

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR OLDE MARCO, A CONDOMINIUM

Whereas the Declaration of Condominium for Olde Marco, A Condominium ("Declaration"), as recorded in OR Book 3291 page 48 *et sec.* was made by Marco Cat. LLP ("Declarant"),

Whereas Declarant reserves the right in Section 7.2 of the Declaration to unilaterally modify, enlarge, amend, waive or add to the covenants, conditions restrictions and other provisions of the Declaration,

Whereas Declarant is the only party in interest as the sole owner of all units of the Condominium,

Declarant does hereby exercise that right and amend said Declaration as follows:

1. Section 4.4 is hereby deleted. The new section 4.4 shall be as follows:

4.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

In addition, the Marco Cat Penthouse Condominium Association, Inc, the Marco Cat Penthouses, a Condominium and each Unit therein shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Olde Marco, a Condominium Units and the Olde Marco, a Condominium Common Elements, as well as the that of all other Marco Cat Penthouses, a Condominium Units and Common Areas.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, other services and drainage and water management in order to serve the Condominium, and in favor of Marco Cat, LLP, the Olde Marco Island Inn & Suites, The Shops At Olde Marco, the Marco Café, and Marco Cat Penthouses, a Condominium, and all Units therein, and their successors and assigns for all necessary uses, as well as all necessary uses of the "Water House", otherwise know as a "Pump House," located on the South East end of the Condominium Property, and which serves the needs of such entities and their properties. A Unit Owner shall do nothing within or outside their Unit that interferes with or

impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, other service, or water management facilities or drainage facilities or the use of these easements. The Association shall have a right of access to each Unit during reasonable hours to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and security systems, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except as necessary to prevent damage to the Common Elements or to another Unit or Units, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit.

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvement (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, elevators, stairwells and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements and across driveways and entrances leading from the public streets to association property owned by Marco Cat, LLP, its successor or assigns, as from time to time may be paved and intended for such purposes; such non-exclusive easement to run with the land so encumbered. (No vehicle over three tons is permitted on such property granted as non-exclusive easement by Marco Cat, LLP for association or individual unit owners purposes, without prior written approval from an officer of Marco Cat, LLP) None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements. Marco Cat, LLP, its successors or assigns may mortgage the property it has herein granted an easement upon.

(e) Construction; Maintenance. The Developer (including

its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so or where the Developer, in its sole discretion, determines that it is required to do so. Notwithstanding the foregoing, this right shall at all times be subject to the provisions of Section 718.111(5) Florida Statutes.

(f) Sales Activity. For as long as there are any unsold Units or Units leased to the Developer, and thereafter so long as the property is operated as a Resort, the Developer, its designees, nominees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales and construction offices, to show model Units and use Units as guest suites and to show and use the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or for rent.

(g) Cable TV and Other Equipment For Transmission and Preservation of Information. The Developer reserves unto itself, its successors, assigns, contractors, designees and nominees, (i) ownership of any closed circuit, master antenna, community antenna or cable television system or the like (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"), (ii) a perpetual easement over, through and across the Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the CATV System or any part thereof, (iii) the right to connect the CATV System to whatever receiving source the owner of the CATV System deems appropriate, and (iv) the right to provide (or cause to be provided) mandatory or non-mandatory services to Units through the CATV System (and related, ancillary services to Units, including, but not limited to, security-related services) at charges not to exceed those normally paid for like services by occupants of a Resort or condominium units within the general vicinity of the Condominium, and to retain or assign all such charges.

(h) Special Telephone Services and Other Equipment For The Transmission and Preservation of Information. The Developer reserves unto itself, its successors, assigns, contractors, designees and nominees, (i) ownership of any telephone system (including any and all related conduits, wires and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominee) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as "the Telephone System"), (ii) a perpetual easement over, through and across the

Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the Telephone System or any part thereof, and (iii) the right to provide (or cause to be provided) mandatory or non-mandatory services to Units through the Telephone System (and related, ancillary services), and to retain or assign the charges collected from Owners therefor.

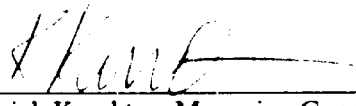
(i) Use of Pool and Laundry Facilities. The Developer, as owner of the Pool and Laundry Facilities, grants a non-exclusive easement, running with the land, to the Association and its members for the reasonable use by Unit Owners, their immediate family and two guests of the Pool, and for use of the Laundry facilities, as long as such use is in conformity with rules governing such facilities, such rules not to unreasonably limit such use. Such use is at the user's sole risk and will be limited to post-dawn, pre-dusk unless otherwise allowed under the rules governing such use. The laundry facilities referenced herein are currently located on the second floor of the Olde Marco Shops, directly adjacent to the Condominium Property. Both such Pool and Laundry non-exclusive easements are subject to change depending on any adjustments, movement, improvements or repairs which Developer now or hereafter decides to make to both such facilities, and such actions may be taken at Developer's sole and absolute discretion.

(j) Ingress and Egress and Parking. A non-exclusive easement in favor of each Marco Cat Penthouses, a Condominium unit owner or officer, Marco Cat, LLP and the Olde Marco Island Inn and Suites, and any of such above mentioned's successor and or assigns, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, elevators, stairwells and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements and across driveways and entrances and for use in parking as from time to time may be paved and intended for such purposes; such non-exclusive easement to run with the land so encumbered. None of the non-exclusive easements specified in this subparagraph (j) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Marco Cat Penthouses, a Condominium unit owners, Marco Cat, LLP and the Olde Marco Island Inn and Suites, and any of such above mentioned's successor and or assigns with respect to such easements. Olde Marco Condominium Association, Inc., its successors or assigns, may mortgage the property it has herein granted an easement upon.

(k) Specifically Assigned Easement Parking. In addition to the non-exclusive easement granted in subparagraph (j) above, an exclusive easement in favor of each Marco Cat Penthouses, a Condominium unit owner, their successors and/or assigns, and their guests and invitees, shall exist for two specifically assigned, permanent

parking spaces per each Penthouse, as shown in Exhibit 2; such exclusive easement to run with the land so encumbered. These spaces may be marked as "Reserved" or other similar language, in a manner in keeping with the quality and style of the property, in order to ward off potential "squatters". Such exclusive easement parking spaces so herein granted may be encumbered by the Association, subject to such easement. More specifically, Penthouse 1 shall have an exclusive easement of spaces 17 and 19, Penthouse 2 shall have an exclusive easement of spaces 26 and 28, Penthouse 3 shall have an exclusive easement of spaces 23 and 25, Penthouse 4 shall have an exclusive easement of spaces 14 and 16, Penthouse 5 shall have an exclusive easement of spaces 146 and 148, Penthouse 6 shall have an exclusive easement of spaces 151 and 153, Penthouse 7 shall have an exclusive easement of spaces 154 and 156.

- (l) Additional Easements. The Developer (as long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities or water management facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, their family, guests, invitees, lessees or employees, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.
2. The Certificate of Surveyor and Survey recorded as part of the Declaration in OR Book 3291 page 0112 to page 0124, and from page 0150 to page 0162 is hereby deleted. (Both sections of page numbers are replicates of the same items.) The new Certificate of Surveyor and Survey shall replace the items in both such deleted sections, and shall be as provided for in Exhibit "A" of this Amendment; and
3. The Articles of Incorporation for Olde Marco Condominium Association, Inc., as included in the Declaration, and as recorded in OR Book 3291 pages 0163 to 0171, shall be hereby amended, and recorded with the Florida Department of State, and as identically provided for in Exhibit "B" of this Amendment.


K. Patrick Kruchten, Managing General Partner of Marco Cat, LLP ("Declarant")

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared K. Patrick Kruchten, as Managing General Partner of Marco Cat, LLP, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 12th
Day of June, 2003.

JA Eichen

NOTARY PUBLIC

My Commission Expires:

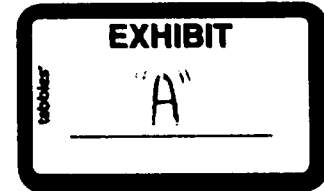


Jacqueline A. Eichen
MY COMMISSION # CC987752 EXPIRES
January 7, 2005



RHODES & RHODES LAND SURVEYING, INC.**JOHN SCOTT RHODES, P.S.M.****THOMAS E. RHODES, P.S.M.****1440 RAIL HEAD BLVD. #1 NAPLES, FLORIDA 34110****PHONE (239) 593-0570****FAX (239) 593-0581**

Olde Marco, A Condominium

CERTIFICATE OF SURVEYOR

The undersigned, being a surveyor authorized to practice in the State of Florida, pursuant to Section 718.104(4) (e), Florida Statutes, hereby certifies that the construction of the improvements comprising all units on the Second Floor, Third Floor and Forth Floor within Building #140 of Olde Marco, a Condominium, is substantially complete, so that Exhibit "B" to the Declaration of Condominium, together with Provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit within said building can be determined from these materials. The undersigned further certifies that all planned improvements, including but not limited to, landscaping, utility services and access to the units within said condominium, and common element facilities serving said building have been substantially completed.

RHODES & RHODES LAND SURVEYING, INC.
 FLORIDA BUSINESS AUTHORIZATION NO. LB 6897

A handwritten signature in black ink, appearing to read "Thomas E. Rhodes, Sr."

Thomas E. Rhodes, Sr.

Professional Surveyor and Mapper

State of Florida, License Number 5854

NOT VALID WITHOUT THE SIGNATURE AND

THE ORIGINAL RAISED SEAL OF A FLORIDA

LICENSED SURVERYOR AND MAPPER

R&R FILE NO. 2003-946ON

DATE: May 29, 2003

RHODES & RHODES LAND SURVEYING, INC.**JOHN SCOTT RHODES, P.S.M.****THOMAS E. RHODES, P.S.M.****1440 RAIL HEAD BLVD. #1 NAPLES, FLORIDA 34110****PHONE (239) 593-0570****FAX (239) 593-0581**

Olde Marco, A Condominium

CERTIFICATE OF SURVEYOR

The undersigned, being a surveyor authorized to practice in the State of Florida, pursuant to Section 718.104(4) (e), Florida Statutes, hereby certifies that the construction of the improvements comprising all units on the Second Floor, Third Floor and Forth Floor within Building #160 of Olde Marco, a Condominium, is substantially complete, so that Exhibit "B" to the Declaration of Condominium, together with Provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit within said building can be determined from these materials. The undersigned further certifies that all planned improvements, including but not limited to, landscaping, utility services and access to the units within said condominium, and common element facilities serving said building have been substantially completed.

RHODES & RHODES LAND SURVEYING, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 6897



Thomas E. Rhodes, Sr.

Professional Surveyor and Mapper

State of Florida, License Number 5854

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVERYOR AND MAPPER

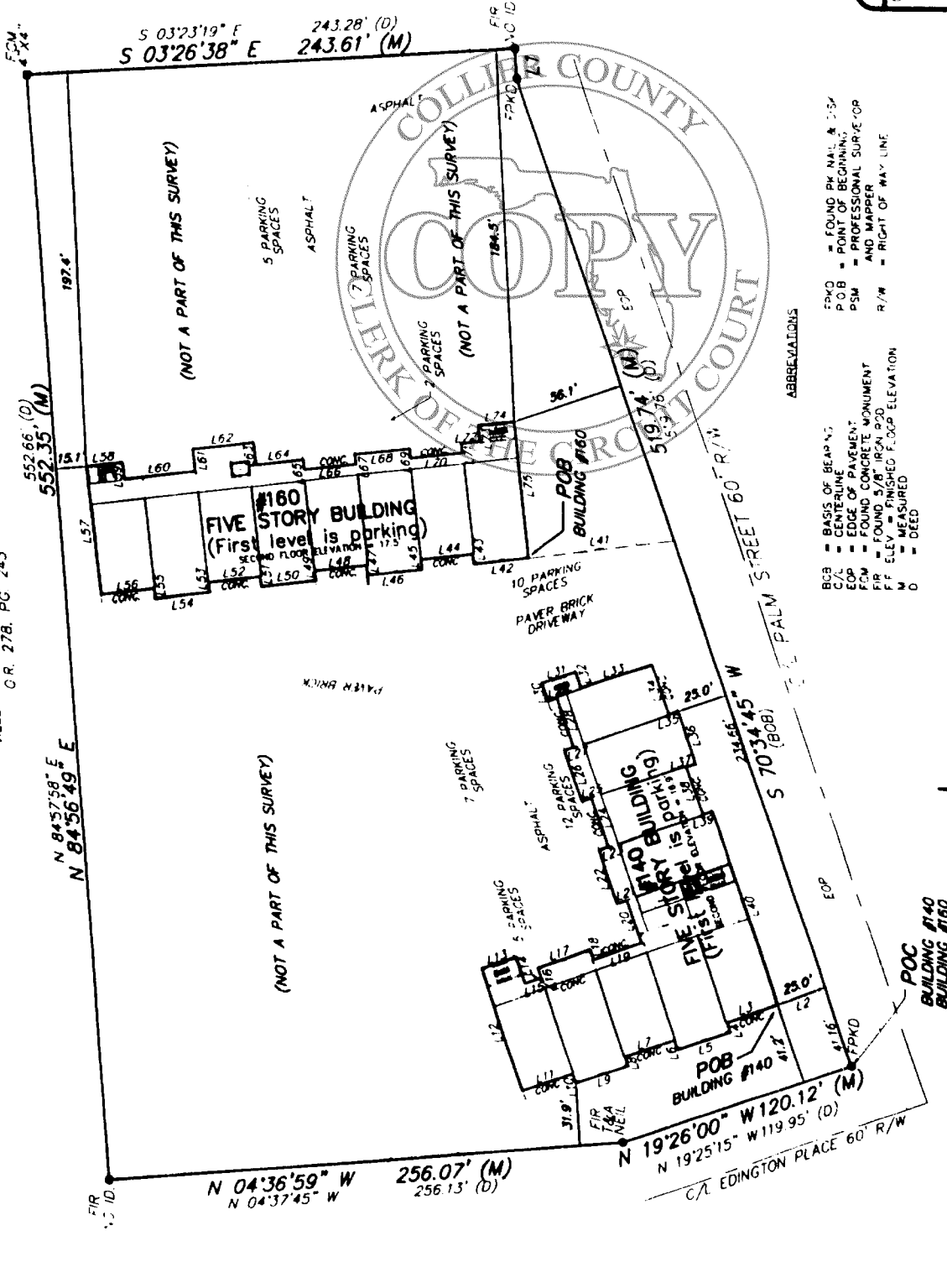
R&R FILE NO. 2003-94CON

DATE: May 29, 2003

LINE TABLE		
LINE	LENGTH	BEARING
L38	25.90'	S 70°34'19" W
L39	5.00'	S 19°25'41" E
L40	100.50'	S 70°34'19" W
L41	72.88'	S 07°02'43" E
L42	27.45'	N 07°02'43" W
L43	5.00'	N 82°39'46" E
L44	25.89'	N 08°41'46" W
L45	5.00'	S 83°18'14" W
L46	27.40'	N 06°41'46" W
L47	5.00'	N 83°18'14" E
L48	25.90'	N 08°41'46" W
L49	5.00'	S 83°18'14" W
L50	27.24'	N 08°33'17" W
L51	5.00'	N 83°06'43" E
L52	25.90'	N 08°33'17" W
L53	5.00'	S 83°06'43" W
L54	27.21'	N 07°10'49" W
L55	5.10'	N 82°49'11" E
L56	26.60'	N 07°10'49" W
L57	63.80'	N 82°49'11" E
L58	18.10'	S 07°10'49" E
L59	8.90'	S 82°49'11" W
L60	35.40'	S 07°10'49" E
L61	11.70'	N 82°49'11" E
L62	30.50'	S 07°10'49" E
L63	11.72'	S 82°49'11" W
L64	23.50'	S 07°10'49" E
L65	5.09'	S 82°48'37" W
L66	25.90'	S 08°46'15" E
L67	5.00'	N 83°13'45" E
L68	27.37'	S 08°46'15" E
L69	4.95'	S 83°16'31" W
L70	25.90'	S 08°43'09" E
L71	5.00'	N 83°16'31" E
L72	9.30'	S 08°43'09" E
L73	9.63'	N 83°16'31" E
L74	19.11'	S 08°43'09" E
L75	68.83'	S 83°16'34" W

LINE TABLE		
LINE	LENGTH	BEARING
L10	14.22'	S 84°59'22" W
L11	14.14'	S 85°11'38" W
L12	24.98'	S 19°23'22" E
L13	26.80'	N 19°23'22" W
L14	5.00'	S 70°36'38" W
L15	27.60'	N 19°23'22" W
L16	5.00'	N 70°36'38" E
L17	25.90'	N 19°23'22" E
L18	5.00'	S 70°36'38" W
L19	27.40'	N 19°23'22" W
L20	25.90'	N 70°36'38" E
L21	5.00'	N 19°23'22" E
L22	27.40'	N 70°36'38" E
L23	4.90'	S 19°32'45" E
L24	25.90'	N 70°27'15" E
L25	5.00'	N 19°32'45" W
L26	27.40'	N 70°27'15" E
L27	5.00'	S 19°32'45" E
L28	25.90'	N 70°27'15" E
L29	5.00'	N 19°32'45" W
L30	9.40'	N 70°27'15" E
L31	18.10'	S 19°32'45" E
L32	8.60'	S 71°15'45" E
L33	37.10'	S 19°32'45" W
L34	26.74'	S 70°40'00" W
L35	5.00'	S 19°32'41" E
L36	27.40'	S 70°34'19" W
L37	5.00'	N 19°32'41" W

MARCO ISLAND VILLAS
A CONDOMINIUM
O.R. 440, PG. 25



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTIONS AND NOTES

BOUNDARY SURVEY

CERTIFIED TO:
OLDE MARCO CONDOMINIUM ASSOCIATION, INC.
MARCO CAT, LLP
THE LAW OFFICE OF DEWMAN M. KRUCHTEN, LLC
BOARDMAN & SPILLER, P.A.
CHICAGO TITLE INSURANCE COMPANY
FLORIDA COMMUNITY BANK

design:

drawn:

checked:

acad #:

view:

plot:

project #:

2003-94

sheet #:

1 of 2

bk:	pg:	date:
185	37-40	FEB. 05, 2003
191	20-22	scale:
191	24-26	1" = 80'
191	28-30	cogo:
		02-1090

RHODES & RHODES
LAND SURVEYING, INC.
LICENSE #LB 6897

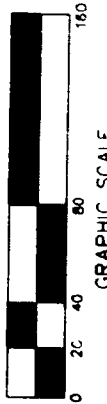
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 (239) 593-0581 FAX

- ABBREVIATIONS
- BCB = BASIS OF BEARING
 - C/L = CENTERLINE
 - EOP = EDGE OF PAVEMENT
 - FCM = FOUND CONCRETE MONUMENT
 - FIR = FOUND 5/8" IRON ROD
 - F.F. ELEV. = FINISHED FLOOR ELEVATION
 - D = DEED
 - FOUND BK NAIL & DISK
 - P.O.B. = POINT OF BEGINNING
 - PSM = PROFESSIONAL SURVEYOR AND MAPPER
 - R/W = RIGHT OF WAY LINE

CERTIFICATION

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FLOOD ZONE: PANEL NO. 120067 BOE & 803F
ZONE VE ELEVATION 11'
MAP REVISION DATE
AUGUST 3, 1992
JULY 20, 1998



BEING A PARCEL OF LAND THAT IS LYING IN SECTION 5, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND WHICH IS A PORTION OF BLOCKS 3 AND 15 OF THE PLAT "AMENDED PLAT OF COLLIER CITY", AS RECORDED IN PLAT BOOK 1 PAGE 58 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

CONTAINING 14,702 SQUARE FEET OR 0.34 ACRES, MORE OR LESS.

BUILDING #160

BEING A PARCEL OF LAND THAT IS LYING IN SECTION 5, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND WHICH IS A PORTION OF BLOCKS 3 AND 15 OF THE PLAT "AMENDED PLAT OF COLLIER CITY", AS RECORDED IN PLAT BOOK 1 PAGE 58 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF EDINGTON PLACE (A 60 FEET ROADWAY) AND THE NORTH RIGHT-OF-WAY LINE OF PALM STREET (A 60 FEET ROADWAY); THENCE NORTH 70°34'45" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PALM STREET, 275.82 FEET; THENCE NORTH 07°02'43" WEST, 72.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 07°02'43" WEST, 72.85 FEET; THENCE NORTH 02°39'46" EAST, 5.00 FEET; THENCE NORTH 06°41'46" WEST, 25.89 FEET; THENCE SOUTH 83°18'14" WEST, 5.00 FEET; THENCE NORTH 06°41'46" WEST, 27.40 FEET; THENCE NORTH 83°18'14" EAST, 5.00 FEET; THENCE NORTH 06°41'46" WEST, 25.90 FEET; THENCE NORTH 08°41'46" WEST, 25.90 FEET; THENCE SOUTH 83°18'14" WEST, 5.00 FEET; THENCE NORTH 06°53'17" WEST, 27.24 FEET; THENCE NORTH 83°06'43" EAST, 5.00 FEET; THENCE NORTH 06°53'17" WEST, 25.90 FEET; THENCE SOUTH 83°06'43" WEST, 5.00 FEET; THENCE NORTH 07°10'49" WEST, 27.21 FEET; THENCE NORTH 82°49'11" EAST, 5.10 FEET; THENCE NORTH 07°10'49" WEST, 26.60 FEET; THENCE NORTH 82°49'11" EAST, 63.80 FEET; THENCE SOUTH 07°10'49" EAST, 18.10 FEET; THENCE SOUTH 82°49'11" WEST, 8.80 FEET; THENCE SOUTH 07°10'49" EAST, 35.40 FEET; THENCE NORTH 82°49'11" EAST, 11.70 FEET; THENCE SOUTH 07°10'49" EAST, 30.50 FEET; THENCE SOUTH 82°49'11" WEST, 11.72 FEET; THENCE SOUTH 07°11'03" EAST, 23.50 FEET; THENCE SOUTH 82°48'57" WEST, 5.09 FEET; THENCE SOUTH 06°46'15" EAST, 25.90 FEET; THENCE NORTH 83°13'45" EAST, 5.00 FEET; THENCE SOUTH 08°46'15" EAST, 27.37 FEET; THENCE SOUTH 83°16'51" WEST, 4.95 FEET; THENCE SOUTH 06°43'09" EAST, 25.90 FEET; THENCE NORTH 83°16'51" EAST, 5.00 FEET; THENCE SOUTH 06°43'09" EAST, 9.30 FEET; THENCE NORTH 83°16'51" EAST, 8.60 FEET; THENCE SOUTH 06°43'09" EAST, 18.11 FEET; THENCE SOUTH 83°16'54" WEST, 68.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,772 SQUARE FEET OR 0.29 ACRES, MORE OR LESS.

NOTES

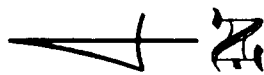
1. BEARINGS ARE BASED ON NORTHERLY RIGHT-OF-WAY LINE OF PALM STREET, AS BEING S. 70°34'45" W
2. ELEVATIONS ARE BASED ON N.G.V.D. 1929 UNLESS NOTED
3. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR DEED CALLS UNLESS NOTED
4. SUBJECT TO EASEMENTS OF RECORD
5. ABSTRACT NOT REVIEWED.
6. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. NO UNDERGROUND UTILITIES, FOUNDATIONS OR OTHER UNDERGROUND INSTALLATIONS WERE LOCATED UNLESS SHOWN.
8. NO OTHER PERSONS OR ENTITIES, OTHER THAN SHOWN, MAY RELY ON THIS SURVEY.
9. ALL DIMENSIONS ARE IN FEET AND DECIMALS, THEREFORE UNLESS OTHERWISE NOTED.

Zhou J. Chen **BOUNDARY SURVEY**

CERTIFIED TO:
OLDE MARCO CONDOMINIUM ASSOCIATION, INC.
MARCO CAT, LLP
THE LAW OFFICE OF DEWMAN M. KRUCHTEN, LLC
BOARDMAN & SPILLER, P.A.
CHICAGO TITLE INSURANCE COMPANY
FLORIDA COMMUNITY BANK

CERTIFIED TO:		BOUNDARY SURVEY	
OLDE MARCO CONDOMINIUM ASSOCIATION, INC. MARCO CAT, LLC THE LAW OFFICE OF DEMIAN M. KRUCHTEN, LLC BOARDMAN & SPILLER, P.A. CHICAGO TITLE INSURANCE COMPANY FLORIDA COMMUNITY BANK		BK: 1185 37-40 181 20-22 181 24-26 181 28-30	
RHODES & RHODES, LAND SURVEYING, INC. LICENSE #LB 6897		date: FEB. 05, 2003 scale: 1" = 80' cogo # 02-1090	
1440 RAIL HEAD BOULEVARD, #1 NAPLES, FLORIDA 34110 (239) 593-0570 (239) 593-0581 FAX		design: drawn: RWC checked: JRT acad #: 2003-94 view: PLOT project #: 2003-94 sheet #: 2 of 2 file #: 2003-94 CON	

OLDE MARCO, A CONDOMINIUM,



VILLE DE MARCO, A CONDOMINIUM
O.R. 278, PG. 243

MARCO ISLAND VILLAS
A CONDOMINIUM
O.R. 440, PG. 25

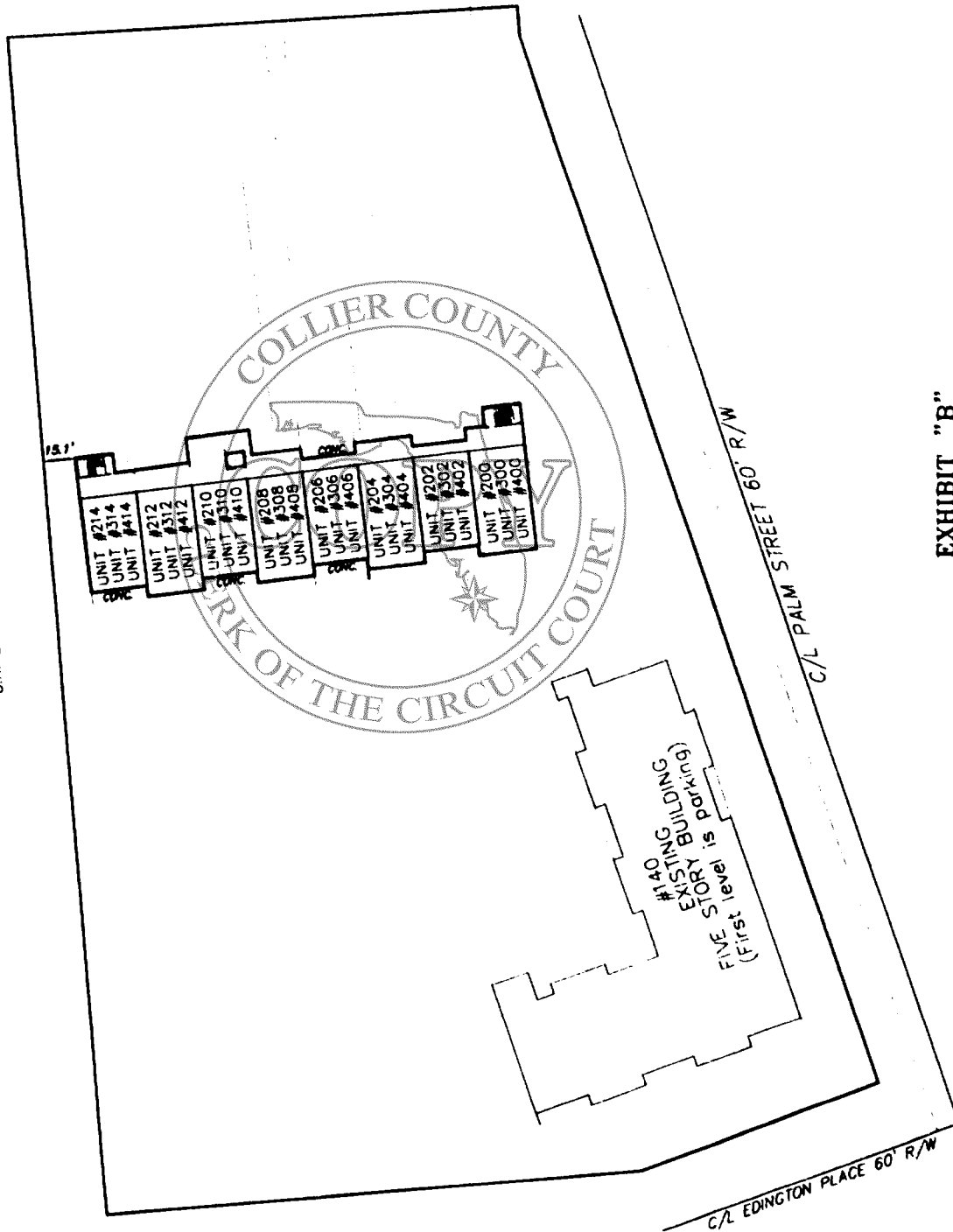


EXHIBIT "B"
OLDE MARCO, A CONDOMINIUM,
PLOT PLAN
BUILDING #160
ASBUILT

THIS INSTRUMENT PREPARED BY:
THOMAS E. RHODES, SR., P.S.M. #5854
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897

OLDE MARCO, A CONDOMINIUM

CONDOMINIUM BOOK _____, PAGE _____

SHEET 4 OF 11

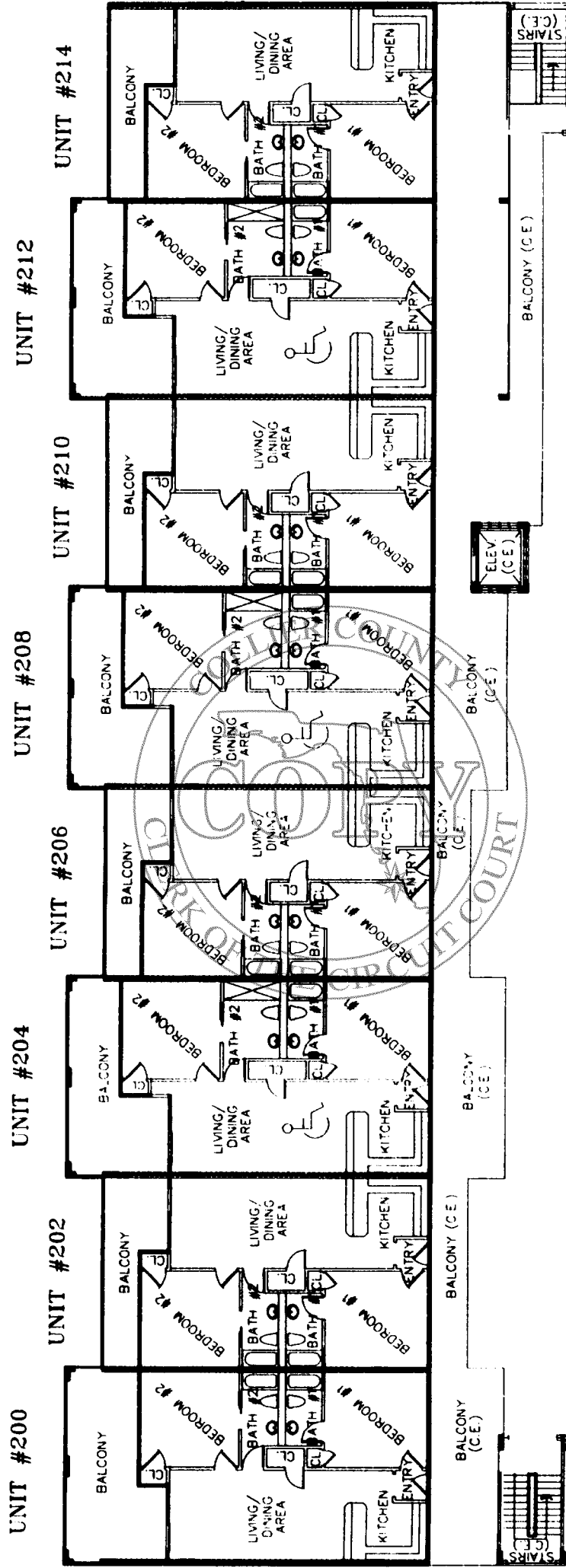


EXHIBIT "B"
OLDE MARCO, A CONDOMINIUM
SECOND FLOOR PLANS
BUILDING #160
ASBUILT

THIS INSTRUMENT PREPARED BY:
THOMAS E. RHODES, SR., P.S.M. #5854
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897

OR: 3319 PG: 0189

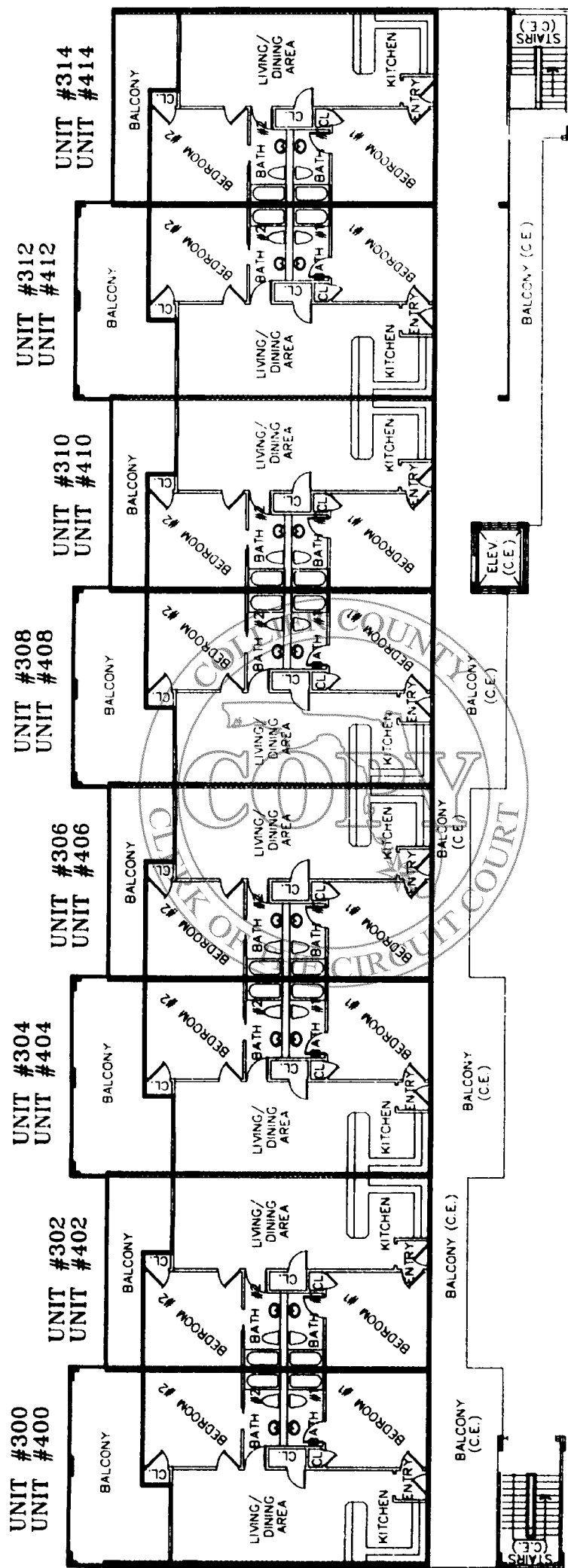
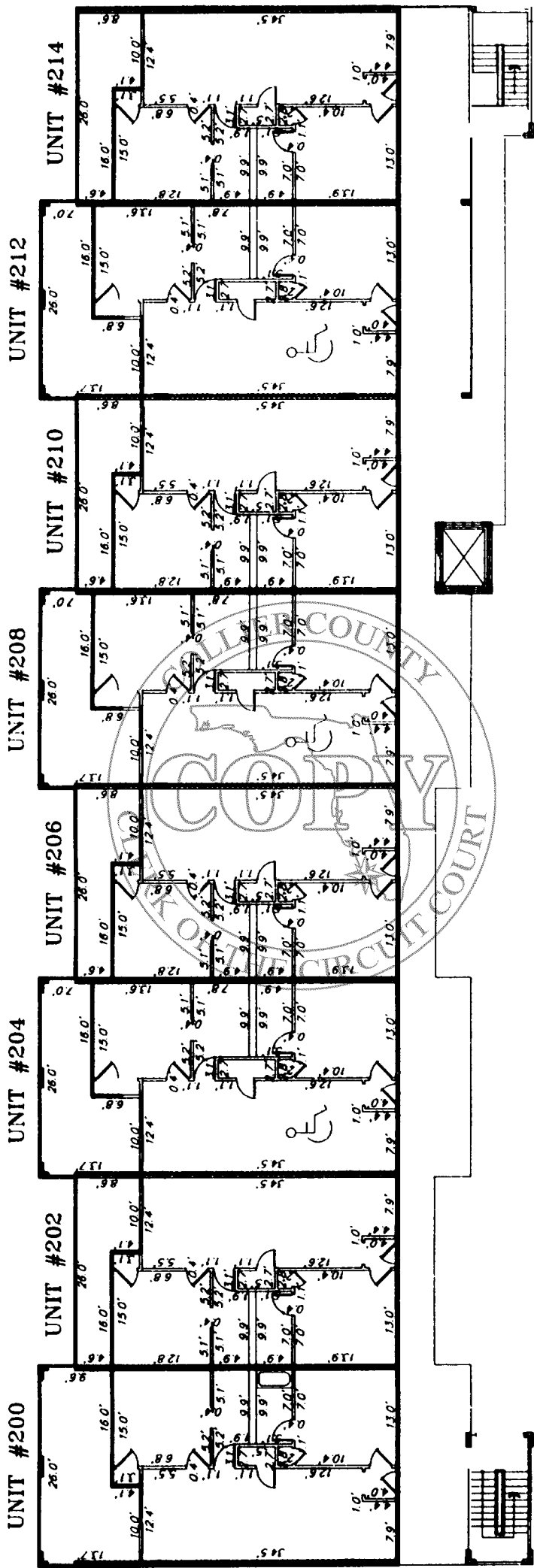


EXHIBIT "B"
OLDE MARCO, A CONDOMINIUM
THIRD & FORTH FLOOR PLANS
BUILDING #160
ASBUILT

THIS INSTRUMENT PREPARED BY:
THOMAS E. RHODES, SR., P.S.M. #5854
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897



OLDE MARCO, A CONDOMINIUM



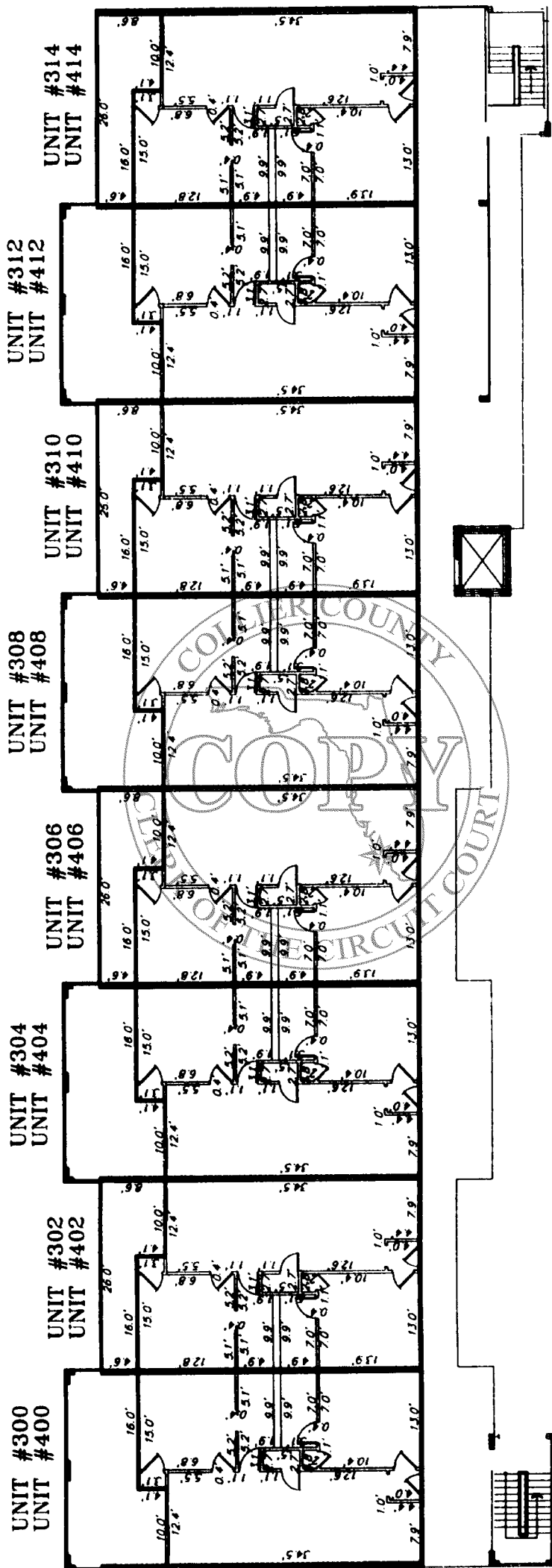
NOTES
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED



EXHIBIT "B"
OLDE MARCO, A CONDOMINIUM
SECOND FLOOR UNIT DIMENSION PLAN
BUILDING #160
ASBUILT

THIS INSTRUMENT PREPARED BY:
THOMAS E. RHODES, SR., P.S.M. #5854
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897

OLDE MARCO, A CONDOMINIUM



NOTES
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED

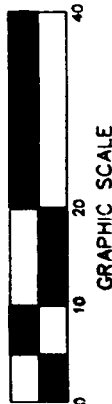
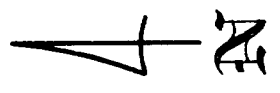


EXHIBIT "B"
OLDE MARCO, A CONDOMINIUM
THIRD & FORTH FLOOR UNIT DIMENSION PLAN
BUILDING #160
ASBUILT

THIS INSTRUMENT PREPARED BY:
THOMAS E. RHODES, SR., P.S.M. #5854
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897

OLDE MARCO, A CONDOMINIUM



VILLE DE MARCO, A CONDOMINIUM
O.R. 278, PG. 243

MARCO ISLAND VILLAS
A CONDOMINIUM
O.R. 440, PG. 25

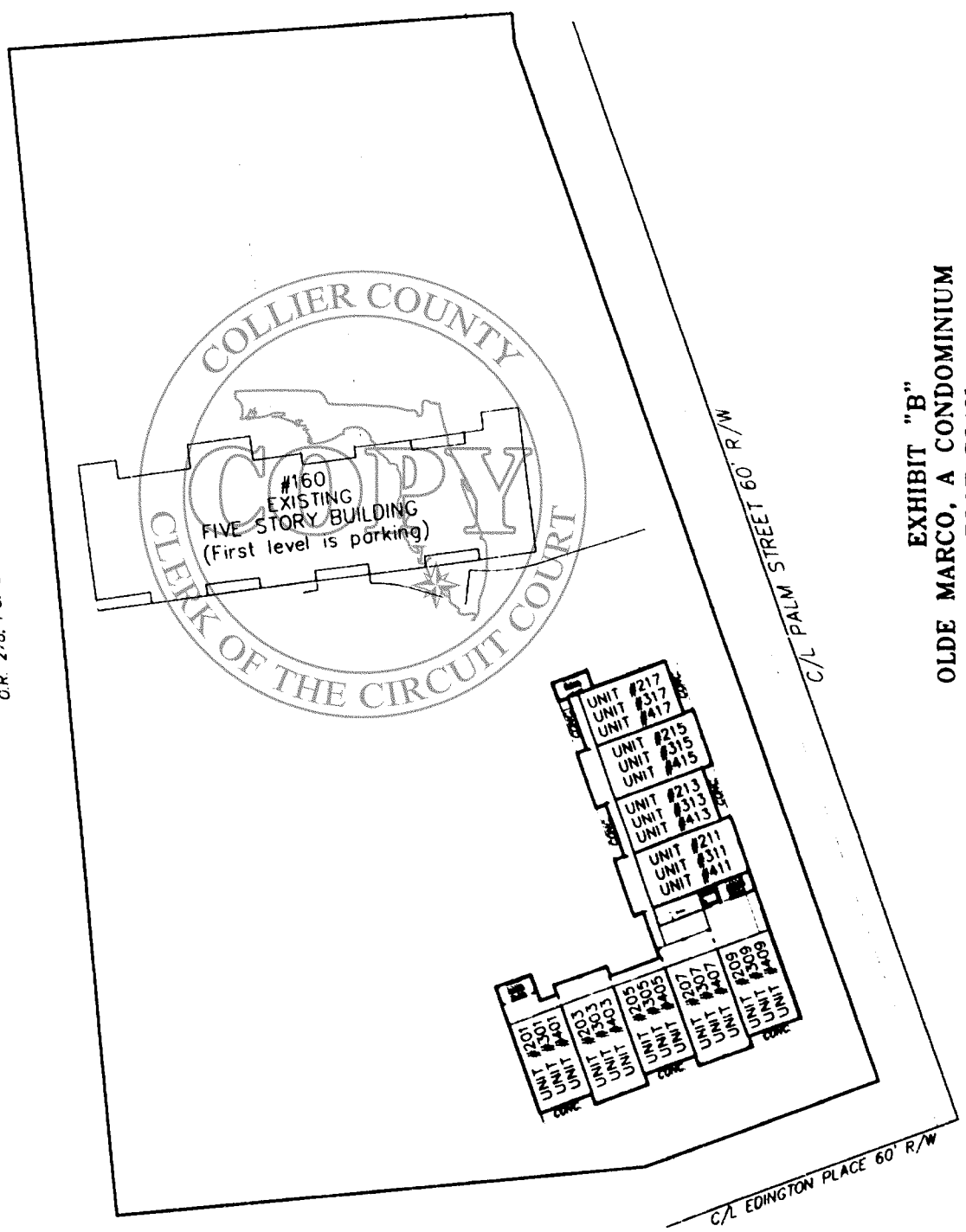
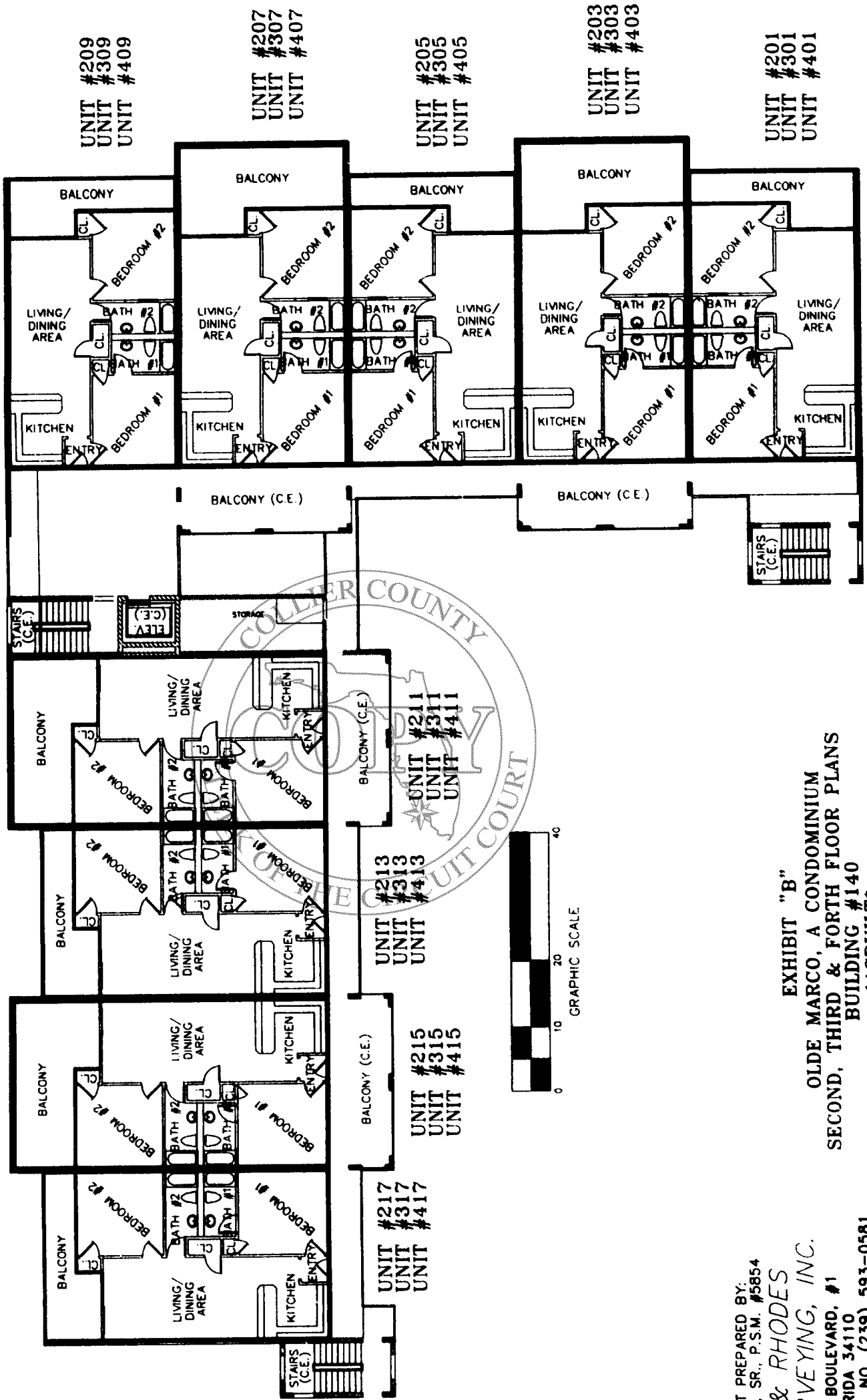


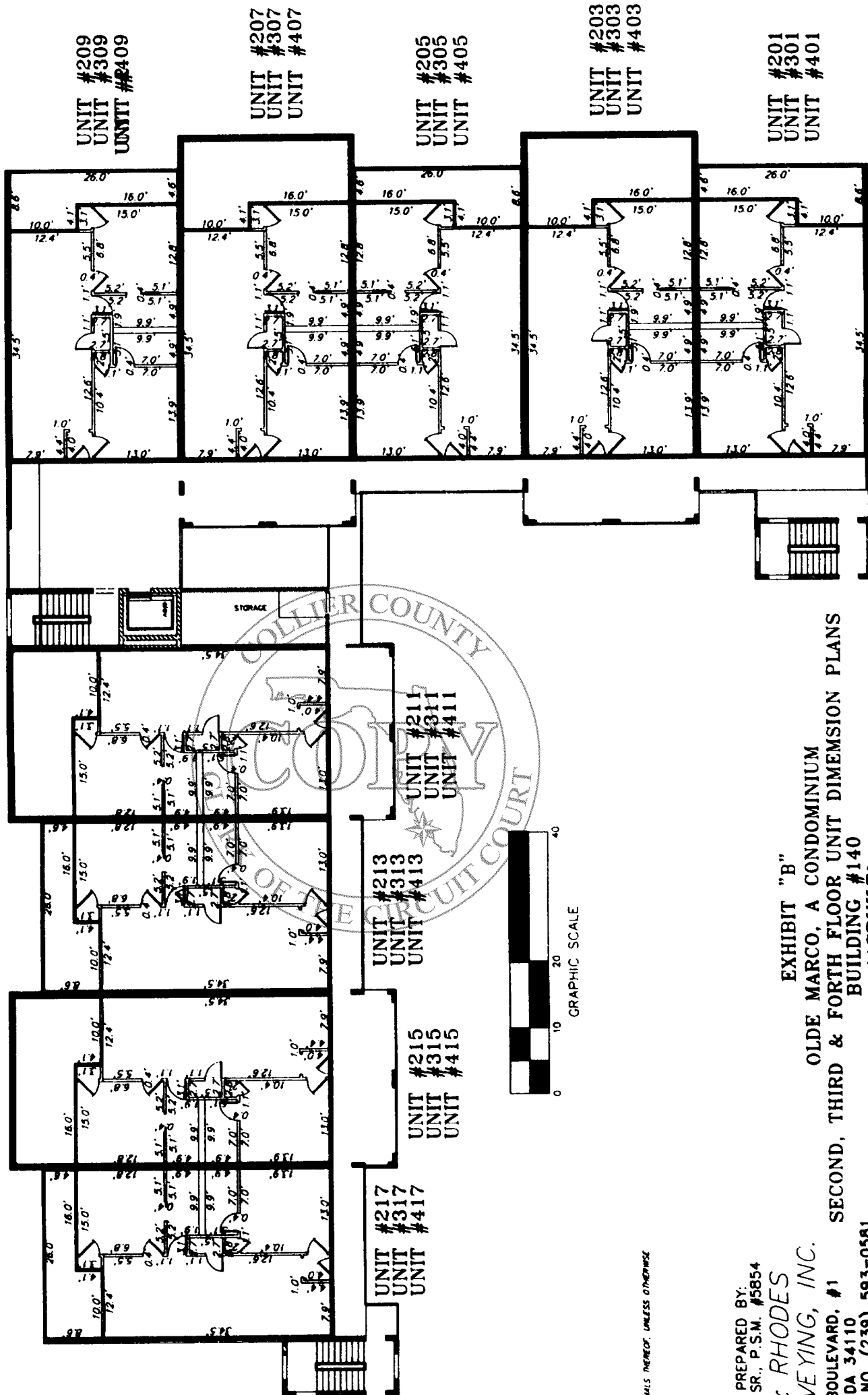
EXHIBIT "B"
OLDE MARCO, A CONDOMINIUM
PLOT PLAN
BUILDING #140
ASBUILT

THIS INSTRUMENT PREPARED BY:
THOMAS E. RHODES, SR., P.S.M. #5854
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897

OLDE MARCO, A CONDOMINIUM



OLDE MARCO, A CONDOMINIUM



NOTES
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED

THIS INSTRUMENT PREPARED BY:
THOMAS E. RHODES, SR., P.S.M. #5854

RHODES & RHODES
LAND SURVEYING, INC.

1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897

EXHIBIT "B"
OLDE MARCO, A CONDOMINIUM
SECOND, THIRD & FORTH FLOOR UNIT DIMENSION PLANS
BUILDING #140
ASBUILT

OLDE MARCO, A CONDOMINIUM

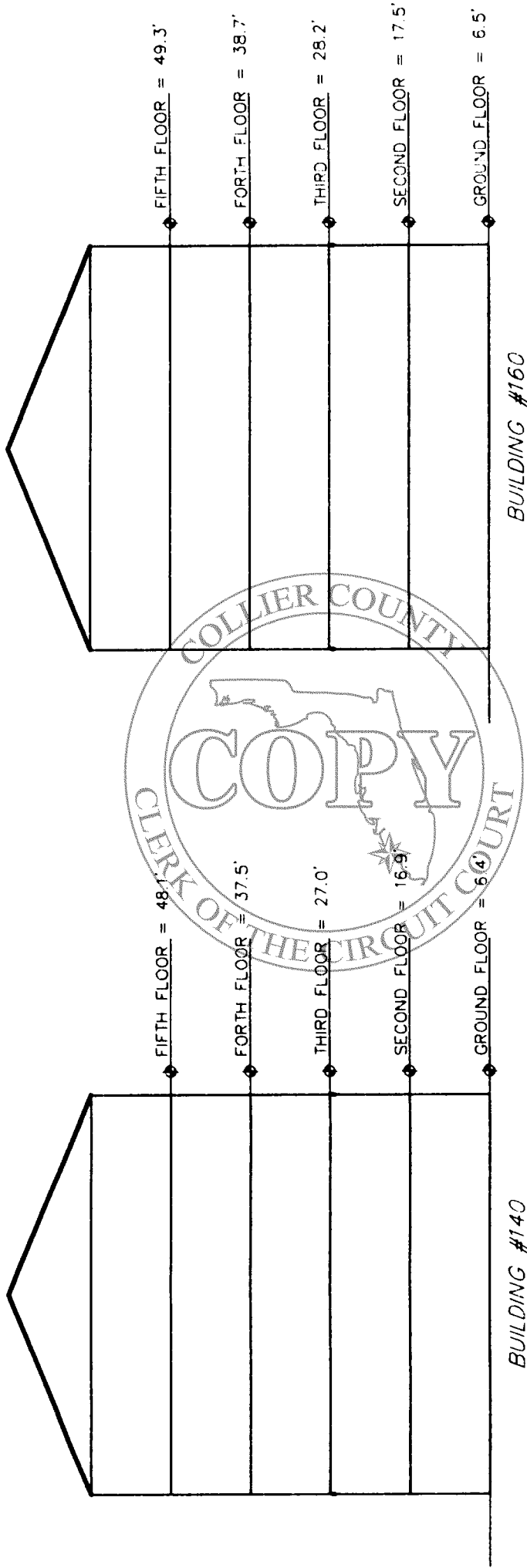
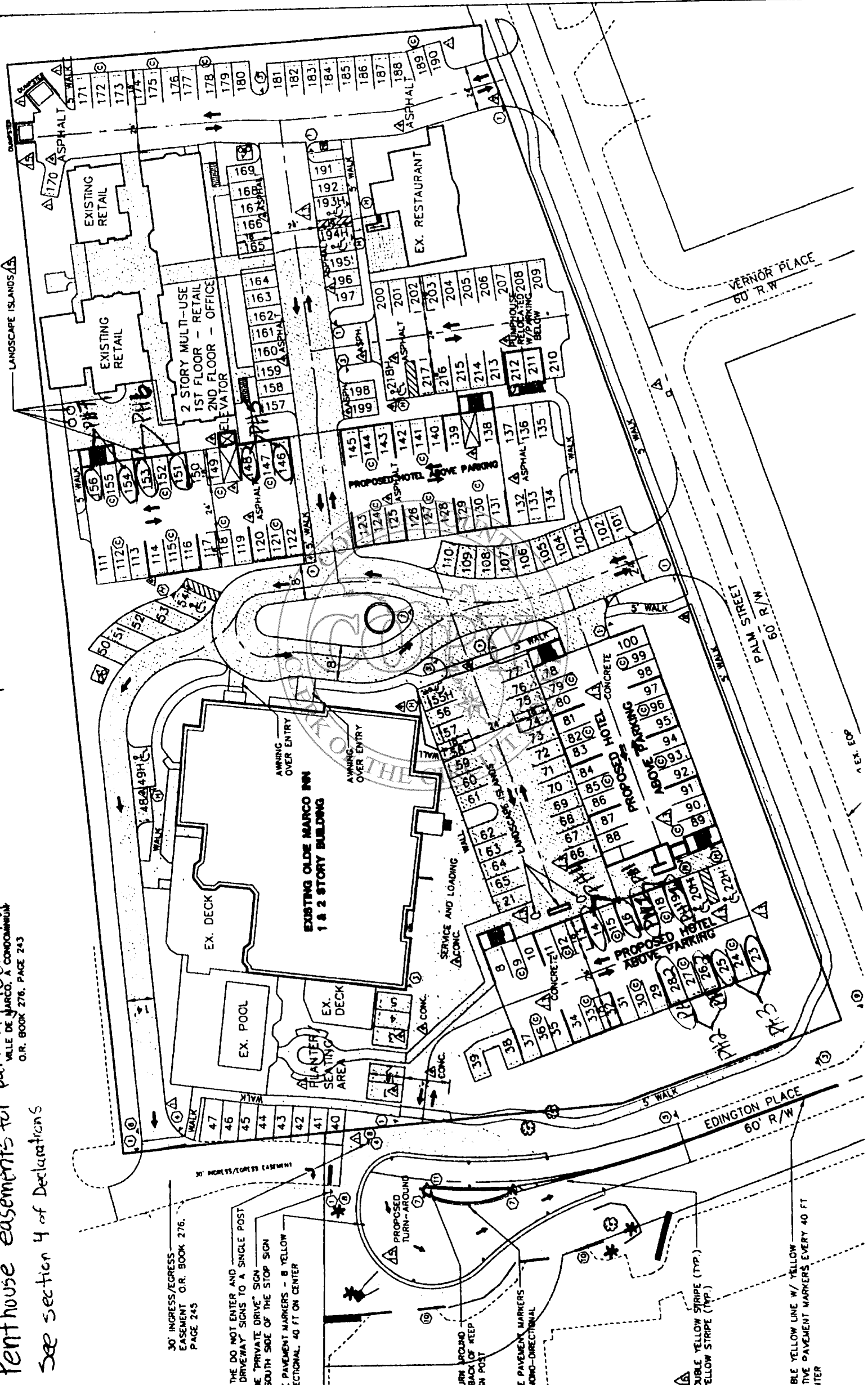
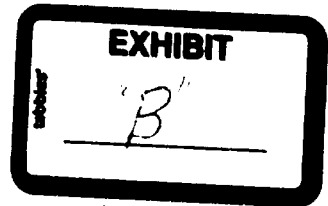


EXHIBIT "B"

OLDE MARCO, A CONDOMINIUM
ELEVATIONS FOR BUILDINGS #140 & #160
ASBUILT

THIS INSTRUMENT PREPARED BY:
THOMAS E. RHODES, SR., P.S.M. #5854
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897





Articles of Amendment

This Articles of Amendment is executed this 12 day of June, 2003, by Olde Marco Condominium Association, Inc., ("Association") and shall amend the Articles of Incorporation executed on May 12, 2003, and filed with the Florida Department of State.

On May 25, 2003 the sole member of the Association, Marco Cat, LLP, by and through its General Managing Partner, all four Officers of the Association and all four Directors of the Association, met at the Olde Marco Inn, Marco Island, Florida and voted to amend the Articles of Incorporation as follows:

Henceforth and starting immediately, the Officers of the Association are hereby elected to replace the former Officers and to act in the following capacities for the Association:

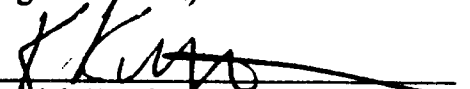
President K. Patrick Kruchten
 100 Palm Street
 Marco Island, FL 34145

Vice President Bruce Carr
 100 Palm Street
 Marco Island, FL 34145

Secretary Demian M. Kruchten
 100 Palm Street
 Marco Island, FL 34145

Treasurer Peter Kruchten
 100 Palm Street
 Marco Island, FL 34145

Signed this day by the Vice President of the Corporation (who shall become the President through this action):


K. Patrick Kruchten, Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared K. Patrick Kruchten, as Vice President of Olde Marco Condominium Association, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 12th
Day of June, 2003.

JA Eichen

NOTARY PUBLIC
My Commission Expires:



Jacqueline A. Eichen
MY COMMISSION # CC967752 EXPIRES
January 7, 2005

