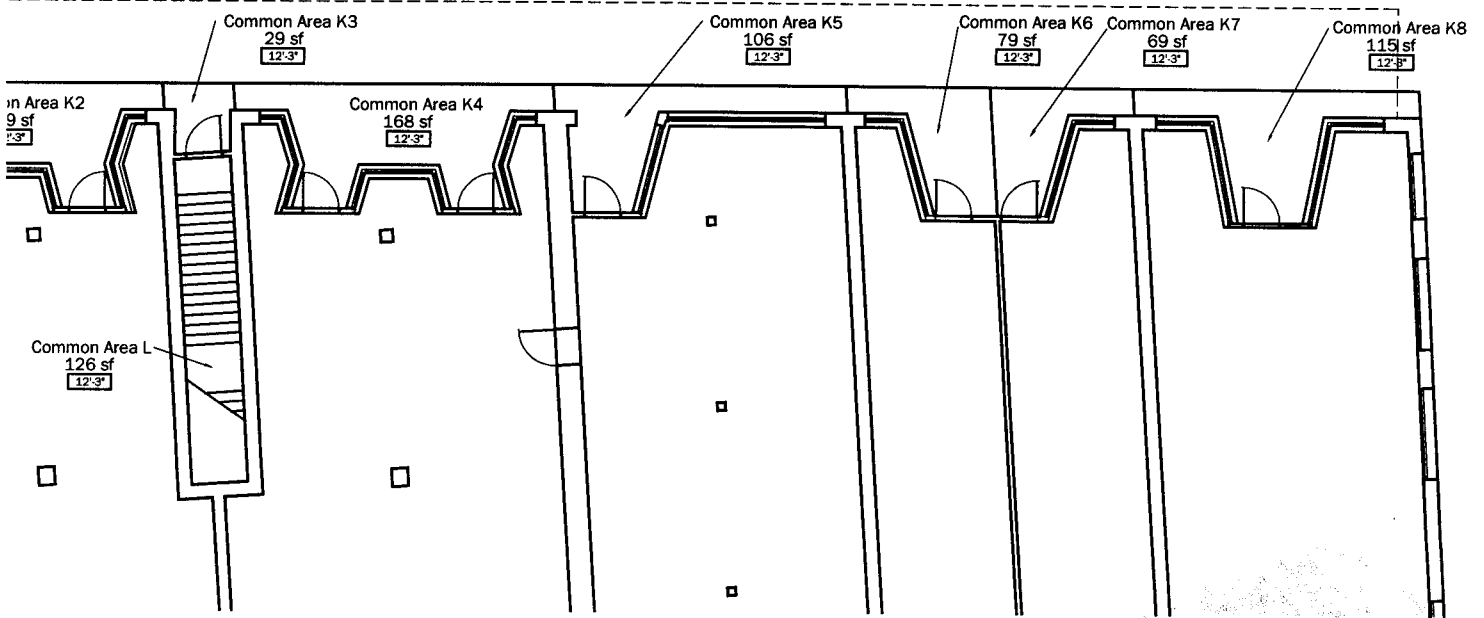
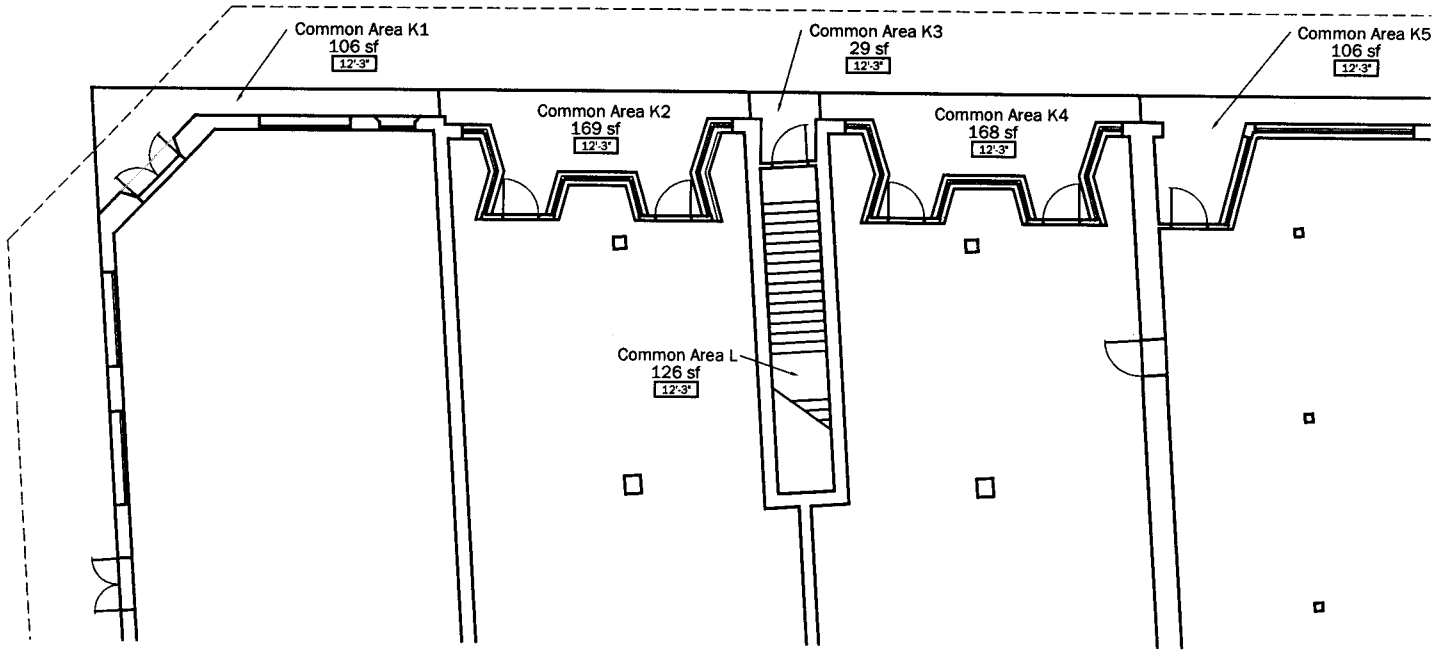
Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

Owner
 John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

Prepared by
 Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Handwritten signature and date: XEN OWEN 12/19/05





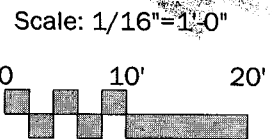
B-11
Floor Plan
 Common Areas
K1 through K8 and L

Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

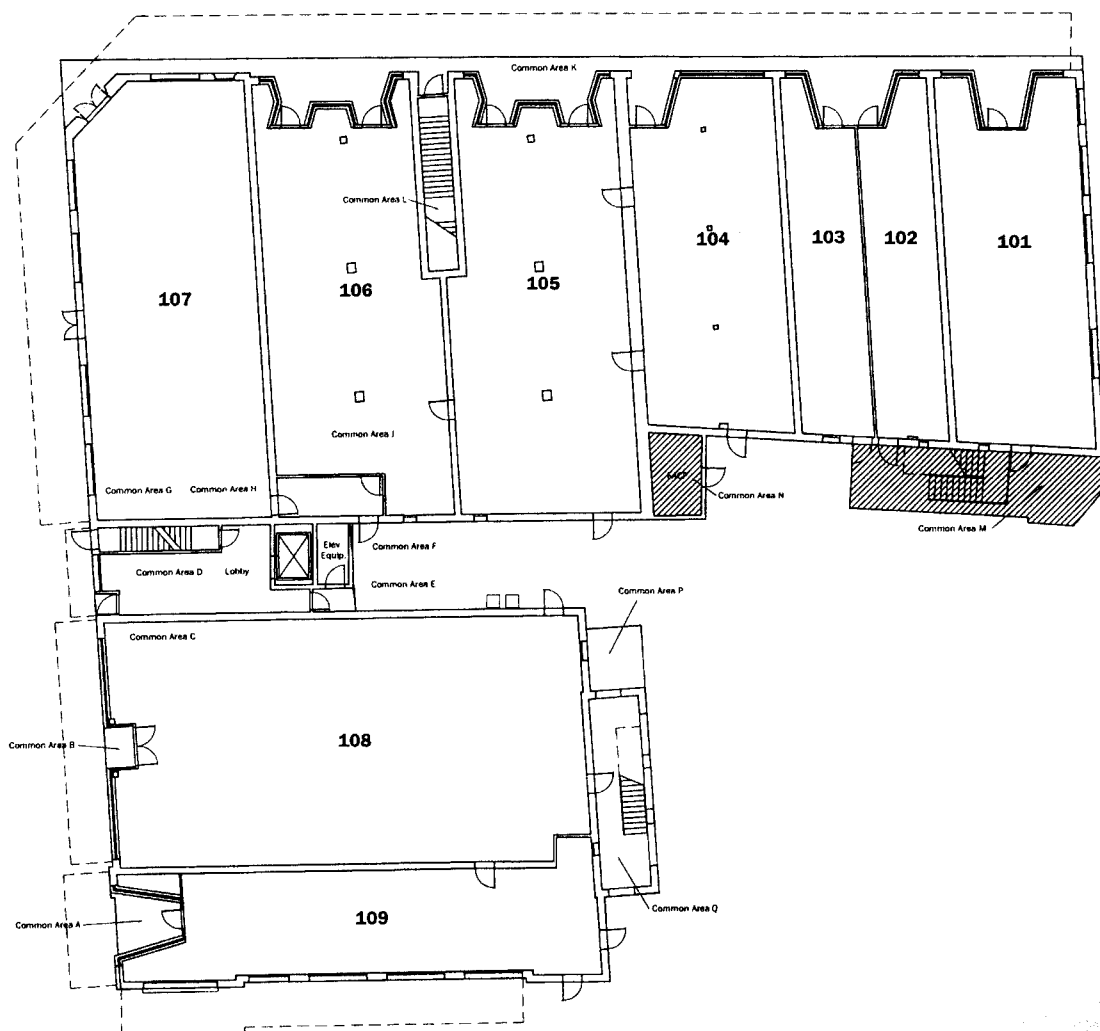
Owner
 John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

Prepared by
 Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Handwritten signature and date:
 Ken O'Neil
 12/19/05



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-12
Location Plan
Common Areas
M and N

Prepared by

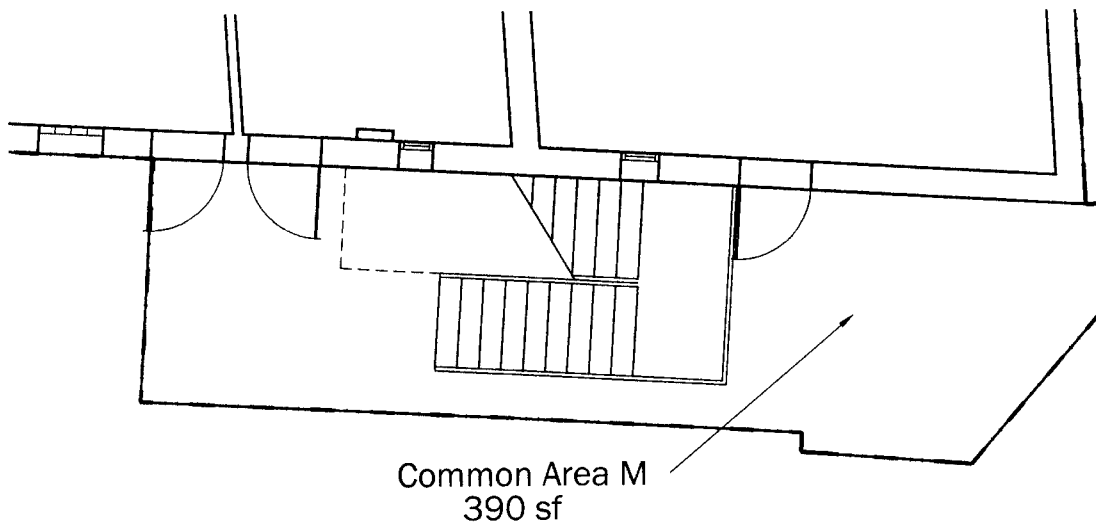
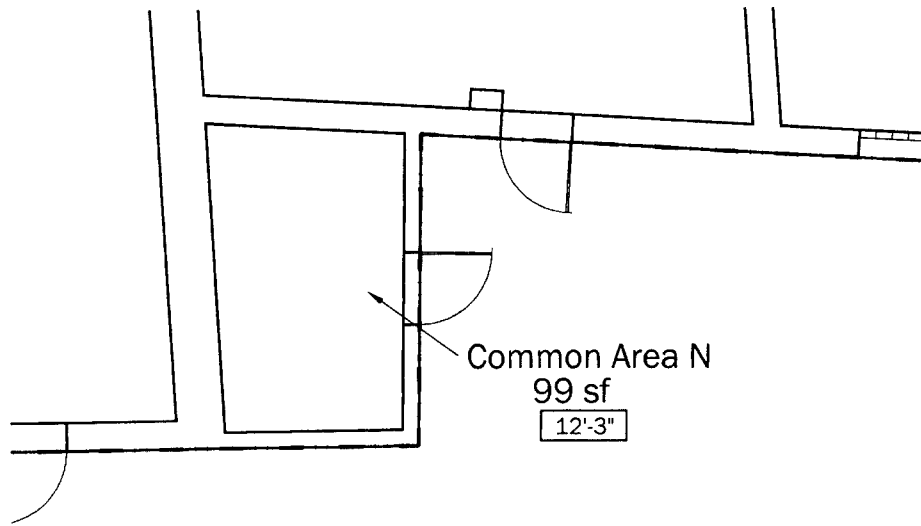
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Ken Ault
1-9-06

Scale: 1" = 30'



12-19-05



B-13
Floor Plan
Common Areas
M and N

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

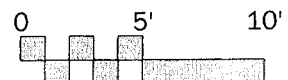
Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

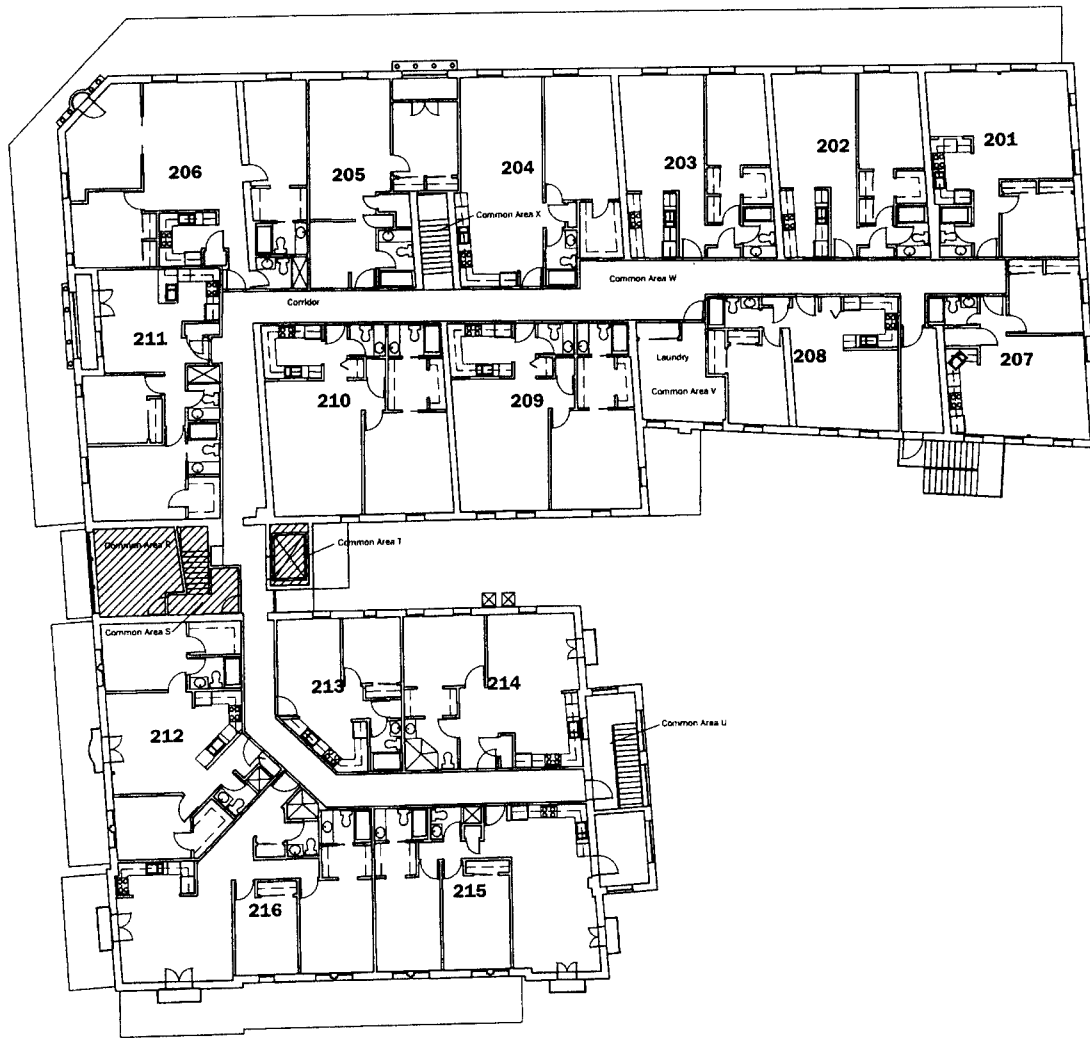
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Handwritten signature and date: Ken Culp 1-9-06



12-19-05



Ken Ouy
1-9-05

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-14
Location Plan
Common Areas
R, S and T

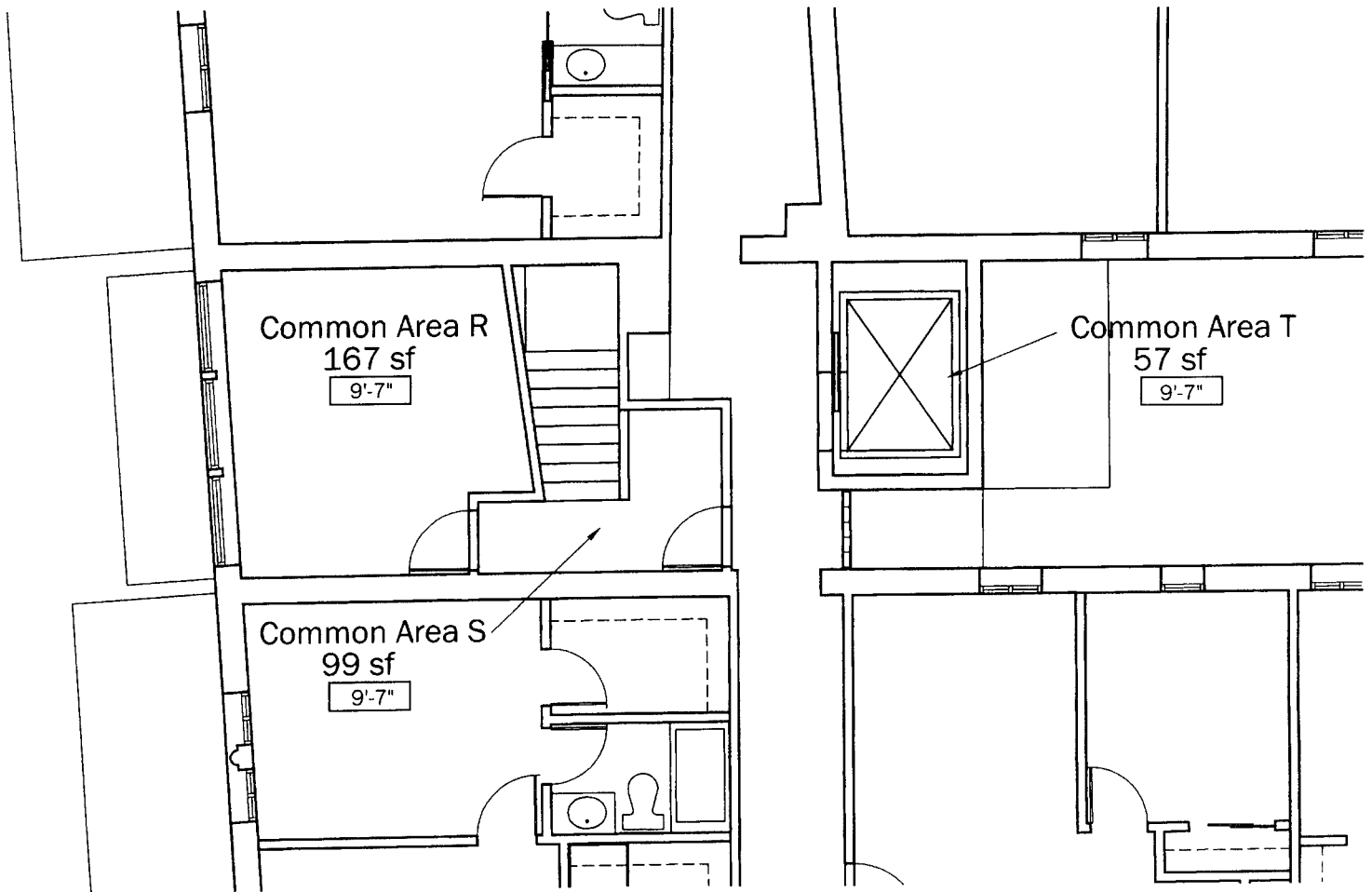
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



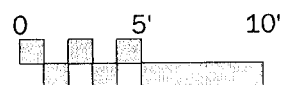
B-15
Floor Plan
 Common Areas
R, S and T

Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

Owner
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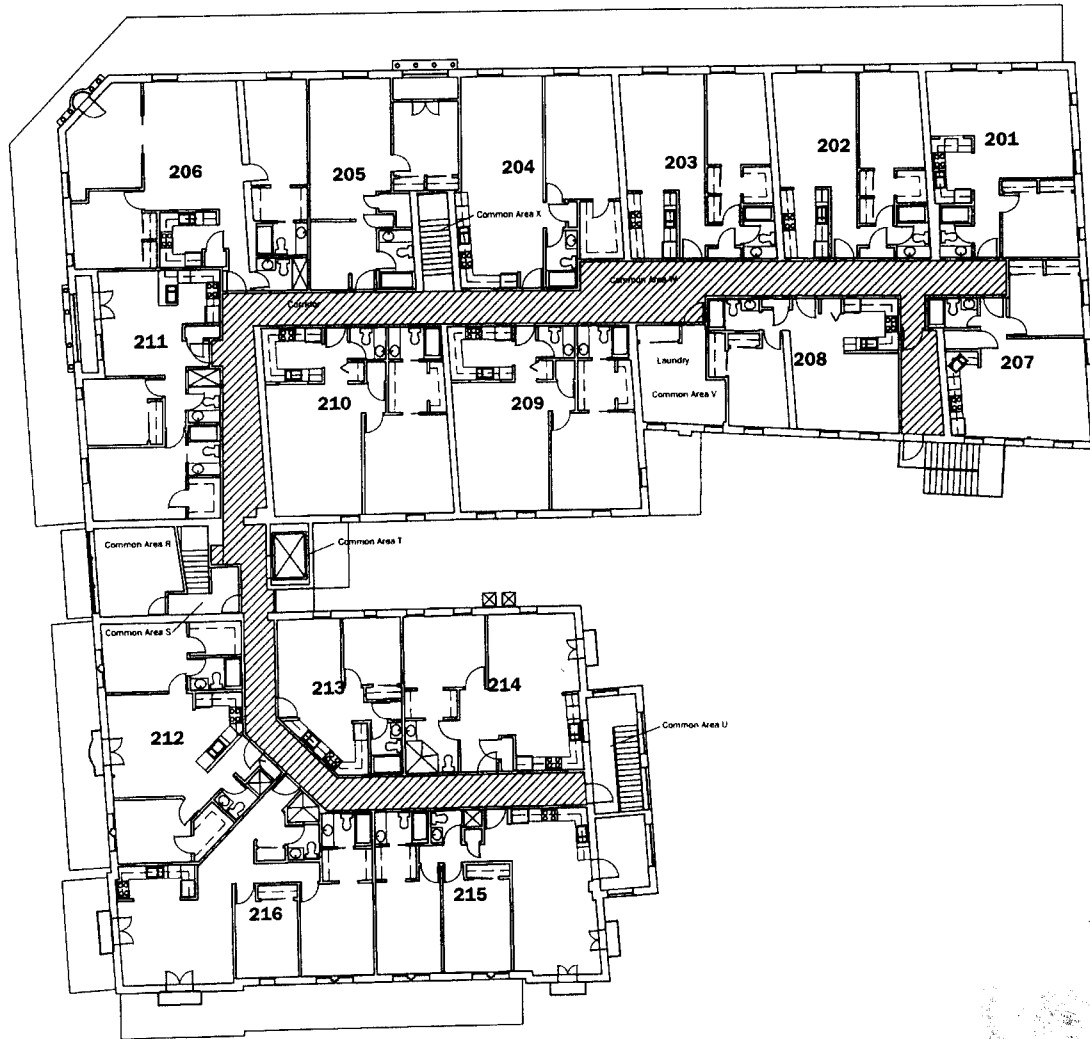
Prepared by
 Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Scale: 1/8"=1'-0"



12-19-05

Ken Cook
 1-9-06



Handwritten signature and date:
 Hendry
 1.9.06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

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Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

**B-16
Location Plan**

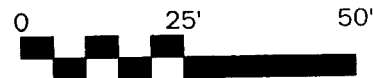
Common Area

W

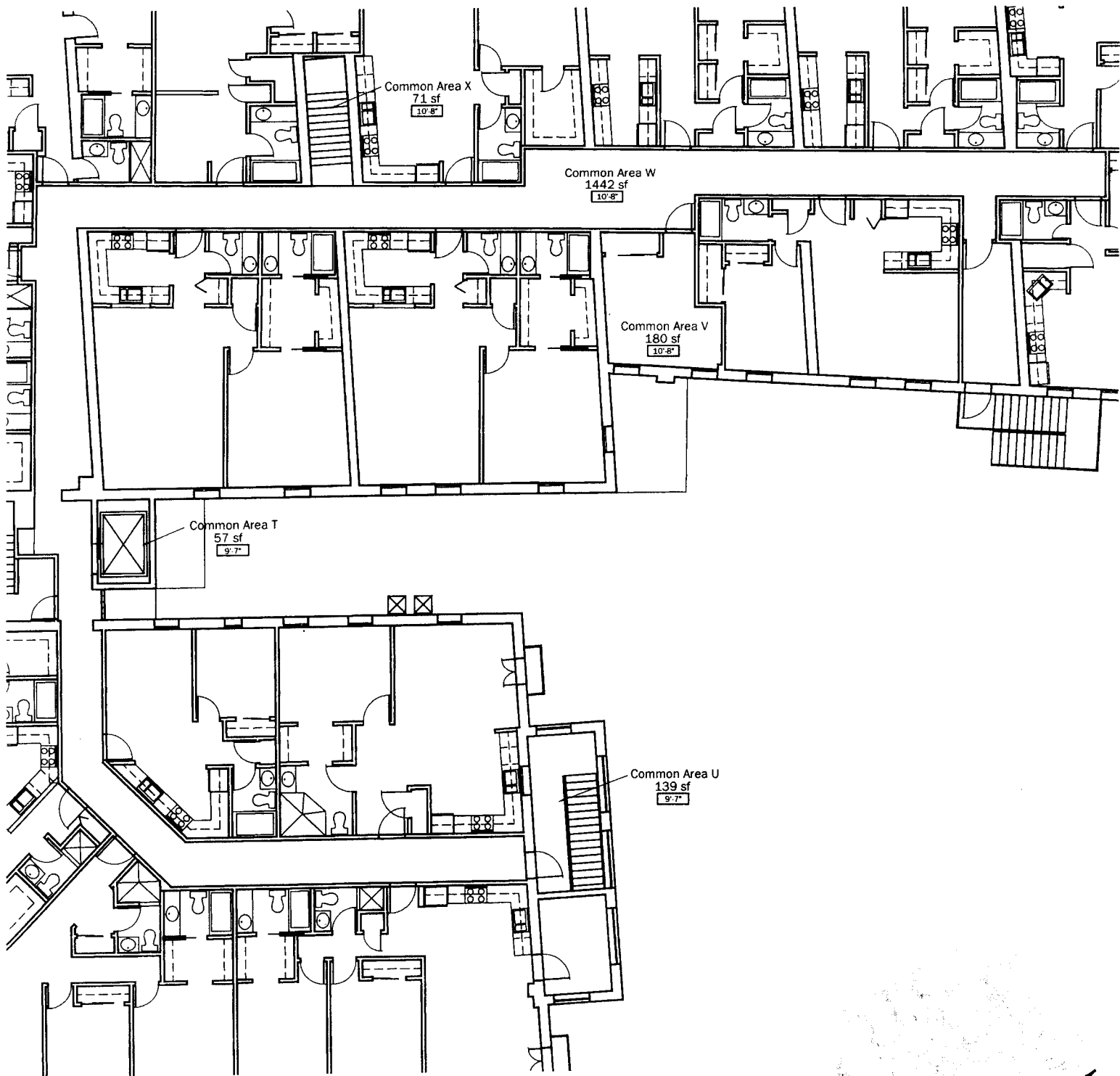
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Floor Plan B-17

Common Area

W

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

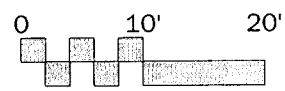
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

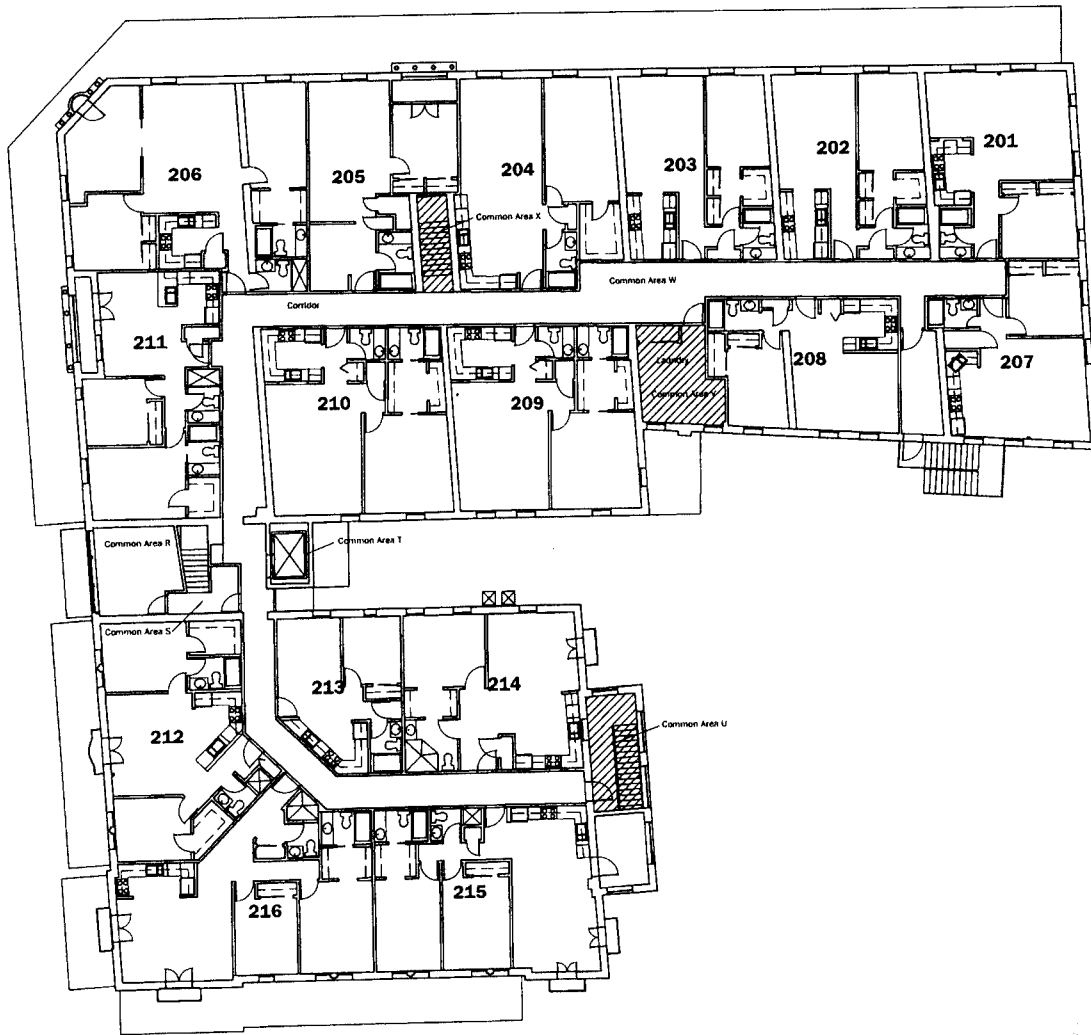
Ken Clay
1-9-06



Scale: 1/16"=1'-0"



12-19-05



Ken Cuff
19.06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-18
Location Plan
Common Areas
U, V and X

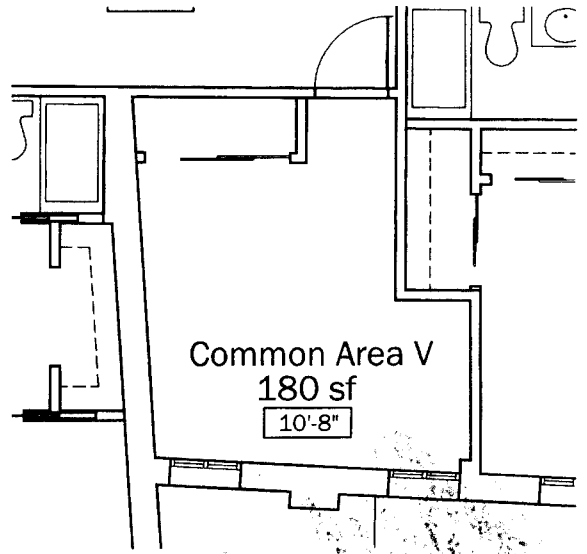
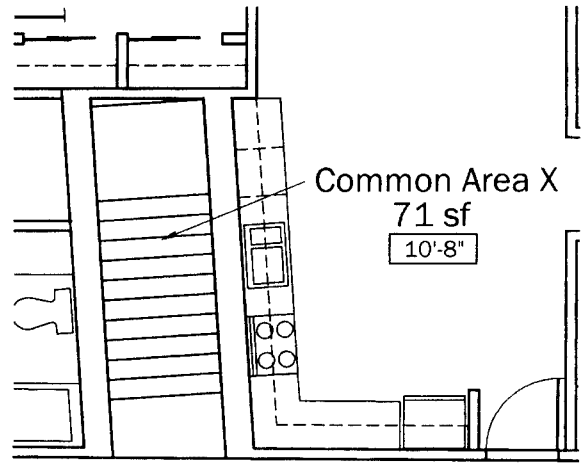
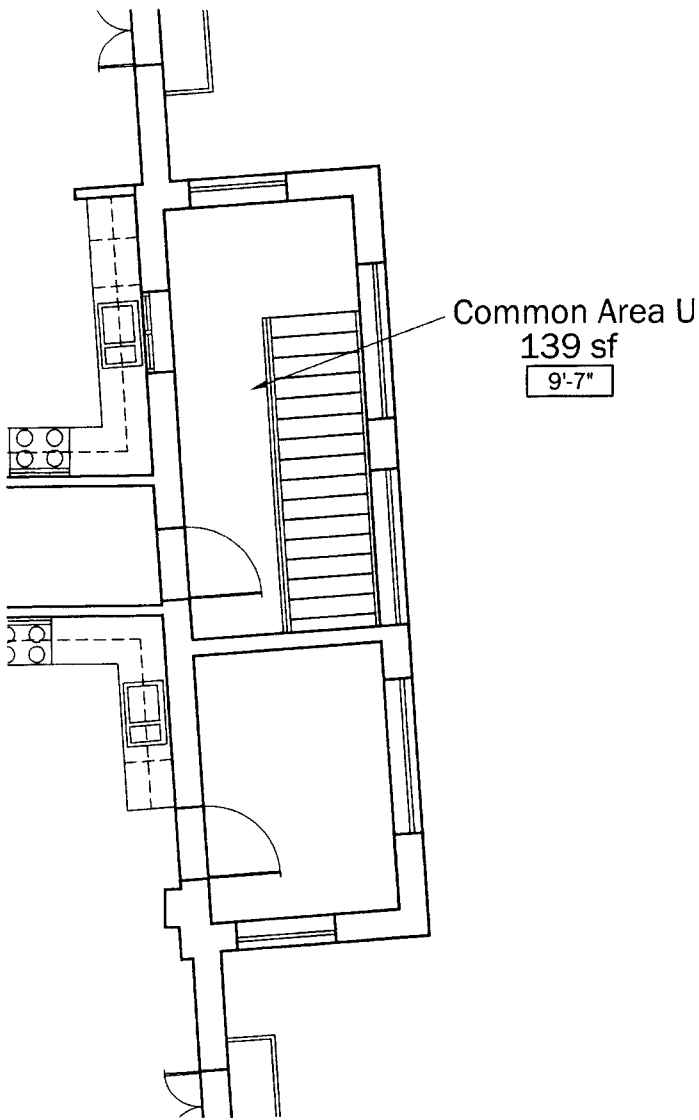
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Floor Plan B-19

Common Areas

U, V and X

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

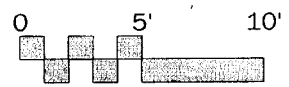
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

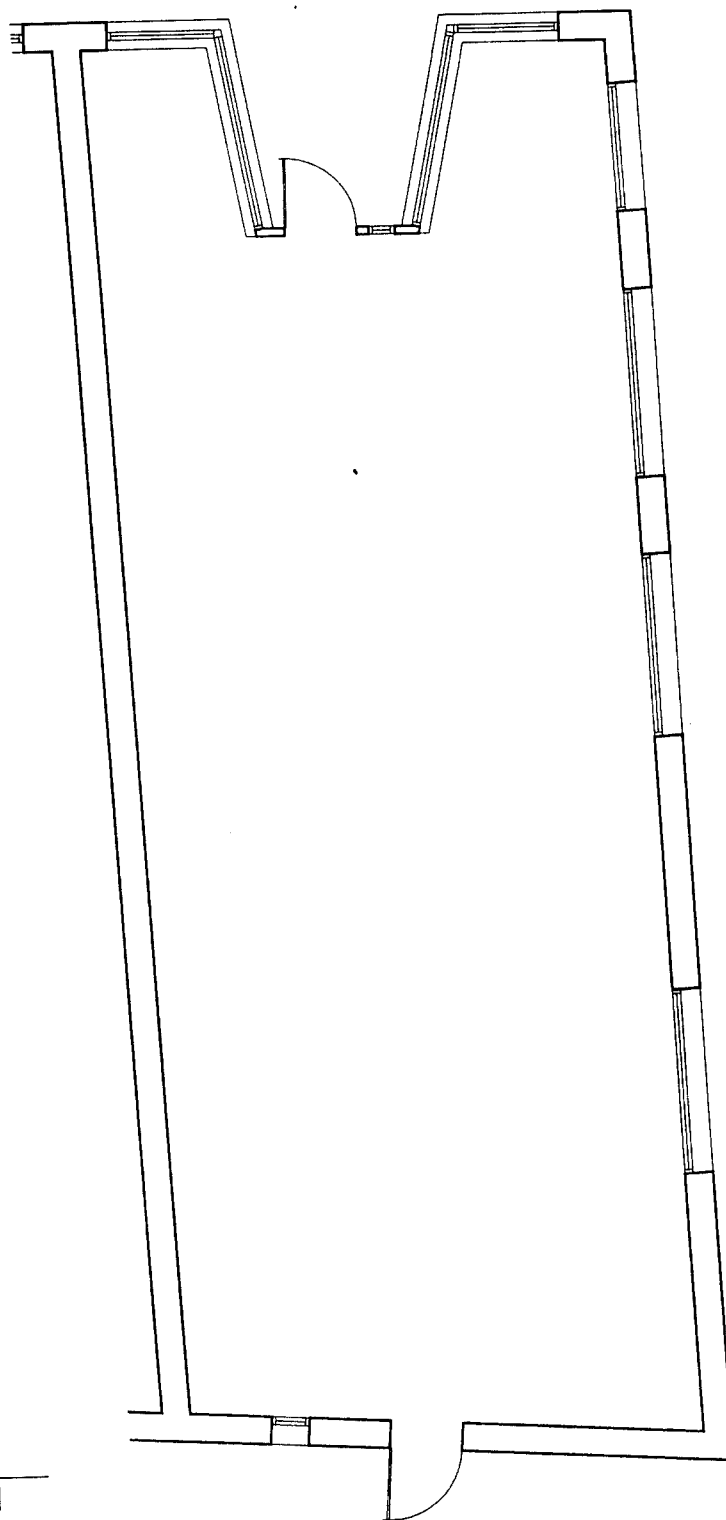
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Handwritten signature and date:
HENRY
12-02

Scale: 1/8"=1'-0"



12-19-05



B-20
Floor Plan
Existing Commercial
Unit 101

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

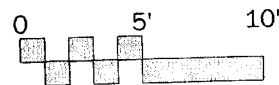
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

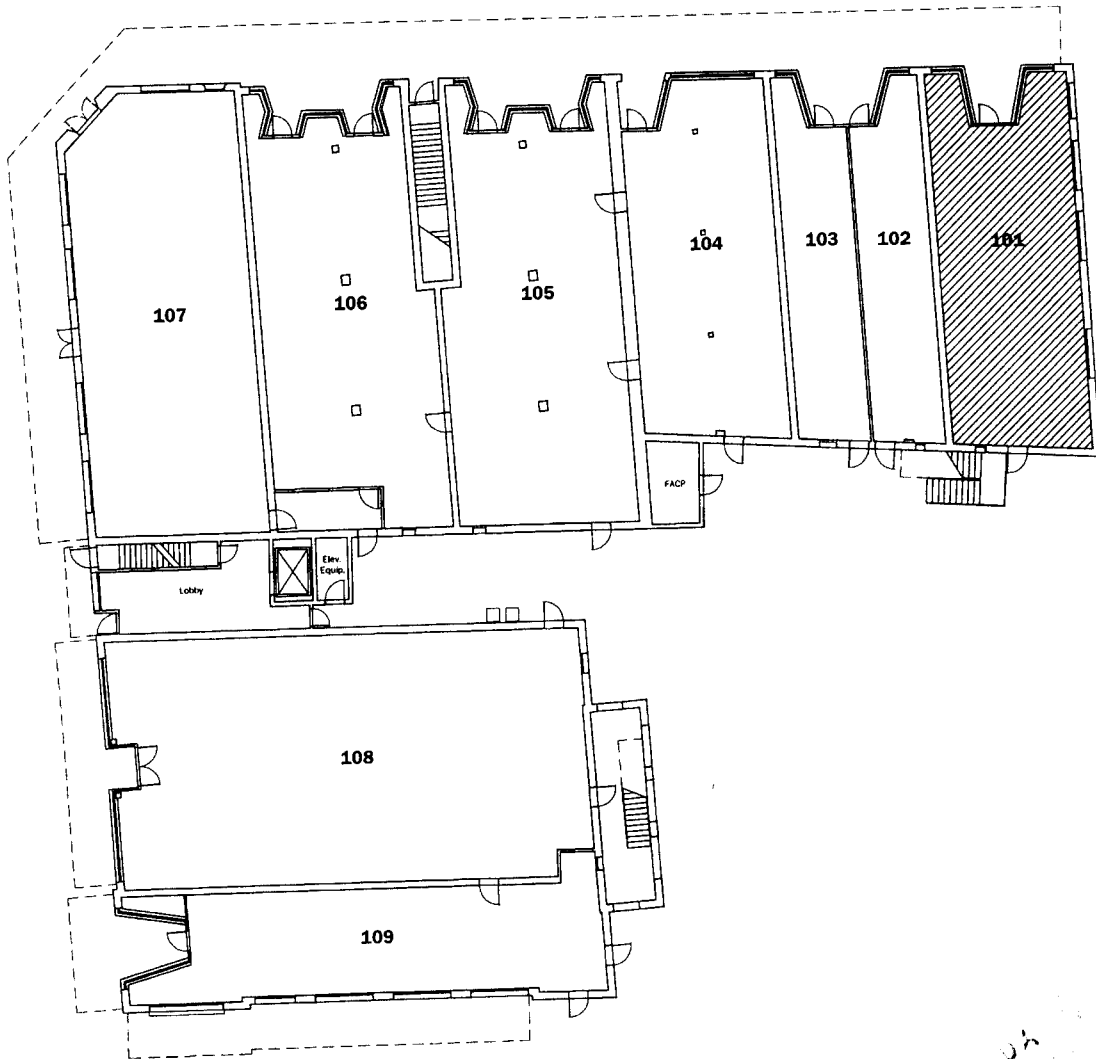
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912



Unit height: 12'-3"
Unit Area: 1160 sf
Scale: 1/8"=1'-0"



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

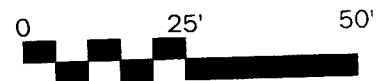
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

**B-21
Location Plan
Existing Commercial
Unit 101**

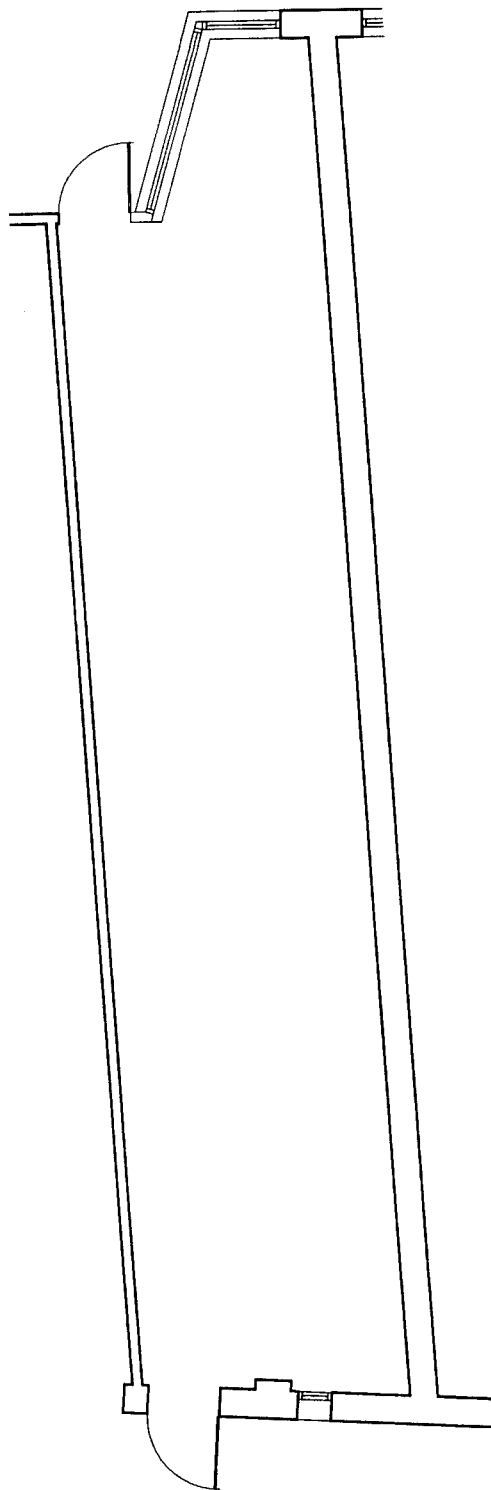
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



B-22
Floor Plan
Existing Commercial
Unit 102

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

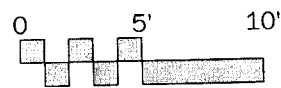
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

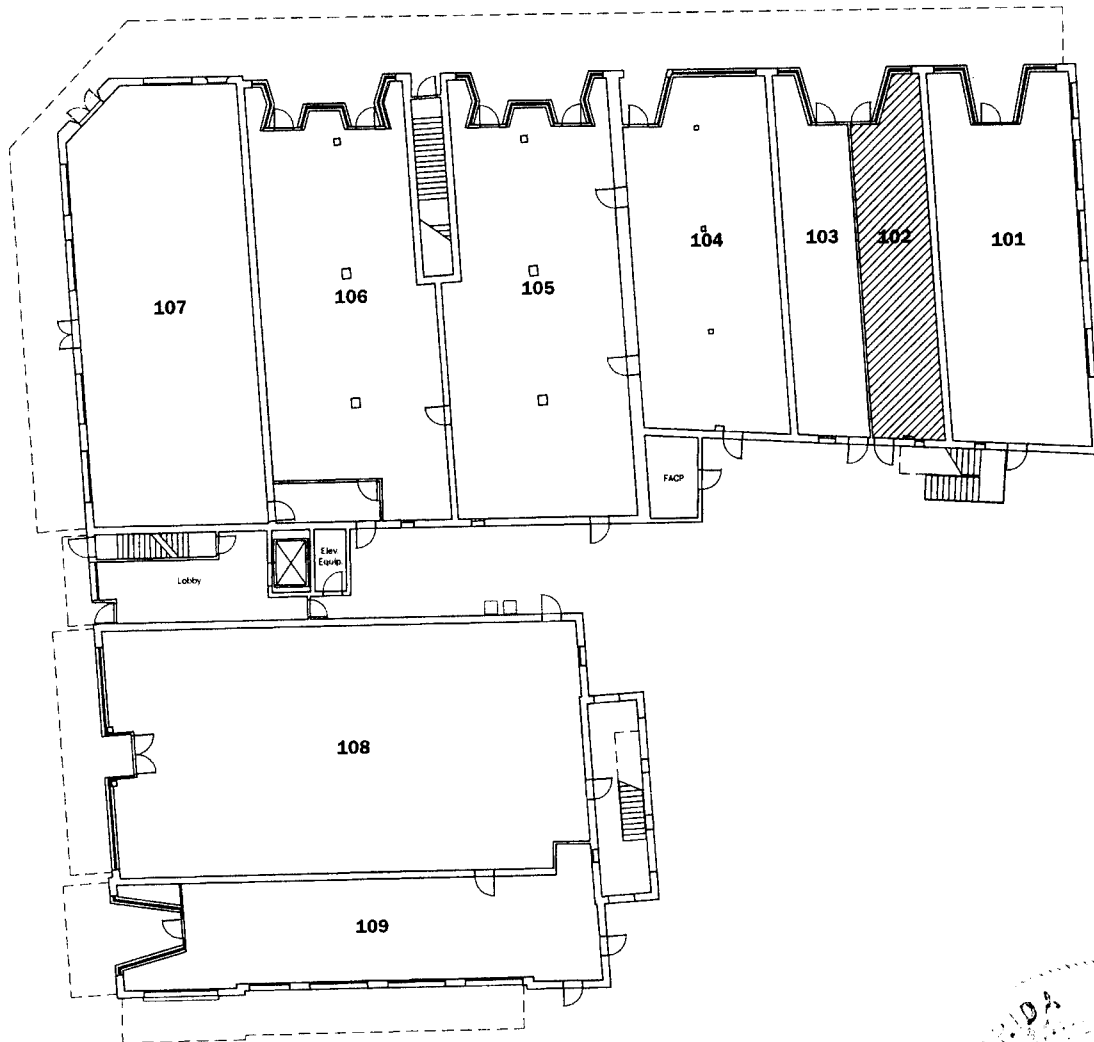
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912



Unit height: 12'-3"
Unit Area: 580 sf
Scale: 1/8"=1'-0"



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

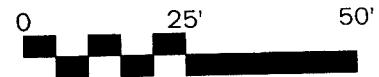
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B - 2 3
Location Plan
Existing Commercial
Unit 102

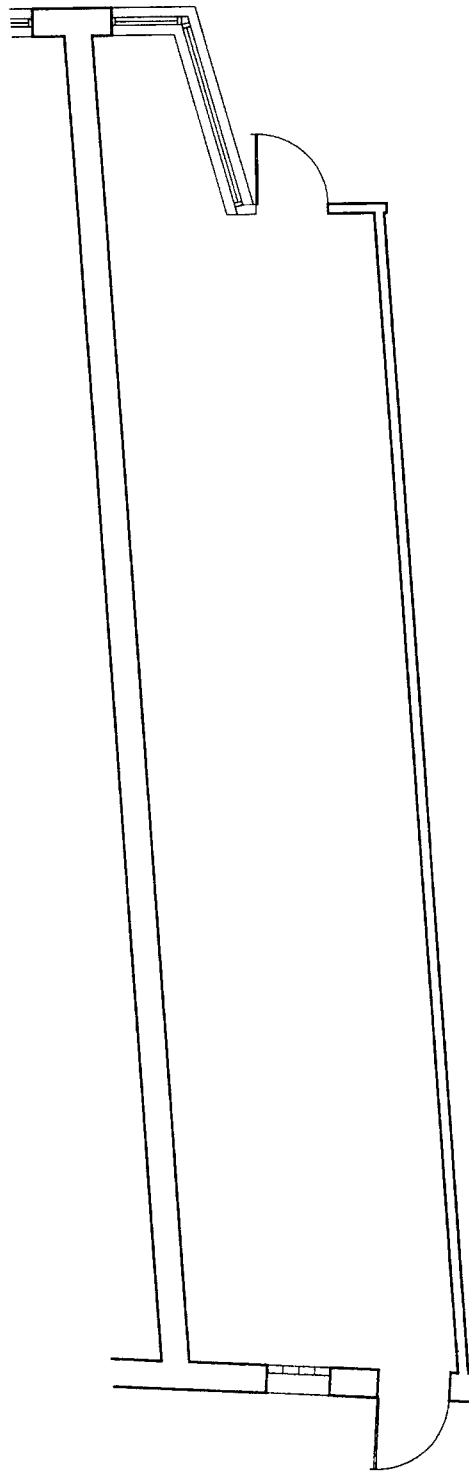
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



B-24
Floor Plan

Existing Commercial

Unit 103

Project

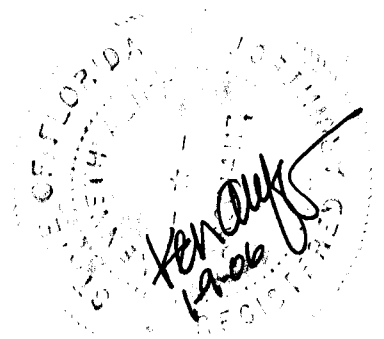
Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

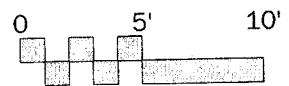
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

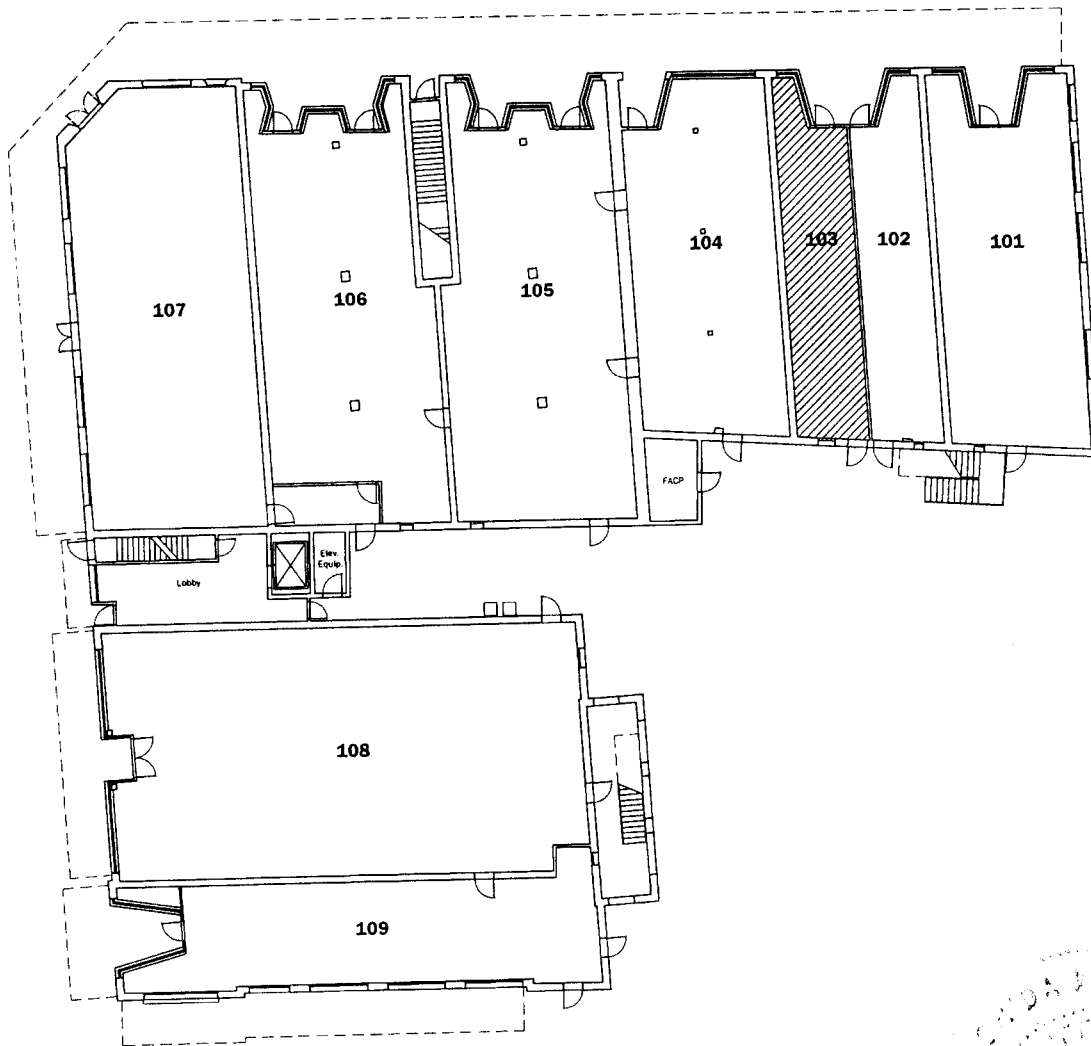
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912



Unit height: 12'-3"
Unit Area: 567 sf
Scale: 1/8"=1'-0"



12-19-05



Handwritten signature: Henry
1-9-06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-25
Location Plan
Existing Commercial
Unit 103

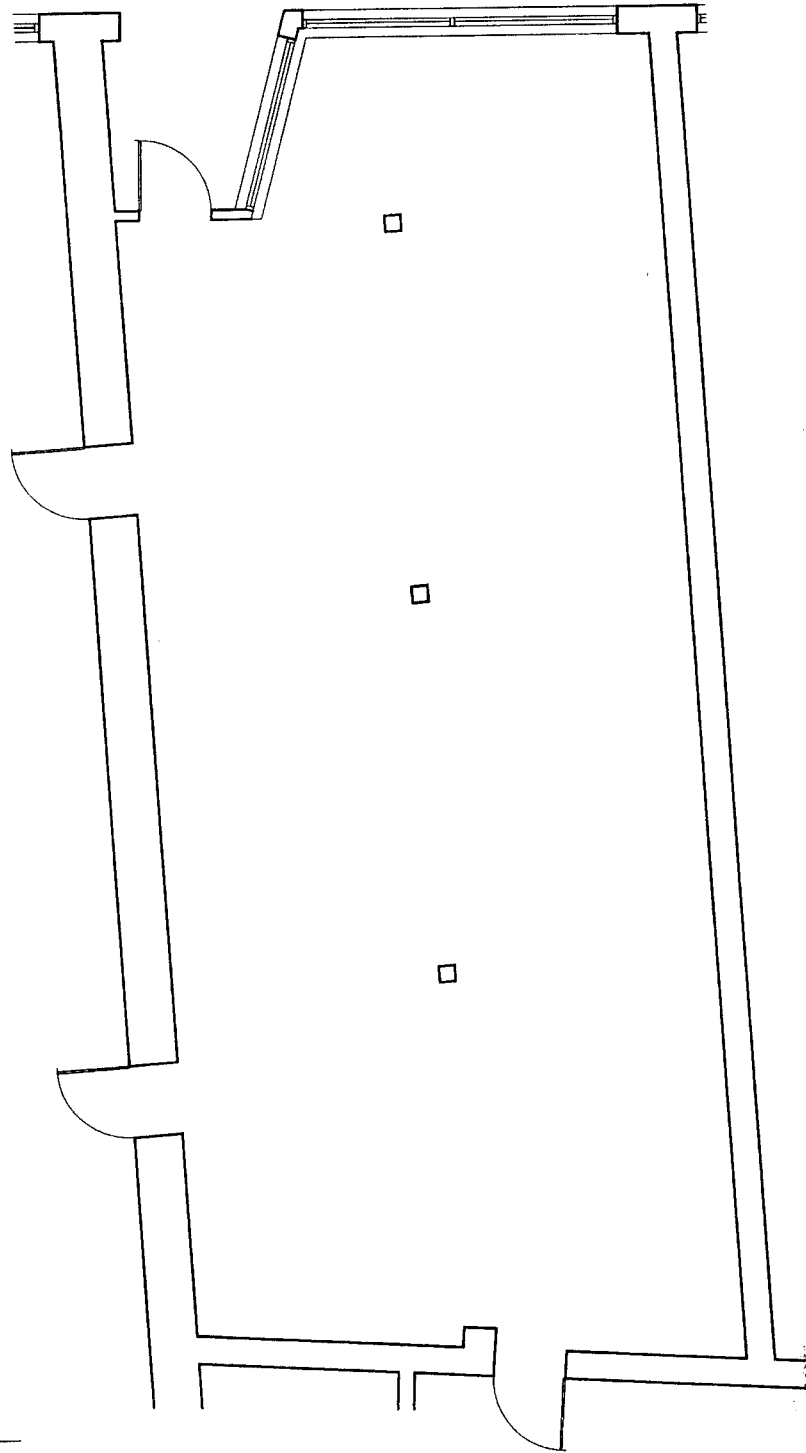
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



**B-26
Floor Plan**

Existing Commercial
Unit 104

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

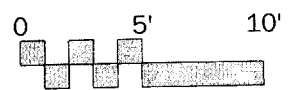
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

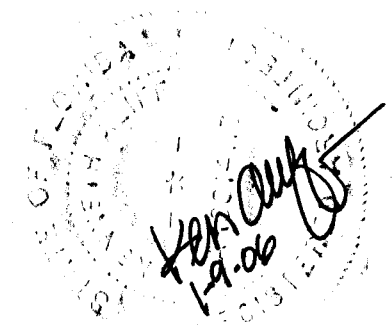
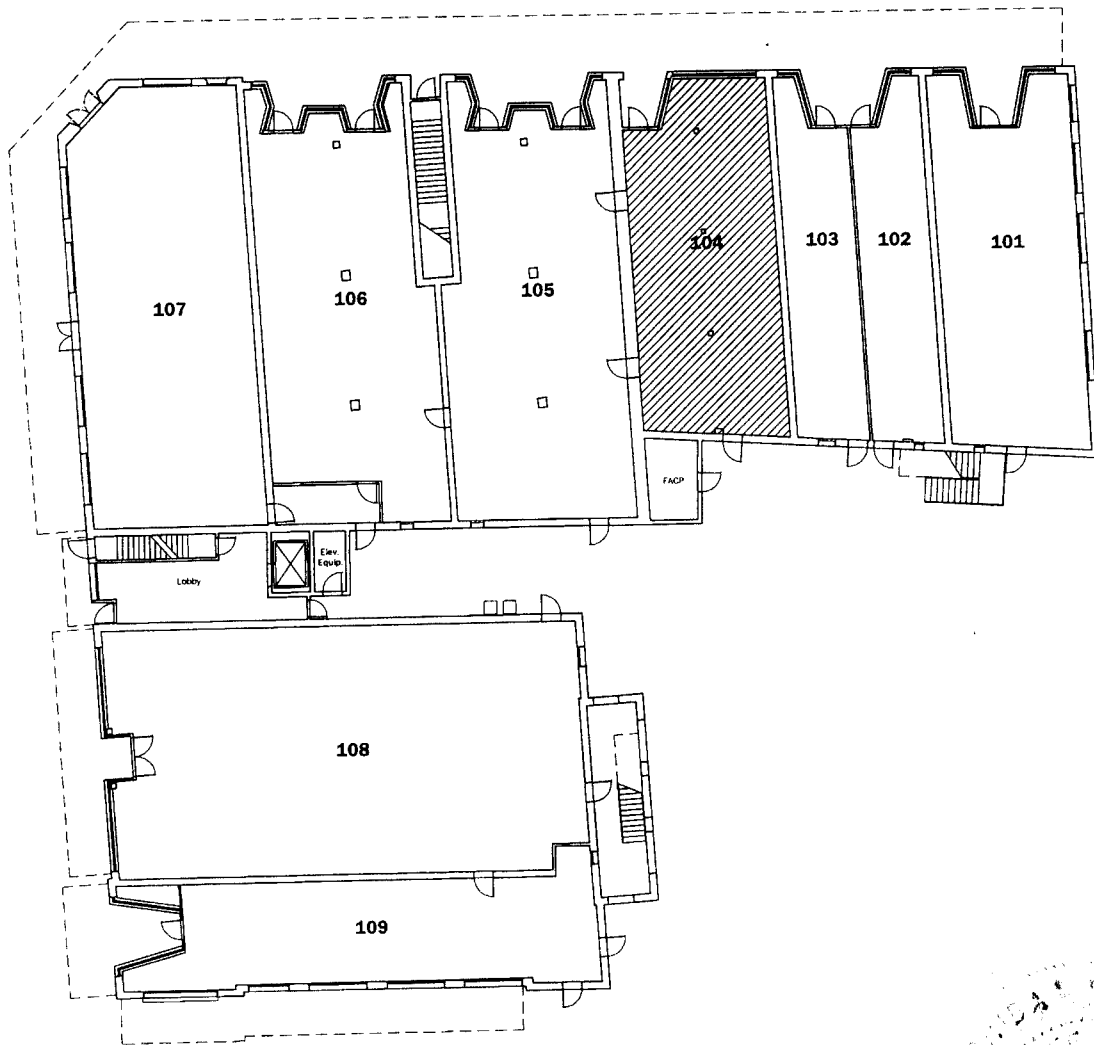
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912



Unit height: 12'-3"
Unit Area: 1186 sf
Scale: 1/8"=1'-0"



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

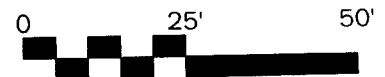
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-27
Location Plan
Existing Commercial
Unit 104

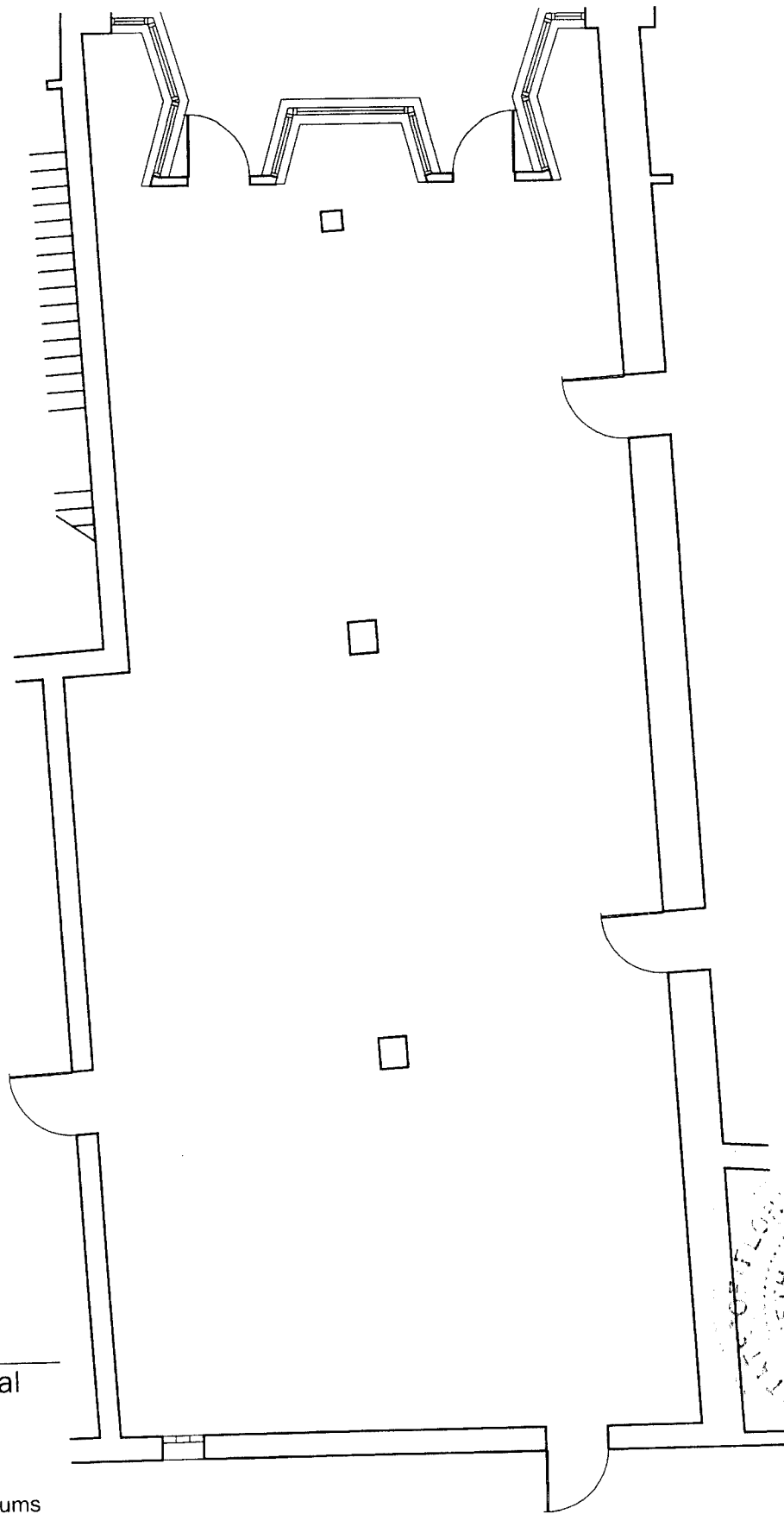
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



B-28
Floor Plan
 Existing Commercial
Unit 105

Project

Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

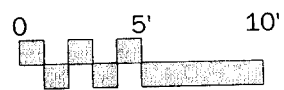
Owner

John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

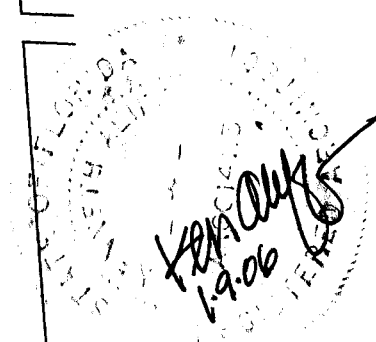
Prepared by

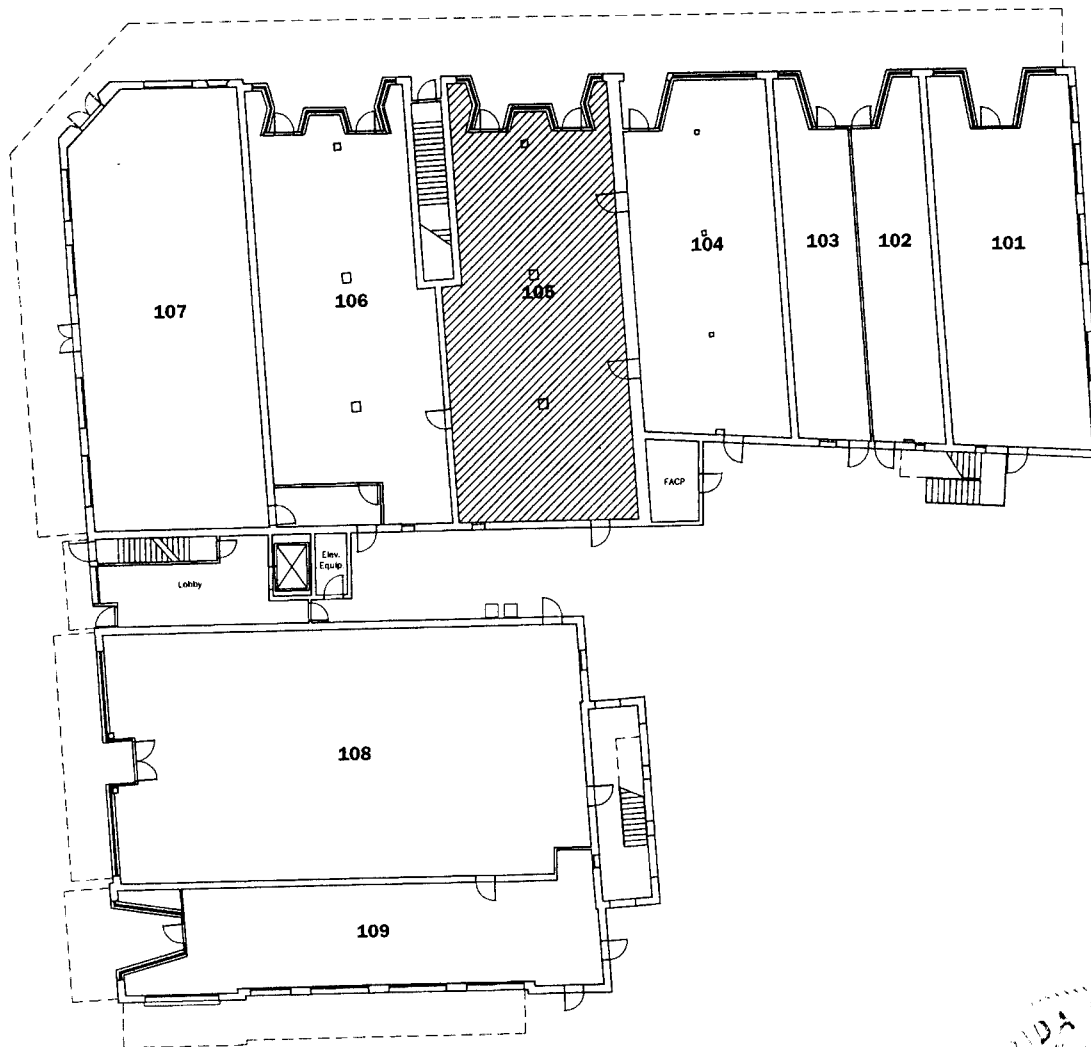
Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Unit height: 12'-3"
 Unit Area: 1671 sf
 Scale: 1/8"=1'-0"



12-19-05





Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-29
Location Plan
Existing Commercial
Unit 105

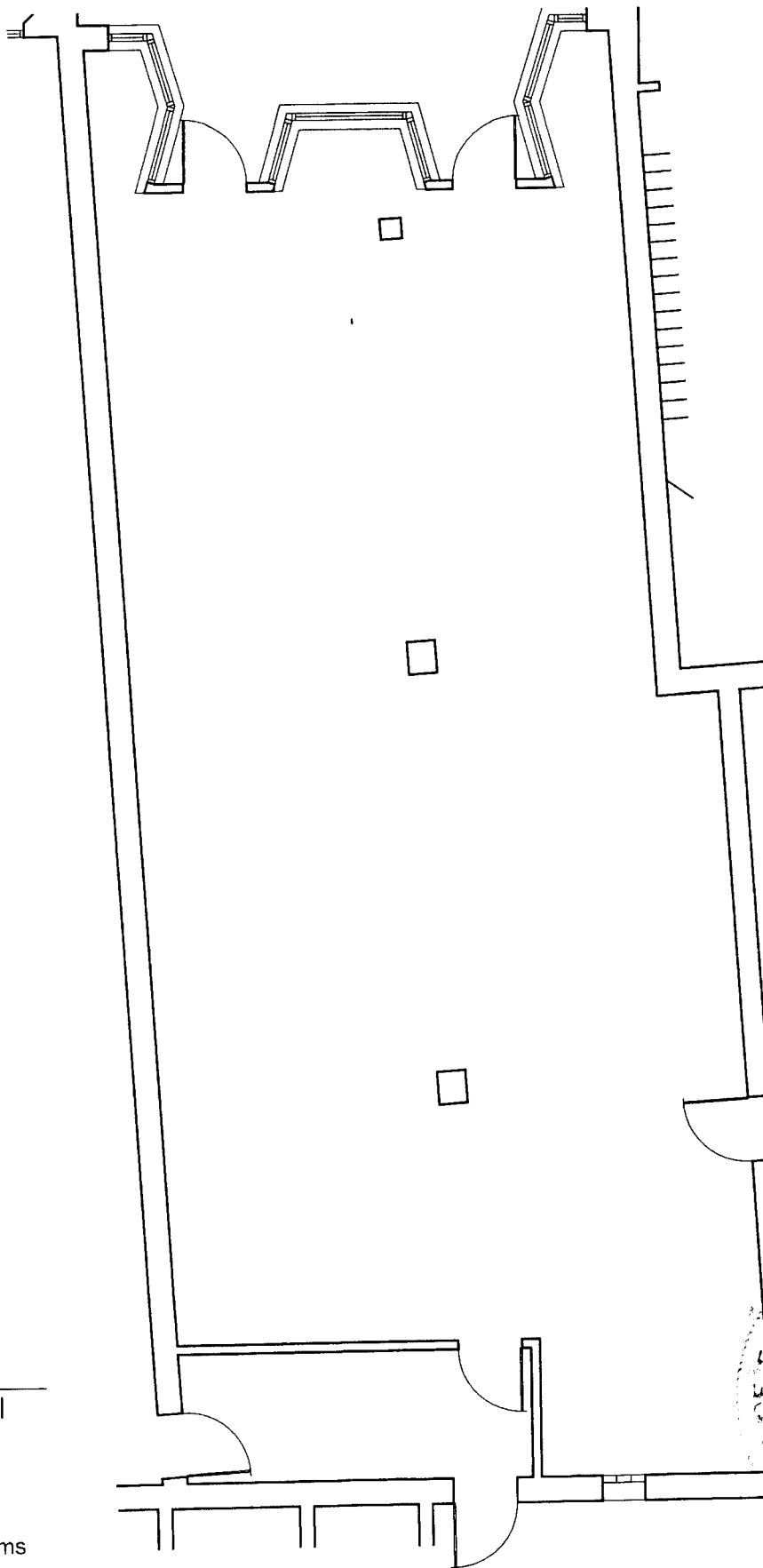
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



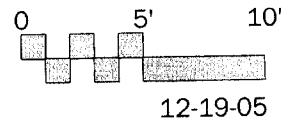
B-30
Floor Plan
Existing Commercial
Unit 106

Project
Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

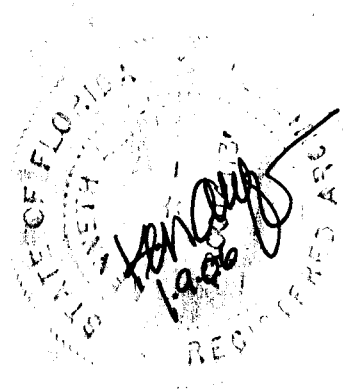
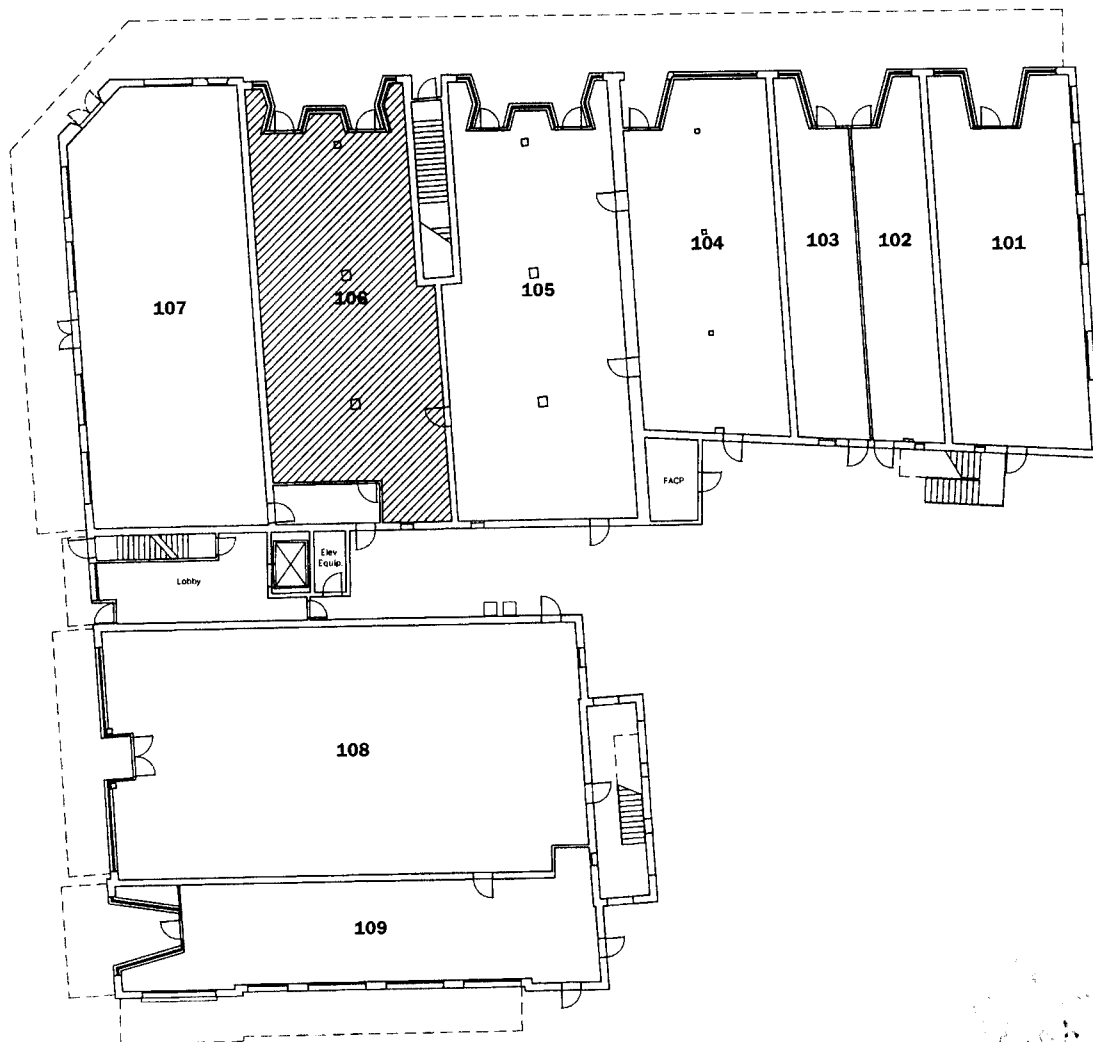
Prepared by
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 12'-3"
Unit Area: 1535 sf
Scale: 1/8"=1'-0"



Handwritten signature and date:
12-19-06
A circular stamp with illegible text is partially visible behind the signature.





B-31

Location Plan

Existing Commercial

Unit 106

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



B-32
Floor Plan
Existing Commercial
Unit 107

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

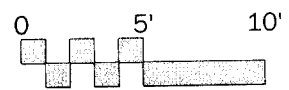
Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

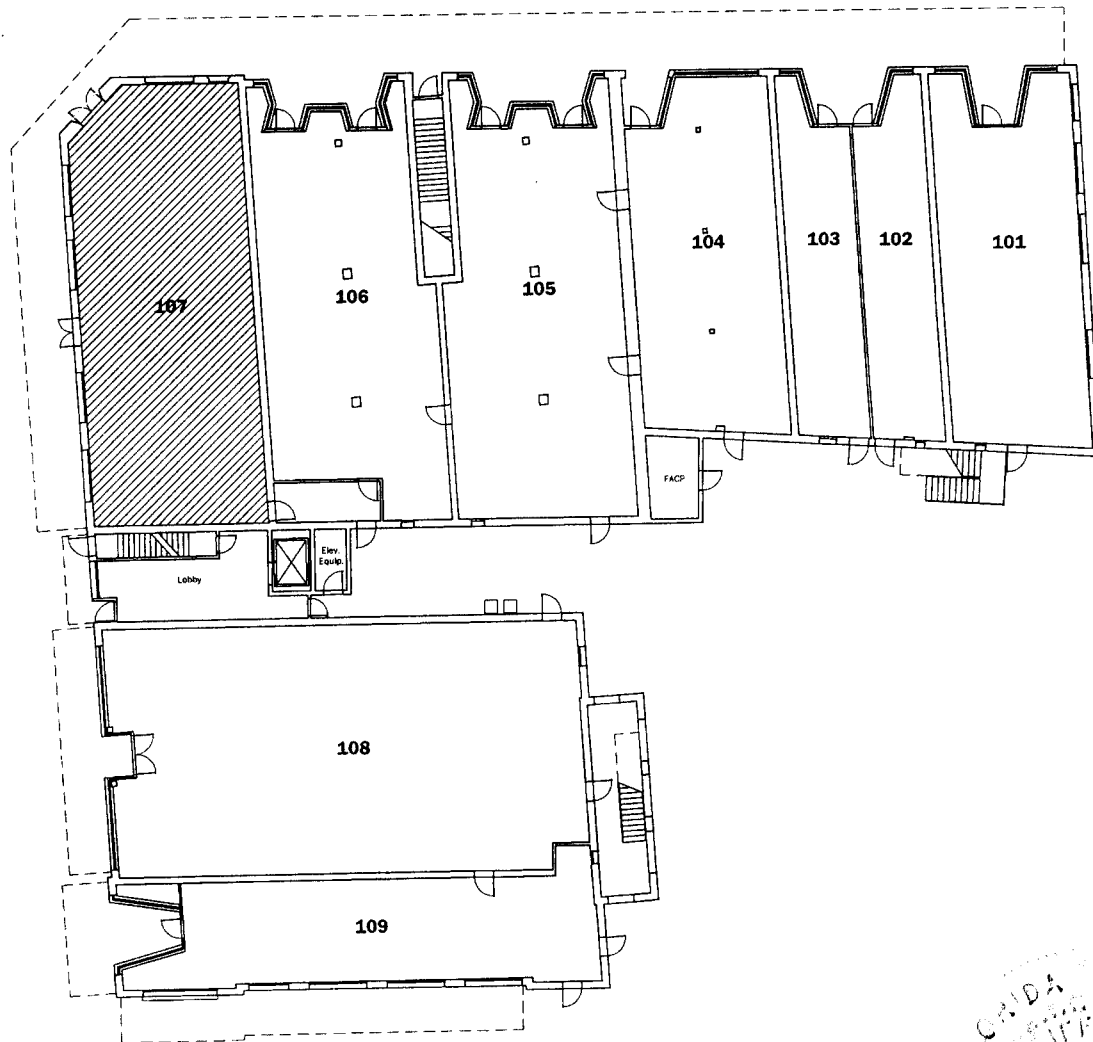
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 12'-3"
Unit Area: 1785 sf
Scale: 1/8"=1'-0"



12-19-05





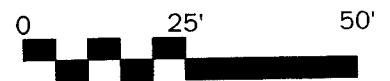
Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

Owner
 John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

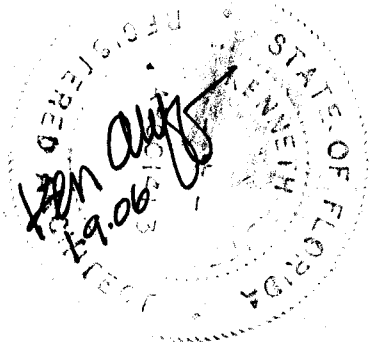
B-33
Location Plan
 Existing Commercial
Unit 107

Prepared by
 Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



B-34
Floor Plan
Existing Commercial
Unit 108

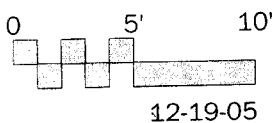
Project
Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

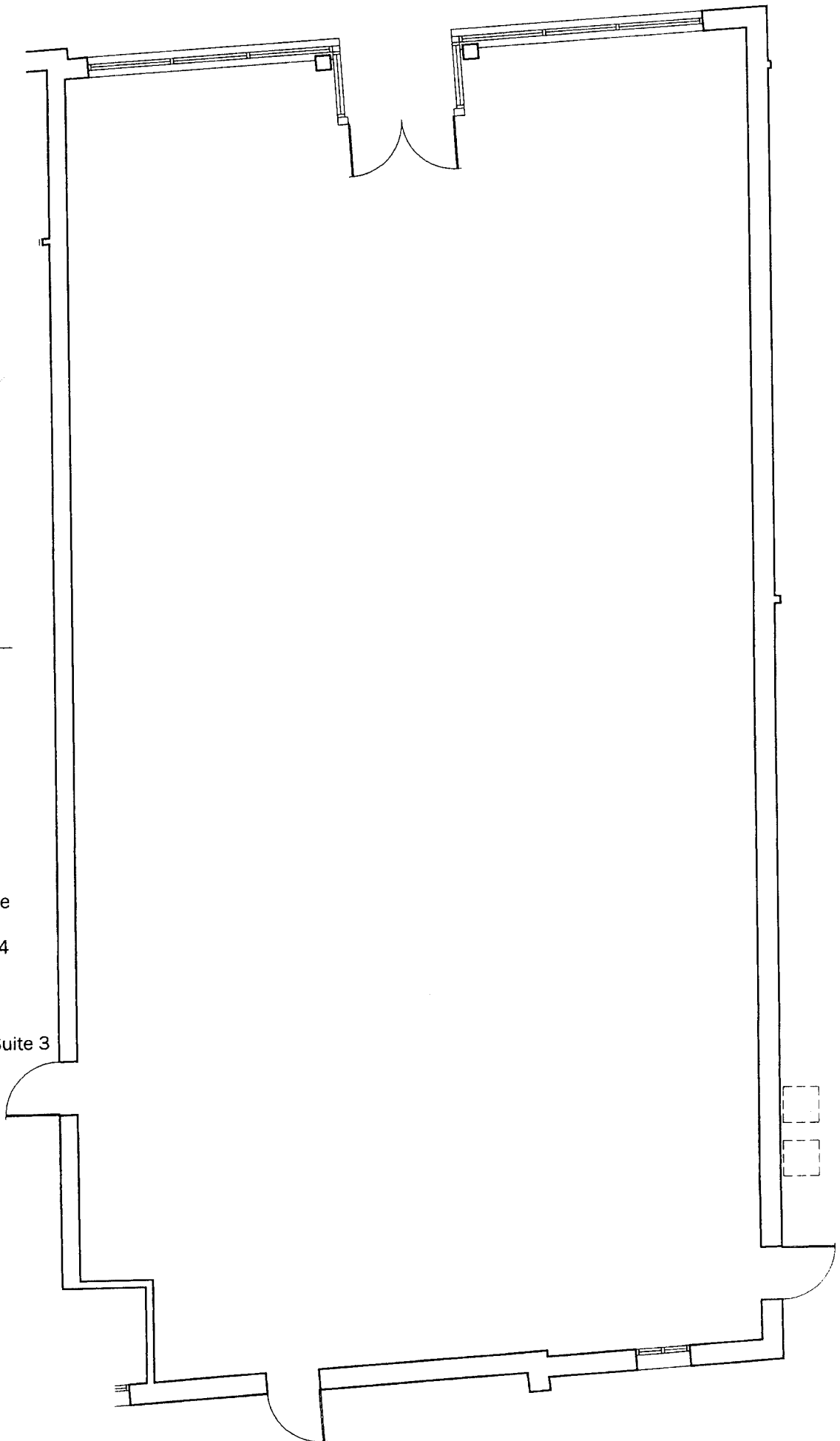
Prepared by
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

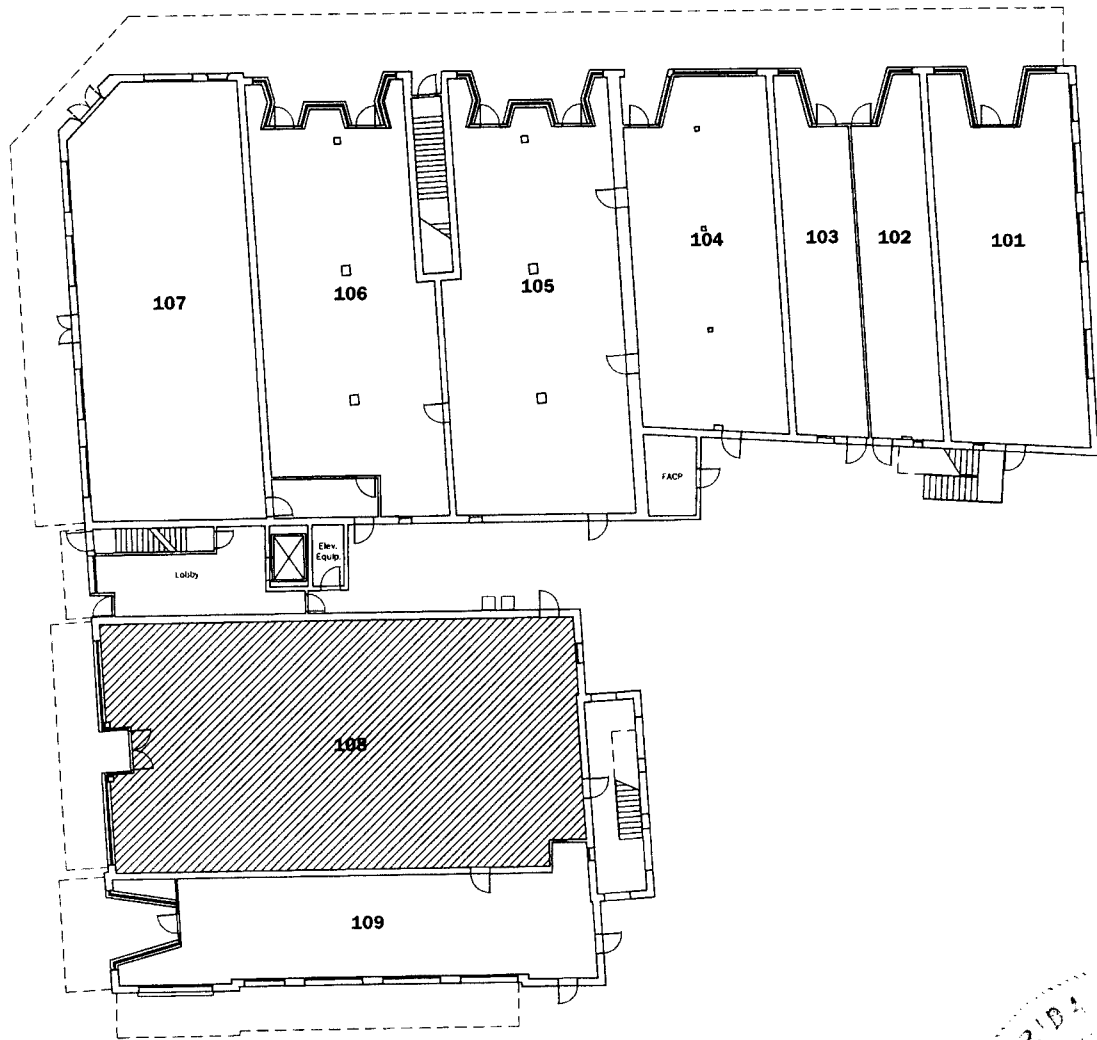


Unit height: 12'-3"
Unit Area: 2762 sf
Scale: 1/8"=1'-0"



12-19-05





Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

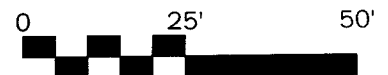
B-35

Location Plan
Existing Commercial
Unit 108

Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05

B-36 Floor Plan Existing Commercial Unit 109

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

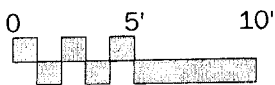
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

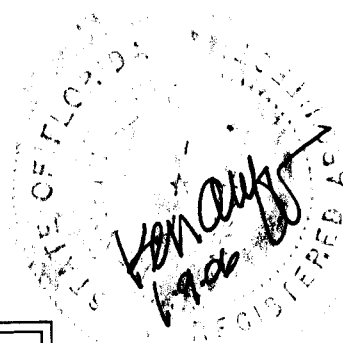
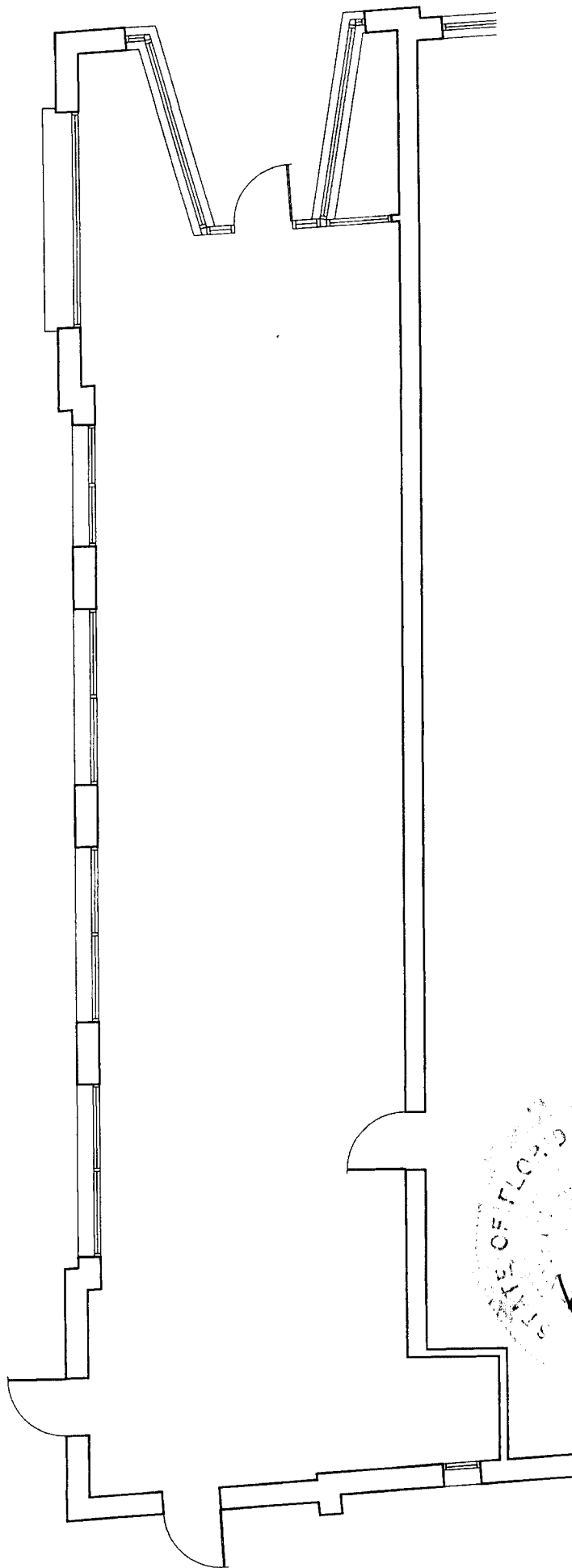
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

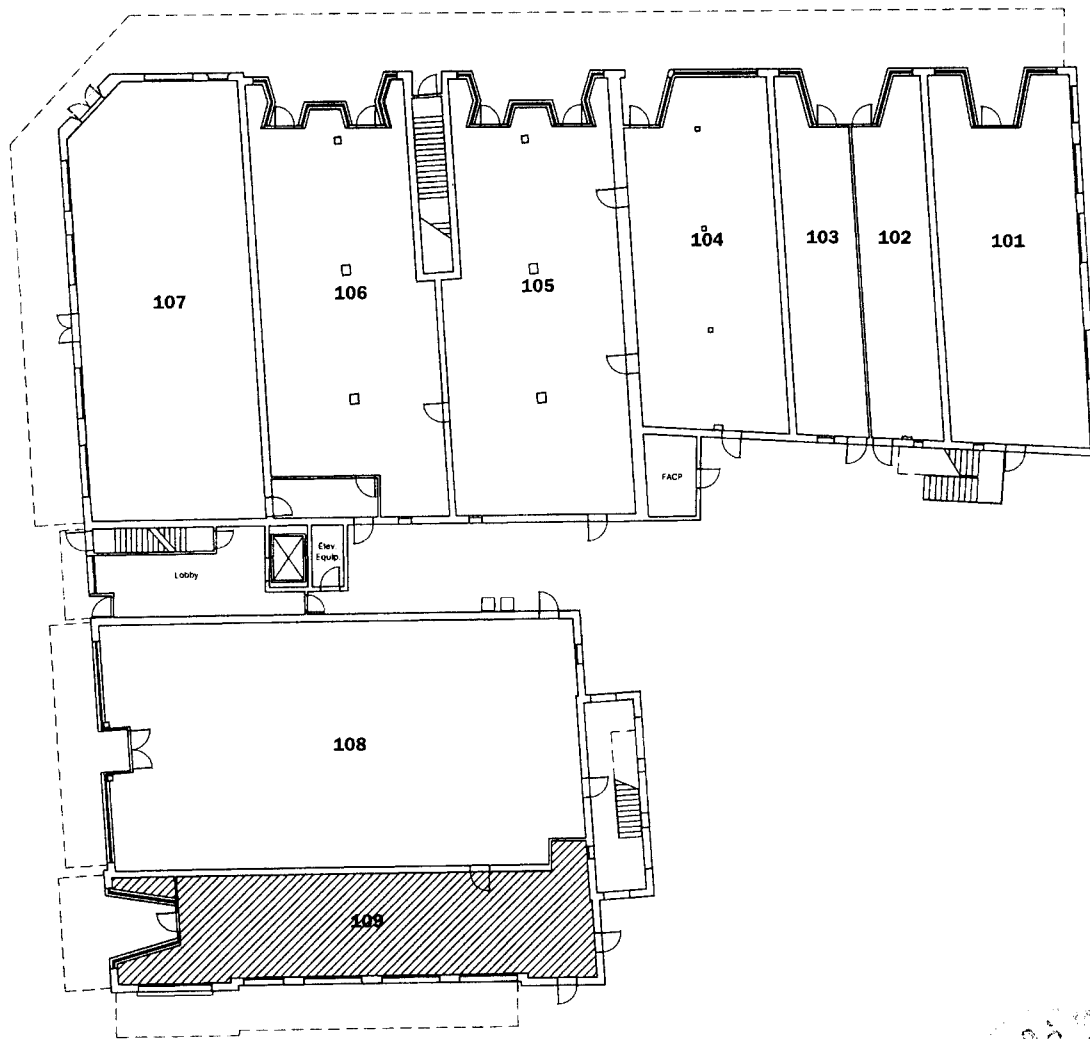


Unit height: 12'-3"
Unit Area: 1125 sf
Scale: 1/8"=1'-0"



12-19-05





Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

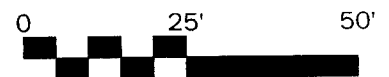
B-37

Location Plan
Existing Commercial
Unit 109

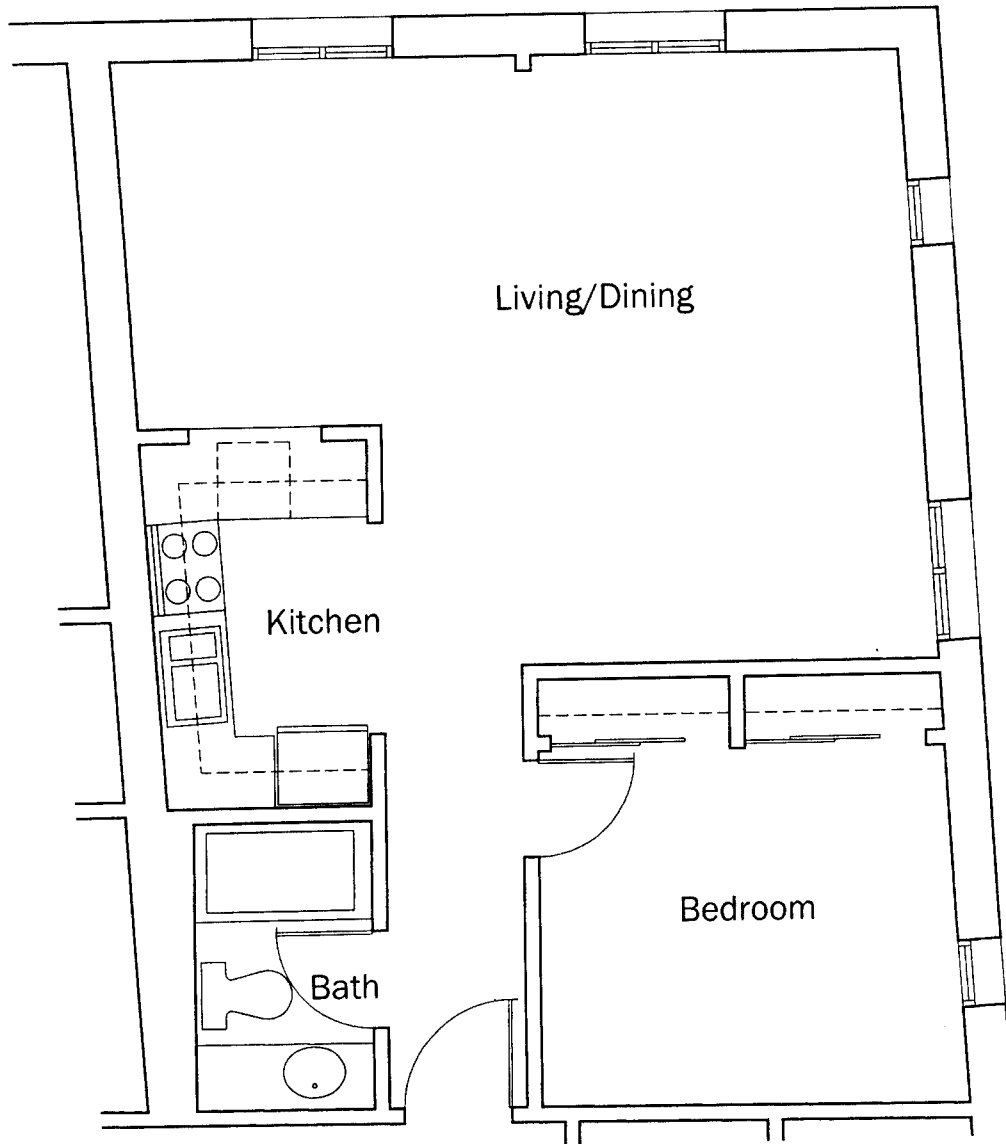
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

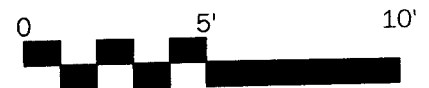
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-38
Floor Plan
Existing Residential
Unit 201

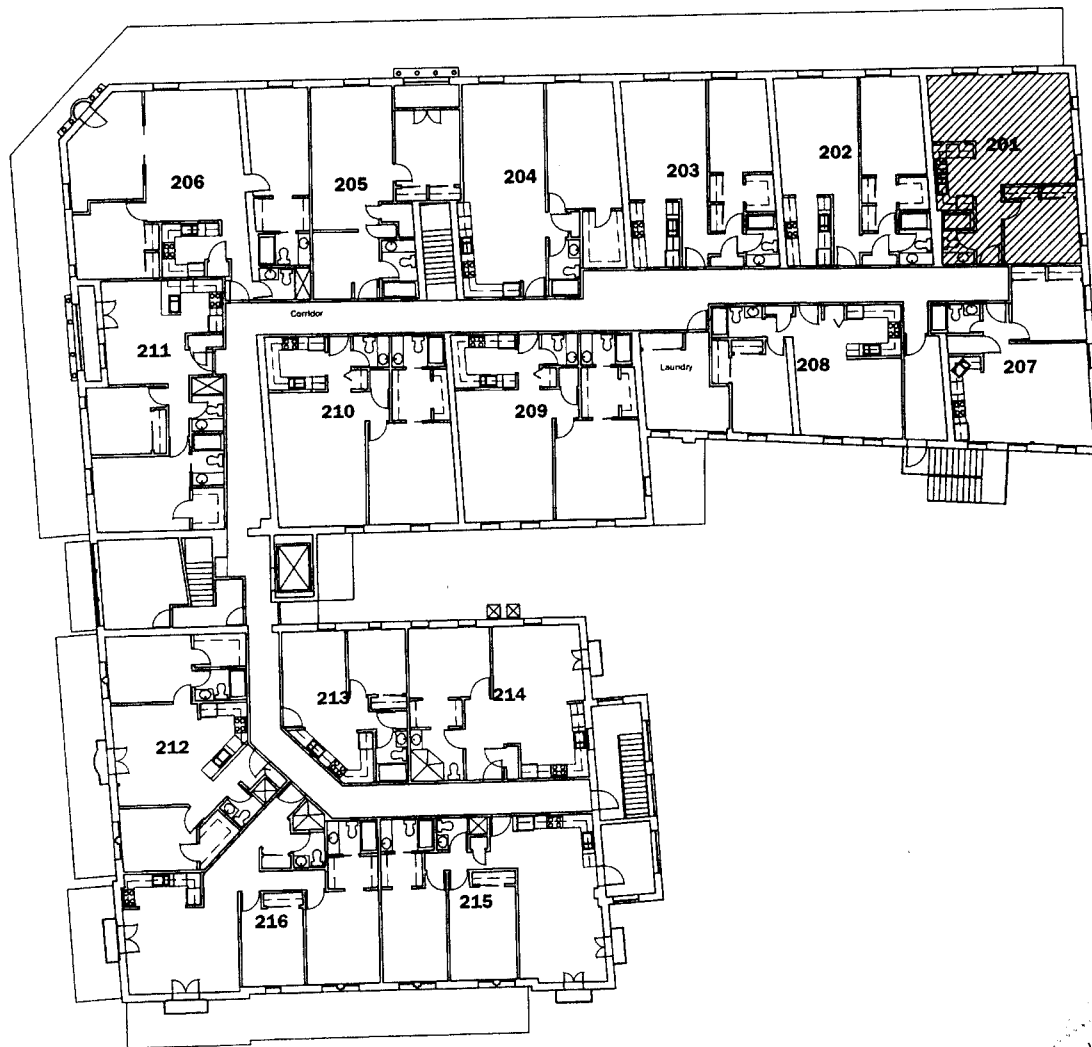
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 10'-8"
Unit Area: 627 sf
Scale: 3/16"=1'-0"



12-19-05



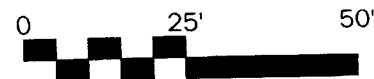
Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

Owner
 John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

B-39
Location Plan
 Existing Residential
Unit 201

Prepared by
 Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

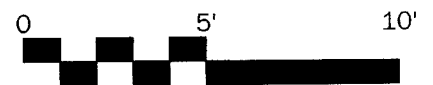
B-40
Floor Plan
Existing Residential
Unit 202

Prepared by

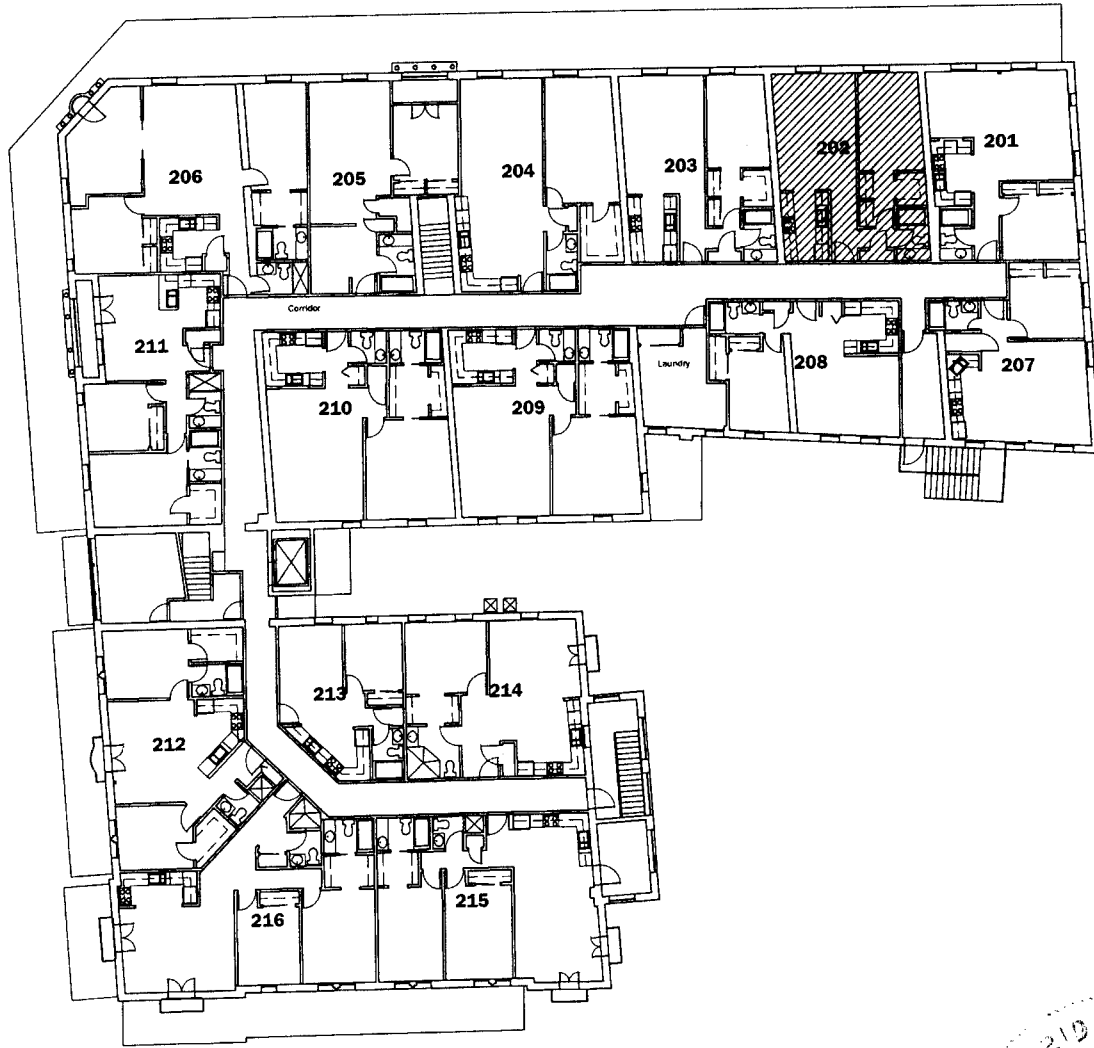
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912



Unit height: 10'-8"
Unit Area: 656 sf
Scale: 3/16"=1'-0"



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-41

Location Plan

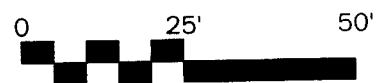
Existing Residential

Unit 202

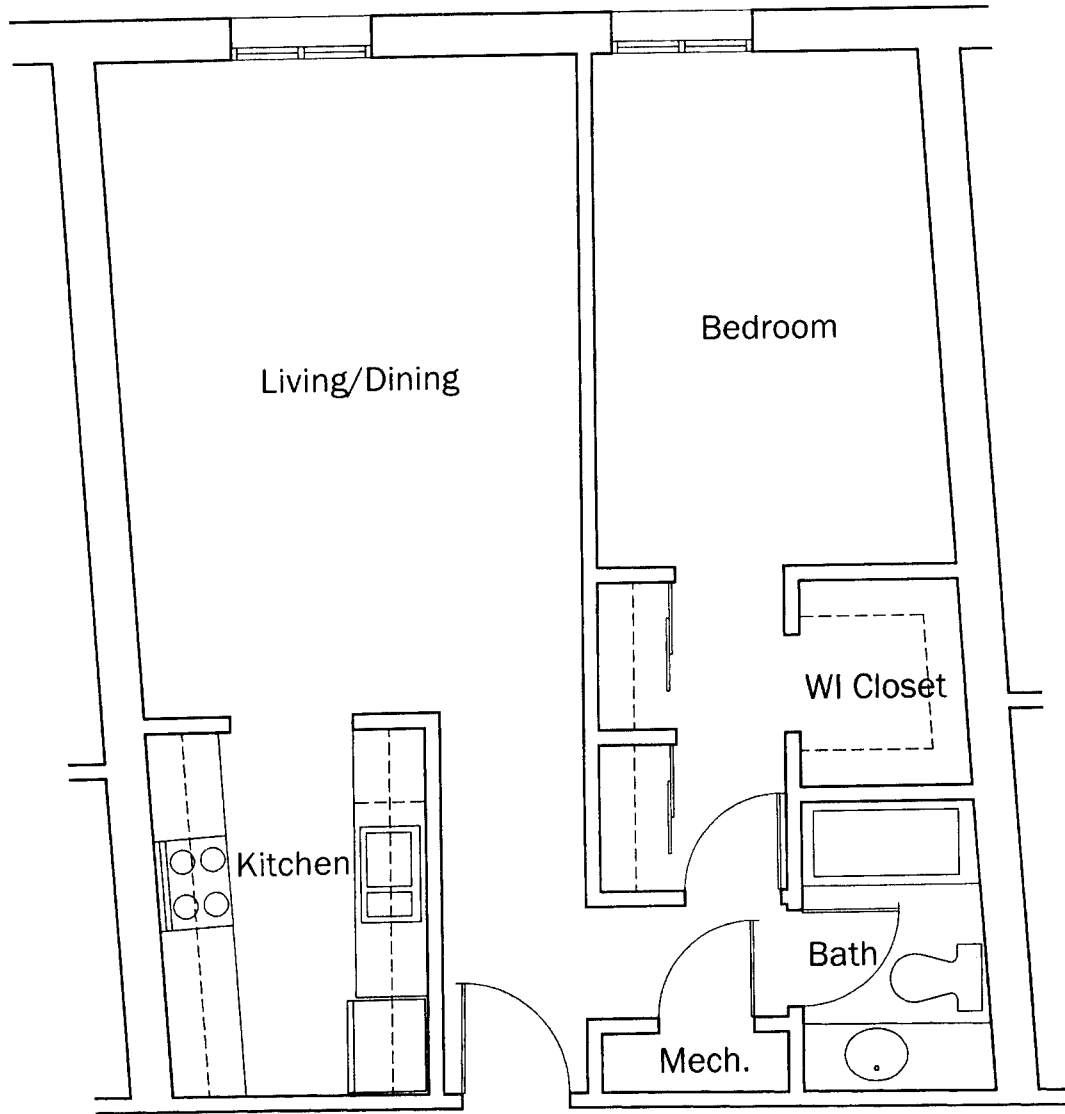
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



B-42

Floor Plan

Existing Residential

Unit 203

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

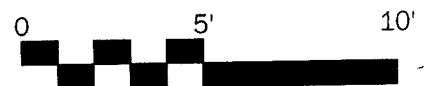
Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

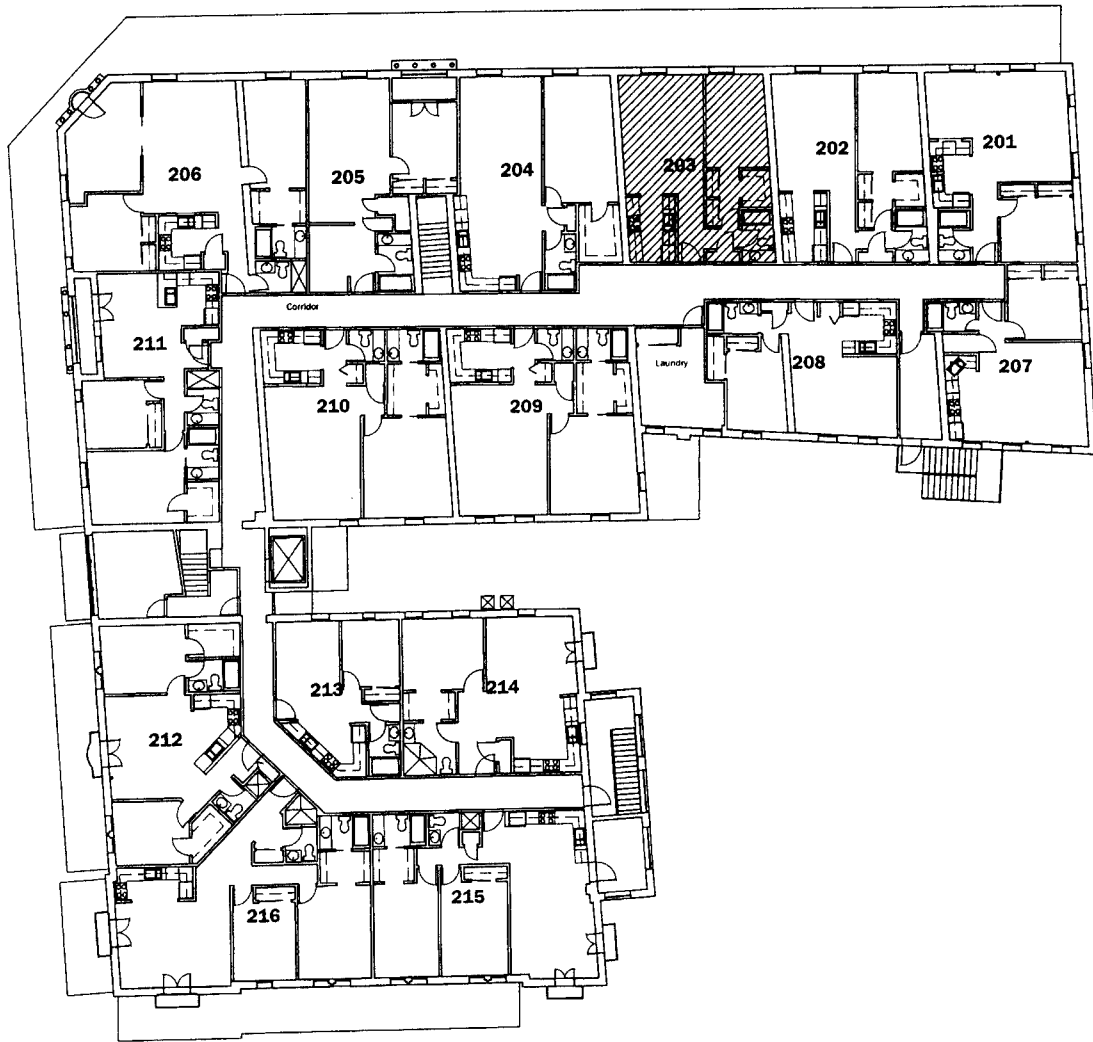
Unit height: 10'-8"
Unit Area: 654 sf
Scale: 3/16"=1'-0"



12-19-05

Hendry
19-06

PLAT 10-06-05
RECORDED
12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

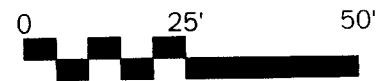
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-43
Location Plan
Existing Residential
Unit 203

Prepared by

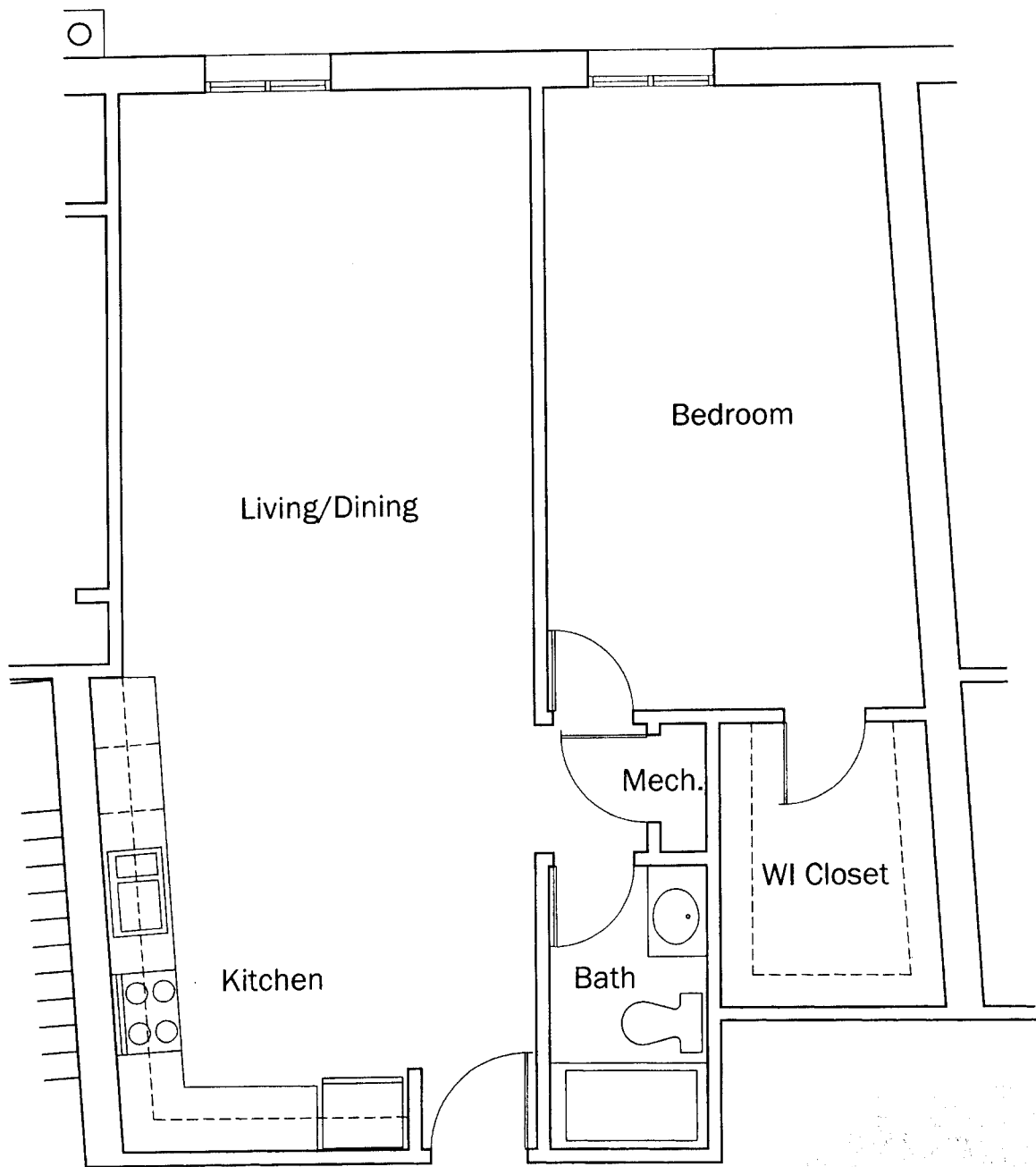
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05

Hendry
19.06



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

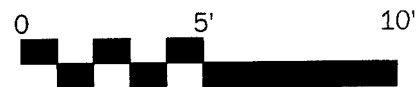
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

**B-44
Floor Plan
Existing Residential
Unit 204**

Prepared by

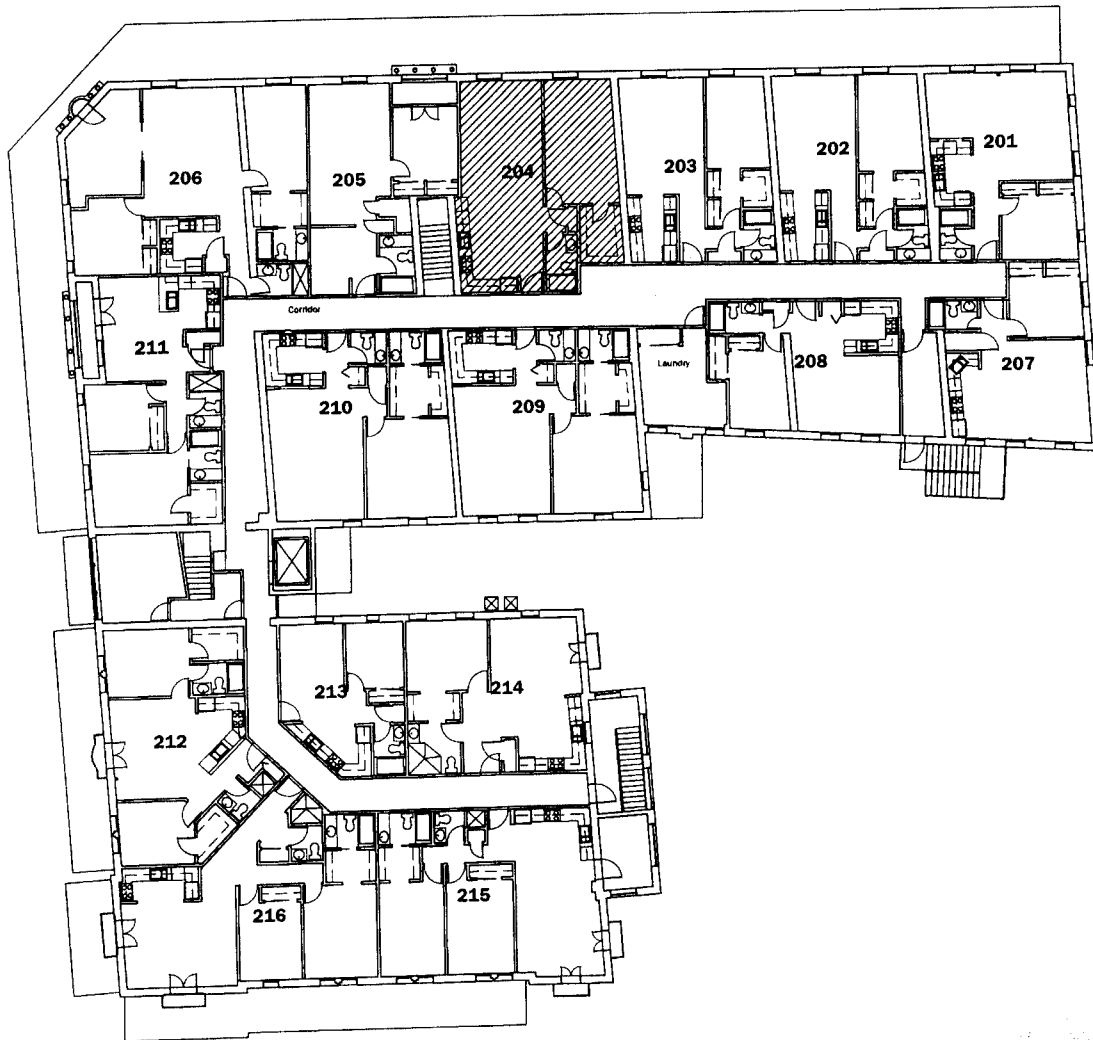
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 10'-8"
Unit Area: 785 sf
Scale: 3/16"=1'-0"



12-19-05

Handwritten signature and date: 12.19.05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

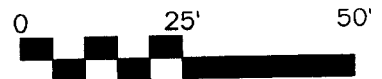
B-45
Location Plan
Existing Residential
Unit 204

Prepared by

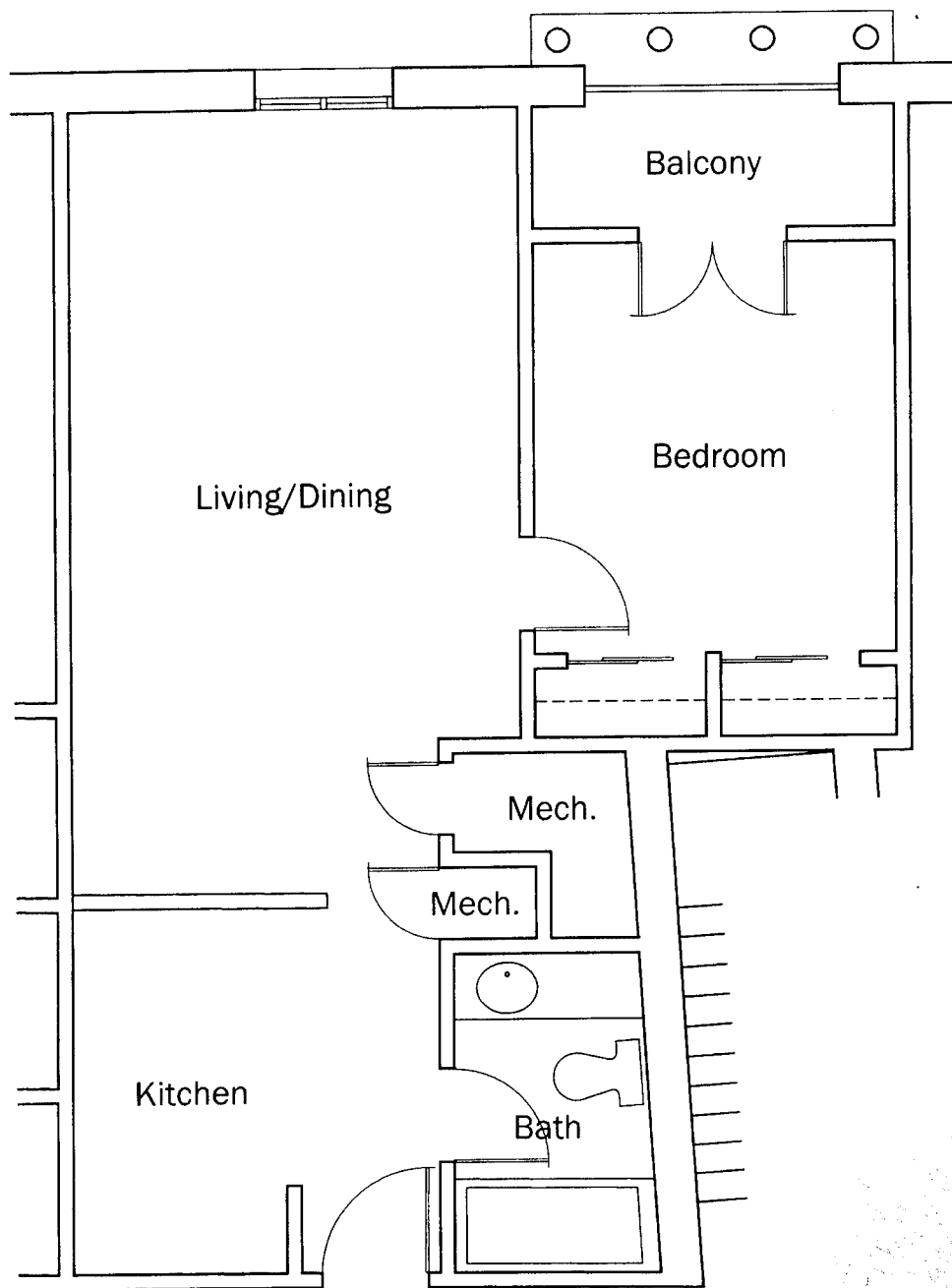
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Ken Myers
12.06.05

Scale: 1" = 30'



12-19-05



Handwritten signature and date:
 Ken...
 1-9-06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-46
Floor Plan
Existing Residential
Unit 205

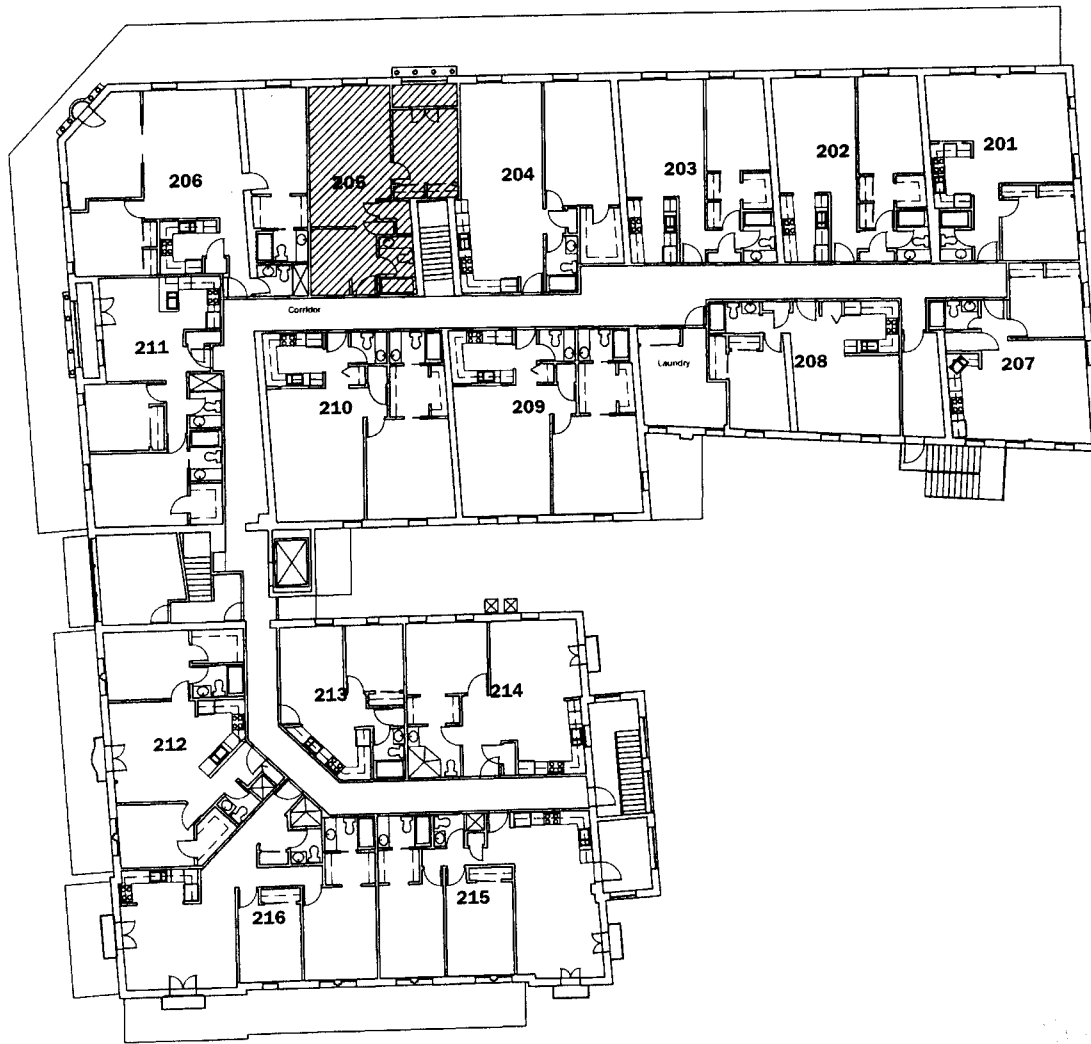
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 10'-8"
Unit Area: 612 sf
Balcony Area: 35 sf
Scale: 3/16"=1'-0"



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-47

Location Plan
Existing Residential
Unit 205

Prepared by

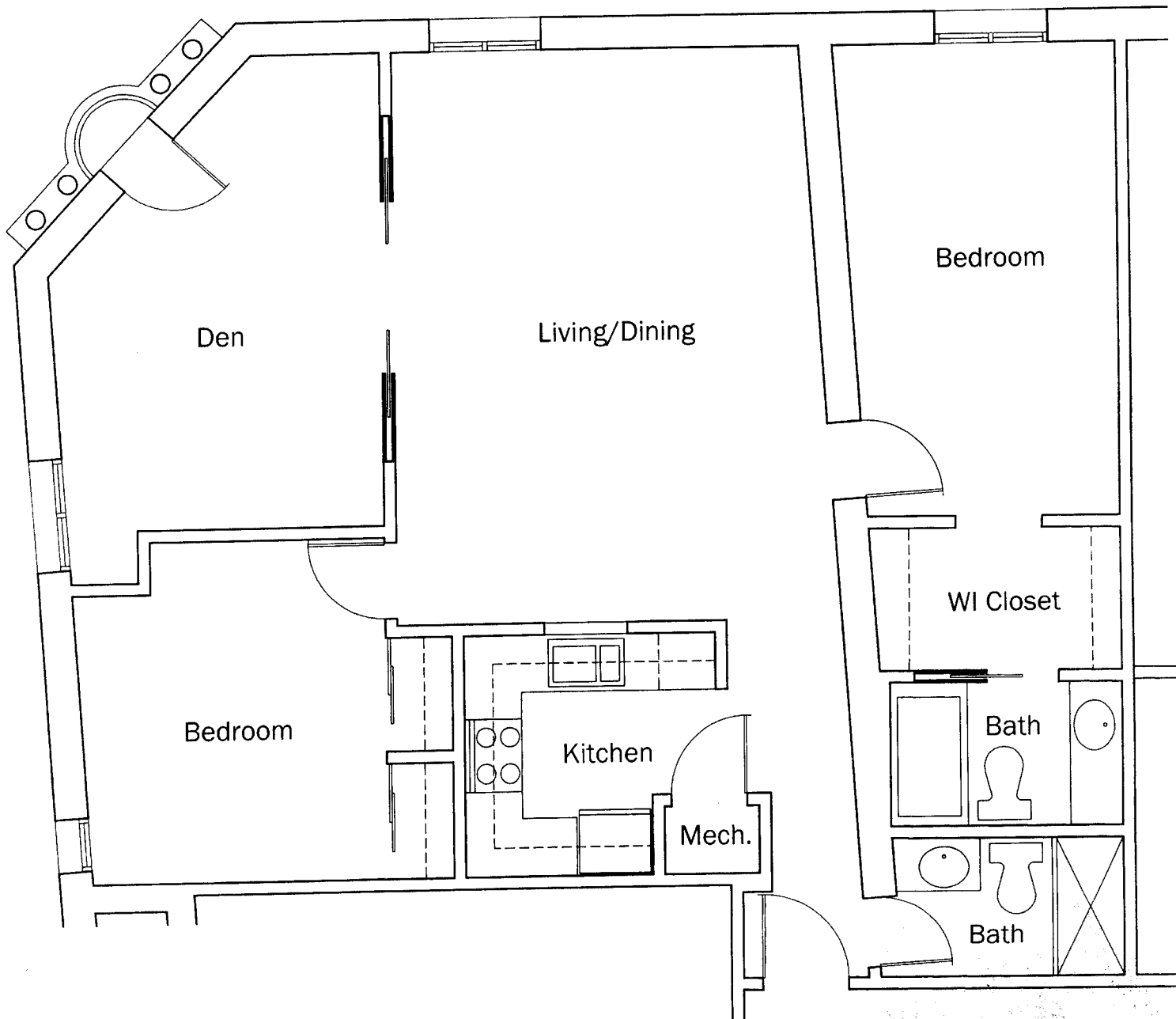
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

*Kenney
1/20/06*

Scale: 1" = 30'



12-19-05



Ken Aylis
1-9-06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

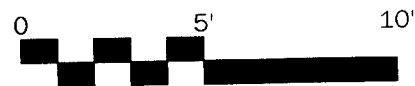
**B-48
Floor Plan**

Existing Residential
Unit 206

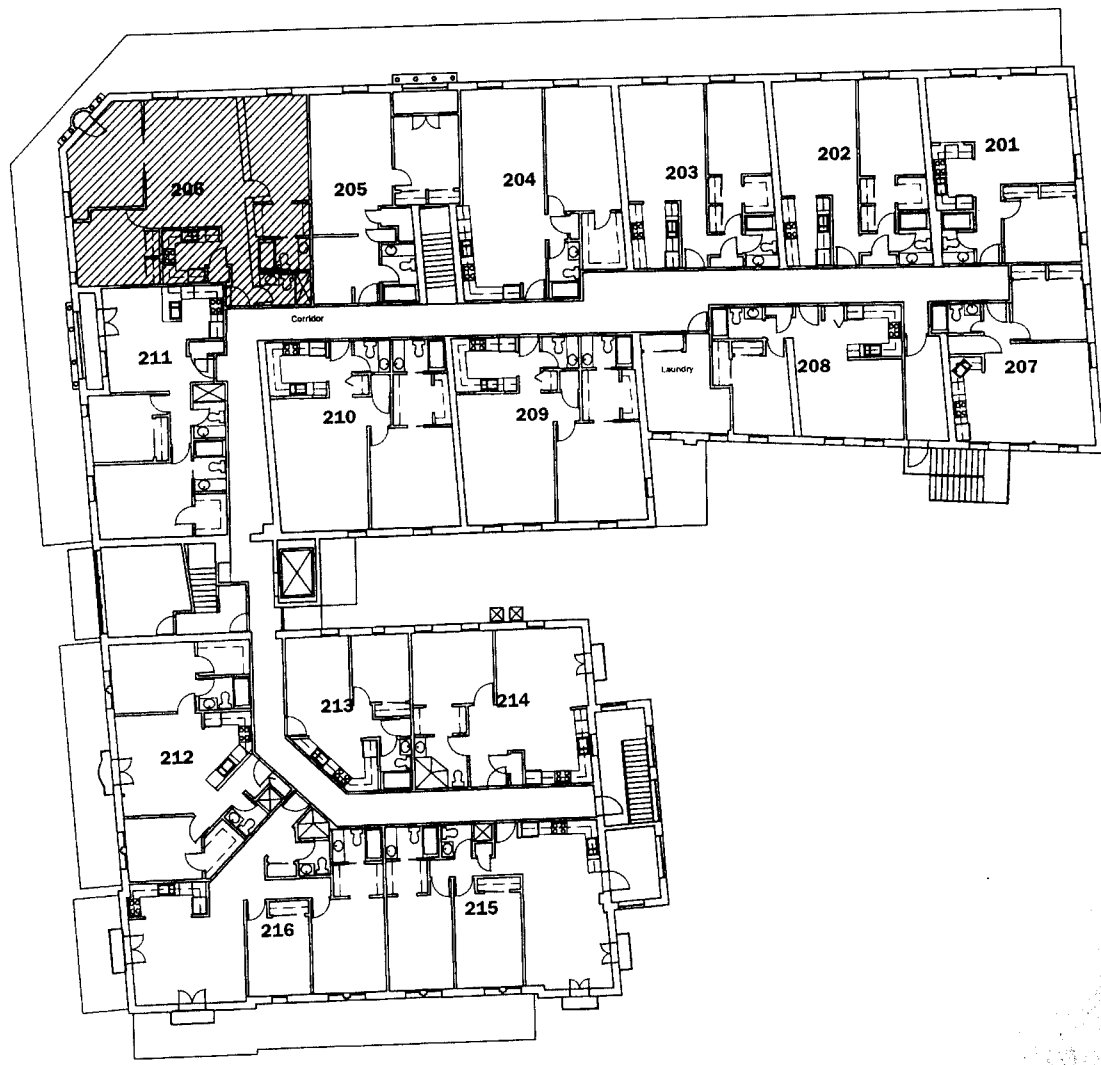
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 10'-8"
Unit Area: 1083 sf
Scale: 3/16"=1'-0"



12-19-05



Handwritten signature and date:
 Ken Day
 1-9-06

Project

Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

B-49

Location Plan

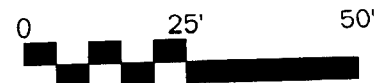
Existing Residential

Unit 206

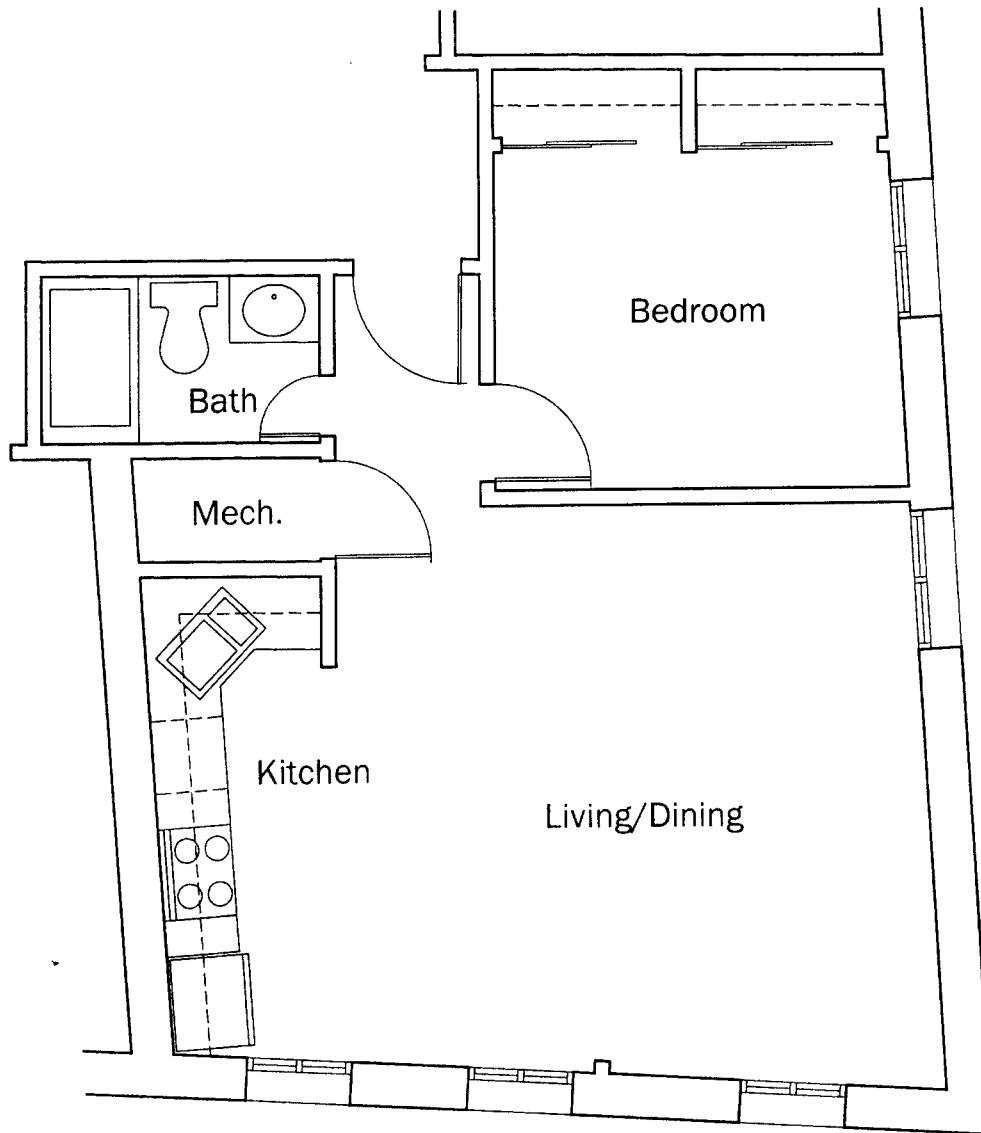
Prepared by

Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Handwritten signature and date:
 1-9-06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

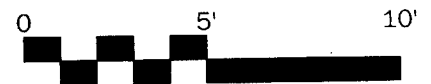
**B-50
Floor Plan**

Existing Residential
Unit 207

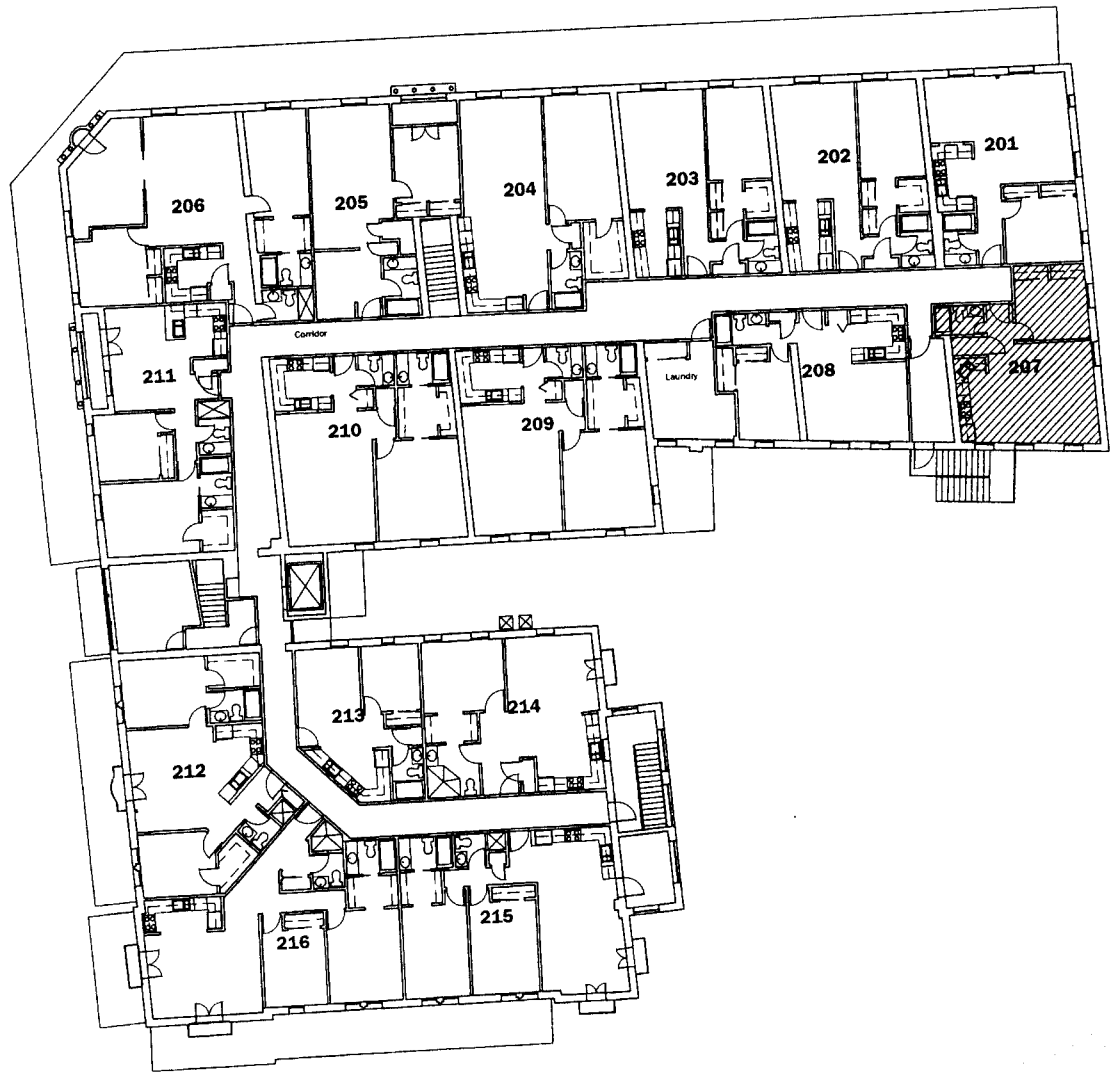
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 10'-8"
Unit Area: 543 sf
Scale: 3/16"=1'-0"



12-19-05



Ken C. [Signature]
1-9-06

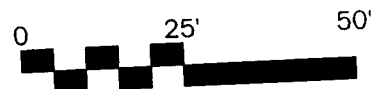
Project
Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

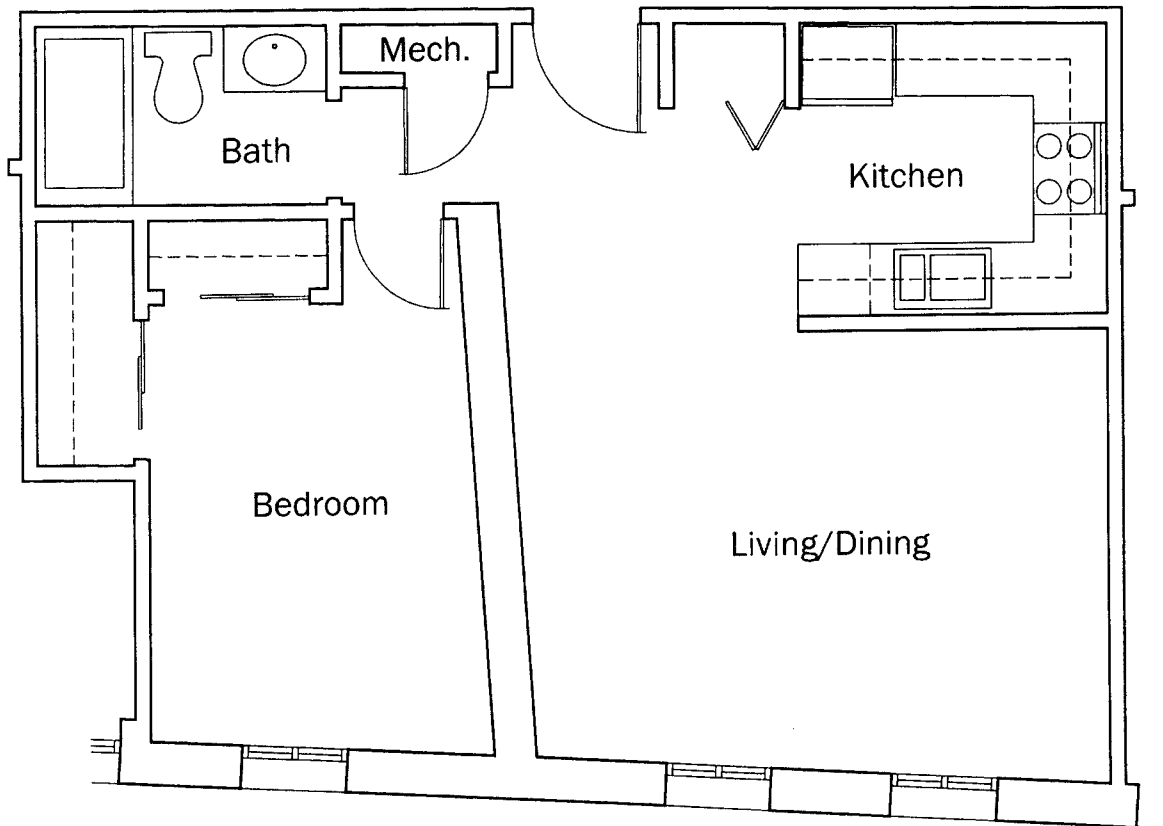
B-51
Location Plan
Existing Residential
Unit 207

Prepared by
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Ken Aug 19-06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

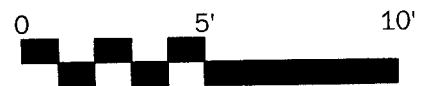
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-52
Floor Plan
Existing Residential
Unit 208

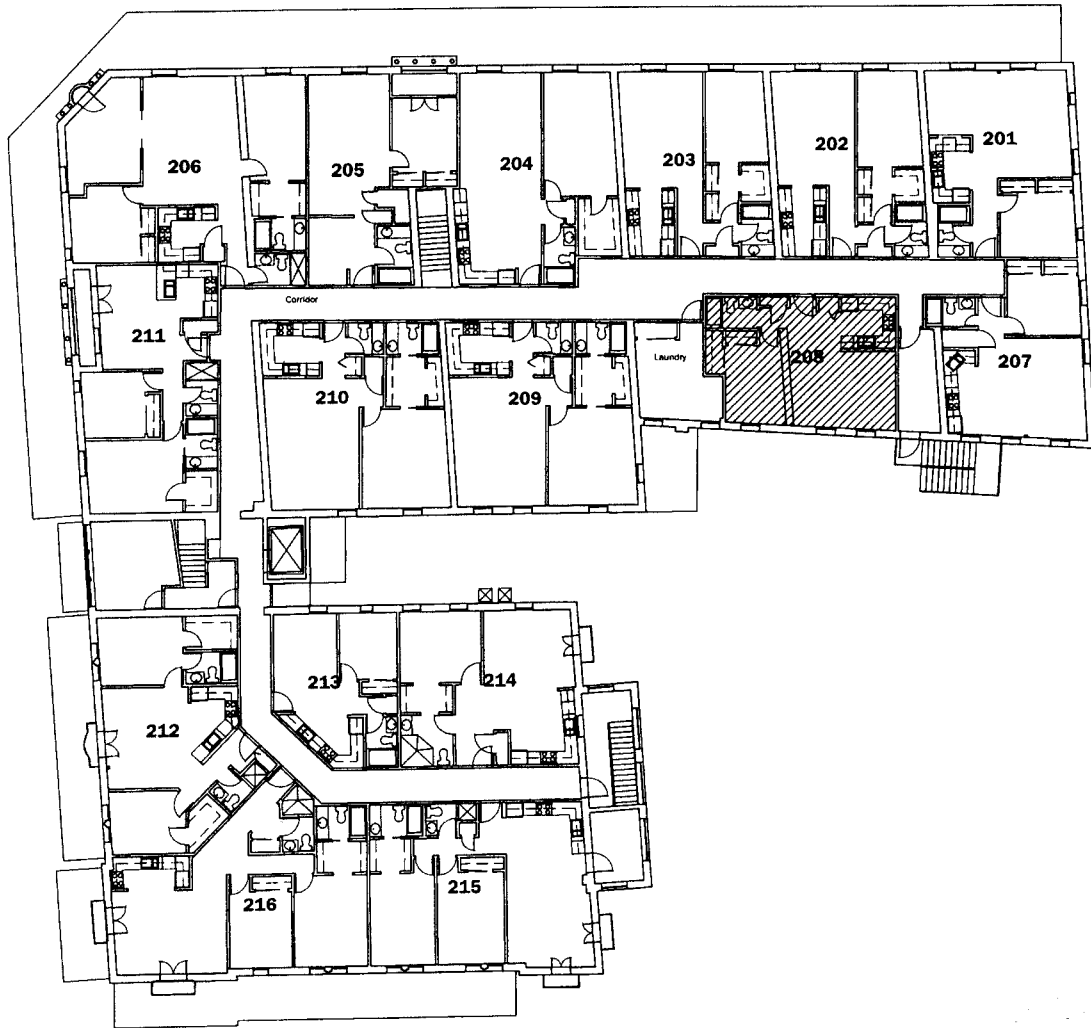
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 10'-8"
Unit Area: 577 sf
Scale: 3/16"=1'-0"



12-19-05



Ken Ouyang
1/9/06

B-53

Location Plan
Existing Residential
Unit 208

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

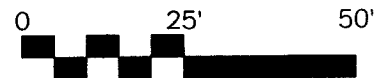
Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

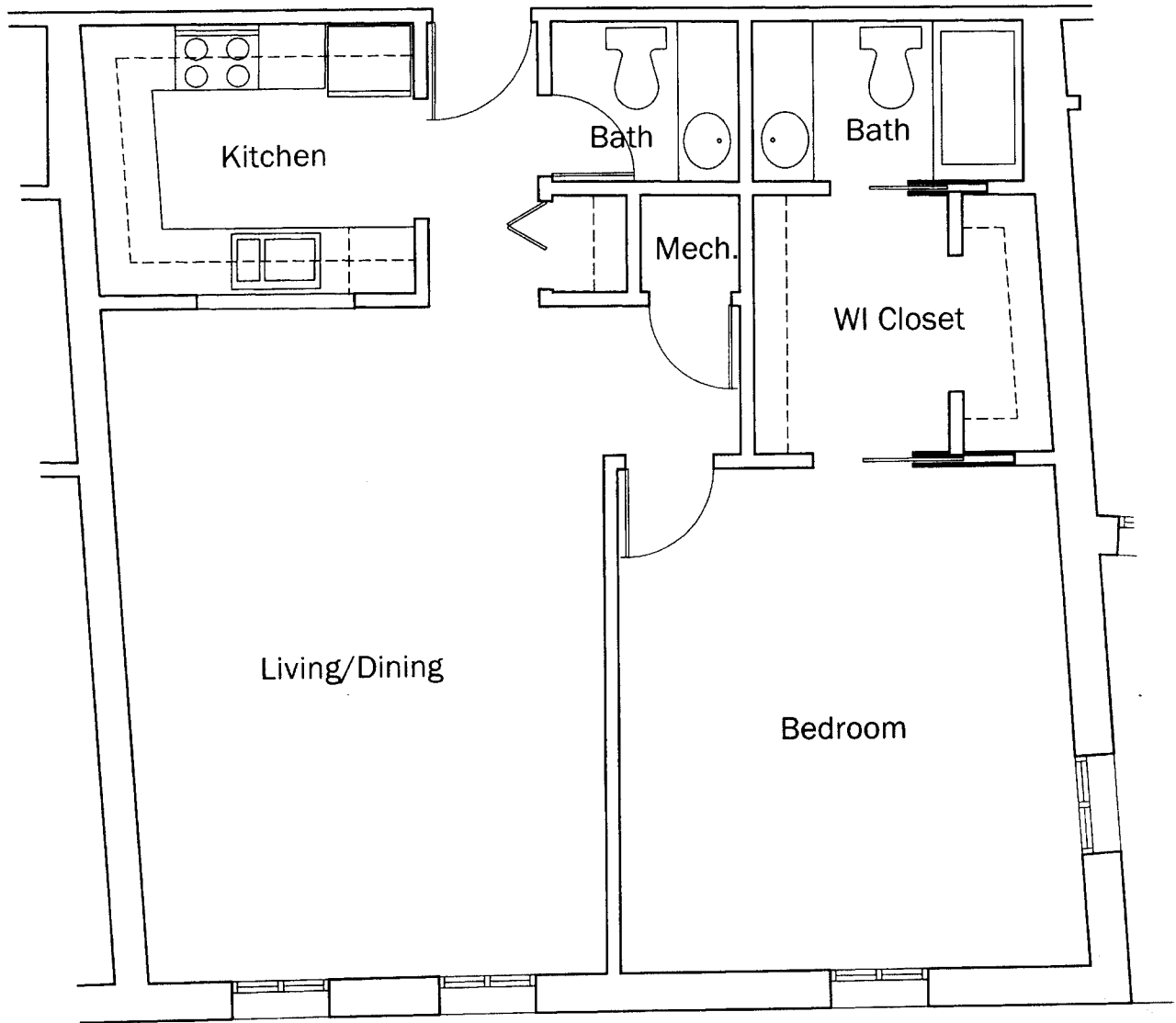
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Kennedy
1-9-06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

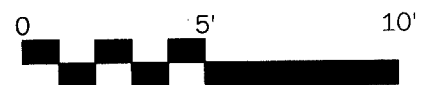
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-54
Floor Plan
Existing Residential
Unit 209

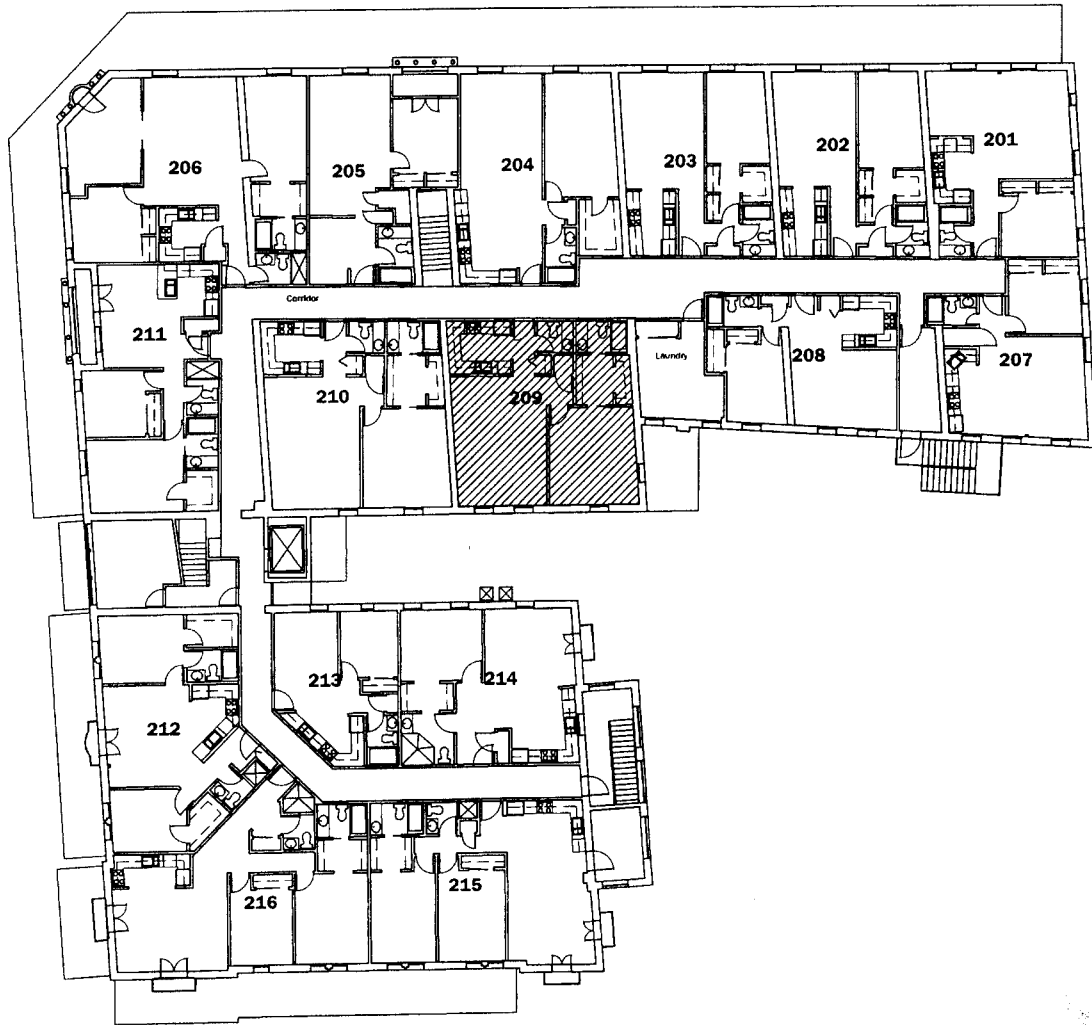
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 10'-8"
Unit Area: 813 sf
Scale: 3/16"=1'-0"



12-19-05



B-55

Location Plan
 Existing Residential
Unit 209

Project

Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

Prepared by

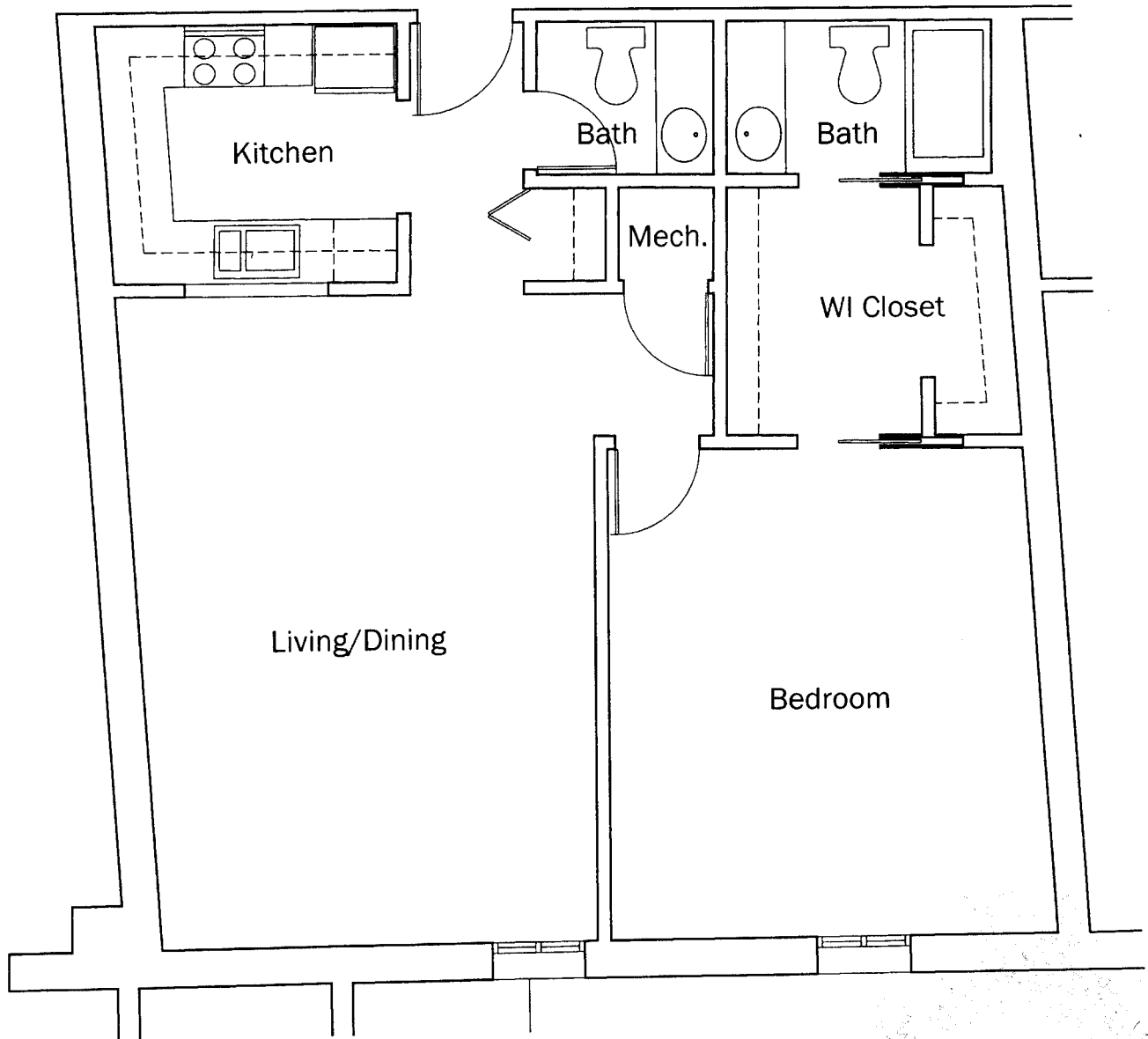
Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05

Handwritten signature: Ken...
Handwritten date: 1/9-06



Handwritten signature and date:
 1-9-05

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

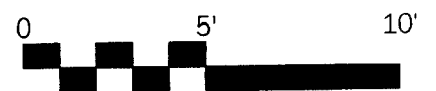
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-56
Floor Plan
Existing Residential
Unit 210

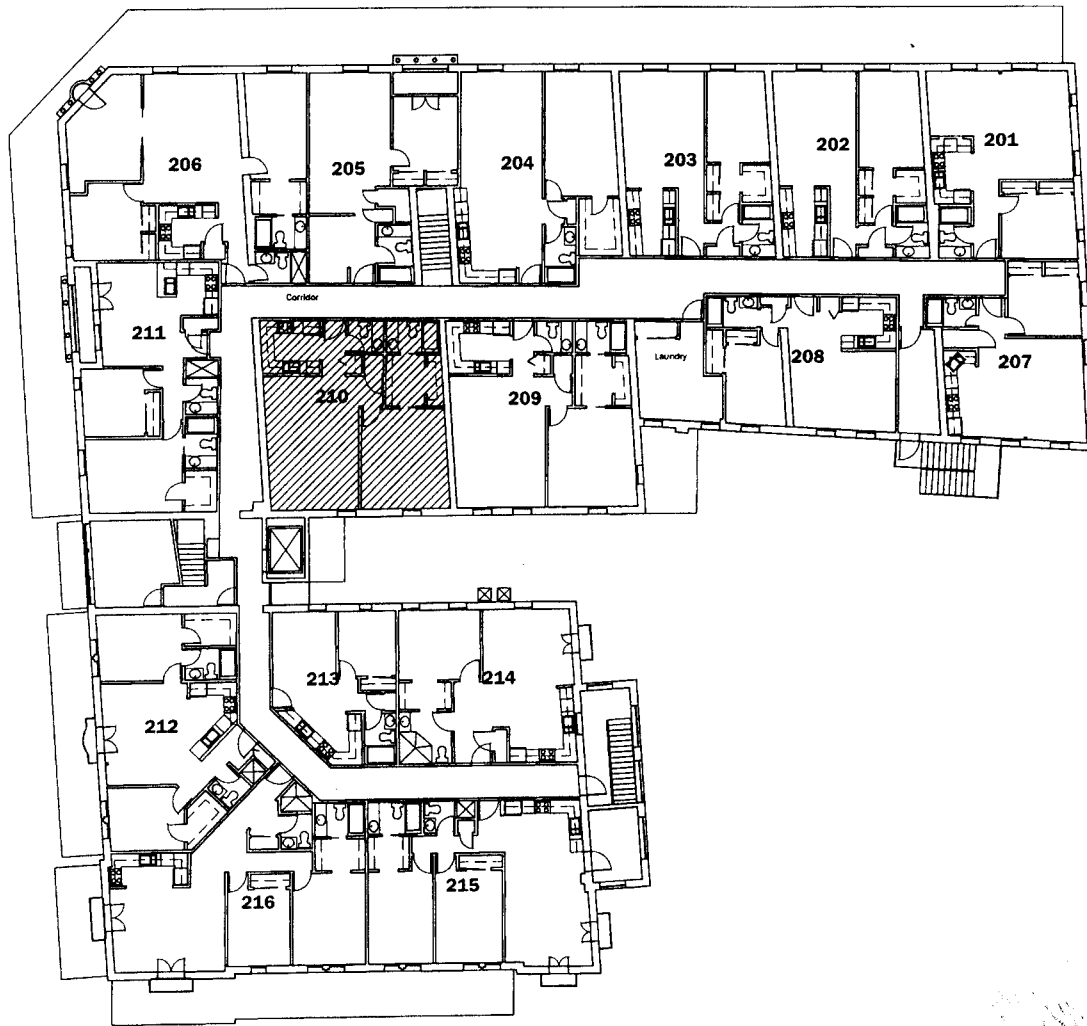
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 10'-8"
Unit Area: 819 sf
Scale: 3/16"=1'-0"



12-19-05



Handwritten signature and date:
1-9-06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

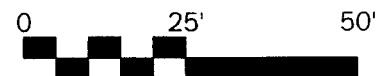
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-57
Location Plan
Existing Residential
Unit 210

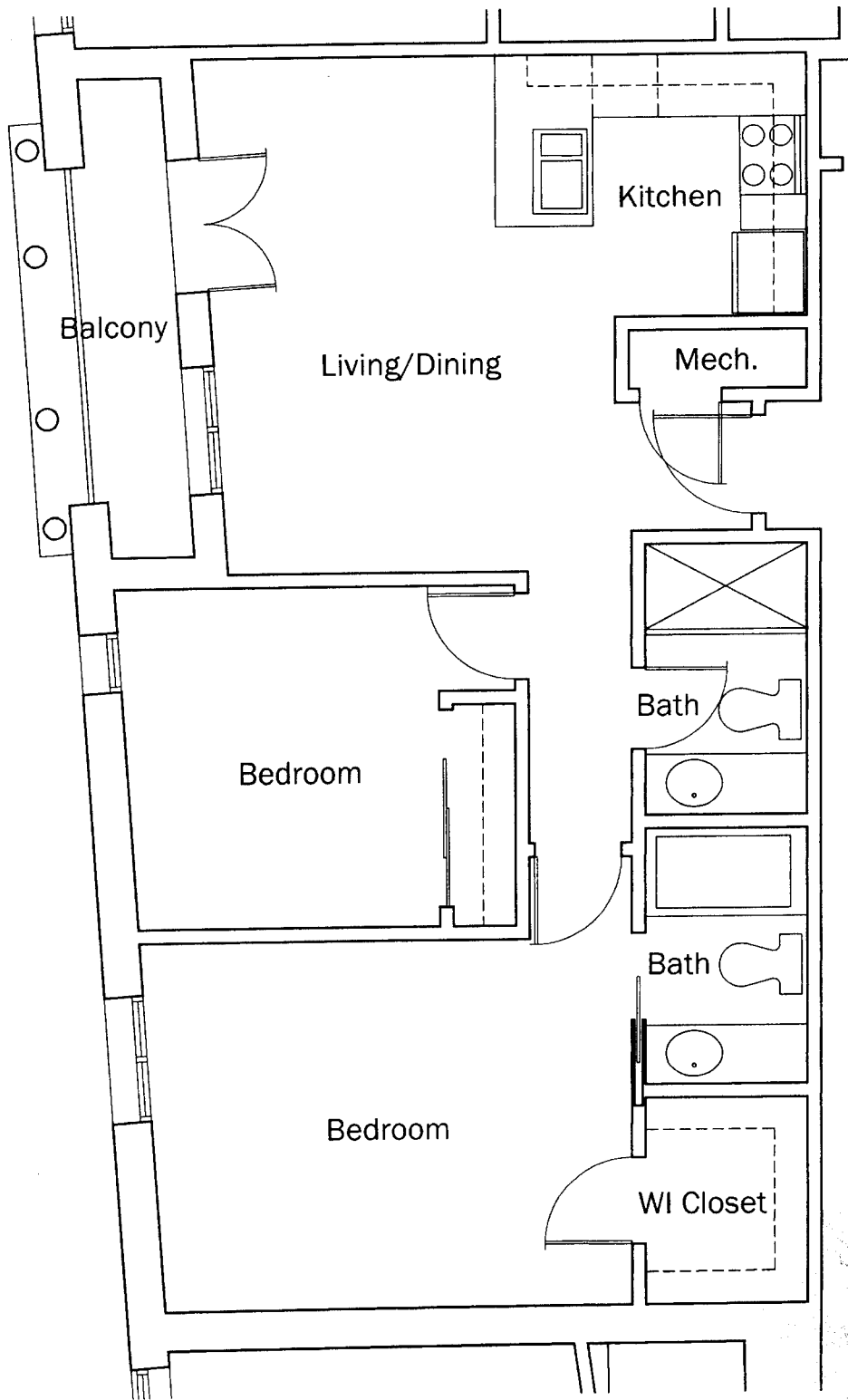
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



*Ken C...
1/9/06*

B-58
Floor Plan
 Existing Residential
Unit 211

Project

Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

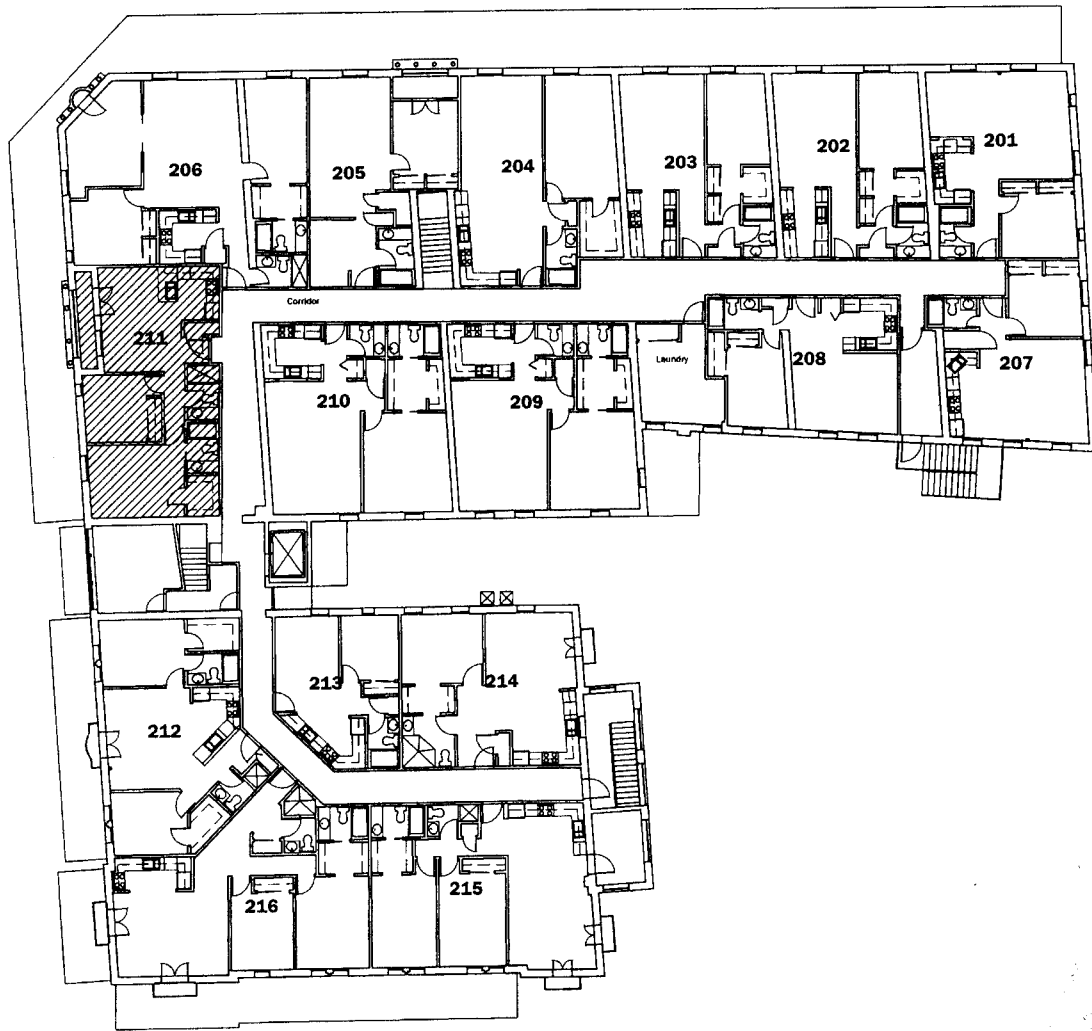
Prepared by

Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Unit height: 10'-8"
 Unit Area: 746 sf
 Balcony Area: 37 sf
 Scale: 3/16"=1'-0"



12-19-05



Handwritten signature and date:
 1.9.06

B-59

Location Plan
 Existing Residential
Unit 211

Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

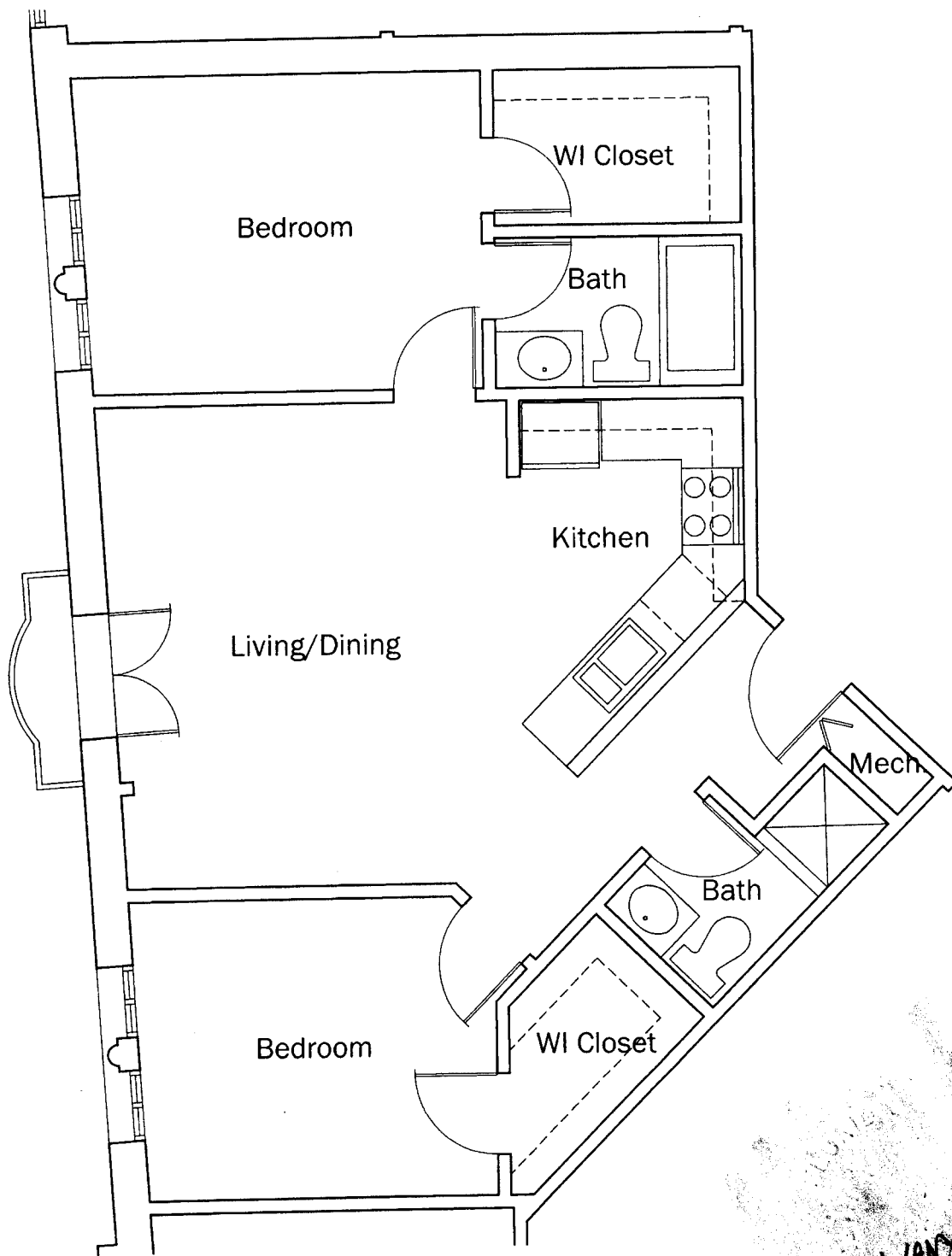
Owner
 John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

Prepared by
 Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Handwritten signature and date:
 K. Morgan
 1/20/06

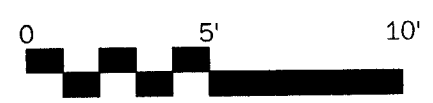
B-60
Floor Plan
 Existing Residential
Unit 212

Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

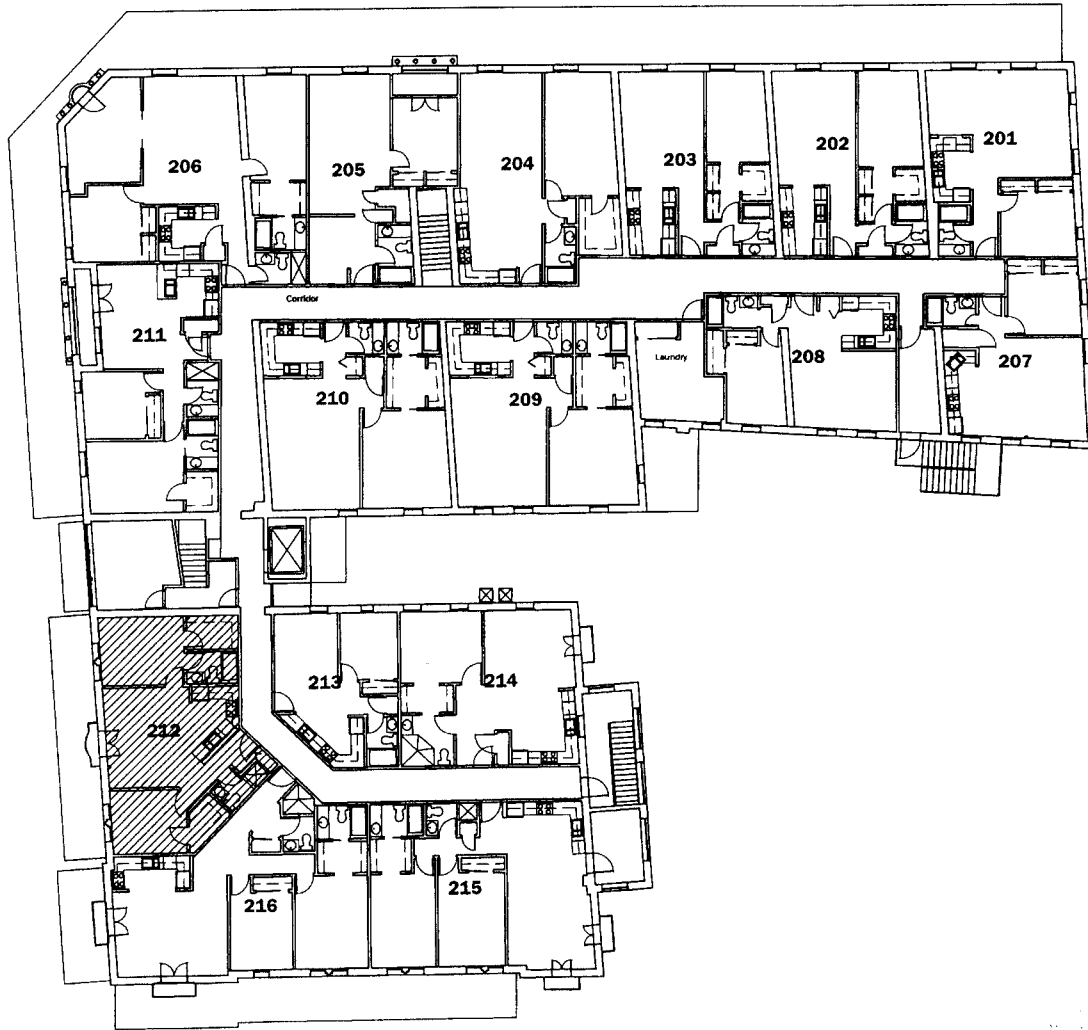
Owner
 John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

Prepared by
 Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Unit height: 9'-7"
 Unit Area: 767 sf
 Scale: 3/16"=1'-0"



12-19-05



Ken Ouyang
12.06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

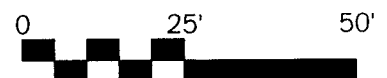
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-61
Location Plan
Existing Residential
Unit 212

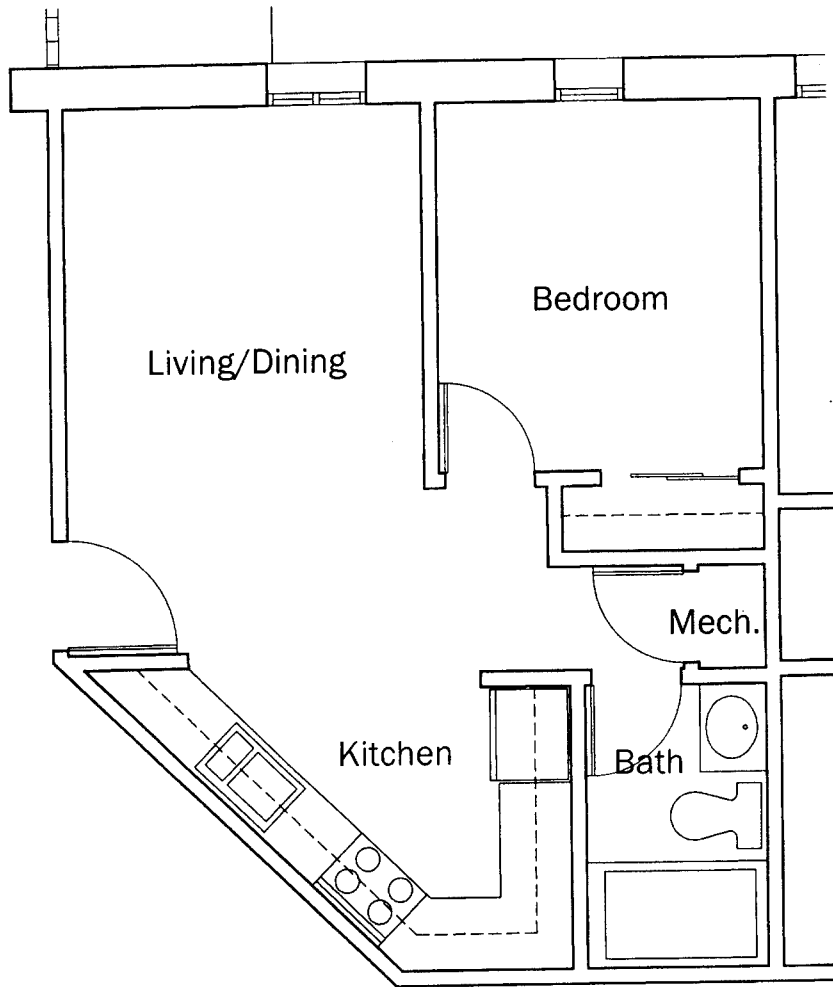
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-62
Floor Plan
Existing Residential
Unit 213

Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

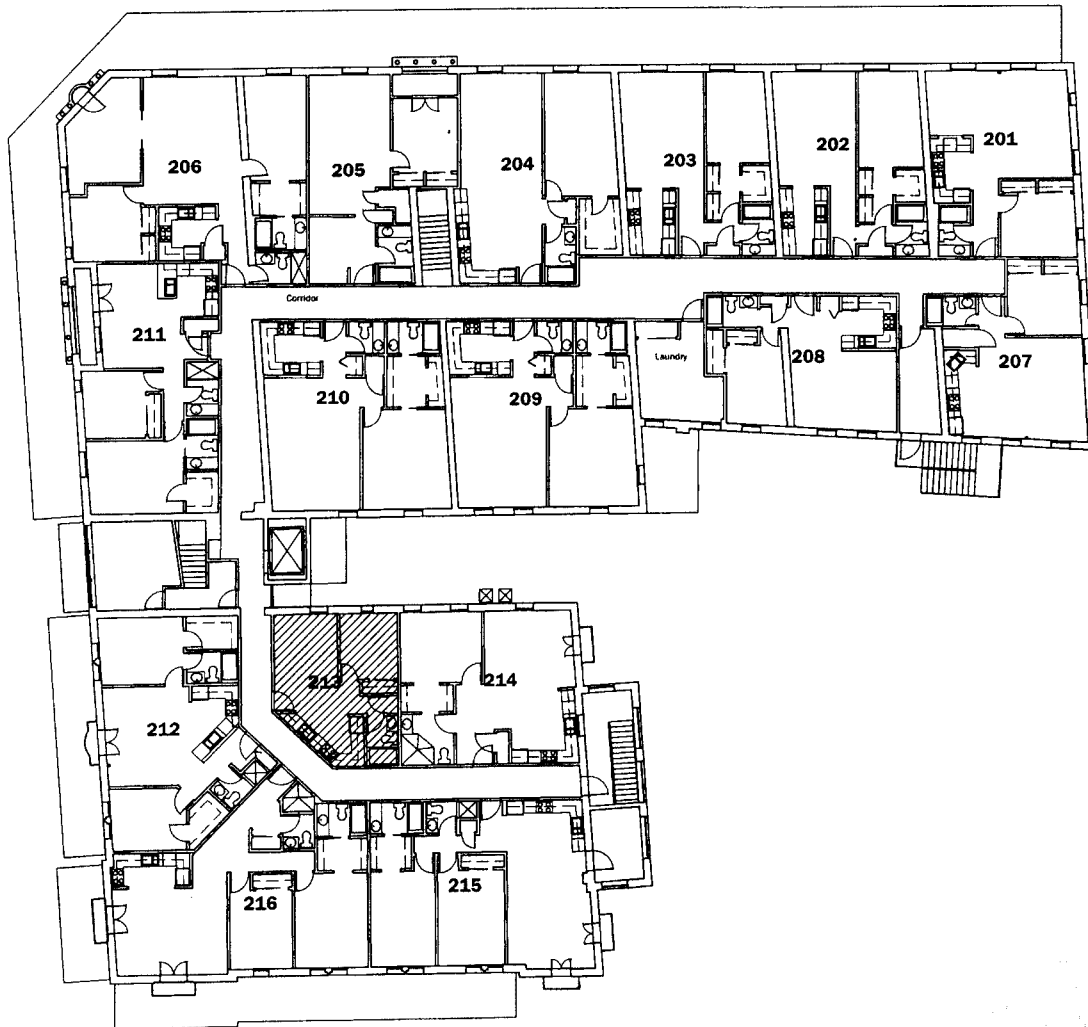
Unit height: 9'-7"
Unit Area: 424 sf
Scale: 3/16"=1'-0"



12-19-05

Handwritten: Kennedy
1-9-06

Stamp: ARCHITECTURE ONE, INC. 12-19-05



Ken [Signature]
1.9.06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-63
Location Plan
Existing Residential
Unit 213

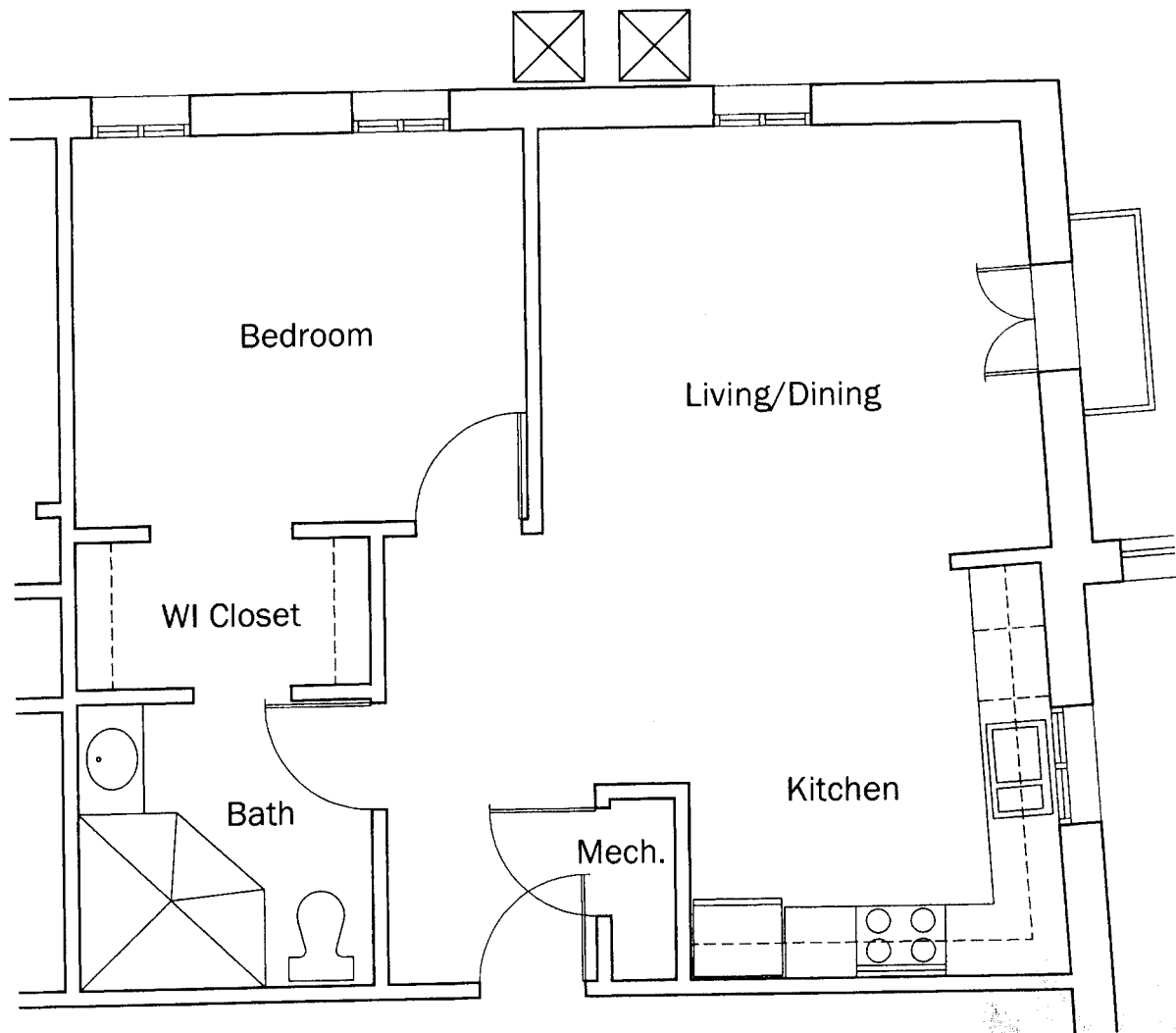
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

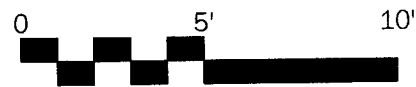
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-64
Floor Plan
Existing Residential
Unit 214

Prepared by

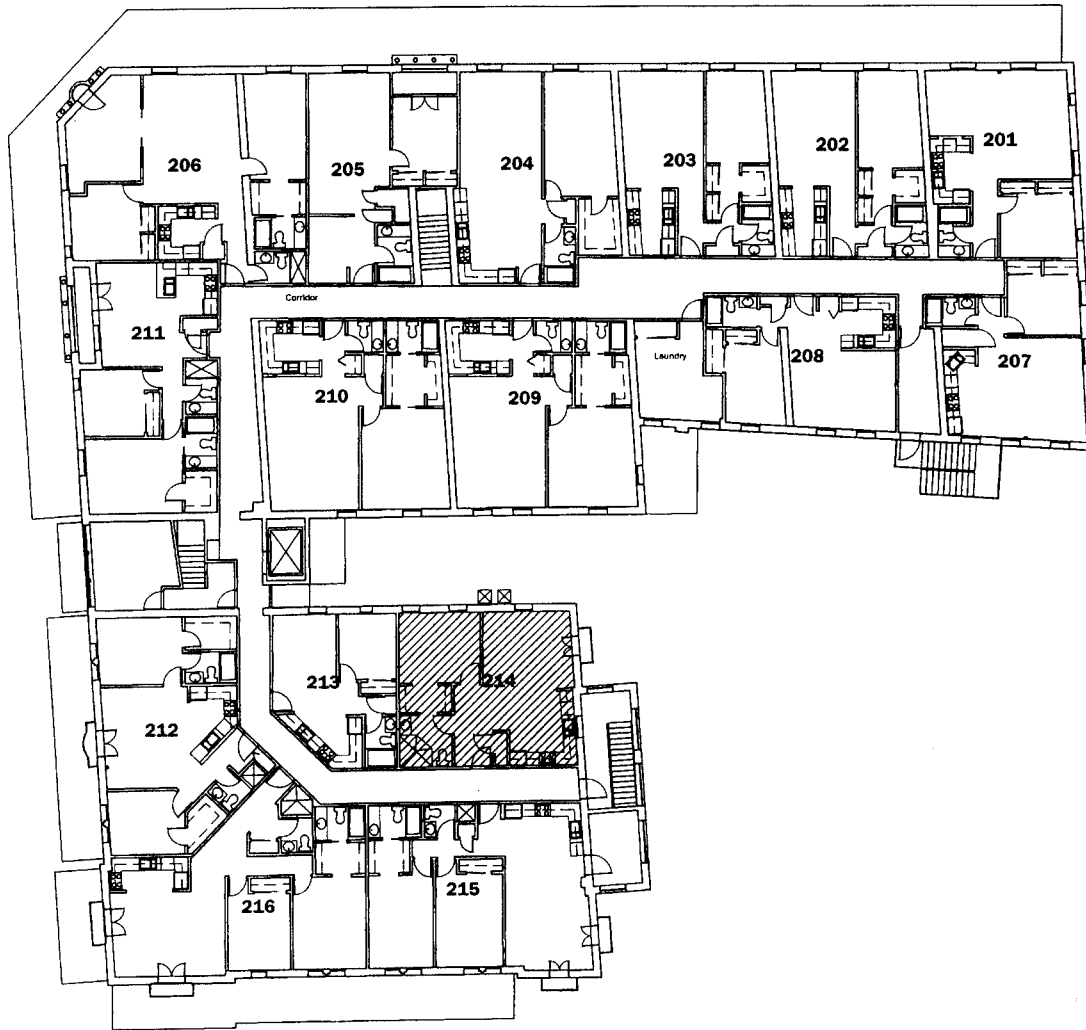
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 9'-7"
Unit Area: 657 sf
Scale: 3/16"=1'-0"



12-19-05

Hendry
12.9.06



B-65

Location Plan
 Existing Residential
Unit 214

Project
 Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

Owner
 John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

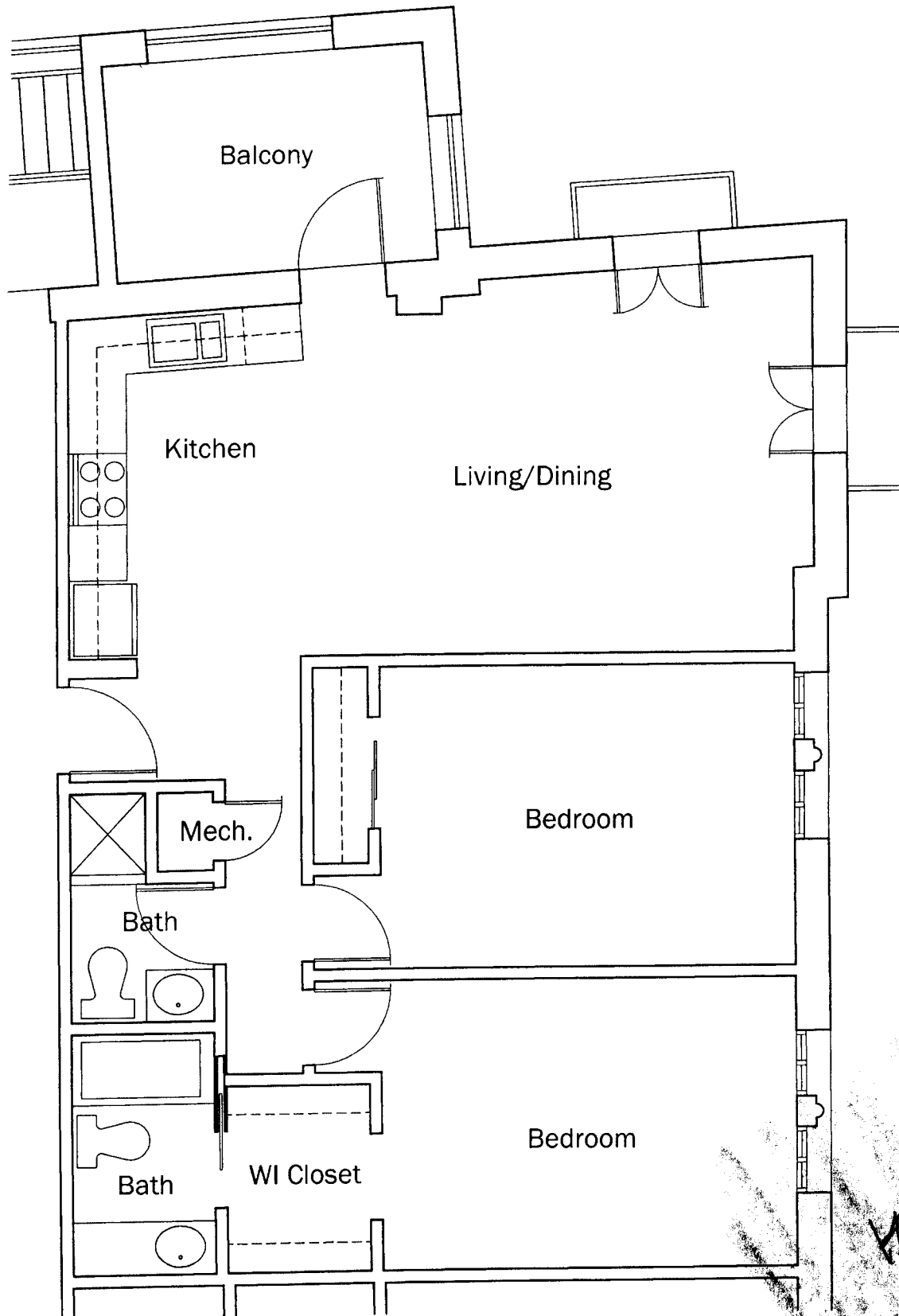
Prepared by
 Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Ken Aug
 1.9.06

Scale: 1" = 30'



12-19-05



Handwritten signature and date:
 [Signature]
 12.06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

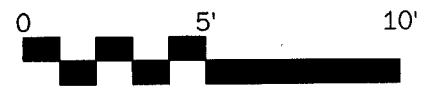
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

Floor Plan B-66
Existing Residential
Unit 215

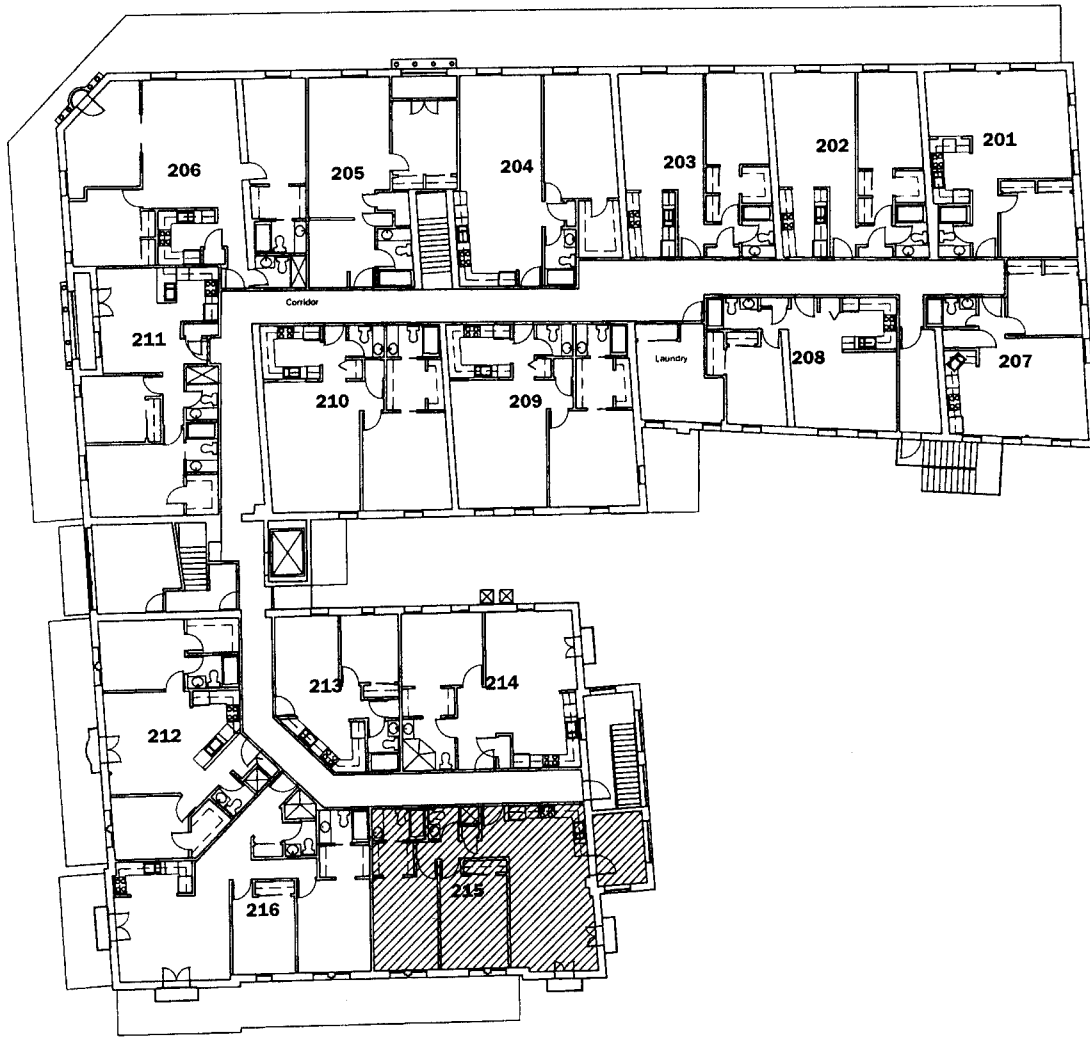
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 9'-7"
Unit Area: 866 sf
Balcony Area: 87 sf
Scale: 3/16"=1'-0"



12-19-05



Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B-67

Location Plan
Existing Residential
Unit 215

Prepared by

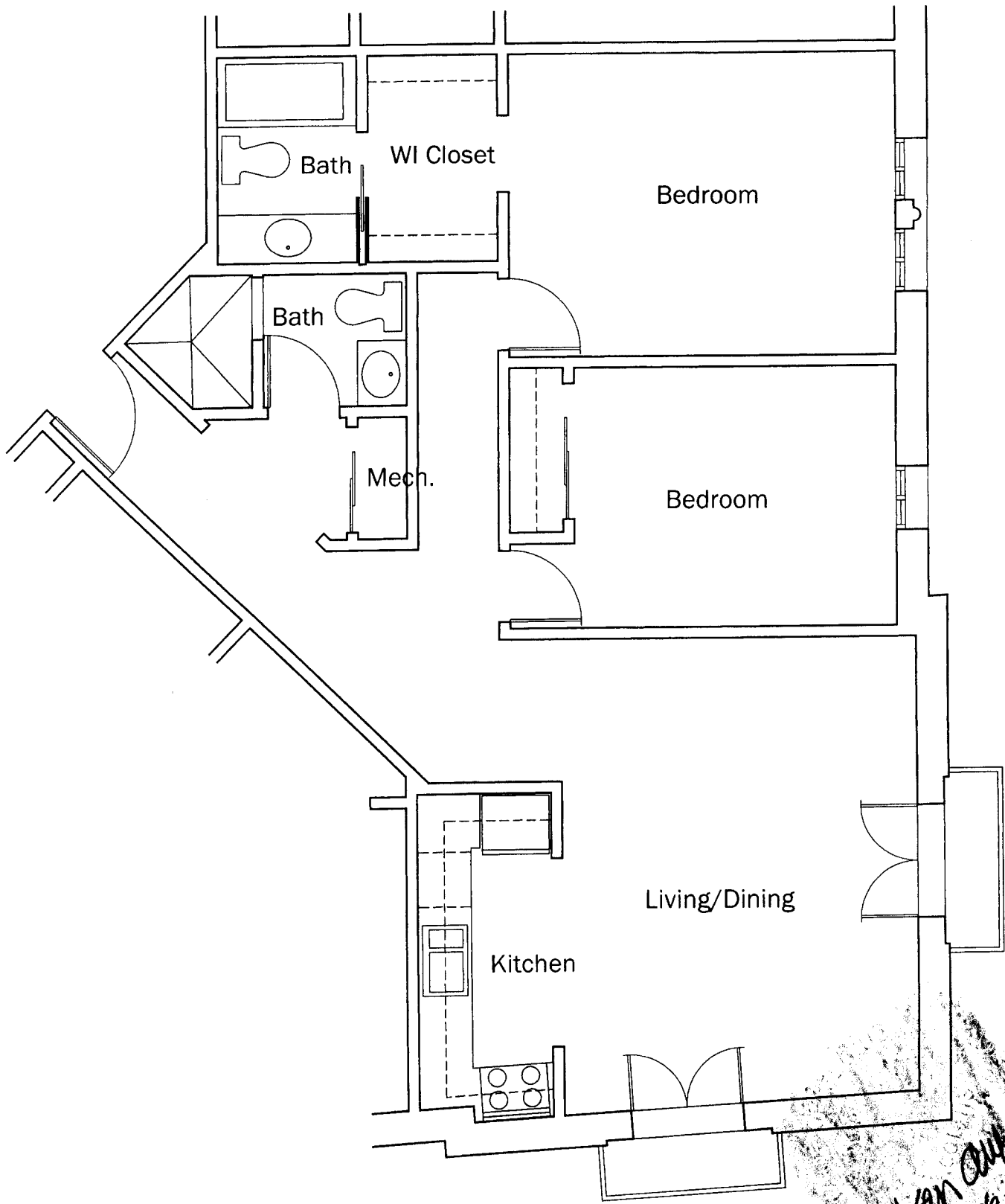
Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Ken Ains
1.9.05

Scale: 1" = 30'



12-19-05



Ken Cuyler
1/9/06

Project

Patio de Leon Condominiums
2224-2236 First Street &
1502-1520 Hendry Street
Fort Myers, Florida 33901

Owner

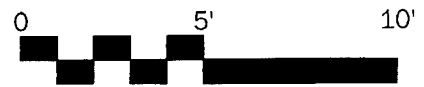
John M. Morgan, Trustee of the
Patio de Leon Land Trust
1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

B - 6g
Floor Plan
Existing Residential
Unit 216

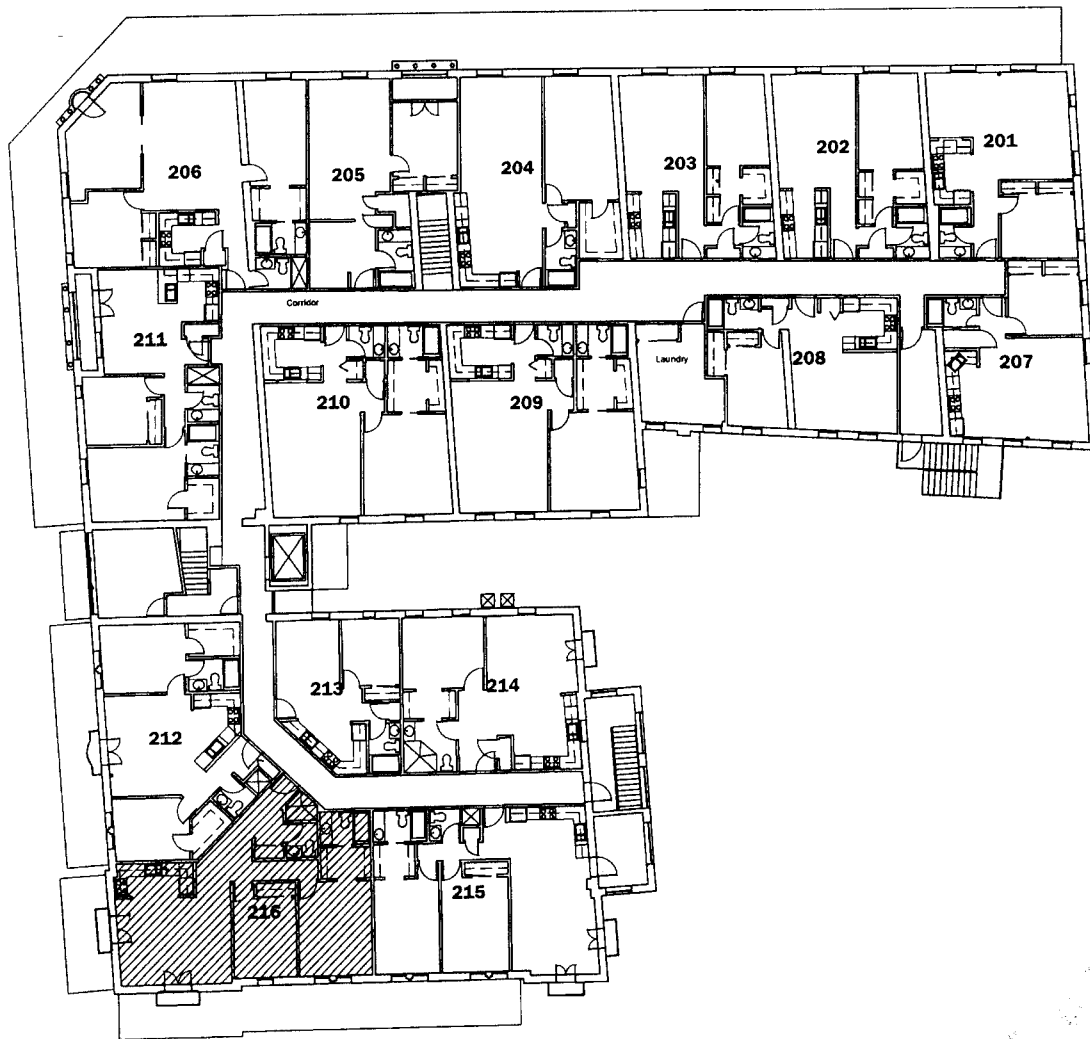
Prepared by

Architecture One, Inc.
6361 Corporate Park Circle, Suite 3
Fort Myers, Florida 33912

Unit height: 9'-7"
Unit Area: 923 sf
Scale: 3/16"=1'-0"



12-19-05



B-69

Location Plan
 Existing Residential
Unit 216

Project

Patio de Leon Condominiums
 2224-2236 First Street &
 1502-1520 Hendry Street
 Fort Myers, Florida 33901

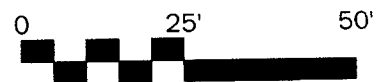
Owner

John M. Morgan, Trustee of the
 Patio de Leon Land Trust
 1422 Hendry Street, Suite 304
 Fort Myers, Florida 33901

Prepared by

Architecture One, Inc.
 6361 Corporate Park Circle, Suite 3
 Fort Myers, Florida 33912

Scale: 1" = 30'



12-19-05

Morgan
 12-19-05

Exhibit "C"

BYLAWS OF
PATIO DE LEON I CONDOMINIUM
A CONDOMINIUM PURSUANT TO THE
FLORIDA CONDOMINIUM ACT

Article One
Plan of Unit Ownership

Section One. Unit ownership. The condominium, located at Hendry Street and First Street, Fort Myers, County of Lee, State of Florida 33901, and known as PATIO DE LEON I CONDOMINIUM, was submitted to the provisions of Chapter 718 of the Condominium Act, by declaration recorded simultaneously herewith in the office of the County recording officer of the County of Lee, State of Florida.

Section Two. Applicability to property. The provisions of these bylaws are applicable to the condominium, which term includes the land, the building(s) and all other improvements on it, all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it.

Section Three. Applicability to persons. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner will be subject to these bylaws, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property attached as Exhibit "A" and incorporated by reference.

Acquisition, rental, or occupancy of any unit in the condominium will be sufficient to signify acceptance and ratification of the provisions of the above instruments, and an agreement to comply with them.

Section Four. Office. The office of the condominium and of the board of administration shall be located at 1422 Hendry Street, Suite 304, Fort Myers, Florida 33901.

Article Two
Board of Administration

Section One. The association and board of administration. The affairs of the condominium shall be administered and managed by an association of unit owners organized as a Florida corporation not for profit, having the name PATIO DE LEON I CONDOMINIUM ASSOCIATION, INC. and hereinafter called the "association." All power and authority of the association shall be exercised through its board of directors, to be known as the "board of administration," consisting of three (3) members.

Section Two. Composition of board of administration. Members of the board of administration shall be designated by John M. Morgan, Trustee, hereinafter called "developer," or elected by unit owners as follows:

(a) Until fifty percent (50%) percent of the units that will eventually be operated by the association are owned by unit owners other than developer, and thereafter until successors shall have been elected by unit owners, the board of administration shall consist of such of directors as developer shall from time to time designate.

(b) Then, in an election by unit owners as provided by law and in these bylaws, unit owners other than developer shall elect one (1) member of the board, and an equal number of the members previously designated by developer shall resign.

(c) The unit owners' representation on the board specified above shall continue until an election, as provided by law and in these bylaws, after the earliest of (1) the date three (3) years after sales by developer of fifty per cent (50%) of the units in the condominium have closed; or (2) the date three (3) months after sales by developer of ninety per cent (90%) of the units in the condominium have closed, or (3) the date when all the units have been completed, some of them have been sold, and no unsold units are being offered for sale by developer in the ordinary course of business. At such election, and in all subsequent elections, the unit owners shall elect the members of the board corresponding to the aggregate voting power of unit owners.

(d) Developer shall be entitled to elect at least one (1) member of the board for so long as developer holds any units in the condominium for sale in the ordinary course of business.

Persons elected to the board of administration by unit owners other than developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

Section Three. Powers and duties. The board of administration will have the powers and duties necessary for the administration of the affairs of the condominium, and may do all acts and things as are not by law, by the declaration, or by these bylaws directed to be exercised and done by the owners. The powers and duties to be exercised by the board of administration include, but are not be limited to, the following:

(a) Care, upkeep, maintenance, and operation of the common elements.

(b) Determination, assessment, and collection of funds to defray common expenses of the condominium.

(c) Entering into contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally.

(d) Maintenance of detailed, written, and accurate records of receipts and disbursements arising from the operation of the property, which records, together with vouchers accrediting entries made therein, will be made available for examination by unit

owners at convenient hours on working days.

(e) Authorization and prosecution of suits to foreclose liens for nonpayment of common charges, or to recover money judgments for unpaid common charges, on behalf of the association.

(f) Authorization and prosecution of actions or proceedings on behalf of two or more unit owners concerning a matter related to the common elements of two or more units.

(g) Employment and dismissal of personnel necessary or appropriate for the maintenance and operation of the property, the common elements.

(h) Adoption and amendment of rules and regulations, not inconsistent with these bylaws, covering the details of operation and use of the property.

(i) Establishment of bank accounts in the name of the condominium, and authorization of signatories therefor.

(j) Purchasing, leasing, or otherwise acquiring in the name of the board of administration, or its designee, corporate or otherwise, on behalf of the unit owners, units offered for sale, lease, or surrender by their owners to the board of administration.

(k) Organizing corporations to act as designees of the board of administration in acquiring title to or leasing units on behalf of all unit owners.

(l) Leasing of stores, professional offices, and, parking spaces, and granting of vending machine licenses.

(m) Procuring of insurance for the condominium property, including the units thereof, as herein set forth.

(n) Contracting for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with the provisions of these bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(o) Employment of a managing agent and/or manager at reasonable compensation to perform duties authorized by the board of administration. However, the board will not delegate to any managing agent or manager any of the powers set forth in subsections (b), (e), (f), (h), (i), and (k) of this section.

Section Four. Election and terms of office. At the first annual meeting of unit owners, the terms of office of the board of administration will be fixed as follows: The terms of office of one member will be set at three years; the terms of office of one member will be set at two years; and the terms of office of one member will be set at one year. At the expiration of the initial term of office of each board member, his or her successor will be elected to serve for a term of three years. Board members will hold office until their successors have been elected and hold their first meeting.

Section Five. Vacancies. Vacancies in the board of administration caused by any reason other than the removal of a board member by a vote of the unit owners will be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum. Each person so elected will hold office until a successor is elected at the next annual meeting of unit owners.

Section Six. Removal of board members. At any regular or special meeting duly called, any one or more members of the board of administration may be removed with or without cause by a majority of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any board member so elected will serve for the unexpired term of the member's predecessor in office.

Section Seven. Organizational meeting. The first meeting of the board of administration will be held within 30 days after the first annual meeting of the unit owners at which board members are elected and at a place as may be fixed by the board. No notice will be necessary to the newly elected board of administration in order legally to constitute the meeting, provided a majority of the board is present.

Section Eight. Regular meetings. Regular meetings of the board of administration may be held at such times and places as are determined by the board. However, at least one meeting will be held during each calendar year. Notice of each regular meeting of the board will be given to each board member personally, or by mail, telephone or telegraph, at least 30 days prior to the date set for the meeting. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Any meeting at which non-emergency special assessments or amendments to rules regarding unit use, will be considered, shall require not less than fourteen (14) days notice prior to the meeting.

Section Nine. Special meetings. Special meetings of the board of administration may be called by the president, and will be called by the president or secretary on the written request of at least one board members, on 30 days' notice to each board member, given personally, or by mail, telephone or telegraph. Any such notice will state the time, place, and purpose of the meeting.

Section Ten. Meetings open to unit owners. All meetings of the board of administration shall be open to all unit owners. Notice of each meeting, including an

identification of agenda items, will be posted at 2230 First Street, Fort Myers, Florida 33901 at least 48 hours before the meeting.

Section Eleven. Waiver of notice. Any board member may at any time waive notice of any meeting of the board of administration in writing, and any written waiver will be deemed equivalent to the giving of the notice required herein. Attendance by any board member of any meeting of the board will constitute a waiver by that member of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice will be required, and any business may be transacted at any such meeting.

Section Twelve. Quorum; adjournments. At all meetings of the board of administration, a majority of the board will constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present will constitute the acts of the board of administration. If at any meeting of the board of administration less than a quorum is present, a majority of those present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section Thirteen. Minutes. Minutes shall be taken at all meetings of the board of administration. Copies of the minutes shall be available for inspection at the office of the association by unit owners and board members at all reasonable times. A book or books of minutes of all meetings of the Board of Directors shall be retained by the Association for a period of not less than seven (7) years.

Section Fourteen. Fidelity bonds. The board of administration shall require that all officers and employees of the condominium handling or responsible for condominium funds furnish adequate fidelity bonds. The premiums on such bonds will constitute a common expense.

Section Fifteen. Compensation. No member of the board of administration will receive compensation from the condominium for acting as such, but by resolution of the board of administration, a fixed fee and expenses of attendance may be allowed for attendance at each regular and special meeting. Nothing herein contained will be construed to preclude any board member from serving the unit owners or the board of administration in any other capacity and receiving compensation for those services.

Section Sixteen. Liability of board of administration. Members of the board of administration will not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor will members of the board of administration be personally liable with respect to any contract made by them on behalf of the unit owners, and the owners will indemnify the board of administration and each member of it against all contractual liability to third parties arising out of contracts made by the board of administration on behalf of the condominium. However, such

indemnification will not extend to any contract made in bad faith or contrary to the provisions of the declaration, or of these bylaws. The liability of each unit owner arising out of any contract made by the board of administration or out of the indemnification of the members of the board of administration will be the proportion of the total liability that the unit owner's interest in the common elements bears to the interests of all unit owners in the common elements. Every agreement made by the board of administration or by any managing agent or manager employed by the board of administration on behalf of the unit owners will provide that the members of the board of administration, or the managing agent or manager, as the case may be, are acting only as agents for the unit owners, and will have no personal liability thereunder except as unit owners. Agreements will further provide that each unit owner's liability thereunder is limited to the proportion of the total liability thereunder that his or her interest in the common elements bears to the interests of all unit owners in the common elements.

Article Three Unit Owners

Section One. Membership. Each unit owner will, automatically on becoming an owner, become a member of the association, herein sometimes called the unit owners, and will remain a member until such time as his or her ownership ceases, at which time his or her membership in the association will likewise cease.

Section Two. Annual meetings. Within 30 days after units representing fifty percent (50%) or more in common interest have been sold by developer and conveyed to the owner, developer will notify all unit owners thereof, and the first annual meeting of the unit owners will be called by the president to be held within 30 days thereafter. At such meeting, officers and directors of developer holding office as members of the board of administration will resign, and all unit owners, including developer, will elect a new board of administration. Thereafter, annual meetings of the unit owners will be held on the first Monday in February of each succeeding year. At such meetings there will be elected by ballot of the owners a board of administration in accordance with the requirements of Section Three of Article Two of these bylaws. The owners may also transact such other business of the condominium as may properly come before the meeting.

Section Three. Special meetings. The president may, and will if directed by resolution of the board of administration or by petition signed and presented to the secretary by unit owners owning a total of at least fifty percent (50%) of the common interest, call a special meeting of the unit owners. The notice of any special meeting will state the time and place of the meeting, and the intended purpose. No business will be transacted at a special meeting except as stated in the notice unless by consent of fifty percent (50%) of the common interest of owners present, either in person or by proxy.

Section Four. Place of meetings. Meetings of unit owners will be held at the principal office of the condominium, or at such other suitable place convenient to the

owners as may be designated by the board of administration.

Section Five. Notice of meetings. It will be the duty of the secretary to mail a notice of each annual or special meeting, stating its purpose, time, and place, to each unit owner, at the address last furnished the association, at least fifteen (15) days prior to the meeting. The mailing of a notice in the manner provided in this section will be considered notice served. Notice of the annual meeting shall be posted at 1422 Hendry Street, Suite 304, Fort Myers, Florida 33901 at least fifteen days (15) days prior to the annual meeting.

Section Six. Quorum; majority of unit owners defined. At all meetings of the unit owners, a majority of unit owners will constitute a quorum for the transaction of business, and the acts of those unit owners entitled to exercise fifty-one percent or more of the total voting power of those unit owners present at a meeting at which a quorum is present will bind all unit owners for all purposes except those for which the approval of a higher percentage is required by these bylaws, by the declaration, or by law. If, at any meeting of unit owners, there is less than a quorum present, a majority of those owners entitled to exercise fifty-one percent of the total voting power of those unit owners present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. As used in these bylaws, the term "majority of unit owners" will mean those owners holding fifty-one percent in the aggregate in both common interest and in the number of units.

Section Seven. Order of business. The order of business at all meetings of the unit owners will be as follows:

- (a) Collection of Election Ballots Not Yet Cast
- (b) Roll call.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading of minutes of preceding meeting.
- (e) Reports of officers.
- (f) Report of board of administration.
- (g) Reports of committees.
- (h) Election of inspectors of election (when appropriate).
- (i) Election of members of board of administration (when required).
- (j) Unfinished business.
- (k) New business.

Section Eight. Voting. The owner or owners of each unit, or some person appointed by such owner or owners to act as proxy on his or her or their behalf, will be entitled to cast the vote appurtenant to each such unit at all meetings of the unit owners. The appointment of any proxy will be made in a writing filed with the secretary, and will be revocable at any time by notice in writing to the secretary. Voting will be on a percentage basis. The percentage of the vote to which an owner is entitled will be the percentage or the sum of the percentages assigned to the unit or units owned by him or her as set forth in the declaration.

Section Nine. Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the office of the association by unit owners and members of the board of administration at all reasonable times. A book or books of minutes of all meetings of the Unit Owners shall be retained by the Association for a period of not less than seven (7) years.

Section Ten. Title to units. Title to units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants-in-common, or any other joint estate recognized under Florida law, or in the name of a corporation, a partnership, or a fiduciary.

Section Eleven. Unit Owner Inquiries. When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

Article Four Officers

Section One. Designation. The principal officers of the association will be a president, a vice president, a secretary, and a treasurer, all of whom will be elected by the board of administration. The board may also appoint one or more assistant vice presidents, an assistant treasurer, an assistant secretary, and such other officers as in its judgment may

be necessary.

Section Two. Election of officers. The officers of the association will be elected annually by the board of administration at the organizational meeting of each new board, and will hold office at the pleasure of the board.

Section Three. Removal of officers. On the affirmative vote of a majority of the members of the board of administration, any officer may be removed, with or without cause, and his or her successor may be elected at any regular meeting of the board of administration, or at any special meeting of the board called for that purpose.

Section Four. President. The president will be the chief executive officer of the association. He or she will preside at all meetings of the board of administration and of unit owners. He or she will have all general powers and duties that are incident to the office of president of a not for profit corporation organized in Florida, including, but not limited to the power to appoint committees from among the owners as he or she may deem appropriate to assist in the conduct of the affairs of the association.

Section Five. Vice president. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the board of administration will appoint some other member of the board to do so on an interim basis. The vice president will also perform such other duties as may from time to time be imposed upon him or her by the board of administration.

Section Six. Secretary. The secretary shall keep the minutes of all meetings of the board of administration and of the unit owners; he or she will have charge of such books and papers as the board of administration may determine; and he or she will, in general, perform all duties incident to the office of secretary of a corporation not for profit organized under the laws of the State of Florida.

Section Seven. Treasurer. The treasurer shall have responsibility for the funds and securities of the condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the board of administration or managing agent, in such depositories as may from time to time be designated by the board of administration, and will, in general, perform all duties incident to the office of treasurer of a corporation not for profit organized under the laws of the State of Florida.

Article Five Operation of Property

Section One. Determination of common charges. The board of administration will

from time to time, and at least annually, prepare a budget for the condominium. This budget will include projections of common expenses, common revenues (from sources other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners as provided in the declaration.

As used in these bylaws, the term "common expenses" or "common charges" shall mean expenses or charges for the association and condominium for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

- (a) All expenses of administration of the association.
- (b) Management fees.
- (c) All expenses for maintenance, repair, and replacement of the common elements.
- (d) Rent for recreational and other commonly used facilities.
- (e) Taxes upon association property.
- (f) Taxes upon leased areas.
- (g) Insurance premiums on all policies of insurance obtained by the board of administration, managing agent, or manager.
- (h) Security expenses.
- (i) Working capital reserve.
- (j) General operating reserve.
- (k) Repair and replacement reserve.
- (l) Reserve for deficits accrued in prior years.
- (m) Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at a trustee's sale or at foreclosure or other judicial sale.
- (n) Utility expenses for water and gas, and related sewer rents.
- (o) Utility expenses for electricity serving the common elements, other than leased portions thereof which will be separately metered.
- (p) All other amounts that the owners may agree upon or that the board of administration may deem necessary or appropriate for the operation, administration, and maintenance of the condominium.
- (q) All other amounts designated common expenses by the declaration, by these bylaws, or by law.

The board of administration will furnish copies of the budget on which the allocations and assessments of common charges are based to all unit owners and mortgagees.

Section Two. Collection of assessments. The board of administration will assess common charges against the unit owners from time to time, and at least annually, and will advise each unit owner in writing of the amount of common charges payable by him or her. If any common charge remains unpaid for more than thirty (30) days from the date due, the board of administration will take prompt action to collect the same.

Section Three. Common surplus. If in any taxable year, the net income of the unit owners from assessments and all other sources except casualty insurance proceeds and other non-recurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the board of administration, the excess will be returned forthwith to unit owners, the share of each being in proportion to the amount of assessments for common expenses paid by him or her within the taxable year.

Section Four. Liability for assessments. All unit owners are obligated to pay the common charges assessed by the board of administration at such times as the board may determine. No unit owner may exempt himself or herself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his or her unit. On the voluntary sale or conveyance of an unit, all unpaid assessments against the seller for common expenses shall first be paid from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except (1) assessments, liens, and charges in favor of the state or any political subdivision thereof for taxes past due and unpaid on the unit, or (2) amounts due under mortgage instruments duly recorded. Any payment by a purchaser will be without prejudice to the right of the purchaser to recover over from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser or mortgagee will be entitled to a statement from the board of administration setting forth the amount of unpaid common charges due the association from any seller, and will be entitled to rely on the statement. Such purchaser or mortgagee will not be liable, nor will the subject unit be subject to a lien, for any unpaid common charges in excess of the amount set forth in such statement.

A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title.

The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due prior to the mortgagee's acquisition of title is limited to the lesser of (i) The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (ii) One (1%) percent of the original mortgage debt.

Section Five. Default in payment of common charges. In the event an unit owner fails for thirty (30) days following the due date, to pay to the board of administration the common charges assessed against his or her unit, such unit owner will be deemed in default, and will be obligated to pay interest at the maximum legal rate on the common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the board of administration in any proceeding brought to collect the same, or to foreclose the lien for nonpayment thereof.

Section Six. Foreclosure of liens for unpaid common charges. It will be the right and duty of the board of administration to attempt to recover unpaid common charges, together with interest thereon, and expenses of the proceeding, including reasonable attorneys' fees, by an action brought against any unit owner in default on his or her obligation to pay the same, or, upon approval by seventy five percent (75%) of the unit owners, by foreclosure of the lien on any unit in respect to which such default has occurred. Any such lien may be foreclosed in the same manner as a mortgage on real property. In any such foreclosure the unit owner will be required to pay reasonable rental for the unit for the period beginning on the date notice of default is first served and ending on the date of sale; and the board of administration, as plaintiff in such foreclosure, will be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid common charges will be maintainable without foreclosing or waiving the lien securing the same, and foreclosure will be maintainable notwithstanding the pendency of a suit to recover a money judgment.

Section Seven. Maintenance and repair.

(a) Each owner will promptly perform all maintenance and repair work within his or her own unit, which if omitted would affect any common element, any portion of the property belonging to other owners, or the condominium as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may cause.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, will be the responsibility of the board of administration and will be charged to all unit owners as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case such expenses will be the responsibility of and will be charged to such individual unit owners.

(c) Each unit owner will be responsible for and reimburse the association for any expenditures incurred in repairing or replacing any common element damaged through his or her fault.

Section Eight. Uses of units.

(a) Units 101 through 109 will be used by their respective owners only for commercial purposes allowed pursuant to the applicable zoning and any other laws governing the use of commercial property and for no other purpose whatsoever.

(b) Units 201 through 216 will be used by their respective owners only for single family residential purposes allowed pursuant to the applicable zoning and any other laws governing the use of commercial property and for no other purpose whatsoever.

(c) Units may be subdivided or combined to maximize a unit owners commercial use of the unit.

(d) Tenants will exercise extreme care about making noises or playing music which may disturb other tenants. Tenants of units 101 through 109 may not keep domestic animals on premises for security purposes or otherwise.

(e) Tenants shall not display merchandise or advertising material from or on the facades of the building. Notwithstanding the foregoing, any unit owner may display one portable, removable United States flag in a respectful way.

(e) Throwing garbage or trash outside disposal installations provided for such purposes is prohibited.

(f) No owner, tenant, or lessee will install wiring for any electrical or telephone installation, television antenna, air-conditioning unit, or machine of any kind, on the exterior of the project which protrudes through the walls or the roof of the project except as authorized by the board of administration.

(g) Owners will not take or cause to be taken within their units any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all unit owners who might be affected.

(h) Owners will not permit anything to be done or kept in their units that would increase the rate of fire insurance thereon or on the condominium as a whole.

(i) No immoral, improper, offensive, or unlawful uses will be made of condominium property or any part thereof, and each unit owner, at his or her own expense, will comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his or her unit.

Section Nine. Modifications by unit owners. No unit owner will make any structural addition or alteration in or to his or her unit without the prior written consent of the board of administration. On request by any unit owner for approval of a proposed addition or alteration, the board of administration will answer the same within thirty (30) days after receipt thereof, and failure to do so within the stipulated time will constitute a consent. Any application to any governmental authority for a permit to make any addition or alteration in or to any unit will be executed by the board of administration only. However, neither the board nor any member thereof will be liable to any contractor, subcontractor, or

materialman, or to any person claiming injury to person or property as a result of such addition or alteration or the construction thereof. The provisions of this section will not apply to units owned by developer until the units have been initially sold by developer and paid for.

Section Ten. Right of entry. Each unit owner will grant to the manager, managing agent, or other person or persons authorized by the board of administration, a right of entry to correct any condition threatening his or her unit or originating in his or her unit and threatening another unit or a common element; to install, alter, or repair mechanical or electrical services or other common elements located in his or her unit or elsewhere; and to correct any condition which violates the provisions of any mortgage secured by any other unit. Requests for entry will be made in advance and will be scheduled for times convenient to the owner except that in case of emergencies, right of entry will be immediate, and will exist whether the unit owner is present at the time or not.

Section Eleven. Use of common elements. Unit owners will not place or cause to be placed in any area comprising either general or limited common elements, any packages or objects of any kind without authorization from the board of administration. Such areas will be used for no other purpose than for normal transit through them.

Section Twelve. Modifications by board of administration. Any additions or alterations in or to the common elements costing \$5,000.00 or less may be made by the board of administration without approval of the unit owners or of unit mortgagees, and the costs thereof will be treated as common expenses. Whenever in the judgment of the board of administration, the common elements require additions or alterations costing in excess of \$5,000.00, the making of such additions or alterations will require approval by a majority of unit owners, and by those mortgagees holding first mortgages on 50% or more units. After approval has been obtained, the board of administration will proceed with the additions or alterations, and the costs will be treated as common expenses.

Section Thirteen. Repair or reconstruction. In the event of any damage to or destruction of any improvements on the condominium property or any part thereof, including any unit therein, but excluding furniture, fixtures, decorations, equipment or personal property installed or placed therein by unit owners or to any common element or elements or any part thereof, such improvements or common elements will be promptly repaired and restored by the board of administration using the proceeds of any insurance procured and maintained as herein provided. If the proceeds are inadequate to cover the cost of repair and restoration, unit owners directly affected by the damage or destruction will be assessed therefor on an equitable basis according to the benefit to be derived by them from such repair and restoration. If any one or more of those comprising a minority of unit owners refuses to pay such assessments, on proper resolution setting forth the circumstances of the case, the majority may proceed with the repair or restoration at the expense of the unit owners to be benefited thereby. However, if 50% percent or more of the building is destroyed or substantially damaged, as shall be determined by the unit owners, unless

otherwise unanimously agreed upon by the unit owners; the board of administration will proceed to realize on the salvage value of the portion of the condominium property damaged or destroyed, by sale or otherwise, and will collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the property, together with the proceeds of any insurance, after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, will be considered as one fund, and will be divided among unit owners directly affected by the damage or destruction or their mortgagees, as their interests may appear, in accordance with the percentages of their common interest as set forth in the declaration.

Section Fourteen. Fire and extended coverage insurance. The board of administration, or the managing agent or manager, as the case may be, will obtain and continue in effect insurance for the full insurable value of the improvements constituting the condominium, against loss by fire and other casualties normally covered under broad-form fire and extended coverage insurance as written in Florida, covering all general and limited common elements, all structural portions of the condominium property, and all units, but not including furniture, fixtures, decorations, equipment, or personal property installed or placed therein by unit owners, in an amount satisfactory to mortgagees holding first mortgages on 50% or more units but in any event not less than 100% percent of the assessed value thereof. The premiums for such insurance will be a common expense to be paid by monthly assessments levied by the board of administration.

Section Fifteen. Liability insurance. The board of administration or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the general and limited common elements in such amounts, satisfactory to mortgagees holding first mortgages on 50% or more units, as will be determined by the board of administration. The premiums for the insurance will be a common expense to be paid by monthly assessments levied by the board of administration.

Section Sixteen. Beneficiaries of insurance. All policies of insurance herein required to be obtained will be written in the name of the unit owners. Even though not named in such policies, however, each unit owner and his or her mortgagee or mortgagees, if any, will be a beneficiary in the percentage assigned to his or her respective unit in the declaration.

Section Seventeen. Right of owners to insure units. Any insurance procured or maintained by the board of administration, or managing agent or manager, as the case may be, will be without prejudice to the right of each unit owner to procure and maintain such unit insurance as he or she sees fit.

Section Eighteen. Rules and regulations. Rules and regulations concerning the use of the common elements and of individual units may be promulgated and amended from time to time by the board of administration with the approval of a majority of unit owners. Copies of all rules and regulations will be furnished by the board of administration to each

unit owner prior to their effective date. Initial rules and regulations, which will be effective until amended by the board of administration with the approval of a majority of unit owners, are shown in attached Exhibit "B" and incorporated by reference.

Section Nineteen. Abatement of violations. Violation of any provision of the declaration, of these bylaws, or of any rule or regulation adopted pursuant hereto, will give the board of administration, acting on behalf of all unit owners, the right, in addition to any other rights set forth herein:

(a) To enter any unit in or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting such violation or breach; and the board of administration will not be deemed guilty of trespass in so doing; or

(b) To enjoin, abate, or remedy the continuance of such violation or breach by appropriate legal proceedings, or to bring an action for recovery of damages.

Section Twenty. Arbitration. In the event of internal disputes arising from the operation of the condominium among unit owners, associations, agents and assigns, there shall be mandatory nonbinding arbitration conducted by the Division of Florida Land Sales and Condominiums of the Department of Business Regulation. The decision of the arbitrator shall be final. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo unless the parties have agreed that the arbitration is binding. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence in the trial de novo.

Section Twenty One. Signs. Owners may affix and maintain upon the glass panes and supports of the show windows only such signs, names, insignia, trademarks, and descriptive material as shall have first received the written approval of the Board of Administration or comply with signage guidelines established by the Board of Administration as to type, size, color, location, copy nature and display quality, which approval shall not be unreasonably withheld. Owners shall have the right to place one sign on the facade of the common elements adjacent to their unit as shall have first received the written approval of the Board of Administration as to type, size, color, location, copy nature and display quality, which approval shall not be unreasonably withheld.

Section Twenty-Two. Window Treatment. Window treatments in units 201 through 216 shall be approved by the Board of Administration as to type, size, color, style. The intent of this restriction on use shall be to enhance the overall appeal and value of the units.

Article Six
Mortgages

Section One. Notice of encumbrance. An owner who mortgages his or her unit will,

within 30 days after such mortgage has been executed, notify the manager, managing agent, or secretary of the association of the name and address of his or her mortgagee beneficiary; and the secretary will maintain such information in a book entitled "Mortgagees of Units."

Section Two. Payment of assessments. No unit owner will be permitted to convey, mortgage, pledge, sell, or lease his or her unit unless and until he or she has paid in full to the board of administration all unpaid charges theretofore assessed against his or her unit, and until he or she has satisfied all unpaid liens for assessments against his or her unit other than mortgage liens.

Section Three. Notice of unpaid assessments. The secretary of the association will, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

Section Four. Notice of default. Upon giving notice to a unit owner of a default, whether in payment of common charges or otherwise, the board of administration will send a copy of the notice to each holder of a mortgage secured by the unit, whose name and address appears in the book entitled "Mortgagees of Units."

Section Five. Inspection of books. Unit owners and mortgagees covering units will be permitted to inspect the books of account of the condominium at reasonable times during business hours.

Article Seven Sales and Leases of Units

Section One. Compliance with article. No unit owner may sell or lease his or her unit or any interest therein except by complying with the provisions of this article.

Section Two. Severance of ownership. Any sale of a unit must include the sale of the undivided interest in the common elements appurtenant to that unit; and the interest of the seller in any other assets of the condominium (collectively referred to herein as appurtenant interests). No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which the interests are appurtenant; or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all units. Any deed, mortgage, or other instrument purporting to affect a unit or one or more appurtenant interests without including all such interests will be deemed to include the interest or interests that were omitted; it being the intention hereof to prevent any severance of combined ownership of units and their appurtenant interests.

Section Three. Approval of Sale by the Board of Administration. Any sale of a unit shall be approved by the Board of Administration. The proposed sale shall be submitted to the Board of Administration in writing and the Board of Administration shall respond with

fifteen (15) days of receipt of written notice thereof. The Board of Administration shall consider the intended use of the unit by the proposed purchaser and the economic or commercial impact such use would have on other tenants or owners in the condominium. The Board of Administration shall not unreasonably withhold approval of any proposed sale.

Section Four. Approval of Lease by the Board of Administration. Any lease of a unit shall be approved by the Board of Administration. The proposed lease shall be submitted to the Board of Administration in writing and the Board of Administration shall respond with fifteen (15) days of receipt of written notice thereof. The Board of Administration shall consider the intended use of the unit by the proposed tenant and the economic and commercial impact such use would have on other tenants or owners in the condominium. The Board of Administration shall not unreasonably withhold approval of any proposed lease.

Article Eight Eminent Domain

Section One. Condemnation of common elements. If all or any part of the general or limited common elements is taken, injured, or destroyed by eminent domain, each unit owner will be entitled to participate, through the association, in the proceedings incident thereto. However, any damages shall be for the taking, injury, or destruction as a whole, and will be collected by the board of administration. If those unit owners entitled to exercise fifty percent (50%) or more of the total voting power of the association duly and promptly approve the repair and restoration of the general or limited common elements, the board of administration will contract for repair and restoration, and will disburse the proceeds of the award in appropriate progress payments to contractors engaged in repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of the expense over the proceeds will be treated as a common expense or limited common expense. In the event that those unit owners entitled to exercise a majority or more of the total voting power of the council do not duly and promptly approve the repair and restoration of the common elements, the net proceeds will be divided by the board of administration among all unit owners in proportion to their respective general or limited common interests, as the case may be, paying out of the share of each unit owner the amount of any unpaid liens on his or her unit, in the order of priority of the liens.

Section Two. Condemnation of units. If all or any part of any unit or units, other than the undivided interest or interests in the general and limited common elements appurtenant thereto, is taken, injured, or destroyed by eminent domain, each unit owner so affected will be entitled to participate directly in the proceedings incident thereto. Any damages will be payable directly to the unit owner or owners.

Article Nine Records

Section one. Records; certification by certified public accountants. The manager, managing agent, and board of administration will keep detailed records of all actions of the manager, managing agent, and board of administration, as well as minutes of the meetings of the board of administration, minutes of the meetings of the unit owners, and financial records and books of account for the condominium, including a chronological record of all receipts and disbursements. A separate account will also be kept for each unit containing, among other things, the amount of each assessment against the unit, the date when due, amounts paid thereon, and the balance remaining due. The board of administration will also prepare a quarterly written report summarizing receipts and disbursements of the condominium, copies of which will be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by an independent certified public accountant, will be rendered by the board of administration to all unit owners and mortgagees requesting it, promptly after the end of each fiscal year.

Article Ten Miscellaneous

Section One. Notices. All notices required or permitted to be sent to the board of administration will be sent by registered or certified mail in care of the manager or managing agent, or if there is no manager or managing agent, to the office of the board of administration at 1422 Hendry Street, Suite 304, Fort Myers, Florida 33901, or to such other address as the board may, from time to time designate. All notices required or permitted to be sent to any unit owner will be sent by registered or certified mail to the condominium or to such other address as the owner may have designated in writing to the board of administration. All notices to unit mortgagees will be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units." All notices will be deemed to have been given when mailed, except notices of change of address which will be deemed to have been given when received.

Section Two. Waiver. No restriction, condition, obligation, or provision contained in these bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

Section Three. Invalidity. If any provision or provisions of these bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these bylaws.

Section Four. Captions. Captions are inserted in these bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these bylaws or any provision thereof.

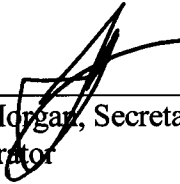
Article Eleven
Amendments

Section One. Amendments. These bylaws may be amended or supplemented by the vote of those unit owners entitled to exercise seventy five percent (75%) or more of the total voting power of the unit owners at a meeting of unit owners duly called and held for this purpose. Any such amendment or supplement shall be filed for record in the office in which these bylaws are recorded.

Article Twelve
Conflicts

Section One. Conflicts. These bylaws are intended to comply with the requirements of, and are written according to the provisions of Chapter 718 of the Florida Statutes. If these bylaws or any provisions hereof are so construed as to be in conflict with the provisions of such statutes or of the declaration to which they are attached, the provisions of the statutes or of the declaration, as the case may be, will control.

I, John M. Morgan, as Secretary of the Patio de Leon I Condominium Association, Inc., a Florida corporation not for profit, hereby certify that the foregoing constitute the bylaws of this corporation as adopted and in full force and effect on the 18th day of October, 2006.



John M. Morgan, Secretary
& Incorporator

Exhibit "D"

ARTICLES OF INCORPORATION
OF
PATIO DE LEON I CONDOMINIUM ASSOCIATION, INC.

The undersigned natural person competent to contract, acting as incorporator of a corporation not for profit under Chapter 617 of the Florida Statutes, hereby adopt the following articles of incorporation.

Article I
Name

The name of this corporation is **PATIO DE LEON I CONDOMINIUM ASSOCIATION, INC.**

Article II
Purposes

The purposes and objects of the corporation are such as are authorized under Chapter 617 of the Florida Statutes and include providing for the maintenance, preservation, administration, and management of PATIO DE LEON I CONDOMINIUM, a condominium under the Florida Condominium Act pursuant to a declaration of condominium executed on October 17, 2006, and recorded on October 20th, 2006, in the office of the Clerk of the Circuit Court of the County of Lee, State of Florida, bearing Clerk's Instrument Number _____.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceeds the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his or her interest in the common elements of the condominium.

Article III
Members

Each condominium unit shall have appurtenant thereto a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is appurtenant.

Each membership in the corporation shall entitle the holder or holders thereof to exercise that proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which such membership corresponds, as established in the declaration.

Article IV
Registered Agent, Initial Registered Office
Principal Place of Business and Mailing Address

The Registered Agent and the street address of the initial Registered Office of Patio de Leon I Condominium Association, Inc., shall be:

John M. Morgan
8911 Daniels Parkway, Suite 6
Fort Myers, Florida 33912

The principal place of business and the mailing address of Patio de Leon I Condominium Association, Inc. in the State of Florida shall be:

1422 Hendry Street, Suite 304
Fort Myers, Florida 33901

The Board of Directors from time to time may move the Registered Office to any other address in the State of Florida.

Article V
Incorporators

The name and address of the incorporator of the corporation is as follows:

John M. Morgan
8911 Daniels Parkway, Suite 6
Fort Myers, Florida 33912

Article VI
Directors

The number of persons constituting the first board of directors is three (3). The method of electing the directors shall be as stated in the bylaws of the corporation. The names and addresses of the directors who are to serve until the first annual meeting of the members or until their successors are elected and qualified are:

John M. Morgan
8911 Daniels Pkwy, Ste 6
Fort Myers, Florida 33912

Domink Goertz
1422 Hendry St., Ste 304
Fort Myers, Florida 33901

Hildegarde Goertz
1422 Hendry St., Ste 304
Fort Myers, Florida 33901

Article VII
Officers

The affairs of the corporation are to be managed by a president, vice president, secretary, and treasurer who will be accountable to the board of administration. Officers will be elected annually in the manner set forth in the bylaws.

The names of the officers who are to serve until the first election of officers are as follows:

Dominik Goertz	President
Hildegard Goertz	Vice President
Hildegard Goertz	Secretary/Treasure

Article VIII
ByLaws

Bylaws regulating operation of the corporation are annexed to the declaration. The bylaws may be amended by the first board of directors until the first annual meeting of members. Thereafter, the bylaws shall be amended by the members in the manner set forth in the bylaws.

Article IX
Powers of Corporation

To manage, maintain and preserve the PATIO DE LEON I CONDOMINIUM, the corporation may:

(1) Exercise all of the powers and perform all of the duties of the association as set forth in the declaration of condominium and in the bylaws attached thereto, as those documents may from time to time be amended.

(2) Determine, levy, collect, and enforce payment by any lawful means of all assessments for common charges, and pay such common charges as the same become due.

(3) Engage the services of a professional corporate management agent and delegate to such agent any of the powers or duties granted to the association of unit owners under the declaration or bylaws other than the power to engage or discharge such agent; the power to adopt, amend and repeal the provisions thereof, or of the declaration, bylaws, or rules and regulations of the condominium.

(4) Take and hold by lease, gift, purchase, devise or bequest any property, real or personal, including any unit in the condominium, borrow money and mortgage any such property to finance the acquisition thereof on the vote of seventy five percent (75%) of members, and transfer, lease, and convey any such property.

(5) Dedicate or otherwise transfer all or any portion of the common areas to any municipality, public agency, authority or utility on the approval of seventy five percent (75%) of the members.

(6) Have and exercise any and all rights, privileges and powers which may be held or exercised by corporations not for profit generally under Chapter 617 of the Florida Statutes, or by associations of unit owners under the Condominium Act.

(7) Maintain the Common Surface Water Management System so it remains functional, as designed, at all times and otherwise as may be required.

Article X
Dissolution

This corporation may be dissolved at any time with the written consent of all the members thereto. On dissolution, the assets of the corporation shall be dedicated to an appropriate municipality, public agency or authority to be used for purposes similar to those for which the corporation is organized. In the event such dedication is not accepted, such assets shall be conveyed or assigned to any nonprofit corporation, association, or other organization devoted to purposes similar to those for which this corporation is organized.

In witness whereof, we, the undersigned, being the incorporators of this corporation, have, for the purpose of forming this nonprofit corporation under the laws of the State of Florida, executed these articles of incorporation on October 17, 2006.

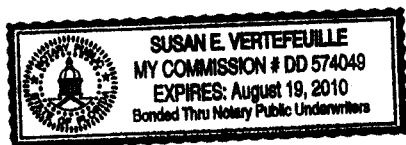
John M. Morgan
Incorporator

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, a Notary Public, personally appeared John M. Morgan, who is personally known to me or who has produced (personally known) as identification and who did not take an oath, described as Incorporator and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to these Articles of Incorporation on the 17th day of October, 2006.

Notary Public

My Commission Expires:



October 17, 2006

To: The Department of State
Tallahassee, Florida 32304

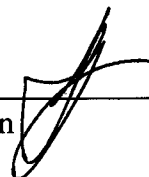
**Certificate Designating Place Of Business Or Domicile
For The Service Of Process Within Florida
Naming Agent Upon Whom Process May Be Served**

In compliance with Section 607.325 of the Florida General Corporation Act, the following is submitted:

PATIO DE LEON I CONDOMINIUM ASSOCIATION, INC., with its place of business at 1422 Hendry Street, Suite 304, Fort Myers, Florida 33901 has named John M. Morgan, located at 8911 Daniels Parkway, Suite 6, Fort Myers, Florida 33912, as its agent to accept service of process within the State of Florida.

Dated the 17th of October, 2006.

John M. Morgan
Incorporator



Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 607.325 of the Florida General Corporation Act.

Dated the 17th of October, 2006.

John M. Morgan
Registered Agent

