

AMENDED AND RESTATED ARTICLES OF
INCORPORATION

OCEAN REEF COMMUNITY ASSOCIATION

February 19, 2002

CHARTER NUMBER 713075

The undersigned by this document desires to amend and restate the Articles of Incorporation for the Ocean Reef Community Association, a Florida corporation not for profit, which were originally filed with the Florida Department of State on January 6, 1959, under the name Ocean Reef Improvement Association. The undersigned hereby presents these amended and restated Articles of Incorporation (hereinafter the "Article of Incorporation," or the "Articles"), which were duly adopted by the Directors of the Ocean Reef Community Association on February 19, 2002. The undersigned further states that there is no discrepancy between the Articles of Incorporation as heretofore amended and the provisions of the restated Articles of Incorporation, other than the inclusion of amendments to Article II, Article III Section 3.2, all of which were adopted pursuant to Subsection 617.1007(4), Fla. Stat. and the omission of matters of historical interest.

AMENDED AND RESTATED ARTICLES OF
INCORPORATION
OF
OCEAN REEF COMMUNITY ASSOCIATION

A CORPORATION NOT FOR PROFIT UNDER THE LAWS OF FLORIDA

ARTICLE I

GENERAL

1.1 Name. The name of this corporation shall be Ocean Reef Community Association, Inc. (hereinafter the "Association").

1.2 Location. The place where the Association is to be located shall be on the island of Key Largo in the area known as Ocean Reef in Monroe County, Florida. Its Post Office address shall be Key Largo, Florida. The principal place of business shall be located on the Ocean Reef Complex in Key Largo, Monroe County, Florida.

1.3 Geographical Boundaries. "Ocean Reef Complex," as used in these Articles, refers to those properties located in Key Largo, Monroe County, Florida, as designated and defined by the Master Development Plan of Ocean Reef Club, dated June 1986, which Master Plan may from time to time be amended by the Class A Member.

ARTICLE II

PURPOSES OF ASSOCIATION

The general nature and object of the Association shall be as follows:

To promote all civic and educational improvements; to promote and protect the peace, quiet, happiness and standards of living of persons residing in the Ocean Reef Complex, and to promote and protect the values of real estate situated in the aforesaid area; to foster and advance civic interest among its members; to represent the residents of the Ocean Reef Complex in matters of common interest which require organizational representation; to sponsor improvement projects in the Ocean Reef Complex; to cope with Ocean Reef community problems such as school transportation, police protection, fire protection, ambulance service and beautification; to own, operate and maintain and/or to provide, or cause to be provided, community services and facilities for the Ocean Reef Complex (specifically excluding garbage and trash removal, sewage collection, treatment and disposal for the Ocean Reef Complex during the period that the Class A Member [as herein defined] shall provide such services), including, but not limited to, the repair and maintenance of roads, bridges, landscaping of common areas, police protection and security for property owners and occupants, fire protection, emergency medical service, community communications, telephone directory, mail room and packages (hereinafter the "Community Services"); to provide and maintain such services, facilities and improvements as are deemed necessary by the Board of Directors for the benefit of the Members; to make available recreation facilities now or hereafter owned by the Association to Members for their enjoyment; to prescribe reasonable, uniform and nondiscriminatory rules and regulations, provided that the Class A Member's compliance therewith (other than in respect to such rules and regulations as shall be adopted hereinafter with respect to security at the Ocean Reef Complex) shall be at the option of such Member, and to provide for the enforcement thereof for the use and enjoyment of the Members; and to preserve and enhance the natural beauty of the Ocean Reef Complex.

ARTICLE III

MEMBERSHIP

3.1 Members. There shall be two classes of Members in the Association designated as Class A and Class B Members, both of which together shall constitute the entire membership of the Association.

(a) Class A Members. Ocean Reef Club, Inc., a Florida not for profit corporation, its successors and assigns, shall be the sole Class A Member of the Association and shall be entitled to one Class A vote on each matter presented for vote.

(b) Class B Members. Each person owning one or more Lots shall be a Class B Member and shall be entitled to one Class B vote, for each Lot owned, on each matter presented for a vote. Where a Lot or Lots are owned by a corporation, partnership, joint tenancy or any other manner of common ownership, such joint owners shall share between them the voting membership and voting rights which they shall be entitled to exercise in whole, but not in part, in whatever manner they shall jointly determine, and said joint owners shall file in writing with the Secretary of the Association the name of the Member who shall exercise the vote prior to the exercise thereof.

All natural persons, corporations, companies, partnerships, joint ventures, associations or other entities who are not Lot Owners, whether they be an occupant, lessee, licensee, or otherwise authorized by the Association, shall be fully entitled to all Community Services.

3.2 Admission to Membership of Class B Members. A membership committee shall be appointed by the Board of Directors to examine and review applications for membership and make recommendations to the Board. All Class B Members shall be admitted to membership only by a majority vote of the Board of Directors or the Executive Committee of the Board, except as provided under Section 3.5 hereof. After an application for membership has been denied by the ORCA Board of Directors, whether denied prior to or after the effective date of this amendment, that person may not reapply for membership for at least five (5) years from the date of denial by the ORCA Board. Approval of a Lot purchaser as a Member of the Association is a condition to the conveyance of a Lot to such purchaser, and any attempted conveyance made without Association approval shall be a violation of these Articles, the By-laws of the Association,

the Rules and Regulations of the Association, and any and all other documents governing the Ocean Reef Complex ("ORCA Documents"). Notwithstanding anything contained in this Section 3.2 to the contrary, in the event a Member closes on the sale of his Lot or other property within the Ocean Reef Complex ("Sale") and ceases to be a Member of the Association ("Former Member"), said Former Member shall be subject to the membership application and approval requirements set forth herein if he thereafter closes on the purchase of another Lot or other property within the Ocean Reef Complex ("Purchaser"). Notwithstanding anything contained in this Article to the contrary, the Association shall have the absolute right to deny approval of any sale without being obligated to purchase the Lot if: (i) the Member is delinquent in the payment of any assessments or special assessments; (ii) the sale would result in a violation of the ORCA Documents; (iii) the Association has good cause to deny approval; or (iv) the Member or proposed purchaser makes any material misrepresentation on any documents provided to the Association or on the personal interview. A material representation shall be defined as any false representation or omission. With respect to non-individual prospective owners, including but not limited to, corporations, partnerships and trusts, the specific owner, as well as all intended resident occupants of the Lot, shall be approved by the Association. Further, a non-individual owner shall designate a specific individual to serve as the owner's representative for the purpose of receiving notices and/or information from the Association.

The provisions of this Section 3.2 shall not apply with respect to any sale of any Lot by: (a) the owner thereof to his spouse or a trustee corporation or other entity where the owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity; (b) the Association; or (c) or institutional first mortgagee deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; provided, however, that each succeeding owner shall be bound by, and his Lot subject to, the provisions of this Section 3.2. Any owner shall be free to convey or transfer his Lot by will, or to have his Lot pass by intestacy, without restriction: provided, however, that each succeeding owner shall be bound by, and his Lot subject to the provisions of this Section 3.2.

3.3 Rights and Privileges of Membership. The rights and privileges of Members to the extent not set forth in these Articles of Incorporation shall be prescribed by the Bylaws and the laws of the State of Florida. Non-Members with proper authorization are permitted to stay overnight within the Ocean Reef complex for a maximum of 59 nights in any consecutive 12-month period, to commence on the date of arrival. Any person who violates this rule is subject to immediate removal.

3.4 Right of First Refusal. The Association has a right of first refusal for the purchase and lease of Lots which is completely separate from and in addition to the Association's right to approve any attempted sale, lease or transfer as set forth in Paragraph 3.2 hereof. Any owner who receives a bonafide offer to purchase his Lot (or to lease same for more than one (1) year) (such offer to purchase a Lot shall be referred to as an "Outside Offer") which he intends to accept shall give notice by certified mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the offeror, the terms of the proposed transaction, a copy of the purchase contract between the owner and the offeror, and such other information as the Board of Directors may reasonably request.

In the case of a purchase, the giving of such notice to the Board of Directors shall constitute an offer by such Owner to sell the Lot to the Association or its designee upon the same terms and conditions as contained in the Outside Offer. Not later than thirty (30) days after receipt of such notice and all additional information requested by the Board, the Association or its designee may elect, by sending written notice to the owner, to purchase the Lot upon the same terms and conditions as contained in the Outside Offer. If the Board of Directors elects to purchase the Lot on behalf of the Association in accordance with the terms of the Outside Offer, the Board of Directors shall have the authority to proceed with such purchase on behalf of all Members. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors in its discretion may levy a special assessment and/or obtain financing for the acquisition of the Lot.

In the event that the Association timely elects to purchase the Lot or to cause the Lot to be purchased by its designee, title shall close within 45 days after the Association gives notice to the owner of its decision to accept the offer. Title to the property shall be good, marketable and insurable, and the owner shall, at his expense, deliver a title insurance commitment prior to closing, and a title insurance policy subsequent to the closing.

If the Association or its designee should fail to notify the owner of its election to purchase the Lot within thirty (30) days after receipt of notice from the owner and all additional information requested, the owner shall be free to accept the Outside Offer. In such event, if the owner accepts such Outside Offer but such sale is not consummated in accordance with the terms or such Outside Offer or within a reasonable time after the date set for closing, then the owner shall again be required to comply with all of the foregoing terms should he thereafter elect to sell or lease his Lot.

Notwithstanding anything contained herein to the contrary, in the case of a lease, the owner shall be required to deliver an executed lease to the Association or its designee upon the terms contained in the outside offer within twenty (20) days after the Association gives notice to the owner of its election to accept the offer to lease.

The Association shall not be required to exercise its right-of-first refusal if a purchaser or tenant is otherwise disapproved for membership as set forth in Section 3.2 hereof.

The provisions of this Section 3.4 shall not apply with respect to any sale or conveyance of any Lot by: (a) the owner thereof to his spouse or a trustee, corporation or other entity where the owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity; (b) the Association; or (c) an institutional first mortgagee deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; provided, however, that each succeeding owner shall be bound by, and his Lot subject to, the provisions of this Section 3.4. Any owner shall be free to convey or transfer his Lot by will, or to have his Lot pass by intestacy, without restriction; provided, however, that each succeeding owner shall be bound by, and his Lot subject to, the provisions of this Section 3.4

“Notwithstanding anything contained hereinabove, the Association, acting by and through its Board of Directors, and within its sole and absolute discretion, shall have the right to waive all, or any portion of, the notice and application requirements set forth hereinabove for former Members whose membership interest in the Association had expired through divestiture of title to his/her lot within the six (6) month period preceding the date of written request for approval as a Member with respect to a different lot.”

3.5 Transfers by Class A Member and Certain Others. The transfer of Lots by the Class A Member and/or its prior or subsequent Bulk Transferees (as defined in Article I, Section 1.2(1) of the Bylaws), and the immediate grantee(s) of said Bulk Transferee(s) and/or the Class A Member shall not be subject (i) to the provisions of Article 3.2 and, (ii) to the Association’s right to purchase as provided in Article 3.4.

3.6 Involuntary Transfer of Lot Ownership. In case of an execution sale, bankruptcy proceedings, or any other involuntary transfer of a Lot located in the Ocean Reef Complex, such involuntary transfer shall be subject to, and the Association shall have the right to purchase the Lot so sold or transferred within sixty (60) days after receiving actual notice of said execution sale, bankruptcy proceedings or other involuntary transfer for the same price for which said Lot was so transferred.

3.7 Transfer of the Class A Membership Property. There shall be no restrictions whatsoever on the transfer of the Class A Property (as defined in Article I, Section 1.2(k) of the Bylaws).

Nothing in these Articles of Incorporation shall prohibit or prevent the Class A Member from participating in any merger, consolidation or other corporate reorganization. The surviving entity of any such merger, consolidation or reorganization, or the transferee by sale or other disposition of the Class A Membership

Property shall succeed to all of the rights, benefits and obligations of Class A Membership under the Association's Articles of Incorporation and Bylaws.

ARTICLE IV

VOTING

4.1 Voting by the Class A Member. The Class A Member shall be entitled to one vote on each matter presented for membership vote.

4.2 Voting by the Class B Members. Each person or other entity owning a Lot in the Ocean Reef Complex shall be entitled to one vote per each Lot on each matter presented for Membership vote at any meeting held or called by the Association; provided that such person or entity has paid all fees and assessments due to the Association on a current basis. Each person or other entity owning more than one Lot shall be entitled to a total of one vote per Lot on each matter presented for Membership vote. Where a Lot is owned of record in joint tenancy, tenancy by the entirety, tenancy in common or in any other manner of joint or common ownership, the ownership entity shall be entitled to a total of one vote per Lot upon each matter submitted to vote at a meeting of Members.

ARTICLE V

EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI

OFFICERS AND DIRECTORS

6.1 Composition of the Board of Directors and Designation of Officers. The affairs of this Association shall be managed by a Board of Directors composed of seven (7) Class B Directors and two (2) Class A Directors. The Board shall elect a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as it may deem necessary to execute and conduct the business and affairs of this Association.

6.2 Election of Officers and Directors. The Class B Directors shall be elected as may be provided in the Bylaws by the Class B Members of the Association at the Annual Meeting of the Members of the Association to be held at Ocean Reef, Key Largo, Florida, each year on a date and at an hour fixed by the Bylaws. Said Board, at its Annual Meeting to be held promptly following the adjournment of the Annual Meeting of the Association, shall thereupon elect the officers of the Association. If the officers are not elected at the Annual Meeting, the Board shall elect officers as soon thereafter as is practical. The previous officers shall continue to serve in the interim. The date, time and place for holding the Annual Meetings of both the Members and Directors may be changed by the Bylaws from time to time. Special meetings may be called in accordance with the provisions of the Bylaws.

6.3 Powers and Duties of Directors. The Board of Directors shall manage the affairs of the Association and shall have the power to secure funds to conduct the business of the Association, and to do all other matters not in conflict with these Articles of Incorporation, the Association's Bylaws or the laws of the State of Florida.

6.4 Payment of Assessments.

(a) Assessments. The Board shall have the power and authority to levy assessments upon the Members to secure funds to carry out the purposes of the Association. Commencing in 1992 and for each year thereafter, the Class A Member shall pay twenty-one (21%) percent of the final net total of the Association Budget (which is defined as the total budget established by the Board to provide Community Services to carry out the Purposes of the Association), and the Class B Members shall pay the balance, provided that the maximum obligation of the Class A Member for any year shall be Four Hundred Fifty Thousand Dollars (\$450,000.00) as adjusted annually, commencing with the assessment for 1993 to reflect the percentage change in the Consumer Price Index from January of the preceding year to January of the then current year. The Consumer Price Index shall be that issued by the United States Department of Labor for Cities—All Urban Consumers—1982-1984 equals 100 as the same may be modified by the Department of Labor from time to time. The base Consumer Price Index for January 1992 is 138.1. In the event the Consumer Price Index is discontinued, ORCA shall use a comparable substitute. The Class A Member's assessment shall be paid to the Association in quarterly installments payable January 1st, April 1st, July 1st and October 1st annually. There shall be no interest on the unpaid balance except that a quarterly payment which is not received within 10 days of the due date shall bear interest at the rate of one percent (1%) per month until paid.

(b) Fees and Charges. The Board of Directors shall also have the power to adopt reasonable fees and charges for Community Services directly provided to the Members of the Association and those doing business in the Ocean Reef Complex, and it shall have the discretion to bill such fees and charges to Members and/or those doing business in the Ocean Reef complex separately at such intervals as may be determined by the Board of Directors, or to include such fees and charges with the annual assessments levied upon Members, provided such fees and charges shall be separately identified.

(c) Lien Rights. All unpaid assessments levied by the Board of Directors shall be and become a first lien against the associated Lot or Class A Property, which lien shall be duly recorded in the public records of Monroe County, Florida. The Association has a lien on each Lot to secure the payment of all assessments and charges, including, but not limited to, general and special assessments, all other fees and charges levied by the Board of Directors, and all fines imposed by the Board of Directors. Further, assessments not paid within thirty (30) days after the due date shall bear interest from the due date of such installment at the maximum rate permissible under law. If an installment is not paid within (30) days after it is due, the Board may require the responsible owner to pay a late charge of five percent (5%) of the amount of the delinquent assessment. The Association may bring an action at law against the delinquent owner personally and/or may file an action to foreclose the lien. All costs and expenses incurred, including attorneys' fees required to collect the unpaid assessments, shall be added to the outstanding assessment amount.

The Association's lien for assessments shall become effective upon recording a claim of lien in the Public Records of Monroe County. This lien shall be subordinate to a first mortgage on any Lot recorded in the Public Records prior to the claim of lien. The lien shall not be affected by any sale or transfer of the Lot (i.e. new owners shall be responsible for all delinquencies of the prior owner, and all prior owners shall continue to be personally liable for delinquencies incurred prior to the transfer of ownership.) Notwithstanding the foregoing, with respect to sales or transfers pursuant to foreclosure of first mortgages or deeds in lieu of foreclosures, the person acquiring title, his successors and assigns, shall not be liable for assessments pertaining to the Lot which became due prior to such sale or transfer. Further any sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of the Lot from liability for, nor the Lot from, the lien of any assessments made thereafter.

(d) Fines and Penalties. Any Member who fails to comply with the ORCA Documents, may, after a hearing before the Association's Board of Directors be assessed a fine not to exceed \$20,000.00 (or the maximum amount permissible by law) by the Association's Board of Directors. Any such fine imposed and not paid by the Member shall constitute an unpaid assessment which will become a lien against the associated Lot or Class A Property. In order to impose a fine, the person sought to be fined shall

receive at least fourteen (14) days notice and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or a relative of an officer, director or employee. At the hearing, the Member shall have the opportunity to respond, to present evidence and to provide arguments on all issues involved. If the committee, by majority vote, does not approve the proposed fine, it may not be imposed. The fine may be applied retroactively (i.e. from the date of the initial violation). The fine shall be limited to \$500.00 per day, but in no event shall exceed the maximum amount permissible by law, with a cap at \$20,000.00 or the maximum amount permissible by law. Failure to pay such fine shall entitle the Association to exercise any of its available legal and equitable remedies, including but not limited to, filing a lien against the Member's Lot for non-payment of the fine.

(e) Enforcement. In the event that the Association institutes or otherwise becomes a party to any action, suit or proceeding in law or in equity to enforce applicable deed restrictions, fines, building regulations or restrictions, or any liens resulting therefrom, the Association will be entitled to recover its reasonable attorney's fees and costs necessarily incurred in connection with such enforcement.

ARTICLE VII

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 1200 South Pine Island Road, Plantation, Florida 33324, and the registered agent at such address shall be C.T. Corporation System until such time as another registered agent is appointed by resolution of the Board of Directors

ARTICLE VIII

AMENDMENTS

8.1 Adoption and Amendment of Bylaws. The Bylaws of the Association are to be made, altered or rescinded by the Board of Directors of the Association as provided in the Bylaws. The Bylaws of the Association may be adopted by the Board of Directors at a meeting to be called for that purpose by the President or Vice President, or at the Annual Meeting of the Board of Directors. Such Bylaws may only be altered or rescinded pursuant to the voting procedures described in the Bylaws.

8.2 Amendment of Articles of Incorporation. The Articles of Incorporation of this Association may be changed, replaced or amended by resolution as provided in the Bylaws.

8.3 Place of Meetings. Meetings of the Membership, the Board of Directors and the Membership Committee shall be held within the State of Florida.

ARTICLE IX

PROHIBITION AGAINST SEXUAL PREDATORS PERMANENTLY OR TEMPORARILY RESIDING IN THE COMMUNITY

- A. Purpose: The Florida Sexual Predators Act ("The Act"), which became effective on October 1, 1993, was adopted to address the danger of recidivism posed by sex offenders and offenders who commit other predatory acts against children, and by persons who prey on others as a result of mental illness. A system of registration was created in order

to identify and alert the public when necessary for public safety, and to provide enforcement officials with additional information critical to preventing and promptly resolving situations involving sexual abuse and missing persons.

- B. Finding of Danger to Association Residents: The Association has determined that any individual who is required to register under the Act and who is thereafter determined to be a “sexual predator,” pursuant to Florida Statute Section 775.21(4), presents an unreasonable danger to the residents of the Association by virtue of the sexual predator’s access to the common facilities of the community to which all residents have shared access. Further, in traveling to and from the common facilities, the residents of the community, especially children, are subject to contact with any such sexual predator on a frequent and continuing basis. Such potential exposure, in light of the Legislature’s recognition of the serious danger posed by such an individual, dictates that a sexual predator should be prohibited from permanently or temporarily residing in the Ocean Reef Community Association.

RESOLUTION

Pursuant to the Articles, this Amendment was approved at a duly convened meeting of the Board of Directors of the Association.

NOW, THEREFORE, BE IT RESOLVED:

1. Prohibition: Article Not Retroactive. No person required to register with a designated registering agency pursuant to Florida Statute Section 775.21(5), and who is thereafter determined to be a sexual predator pursuant to Florida Statute Section 775.21(4), (“sexual predator”) may permanently or temporarily reside in an Ocean Reef Community dwelling. This section will not apply to persons who reside in an Ocean Reef Community dwelling prior to the effective date of this Amendment.
2. Violation of Policy by Tenants, Guests; Eviction; Appointment of Association as Attorney-in-Fact for Purpose of Eviction. If, subsequent to the effective date of this Amendment, a sexual predator occupies an Ocean Reef Community dwelling as a tenant, or under any other possessory interest, the member who owns that dwelling (“Owner”) must immediately cause the person to vacate the dwelling; and, if the person does not vacate within 30 days of the date the Owner was notified by the Association of the presence of a sexual predator, then the Owner shall be required to immediately commence eviction proceedings. If the Owner fails to commence eviction proceedings within 30 days following the date the Owner is required to do so, and/or if the Owner fails to diligently prosecute the eviction to its conclusion, then the Association may act as attorney-in-fact for the Owner and pursue the eviction action at the Owner’s cost and expense.

Each Owner, upon adoption of this Amendment, hereby appoints the Association as the Owner’s attorney-in-fact for the purpose of commencing eviction proceedings, or performing any or all responsibilities as may be required or necessary to be performed pursuant to this Amendment. This power of attorney is expressly declared and acknowledged to run with the title of any and all dwellings and will be binding upon the Owner’s heirs, personal representatives, successors, and assigns.

3. Violation of Policy by Owner Occupants; Duty to Vacate; Association’s Right to Injunction. Any Owner who, by virtue of residing in an Ocean Reef Community dwelling, has been notified by the Association that he/she is in violation of this Amendment, must vacate the dwelling within 60 days of receipt of the Association’s notice. If the Owner fails to vacate within 60 days, the Association shall be entitled to a mandatory injunction

in the Circuit Court for Monroe County, Florida, requiring the sexual predator to immediately vacate.

4. Association Not Liable for Failure to Dispossess. The Association will not be liable to any Owner or anyone occupying an Ocean Reef Community dwelling or visiting the Association as a result of the Association's failure to dispossess a sexual predator.

IN TESTIMONY of the intention and good faith to carry out the objects and purposes of the foregoing Amended and Restated Articles of Incorporation of the Ocean Reef Community Association, I do subscribe my name and set my hand hereto, at Key Largo, Florida, in Monroe County, Florida, the 23rd day of October, A.D., 2001.

Richard B. Miller,
Chairman

SIXTH AMENDED AND RESTATED BYLAWS
OF
OCEAN REEF COMMUNITY ASSOCIATION

February 19, 2002

ARTICLE I

GENERAL

1.1 Purposes and Office. The name of the Association shall be Ocean Reef Community Association. The Association shall have such purposes, powers and principal office as are set forth in the Articles of Incorporation of the Association.

1.2 Definitions. The following words, when used in these Bylaws and when the first letters thereof are capitalized, shall have the following meanings, unless the context shall prohibit:

- (a) "Association" shall mean and refer to the Ocean Reef Community Association, Inc. a Florida not for profit corporation.
- (b) "Articles of Incorporation" shall mean and refer to the Amended and Restated Articles of Incorporation of the Association as the same shall be amended from time to time.
- (c) "Class A Member" shall have the meaning provided in Section 2.1(a).
- (d) "Class B Member" shall have the meaning provided in Section 2.1(b).
- (e) "Declaration" shall mean and refer to certain declarations of restrictions, limitations, conditions and agreements made by Ocean Reef Club, Inc., its successors and assigns, from time to time as the same are or may hereafter be recorded in the Monroe County Clerk's Office and as the same may from time to time be supplemented in the manner prescribed therein, which Declarations affect property located at the Ocean Reef Complex, Key Largo, Monroe County.
- (f) "Lot" shall mean and refer to any platted lot, condominium unit, dock and any lot used for commercial purposes located at the Ocean Reef Complex together with all improvements thereon. The

definition of a "Lot" does not include the "Class A Property" as hereinafter defined, or any portion thereof.

(g) "Member" shall mean and refer to every person or entity which shall have the qualifications for membership and which shall have been approved for membership pursuant to the provisions of the Association's Articles of Incorporation, and these By-Laws, as same may be amended from time to time.

(h) "Ocean Reef Club" shall mean and refer to Ocean Reef Club, Inc., a Florida not for profit corporation, and shall be referred to herein as "ORC."

(i) "Ocean Reef Complex" shall mean and refer to those properties located in Key Largo, as designated and defined by the Master Development Plan of Ocean Reef Club, dated June 1986, which Master Plan may from time to time be amended by the Class A Member.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including any condominium unit, situated at the Ocean Reef Complex.

(k) "Class A Property" shall mean and refer to any properties located in the Ocean Reef Complex which are owned by the Class A Member and which are used in the operation and maintenance of the Ocean Reef Club.

(l) "Bulk Transferee(s)" shall mean a transferee(s) of two or more Lots or any Parcel owned by the Class A Member or its subsequent Bulk Transferees for resale to users or occupants thereof, whether such transfers have occurred heretofore or hereafter.

(m) "Parcel" shall mean and refer to any piece of property which is neither Class A Property nor a Lot.

1.3 Management.

(a) The Board of Directors. The Board of Directors shall be responsible for the management of the affairs and business of the Association including, without limitation, the adoption of reasonable, uniform and nondiscriminatory rules and regulations (provided that compliance therewith [other than in respect to such rules and regulations as shall be adopted hereinafter in respect to security at the Ocean Reef Complex] by the Class A Member shall be at the option of such Member), and to provide for the enforcement thereof; the conduct of Members and their guests, and the establishment of penalties for infractions of the rules and regulations of the Association; the levy of annual assessments and special assessments pursuant to the provisions of the Articles of Incorporation, the Declaration or these Bylaws, and to provide for the enforcement thereof, the purchase, lease and mortgage of property pursuant to the Articles of Incorporation; the provision and maintenance of such community services, facilities and improvements deemed necessary (specifically excluding garbage and trash removal, sewage collection, treatment and disposal, for the Ocean Reef Complex during the period that the Class A Member [as herein defined] shall provide such services), including, but not limited to, repair and maintenance of roads, bridges, landscaping of common areas, police protection and security for Members, fire protection, emergency medical service, community communications, telephone directory, mailroom and packages (hereinafter the "Community Services"); the execution of contracts of all kinds consistent with the provisions herein and those in the Articles of Incorporation, and the exercise of all such other duties and powers of the Association as are set forth in the Articles of Incorporation.

(b) The Community Administrator. The Community Administrator shall be appointed by the Board of Directors and need not hold any class of membership in the Association. The Board of Directors may, at their discretion, elect the Community Administrator as an officer of the Association. The

Community Administrator will report directly to the Board of Directors and will be responsible for carrying out the policies developed by the Board and for managing Association operations.

(c) Records. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(i) A copy of the plans, permits, warranties, and other items provided to the Association by ORC, its predecessors, successors and assigns.

(ii) A copy of these Bylaws and of each amendment to these Bylaws.

(iii) A certified copy of the Articles of Incorporation and of each amendment thereto.

(iv) A copy of the current rules of the Association.

(v) A book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years.

(vi) A current roster of all Members and their mailing addresses, Lot or Parcel identifications, and, if known, telephone numbers.

(vii) All current insurance policies of the Association or a copy thereof.

(viii) 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 Members have an obligation or responsibility.

(ix) Accounting records for the Association and separate accounting records for each Lot, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The accounting records shall include, but are not limited to:

(1) Accurate, itemized and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each Member, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(3) All audits, reviews, accounting statements, and financial reports of the Association.

(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.

ARTICLE II

MEMBERSHIP

2.1 Members. There shall be two classes of Members in the Association designated as Class A and Class B Members, both of which together shall constitute the entire membership of the Association.

(a) Class A Member. Ocean Reef Club, Inc., a Florida not for profit corporation, its successors and assigns shall be the sole Class A Member of the Association and shall be entitled to one Class A vote on each matter presented for vote.

(b) Class B Members. Each person owning one or more Lots shall be a Class B Member and shall be entitled to one Class B Vote, for each Lot owned, on each matter presented for a vote. Where a Lot or Lots are owned by a corporation, partnership, joint tenancy or any other manner of common ownership, such joint owners shall share between them the voting membership and voting rights which they shall be entitled to exercise in whole, but not in part, in whatever manner they shall jointly determine, and said joint owners shall file in writing with the Secretary of the Association the name of the Member who shall exercise the vote prior to the exercise thereof.

(c) All natural persons, corporations, companies, partnerships, joint ventures, associations or other entities who are not Lot Owners, whether they be an occupant, lessee, licensee, or otherwise authorized by the Association shall be fully entitled to all Community Services.

2.2 Suspension of Rights of Membership. The Board of Directors may suspend the voting and any other rights, including suspension of the right to receive Community Services of any Member of the Association or his lessee, licensee, occupant of the property or guest of any Member, who:

(a) Shall be in violation of any provision of the Declaration or any Rule or Regulation of the Association by reason of having failed to take reasonable steps to remedy such violation within ten (10) days after having received notice of the same; or

(b) Shall be more than thirty (30) days in default on the payment of any assessment levied by the Association pursuant to the provisions of the Declaration or these Bylaws.

Such suspension shall be for the balance of the period in which said Member or his lessee, licensee or occupant shall remain in violation, breach or default.

The Board of Directors may adopt such rules and procedures as it deems fair and appropriate to provide for a review and Board hearing relating to the suspension of Community Services to or on behalf of any Member who fails to pay bills for such services or otherwise fails to comply with any rules and regulations concerning the provision of such services.

2.3 Termination of Membership. No Class B Member shall continue to be a Member after he or she shall cease to be a Lot Owner. No Class A Member shall continue to be a Class A Member after he or she shall cease to own Class A Property.

2.4 Assessments.

(a) Each Member shall be obligated to pay all assessments which may be levied pursuant to the provisions of the Declaration or made by the Board of Directors, subject to and in accordance with the specific assessment provisions found in Article VI of the Articles of Incorporation.

(b) The Board of Directors shall have the power and authority to levy assessments upon the Members in order to secure funds to carry out the purposes of the Association, subject to the specific assessment provisions in Article VI of the Articles of Incorporation. Specifically, but without limitation, the Board of Directors shall have the right to impose fees upon Members who construct, or cause construction, or improvements upon their lots. Said fees are deemed appropriate by the Board of Directors in connection with prior expenditures incurred by the Association regarding existing community services and facilities.

(c) The Board of Directors shall have the power to enforce the foregoing levy and assessment rights through lien rights granted pursuant to the Declaration and Articles of Incorporation.

(d) Any Member who fails to comply with the Articles of Incorporation, these By-Laws, the Association's Rules or Regulations, as all of the foregoing may be amended from time to time, or any other document or instrument relating to or governing the Ocean Reef Complex (the foregoing hereinafter collectively referred to as the "ORCA Documents"), may, after a hearing before the Association's Board of Directors, be assessed a fine not to exceed \$20,000.00 (or the maximum amount permissible by law) by the Association's Board of Directors. Any such fine imposed and not paid by the Member shall constitute an unpaid assessment which will become a lien against the associated Lot, Parcel or Class A Property. In order to impose a fine, the person sought to be fined shall receive at least fourteen (14) days notice and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association or a relative of an officer, director or employee. At the hearing, the Member shall have the opportunity to respond, to present evidence and to provide arguments on all issues involved. If the committee, by majority vote, does not approve the proposed fine, it may not be imposed. The fine may be applied retroactively (i.e. from the date of the initial violation). The fine shall be limited to \$500.00 per day, but in no event shall exceed the maximum amount permissible by law, with a cap of \$20,000.00 or the maximum amount permissible by law. Failure to pay such fine shall entitle the Association to exercise any of its available legal and equitable remedies, including but not limited to, filing a lien against the Member's Lot for non-payment of the fine.

(e) In the event that the Association institutes or otherwise becomes a party to any action, suit or proceeding in law or in equity to enforce the ORCA Documents, applicable deed restrictions, fines, building regulations or restrictions, or any liens resulting therefrom, the Association shall be entitled to recover its attorneys' fees and costs necessarily incurred in connection with such enforcement.

2.5 Commercial Enterprises Subject to ORCA Documents. All commercial enterprises and their tenants located on any property within the Ocean Reef Complex are subject to and governed by all of the ORCA documents. The Board of Directors, by and through itself or by formulating the empowering of a committee, has the right to adopt reasonable procedures for the review and examination of all prospective business tenants, including the power to approve or disapprove of such business tenants and/or their intended usage of premises within the Ocean Reef Complex. The Board of Directors, or its duly empowered committee, may take such factors and matters into consideration as it reasonably deems necessary, keeping in mind its reasonable judgment as to the best interests of the Members of the Association.

ARTICLE III

MEMBERS

3.1 Members' Function. The sole function of the Association Members shall be to vote for and elect the Board of Directors, pay assessments and abide by the rules and regulations adopted by the Association from time to time and, on a voluntary basis, serve on such Association committees for which the Member may be invited.

3.2 Annual Meeting. The annual meeting of the Members may be held on any business day between the dates of February 15 and March 15 of each year at the hour of 9:00 A.M., at the Ocean Reef Complex or upon any date within the first 120 days of the calendar year as fixed by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any Annual Meeting or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as is practicable.

3.3 Special Meetings. Special meetings of the Members may be called by the President, by the Board of Directors, or upon the written request of not less than fifty-one percent (51%) of the Class B Members in good standing. The written request shall state the purpose or purposes for the meeting and the matters proposed to be acted on. The business to be transacted at such Special Meeting shall be confined to the purposes stated in the written notice.

3.4 Place of Meeting. The Board of Directors may designate any place either within the Ocean Reef Complex or in close proximity within the State of Florida, as the place of meeting for any Annual Meeting or for any special meeting of the Members called by the Board of Directors.

3.5 Notice of Meetings of the Members. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at such Member's address as it appears on the records of the Association, with postage thereon prepaid.

Notice: Any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessment.

3.6 Closing of Transfer Books or Fixing of Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members, or in order to make a determination of Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than sixty (60) days and, for a meeting of Members, not less than thirty (30) days immediately preceding such meeting. If the Association books are not closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided herein, such determination shall apply to any adjournment thereof.

3.7 Voting Lists. The officer or agent having charge of the Association books shall make, within twenty (20) days after the record date for a meeting of Members or at least ten (10) days before each meeting of Members, whichever is earlier, a complete list of the Members entitled to vote at such meeting, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Association and shall be subject to inspection by any Member, and to copying at the Member's expense, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The current Association Member lists, or a duplicate thereof kept in the State of Florida, shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at any meeting of Members.

Any person who is a Member of record shall have the right to examine, in person or by agent, at any reasonable time or times, the Association's books and records of account, minutes and record of Members, and to make extracts there from, but only for a proper purpose, which in no event shall include any solicitation purpose. In order to exercise this right, a Member must make written demand upon the Association, stating with particularity the records sought to be examined and the purpose thereof.

3.8 Quorum. The presence of not less than ten percent (10%) of the total Members (counting all Owners of the same Lot as one Member) represented in person or by proxy to the extent permitted by law, shall constitute a quorum at any meeting of the Members; provided, that if less than ten percent (10%) of the Members are represented at said meeting, a majority of the Members so represented may adjourn the meeting from time to time without further notice. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting shall be the act of the Members, unless the vote of a greater

number is required by law, the Articles of Incorporation or these By laws. Limited proxies and general proxies may be used to establish a quorum.

3.9 Proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time, in writing, at the pleasure of the member who executes it. Proxies must be filed with the Secretary of the Association no later than twenty four (24) hours before the date of any meeting of Members.

3.10 Member Voting. The Class A Member shall be entitled to one Class A vote on each matter presented for vote, and each Class B Member owning one or more Lots shall be entitled to one Class B vote per Lot on each matter presented for vote. Where a Lot or Lots are owned by a corporation, partnership, joint tenancy or any other manner of common ownership, the ownership entity shall be entitled to a total of one vote per Lot upon each matter submitted to vote at a meeting of Members.

3.11 Voting by Certain Holders. Lots standing in the name of a corporation, domestic or foreign, may be voted by an officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the board of directors of such corporation may determine, provided each corporation or shareholder thereof shall only receive one vote per Lot on each matter presented for vote as outlined in Section 3.10.

Lots standing in the name of deceased person, a minor, ward or an incompetent person, may be voted by his or her personal representative, administrator, executor, court appointed guardian or conservator, either in person or by proxy without a transfer of such Lot into the name of such personal representative, administrator, executor, court appointed guardian or conservator. A Lot standing in the name of a trustee may be voted by him, either in person or by proxy to the extent proxies are permitted by law.

Lots registered in the name of a receiver may be voted by such receiver, and a Lot held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

The Class A Member shall receive only one total Class A vote on each matter presented for vote. If the Class A Member owns a Lot or Lots entitling it to Class B Membership, then with respect to such Lots the Class A Member and its Bulk Transferees and their immediate grantees (a) shall succeed to all the rights, privileges and obligations of Class B Membership; (b) said Membership shall be granted as a matter of right to transferees of the Class A Member and/or its Bulk Transferees and the immediate grantees of such Bulk Transferees and the Class A Member; (c) said immediate grantees shall not be subject to admission by the Membership Committee as provided in Article 3.2 of the Articles of Incorporation, and (d) the transfer of Lots associated with said Membership shall not be subject to the Association's right of first purchase as provided in Article 3.4 of the Articles of Incorporation.

3.12 Inspectors. At any meeting of Members, the chairman of the meeting shall appoint one or more persons as inspectors for such meeting, unless an inspector or inspectors shall have been previously appointed for such meeting.

Such inspectors shall ascertain and report the number of votes represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the Members.

Each report of an inspector shall be in writing and signed by the inspector or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of votes represented at the meeting and the results of the voting shall be prima facie evidence thereof.

3.13 Voting By Ballot. Voting on any question or in any election shall be by written ballot for Members present.

3.14 Minutes of Meetings. Minutes of all meetings of Members shall be kept in a businesslike manner and shall be available for inspection by Owners, or their authorized representatives, and Directors at reasonable times. The Association shall retain these minutes for at least seven (7) years.

3.15 Use of Common Areas. All common areas and recreational facilities serving the Association shall be available to Owners served thereby and their invited guests for the use intended for such common areas and recreational facilities. The entity or entities responsible for the operation of the common areas and recreational facilities may adopt reasonable rules and regulations pertaining to the use of such common areas and recreational facilities. No entity or entities shall unreasonably restrict any Owner's right to peaceably assemble in common areas and recreational facilities.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Classes and Tenure of Directors. The Board of Directors shall be divided into two classes designated as Class A Directors and Class B Directors. Class A Directors shall be appointed by the Class A Member and shall serve at the pleasure of the Class A Member for one year terms. A Class A Director shall not be required to be a Member in order to be a director. Class B Directors shall be elected by the Class B Members. Each Class B director must be a Member of the Association, or shall be either the spouse of a Member, or shall be the principal of any business entity Member (i.e., corporation, partnership, trust) and shall serve a term of three (3) years or until his or her successor is elected and qualified unless his or her directorship shall be vacated by resignation, death or otherwise. No Class B Director shall serve more than two (2) consecutive full three (3) year terms or a maximum of seven (7) consecutive years. The term of office for Class B Directors shall be staggered and adjusted by the Board so that approximately one-third of the Class B Directors will stand for election in each year at the annual meeting of the members.

4.2 Number of Directors. There shall be nine (9) directors, two (2) of whom shall be Class A Directors and seven (7) of whom shall be Class B Directors.

4.3 Nominations for Elections. Nominations for the election of a Class B Director to fill the vacancy of a retiring Class B Director shall be made and posted at the Association office at least fifty days (50) before the Annual Meeting of Members by a nominating committee consisting of not less than three (3) nor more than five (5) Class B Members, which Nominating Committee shall be appointed by the Class B Members of the Board of Directors. Nominations for Class B Directors may also be made by written petition of fifty (50) or more Members in good standing, provided that such a nominating petition shall be filed with the Secretary of the Association at least thirty-five (35) days prior to the date of the Annual Meeting of Members. Nominations may not be made from the floor at the Annual Meeting of Members.

4.4 Election of Directors. Except in instances in which there is no contest for the election of directors, each Class B Director shall be elected by a plurality of votes cast by written ballot with the form of the ballot and the procedure for the casting of the same fixed and determined from time to time by the Board of Directors.

4.5 Removal of Directors. A Class B Director may be removed with or without cause by a unanimous vote of the remaining Class B Directors. A Class B Director may be removed by the membership by securing signatures of at least 40% of all members eligible to vote on a petition for such purpose.

4.6 Vacancies. If there is a vacancy in the office of a Class B Director for any reason, the remaining Class B Directors may appoint a director to fill such vacancy. A director appointed to fill a vacancy as aforesaid shall hold office until the next Annual Meeting of Members and until a successor is elected and qualified. A

vacancy in the office of a Class A Director, for any reason, may be filled by the appointment of the Class A Member.

4.7 Compensation No director shall receive compensation for any service he may render to the Association as a director or officer.

4.8 Actions By Unanimous Consent. The Board of Directors shall have the right to take any action which may be taken at a meeting of the Board of Directors or any committee thereof in the absence of a meeting by obtaining unanimous written consent signed by all of the Directors or committee members entitled to vote. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors or any committee thereof.

4.9 Telephone Participation. Members of the Board of Directors or of any committee of the Board of Directors may participate in and act at a meeting of such Board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

4.10 Meetings of the Board. Meetings of the Board of Directors shall be held at such place within the State of Florida, as may be fixed by the Board. There shall be a minimum of eight (8) Board meetings in each calendar year, and Board meetings shall be held monthly in the months of October through April. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Owners, or their authorized representatives, and directors at reasonable times. The Association shall retain these minutes for at least seven (7) years. All meetings of the Board of Directors, including Special Meetings, shall be open to all Owners.

4.11 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President and shall be called by the Secretary upon the written request of any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within the State of Florida, as the place for holding any special meeting of the Board of Directors called by them.

4.12 Notice of Meetings. Notice of the place, day and hour of every Board of Directors or Executive Committee meeting, including any adjournment thereof, shall be given to each Director at least five (5) days before the meeting orally in person or by telephone, by personal delivery of written notice or by telegram directed to the residence or business address of such Director, and to the business address of the Class A Directors, or by mail at least seven (7) days before the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors, need be specified in the notice to the Director, or waiver of notice of such meeting, except any proposed action within the scope of Section 4.13(c) must be set forth in a written notice. Notwithstanding the foregoing, notices of all meetings of the Board of Directors shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance, except in an emergency. All Members are invited to attend all regular and special meetings of the Board of Directors or the Executive Committee. Notwithstanding the foregoing, meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege shall not be required to be open to Members. Further, to the extent protected by the attorney-client privilege, all minutes from such meetings and all other documentation prepared or produced in connection with such meetings shall not be required to be available to Members. Notice of any meeting in which assessments against Lots are to be established shall

specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

4.13 Quorums and Voting of the Board.

(a) Five (5) directors, present and voting in person or participating in the meeting on a conference telephone call, provided that both Class A and Class B Directors are represented, but in no event less than four Class B Directors, shall constitute a quorum for the transaction of business at each meeting of the Board of Directors. In the absence of a quorum, a majority of directors present at any meeting of the Board of Directors shall have the power to adjourn such meeting from time to time, without notice other than an announcement at such meeting. At such reconvened meeting, if a quorum shall be present, any business may be transacted which might have been transacted at the meeting of the Board of Directors as originally called. A majority of votes cast shall be sufficient to take any action except as otherwise provided by statute, the Articles of Incorporation or the Bylaws of this Association. Each director shall be entitled to one vote on each matter presented to the Board of Directors for consideration and approval.

(b) In the event that a quorum is not present at any meeting of the Board of Directors due to the absence of a Class A Director, a majority of Class B directors present at such meeting shall have the power to adjourn and reconvene such meeting no earlier than 3 days after the date of the initially scheduled meeting, unless waived by Class A Directors. At each such reconvened meeting, five (5) directors, present and voting in person, shall constitute a quorum for the transaction of business, regardless of Class A Director representation, except for corporate action under Section 4.13(c).

(c) Notwithstanding any other provisions of these Bylaws, on the following corporate actions, identified in this Section 4.13(c)(i-v), the Board of Directors shall vote as follows: regardless of the number of directors eligible to vote, the entire class of Class A directors, as defined by Paragraph 4.1 of these Bylaws, shall be entitled to a total of two (2) director votes. Likewise, regardless of the number of directors eligible to vote, the entire class of Class B Directors, as defined by Paragraph 4.1 of these Bylaws, shall be entitled to two (2) director votes. Approval of any of these corporate actions shall be by majority vote. In the event of a tie vote, the action is deemed not approved.

The following are subject to the voting provisions of this Section 4.13(c):

- (i) Corporate action to change the present policies and procedures concerning ingress to or egress from the Ocean Reef Complex by land, sea or air, or any changes in the provider of security for ingress to or egress from the Ocean Reef Complex;
- (ii) Corporate actions regarding passage of any amendment to these Bylaws or the Articles of Incorporation;
- (iii) Corporate action determining ineligibility for indemnification pursuant to the Articles and consistent with Florida Law.
- (iv) Corporate action regarding dissolution of the Association;
- (v) Corporate action regarding any business combination or merger of the Association with any other entity.

4.14 Committees of the Board.

(a) Executive Committee. The Board of Directors may appoint an Executive Committee consisting of at least five (5) directors, at least one of which shall be a Class A Director. All directors are qualified to serve as members of the Executive Committee and may serve as alternates for the regularly appointed

members as necessary. The Executive Committee, acting through a majority of its members, shall have the full authority of the Board of Directors during the interim inbetween Board meetings, excluding the following actions:

- (i) The submission to the Members of any action requiring membership approval;
- (ii) The election of officers;
- (iii) The filling of vacancies in the Board of Directors or in any committee;
- (iv) The amendment of the Bylaws or Articles of Incorporation;
- (v) The amendment of any resolution of the Board of Directors;
- (vi) Any of the corporate actions described in Paragraph 4.13(c);
- (vii) Initiation, defense, settlement or appeal of litigation; or
- (viii) Assessments.

(b) Other Committees. The Board of Directors may, in its discretion, elect such committees as it, from time to time, deems necessary. Each such committee shall have, to the extent provided in the resolution designating said committee, all of the authority of the Board of Directors in those areas in which the Board directs it to act, subject to the exclusions of 4.14(a)(i through viii) above.

Committees that are elected by the Board of Directors serve at the pleasure of the Board, and the Directors shall have the authority, at any time it deems necessary, to change the membership of a committee, to fill vacancies or to dissolve a committee. For purposes of conducting committee business, a majority of the members of a committee shall be considered a quorum. All committees shall report to the Board of Directors their recommendations regarding any matter within the scope of their responsibilities at such times as they may be requested to do so by the Board.

(c) For indemnification purposes, committee members will be considered as agents of the Association.

4.15 Books and Records. The Board of Directors is required to keep a record of its votes and minutes for its meetings. Copies of the Articles of Incorporation, Bylaws, Minutes of Board and Membership meetings, general membership communications, audited financial statements and a list of the names and addresses of officers and directors shall be kept on file at the Association's business office and shall be available for inspection by members during regular business hours upon reasonable notice. The inspection and copying of other business records shall be permitted only upon the approval of the Board of Directors after receipt of a written request for inspection specifying the date and time of the requested inspection, the purpose of the inspection and the particular records to be inspected. The Board of Directors shall have the right to deny such an inspection if, in the opinion of the Board, the demand is not made in good faith and for a proper purpose, or if the records requested do not relate to the particular purpose stated for the inspection.

ARTICLE V

OFFICERS

5.1 Election of Officers. The Board of Directors at the regular Annual Meeting thereof, following the Annual Meeting of Members, shall elect a President, one or more Vice Presidents, a Secretary and a Treasurer, as well as persons to fill such other offices as the Board may from time to time create by resolution. Any two (2) or more offices may be held by the same person except the offices of President and

Secretary. Each such officer shall serve until the next Annual Meeting of the Board of Directors and until a successor is elected and qualified unless, prior thereto, the officer shall be removed by the Board of Directors, shall resign or shall die. Election or appointment of an officer or agent shall not of itself create contract rights.

5.2 Removal and Vacancies. Any officer may be removed from office upon the vote of a majority of the Board of Directors at any time, with or without cause. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Any vacancy in an elected office may be filled by the Board of Directors at any meeting thereof, and the officer so appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

5.3 Compensation of Officers. The Board of Directors shall fix the compensation of all of officers of the Association who are not directors.

5.4 Duties of Officers. Duties of the officers of the Association shall include, without limitations, the following:

(a) The Chairman shall preside over all meetings of the Board of Directors and the members and shall be empowered to sign all leases, mortgages, deeds, promissory notes, contracts, bonds and other written instruments on behalf of the Association as directed by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed and executed.

(b) Any one or more of the Directors may be designated by the Board as Vice Chairman. At the request of the Chairman or in the absence or disability of the Chairman, the Vice Chairman shall perform the duties and exercise the functions of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. If there shall be more than one Vice Chairman and no Executive Vice Chairman, the Board of Directors may determine the Vice Chairman who shall perform all of such duties and exercise all of such functions. Any Vice Chairman shall perform such other duties as from time-to-time may be assigned by the Chairman or by the Board of Directors.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and the Members, shall retain the corporate seal of the Association and affix the same on all papers requiring said seal, shall serve notice of meetings of the Board of Directors and of the Members in accordance with these Bylaws, shall keep appropriate, current membership records and post office addresses for each Member and shall perform such other duties as may be required by the Board of Directors.

(d) The Treasurer shall receive and deposit in appropriate banking accounts all monies of the Association and shall disburse such funds and receive and give receipts for moneys due and payable to the Association from any source, all as directed by resolution of the Board of Directors, or otherwise. The Treasurer shall keep proper books of accounts, shall cause an annual audit of the Association books to be made by an independent certified public accountant at the completion of each fiscal year, shall prepare an annual budget and a statement of income and expenditures to be presented at the Annual Meeting of the Members; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. If there be no such officer, the President shall assign these duties to another officer of the Association.

(e) The President shall be the Chief Operating Officer of the Association and shall be subject to the direction of the Board of Directors directly with respect to the general administration of the Association.

ARTICLE VI

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

6.1 Action By Third Person. The Association shall have the power to and shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise, against liability, expenses (including attorney's fees), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, including any appeal thereof, if such person acted in good faith and in a manner he or she reasonably believe to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (a) did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, or (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

6.2 Action By Or In The Right Of The Association. The Association shall have power to and shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another association, corporation, partner ship, joint venture, trust or other enterprise against expenses (including attorney's fees) and amounts paid in settlement not exceeding, in the judgment of the Board of Directors of the Association, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, including any appeal thereof, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Association, provided that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that the court in which such action or suit was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

6.3 Authorization. Indemnification under Sections 6.1 and 6.2 of this Article (unless ordered by a court) shall be made available to the director, officer, employee or agent only as authorized in the specific case upon a determination by the Board of Directors (pursuant to the special voting provisions of Section 4.13(c)(iii) and Florida Statutes Section 607.0850(4)), that said director, officer, employee or agent has met the applicable standards of conduct set forth in Sections 6.1 and 6.2 of these Bylaws.

6.4 Expenses If Successful. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.1 and 6.2 of these Bylaws, or in defense of any claim, issue or matter therein, such person shall be

indemnified against expenses (including attorney's fees) actually and reasonably incurred by such person in connection therewith.

6.5 Payment. The Association shall advance the expenses incurred in defending a civil or criminal action, suit or proceeding, as those expenses are from time to time incurred, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in these Bylaws. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

6.6 Non-exclusive. The indemnification provided by these Bylaws should not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any contract, agreement, vote of Members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, personal representatives, executors and administrators of such person; provided, no indemnification or advancement of expenses may be made in violation of the prohibitions and limitations of Section 607.0850(7) of Florida Statutes.

6.7 Insurance. The Association shall have power to purchase and maintain liability insurance or any other insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of these Bylaws.

6.8 Report To Members. If the Association has paid indemnity or has advanced expenses to a director, officer, employee or agent, the Association shall report the indemnification or advance in writing to the Members with or before the notice of the next Annual Meeting of Members.

6.9 Identity Of The Association. For purposes of these Bylaws, references to the "Association" shall include, in addition to the surviving association, any merging corporation or association (including any corporation or association having merged with a merging corporation or association) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, and employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation or association, or was serving at the request of such merging corporation or association as director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 6.9 with respect to the surviving corporation or association as such person would have with respect to such merging corporation or association if its separate existence had continued.

6.10 Reference. For purposes of these Bylaws, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a director, officer, employee or agent of the Association which imposes duties on, or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" as referred to in these Bylaws.

ARTICLE VII

AMENDMENTS AND CONFLICTS

7.1 Amendments. The Board of Directors shall have the power to amend these Bylaws and/or the Articles of Incorporation subject to restrictions contained in the Articles of Incorporation or these Bylaws. In the event of any such amendments, there shall be set forth in the notice of the following meeting of the Members for the election of Directors, the amendments so adopted, amended or repealed, together with a concise statement of the changes made.

7.2 Conflicts. In the event of any conflict between the Association's Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the event of any conflict between any of the Declarations and these Bylaws, the Declarations shall control.

7.3 Fiscal Year. Each fiscal year of the Association shall commence on January 1.

7.4 Governing Law. The provisions of these Bylaws shall be governed by and construed in accordance with the laws of the State of Florida.

7.5 Seal. The seal of the Association shall have inscribed thereon the name of the Association and the words "Corporate Seal, Florida."

7.6 Bonds. The Board of Directors may require any officer, agent or employee of the Association to give a bond to the Association, conditioned upon the faithful discharge of his or her duties with such number of sureties and in such amount as may be satisfactory to the Board of Directors.

7.7 Waiver of Notice. Whenever any notice is required to be given under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation or under the provisions of the Florida Statutes, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

7.8 Conflicts with Local Association Documents. In the event of a conflict between the ORCA documents and the documents of any local association governing a portion of the Ocean Reef Complex, the ORCA documents shall supersede and prevail, unless the local association documents are more stringent, in which event the more stringent rule will control. Further, the Association shall have the right to adopt rules and regulations which are more stringent than those of the local associations. The Association shall have all rights and remedies against Members who fail to comply with the local association documents to the extent that the Association, at its option, elects to enforce such local association documents.

For the Board of Directors,

Dated: February 19, 2002

Richard B. Miller,
Chairman

OCEAN REEF COMMUNITY RULES
OCEAN REEF COMMUNITY ASSOCIATION
February 19, 2002

Ocean Reef Community Association (ORCA), in cooperation with Ocean Reef Club, Inc., (ORC), has formulated and implemented the following procedures and policies for all property owners, members, guests and service personnel and employees in a continuing effort to provide a secure and safe Community.

NUISANCE POLICY

In an effort to maintain the peace and quiet enjoyment of the Ocean Reef Community and in recognition of the expectation and reasonable privacy of residents, members and guests within the community, no individual shall be permitted to commit any nuisance within the Ocean Reef Community nor shall there be permitted any invasions of privacy including, but certainly not limited to, the seeking of audio or video or photographic reproduction of any resident, member or guest anywhere within the Ocean Reef Community, unless the written permission of the resident, member or guest is first obtained. Enforcement of the foregoing may be effectuated through personnel and staff of the Association, including but not limited to, the consideration of and issuance of appropriate fines by the Association, the obtainment of legal or

equitable relief from a court of competent jurisdiction, and the confiscation of any audio, video or photographic instruments, equipment or materials used by, or intended to be used by, the offending individual.

In recognition of the privacy rights expected by residents of the Ocean Reef Community, the Board of Directors shall have the right to require that any employee, licensee, invitee, contractor or guest of a resident be escorted to and from the security gate by the resident authorizing access to that particular employee, licensee, invitee, contractor or guest. In addition, the Board of Directors shall have the right to prohibit the issuance of and to rescind employee identification cards/access passes to employees, licensees, invitees and contractors of residents in the event a complaint or multiple complaints are received by ORCA regarding the employee, licensee, invitee or contractor for which the employee identification card/access pass has been requested.

ADMISSION POLICIES

PROPERTY OWNERS may be admitted after proper clearance has been obtained. Property owners may be issued a magnetic I.D. Card. Property owners may also receive I.D. cards for their in-residence minor children only (21 years of age and under). This card will give the resident access through the Front Gate. All property owners and Club members must swipe their membership card or homeowner I.D. card when they enter the community, unless they utilize an approved automatic gate opener issued by Public Safety. If arriving by boat, the resident must stop at the Dockmaster's Office for clearance. If arriving by air, the resident must identify themselves to the Ocean Reef Public Safety Department (ORPSD) and comply with the appropriate airport regulations (see Airport Regulations).

GUESTS OF PROPERTY OWNERS AND CLUB MEMBERS

GUESTS OF PROPERTY OWNERS AND CLUB MEMBERS may be admitted after proper clearance has been obtained. Prior to arrival, the host should notify either the Front Gate (367-2263) or the Ocean Reef Public Safety Department (367-4357) giving the name of the guest, expected time and method of arrival (by land, air or sea) and the host's identification number. Guests who have not been previously cleared will be denied admission. Property Owners may, in writing, in advance, authorize guests, contractors or employees to clear other guests for admission.

The Association shall have the right, to the extent permitted by law, to restrict or prohibit access to the Ocean Reef Complex to any guests, invitees or agents (including, but not limited to, contractors and laborers) of owners or tenants in the event such individual has previously violated the ORCA Documents, has caused prior disturbances in the community or upon the ORCA Board of Directors belief the guest or invitee is likely to cause harm or damage to the community. Prior to denying or restricting access, the responsible owner or tenant, as well as the individual who is being denied access, shall receive at least fourteen (14) days notice and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, sister of the officer, director or employee. At the hearing, the party being denied access and the owner or tenant, as applicable, shall have the opportunity to respond to present evidence and to provide argument on all issues involved. If the committee, by majority vote, does not approve the proposed restriction or prohibition on access, it may not be imposed.

Specific Marina and Airstrip usage rules are available at the ORC office and the Public Safety Office, and are a part of these admission policies for property owners, members and guests.

BUSINESSES. SERVICE SUPPLIERS AND THEIR EMPLOYEES must obtain Identification Cards in order to be cleared through the gate. These cards are issued at the Welcome Center, adjacent to the front gate, after specific qualifications adopted by ORCA have been met. Contact the Welcome Center (367-4418) for details.

All businesses, service suppliers and their employees must swipe their identification cards when they enter and leave the community, and are subject to all ORCA rules and regulations.

Businesses, Service Suppliers and Their Employees who have a place of business within the Ocean Reef complex may clear vendors, materialmen and deliveries necessary to their business through the Front Gate by following proper Public Safety procedures. Commercial operations at Ocean Reef are permitted within the Ocean Reef complex to provide a service to property owners, tenants, Club members and their guests. Businesses, Service Suppliers And Their Employees are not permitted to clear customers through the Front Gate.

For the purpose of this paragraph, other than ORC, Inc., private clubs such as, but not limited to, tennis, golf and social clubs are deemed to be businesses.

A PROPERTY OWNER OR CLUB MEMBER WHO REQUESTS PERMISSION FOR GATE ADMISSION FOR A GUEST, EMPLOYEE OR SERVICE PERSONNEL WILL BE LIABLE FOR THE ACTIONS OF THAT PERSON(S). PROPERTY OWNERS WHO AUTHORIZE GUESTS, EMPLOYEES, OR SERVICE PERSONNEL TO CLEAR OTHER GUESTS WILL BE LIABLE FOR SUCH GUESTS. UNRULY AND/OR DESTRUCTIVE INDIVIDUALS OF ANY AGE WILL BE SUBJECT TO DISCIPLINE AND FINE.

HOME OCCUPATIONAL LICENSE. This process must be completed prior to the homeowner applying to Monroe County for this license

CHILDREN AND GRANDCHILDREN

Residents and members are responsible for supervision of their minor children, grandchildren and guests. ORCA disapproves of anyone under the age of 18 years living at Ocean Reef without parental presence.

DRESS CODE

Proper and appropriate dress is required at all times. In public areas bare feet, bare chests and bathing suits are for the beach and swimming pool areas only. In all other public areas of the Community a shirt or cover-up must be worn. Members and guests are expected to wear proper attire when playing tennis or golf. Tank tops are not appropriate attire in public areas. When using a dining facility of the community, check with that facility for its dress requirements for the time of your planned visit.

EMERGENCIES

The Ocean Reef Community is covered by a 911 Emergency System. To report any type of emergency, fire, medical, or security situation, Dial 911 if you are calling from a seven digit telephone number or 4911 if you are calling from a four digit telephone. Your 911 or 4911 call will be received at the ORPSD Communications Center in the fire station and help will be dispatched to handle your emergency situation.

EVENING EXERCISE

Skaters and bikers who use the cart paths after dark are required to use reflective tape. Tape is available for a small charge at Public Safety.

EXTERIOR LIGHTING

Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors. All outdoor residence lighting, including dock lights, must be turned off at 12:00 midnight. Street lights can remain on for the resident's convenience as long as it does not create an annoyance.

FALSE ALARMS

1. It is the responsibility of the alarm user to prevent false alarms by use of appropriate mechanical, electrical, or other means.
2. Definitions.
 - (a) *Alarm user* means the person or other entity that owns, possesses, controls, occupies, or manages any premises as defined below.
 - (b) *Alarm System* means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry, fire, medical, or other activity requiring urgent attention and to which the Public Safety Department may reasonably be expected to respond, but does not include alarms installed in motor vehicles.
 - (c) *False Alarm* means a signal from an alarm system that solicits a re-response by the Public Safety Department when no emergency or actual or threatened criminal activity requiring immediate response exists. This definition includes signals activated by negligence, accident, mechanical failure, and electrical failure; signals activated intentionally in non-emergency situations; and signals for which the actual cause of activation is unknown. It is a rebuttable presumption that an alarm is false if personnel responding from the Public Safety Department do not discover any evidence of unauthorized entry, criminal activity, fire, medical or other emergency after following normal procedures in investigating the incident. An alarm is not false if the alarm user proves that (1) an individual activated the alarm based upon a reasonable belief that an emergency or actual or threatened activity requiring immediate response existed; or (2) the alarm system was activated by lightning or an electrical surge that caused physical damage to the system, as evidenced by the testimony of a licensed alarm system contractor who conducted an on-site inspection, and personally observed the damage to the system.
 - (d) *Premises* means the building or structure or portion of a building or structure upon which is installed or maintained, an alarm system.
 - (e) *Twelve month period* begins with the first false alarm violation.
3. Required equipment in an alarm system. An alarm user shall not use an alarm system unless that alarm system is equipped with:
 - (a) A backup power supply that will become effective in the event of power failure or outage in the source of electricity from the utility company; and
 - (b) A device that automatically silences the alarm within fifteen (15) minutes after activation.
4. False alarms prohibited. No alarm user shall cause, allow, or permit its alarm system to give four (4) or more false alarms in a twelve (12) month period.
 - (a) Penalties.
 - (1) The fourth false alarm in a twelve (12) month period shall result in a fine of fifty dollars (\$50.00).
 - (2) The fifth false alarm in a twelve (12) month period shall result in a fine of one hundred dollars (\$100.00).
 - (3) The sixth and each additional false alarm in a twelve (12) month period shall result in a fine of two hundred dollars (\$200.00).

(b) An alarm user shall not be fined more than two hundred dollars (\$200.00 for false alarms that occur at the same premises in any twenty four hour period).

5. Notification of false alarms. It is the responsibility of each alarm user to monitor the occurrences of false alarms on its premises. The Public Safety Department will attempt to notify the alarm user of each false alarm. Such notice shall be provided by posting a notice on the premises; or by mailing notice to the alarm user.

LANDSCAPE BLOWERS

Electric blowers are permitted for use Monday through Friday during the hours of 10 a.m. to 4 p.m., in the single family residential areas. No roadway or leaf vacuums are allowed. Blown leaves and debris must be collected, bagged and removed from each site by the individual or contractor. Gas leaf blowers of 70 decibels or less that are approved by the Architectural Committee will be allowed for use in the residential areas, Monday through Friday, 9:00 a.m. to 5:00 p.m.

LEASES

All leases by Members must contain the following provisions:

(a) Landlord hereby appoints ORCA as his attorney-in-fact with full power and authority to exercise Landlord's remedies under this Lease concerning defaults by the Tenant involving Tenant's failure to strictly comply with the Rules and Regulations of ORCA, including the right to terminate this Lease and dispossess the Tenant, all at the cost and expense of Landlord, should Landlord fail to do so promptly upon notice from ORCA.

(b) The Lease shall also require that the Tenant shall strictly comply with the Rules and Regulations of ORCA, and shall be in default under the terms of the Lease in the event that any such violations remain uncured for a period of ten (10) days after notice of violation thereof from ORCA to the Tenant and the Landlord. Notices to the Landlord may be given at its last address on file with ORCA and notices to Tenants shall be given at the premises which are subject to the Lease.

(c) Leasors of more that 59 days must apply for approval of the ORCA Board.

LIMIT ON OCCUPANCY

Residential occupancy shall be limited to no more than two (2) persons per bedroom, except for temporary occupants. Temporary occupants shall be limited to no more than two (2) persons per bedroom and two "at-large". For purposes of the foregoing, "temporary occupants" shall refer to those occupying a residential dwelling for a maximum of fifty-nine (59) nights in any consecutive twelve-month period.

MAINTENANCE, SERVICE & CONSTRUCTION

WORK PERIODS

November 1 to May 14—8 A.M. to 5 P.M. Monday-Friday

No Pile Driving

May 15 to October 31—7 A.M. to 6 P.M. Monday-Saturday

No work is permitted on Sundays or the following legal holidays: New Year's Day; Good Friday, Saturday and Easter Sunday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day. The Christmas holiday work schedule will be established by the ORCA Board in January of each year.

Requests for emergency repairs must be made by the homeowner to the front gate and clearance obtained from ORCA or the Public Safety Director or Supervisor on duty.

Any construction site or home abandoned due to fire or catastrophe must be cleared of all hazards in accordance with the ORCA Building Regulations. The owner will be requested to provide a written report to ORCA outlining his intentions regarding the structure.

MEDICAL CENTER

The Medical Center at Ocean Reef is open from 8:00 A.M. to 5:00 P.M., Monday through Friday and 8:00 A.M. to 4:30 P.M. Saturday. There are two physicians associated with the Medical Center and both live at Ocean Reef. A physician is available for medical emergencies 24 hours a day, seven days a week. The Medical Center can be reached at 367-2600, and after normal operating hours the call will be answered by the on-call physician.

NOISE REGULATION

1. First Complaint
An Officer will be sent to the site and advise the homeowner of the importance of maintaining the peace and quiet enjoyment at Ocean Reef.
2. Second Complaint (In a 24-Month Period)
An officer will be sent to the site to verify the complaint and advise the homeowner of the importance of maintaining the peace and quiet enjoyment at Ocean Reef. A letter from Public Safety will be sent advising the homeowner that a future violation may result in a fine by the ORCA Board.
3. Third Complaint (In a 24-Month Period)
An officer will be sent to the site to verify the complaint and advise the homeowner of the importance of maintaining the peace and quiet enjoyment at Ocean Reef. A letter will be sent to the homeowner advising him that a fine will be levied by the ORCA Board at the next meeting. At the meeting, the Board may levy a fine up to \$20,000. It is recommended that the first fine be in the amount of \$50.00.
4. Fourth Complaint (In a 24-Month Period)
An officer will be sent to the site to verify the complaint and advise the homeowner of the importance of maintaining the peace and quiet enjoyment at Ocean Reef. A letter will be sent to the homeowner advising him that a fine will be levied by the ORCA Board at the next meeting. It is recommended the Board set a fine in the amount of \$100.00
5. Fifth Complaint (In a 24-Month Period)
An officer will be sent to the site to verify the complaint and advise the homeowner of the importance of maintaining the peace and quiet enjoyment at Ocean Reef. A letter will be sent to the homeowner advising him that a fine will be levied by the ORCA Board at the next meeting. It is recommended the Board set a fine in the amount of \$200.00

ORCA BOARD

The ORCA Board meets on the third Thursday of each month from October through May and bi-monthly during the summer months, subject to scheduling changes. Meetings are open to the ORCA membership for observation only. If you desire to address the Board, contact the ORCA office for the appearance procedure and meeting times. Communications should be made in writing to be considered by the Board

ANY MEMBER OF ORCA WHO FAILS TO COMPLY WITH THESE RULES MAY BE SUBJECT TO A FINE AS DETERMINED BY THE ORCA BOARD OF DIRECTORS. MEMBERS ARE RESPONSIBLE FOR THEIR GUESTS' COMPLIANCE.

For a third violation by any Member of any provision of the Bylaws or any Rule or Regulation of ORCA within any period of six (6) consecutive months, such Member shall be fined in an amount of up to \$500.00

per day, effective from the date of delivery to the Member of notice of the third such violation, and such fine shall continue each day thereafter until the violation has been remedied.

PETS

Pets, when beyond their owner's property, must be kept on a leash at all times and droppings must be removed by the owner. The golf courses are not walking areas for pets. Barking dogs that disturb the peace and tranquillity of the Community shall not be tolerated.

PUBLIC SAFETY SERVICES

All charges resulting from ORCA Public Safety services and/or supplies required by non-ORCA and/or non-Ocean Reef Club members will be charged to that person(s).

SIGNS

No sign, advertisement, notice or other lettering shall be exhibited, displayed or affixed upon any property which can be seen from the common areas unless permission is granted by ORCA, except in accordance with the Architectural Regulations.

SOLICITATIONS

No solicitations of any kind are permitted, including circulation of literature door to door.

UNITY OF TITLE

Individuals who own contiguous docks, lots or condominiums who wish to permanently unite the properties as one, which will reduce their ORCA Assessments to one, will be allowed to do so if they are using and maintaining them as one unit and agree not to sublet any portion thereof. An acceptable Unity of Title containing these restrictions, which also includes paying back double the amount of all waived ORCA assessments, plus interest at prime, in the event the properties are ever split in the future, must be recorded in the Public Records of Monroe County, Florida and a copy provided to ORCA. Requests must be submitted by December 1 for the Unity of Title to take effect for the ensuing years.

In the event that the Owner or any successor is desirous of canceling this Unity of Title, the same may be done after submitting a survey indicating that all properties involved are in compliance with all ORCA and county setback requirements in effect at the time of the request.

VEHICLE RULES AND REGULATIONS OCEAN REEF COMMUNITY ASSOCIATION February 19, 2002

These Rules & Regulations apply to the following types of Vehicles:

1. Bicycles
2. Boat Trailers
3. Delivery Vehicles
4. Electric Carts (Golf Carts)
5. Motor Vehicles
6. Motorcycles, Mopeds & Scooters
7. Recreation Vehicles (RVs) and Campers
8. Trucks, Construction & Service Vehicles & Trailers
9. Vans

BICYCLES

1. Bicycles must travel on the right side of the road and obey all traffic signals.
2. Bicycles must be equipped with all safety equipment required by Florida State Law.
3. Bicycles must be equipped with reflectors and proper lights if operated at night.
4. Bicycles must use the cart paths where available.

BOAT TRAILERS

1. There is no public boat ramp at Ocean Reef.
2. All trailers must have a State license plate and be conspicuously marked with the owner's name and address. Any "abandoned" trailer found on the property not so marked will be disposed of.
3. Boat trailers must be parked in a designated trailer parking area. No trailer may be parked in the residential areas of Ocean Reef. Arrangements may be made with Ocean Reef Club (ORC) or Allied Marine for parking such vehicles.

COMMUNITY REGISTRATION SERVICE

ORCA offers a voluntary registration service of all bicycles, mopeds and golf carts operated on the Ocean Reef premises. All persons are encouraged to take advantage of this service. Such vehicles will be identified with a permanent non-removable identification numbered decal that will enable Security to locate the owners of the vehicle. Vehicles may be registered at the Ocean Reef Public Safety Department.

DELIVERY VEHICLES

1. All vehicles making deliveries from outside Ocean Reef to the residential areas of Ocean Reef must be made during the following times (No deliveries are permitted on Sundays):
November 1 thru May 14—8 A.M. to 5 P.M. (Mon-Fri)
May 15 thru October 31—7 A.M. to 6 P.M. (Mon-Sat)
2. Anyone requiring a delivery to be made at a time other than the designated times stated above must notify the Front Gate and state the particulars of the requested delivery. Approval of such requests must be obtained from ORCA or the Community Administrator or Supervisor on duty.
3. Fuel deliveries are allowed by a sponsoring individual property owner when they comply with any other applicable policies. Some Condominium Associations have adopted more stringent regulations and their members must abide by them. The contractor must have a minimum of \$1,000,000 liability insurance and spill containment equipment on their vehicle.

ELECTRIC CARTS (Golf Carts)

1. Persons 16 years and older may operate an electric cart (i.e. golf cart, road cart, etc.) if they possess a valid State Motor Vehicle Operator's License.
2. Minors 10 years or older may operate an electric cart in daylight hours after they complete the Electric Cart Educational Program pertaining to safe cart operation. Children 10-16 years of age will not be allowed to operate a fast cart. A fast cart is defined as one that can travel in excess of 17 mph. Prior to a child with a valid golf cart license operating a cart, the cart must be inspected by the Public Safety Department and receive a decal indicating that the cart cannot be operated over 17 mph. Call or stop by the Public Safety Department for additional information, study handbook and testing schedule.

3. The number of persons riding in a cart is limited to the design capacity for the particular cart.
4. Cart traffic will be restricted to cart paths or designated cart lanes where available. In the absence of a path or lane, carts are required to travel on the extreme right side of the road. Rental carts may not be used on the golf course.
5. When on the roadways of Ocean Reef, carts will obey all traffic signs.
6. Electric cart use after sunset will be permitted only under the following conditions:
 - (a) Driver must have a valid State Motor Vehicle Operator's License.
 - (b) Cart must have headlights on.
 - (c) Carts must have at least one operating tail light.
 - (d) Casual driving is limited to areas where there are identified cart paths or marked cart lanes. Residential areas are closed to casual (joy riding) cart operation after sunset.
7. Gasoline powered golf or road carts for personal use are not permitted.
8. Members who operate fast golf carts are asked to drive them on the roadways. A fast cart is defined as one that reaches speeds of 25 mph or higher.

MOTORCYCLES, MOPEDS & SCOOTERS

1. Motorcycles (over 90 cc or 5 brake horsepower engine size) are absolutely forbidden at Ocean Reef.
2. Mopeds and scooters (engine size 90 cc or under) are permitted if operated by an individual with a valid State Motor Vehicle Operator's License.
3. The number of persons riding on a moped or scooter is limited to the design capacity for the particular moped or scooter.
4. Mopeds and scooters must be operated on the motor vehicle roadways only. They may not be operated on cart paths, the golf courses or private property.
5. All mopeds and scooters must be equipped with proper mufflers and full time headlights and taillights.
6. Electric-powered Go-Peds (skateboards or scooters) will be allowed for use at Ocean Reef. Gas-powered Go-Peds (skateboards) will not be allowed on the Ocean Reef Property.

PENALTIES FOR VIOLATIONS OF THESE REGULATIONS

1. Any Member of ORCA who fails to comply with these Vehicle Regulations may be subject to a fine not to exceed \$500 for each violation, as determined by the ORCA Board of Directors. Members are responsible for their guests' compliance.
2. Electric cart driving privileges of anyone violating these Regulations may be suspended by the Public Safety Department.

3. Violations of the Florida Motor Vehicle Law are subject to prosecution by the Monroe County Sheriff's Department or Florida Highway Patrol.
4. Non-member violators may be denied access to Ocean Reef, subject to a fine not to exceed \$500 for each violation, and/or their sponsor's membership may be jeopardized.

RECREATIONAL VEHICLES AND CAMPERS

1. RVs, campers and other housings on wheels may not be parked overnight in the residential areas of Ocean Reef. They must be parked in the area designated for parking such vehicles. Such arrangements can be made with ORC.
2. RVs and campers are not to be used for transportation around Ocean Reef. Vehicles used for transporting handicapped individuals are excepted.
3. The definition of an RV or camper will be determined under the Motor Vehicle Laws of the State of Florida.
4. Any other type of vehicle which creates a disturbance or nuisance (i.e. dune buggy, etc.) will not be allowed.

SPEED LIMIT

The speed limit for all types of vehicles is 25 miles per hour and violators may be subject to a fine or other penalty

TRAFFIC LAWS

1. All vehicular traffic within the boundaries of Ocean Reef will be governed by the Motor Vehicle Laws of the State of Florida which will be enforced. A valid State Driver's License is required to operate any motor vehicle on the grounds of Ocean Reef.
2. ORPSD will write tickets for violations of the traffic laws. These violations may result in loss of driving privileges for a period of time governed by ORCA policy.
3. All vehicles must be maintained in good repair and equipped with appropriate working mufflers in order to maintain peace and quiet in the community.

TRUCKS, CONSTRUCTION, SERVICE VEHICLES AND TRAILERS

1. Overnight parking of commercial vehicles in the residential areas of Ocean Reef is not permitted. A "commercial vehicle" is: (i) a vehicle licensed as a commercial vehicle with the State of Florida Department of Motor Vehicles; (ii) a vehicle used primarily for commercial or business purposes; and (iii) a vehicle that contains a logo or exterior lettering. Notwithstanding the foregoing, vehicles registered for pleasure use only with the State of Florida Department of Motor Vehicles may park in residential areas.
2. All commercially licensed vehicles, construction and service vehicles (trucks, vans, trailers, etc.) must have the name of the business and/or owner operator, location and telephone number posted on the side of the vehicle in neat and readable lettering.
3. All construction and service vehicles must be currently licensed and covered by liability insurance.
4. Box type trucks, enclosed trailers and heavy equipment may be parked on job sites as long as active construction is underway, but they may not be parked in the street.

VANS

1. There are no restrictions against parking of vans used primarily for pleasure. However, vans which constitute “commercial vehicles” (as hereinafter defined) shall not be permitted to park overnight in the residential areas of Ocean Reef.
2. The decision of whether or not a vehicle is a van will be determined by the licensing of the vehicle under the laws of the State of Florida.

OCEAN REEF COMMUNITY ASSOCIATION BUILDING REGULATIONS AND RESTRICTIONS

Copies of the Building Regulations and Restrictions are available for pick-up at the ORCA office.

BOATING, MARINE AND DOCK RULES OCEAN REEF COMMUNITY ASSOCIATION February 19, 2002

Residents, members and guests arriving at Ocean Reef by boat must check in with the Dockmaster before proceeding to dockage in the marina. Guests arriving, planning to tie up at a private residence dock (home or condo), must be cleared and check in with the Ocean Reef Public Safety Department (ORPSD).

BOAT TRAILERS

1. There is no public boat ramp at Ocean Reef.
2. All trailers must have a State license plate and be conspicuously marked with the owner’s name and address. Any “abandoned” trailer found on the property not so marked will be disposed.
3. Boat trailers must be parked in a designated trailer parking area. No trailer may be parked in the residential areas of Ocean Reef. Arrangements may be made with Ocean Reef Club (ORC) or Allied Marine for parking such vehicles.

GENERAL POLICIES

1. All vessels operating within the Ocean Reef waterways and marinas will be governed by the State of Florida and Monroe County laws, which will be enforced.
2. In order to maintain the waters of the Ocean Reef Community at the highest possible levels, there shall be no discharge of sewage or contaminated bilge water allowed in the marina, or any Ocean Reef waterway. There are pumping facilities at the marina, which can be used free of charge. Owners of all vessels using the Ocean Reef community waters will be asked to sign a statement agreeing to comply.
3. All Ocean Reef waterways are designated as idle speed, “NO WAKE” zones. The speed limit in all Ocean Reef channels is 5 mph and speeding will not be tolerated.
4. Any damage done by any vessel under any circumstance is the responsibility of the owner of the vessel.

5. In the Marina, refueling is only allowed at the fuel docks. In areas other than the marina, fuel deliveries are allowed by a sponsoring individual property owner when all other applicable policies are complied with, including those of Condominium Associations (and applicable environmental laws).
6. No jet skis, water bikes, windsurfers, or other personal watercraft are permitted within the Ocean Reef waterways and marina or in any area with less than 4 foot depth, except for direct entering or exiting the area observing the 5 mph idle speed limit. When used in a permitted area, all watercraft should be operated in a safe and courteous manner. All operators of personal watercraft should be aware that they must abide by all rules of navigation and must carry all required safety equipment.
7. No swimming is allowed in the marked channels or marina.
8. Boats will not be allowed to moor in the middle of the navigable channels of Ocean Reef.
9. Live aboards are only permitted in the Marina Condominium Associations (I-V) and Gate House Dock areas of Ocean Reef.
10. Owners leaving boats at their private docks while not in residence and during hurricane season should provide ORPSD with the name of persons that will tend to the care and moving of the vessel should storm warnings be issued.
11. Children under age 10 must be accompanied by an adult when using the Ocean Reef waterways.
12. Hanging bathing suits, towels or other laundry on the piers, docks or boats is not permitted. The laundry in the marina area has dryers.
13. Disturbing noises, excessive bright lights or other lights that interfere with the rights, comforts or conveniences of others are not allowed.

MARINA AND DOCK AREAS

1. Barbecuing is not permitted on board any vessel or on any pier in the Marina and Dock areas. Use the designed area on shore for your own protection.
2. No bicycle and electric cart riding permitted on the piers.
3. Fish cleaning on the piers is not permitted. Use the fish cleaning stations provided in the marina area.

PUMP-OUT POLICY

- A. No boat docked or otherwise, will discharge polluted bilge water or nontreated sewage into the waters of the marina or other waterways within the Ocean Reef Community.
- B. Pump out facilities are free and pump outs are mandatory for extended stays beyond seven days, or at holding tank capacity, unless the vessel has currently approved sewage facilities on all operable heads.
- C. Live aboards at the marina are not permitted on boats without holding tanks, unless they have currently approved sewage facilities on all operable heads.
- D. ORCA shall have the right and power to levy fines up to \$1,000 per day, and impose other penalties in accordance with its bylaws.

ORCA RESERVES THE RIGHT TO LEVY PENALTIES FOR
VIOLATIONS OF THESE REGULATIONS.

AIRPORT RULES AND REGULATIONS
OCEAN REEF COMMUNITY ASSOCIATION
February 19, 2002

Copies of the Airport Rules and Regulations are available at the Ocean Reef Public Safety Department, 110 Anchor Drive. ORCA concurs with the Club to limit the use of the airport to members of the Ocean Reef Club and those on the waiting list for membership in the Ocean Reef Club, and grandfather in all existing users of the airport on the date that this policy change became effective by the Ocean Reef Club.