

Dear:

You have inquired to the ORCA office about possibly uniting two properties at Ocean Reef, thus reducing your ORCA assessment to one. At their February 12, 1993 Board of Directors Meeting, the ORCA Board approved such unifications, provided the following criteria are all satisfied.

1. Requests for unity must be received in the ORCA office prior to the assessment billing for the upcoming year, i.e., prior to the December ORCA Board meeting, preferably prior to December 15.
2. Each unity must state that the properties will be (a) used as one unit (b) will not be sublet (c) if ever divided the owner will reimburse ORCA double for all waived assessments including interest at 18% per annum and (d) all approved unities must be recorded with Monroe County.

As this is a legal transaction, ORCA recommends the use of an attorney who is familiar with the above requirements. A copy of an approved sample unity of title form is attached. An explanation of the unity of title requirements is also included in the Community Rules of the ORCA 2002 Member Handbook, page 43.

If you have any questions, please do not hesitate to call the ORCA offices at 367-3067.

Sincerely,

David C. Ritz  
President

## UNITY OF TITLE

THIS UNITY OF TITLE, dated this \_\_\_\_\_ day of \_\_\_\_\_ by

\_\_\_\_\_  
(jointly and severally, as the case may be, called "Owner"), whose address  
is \_\_\_\_\_  
\_\_\_\_\_

### WITNESSETH:

WHEREAS, Owner is the owner in fee simple of the real property situate in Ocean Reef, Key Largo, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof, comprised of \_\_\_\_\_ and \_\_\_\_\_.

WHEREAS, Owner is desirous of having the property described in Exhibit "A" assessed as a single unit by Ocean Reef Community Association, Inc., ("ORCA"), a non-profit Florida corporation, rather than have the same assessed separately, thereby reducing the overall ORCA assessment attributable to such property while this Unity of Title is in effect.

NOW, THEREFORE, for valuable considerations, the receipt of which sufficiency is hereby acknowledged, and to induce ORCA to treat the property described on Exhibit "A" as a single plot or parcel for assessment purposes so long as this Unity of Title is in effect, the Owner represents and agrees as follows:

1. The \_\_\_\_\_ described herein shall henceforth be considered as one (1) plot or parcel of land, to be dealt with as an entirety only, and said \_\_\_\_\_ shall not be used, sold, transferred, sublet, devised or assigned separately.
2. This Unity of Title shall not be interpreted to prevent or preclude the Lot comprising part of property to be developed, maintained and used for a single family residence in accordance with applicable law and pursuant to any permits for construction that may have been or may be issued from time to time in accordance therewith.
3. The Owner understands and agrees that this Unity of Title shall be deemed a covenant running with the parcel and shall remain in full force and effect and be binding upon the Owner and the heirs,

successors and assigns of Owner and may be specifically enforceable by ORCA and the applicable condominium association (the "Association") if applicable.

4. In the event that the Owner or any successor is desirous of canceling this Unity of Title, the same may be done by filing a Cancellation of Unity of Title instrument in the Monroe County Public Records, with the written consent of ORCA and Association to be annexed or separately recorded. Once the Unity of Title is cancelled, the \_\_\_\_\_ can again be dealt with separately.
5. In the event this Unity of Title is cancelled at some time in the future, the then current Owner will be responsible for, and agrees to pay, double the amount of all ORCA assessments plus interest at 18% per annum, previously waived by the filing of the Unity of Title. Thereafter, the \_\_\_\_\_ will be assessed separately.
6. 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 then in effect.

Signed and delivered  
in the presence of:

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
Signature of Witness

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Printed Name of Witness

STATE OF FLORIDA     )  
COUNTY OF MONROE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, who are personally known to me.

NOTARY PUBLIC

Sign:

Print:

(SEAL)

My Commission Expires:

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