

Retn:

KRUCHTEN LAW FIRM LLC

975 6TH AVE S #101

NAPLES FL 34102

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL

12/06/2003 at 07:44AM DWIGHT E. BROCK, CLERK

REC FEE

213.00

3306990 OR: 3457 PG: 1906

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR OLDE MARCO, A CONDOMINIUM**

Whereas the Declaration of Condominium for Olde Marco, A Condominium ("Declaration"), as recorded in the Public Records of Collier County, FL. OR Book 3291 page 48 *et seq.* and also recorded in the Public Records of Collier County, FL. OR Book 3423 page 0922 *et seq.* 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 1.1 is hereby modified as follows:

± The Land. The Developer, Marco Cat, LLP, a Minnesota limited liability partnership owns the fee title to certain land located in Collier County, Florida, as more particularly described in Exhibit "2" "1" annexed hereto (the "Land"), ~~less and except the interests owned separately by Marco Cat Penthouse Association, Inc. and its members.~~

2. Section 4.4(i) is hereby deleted:

~~(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-dusk, 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.~~

3. The Certificate of Surveyor Plot Plan and Survey recorded as part of the Declaration in the

OR: 3457 PG: 1907

Public Records of Collier County, FL. OR Book 3291 page 0112 to page 0124, and from page 0150 to page 0162, and as also recorded in the Public Records of Collier County, FL. O.R. Book 3423 pages 0964-0 are hereby fully deleted. The new Certificate of Surveyor and Plot Plan and Survey shall replace the items in such deleted sections, and shall henceforth read as provided for in Exhibit "2" of this Amendment; and

4. The provisions of the By-Laws of Olde Marco Condominium Association, Inc. have not been amended or changed in any way. However, they are made a part of, and incorporated into, this Amendment and the Declarations as provided for in Exhibit "3".

5. In several places, the Declaration makes reference to the Marco Cat Penthouses, a Condominium, which is located on the 5<sup>th</sup> floor of both buildings in which the Olde Marco, a Condominium is located on the first four floors. Heretofore the legal description of such property was not included for definitional purposes. To clarify this, an Exhibit "4" is included herein which is a legal description of the Marco Cat Penthouses, a Condominium.

6. Section 2.29 is modified as follows:

2.29 "Resort Support Facility Unit" means the storage closets on each floor which shall not be sold as a "Condominium Unit" but shall be retained by ~~Marco Cat, LLP, its successors or assigns,~~ common elements of the condominium, and which shall be used in support of hotel operations located on site.

Furthermore, all references in throughout the Declaration to "Resort Support Facility Unit" are hereby stricken and shall be replaced with "Resort Support Facility".

7. Section 4.1 is hereby modified as follows:

4.1 Identification of Units. The Land has constructed thereon two (2) buildings (named "Tarpon" (building 160) and "Dolphin" (building 140)) and a "Water House/Pump House" (serving both the condominium and other non-condominium property) each building contains three (3) stories over covered parking, floors 2, 3, and 4, of "Units" with each Unit being a resort suite, with 24 resort suites ~~on each floor of in~~ the Tarpon Building and with 27 resort suites ~~on each floor of in~~ the Dolphin Building, and each building with roof and a ground parking floor. (The fifth floor of each building is excluded from the condominium association, and forms a separate, unrelated condominium association-); Marco Cat Penthouse Condominium Association, Inc.) Each Unit is identified by a separate numerical or alpha-numerical designation. The designation of each Unit is set forth on Exhibit "2" attached hereto. Exhibit "2" consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "2", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the non-exclusive right to use such portion of the Common Elements as may be

OR: 3457 PG: 1908

provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.



K. Patrick Kruchten, as President of TCP, LLP, as Managing Member of Marco Cat, LLP  
("Declarant")

Witness #1:



Printed Name:

DM Kruchten

Witness #2:



Printed Name:

Lisa Collins

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 President of TCP, LLP, as Managing Member of Marco Cat, LLP, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup>  
Day of Dec, 2003.



Lisa Renee Collins  
Commission #DD246738  
Expires: Sep 03, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.



NOTARY PUBLIC

My Commission Expires: 9-3-07

OR: 3457 PG: 1909

**CONSENT OF MORTGAGEE  
TO DECLARATION OF CONDOMINIUM, AS AMENDED OF  
OLDE MARCO A CONDOMINIUM**

This Consent (hereinafter "Consent") is made and executed this 2<sup>nd</sup> day of December, 2003, by Florida Community Bank, a Florida corporation (hereinafter referred to as "Mortgagee").

**WITNESSETH:**

WHEREAS, Mortgagee is the owner and holder of a mortgage and other instruments ("Security Instruments") encumbering the real property described in Exhibit "A" of the Declaration of Condominium of Olde Marco, a Condominium (the "Declaration"), as amended, to which this Consent is attached, and

WHEREAS, Mortgagee has agreed to consent to the Declaration, as amended, and to subordinate its interests in the Security Instruments to the use rights of the individual unit owners,

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee hereby consents to the Declaration, as amended, in accordance with the requirements of Florida Statutes 718.104(3).
2. Anything herein to the contrary notwithstanding, this Consent shall not be deemed, in any way, to obligate Mortgagee to assume or perform any of the obligations of the developer, as developer, under the Declaration.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer(s) on the dates set forth below.

Signed, sealed and delivered in the presence of:

Kerensa M. Pelletier

Witness 1 - Signature

Kerensa M. Pelletier

Witness 1 - Printed Name

Thomas K. Boardman

Witness 2 - Signature

Thomas K. Boardman

Witness 2 - Printed Name

Florida Community Bank

By: [Signature]

Hans Hamann, its Vice-President

OR: 3457 PG: 1910

STATE OF Florida  
COUNTY OF Collier

The foregoing Consent of Mortgagee was acknowledged before me this 2<sup>nd</sup> day of December, 2003, by Hans Hamann as Vice-President of Florida Community Bank, who is personally known to me.

Kerensa M. Pelletier

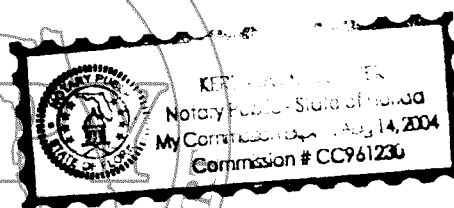
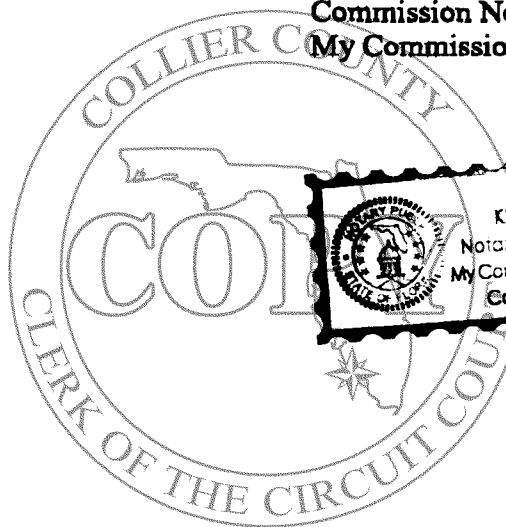
Signature of Notary

Kerensa M. Pelletier

Typed or Printed Name of Notary

Commission No.

My Commission Expires:



# OLDE MARCO, A CONDOMINIUM

## **BUILDING 160**

**BUILDING #140**

PAGE 58 OF THE PUBLIC RECORDS OF SAID COUNTY.

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF EDNGTON 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, 41.16 FEET; THENCE NORTH 19°23'22" WEST, 24.98 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 19°23'22" WEST, 26.60 FEET; THENCE SOUTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" EAST, 5.00 FEET; THENCE NORTH 70°36'38" WEST, 27.40 FEET; THENCE SOUTH 19°23'22" WEST, 27.60 FEET; THENCE NORTH 19°23'22" WEST, 26.60 FEET; THENCE NORTH 70°36'38" EAST, 83.60 FEET; THENCE SOUTH 19°23'22" EAST, 5.00 FEET; THENCE NORTH 70°36'38" WEST, 13.70 FEET; THENCE SOUTH 70°36'38" WEST, 8.50 FEET; THENCE SOUTH 19°23'22" EAST, 5.00 FEET; THENCE SOUTH 70°36'38" EAST, 5.00 FEET; THENCE NORTH 19°23'22" EAST, 22.90 FEET; THENCE NORTH 19°32'45" FEET; THENCE SOUTH 70°36'38" EAST, 4.90 FEET; THENCE NORTH 70°27'15" WEST, 27.40 FEET; THENCE SOUTH 70°27'15" WEST, 5.00 FEET; THENCE NORTH 19°32'45" WEST, 5.00 FEET; THENCE NORTH 70°27'15" EAST, 25.30 FEET; THENCE NORTH 19°32'45" WEST, 5.00 FEET; THENCE NORTH 70°27'15" EAST, 25.90 FEET; THENCE SOUTH 19°32'45" EAST, 18.10 FEET; THENCE SOUTH 70°27'15" EAST, 9.40 FEET; THENCE SOUTH 70°27'15" EAST, 37.10 FEET; THENCE SOUTH 19°32'25" EAST, 5.00 FEET; THENCE SOUTH 70°34'19" WEST, 27.40 FEET; THENCE NORTH 19°25'41" WEST, 100.50 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT

**BUILDING #140--PENTHOUSE PARCEL**

BUILDING #150

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, LYING ABOVE ELEVATION 48.1 N.G.V.D. 1929, BEING THE FINISH OF FIFTH FLOOR OF EXISTING BUILDING #140, AND BELOW ELEVATION OF 57.9 N.G.V.D. 1929, BEING THE CEILING OF THE FIRST FLOOR OF SAID BUILDING, ON THE LAND 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, 41.18 FEET; THENCE NORTH 19°23'22" WEST, 26.98 FEET TO THE POINT OF  
 BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 19°23'22" WEST, 26.60 FEET; THENCE SOUTH  
 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 27.60 FEET; THENCE NORTH 70°36'38" EAST, 5.00 FEET; THENCE  
 NORTH 19°23'22" WEST, 25.90 FEET; THENCE SOUTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" EAST, 27.40 FEET; THENCE  
 THENCE NORTH 70°36'38" EAST, 5.00 FEET; THENCE SOUTH 70°36'38" WEST, 26.60 FEET; THENCE NORTH 70°36'38" EAST, 5.00 FEET; THENCE  
 63.80 FEET; THENCE SOUTH 19°23'22" EAST, 18.20 FEET; THENCE SOUTH 70°36'38" WEST, 26.60 FEET; THENCE NORTH 19°23'22" EAST, 27.40 FEET; THENCE  
 19°23'22" EAST, 4.80 FEET; THENCE SOUTH 19°23'22" EAST, 5.00 FEET; THENCE NORTH 70°27'15" WEST, 25.30 FEET; THENCE SOUTH 19°23'45" EAST,  
 SOUTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 70°27'15" EAST, 27.40 FEET; THENCE SOUTH 19°23'45" WEST, 5.00 FEET; THENCE NORTH  
 THENCE NORTH 19°32'45" WEST, 5.00 FEET; THENCE SOUTH 70°27'15" EAST, 5.00 FEET; THENCE NORTH 19°32'45" WEST, 5.00 FEET; THENCE NORTH  
 4.90 FEET; THENCE NORTH 70°27'15" EAST, 25.80 FEET; THENCE SOUTH 19°32'45" EAST, 5.00 FEET; THENCE NORTH 70°27'15" EAST, 18.10  
 70°27'15" EAST, 27.40 FEET; THENCE SOUTH 19°32'45" WEST, 5.00 FEET; THENCE NORTH 70°27'15" EAST, 8.40 FEET; THENCE SOUTH 19°32'45" EAST, 18.10  
 THENCE NORTH 19°32'45" WEST, 5.00 FEET; THENCE SOUTH 19°32'25" EAST, 37.19 FEET; THENCE SOUTH 70°34'19" WEST, 27.40 FEET; THENCE NORTH  
 FEET; THENCE SOUTH 71°15'45" WEST, 8.60 FEET; THENCE SOUTH 19°25'41" EAST, 5.00 FEET; THENCE SOUTH 70°34'19" WEST, 27.40 FEET; THENCE NORTH  
 FEET, 26.74 FEET; THENCE SOUTH 19°25'41" WEST, 5.00 FEET; THENCE SOUTH 70°34'19" WEST, 25.90 FEET; THENCE SOUTH 19°25'41" EAST, 5.00 FEET; THENCE  
 19°25'41" WEST, 5.00 FEET; THENCE SOUTH 70°34'19" WEST, 100.90 FEET TO THE POINT OF BEGINNING.

1030X3 & 5537

**BUILDING #160-PENTHOUSE PARCEL**

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, LYING ABOVE ELEVATION 49.3 N.G.V.D. 1929, BEING THE FIFTH OF FIFTH FLOOR OF EXISTING BUILDING #160, AND BELOW ELEVATION OF 59.1 N.G.V.D. 1929, BEING THE CEILING OF SAID BUILDING, AND THE LAND DESCRIBED AS FOLLOWS:

ELEVATION OF THE FIFTH FLOOR AND WHICH IS LOCATED  
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, 27.45 FEET; THENCE NORTH  
82°38'48" 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, 5.00 FEET; THENCE NORTH 06°51'17" EAST, 5.00 FEET; THENCE NORTH 08°41'46" WEST, 25.90 FEET;  
THENCE SOUTH 83°18'14" WEST, 5.00 FEET; THENCE SOUTH 06°51'17" EAST, 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, 83.60 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 82°49'57" WEST, 5.09 FEET;  
THENCE SOUTH 06°48'15" EAST, 25.90 FEET; THENCE SOUTH 08°48'15" EAST,  
27.37 FEET; THENCE SOUTH 83°16'51" WEST, 4.95 FEET; THENCE SOUTH 06°43'09" EAST, 25.90 FEET; THENCE SOUTH  
06°43'09" EAST, 5.00 FEET; THENCE SOUTH 08°43'09" EAST, 9.30 FEET; THENCE NORTH 83°16'51" EAST, 8.60 FEET; THENCE SOUTH  
08°43'09" EAST, 18.11 FEET; THENCE SOUTH 83°16'54" WEST, 68.83 FEET TO THE POINT OF BEGINNING.

THIS INSTRUMENT PREPARED BY:  
 THOMAS E. RHODES, SR., P.S.M. #5854  
*RHODES & RHODES*  
 LAND SURVEYING, INC.  
 1440 RAIL HEAD BOULEVARD, #1

*"A" of consent*

**EXHIBIT "A"**

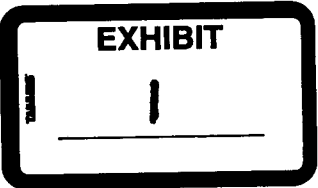
**OLDE MARCO, A CONDOMINIUM  
BUILDING DESCRIPTIONS  
BUILDING #140 & BUILDING #160**

**SHEET 2 OF 2**

THIS INSTRUMENT PREPARED BY: \_\_\_\_\_


**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

CONTAINING 12.772 SQUARE FEET OR 0.29 ACRES, MORE OR LESS.



CERTIFIED TO:-		bk:		pg:	date:
OLDE MARCO CONDOMINIUM ASSOCIATION, INC.		185	37-40	FEB. 05, 2003	
MARCO CAT. L.P.		191	20-22	scale: "1" = 80'	
THE LAW OFFICE OF DEMIAN M. KRUCHTEN, LLC		191	24-26	cogo #:	
BOARDMAN & SPILLER, P.A.		191	28-30	02-1090	
CHICAGO TITLE INSURANCE COMPANY					
FLORIDA COMMUNITY BANK					

 <b>RHODES &amp; RHODES</b> <b>LAND SURVEYING, INC.</b> <b>LICENSE #LB 6897</b>		1440 RAIL HEAD BOULEVARD, #1 NAPLES, FLORIDA 34110 (239) 593-0570 (239) 593-0581 FAX	
--	--	--	--

**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**

EXHIBIT

2

OR: 3423 PG: 0964 ✓

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

*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&amp;R FILE NO. 2003-946CON

DATE: May 29, 2003

OR: 3457 PG: 1913 ✓✓



**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.*

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&amp;R FILE NO. 2003-94CON

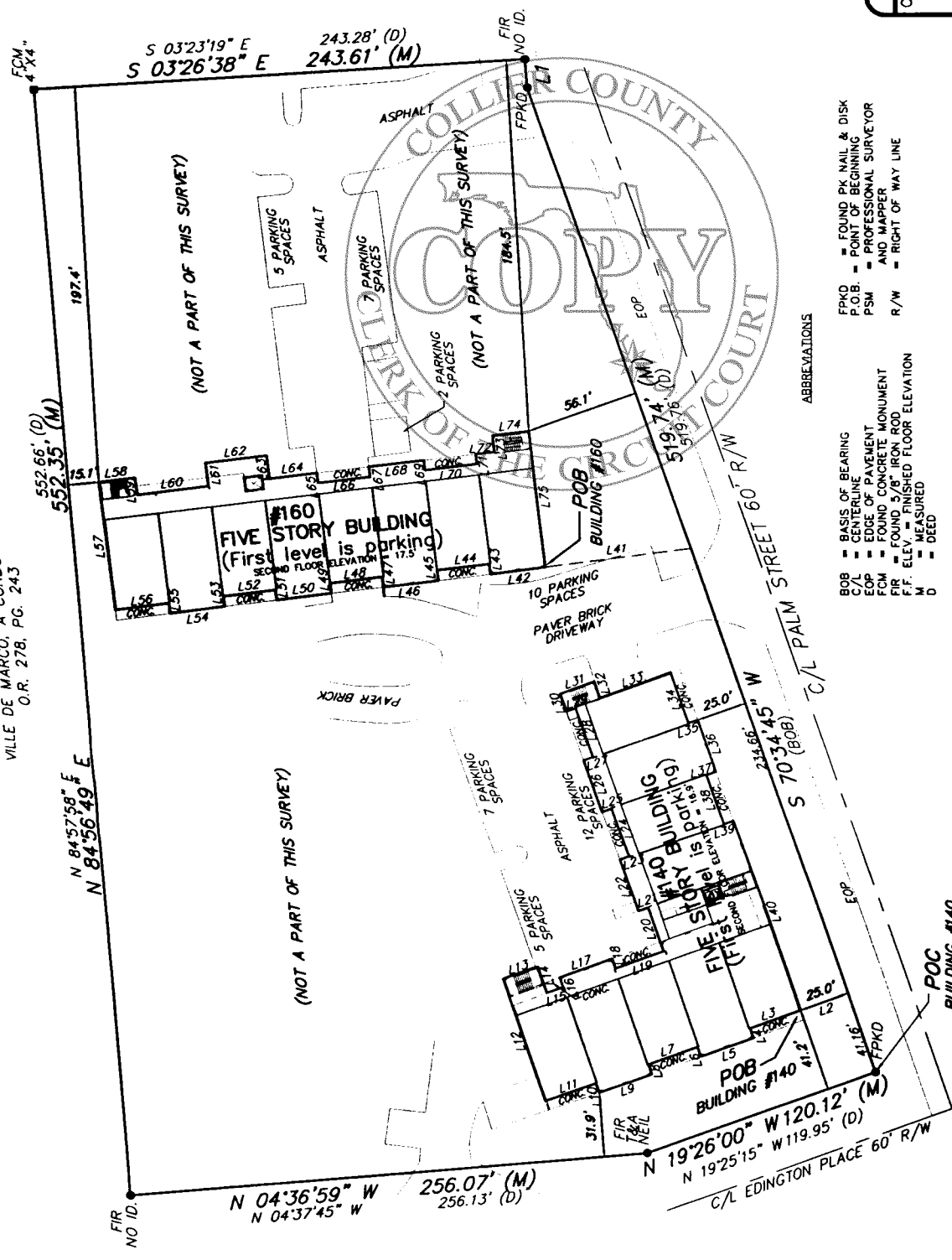
DATE: *May 29, 2003*

✓✓ OR: 3457 PG: 1914 ✓✓

OR: 3423 PG: 0966

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

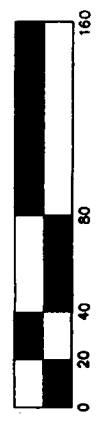
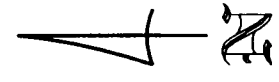
MARCO ISLAND VILLAS  
A CONDOMINIUM  
O.R. 440, PG. 25



- ABBREVIATIONS
- BOB - BASIS OF BEARING
  - C/L - CENTERLINE
  - EOP - EDGE OF PAVEMENT
  - FCM - FOUND CONCRETE MONUMENT
  - FIR - FOUND 5/8" IRON ROD
  - M - MEASURED
  - D - DEED
  - FPKD - FOUND PK 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 CHAPTER 472.027, FLORIDA STATUTES.

FLOOD ZONE: 120067 801E & 803F  
ZONE VE ELEVATION 11'  
PANEL NO.: 120067 801E & 803F  
MAP REVISION DATE: AUGUST 3, 1992  
JULY 20, 1998



LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L10	14.22'	S 84°59'22" E	L38	23.90'	S 70°34'19" W
L11	14.14'	S 85°11'38" E	L39	5.00'	S 19°25'41" E
L2	24.98'	S 19°23'22" E	L40	100.50'	S 70°34'19" W
L3	26.60'	S 19°23'22" E	L41	27.88'	S 07°02'43" E
L4	5.00'	S 70°36'38" W	L42	27.45'	N 07°02'43" W
L5	27.80'	S 19°23'22" E	L43	5.00'	N 82°39'46" E
L6	5.00'	N 70°36'38" E	L44	25.89'	N 06°41'46" W
L7	25.90'	N 19°23'22" E	L45	5.00'	S 83°18'14" W
L8	5.00'	S 70°36'38" W	L46	27.40'	N 06°41'46" W
L9	27.40'	N 19°23'22" E	L47	5.00'	N 83°18'14" E
L10	5.00'	N 70°36'38" E	L48	25.90'	N 06°41'46" W
L11	26.60'	S 19°23'22" E	L49	5.00'	S 83°18'14" W
L12	63.80'	N 70°36'38" E	L50	27.24'	N 06°33'17" W
L13	18.20'	S 19°23'22" E	L51	5.00'	N 83°06'43" E
L14	13.70'	S 70°36'38" W	L52	25.90'	N 06°33'17" W
L15	8.50'	S 19°23'22" E	L53	5.00'	S 83°08'43" W
L16	5.00'	N 70°36'38" E	L54	27.21'	N 07°10'49" W
L17	27.40'	S 19°23'22" E	L55	5.10'	N 87°49'11" E
L18	5.00'	S 70°36'38" W	L56	26.60'	N 07°10'49" W
L19	25.90'	S 19°23'22" E	L57	63.80'	N 82°49'11" E
L20	22.90'	N 70°27'15" E	L58	18.10'	S 07°10'49" E
L21	5.00'	N 19°32'45" W	L59	8.80'	S 82°49'11" W
L22	27.40'	N 70°27'15" E	L60	35.40'	S 07°10'49" E
L23	4.80'	S 19°32'45" E	L61	11.70'	N 82°49'11" E
L24	25.90'	N 70°27'15" E	L62	30.50'	S 07°10'49" E
L25	5.00'	N 19°32'45" W	L63	11.72'	S 82°49'11" W
L26	27.40'	N 70°27'15" E	L64	23.50'	S 07°11'03" E
L27	5.00'	S 19°32'45" E	L65	5.09'	S 82°48'57" W
L28	25.90'	N 70°27'15" E	L66	25.90'	S 06°46'15" E
L29	5.00'	N 19°32'45" W	L67	5.00'	S 83°13'45" E
L30	9.40'	N 70°27'15" E	L68	27.37'	S 06°46'15" E
L31	18.10'	S 19°32'45" E	L69	4.95'	S 83°16'51" W
L32	8.80'	S 71°15'45" W	L70	25.90'	S 06°43'09" E
L33	37.10'	S 19°32'28" E	L71	5.00'	N 83°16'51" E
L34	26.74'	S 70°40'00" W	L72	9.30'	N 06°43'09" E
L35	5.00'	S 19°25'41" E	L73	8.60'	N 83°16'51" E
L36	27.40'	S 70°34'19" W	L74	18.11'	S 06°43'09" E
L37	5.00'	N 19°25'41" W	L75	68.83'	S 83°16'54" W

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTIONS AND NOTES

*Thomas E. Rhodes*

**BOUNDARY SURVEY**

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

design:

drawn:  
RWC

checked:  
JRT

ocad #:  
2003-94

view:  
PILOT

project #:  
2003-94

sheet #:  
1 of 2

file #:  
2003-94

CON

date:  
FEB. 05, 2003

scale:  
1" = 80'

cogo #:  
02-1090

bk: 1 pg: 185

37-40

191

20-22

191

24-28

191

28-30

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

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



✓ OR: 3457 PG: 1917 ✓

# OLDE MARCO, A CONDOMINIUM

CONDOMINIUM BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

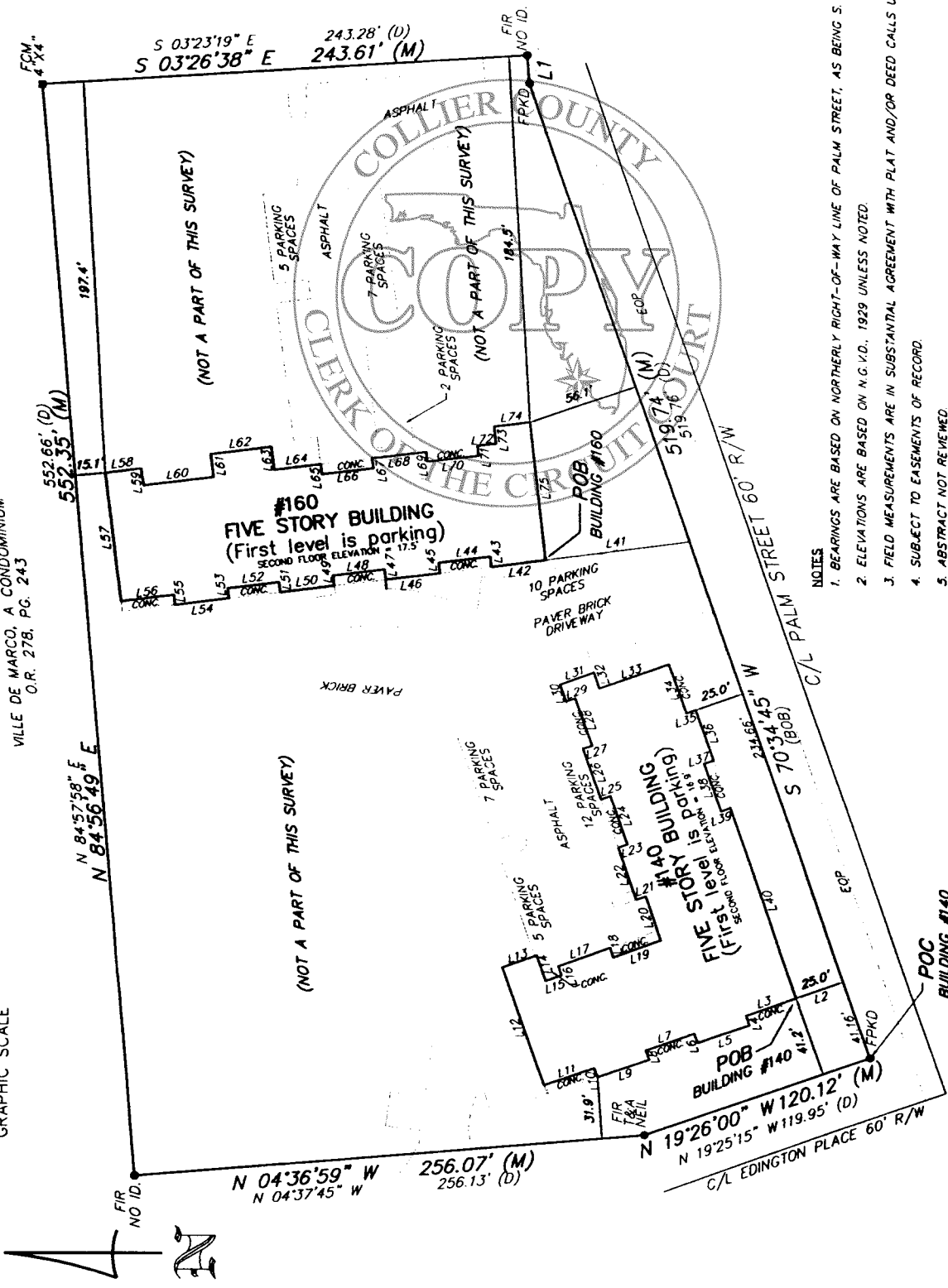
SHEET 1 OF 11

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

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

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1(D)	14.22'	S 84°59'22" W	L38	25.90'	S 70°34'19" W
L1(M)	14.14'	S 85°11'38" W	L39	5.00'	S 19°25'41" E
L2	24.98'	S 19°23'22" E	L40	100.50'	S 70°34'19" W
L3	26.60'	N 19°23'22" W	L41	72.88'	S 70°34'19" W
L4	5.00'	S 70°36'38" W	L42	27.45'	N 07°02'43" E
L5	27.60'	N 19°23'22" W	L43	5.00'	N 82°39'46" E
L6	5.00'	N 70°36'38" E	L44	25.89'	N 06°41'46" W
L7	25.90'	N 19°23'22" W	L45	5.00'	S 83°18'14" W
L8	5.00'	S 70°36'38" W	L46	27.40'	N 06°41'46" W
L9	27.40'	N 19°23'22" W	L47	5.00'	N 83°18'14" E
L10	5.00'	N 70°36'38" E	L48	25.90'	N 06°41'46" W
L11	26.60'	N 19°23'22" W	L49	5.00'	S 83°18'14" W
L12	63.80'	N 70°36'38" E	L50	27.24'	N 06°43'11" W
L13	16.20'	S 19°23'22" E	L51	5.00'	N 83°08'43" E
L14	13.70'	S 70°36'38" W	L52	25.90'	N 06°43'17" W
L15	8.50'	S 19°23'22" E	L53	5.00'	S 83°08'43" W
L16	5.00'	N 70°36'38" E	L54	27.21'	N 07°10'49" W
L17	27.40'	S 19°23'22" E	L55	5.10'	N 82°49'11" E
L18	3.00'	S 70°36'38" W	L56	26.60'	N 07°10'49" W
L19	25.30'	S 19°23'22" E	L57	63.80'	N 82°49'11" E
L20	22.90'	N 70°27'15" E	L58	18.10'	S 07°10'49" E
L21	5.00'	N 19°32'45" W	L59	8.80'	S 82°49'11" W
L22	27.40'	N 70°27'15" E	L60	35.40'	S 07°10'49" E
L23	4.90'	S 19°32'45" E	L61	11.70'	N 82°49'11" E
L24	25.90'	N 70°27'15" E	L62	30.50'	S 07°10'49" E
L25	5.00'	N 19°32'45" W	L63	11.72'	S 82°49'11" W
L26	27.40'	N 70°27'15" E	L64	23.50'	S 07°11'03" E
L27	5.00'	S 19°32'45" E	L65	5.09'	S 82°48'52" W
L28	25.90'	N 70°27'15" E	L66	25.90'	S 08°46'15" E
L29	5.00'	N 19°32'45" W	L67	5.00'	N 83°13'45" E
L30	9.40'	N 70°27'15" E	L68	27.37'	S 06°46'15" W
L31	18.10'	S 19°32'45" E	L69	4.95'	S 83°16'51" W
L32	8.60'	S 71°15'45" W	L70	25.90'	S 08°43'09" E
L33	37.10'	S 19°32'25" E	L71	5.00'	N 83°16'51" E
L34	26.74'	S 70°40'00" W	L72	9.30'	S 06°43'09" E
L35	5.00'	S 19°25'41" E	L73	8.60'	N 83°16'51" E
L36	27.40'	S 70°34'19" W	L74	18.11'	S 06°43'09" E
L37	5.00'	N 19°25'41" W	L75	68.83'	S 83°16'54" W

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



- 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 THEREOF, UNLESS OTHERWISE NOTED.

EXHIBIT "B"

OLDE MARCO, A CONDOMINIUM  
CONDOMINIUM SURVEY  
ENTIRE BUILDING LESS FIFTH FLOOR  
BUILDING #140 & BUILDING #160

SHEET 1 OF 2

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

THOMAS E. RHODES, SR., P.S.M. #5854

OLDE MARCO, A CONDOMINIUM

BUILDING #140

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, 41.16 FEET; THENCE NORTH 19°23'22" WEST, 24.98 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 19°23'22" WEST, 26.60 FEET; THENCE SOUTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 27.60 FEET; THENCE NORTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 27.40 FEET; THENCE NORTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 26.60 FEET; THENCE SOUTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 13.70 FEET; THENCE SOUTH 19°23'22" EAST, 8.50 FEET; THENCE NORTH 70°36'38" WEST, 5.00 FEET; THENCE SOUTH 19°23'22" EAST, 27.40 FEET; THENCE SOUTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 70°27'15" EAST, 25.30 FEET; THENCE SOUTH 19°23'22" EAST, 22.90 FEET; THENCE NORTH 70°27'15" EAST, 27.40 FEET; THENCE SOUTH 19°23'22" EAST, 4.90 FEET; THENCE NORTH 70°27'15" EAST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 27.40 FEET; THENCE SOUTH 19°23'22" WEST, 5.00 FEET; THENCE NORTH 70°27'15" EAST, 18.10 FEET; THENCE SOUTH 71°15'45" WEST, 8.60 FEET; THENCE NORTH 70°27'15" EAST, 9.40 FEET; THENCE SOUTH 70°40'00" WEST, 26.74 FEET; THENCE SOUTH 19°23'22" EAST, 37.10 FEET; THENCE SOUTH 70°34'19" WEST, 5.00 FEET; THENCE NORTH 19°25'41" WEST, 5.00 FEET; THENCE SOUTH 70°34'19" WEST, 100.50 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT

BUILDING #140-PENTHOUSE PARCEL

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, LYING ABOVE ELEVATION 48.1 N.G.V.D. 1929, BEING THE FINISH OF FIFTH FLOOR OF EXISTING BUILDING #140, AND BELOW ELEVATION OF 57.9 N.G.V.D. 1929, BEING THE CEILING ELEVATION OF THE FIFTH FLOOR AND WHICH IS LOCATED ON THE LAND 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, 41.16 FEET; THENCE NORTH 19°23'22" WEST, 24.98 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 19°23'22" WEST, 26.60 FEET; THENCE SOUTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 27.60 FEET; THENCE NORTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 26.60 FEET; THENCE SOUTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 13.70 FEET; THENCE SOUTH 19°23'22" EAST, 8.50 FEET; THENCE NORTH 70°36'38" WEST, 5.00 FEET; THENCE SOUTH 19°23'22" EAST, 27.40 FEET; THENCE SOUTH 70°36'38" WEST, 5.00 FEET; THENCE NORTH 70°27'15" EAST, 25.30 FEET; THENCE SOUTH 19°23'22" EAST, 22.90 FEET; THENCE NORTH 70°27'15" EAST, 27.40 FEET; THENCE SOUTH 19°23'22" EAST, 4.90 FEET; THENCE NORTH 70°27'15" EAST, 5.00 FEET; THENCE NORTH 19°23'22" WEST, 27.40 FEET; THENCE SOUTH 19°23'22" WEST, 5.00 FEET; THENCE NORTH 70°27'15" EAST, 18.10 FEET; THENCE SOUTH 71°15'45" WEST, 8.60 FEET; THENCE NORTH 70°27'15" EAST, 9.40 FEET; THENCE SOUTH 70°40'00" WEST, 26.74 FEET; THENCE SOUTH 19°23'22" EAST, 37.10 FEET; THENCE SOUTH 70°34'19" WEST, 5.00 FEET; THENCE NORTH 19°25'41" WEST, 5.00 FEET; THENCE SOUTH 70°34'19" WEST, 100.50 FEET TO THE POINT OF BEGINNING.

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, 27.52 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, 27.45 FEET; THENCE NORTH 82°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 83°18'14" WEST, 27.24 FEET; THENCE NORTH 83°06'43" EAST, 5.00 FEET; THENCE NORTH 06°53'17" WEST, 5.00 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 SOUTH 07°10'49" EAST, 35.40 FEET; THENCE NORTH 82°49'11" EAST, 11.70 FEET; THENCE SOUTH 07°10'49" WEST, 30.50 FEET; THENCE SOUTH 06°46'15" EAST, 11.72 FEET; THENCE SOUTH 07°11'03" EAST, 23.50 FEET; THENCE SOUTH 82°48'57" WEST, 5.09 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, 8.60 FEET; THENCE SOUTH 83°16'51" EAST, 18.11 FEET; THENCE SOUTH 83°16'54" WEST, 68.83 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT

BUILDING #160-PENTHOUSE PARCEL

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, LYING ABOVE ELEVATION 49.3 N.G.V.D. 1929, BEING THE FINISH OF FIFTH FLOOR OF EXISTING BUILDING #160, AND BELOW ELEVATION OF 59.1 N.G.V.D. 1929, BEING THE CEILING ELEVATION OF THE FIFTH FLOOR AND WHICH IS LOCATED ON THE LAND 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, 27.52 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, 27.45 FEET; THENCE NORTH 82°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 83°18'14" WEST, 27.24 FEET; THENCE NORTH 83°06'43" EAST, 5.00 FEET; THENCE NORTH 06°53'17" WEST, 5.00 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 SOUTH 07°10'49" EAST, 35.40 FEET; THENCE NORTH 82°49'11" EAST, 11.70 FEET; THENCE SOUTH 07°10'49" WEST, 30.50 FEET; THENCE SOUTH 06°46'15" EAST, 11.72 FEET; THENCE SOUTH 07°11'03" EAST, 23.50 FEET; THENCE SOUTH 82°48'57" WEST, 5.09 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, 8.60 FEET; THENCE SOUTH 83°16'51" EAST, 18.11 FEET; THENCE SOUTH 83°16'54" WEST, 68.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

OLDE MARCO, A CONDOMINIUM

BUILDING DESCRIPTIONS

BUILDING #140 & BUILDING #160

SHEET 2 OF 2

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,

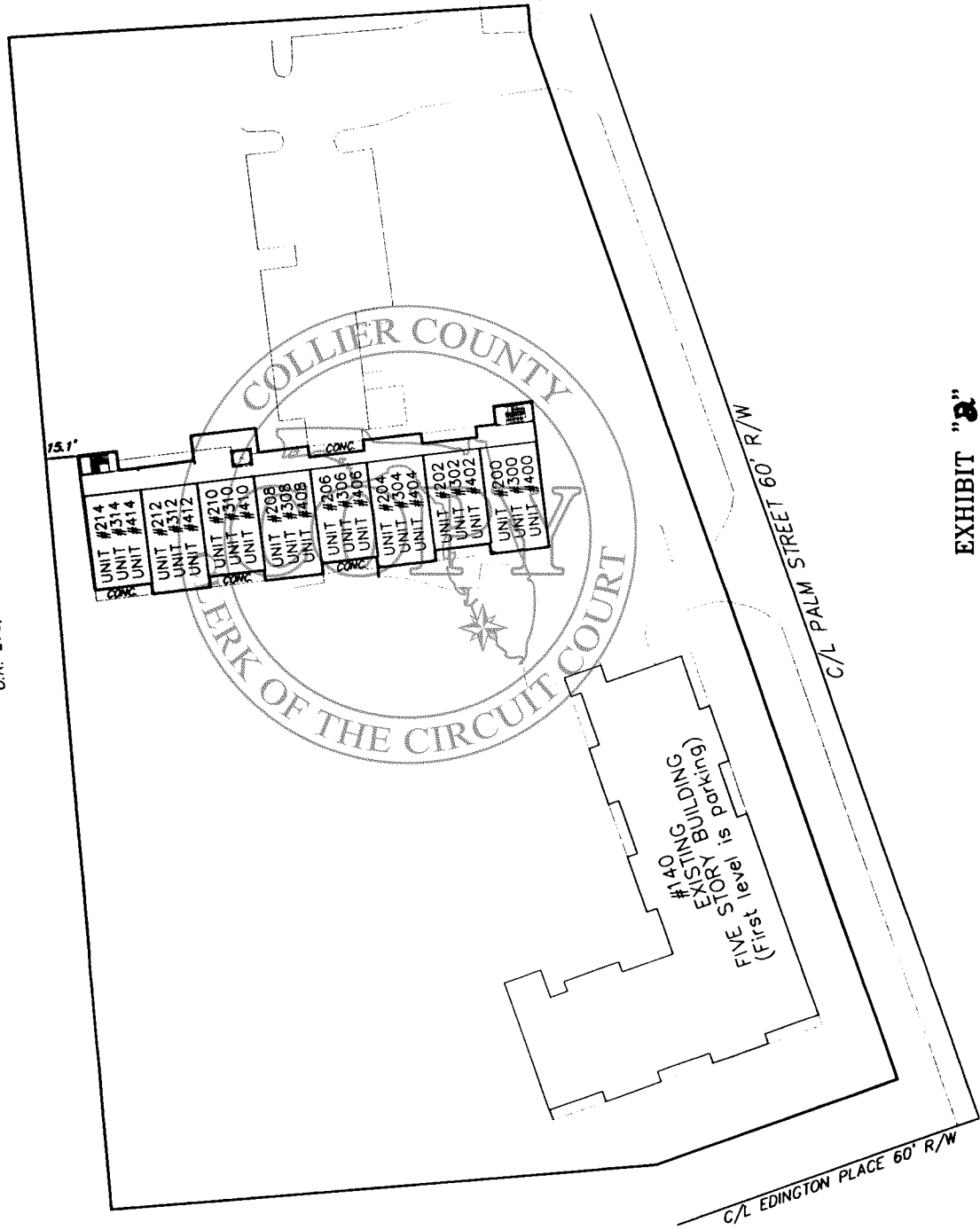
CONDOMINIUM BOOK -----, PAGE-----

SHEET 3 OF 11



GRAPHIC SCALE

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



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

✓ OR: 3457 PG: 1919 ✓

OR: 3319 PG: 0188

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,  
PLOT PLAN  
BUILDING #160  
\*ASBUILT\*

OLDE MARCO, A CONDOMINIUM

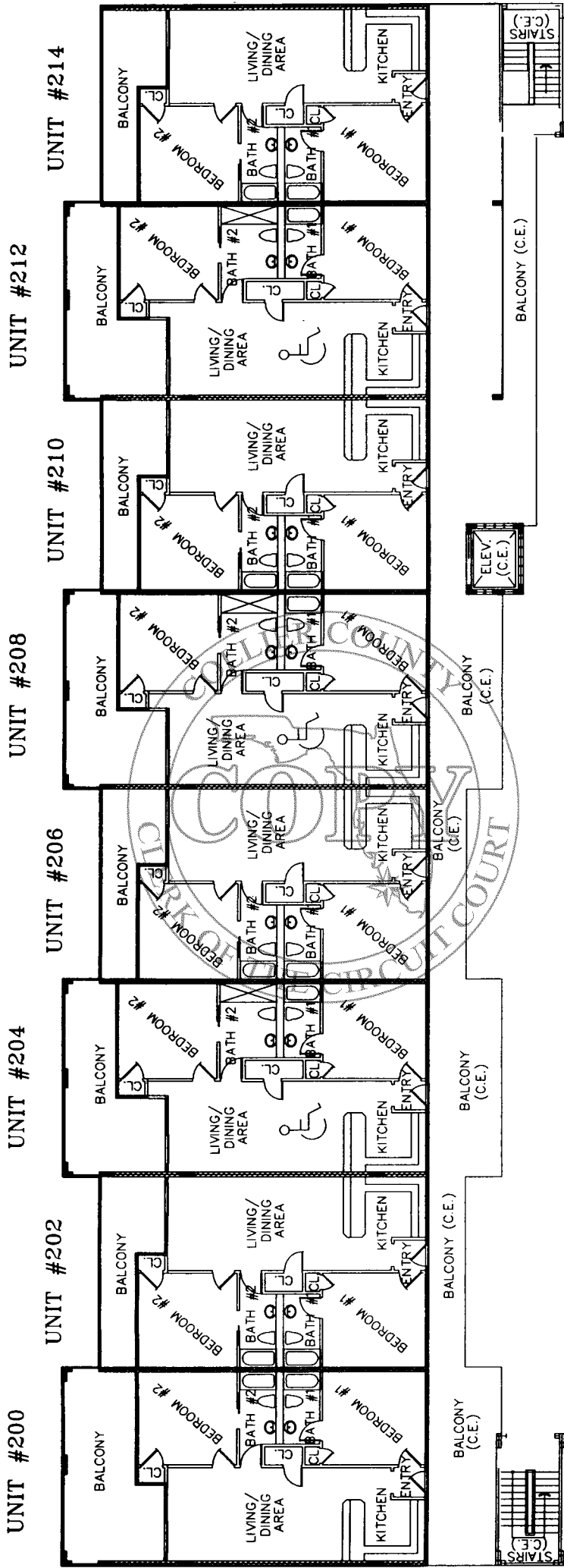


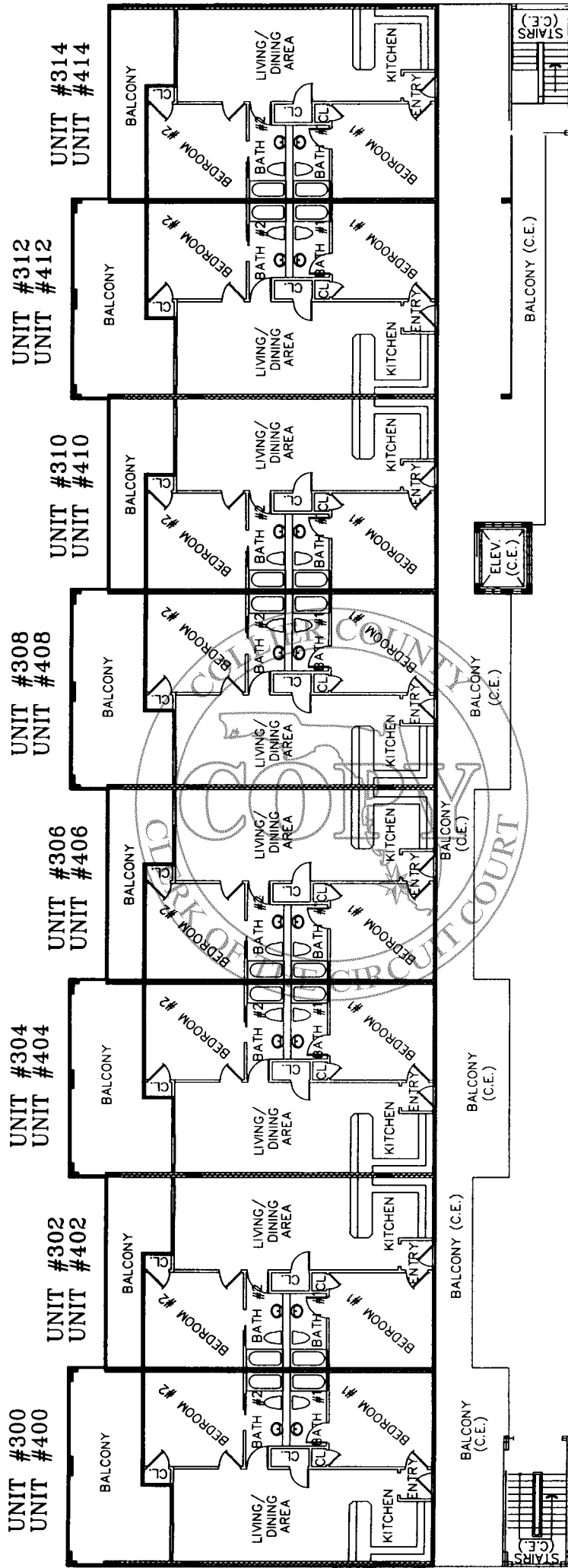
EXHIBIT "B"  
OLDE MARCO, A CONDOMINIUM  
SECOND FLOOR PLANS  
BUILDING #160  
\*ASBUILT\*

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

***OLDE MARCO, A CONDOMINIUM***

CONDOMINIUM BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 5 OF 11



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**  
**THIRD & FORTH FLOOR PLANS**  
**BUILDING #160**  
**\*ASBUILT\***





# OLDE MARCO, A CONDOMINIUM

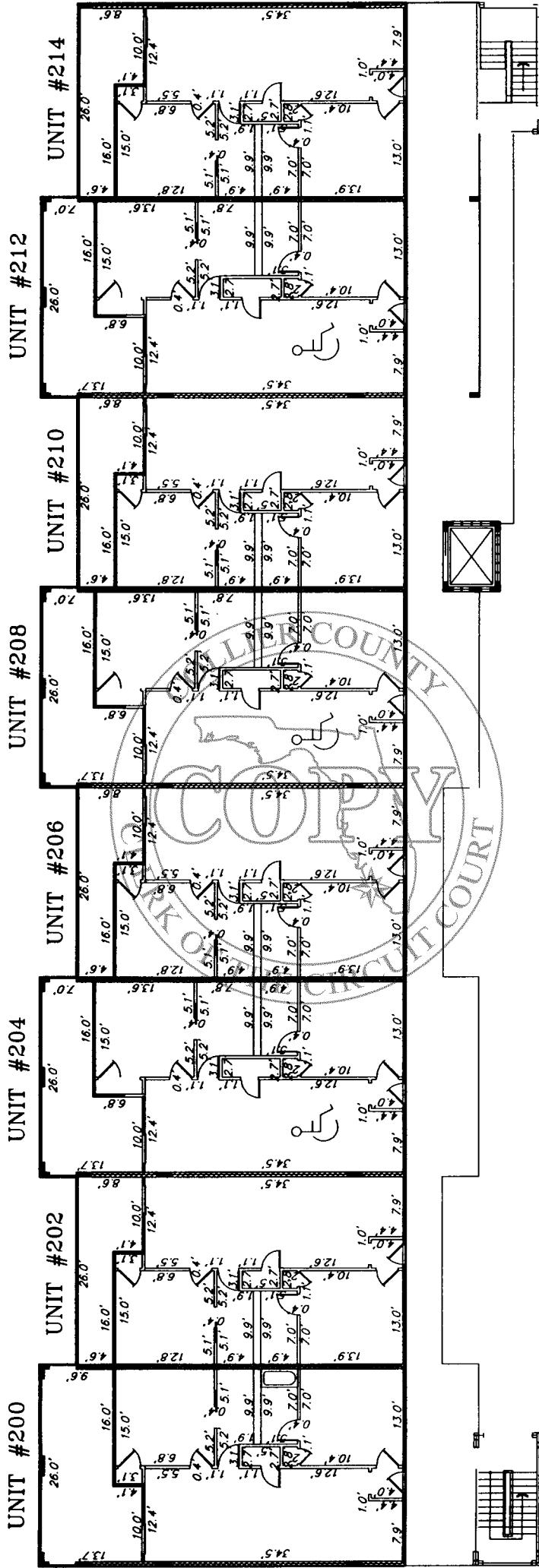
CONDOMINIUM BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 6 OF 11

OR: 3423 PG: 0973

OR: 3319 PG: 0191

OR: 3457 PG: 1922



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

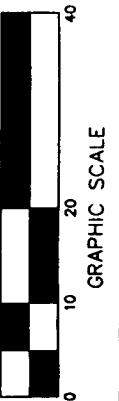


EXHIBIT "A"  
OLDE MARCO, A CONDOMINIUM  
SECOND FLOOR UNIT DIMENSION PLAN  
BUILDING #160  
\*ASBUILT\*

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

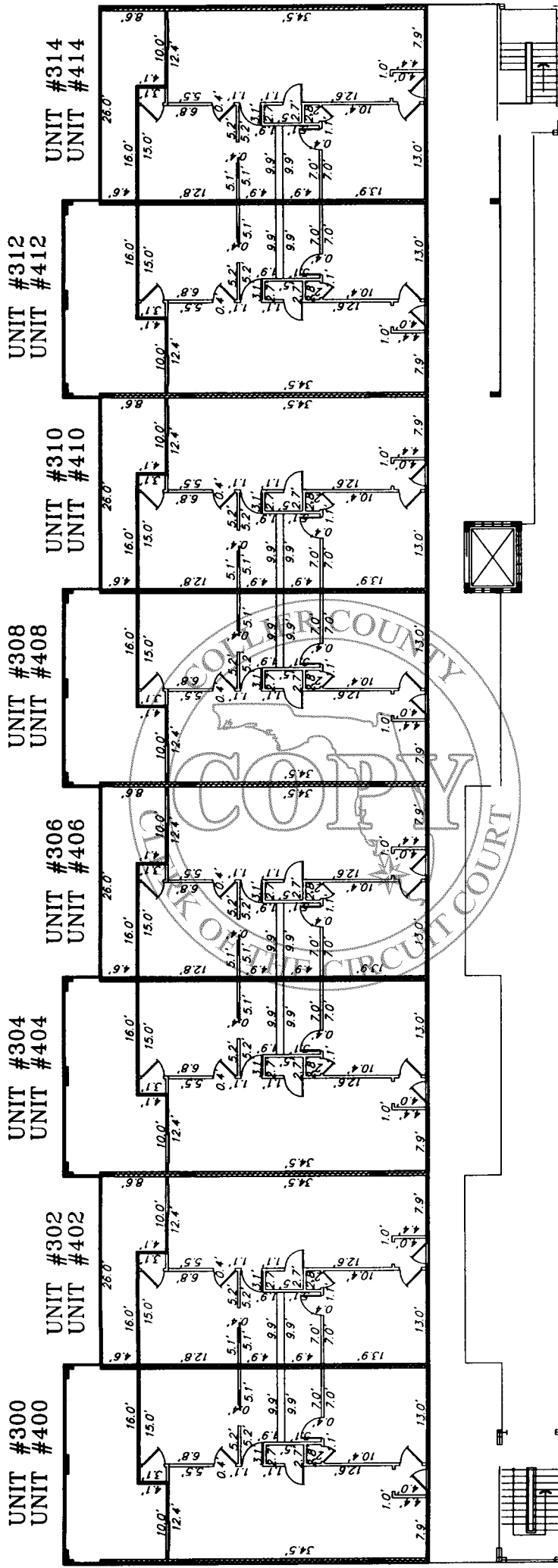
CONDOMINIUM BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 7 OF 11

✓ OR: 3423 PG: 0974 ✓

OR: 3319 PG: 0192

✓ OR: 3457 PG: 1923 ✓



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  
THIRD & FORTH FLOOR UNIT DIMENSION PLAN  
BUILDING #160  
\*ASBUILT\*

***OLDE MARCO, A CONDOMINIUM***

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

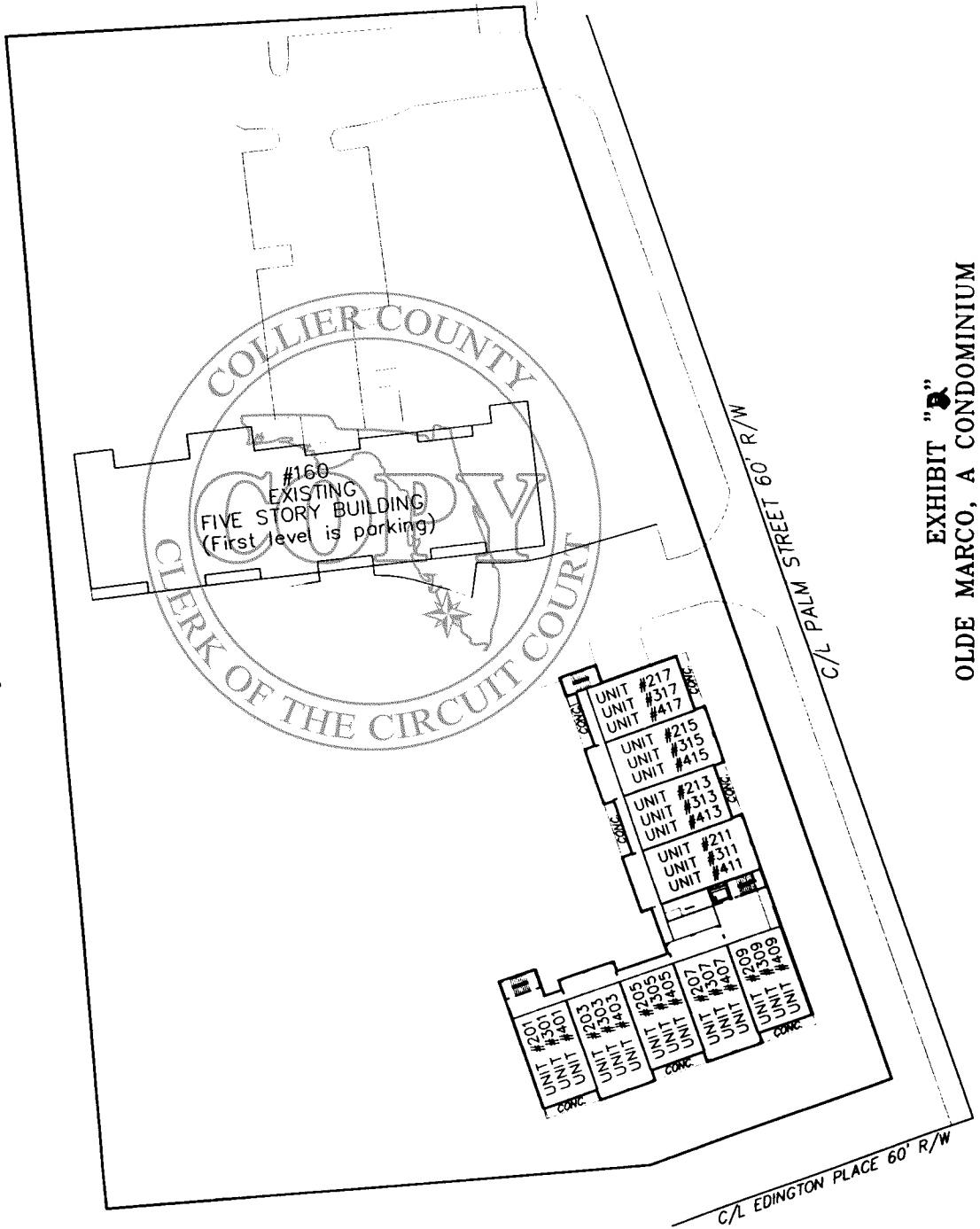
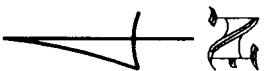
MARCO ISLAND VILLAS  
A CONDOMINIUM  
O.R. 440, PG. 25

✓✓ OR: 3457 PG: 1924



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

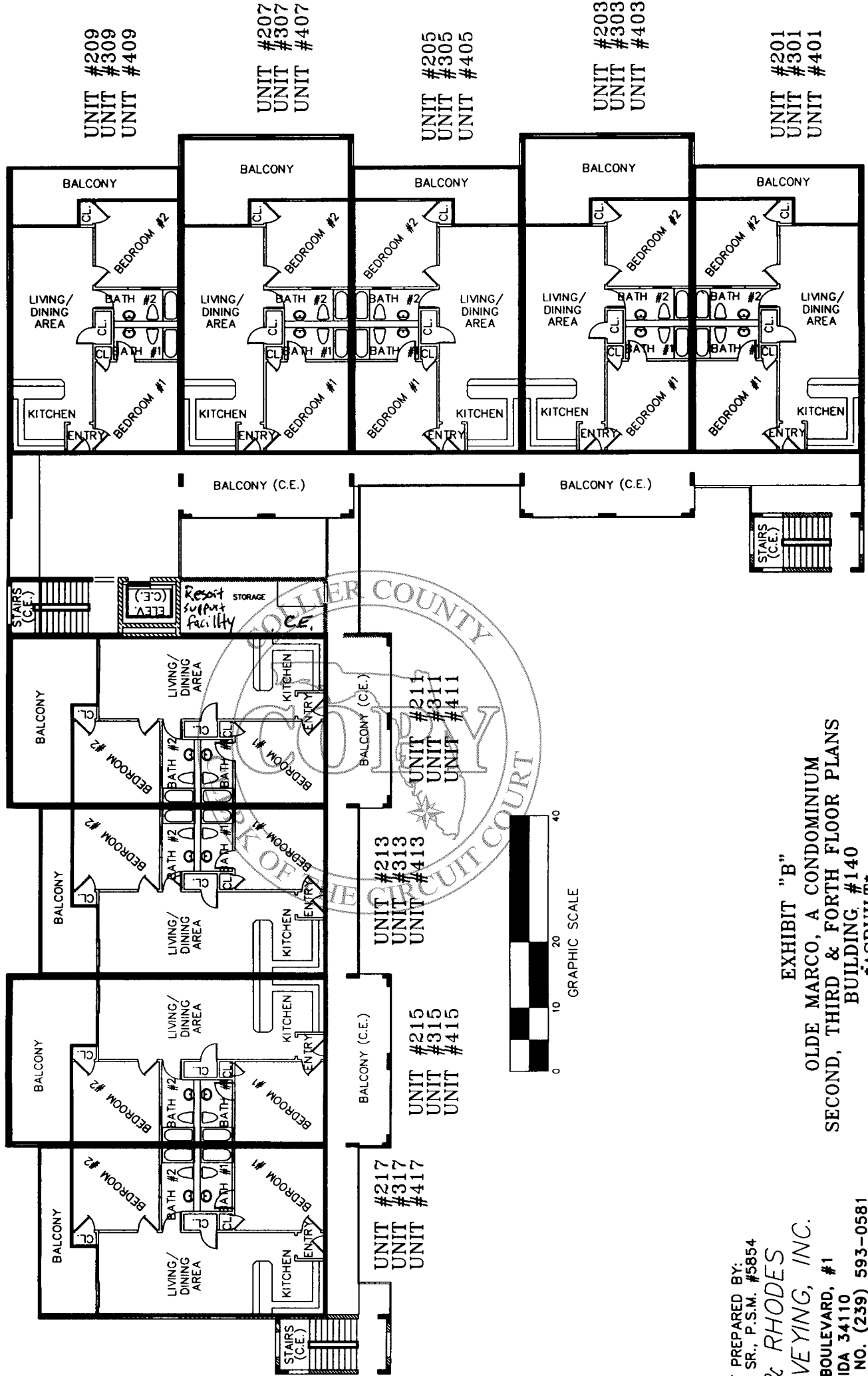
**EXHIBIT "B"**  
**OLDE MARCO, A CONDOMINIUM**  
**PLOT PLAN**  
**BUILDING #140**  
**\*ASBUILT\***



OLDE MARCO, A CONDOMINIUM

CONDOMINIUM BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 9 OF 11



# OLDE MARCO, A CONDOMINIUM

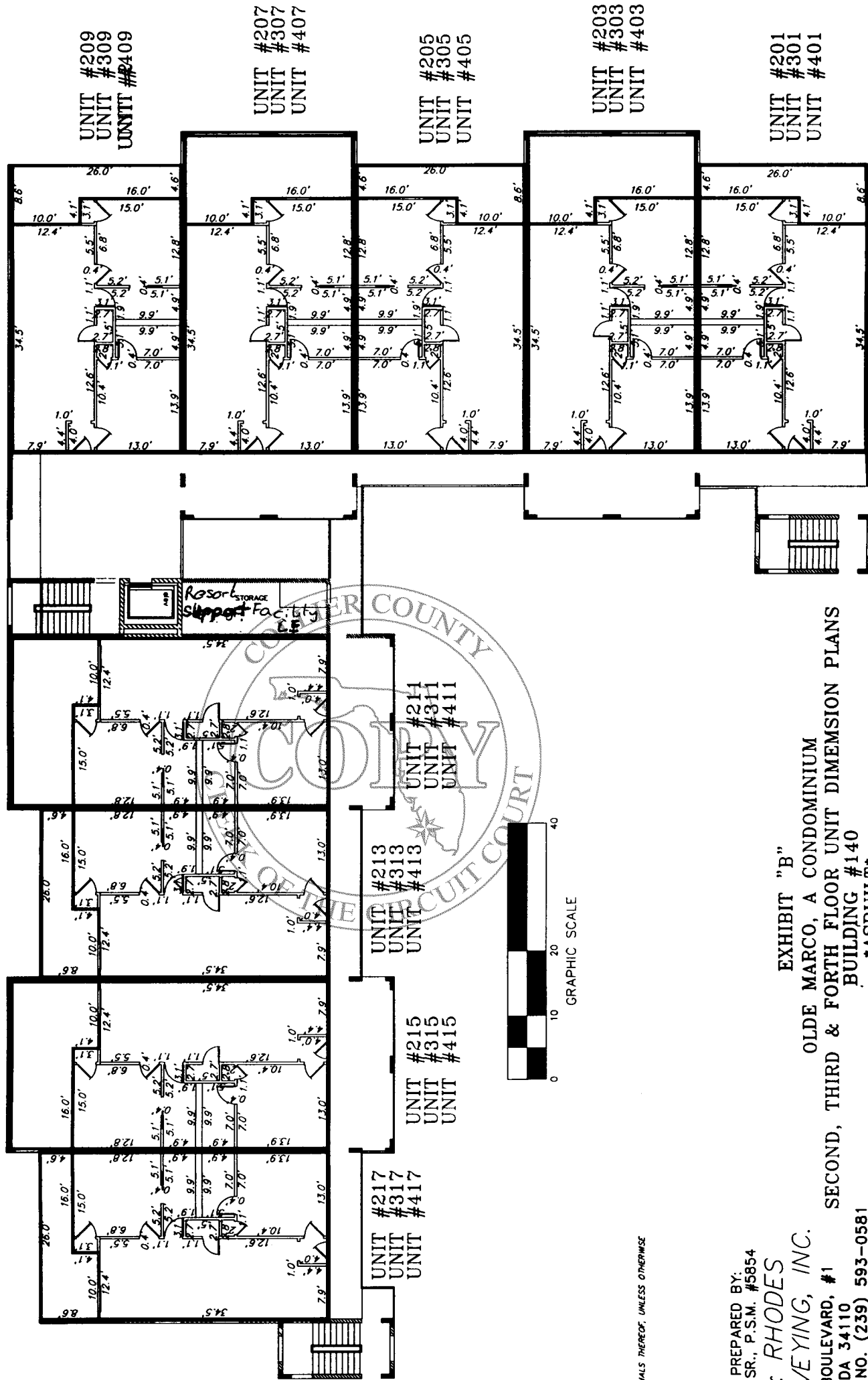
CONDOMINIUM BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 10 OF 11

OR: 3423 PG: 0977

OR: 3319 PG: 0195

OR: 3457 PG: 1926



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

CONDOMINIUM BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

SHEET 11 OF 11

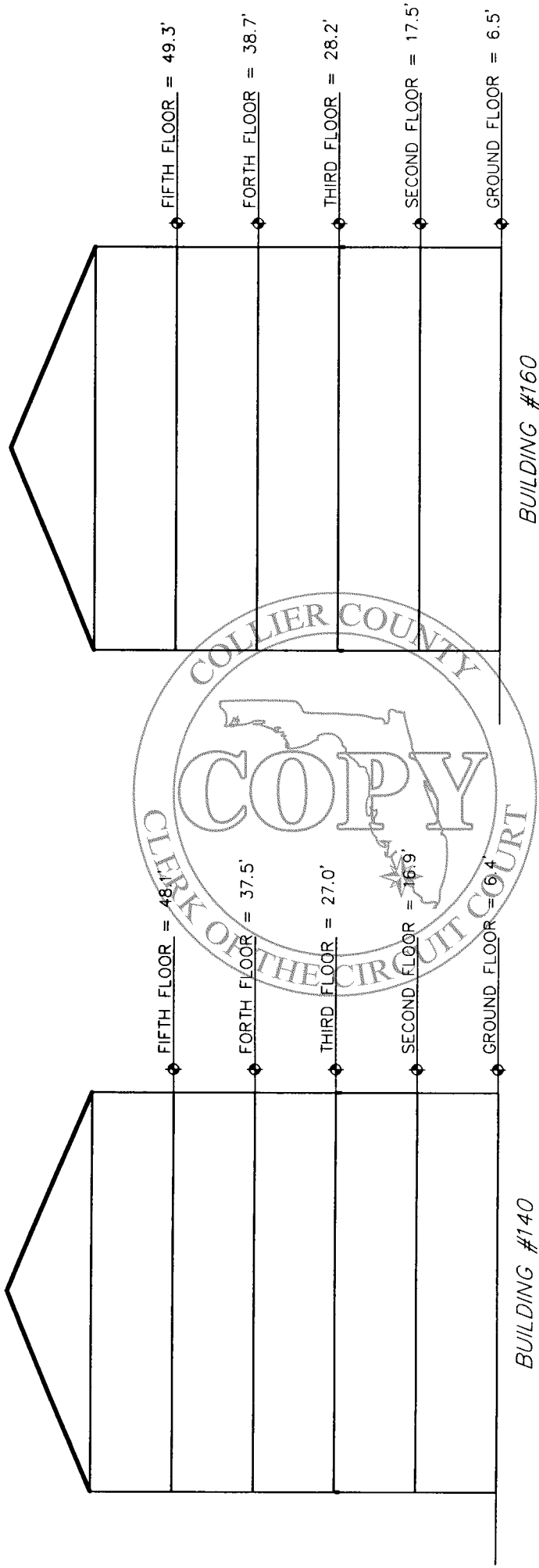


EXHIBIT "B"

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

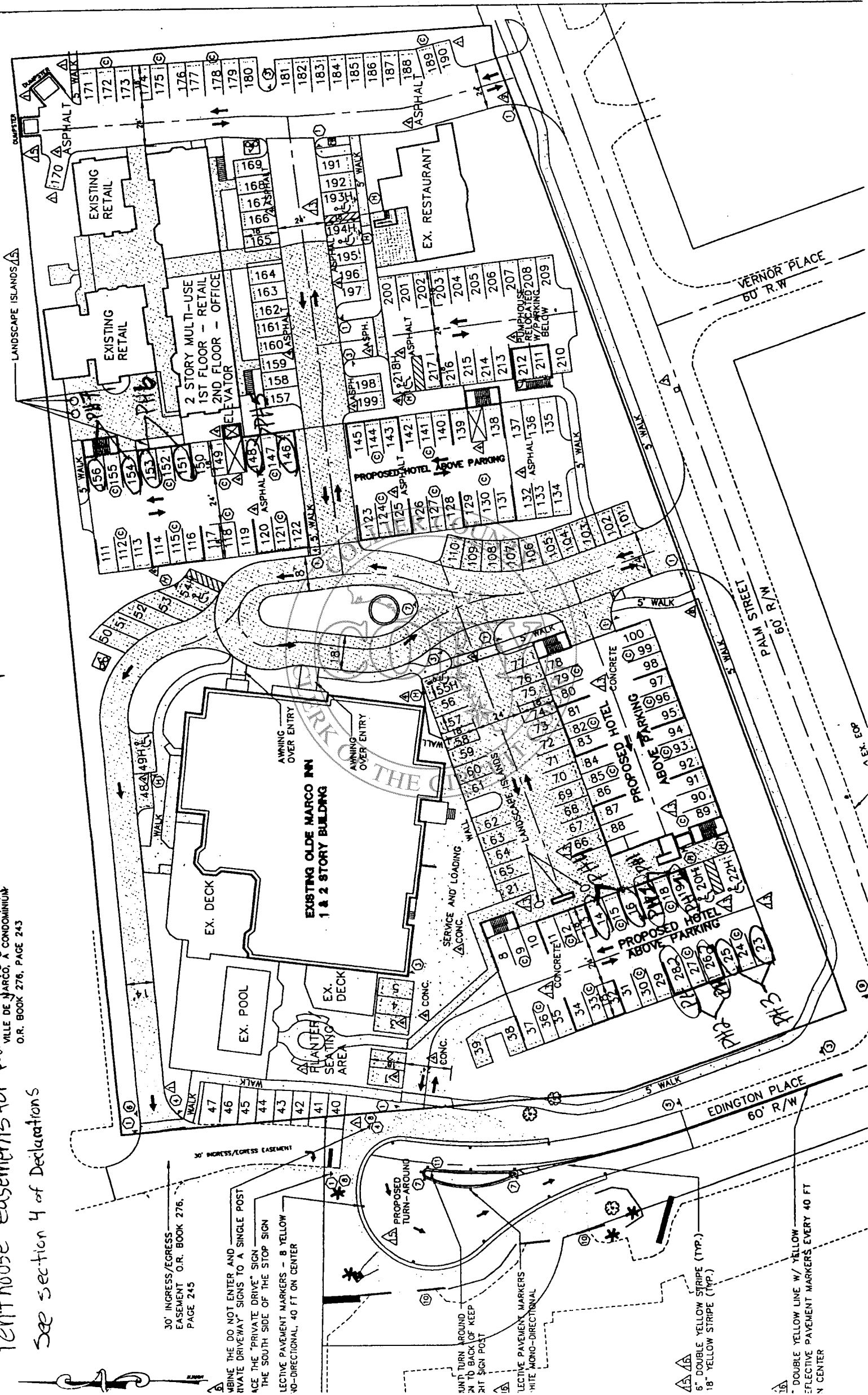
THIS INSTRUMENT PREPARED BY:  
THOMAS E. RHODES, SR., P.S.M. #5854  
**RHODES & RHODES**  
LAND SURVEYING, INC.  
1440 RAIL HEAD BOULEVARD, #1  
NAPLES, FLORIDA 34110  
(239) 593-0570 FAX NO. (239) 593-0581  
FLORIDA BUSINESS LICENSE NO. LB 6897

OR: 3457 PG: 1927

OR: 3423 PG: 0978

OR: 3319 PG: 0196

Penthouse easements for parking identification as PH + - PH + in spaces on Columbus Blvd.  
See section 4 of Declarations



30' INGRESS/EGRESS EASEMENT O.R. BOOK 276, PAGE 245

WHEN THE DO NOT ENTER AND PRIVATE DRIVEWAY" SIGNS TO A SINGLE POST FACE THE "PRIVATE DRIVE" SIGN THE SOUTH SIDE OF THE STOP SIGN  
LECTIVE PAVEMENT MARKERS - 8 YELLOW NO-DIRECTIONAL, 40 FT ON CENTER

UNIT TURN AROUND IN TO BACK OF KEEP HIT SIGN POST  
LECTIVE PAVEMENT MARKERS WHITE MONO-DIRECTIONAL

6" DOUBLE YELLOW STRIPE (TYP.) 18" YELLOW STRIPE (TYP.)

DOUBLE YELLOW LINE W/ YELLOW EFFECTIVE PAVEMENT MARKERS EVERY 40 FT N CENTER

BY-LAWS OF

## OLDE MARCO CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized  
under the laws of the State of Florida

1. **Identity.** These are the By-Laws of Olde Marco Condominium Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Collier County, Florida, and known as Olde Marco, A Condominium (the "Condominium").
  - 1.1 **Principal Office.** The principal office of the Association shall be at 100 Palm St. Marco Island FL 34145, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at the principal office, or at such other place as may be permitted by the Act from time to time.
  - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
  - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. **Definitions.** For convenience, the By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
  - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held during the month that shall fall one year following the date of filing of the Declaration, at such time, place and date as the board shall determine.
  - 3.2 **Special Meetings.** Special members' meeting shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association or upon receipt of a written application of ten percent (10%) of the voting interest to the



Board under Section 718.112(e) Florida Statutes relating to the Budget and Section 718.112(k) Florida Statutes relating to recall of the Board. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act.

- 3.3 Notice of Meeting; Waiver of Notice. Written notice of a meeting of members, which shall incorporate an identification of agenda items and state the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the meeting. The notice of the meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

Notice of specific meeting(s) may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

- 3.3.1 Special Provisions Relating to Notice of Board of Directors. Regular election of the Board of Directors shall occur on the date of the annual meeting. In addition to the foregoing notice provisions, not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary not less than forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in paragraph 3.3 hereof, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates.

- 3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to vote in excess of 33-1/3% of the votes of members.

- 3.5 Voting.

- (a) Number of Votes. Except as provided in paragraph 3.10 hereof, and except when the vote is to be determined by a percentage of shares of ownership in the Condominium (as contemplated in specific portions of the Declaration), in any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy, if allowed, at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves. The occupancy and use restrictions may not be changed by vote, unless and until the property's zoning is changed to allow for residential use of the property.
- (c) Voting Member. If a Unit is owned by one person, the right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.6 Proxies. Votes may be cast in person but not by general proxy, but votes may be cast by limited proxies. However, limited proxies and general proxies may be used for purposes of establishing a quorum. Limited proxies may be used for votes taken to waive or reduce reserve accounts for capital expenditures and deferred maintenance; for votes

taken to waive financial statement requirements in accordance with the Act; for votes taken to amend the Declaration, Articles or these By-Laws; or for any other matter for which the members are required or permitted to vote. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding this Section 3.6, no proxy, limited or general, shall be used in the election of the Board of Directors.

Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as set forth in 3.5 above), name the person(s) voting the proxy and the person authorized to vote for such person(s) and filed with the Secretary of the Association before the appointed time of each meeting for which it is given. Each proxy shall also contain the date, time and place of the meeting for which it is given, and if a limited proxy, shall set forth the matter on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit Owners. Notwithstanding the form of proxy prescribed herein, such forms of limited proxy required by the Act as may be amended from time to time shall prevail where in conflict herewith.

- 3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
  - (b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
  - (c) Proof of notice of the meeting or waiver of notice;
  - (d) Reading of minutes;
  - (e) Reports of officers;
  - (f) Reports of committees;

- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9), directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as proved herein, from time to time upon majority vote of the membership, provided, however, that the number of Directors shall always be an odd number. Directors need not be Unit Owners.
- 4.2 Election of Directors. The election of Directors shall be conducted in the following manner:
- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.

- (b) Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice of such desire to the Secretary of the Association not less than forty (40) days before a scheduled election. Thereafter, but not less than fourteen (14) days before the scheduled election, the Association shall mail or deliver, along with the second notice of meeting described in Section 3.3.1 hereof, a ballot which shall list all the candidates. Any Unit Owner or other eligible person properly serving notice of candidacy may request that the ballot and notice be accompanied by an information sheet provided by the candidate, which information sheet shall be no larger than 8-1/2 inches by 11 inches. Nominations for Directors and additional directorships created at the election meeting shall be those contained in the ballot only.
- (c) The election shall be by written ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4.3 Vacancies and Removal

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of the owners of all Units. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.
- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum

of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.4 Term. Except as provided herein to the contrary, the term of each Directors' service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary; provided, however, in the event the organizational meeting shall follow the annual meeting in which the directors were newly elected or appointed, the notice of the annual meeting shall serve as notice of the organizational meeting.
- 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an

emergency.

- 4.7.1 Meetings, Special Assessments, Rules. Written notice of any meeting of Directors at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owner and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen-day (14-day) notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association.
- 4.7.2 Regular Assessments. Notice of any meeting in which regular 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 such assessments.
- 4.7.3 Unit Owner Attendance. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee is present shall be open to all Unit Owners. Unit Owners shall have the right to speak at such meetings with reference to all designated agenda items.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall constitute such Director's waiver of notice of such meeting.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder.
- 4.11 Joinder in Meeting by Approval of Minutes. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at any meeting of the Board of Directors. A vote or abstention for each Director present shall be recorded in the minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable

Director to be counted as being present for purposes of quorum.

- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Election of Chairman;
  - (b) Roll Call;
  - (c) Proof of due notice of meeting;
  - (d) Reading and disposal of any unapproved minutes;
  - (e) Reports of officers and committees;
  - (f) Election of Inspectors of Election;
  - (g) Election of officers;
  - (h) Unfinished business;
  - (i) New Business;
  - (j) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f) and (o) of Section 5 below.



The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the board shall consist of four (4) Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recording of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give such notice as required for election of directors as set forth under Section 4.2 hereof, a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association, if any.
- (e) Any house rules and regulations which have been promulgated.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited by an independent certified public accountant. All financial records shall be prepared in accordance with generally accepted accounting standards and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amount of assessments. The financial records required hereunder may be provided not later than ninety (90) days after Unit Owners, other than the Developer, elect a majority of the Board of Directors.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the common Elements or is ostensibly part of the common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the

Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

- (k) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the Improvements and in the landscaping of the Condominium or Association Property.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.

5. **Powers and Duties.** The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these By-Laws necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Elements.

- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium Property.
- (k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed the highest amount permitted under the Act (as it may be amended from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit, unless permitted by the Act (as it may be amended from time to time).
- (n) Purchasing or leasing Units for use by resident superintendents and other similar persons.

- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association-owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.
- (p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the power and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use (to the extent permitted by the Act).
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law from time to time in any one case.
- (t) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

6. Officers.

- 6.1 Executive Officers. The initial executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need to be Directors or Unit Owners), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice-President of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 6.6 Other. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.
- 6.7 Developer Appointees. No officer appointed by the Directors designated by the Developer may be removed except as provided in Section 4.16 hereof and by law.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as

such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or Officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

8. **Resignations.** Any Director or officer may resign their post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

9. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 **Budget.**

- (a) **Adoption by Board; Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, and for any other item for which the deferred maintenance expense, or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by a means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each reserve item. Reserves shall not be required if the members of the Association have, by a majority vote of the total voting interest voting in person or by limited proxy at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Notwithstanding the foregoing, prior to turnover of control of the Association by the Developer to the Unit Owners pursuant to the Act and Section 4.16 hereof, the Developer may vote to waive reserves for the first two (2) years of operation of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.
- (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than a majority vote of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.
- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special



meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

- 9.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceeding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the Amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 9.3 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 9.4 Late Assessments. Assessments not paid within ten (10) days from the date due may bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a late charge against the defaulting Unit Owner, in such amount as the Board may determine from time to time in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late.
- 9.5 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited in the Association's name. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. Reserve funds shall be maintained in a separate account in the Association's name from operating funds.
- 9.6 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may

accelerate Assessments due for the remainder of the budget year upon filing a claim of lien therefore. The then unpaid balance of the Assessments for the balance of the accelerated period shall be due upon the date the claim of lien is filed.

- 9.7 Enforcement of Assessments. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Act, the Declaration and these By-Laws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association in accordance with the Act.
- 9.8 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the board but not less than as required by 718.112(2)(j), Florida Statutes. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.9 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to the accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

No later than April 1, of the year following the end of a fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months (i.e., the last completed fiscal year). The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- a. Cost for security;
- b. Professional and management fees and expenses;
- c. Taxes;
- d. Cost for recreation facilities;
- e. Expenses for refuse collection and utility services;

- f. Expense for lawn care;
  - g. Cost for building maintenance and repair;
  - h. Insurance costs;
  - i. Administrative and salary expenses; and
  - j. General reserves, maintenance reserves and depreciation reserves.
- 9.10 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.
- 9.11 Notice of Meetings. Notice of any meeting where 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.
10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.
12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:
- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
  - 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
    - (a) by not less than a majority of the votes of those members of the Association who are present or represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

- (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or
- (c) by not less than 100% of the entire Board of Directors.

However, under no circumstances may amendments be made to any condominium documents regarding change in the occupancy and use restrictions, unless and until the property's zoning is changed to allow for residential use of the property.

- 12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance except as required by the Act. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
- 12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
- 13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are initial Rules and Regulations concerning the use of portions of the condominium. The Board of Directors may, from time to time, modify, amend or add to such Rules and Regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional Rules and Regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.
- 14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
- 15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

16. **Official Records.** From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
- (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
- (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.
- (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
- (h) All current insurance policies of the Association and the Condominium;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- (j) Bills of sale or transfer for all property owned by the Association;
- (k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:
  - (1) Accurate, itemized, and detailed records for all receipts and expenditures.
  - (2) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
  - (3) All audits, review, accounting statements, and financial reports of the Association or Condominium.

- (4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year;
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates.
- (m) All rental records where the Association is acting as agent for the rental of Units.
- (n) A copy of the current question and answer sheet as described by Section 718.504 of the Act.
- (o) All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

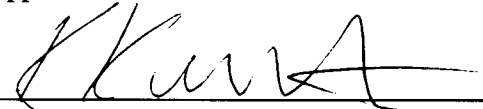
The official records of the Association shall be maintained in the County or at such other place as may be permitted by the Act (as it may be amended from time to time).

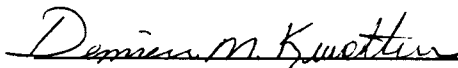
The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

17. Arbitration. Any disputes as defined under Section 718.1255 of the Act shall be resolved through non-binding arbitration conducted in accordance with said Section 718.1255 of the Act.

The foregoing was adopted as the By-Laws of Olde Marco Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 13 day of May, 2003

Approved:

  
K. Patrick Kruchten, President

  
Demian M. Kruchten, Secretary

