

File #: 2019-142

Owner's Name: Ocean Reef Club, Inc., &
Ocean Reef Community
Association, Inc.

Applicant: Smith Hawks, PL

Agent: Barton W. Smith, Esq.

Type of Application: CP Text Amendment

Key: Ocean Reef

RE #:

Additional Information added to File 2019-142

AGENT AUTHORIZATION FORM

Date of Authorization: 1 / 30 / 19
Month Day Year

I hereby authorize BARTON W. SMITH, ESQ. / SMITH HAWKS, PL be listed as authorized agent
(Print Name of Agent)

representing OCEAN REEF CLUB, INC. for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Comprehensive Plan Text Amendment Application & LDC Text Amendment Application
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

SEE ATTACHED

Lot Block Subdivision Key (Island)

SEE ATTACHED

Real Estate (RE) Number Alternate Key Number

201 OCEAN REEF DRIVE, KEY LARGO, FLORIDA 33037 106

Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 SIMONTON STREET, KEY WEST, FLORIDA 33040

Mailing Address (Street, City, State and Zip Code)

(305) 296-7227

BART@SMITHHAWKS.COM

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [Handwritten Signature]

Printed Name of Property Owner: Vaughn Roberts

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 30 day of January, 2019,

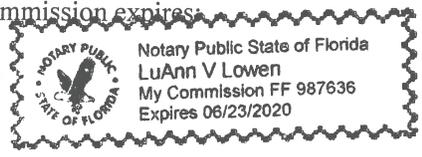
by Vaughn Roberts, who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.
(Print Name of Person Making Statement)

Signature of Notary Public [Handwritten Signature]

Print, Type or Stamp Commissioned Name of Notary Public LuAnn V. Lowen

My commission expires:



AGENT AUTHORIZATION FORM

Date of Authorization: 8 / 19 / 2019
Month Day Year

I hereby authorize BARTON W. SMITH, ESQ. / SMITH HAWKS, PL be listed as authorized agent
(Print Name of Agent)

representing OCEAN REEF COMMUNITY ASSOCIATION, INC. for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Comprehensive Plan Text Amendment Application & LDC Text Amendment Application
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

SEE ATTACHED

Table with columns: Lot, Block, Subdivision, Key (Island). Content: SEE ATTACHED

Real Estate (RE) Number: 201 OCEAN REEF DRIVE, KEY LARGO, FLORIDA 33037
Alternate Key Number: 106

Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 SIMONTON STREET, KEY WEST, FLORIDA 33040

Mailing Address (Street, City, State and Zip Code)

(305) 296-7227

BART@SMITHHAWKS.COM

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: Gregory Tindle

Printed Name of Property Owner: GREGORY TINDLE, VICE PRESIDENT

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 19th day of AUGUST, 2019,

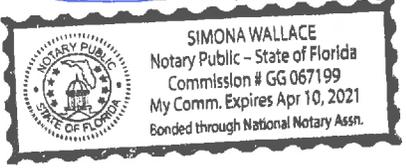
by GREGORY TINDLE, who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.

(Type of ID Produced)

Simona Wallace

Signature of Notary Public



Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation

OCEAN REEF COMMUNITY ASSOCIATION, INC.

Filing Information

Document Number	713075
FEI/EIN Number	59-1747816
Date Filed	07/18/1967
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/15/2012

Principal Address

35 OCEAN REEF DR, SUITE 220
KEY LARGO, FL 33037

Changed: 04/21/2003

Mailing Address

24 DOCKSIDE LANE
PMB 505
KEY LARGO, FL 33037

Changed: 02/14/2000

Registered Agent Name & Address

EISINGER BROWN LEWIS FRANKEL & CHAIET PA
ATTN: DENNIS J. EISINGER, ESQUIRE
4000 HOLLYWOOD BLVD., SUITE 265-S
HOLLYWOOD, FL 33021

Name Changed: 10/15/2012

Address Changed: 10/15/2012

Officer/Director Detail

Name & Address

Title VP

TINDLE, GREGORY

24 DOCKSIDE LANE PMB#505

KEY LARGO, FL 33037

Title VP

OELTJEN, JEFF
24 DOCKSIDE LANE PMB #505
KEY LARGO, FL 33037

Title TREASURER

CONNOLLY, KATARZYNA
24 DOCKSIDE LANE PBM #505
KEY LARGO, FL 33037

Title S

JACKSON, KATHERINE
24 DOCKSIDE LANE PMB #505
KEY LARGO, FL 33037

Title Director

Elenbaas, Nanette
24 Dockside Lane PMB #505
Key Largo, FL 33037

Title Director

Kent, Harlan
24 Dockside Lane PMB #505
Key Largo, FL 33037

Title Director

Stout, Henry
24 Dockside Lane, PMB 505
Key Largo, FL 33037

Title Director

Wilson, William, III
24 Dockside Lane PMB 505
Key Largo, FL 33037

Title Director

Lovett, Anne
24 Dockside Lane PMB 505
Key Largo, FL 33037

Title Director

List, Gary
24 Dockside Lane PMB 505
Key Largo, FL 33037

Title Director

WEISLEDER, BROOKE

24 Dockside Lane PMB 505
Key Largo, FL 33037

Title VP

JAMES, TIM
24 DOCKSIDE LANE
PMB 505
KEY LARGO, FL 33037

Annual Reports

Report Year	Filed Date
2018	02/06/2018
2019	02/15/2019
2019	04/30/2019

Document Images

04/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2019 -- ANNUAL REPORT	View image in PDF format
06/07/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/22/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/06/2018 -- ANNUAL REPORT	View image in PDF format
01/24/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
02/19/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- ANNUAL REPORT	View image in PDF format
10/15/2012 -- REINSTATEMENT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format
02/24/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
04/19/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
08/21/2002 -- ANNUAL REPORT	View image in PDF format
03/15/2001 -- ANNUAL REPORT	View image in PDF format
02/14/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
03/03/1998 -- ANNUAL REPORT	View image in PDF format
04/07/1997 -- AMENDMENT	View image in PDF format
03/25/1997 -- ANNUAL REPORT	View image in PDF format
02/02/1996 -- ANNUAL REPORT	View image in PDF format

End of Additional File 2019-142

**MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT**



Comprehensive Plan (CP) Text Amendment Application

An application must be deemed complete and in compliance with the Monroe County Comprehensive Plan and Code by the staff prior to the item being scheduled for review

Application Fee: \$6,470.00 (plus \$850 for the BOCC adoption hearing)

The base fee includes two internal staff meetings with applicants; one Development Review Committee meeting, one Planning Commission public hearing; and one Board of County Commission public hearing. If this minimum number of meetings/hearings is exceeded, additional fees shall be charged pursuant to Fee Schedule Resolution and paid prior to the private application proceeding through public hearings.

In addition to the application fee, the following fees also apply:

- Advertising Costs: \$245.00
- Surrounding Property Owner Notification (SPON): \$3.00 for each property owner required to be noticed
- Transportation Study Review: \$5,000.00 Deposit (any unused funds will be returned upon approval)
- Advertising and Noticing fees for a community meeting: \$245.00 plus \$3.00/SPON

Date of Request: 7 / 23 / 2019
Month Day Year

Applicant / Agent Authorized to Act for Property Owner: (Agents must provide notarized authorization from all property owners.)

<u>Smith Hawks, PL</u>	<u>Barton W. Smith, Esq.</u>
<small>Applicant (Name of Person, Business or Organization)</small>	<small>Name of Person Submitting this Application</small>

<u>138 Simonton Street, Key West, FL 33040</u>
<small>Mailing Address (Street, City, State and Zip Code)</small>

<u>(305) 296-7227</u>	<u>Bart@SmithHawks.com & Chelsea@SmithHawks.com</u>
<small>Work Phone</small>	<small>Email Address</small>

Property Owner: (Business/Corp must include documents showing who has legal authority to sign.)

<u>Ocean Reef Club, Inc. and Ocean Reef Community Association, Inc.</u>	
<small>(Name/Entity)</small>	<small>Contact Person</small>

<u>201 Ocean Reef Drive, Key Largo, FL 33037</u>
<small>Mailing Address (Street, City, State and Zip Code)</small>

<u>Agent</u>	<u>Agent</u>
<small>Work Phone</small>	<small>Email Address</small>

Goal(s), Objective(s) and/or Policy(s) of the Comprehensive Plan Affected:

See attached letter explaining the proposed amendment's consistency with the Comprehensive Plan.

Please describe the reason for the proposed text amendment (attach additional sheets if necessary):

See attached letter explaining the proposed amendment.

Pursuant Chapters 163 and 380, Florida Statutes, an amendment to the Comprehensive Plan must be consistent with Florida Statute, with the Monroe County Comprehensive Plan, and with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statute. Please describe how the proposed text amendment is consistent with each of the following (attach additional sheets if necessary):

- 1) The proposed amendment is consistent with Part II of Chapter 163, Florida Statute. (At a minimum, please review and address Sections 163.3177, 163.3178, 163.3180, and 163.3184, F.S.) Specifically the amendment furthers:**

See attached letter explaining the proposed amendment's consistency with Part II of Chapter 163, Florida Statute.

- 2) **The proposed amendment implements and is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan:**

See attached letter explaining the proposed amendment's basis of how the proposed amendment implements and is consistent with the Goals, Objectives, and Policies of the Monroe County 2030 Comprehensive Plan.

- 3) **The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statute:**

See attached letter explaining the proposed amendment's consistency with the principles for guiding development for the Florida Keys Area, Section 380.0552(7), Florida Statute.

The Board of County Commissioners may consider an ordinance to transmit to the State Land Planning Agency an amendment if the change is based on one or more of the following factors. Please describe how one or more of the following factors shall be met (attach additional sheets if necessary):

- 1) **Changed projections (e.g. regarding public service needs) from those on which the text was based**

See attached letter

- 2) **Changed assumptions (e.g. regarding demographic trends):**

See attached letter

3) Data errors, including errors in mapping, vegetative types and natural features:

See attached letter

4) New issues:

See attached letter

5) Recognition of a need for additional detail or comprehensiveness:

See attached letter

6) Data updates:

See attached letter

In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is located or to any area in accordance with a Livable CommuniKeys master plan. Please describe how the text amendment would not result in an adverse community change (attach additional sheets if necessary):

See attached letter

* * * * *

Applicants submitting an application for an amendment to the text of the Comprehensive Plan shall participate in a concept meeting with the Planning and Environmental Resources Department, as indicated in Section 102-158(d)(3), to discuss the proposed amendment.

Scheduling. A concept meeting shall be scheduled by department staff once the application is determined to be complete.

As part of this concept meeting, department staff will identify whether or not the proposed text amendment will have a county-wide impact. If the proposal is determined to have a county-wide impact, a public meeting with the Board of County Commissioners ("**Impact Meeting**") prior to the application proceeding to the DRC for review is required. The applicant shall coordinate with the Planning Director regarding the date and time of the Impact Meeting; however, all Impact Meetings shall be held in Marathon.

Notice of Meeting. The Impact Meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation.

Noticing and Advertising Costs. The applicant shall pay the cost of the public notice and advertising for the Impact Meeting and provide proof of proper notice to the Planning Director.

The Impact Meeting is not to be a public hearing (the BOCC will not vote on the proposal), but a public meeting during which the BOCC may offer their initial opinions and the public may have input on the proposed amendment.

PROOF OF PROPER NOTICING ON THE IMPACT MEETING WILL BE REQUIRED.

Applicants requesting a Comprehensive Plan Text Amendment shall provide for public participation through a community meeting.

Scheduling. The applicant will coordinate with the Planning Director regarding the date, time and location of the proposed community meeting; however, all meetings are to be held on a weekday evening at least three (3) months prior to any of the public hearings.

Notice of Meeting. The community meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation, mailing of notice to surrounding property owners, and posting of the subject property.

Noticing and Advertising Costs. The applicant shall pay the cost of the public notice and advertising for the community meeting and provide proof of proper notice to the Planning Director.

The community meeting shall be facilitated by a representative from the Monroe County Planning & Environmental Resources Department and the applicant shall be present at the meeting.

PROOF OF PROPER NOTICING ON THE COMMUNITY MEETING WILL BE REQUIRED.

* * * * *

All of the following must be submitted in order to have a complete application submittal:
(Please check as you attach each required item to the application)

- Completed application form (unaltered and unbound)
- Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- Existing text of Comprehensive Plan Goal(s), Objective(s), and/or Policy(s) affected
- Proposed amendment(s) to text of Comprehensive Plan Goal(s), Objective(s), and/or Policy(s). *Must be provided in strikethrough and underline format.*
- If a site specific amendment is proposed:
 - Proof of ownership (i.e., Warranty Deed)
 - Ownership Disclosure Form
 - Current Property Record Card(s) from the Monroe County Property Appraiser
 - Location map
 - Photograph(s) of site(s) from adjacent roadway(s)
 - Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – eight (8) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; total acreage by habitat; and total upland area)
 - Typed name and address mailing labels of all property owners within a 600 foot radius of the property(s) – (three sets). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600 foot radius, each unit owner must be included

If applicable, the following must be submitted in order to have a complete application submittal:

- Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property)
- Proof of Ownership & Ownership Disclosure Form (*required if application affects specific and defined area*)
- Sealed Boundary Survey, prepared by a Florida registered surveyor – eight (8) sets (*required if application affects specific and defined area*)
- Location map (*required if application affects specific and defined area*)
- Copy of current Future Land Use Map (*required if application affects specific and defined area*)
- Typed name and address mailing labels of all property owners within a 600 foot radius of the property(s) – (three sets). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600 foot radius, each unit owner must be included (*required if application affects specific and defined area*)

- 600ft Radius report, prepared by the Monroe County Property Appraiser's Office (required if application affects specific and defined area)
- Traffic Study, prepared by a licensed traffic engineer (*required if application affects specific and defined area*)
- Transportation fee of \$5,000 to cover the cost of experts hired by the Department to review the traffic study – any unused funds deposited will be returned upon approval (*required if application affects specific and defined area*)

If deemed necessary to complete a full review of the application, within reason, the Planning & Environmental Resources Department reserves the right to request additional information.

Additional fees may apply pursuant to the approved fee schedule.

* * * * *

Has a previous application been submitted for this site(s) within the past two years? Yes No

Is there a pending code enforcement proceeding involving all or a portion of the parcel(s) proposed for development? Yes No Code Case file # _____ Describe the enforcement proceedings and if this application is being submitted to correct the violation: _____

The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order.

By signing this application, the owner of the subject property authorizes the Monroe County Planning & Environmental Resources staff to conduct all necessary site visits and inspections on the subject property.

I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: [Handwritten Signature]
7/22/19

Date:

STATE OF Florida

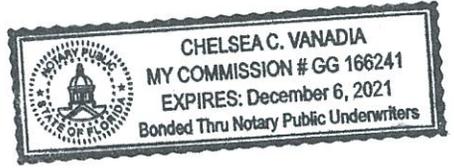
COUNTY OF Monroe

Sworn to and subscribed before me this 22 day of July, 2019,

by Barton W. Smith, who is personally known to me OR produced
(PRINT NAME OF PERSON MAKING STATEMENT)

Personally known as identification.
(TYPE OF ID PRODUCED)

[Handwritten Signature]
Signature of Notary Public
Chelsea Vanadia
Print, Type or Stamp Commissioned Name of Notary Public
My commission expires: 12/6/21



Send complete application package to:

Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050

SMITH / HAWKS
ATTORNEYS AT LAW

Barton W. Smith
E-mail: Bart@SmithHawks.com
Telephone: (305) 296-7227

VIA FED EXPRESS
(Airbill Tracking No. 7758 0224 0148)

July 23, 2019

Ms. Cheryl Cioffari, Comprehensive Planning Manager
Monroe County Planning & Environmental Resources Department
2798 Overseas Highway, Suite 400
Marathon, Florida 33050

Re: Ocean Reef Club, Inc. and Ocean Reef Community Association, Inc.'s
Proposed Comprehensive Plan Text Amendment to add Goal 112,
Objective 112.1, and Policy 112.1.1

Dear Cheryl,

Please find enclosed the Ocean Reef Club, Inc. (“Ocean Reef Club”) and Ocean Reef Community Association, Inc. (“Master Association”) (collectively “Ocean Reef” and “Applicant”) Application for a proposed Comprehensive Plan Text Amendment (the “Amendment”) dated July 23, 2019 (“Application”), seeking to create a site-specific Goal, Objective, and Policy within the Monroe County Year 2030 Comprehensive Plan (the “Comp Plan”) that shall permit exemptions, reductions, and deviations from development standards and other provisions contained within the Comp Plan for the Ocean Reef site specific area, which consists of the entirety of the Ocean Reef master planned community.

I have also enclosed a copy package of the Application and this letter and request that you please date stamp both and return the copy package in the enclosed self-addressed FedEx envelope.

I. Text Amendment Background

a. Overview

The proposed Amendment seeks to amend the text of the Comp Plan, as provided in the below Section c. “The Proposed Amendments”, to add a Goal, Objective, and Policy for

the entirety of the Ocean Reef master planned community¹. The Amendment language shall allow exemptions, reductions, and deviations from development standards and other provisions contained within the Comp Plan. This will allow Ocean Reef to self-govern such exempted items.

After discussions and comments to a Text Amendment to the Monroe County Land Development Code (LDC) submitted by Applicant (“LDC Amendment”)², it was suggested by Monroe County Planning Department staff that this Application be submitted, providing the exemptions requested in the LDC Amendment along with any additional exemptions that could not be granted under the land development regulations. This Application will aid in preventing any inconsistencies between the Comp Plan and the LDC upon approval and passage of the LDC Amendment.

b. Amendment Request

Ocean Reef is a gated community that is separate and distinct from the rest of Monroe County (“County”). The proposed Amendment seeks to encourage consistency between the County Comp Plan and the LDC through the addition of a new Goal, Objective, and Policy specific to Ocean Reef.

Additions are set forth below in [Blue](#) and deletions are set forth in [Red](#).

c. The Proposed Amendments

GOAL 112

Monroe County shall recognize the unique nature of the Ocean Reef master planned community and provide exemptions and reductions in development standards for the Ocean Reef master planned community.

Objective 112.1

Monroe County shall exempt or minimize its development standards contained within its land development regulations that apply to the Ocean Reef master planned community which self-governs its internal land development in order to provide uniform development standards and architectural guidelines to protect the community character within Ocean Reef.

¹ Applicant has previously submitted a Comp Plan Text Amendment Application File #2019-023 to amend Policy 101.5.31 so that Applicant may internally govern and exceed height restrictions.

² Land Development Code Text Amendment Application File #2019-024.

Policy 112.1.1

Notwithstanding anything contained with the Monroe County Year 2030 Comprehensive Plan or Land Development Code, the following exemptions and deviations in the Monroe County Code are provided for Ocean Reef:

1. Notwithstanding anything contained in the Monroe County Year 2030 Comprehensive Plan, including but not limited to, Objective 101.9, Policy 101.9.1, Policy 101.9.4, Policy 105.1.4 or Land Development Code Section 102-57, nonconforming structures located within the Ocean Reef master planned community that are destroyed, substantially damaged or substantially improved may remain so long as the non-conforming structures comply with Federal Emergency Management Agency's flood requirements and any other applicable federal or state standards.
2. Notwithstanding anything contained in the Monroe County Year 2030 Comprehensive Plan, including but not limited to, Objective 101.9, Policy 101.9.4, Policy 101.8.9, Policy 105.1.4, Ocean Reef is exempt from Section 102-58 of the Land Development Code titled Nonconforming Accessory Uses and Accessory Structures.
3. Notwithstanding anything contained in the Monroe County Year 2030 Comprehensive Plan, including but not limited to, Policy 1001.1.5 the Ocean Reef master planned community Ocean Reef is exempt from Section 102-186 and Chapter 131 of the Land Development Code. Variances for property within Ocean Reef, including but not limited to open space, shall be granted upon evidence submitted by the master association that a variance has been approved by the master association based on criteria established for granting a variance by the master association.
4. Notwithstanding anything contained in the Monroe County Year 2030 Comprehensive Plan, including but not limited to, Policy 1001.1.1, Objective 101.10, Policy 1001.1.2 and Policy 1001.1.5, the Ocean Reef master planned community is exempt from Section 102-187 and Chapter 131 of the Land Development Code. Variances for property within Ocean Reef, including but not limited to open space, shall be granted upon evidence submitted by the master association that a variance has been approved by the master association based on criteria established for granting a variance by the master association.
5. Notwithstanding anything contained in the Monroe County Year 2030 Comprehensive Plan, including but not limited to the below listed provisions, Ocean Reef is exempt from the Development Standards of Chapter 114 of the Land Development Code:

- a. [Policy 1001.1.1](#)
- b. [Policy 301.1.1](#)
- c. [Policy 701.1.1](#)
- d. [Policy 801.1.1](#)
- e. [Policy 901.1.1](#)
- f. [Policy 1201.1.1](#)
- g. [Policy 101.10.3](#)
- h. [Policy 101.16.1](#)
- i. [Policy 202.3.1](#)
- j. [Policy 205.2.10](#)
- k. [Goal 211](#)
- l. [Objective 211.1](#)
- m. [Policy 212.2.4](#)
- n. [Policy 301.1.1](#)
- o. [Objective 301.2](#)
- p. [Policy 301.3.2](#)
- q. [Policy 301.6.1](#)
- r. [Policy 301.9.1](#)
- s. [Policy 401.1.1](#)
- t. [Policy 701.5.1](#)
- u. [Policy 1001.1.2](#)
- v. [Policy 1001.1.5](#)
- w. [Policy 301.1.2](#)
- x. [Objective 101.10](#)
- y. [Policy 1001.10.1](#)

6. [Notwithstanding anything contained in the Monroe County Year 2030 Comprehensive Plan, including but not limited to, Policy 212.2.4 or the Shoreline Setback of Section 118-12 of the Land Development Code, shoreline setbacks within the Ocean Reef master planned community shall comply with setbacks established by the Florida Department of Environmental Protection, South Florida Water Management District or Federal permits.](#)

II. Reason for Proposed Text Amendment

a. Data and Analysis

This Application shall adopt the data and analysis previously submitted with the LDC Amendment bearing Monroe County Planning Department File #2019-024.

III. Consistency with Applicable Law

a. The Proposed Amendment is consistent with Florida Statutes

There are no provisions of the Florida Statutes inconsistent with this proposed Amendment.

b. Consistency with the Monroe County Year 2030 Comprehensive Plan, the Florida Statutes, and Principles for Guiding Development

- i. The Proposed Amendment implements and is consistent with the following Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan. Specifically, the amendment furthers:**

GOAL 101

Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources. [§163.3177(1), F.S.]

Objective 101.1

Monroe County shall ensure that all development and redevelopment taking place within its boundaries does not result in a reduction of the level-of-service requirements established and adopted by this comprehensive plan. Further, Monroe County shall ensure that comprehensive plan amendments include an analysis of the availability of facilities and services or demonstrate that the adopted levels of service can be reasonably met. [§163.3177 & 163.3180, F. S.]

Objective 101.8

Monroe County shall eliminate or reduce the frequency of uses which are inconsistent with the applicable provisions of the land development regulations, zoning districts, Future Land Use categories and the Future Land Use Map. In Monroe County, some nonconforming uses are an important part of the community character and the County desires to maintain such character and protect these lawfully established, nonconforming uses and allow them to be repaired or replaced. [§163.3177 (6)a.2.e.]

Objective 101.9

Monroe County shall eliminate or reduce the frequency of structures which are inconsistent with the applicable provisions of the land development regulations, zoning districts, Future Land Use categories and the Future Land Use Map. In Monroe County, some nonconforming structures are an important part of the community character and the County

desires to maintain such character and protect these lawfully established, nonconforming structures and allow them to be repaired or replaced. [§163.3177(6)(a)2.e., F.S.]

Objective 101.16

Monroe County shall maintain guidelines and criteria consistent with nationally recognized standards and tailored to local conditions which provide for safe and convenient on-site traffic flow, adequate pedestrian ways and sidewalks, and sufficient on-site parking for both motorized and non-motorized vehicles.

Policy 101.16.1

Monroe County shall maintain land development regulations which provide for safe and convenient on-site traffic flow, adequate pedestrian ways and sidewalks, and sufficient on-site parking for both motorized and non-motorized vehicles.

GOAL 211

Monroe County shall conserve and protect potable water resources and cooperate with regional efforts to ensure the continued availability of high quality potable water. [§163.3177(6)d.2.b.,F.S.; §163.3177(6)d.2.c., F.S.]

Objective 211.1

Monroe County shall encourage the use of water conservation strategies, including, but not limited to cisterns, on-site stormwater collection systems used for irrigation and bioswales, and work cooperatively with FCAA and Miami-Dade County to encourage water conservation efforts and assure that land use planning and development controls are maintained which protects the recharge area of the Florida City Wellfield from potential sources of groundwater contamination and saltwater intrusion. (See Potable Water Objective 701.3 and related policies). [§163.3177(6)d.2.b., F.S.; §163.3177(6)d.2.c., F.S.]

Objective 212.2

Monroe County shall adopt minimum performance standards designed to reduce the stormwater runoff impacts, aesthetic impacts, and hydrologic impacts of shoreline development. [§163.3178(2)(g), F.S.]

Policy 212.2.1

Within one (1) year after the adoption of the 2030 Comprehensive Plan, Monroe County shall evaluate the minimum shoreline setbacks currently in use in Monroe County in coordination with DEO, FDEP and FWC. Setbacks shall be identified which will accomplish the following:

1. protect natural shoreline vegetation;

2. protect marine turtle nesting beaches;
3. protect water quality
4. protect structures from the effects of long-term sea level rise;
5. protect beaches and shorelines from erosion; and
6. allow redevelopment of existing waterfront commercial structures consistent with the existing community character and preserve overwater views.

Policy 212.2.4

Permitted uses and performance standards within the shoreline setback shall be as follows:

Except as provided herein, principal structures shall be set back as follows:

1. Along lawfully altered shorelines including manmade canals, channels, and basins, principal structures shall be set back at least twenty (20) feet as measured from the mean high water (MHW) line;
2. Along lawfully altered shorelines including manmade canals, channels, and basins, for parcels less than 4,000 square feet that are developed with a lawfully established principal use, the required setback may be reduced to a minimum of ten (10) feet provided that the structure is sited so as to protect community character and minimize environmental impacts by maintaining open space and protecting shoreline vegetation.
3. Along open water shorelines not adjacent to manmade canals, channels, or basins, and which have been altered by the legal placement of fill:
 - a. Where a mangrove fringe of at least ten (10) feet in width occurs across the entire shoreline of the property, principal structures shall be set back at least thirty (30) feet as measured from the mean high water (MHW) line or the landward extent of the mangroves, whichever is further inland.
 - b. Where no mangrove fringe exists, principal structures shall be set back at least thirty (30) feet from the mean high water (MHW) line, provided that native vegetation exists or is planted and maintained in a ten (10) foot width across the entire shoreline as approved by the County Biologist, and is placed under conservation easement; otherwise the setback shall be fifty (50) feet as measured from the mean high water (MHW) line.
 - c. On infill lots surrounded by significant development where principal structures are set back less than fifty (50) feet from mean high water (MHW) or the landward extent of mangroves, the Director of Planning and Environmental Resources may evaluate the community character, the presence or absence of environmental features, and the setbacks on adjacent developed properties within two parcels on either side of proposed development, and may allow principal structures to be set back as far as practicable or in line with adjacent principal structures. In no event shall the setback be less than twenty (20) feet.

On shorelines where the existing pattern of setback is greater than thirty (30) feet, the greater setback shall apply.

4. Along unaltered and unlawfully altered shorelines, principal structures shall be set back fifty (50) feet as measured from the mean high water (MHW) line or the landward extent of the mangroves, whichever is further landward;

Accessory structures within the shoreline setback shall be designed to meet the following criteria:

1. Along altered shorelines, including manmade canals, channels, and basins:
 - a. In no event shall the total, combined area of all structures occupy more than sixty (60) percent of the upland area of the shoreline setback;
 - b. Accessory structures, including, pools and spas shall be set back a minimum of ten (10) feet, as measured from the mean high water (MHW) line;
2. Along open water shorelines which have been altered by the legal placement of fill, and where a mangrove fringe of at least ten (10) feet in width occurs across the entire shoreline of the property:
 - a. In no event shall the total, combined area of all structures occupy more than thirty (30) percent of the upland area of the shoreline setback;
 - b. Accessory structures other than docks and erosion control structures shall be set back a minimum of fifteen (15) feet, as measured from the mean high water (MHW) line or the landward extent of the mangroves, whichever is further landward;
3. Along unaltered shorelines:
 - a. In no event shall the total, combined area of all structures occupy more than thirty (30) percent of the upland area of the shoreline setback;
 - b. Accessory structures other than docks and erosion control structures shall be set back a minimum of twenty-five (25) feet, as measured from the mean high water (MHW) line or the landward extent of the mangroves, whichever is further landward;
4. Any proposed development within the shoreline setback shall include a site suitable stormwater management plan for the entire developed parcel which meets the requirements of the land development regulations;
5. All structures within the shoreline setback shall be located such that the open space ratios for the entire parcel and all scenic corridors and bufferyards are maintained;
6. Structures shall be located in existing cleared areas before encroaching into native vegetation. The remaining upland area of the shoreline setback shall be

maintained as native vegetation or landscaped areas that allow infiltration of stormwater runoff;

7. Side yard setbacks must be maintained for all structures in the shoreline setback except for docks, sea walls, fences, retaining walls, and boat shelters over existing boat ramps;

8. No enclosed structures, other than a dock box of five (5) feet in height or less, a screened gazebo, and a screen enclosure over a pool or spa, shall be allowed within the shoreline setback. Gazebos must be detached from any principal structure on the parcel. No decks or habitable spaces may be constructed on the roof of any gazebo in the shoreline setback;

9. Pools, spas, fish cleaning tables, and similar pollutant sources may not discharge directly into surface waters. Where no runoff control structures are present, berms and vegetation shall be used to control runoff. Native vegetation shall not be removed to install berms or runoff control structures;

10. All boat ramps shall be confined to existing scarified shoreline areas of manmade canals, channels, and basins with little or no native vegetation, and shall be located and designed so as not to create a nonconformity for other structures set back from the new mean high water (MHW) line created by the boat ramp; and

11. The roof and supporting members of a boat shelter constructed in compliance with Section 118-10 of the Land Development Code, as amended (hereby incorporated by reference), may extend two (2) feet into the shoreline setback around the perimeter of a boat basin or ramp. This area shall be subtracted from the total area allowed for all structures within the shoreline setback.

12. Shoreline structures shall be designed to protect tidal flushing and circulation patterns. Any project that may produce changes in circulation patterns shall be approved only after sufficient hydrographic information is available to allow an accurate evaluation of the possible impacts of the project. Previously existing manmade alterations shall be evaluated so as to determine whether more hydrological benefits will accrue through their removal as part of the project.

13. No development other than pile supported docks and walkways designed to minimize adverse impacts on marine turtles shall be allowed within fifty (50) feet of any portion of any beach berm complex which is known to serve as a nesting area for marine turtles:

a. The fifty (50) foot setback shall be measured from either the landward toe of the most landward beach berm or from fifty (50) feet landward of MHW, whichever is less. The maximum total setback will be one hundred (100) feet from MHW.

b. Structures designed to minimize adverse impacts on marine turtles shall have a minimum horizontal distance of four (4) feet between pilings or other upright members and a minimum clearance of two (2) feet above grade. The entire structure must be designed to allow crawling turtles to pass underneath it moving only in a forward direction. Stairs or ramps with less than the minimum two (2) feet clearance above grade are discouraged. If built, these portions of the structure shall be enclosed with vertical or horizontal barriers no more than two (2) inches apart, to prevent the entrapment of crawling turtles.

c. Beaches known to serve as nesting areas for marine turtles are those areas documented as such on the County's threatened and endangered species maps and any areas for which nesting or nesting attempts ("crawls") have been otherwise documented. Within mapped nesting areas, the Director of Planning and Environmental Resources may, in cooperation with FDEP, determine that specific segments of shoreline have been previously, lawfully altered to such a degree that suitable nesting habitat for marine turtles is no longer present. In such cases, the Director may recommend reasonable measures to restore the nesting habitat. If such measures are not feasible, the Director will waive the setback requirements of this paragraph. Restoration of suitable nesting habitat may be required for unlawfully altered beaches.

14. Special Approvals:

a. For structures serving commercial uses, public uses, or more than three dwelling units, the Planning Commission may approve deviations from the above standards as a major or minor conditional use. Such approval may include additional structures or uses provided that such approval is consistent with any permitted uses, densities, and intensities of the land use district, furthers the purposes of this section, is consistent with the general standards applicable to all uses, and the proposed structures are located in a disturbed area of an altered shoreline. Such additional uses are limited to waterfront dining areas, pedestrian walkways, public monuments or statues, informational kiosks, fuel or septic facilities, and water-dependent marina uses. Any such development shall make adequate provision for a water quality monitoring program for a period of five (5) years after the completion of the development.

b. For structures serving three or fewer dwelling units, the Director of Planning and Environmental Resources may approve designs that address unique circumstances such as odd shaped lots, even if such designs are

inconsistent with the above standards. Such approval may be granted only upon the Director's written concurrence with the applicant's written finding that the proposed design furthers the purpose of this section and the goals of the Monroe County Comprehensive Plan. Only the minimum possible deviation from the above standards will be allowed in order to address the unique circumstances. No such special approval will be available for after-the-fact permits submitted to remedy a Code Enforcement violation.

c. All structures lawfully existing within the shoreline setback along manmade canals, channels, or basins, or serving three or fewer dwelling units on any shoreline, may be rebuilt in the same footprint provided that there will be no adverse impacts on stormwater runoff or navigation.

d. Docks or docking facilities lawfully existing along the shoreline of manmade canals, channels, or basins, or serving three or fewer dwelling units on any shoreline, may be expanded or extended beyond the size limitations contained in this section in order to reach the water depths specified for docking facilities in Policy 212.4.2. Any dock or docking facility so enlarged must comply with each and every other requirement of this Policy and Section 118-12 of the Land Development Code, as amended (hereby incorporated by reference). [§163.3178(2)(g), F.S.]

Policy 212.2.5

Stormwater management criteria applicable to the shoreline setbacks shall encourage Best Management Practices (BMPs) which utilize natural berms and vegetation to control runoff from waterfront property. Berms shall not be installed where shoreline vegetation is present. Where berms are used along artificial waterways, they shall be raised so that there is a gradual slope away from the canal edge. In any case, all stormwater management criteria shall conform to adopted level of service standards for water quality and quantity (See Drainage Element Objective 1001.1 and related policies).

GOAL 214

Monroe County shall provide the necessary services and infrastructure to support existing and new development proposed by the Future Land Use Element while limiting County public expenditures which result in the loss of or adverse impacts to environmental resources in the Coastal Zone. [§163.3178(2)(f), F.S.; §163.3178(2)(i)]

Objective 214.1

County public expenditures for infrastructure in the Coastal Zone shall be phased in accordance with a capital improvements schedule to maintain the adopted level of service (LOS) standards established in the Comprehensive Plan. [§163.3178(2)(f), F.S.; §163.3178(2)(i)]

Policy 214.1.1

Monroe County shall maintain level of service standards (LOS) for the following public facility types: roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit. The LOS standards are established in the following sections of the Comprehensive Plan:

1. The LOS for roads is established in Traffic Circulation Policy 301.1.1 and 301.1.2;
2. The LOS for potable water is established in Potable Water Policy 701.1.1;
3. The LOS for solid waste is established in Solid Waste Policy 801.1.1;
4. The LOS for sanitary sewer is established in Sanitary Sewer Policy 901.1.1;
5. The LOS for drainage is established in Drainage Policy 1001.1.1; and
6. The LOS for parks and recreation is established in Recreation and Open Space Policy 1201.1.1.

GOAL 301

To provide a safe, convenient, efficient, and environmentally-compatible motorized and nonmotorized transportation system for the movement of people and goods in Monroe County. [§163.3177(6)(b), F.S.]

Objective 301.1

Monroe County shall establish level of service (LOS) standards for all paved roads in Monroe County for the purpose of determining existing and future roadway needs. [§163.3177(6)(b), F.S.]

GOAL 801

Monroe County shall provide for the adequate collection, disposal and resource recovery of solid waste in an environmentally sound and economically feasible manner to meet the needs of present and future County residents [§163.3180(1)(b), F.S.], [§163.3177(6)(c), F.S.]

Objective 801.1

Monroe County shall ensure that solid waste collection service and disposal capacity is available to serve development at the adopted level of service standards. [§163.3180(1)(b), F.S.], [§163.3180(2), F.S.]

GOAL 901

Monroe County shall provide for the adequate, economically sound collection, treatment, and disposal of sewage which meets the needs of present and future residents while ensuring the protection of public health, and the maintenance and protection of ground, nearshore, and offshore water quality. [§163.3177(6)(c), F.S., §163.3180(2), F.S.; §381.0065, F.S.; §403.086, F.S.; Chapter 99-395, Laws of Florida]

Objective 901.3

Monroe County shall regulate land use and development to conserve potable water, and protect the functions of natural drainage features and groundwater from the impacts of sewer systems. [§163.3177(6)(c)2., F.S.]

GOAL 1001

Monroe County shall provide a stormwater management system which protects real and personal properties, public health and safety, and which promotes and protects groundwater and nearshore water quality [§163.3177(6)(c), F.S.]

Objective 1001.1

Monroe County shall ensure that at the time a certificate of occupancy or its functional equivalent is issued, adequate stormwater management facilities are available to support the development at the adopted level of service standards. [§163.3177(6)(c), F.S.]

GOAL 1302

Monroe County shall increase the participation of the citizens of the County and government related entities that operate within the County in the comprehensive planning and growth management process.

- c. The amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statutes. The Proposed Amendment specifically furthers the following Principles (Bolded):**

For the purposes of reviewing the consistency of the adopted plan, or any amendments to that plan, with the principles for guiding development, and any amendments to the principles, the principles shall be construed as a whole and specific provisions may not be construed or applied in isolation from the other provisions.

- a. Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.**
- b. Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- c. Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
- d. Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.**

- e. **Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.**
- f. **Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.**
- g. Protecting the historical heritage of the Florida Keys.
- h. **Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:**
 - 1. **The Florida Keys Aqueduct and water supply facilities;**
 - 2. **Sewage collection, treatment, and disposal facilities;**
 - 3. **Solid waste treatment, collection, and disposal facilities;**
 - 4. **Key West Naval Air Station and other military facilities;**
 - 5. **Transportation facilities;**
 - 6. **Federal parks, wildlife refuges, and marine sanctuaries;**
 - 7. **State parks, recreation facilities, aquatic preserves, and other publicly owned properties;**
 - 8. **City electric service and the Florida Keys Electric Co-op; and**
 - 9. **Other utilities, as appropriate.**
- i. **Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; the installation and proper operation and maintenance of onsite sewage treatment and disposal systems; and other water quality and water supply projects, including direct and indirect potable reuse.**
- j. Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
- k. Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- l. Making available adequate affordable housing for all sectors of the population of the Florida Keys.

Ms. Cheryl Cioffari, Comprehensive Planning Manager

July 22, 2019

Page 15

m. Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a postdisaster reconstruction plan.

n. Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is consistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

IV. Factors for Basis of Amendment

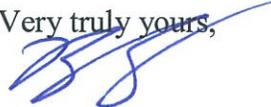
This application shall adopt the data and analysis previously submitted with the LDC Amendment bearing Monroe County Planning Department File #2019-024.

IV. Conclusion

Based on the foregoing, Ocean Reef requests consideration and adoption of the Amendment.

Thank you for your consideration and assistance, and please feel free to contact me with any questions.

Very truly yours,



Barton W. Smith

BWS/CCV
Enclosures

AGENT AUTHORIZATION FORM

Date of Authorization: 1 / 30 / 19
Month Day Year

I hereby authorize BARTON W. SMITH, ESQ. / SMITH HAWKS, PL be listed as authorized agent
(Print Name of Agent)

representing OCEAN REEF CLUB, INC. for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Comprehensive Plan Text Amendment Application & LDC Text Amendment Application
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

SEE ATTACHED

Lot Block Subdivision Key (Island)
SEE ATTACHED

Real Estate (RE) Number Alternate Key Number
201 OCEAN REEF DRIVE, KEY LARGO, FLORIDA 33037 106
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 SIMONTON STREET, KEY WEST, FLORIDA 33040

Mailing Address (Street, City, State and Zip Code)

(305) 296-7227 BART@SMITHHAWKS.COM
Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [Signature]

Printed Name of Property Owner: Vaughn Roberts

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 30 day of January, 2019.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
OCEAN REEF CLUB, INC.

Filing Information

Document Number	N92000000498
FE/EIN Number	65-0371142
Date Filed	11/30/1992
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED
ARTICLES	
Event Date Filed	01/26/2006
Event Effective Date	NONE

Principal Address

35 OCEAN REEF DRIVE
SUITE 200
KEY LARGO, FL 33037

Changed: 01/10/2003

Mailing Address

35 OCEAN REEF DRIVE
SUITE 200
KEY LARGO, FL 33037

Changed: 07/15/2010

Registered Agent Name & Address

Borden Robert A

2/14/2019

Detail by Entity Name

HOLMES, TERESA A
35 OCEAN REEF DRIVE
SUITE 200
KEY LARGO, FL 33037

Title P

LEEMHUIS, MICHAEL G
35 OCEAN REEF DR STE 200 EO
KEY LARGO, FL 33037

Title VP, Asst. Treasurer

FRANKLIN, RUFORD DII
35 OCEAN REEF DRIVE
SUITE 200
KEY LARGO, FL 33037

Title SVP

Roberts, Vaughn
35 OCEAN REEF DRIVE, STE EO 200
KEY LARGO, FL 33037

Title VP

Lyberger, John
35 OCEAN REEF DRIVE
SUITE 200
KEY LARGO, FL 33037

Title SVP

Melis, Giovanni
35 OCEAN REEF DRIVE
SUITE 200
KEY LARGO, FL 33037

Title SVP

WALSH, JOHN J

2/14/2019

Detail by Entity Name

Title VC

Manzo, Robert
35 Ocean Reef Drive
Suite 200
Key Largo, FL 33037

Annual Reports

Report Year	Filed Date
2016	04/26/2016
2017	04/27/2017
2018	04/25/2018

Document Images

04/25/2018 -- ANNUAL REPORT	View image in PDF format
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02/01/2000 -- ANNUAL REPORT	View image in PDF format



OCEAN REEF CLUB

January 24, 2006

VIA:UPS

Florida Department of State
Division of Corporations
Attn: Amendment Section
2661 Executive Center Circle
Clifton Building
Tallahassee, FL 32301

Dear Sirs:

Enclosed for filing please find the originally executed Second Amended and Restated Articles of Incorporation of Ocean Reef Club, Inc. and our check in the amount of \$35.00.

Sincerely,

Kenneth A. Luban
Vice President and General Counsel

SECOND AMENDED AND RESTATED ARTICLES OF
INCORPORATION OF OCEAN REEF CLUB,
(FORMERLY KNOWN AS OCEAN REEF ACQUISITION
CORP.)

FILED
06 JAN 26 PM 1:01
SECRETARY OF STATE
TALLAHASSEE FLORIDA

(A Florida not-for-profit Corporation)

The undersigned, being the President of Ocean Reef Club, Inc. (the "Club"), does hereby certify that this Second Amended and Restated Articles of Incorporation of the Club was duly adopted by the Board of Directors of the Club at a meeting of the Board of Directors of the Club duly called and held on January 19, 2006, at which a quorum was present and acting throughout, and that the members of the Club are not entitled to vote on an amendment to the Articles of Incorporation of the Club. These Second Amended and Restated Articles of Incorporation of the Club supersede the original Articles of Incorporation of the Club and all amendments thereto and reinstatements thereof.

The Articles of Incorporation of the Club are hereby amended and restated to read in their entirety as follows:

ARTICLE I

Name

The name of the corporation shall be "Ocean Reef Club, Inc.", a Florida not-for-profit corporation (hereinafter referred to as the "Club"). Its principal office shall be at 35 Ocean Reef Drive, Suite 200, Key Largo, Florida 33037, or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE II

Duration

and recreation of its members, their families and their guests. The Club is organized exclusively for social, pleasure, recreation and other non-profitable purposes, provided that the Club shall be permitted to engage in such for-profit activities as may be permitted by law and by the Board of Directors from time to time including, but not limited to, the operation of inn and conference facilities. The Club shall be empowered to acquire, rent, lease, let, hold, own, buy, convey, mortgage, bond, sell or assign property, real, personal or mixed, and to borrow money, whether secured or unsecured, and to do and perform all such other acts and things as are allowed by the laws of the State of Florida with respect to not-for-profit corporations, as those laws now exist or as they may hereafter provide.

ARTICLE IV

Prohibition Against Distribution of Income

A dividend may not be paid, and any part of the income or profit of the Club may not be distributed, to its members, directors or officers. The Club may purchase the equity membership interest of any member, and the payment for such interest is not a distribution for purposes of this Article. The Club may pay compensation in a reasonable amount to its members, directors, or officers for services rendered, may confer benefits upon its members in conformity with its purposes, and, upon dissolution or final or partial liquidation, may make distributions to its members as permitted by the laws of the State of Florida, the By-laws and this Article. Any such payment, benefit, or distribution does not constitute a dividend or a distribution of income or profit for purposes of this Article.

Subject to the foregoing, the Club may issue certificates in any form evidencing membership in the Club.

ARTICLE V

Capital Stock

The Club shall have no capital stock and shall be composed of members rather than shareholders.

ARTICLE VII

Voting Rights

Members of the Club will have such voting rights as are provided in the By-laws of the Club.

ARTICLE VIII

Liability for Debts

Neither the members nor the members of the Board of Directors or officers of the Club shall be liable for the debts of the Club.

ARTICLE IX

Board of Directors

The Board of Directors shall consist of not less than three (3) and not more than fifteen (15) persons who shall be elected and appointed in accordance with the terms of the By-laws.

ARTICLE X

Incorporator

The name and address of the incorporator is as follows:

Ronald E. D'Anna, Esquire
Mattlin & McClosky
5355 Town Center Road, Suite 901
Boca Raton, Florida 33486

agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, to the fullest extent permitted by the laws of the State of Florida, if he or she 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 Club and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The Club shall indemnify and hold harmless any person who was or is a party to any proceeding by or in the right of the Club to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, committee member, employee or agent of the Club or is or was serving at the request of the Club as a director, officer, committee member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, to the fullest extent permitted by the laws of the State of Florida. Such indemnification shall be authorized 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 Club except that no indemnification shall be made hereunder in respect of 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 proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

To the extent that a director, officer, committee member, employee or agent of the Club has been successful on the merits or otherwise in defense of any proceeding referred to in either of the first two paragraphs of this Article XI, he or she shall be indemnified by the Club against expenses actually and reasonably incurred by him or her in connection therewith.

Any indemnification under the first two paragraphs of this Article XI, unless pursuant to a determination by a court, shall be made by the Club only as authorized in the specific case upon a determination that indemnification of the director, officer, committee member, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said first two paragraphs. Such determination shall be made:

1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
 2. if a quorum of the directors cannot be obtained for paragraph (a) and the committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which directors who are parties may participate); or
- (d) by the equity members of the Club by a majority vote of a quorum consisting of equity members who were not parties to such proceeding or, if no such quorum is obtainable, by a majority vote of equity members who were not parties to such proceeding.

Expenses (including, but not limited to, attorneys' fees, court costs, and retention of independent counsel, if reasonable) incurred by a director, officer, committee member, employee or agent in defending a civil or criminal proceedings (including, but not limited to, expenses incurred in connection with the investigation, defense, settlement or appeal or any pending or threatened proceeding) shall, to the extent permitted by the laws of the State of Florida, be paid by the Club in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Club pursuant to the laws of the State of Florida. Repayment of such advances to the Club shall be made by the recipients of such advances within ten days following recipient's receipt of the copy of the Order of a court official determination that the recipient was not entitled to be indemnified by the Club.

The indemnification and advancement of expenses provided hereinabove are not exclusive, and the Club may make any other or further indemnification or advancement of expenses of any of its directors, officers, committee members, employees or agents under any By-laws, 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, to the fullest extent permitted by the laws of the State of Florida.

All payments to be made by the Club to any person pursuant to this Article XI shall be made by the Club within ten days following delivery to the Club of a written request therefor from such person.

is or was serving at the request of the Club as a director, officer, committee member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Club would have the power to indemnify such person against such liability under the laws of the State of Florida.

ARTICLE XII

Dissolution

In the event of dissolution or final liquidation of the Club, all of the property and assets of the Club, after payment of its debts, shall be distributed among its memberships as provided in the By-laws of the Club.

ARTICLE XIII

Transfer of Membership

A membership may be transferred only to the Club in accordance with the procedure set forth in the By-Laws. A member who has been expelled from the Club shall surrender his or her membership certificate to the Club in accordance with the procedure set forth in the By-laws.

ARTICLE XIV

Registered Office and Agent

The registered office of the Club and the registered agent of the Club at that address are the following:

Kenneth A. Luban
35 Ocean Reef Drive, Suite 200
Key Largo, Florida 33037

(b) a majority of the votes cast by the equity members present in person or by proxy at any duly called and constituted annual or special meeting of the equity members of the Club at which a quorum of the equity members is present either in person or by proxy, provided that any amendment which alters the basic rights or privileges of any category of equity members shall also require a majority vote of all of the equity members in that category of equity membership, voting separately by category. The proposed amendments must be set forth in the notice of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of January, 2006.



Paul M. G. Astbury, President

NP120000000498

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

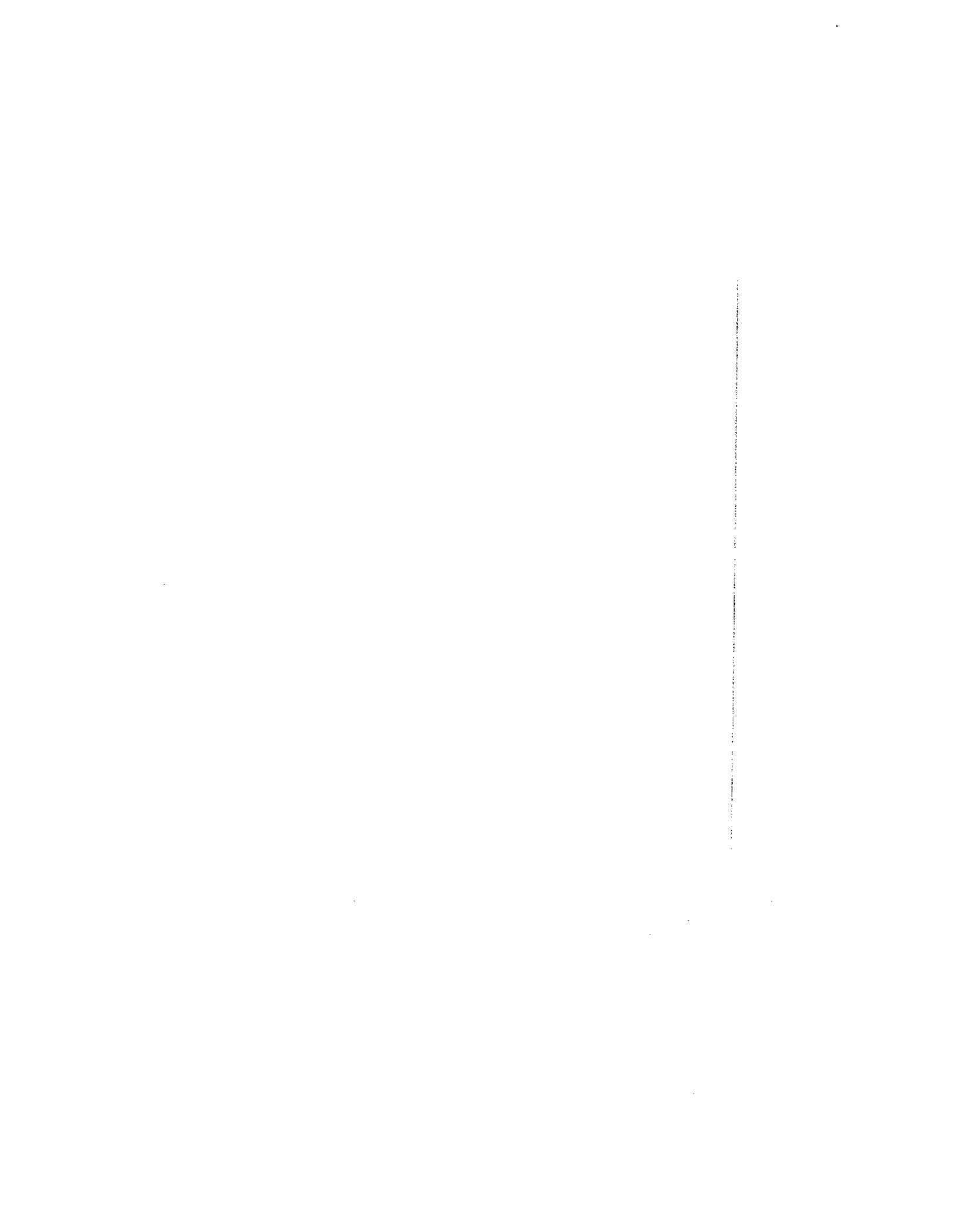
Special Instructions to Filing Officer:



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SECRETARY OF STATE
TALLAHASSEE FLORIDA



AGENT AUTHORIZATION FORM

Date of Authorization: ___/___/___
Month Day Year

I hereby authorize BARTON W. SMITH, ESQ. / SMITH HAWKS, PL be listed as authorized agent
(Print Name of Agent)

representing OCEAN REEF COMMUNITY ASSOCIATION, INC. for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Comprehensive Plan Text Amendment Application & LDC Text Amendment Application
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

SEE ATTACHED

Lot Block Subdivision Key (Island)
SEE ATTACHED

Real Estate (RE) Number Alternate Key Number
201 OCEAN REEF DRIVE, KEY LARGO, FLORIDA 33037 106
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

138 SIMONTON STREET, KEY WEST, FLORIDA 33040

Mailing Address (Street, City, State and Zip Code)

(305) 296-7227 BART@SMITHHAWKS.COM
Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: D. C. Ritz, ORCA PRESIDENT

Printed Name of Property Owner: DAVID C RITZ

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me this 31 day of January 2019



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
OCEAN REEF COMMUNITY ASSOCIATION, INC.

Filing Information

Document Number	713075
FEI/EIN Number	59-1747816
Date Filed	07/18/1967
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/15/2012

Principal Address

35 OCEAN REEF DR, SUITE 220
KEY LARGO, FL 33037

Changed: 04/21/2003

Mailing Address

24 DOCKSIDE LANE
PMB 505
KEY LARGO, FL 33037

Changed: 02/14/2000

Registered Agent Name & Address

EISINGER BROWN LEWIS FRANKEL & CHAIET PA
ATTN: DENNIS J. EISINGER, ESQUIRE
4000 HOLLYWOOD BLVD., SUITE 265-S
HOLLYWOOD, FL 33021

2/14/2019

Detail by Entity Name

KEY LARGO, FL 33037

Title VP

OELTJEN, JEFF
24 DOCKSIDE LANE PMB #505
KEY LARGO, FL 33037

Title TREASURER

CONNOLLY, KATARZYNA
24 DOCKSIDE LANE PBM #505
KEY LARGO, FL 33037

Title P

RITZ, DAVID C
24 DOCKSIDE LANE PMB #505
KEY LARGO, FL 33037

Title S

JACKSON, KATHERINE
24 DOCKSIDE LANE PMB #505
KEY LARGO, FL 33037

Title Director

Elenbaas, Nanette
24 Dockside Lane PMB #505
Key Largo, FL 33037

Title Director

Leemhuis, Michael
35 Ocean Reef Drive
Suite 200
Key Largo, FL 33037

Title Director

Wichmann, Marshall

2/14/2019

Detail by Entity Name

HOLMES, TERESA
24 Dockside Lane PMB 505
Key Largo, FL 33037

Title Director

Wilson, William, III
24 Dockside Lane PMB 505
Key Largo, FL 33037

Title Director

Foster, Michael
24 Dockside Lane PMB 505
Key Largo, FL 33037

Title Director

List, Gary
24 Dockside Lane PMB 505
Key Largo, FL 33037

Title Director

WEISLEDER, BROOKE
24 Dockside Lane PMB 505
Key Largo, FL 33037

Title VP

JAMES, TIM
24 DOCKSIDE LANE
PMB 505
KEY LARGO, FL 33037

Annual Reports

Report Year	Filed Date
2018	02/06/2018
2018	02/22/2018
2018	06/07/2018

2/14/2019

Detail by Entity Name

02/22/2011 -- ANNUAL REPORT	View image in PDF format
02/24/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
04/19/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
08/21/2002 -- ANNUAL REPORT	View image in PDF format
03/15/2001 -- ANNUAL REPORT	View image in PDF format
02/14/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
03/03/1998 -- ANNUAL REPORT	View image in PDF format
04/07/1997 -- AMENDMENT	View image in PDF format
03/25/1997 -- ANNUAL REPORT	View image in PDF format
02/02/1996 -- ANNUAL REPORT	View image in PDF format

ORCA

**Ocean Reef Community
Association, Inc.**

**ARTICLES OF INCORPORATION
BY-LAWS
COMMUNITY RULES
BUILDING REGULATIONS AND RESTRICTIONS
BOATING, MARINE, DOCK RULES**

**Adopted and Approved
by the ORCA Board on
September 28, 2017**

Articles of Incorporation	2
By-Laws	18
Community Rules	39
Building Regulations and Restrictions.....	54
Boating, Marine, Dock Rules.....	54

**TENTH AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OCEAN REEF COMMUNITY ASSOCIATION, INC.**

September 28, 2017
CHARTER NUMBER 713075

The undersigned by this document desires to amend and restate the Articles of Incorporation for the Ocean Reef Community Association, Inc., 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 "Articles of Incorporation," or the "Articles"), which were duly adopted by the Directors of the Ocean Reef Community Association, Inc. effective as of September 28, 2017. The undersigned further states the restated articles were adopted pursuant to Subsection 617.1007, Fla. Stat., and that member approval was not required.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
OCEAN REEF COMMUNITY ASSOCIATION, INC.
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 areas known as Ocean Reef and Pumpkin Key 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. "Ocean Reef Complex" as used in these Articles also refers to that certain property located in unincorporated Monroe County, Florida commonly known as "Pumpkin Key" which is specifically located in Card Sound off North Key Largo, and which is legally described as Government Lot 2 in Section 1, and Government Lot 5 in Section 12, both being in Township 59 South, Range 40 East, Monroe County, Florida.

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; and to address any and all other matters reasonably determined by the Board of Directors to be beneficial to the Ocean Reef Complex community, including, but not limited to, financial and property issues outside of but tangential to 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 with the exception of Lots located on Pumpkin Key where only limited services shall be provided to Pumpkin Key Lots and their owners. However, all prospective owners must go through the process for admission to membership of Class B Members as described in Section 3.2. However, all prospective lessees must comply with the same application and approval process as required for admission to membership of Class B Members as described in Section 3.2.

(c) All Pumpkin Key Lot Owners as well as occupants, lessees, licensees or those who are otherwise authorized by the Association on behalf of Pumpkin Key Lots, shall be entitled to all Community Services generally available to Members, with the following exceptions:

- a. No ferry service shall be provided to or from Pumpkin Key.
- b. No landscape services.
- c. No road resurfacing or upkeep.
- d. No general maintenance services.
- e. Only limited police, fire and EMS services will be provided to Pumpkin Key by ORCA (and any such services that are provided, shall be within the sole discretion of ORCA).
- f. No day-to-day security, maintenance or boat service will be provided to Pumpkin Key.
- g. No maintenance of cart paths of Pumpkin Key.
- h. No hurricane or disaster preparation nor clean-up services shall be provided.
- i. No maintenance nor service of the 20-slip dock facility.
- j. No utility service nor connections shall be provided by ORCA.
- k. Payment of all fees and costs to the State of Florida, or otherwise, for submerged land lease rights relating to Pumpkin Key's dock facilities shall be the sole responsibility of the Pumpkin Key Lot Owners.

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 during 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, must 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 trust, corporation or other business 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 business 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 By-laws 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 bona fide 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. Additionally, the exercise of the right of first refusal by the Association is unnecessary when a prospective purchaser or lessee has previously demonstrated a propensity to violate the Rules and Regulations of the Association.

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, trust, corporation or other business 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 business entity;
- (b) the Association; or
- (c) 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 one (1) year 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 By-laws), and the immediate grantee(s) of said Bulk Transferee(s) and/or the Class A Member shall not be subject 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, by 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 By-laws).

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 By-Laws.

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. 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.
- 4.3 **Denial of the Right to Vote:** Any Owner who is more than ninety (90) days delinquent in the payment of any fees and assessments due to the Association shall be denied the right to vote.
- 4.4 **Voting Certificate Requirement:** If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot filed with the Secretary of the Association; provided, however that such a voting certificate shall not be required when a Lot is owned by a husband and his wife only. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the President or the Vice-President of the said corporation, and filed with the Secretary of the Association. If a Lot is owned by a partnership or limited partnership, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by any general partner of the said partnership or limited partnership, and filed with the Secretary of the Association. If a Lot is owned by a limited liability company, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by any manager or managing member of the said limited liability company, and filed with the Secretary of the Association. If a Lot is owned by a trust, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by any trustee of said trust, and filed with the Secretary of the Association. If, for a limited partnership, limited liability company or trust, such a voting certificate is not on file with the Secretary of the Association, the vote of the Lot shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for

the Lot. Any such voting certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the Ownership of the Lot.

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 By-Laws 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 By-Laws. 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 By-Laws from time to time. Special meetings may be called in accordance with the provisions of the By-Laws.
- 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 By-Laws or the laws of the State of Florida.
- 6.4 **Payment of Assessments.**
 - (a) **Assessments.** The Board of Directors shall have the power and authority to levy assessments upon the Members to secure funds to carry out the purposes of the Association. For the calendar year commencing January 1, 2017 and thereafter, that certain Agreement entered into by and between Ocean Reef Club, Inc. (the "Club") and the Association dated April 28, 2016, copy of same being attached hereto as Exhibit "A", sets forth the Operating Assessment amount, formula for future adjustments and timing of payments by the Class A Voting Member (i.e., Club) as its agreed upon portion of the costs of the Association for Community Services (as defined in Article II), with the Class B Voting Members paying the balance. In the event any payment of assessments is received by the Association more than ten (10) days later than the due date, the unpaid amount shall bear interest at the rate of one percent (1%) per month until paid. Said interest obligation is in

addition to, and not in lieu of any administrative late charges imposed by the Board of Directors. Non-Voting Members are derivatively entitled to the Community Services and are not subject to direct assessment by the Association.

Exhibit A.

Assessment for the prior Fiscal Year. Every five years the Social Member Charge amount shall be adjusted based upon the change in the number of social members on that date, but with the parties hereby agreeing that in no event shall the "floor" number of Social Members for calculation purposes ever be less than 2,000.

1. Commencing on January 1, 2017, the Club's Class A Operating Assessment by ORCA for Fiscal Year 2017 is established at One Million One Hundred and Forty-Three Thousand and Five Hundred Dollars (\$1,143,500). That sum will be paid by the Club to ORCA in quarterly installments. The first quarterly payment totaling Two Hundred and Eighty-Five Thousand and Eight Hundred and Seventy-Five Dollars (\$285,875) shall be delivered to ORCA on or before December 1, 2016. Thereafter, the second, third and fourth installments of the Fiscal Year 2017 payment shall be due and payable by the Club in equal installments of \$285,875 on April 1, 2017, July 1, 2017, and October 1, 2017, respectively.
2. Commencing on January 1, 2018, and annually thereafter until such time as this Agreement is terminated or modified as hereinafter provided, the Club's annual Class A Operating Assessment to ORCA shall be adjusted by the same percentage as ORCA's Class B Operating Assessment from the prior Fiscal Year. However, the annual adjustment shall be limited to a five percent (5%) increase, but calculated on a compounded, cumulative basis, with 2016 being the base year, e.g., a zero (0%) increase in the Class B Operating Assessment in 2017 followed by a six percent (6%) increase in 2018 would result in the same percentage change (6%) for the Class A Operating Assessment since the compounded, cumulative change in such case would be less than five (5%) per year.
3. Commencing on January 1, 2017 the Club shall pay to ORCA for ORCA's Fiscal Year 2017 an additional Social Member Charge of Three Hundred and Fifty-Two Thousand and Five Hundred Dollars (\$352,500). That sum will be paid to ORCA in quarterly installments. The first quarterly payment totaling Eighty-Eight Thousand One-Hundred Twenty-Five Dollars (\$88,125) shall be delivered to ORCA on or before January 1, 2017. Thereafter, the second, third and fourth installments of the Fiscal Year payment shall be due and payable by the Club in equal installments of \$88,125 on April 1, July 1, and October 1, respectively.
4. The Fiscal Year 2017 Social Member Charge of \$352,500 is based on One Hundred and Fifty Dollars (\$150) per Social Member of the Club, with the agreed upon base number of Social Members beginning on December 1, 2016, being 2,350.
5. Commencing January 1, 2018, and annually thereafter until such time as this Agreement is terminated or modified as hereinafter provided, the Social Member Charge shall be adjusted annually by the same percentage (and compounded, cumulative basis) as ORCA's Class B Operating Assessment for the prior Fiscal Year. Every five years the Social Member Charge amount shall be adjusted based upon the change in the number of social members on that date, but with the parties hereby agreeing that in no event shall the "floor" number of Social Members for calculation purposes ever be less than 2,000.
6. Commencing on January 1, 2017, the Club shall pay to ORCA for ORCA's Fiscal Year 2017 an Additional Annual Charge of Seventy-Five Thousand Dollars (\$75,000). That sum will be paid to ORCA in quarterly installments. The first quarterly payment totaling Eighteen Thousand and Seven-Hundred and Fifty Dollars (\$18,750) shall be delivered to ORCA on or before January 1, 2017. Thereafter, the second, third and fourth installments of the Fiscal Year 2017 payment shall be due and payable by the Club in equal installments of \$18,750 on April 1, July 1, and October 1, respectively.
7. For all of the above fees and charges referenced herein, the parties hereby agree that if payment is received by ORCA more than ten (10) days later than the due date, the unpaid amount shall bear interest at the rate of one percent (1%) per month until paid.
8. Commencing on January 1, 2017, and annually thereafter until such time as this Agreement is terminated or modified as hereinafter provided, the Additional Annual Charge shall be adjusted annually by the same percentage (on a compounded, cumulative basis) as ORCA's Class B Operating Assessment for the prior Fiscal Year.
9. ORCA may request funding by the Club for an appropriate share of any ORCA capital expenditures in excess of \$100,000 (annually) from which it believes ORC will derive significant benefit. If the Club determines that it makes economic sense to the Club, at the Club's sole discretion, then the Club may agree (but is not obligated to agree) to the requested additional funding.
10. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In addition, the parties agree that the terms of this Agreement shall be reviewed prior to December 31, 2022, and every 5 years thereafter, and adjustments made through mutual written agreement. If adjustments are not mutually agreed upon, then and in such event the terms of this Agreement shall continue as set forth herein.
11. No amendment, modification, rescission, termination or discharge of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set

forth in this Agreement, no failure to exercise, or delay in exercising any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any rights, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such other terms or provisions in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner to the greatest extent possible.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of the State of Florida located in Monroe County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

14. The parties hereto knowingly, irrevocably, voluntarily and intentionally waive the right they may have to a trial by jury in respect of any controversy, claim, proceeding or counterclaim between or among the parties hereto arising out of, under or in connection with this Agreement, and any other document executed in conjunction herewith. This provision is a material inducement for the parties having entered into this Agreement.

15. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

(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.

Class B Member assessments shall be divided into four categories, which categories may be amended, increased or decreased by the Board of Directors from time to time through ORCA's annual budget or otherwise. The four categories are:

- Category 1 – Unimproved Lots, Warehouses, Sunrise Cay Docks.
- Category 2 – Studios, 1 & 2 Bedroom Condominiums, Live-aboard Docks and Villa Colony Interior Homes.
- Category 3 – Three Bedroom Condominiums, Harbour House and Interior homes.
- Category 4 – Waterfront Homes and Pre-built Residences on Pumpkin Key

(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 and late fees from the due date of such installment until paid 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 an administrative late charge in an amount equal to the greater of:

- (i) Twenty-Five Dollars (\$25.00) per month, or
- (ii) five percent (5%) of each delinquent installment of the 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 effective date of the Association's lien for assessments shall be deemed to relate back to December 30, 1996, which is the date upon which the Association's Board of Directors recorded an Affidavit (with the Governing Documents attached thereto) declaring the previous and continuing existence of the encumbrance of the Governing Documents on all parcels of land within the Ocean Reef community 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; 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.

If the mortgagee of a first mortgage of record, or its successors or assigns, acquires title to the associated Lot or Class A Property as a result of the

foreclosure of the first mortgage, or by deed in lieu of such foreclosure, such first mortgagee's liability is limited to the lesser of (i) the Lot's unpaid common expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt, as more particularly set forth in Section 720.3085 (2)(c), Florida Statutes. If any unpaid share of the assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid shares of assessments shall be deemed to be common expenses collectible from all of the Members.

(d) **Fines and Penalties.** Any Member who fails to comply with the ORCA Documents, may, after a hearing before the Association's Grievance Committee, have certain privileges suspended or set forth in the Association's Bylaws and/or be assessed a fine not to exceed twenty thousand dollars, \$20,000.00 (or the maximum amount permissible by law. 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) day 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 \$100.00 per day but in no event shall exceed the maximum amount permissible by law, with a cap at twenty thousand dollars, \$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. In any action to recover a fine, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

(e) **Other Violations.** The following violations may result in fines or denial of access to Ocean Reef as listed.

Abusive/violent behavior	Barred
Possession of explosives/illegal firearms	Denied Access
Possession of drugs	Denied Access
Undocumented day worker (penalty for driver of vehicle)	2 month suspension from property
Undocumented day worker (penalty to company, per worker/per day)	\$100

Possession of alcoholic beverage	\$100
Disobey security officer	\$100
Failure to secure gate(s) at night	\$100
Solicitation	\$100
Speeding in excess of 15 MPH over the speed limit (40+ in 25)	\$100
Parking in handicapped space	\$100
Parking in fire lane (Statute FL 316.1945)	\$100
Failure to provide parking plan prior to commencement of construction	\$100
Construction during non-service hours	\$100
Use of jack hammers or pile driving between November 1 - May 14	\$100
Failure to erect green screening with top rail prior to construction or before demolition	\$100
Failure to post building permits Monroe County/ORCA	\$100
Failure to maintain site clean and orderly	\$100
Litering	\$100
Dumping hazardous/waste material on property	\$100
Failure to have lot landscaped and sodded after house demolition within 30 days	\$100
Failure to provide as-builts within 2 weeks of completion	\$100
Failure to provide foundation as-builts within 2 weeks of completion	\$100
Blower exceeding 59 decibels (electric), loud noise	\$100
Use of gas blower	\$100
Dumpster violation - no dumpster	\$75
Dumpster violation - overflowing	\$75
Failure to post ORCA-stamped approved plans	\$50
Porti-potti violation - no porti-potti	\$50
Porti-potti violation - not screened	\$50
Parking where prohibited (landscaped islands/travel lane, etc.)	\$50

Failure to place cones in front and behind truck and/or trailer	\$50
Speeding up to 15 MPH over limit	\$50
Failure to stop when required	\$50
Negligent driving	\$50
Failure to provide landscape plan	\$50
Loud noise/radio	\$50
No shirt/upper body not covered	\$50
Project signs not in compliance with rules	\$50
Disturbance other than noise	\$25

(f) 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 there from, the Association will be entitled to recover its reasonable attorney's fees and costs incurred in connection with such enforcement.

ARTICLE VII

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 4000 Hollywood Blvd., Suite 265 South, Hollywood, FL 33021, and the registered agent at such address shall be Dennis Eisinger 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 By-Laws. The By-laws of the Association are to be made, altered or rescinded by the Board of Directors of the Association as provided in the By-laws. The By-laws 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 By-laws may only be altered or rescinded pursuant to the voting procedures described in the By-laws.

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 By-laws.

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, Inc.

C. Prohibition: 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.

D. Violation of Policy by Tenants, Guests; Eviction; Appointment of Association as Attorney-in-Fact for Purpose of Eviction. If 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.

E. **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.

F. **Association Not Liable for Failure to Dispose.** 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 dispose a sexual predator.

TENTH AMENDED AND RESTATED BY-LAWS OF OCEAN REEF COMMUNITY ASSOCIATION, INC.

September 28, 2017

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 By-laws 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) "Declarations" shall mean and refer to certain declarations of restrictions, limitations, conditions and agreements made by/from time to time and are or may hereafter be recorded in the Monroe County Clerk's Office, 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. "Ocean Reef Complex" as used in these Articles also refers to that certain property located in unincorporated Monroe County, Florida commonly known as "Pumpkin Key" which is specifically located in Card Sound off North Key Largo, and which is legally described as Government Lot 2 in Section 1, and Government Lot 5 in Section 12, both being in Township 59 South, Range 40 East, Monroe County, Florida.

All Pumpkin Key Lot Owners as well as occupants, lessees, licensees or those who are otherwise authorized by the Association on behalf of Pumpkin Key Lots, shall be entitled to all Community Services generally available to Members, with the following exceptions:

a. No ferry service shall be provided to or from Pumpkin Key.

b. No landscape services.

c. No road resurfacing or upkeep.

d. No general maintenance services.

e. Only limited police, fire and EMS services will be provided to Pumpkin Key by ORCA (and any such services that are provided, shall be within the sole discretion of ORCA).

f. No day-to-day security, maintenance or boat service will be provided to Pumpkin Key.

g. No maintenance of cart paths on Pumpkin Key.

h. No hurricane or disaster preparation nor clean-up services shall be provided.

i. No maintenance nor service of the 20-slip dock facility.

j. No utility service nor connections shall be provided by ORCA.

k. Payment of all fees and costs to the State of Florida, or otherwise, for submerged land lease rights relating to Pumpkin Key's dock facilities shall be the sole responsibility of the Pumpkin Key Lot Owners.

(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 By-laws, 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:

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Ocean Reef Community 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 By-laws and of each amendment to these By-laws.
- (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 not less than 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, with the exception of 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 with the exception of Lots located on Pumpkin Key where only limited services shall be provided to Pumpkin Key Lots and their owners. However, all prospective owners must go through the process for admission to membership of Class B Members as described in Section 3.2. However, all prospective lessees must comply with the same application and approval process as required for admission to membership of Class B Members as described in Section 3.2.

(d) All Pumpkin Key Lot Owners as well as occupants, lessees, licensees or those who are otherwise authorized by the Association on behalf of Pumpkin Key Lots, shall be entitled to all Community Services generally available to Members, with the following exceptions:

- a. No ferry service shall be provided to or from Pumpkin Key.
- b. No landscape services.
- c. No road resurfacing or upkeep.
- d. No general maintenance services.
- e. Only limited police, fire and EMS services will be provided to Pumpkin Key by ORCA (and any such services that are provided, shall be within the sole discretion of ORCA).
- f. No day-to-day security, maintenance or boat service will be provided to Pumpkin Key.
- g. No maintenance of cart paths on Pumpkin Key.
- h. No hurricane or disaster preparation nor clean-up services shall be provided.
- i. No maintenance nor service of the 20-slip dock facility.
- j. No utility service nor connections shall be provided by ORCA.

k. Payment of all fees and costs to the State of Florida, or otherwise, for submerged land lease rights relating to Pumpkin Key's dock facilities shall be the sole responsibility of the Pumpkin Key Lot Owners.

2.2 **Suspension of Rights of Membership.** The Association may suspend for a reasonable period of time, the rights to use common areas and facilities, the voting and any other rights, including suspension of the right to lease and 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 ninety (90) days in default on the payment of any assessment levied by the Association pursuant to the provisions of the Declaration or these By-laws.

The Board of Directors shall also suspend the voting rights of a Member for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

Such suspension shall be for such period of time as determined by the Association and/or its Grievance Committee.

In order to impose a suspension, the person sought to be suspended 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 suspension, it may not be imposed.

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/she or it 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 Grievance Committee be assessed a fine not to exceed twenty thousand dollars, \$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 \$100.00 per day, but in no event shall it exceed the maximum amount permissible by law, with a cap of twenty thousand dollars, \$20,000.00. Failure to pay such fine shall entitle the Association to exercise any of its available legal and equitable remedies.

(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.

(f) A demolished home will continue to be assessed as if a house is still present. Beginning the fourth year after an existing home is demolished, the resulting lot will be re-assessed as a vacant lot, and the assessment will continue on that basis until a further change takes place. Effective January 1, 2016.

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.

(a) As set forth in Section 2.5 of ORCA's By-Laws, all commercial enterprises and their tenants located or operated on any property within the Ocean Reef Complex are subject to and governed by all of the ORCA documents. Accordingly, all such enterprises and their tenants who are engaged in the business of renting carts are, in addition to other rules set forth herein and effective as of January 1, 2018, required to equip all of their carts for rental within the Ocean Reef Complex with appropriate safety equipment and features including, but not limited to, the following:

- a. Roll-Over Protection System (ROPS)
- b. 3 Point Safety Belt (front and rear)
- c. 18 mph maximum speed capacity
- d. Rear Safety handle and footrest
- e. Comfort grip steering wheel
- f. Safety Information Decals
- g. Rearview mirror (5 panels)
- h. Horn button
- i. Reverse alert
- j. Crush zone front suspension
- k. Handrails

(b) All such enterprises and their tenants shall also be required to maintain not less than \$1,000,000.00 of liability insurance coverage, per occurrence, with ORCA and Ocean Reef Club, Inc. both being named as loss payees and/or additional insureds on all such policies.

(c) In the event of any violation of the cart rules of ORCA or any of the terms and conditions set forth in rental agreements required by ORCA which are to be entered into for the rental and/or usage of carts, all available remedies may be exercised and imposed against the member, guest, cart operator, and/or leasing enterprise (as the case may be), which remedies shall include but shall not necessarily be limited to the revocation of all cart rental privileges (temporarily or permanently), and imposition of claim for assessments, fines, costs or damages.

2.6. Unity of Title. Individuals owning a Sunrise Cay Lot and a Sunrise Cay Dock who wish to permanently unite those properties as one, which will reduce their ORCA Assessments to one, will be allowed to do so if they are using and maintaining their Lot and Dock as one property and agree not to sublet any portion thereof. An acceptable Unity of Title containing these restrictions, which also includes obligation to immediately pay back double the amount of all waived ORCA assessments, plus interest at 18% per annum, in the event the properties are ever split in the future, must be promptly recorded in the Public Records of Monroe County, Florida, and a copy provided to the Ocean Reef Community Association, Inc.. Requests must be

submitted by December 1 for any such Unity of Title to take effect for the ensuing years. Owners of other properties within the Ocean Reef Community may unify their contiguous properties but will be required to pay the Ocean Reef Community Association, Inc. assessments and other fees, expenses and costs based on the same number of properties or Lots that existed prior to unification.

In the event that the Owner or any successor is desirous of canceling their Unity of Title, the same may be done after submitting a survey to the Ocean Reef Community Association, Inc. indicating that all properties involved are in compliance with all the Ocean Reef Community Association, Inc. and County setback requirements in effect at the time of the request.

ARTICLE III MEMBERS

3.1 **Members' Function.** The principal functions 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 shall be held 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 or by the Board of Directors. If twenty percent (20%) of the total voting interests petition the Board of Directors to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than 60 days after the receipt of the petition, take the petition item up on an agenda. The Board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

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 therefrom, 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 eligible voting 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 eligible voting 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 Bylaws. 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.

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.

3.11 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.

3.12 Voting By Proxy and/or Ballot. Voting on any question or in any election shall be by proxy or written ballot for Members present.

3.13 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.

3.14 Voting Certificate Requirement: If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot filed with the Secretary of the Association; provided, however that such a voting certificate shall not be required when a Lot is owned by a husband and his wife only. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the President or the Vice-President of the said corporation, and filed with the Secretary of the Association. If a Lot is owned by a partnership or limited partnership, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by any general partner of the said partnership or limited partnership, and filed with the Secretary of the Association. If a Lot is owned by a limited liability company, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by any manager or managing member of the said limited liability company, and filed with the Secretary of the Association. If a Lot is owned by a trust, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by any trustee of said trust, and filed with the Secretary of the Association. If, for a limited partnership, limited liability company or trust, such a voting certificate is not on file with the Secretary of the Association, the vote of the Lot shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Lot. Any such voting certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the Ownership of the Lot.

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 also 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 by the membership with or without cause by securing signatures of a majority 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 remainder of the term of the Class B Director being replaced. 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.

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- 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 six (6) Board meetings in each calendar year. 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 or 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 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. 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. 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, and meetings to discuss personnel matters, 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 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 By-laws 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 By-laws, 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 By-laws, 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 By-laws, 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 By-laws 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 in between 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 By-laws 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. The Membership Committee is elected by the Board of Directors to 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 the committee, to fill vacancies or to dissolve the committee. The Membership Committee 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.

(d) Ownership shall not be a requirement to serve on any Committee which is merely advisory in nature.

4.15 Books and Records. The Board of Directors is required to keep a record of its votes and minutes for its meetings. The official records of the Association, with the exception of the records excluded by Fla. Stat. Section 720.303(5)(c), shall be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a

Written request for access. Copies of the Articles of Incorporation, By-laws, 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 records may not be kept on file at the Association's business office and shall require reasonable notice to the Association to gather and produce same for inspection and/or copying. A reasonable fee to cover the costs of providing copies of the official records, including, without limitation, the costs of copying, may be imposed.

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 bylaw 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 By-laws, 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, partnership, 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 By-laws.

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 By-laws, 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 By-laws. 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 By-laws 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 By-laws.

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 By-laws, 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 By-laws, 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 By-Laws.

ARTICLE VII

AMENDMENTS AND CONFLICTS

- 7.1 **Amendments.** The Board of Directors shall have the power to amend these By-laws and/or the Articles of Incorporation subject to restrictions contained in the Articles of Incorporation or these By-laws. 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 By-laws, the Articles of Incorporation 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 By-laws 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 By-laws, 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 association documents and the documents of any local association governing a portion of the Ocean Reef Complex, the association 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.

7.9 **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.

7.10 **Rules and Regulations.** The Board of Directors shall have the power to adopt and amend Rules and Regulations subject to any express restrictions to the contrary contained in the Articles of Incorporation or these By-laws.

OCEAN REEF COMMUNITY RULES OCEAN REEF COMMUNITY ASSOCIATION, INC.

September 28, 2017

Ocean Reef Community Association, Inc. (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 residence, 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 obtaining 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 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 call the Ocean Reef Public Safety Department Front Gate at (367-4992) or (367-2263) to provide the name of the guest, expected time and method of arrival (by land, air or sea) and the host's identification number. Property Owners may also clear guests through the Secure Guest Clearance Section at www.oceanreef.com. 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. Property Owners have the right to clear contractors after a criminal background check has been conducted.

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 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

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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 and each additional false alarm in a twelve (12) month period shall result in a fine of one hundred dollars (\$100.00).
 - (b) An alarm user shall not be fined more than one hundred dollars (\$100.00) 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.

Feeding of Animals

Only ORCAT staff members or those authorized by ORCAT, Inc. are permitted to feed cats or any other outdoor animals at Ocean Reef. Ocean Reef residents may only feed their personally owned pets on their private property.

Landscape Blowers

It is encouraged that blown leaves and debris be collected, bagged and removed from each site by the individual or contractor. Electric leaf blowers of 59 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.

OCEAN REEF COMMUNITY ASSOCIATION, INC. RENTAL RULES

Owners shall have the right to periodically rent their single family residence so long as the rental activity (a) does not result in any objectionable noise, fumes, dust or electrical disturbance, (b) does not substantially increase traffic volume or amount of parking within the property or surrounding area, and (c) conforms with the character of the surrounding residential area.

1. Special vacation rental addendum. An Owner or agent is required to make a part of any lease within the Ocean Reef community, a special vacation rental addendum for each single family dwelling unit prior to renting any dwelling unit as a vacation rental.
2. The Property Owner agrees to comply with all the procedures and requirements of the rental program as determined from time to time by ORCA in accordance with the terms and conditions of these rules.

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3. Tenant(s)'s agreement to these rules and regulations must be made a part of each and every lease for any vacation rental unit but, even if not expressly included, shall none the less be deemed applicable and binding upon the tenant(s). These vacation rental regulations governing tenant conduct and use of the vacation rental unit shall be prominently posted within each dwelling unit subject to the provisions of this section along with the warning that violations of any of the vacation rental regulations constitutes a violation of ORCA rules subject to fines and is also grounds for immediate termination of the lease and eviction from the leased premises and penalties.

4. A designated vacation rental manager, who may be the owner, is required before a property can be rented. The vacation rental manager shall be:
 - (a) the designated contact for responding to complaints made by neighbors against vacation rental tenants; and
 - (b) responsible for maintaining the guest register, leases, and official complaint response records for a vacation rental unit as required by this section.
 - a. The vacation rental manager shall be available twenty-four (24) hours per day, seven (7) days a week for the purpose of promptly responding to clearance issues and complaints regarding behavior of vacation rental occupants or alleged violations of this section. Any change in the vacation rental manager shall require written notification to ORCA.
 - b. Complaints to the vacation rental manager concerning violations by occupants of vacation rental units to this section shall be responded to promptly. The person who made the complaint shall be contacted by telephone or in person and informed by the manager and informed as to the results of the actions taken by the manager.

Leases

1. All leases by Members, whether in writing or oral, must include 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 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. Prospective Tenants of more than 59 days must apply for approval of the

ORCA Board.

2. In the event of any violation of the Rules and Regulations of ORCA including, but certainly not limited to, violations involving noise, nuisance, and/or the disturbance of the peaceful and quiet enjoyment of residents, members and guests within the Ocean Reef community, ORCA shall be permitted to pursue all available legal and equitable remedies against the Landlord and/or Tenant (and guests), including, but certainly not limited to, the remedies of eviction and ejectment. In addition, and without limitation, any Member who has leased his dwelling unit within the Ocean Reef community, whether on a vacation rental basis or long-term rental basis, shall prohibit his Tenant (and guests) from making any excessive or objectionable noises or disturbances, and from violating any of ORCA's Rules and Regulations in any form or fashion. In the event any such noise, disturbance or violation is documented to have occurred on at least two prior occasions then and in such event ORCA may, in addition to all other remedies available at law or equity, prohibit said Member from leasing his dwelling unit to any party (whether or not for consideration) for a period of two years.

Ocean Reef Community Association, Inc. Lease Addendum

1. Homeowners shall not supply their renter with Amtech devices (Front Gate openers).
2. The maximum number of cars allowed per rental is dependent on the rental property. All cars shall fit within the confines of the rental property. All cars shall be parked on the rented property and shall not be parked in any common areas.
3. No boat docked at a vacation rental property shall be chartered to a person other than registered guests of the vacation rental unit or used for live-aboard, sleeping or overnight accommodations.
4. Occupants shall be prohibited from making excessive or boisterous noise in or about any residential dwelling unit at all times. Noise, which is audible beyond the boundaries of the residential dwelling unit, shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m. weekdays and 11:00 p.m. and 9:00 a.m. on weekends.
5. All trash and debris on the vacation rental property must be kept in covered trash containers. Each vacation rental unit must be equipped with at least four (4) covered trash containers for such purpose. Owners must post and occupants must comply with all trash and recycling schedules and requirements applicable to the vacation rental unit.
6. The rules of conduct shall be posted in a conspicuous location in each vacation rental unit.
7. It is recommended that disputes between neighbors arising from rentals first be addressed by direct communication between the involved property Owners. In the event a dispute is not resolved in this way, the complaining property Owner shall provide a written statement of the dispute to ORCA and to all other involved property Owners at least 2 weeks prior to a scheduled meeting at which the complaint will be reviewed and a resolution proposed.
8. The Property Owner agrees to comply with all the procedures and requirements of

the rental program as determined from time to time by ORCA in accordance with the terms and conditions of these rules.

10. Tenant(s)'s agreement to these rules and regulations must be made a part of each and every lease for any vacation rental unit but, even if not expressly included, shall none the less be deemed applicable and binding upon the tenant(s). These vacation rental regulations governing tenant conduct and use of the vacation rental unit shall be prominently posted within each dwelling unit subject to the provisions of this section along with the warning that violations of any of the vacation rental regulations constitutes a violation of ORCA rules subject to fines and is also grounds for immediate termination of the lease and eviction from the leased premises and penalties.

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.

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 up to one hundred dollars, \$100.
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 may be levied. Fines up to one hundred dollars, \$100, per violation up to twenty thousand dollars \$20,000, as provided in the associations' bylaws, may be levied.
An officer may be required to monitor the site to ensure peace and tranquility is maintained. The fee for this service is one hundred dollars, \$100 per hour.

Maintenance, Service & Construction Work Periods

November 1 to May 14—8 A.M. to 5 P.M. Monday-Friday
No Pile Driving - No Jackhammering

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;

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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.

Special Services

The following fee schedule for responses involving hazardous materials and auto accidents will be utilized:

- Fire Engine Response: \$50 per hour, \$100 minimum
 - Ladder Truck Response: \$50 per hour, \$100 minimum
 - Medical Unit Response: \$50 per hour, \$100 minimum
 - Personnel Response: \$25 per hour per person
- Repair or replacement of any equipment damaged during response

The 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.

Pets

1. 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 tranquility of the Community shall not be tolerated. Members are encouraged to utilize the Dog Park located on Barracuda Lane.
2. **Pit Bulls:**
Definition and identification of a pit bull dog.
 - (a) The term "pit bull dog" as used within this bylaw shall refer to any dog which exhibits those distinguishing characteristics which:
 - (1) Substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers; or

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(2) Substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers.

(b) The Standards of the American Kennel Club and the United Kennel Club referred to in subsection (a) above, are attached hereto and incorporated herein by reference as "Exhibit A."

(c) Technical deficiencies in the dog's conformance to the standards described in subsection (b) shall not be construed to indicate that the subject dog is not a "pit bull dog" under this bylaw.

(d) Testimony by a veterinarian, zoologist, animal behaviorist, or animal control officer that a particular dog exhibits distinguishing physical characteristics of a pit bull shall establish a rebuttable presumption that the dog is a pit bull.
Time for compliance.

(a) No pit bull dogs may be sold, purchased, obtained, brought into Ocean Reef community, or otherwise acquired by residents of the Ocean Reef community. No pit bull dogs may be kept, maintained, or otherwise harbored within the Ocean Reef community, and each day any such newly acquired pit bull is so kept, maintained, or harbored shall constitute a separate violation of this section.

(1) Violation of subsection (a) may result in the issuance of a civil violation notice, and

(2) Humane destruction of the pit bull dog by order of a court of competent jurisdiction.

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).

Public Assist

Three public assist calls in a twelve (12) month period will be provided by the Public Safety Department to each residence at no cost. The fourth and all additional public assist calls in a twelve (12) month period will result in a fee of fifty dollars, \$50 per call.

Firearms and Weapons Prohibited Policy

Effective 2/11/2015, Ocean Reef Community Association, Inc. prohibits the carrying of firearms or weapons of any type within the Community by employees and contractors unless the item has a specific use within the business for which they are employed.

The term, "carrying" means on their person.

This rule also includes employees and contractors who have legally and lawfully obtained a concealed weapons permit from the State of Florida or any other state.

The only exception to this rule will be duly sworn law enforcement officers that identify themselves as such.

Any such employee or contractor who is found to be carrying a firearm or weapon within the community of Ocean Reef will be subject to immediate ejection from the community, possible permanent ban from the community, and/or such other remedies which the Board of Directors shall seek to impose.

For the purpose of this policy, the definition of a firearm is as follows: any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun.

For the purpose of this policy, the definition of a weapon is as follows: any dirk, metallic knuckles, sling shot, billye, tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or pocketknife

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.

VEHICLE RULES AND REGULATIONS

OCEAN REEF COMMUNITY ASSOCIATION, INC.

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 lanes 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 other boat storage entity at Ocean Reef for parking such vehicles.

Community Registration Service

ORCA offers a mandatory 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, the Public Safety Director 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)

Copies of the complete Public Safety Department Golf Cart Manual are available at the Welcome Center

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 12 years or older may operate an electric cart in daylight hours after they meet the following criteria: The child must have possessed an Ocean Reef Golf Cart

Learner's Permit for at least 12 months. They must be at least 4'9" in height and they must be a homeowner or Ocean Reef Club member, or a child, grandchild or other family member of such homeowner or member. The child must also complete the Electric Cart Educational Program pertaining to safe cart operation. Earbuds and cell phone use is prohibited while driving. After 11:00 p.m. you must be 17 years old or accompanied by someone 21 years old and after 1:00 a.m. you must be 18 years old or be accompanied by someone 21 years old.

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. Homeowners are granted the authority to ride motorcycles from their residence to the Front Gate, repair department or Service Station and back to their residence only.
2. Motorcycles can operate between 8:00am and 9:00pm.
3. All motorcycles must be registered through Public Safety.
4. Public Safety will conduct a check on every motorcycle to determine its operating decibel level meets current standards.
5. All permitted operators will have an ID card for the motorcycle that they shall carry with them when entering the community
6. Mopeds and scooters engine size 150cc and under are permitted if operated by an individual with a valid State Motor Vehicle Operator's License. The Chairman shall be granted the authority to allow exceptions to who can operate a motorcycle in Ocean Reef.
7. All mopeds or scooters shall be registered with ORCA.

8. The number of persons riding on a moped or scooter is limited to the design capacity for the particular moped or scooter.
9. Mopeds and scooters must be operated on the motor vehicle roadways only. They may not be operated on the cart paths.
10. All mopeds and scooters must be equipped with proper mufflers and full time headlights and tail lights.
11. Electric powered Go-Peds (skateboards and scooters) will be allowed at Ocean Reef. Gas powered Go-Peds are not permitted.

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 as provided for in the association's bylaws. 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 and/or, subject to a fine 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 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

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, INC. BUILDING REGULATIONS AND RESTRICTIONS

Copies of the Building Regulations and Restrictions are available for pickup at the ORCA office.

GENERAL MARINE POLICIES

1. All vessels operating within Ocean Reef waterways and marinas (including the main marina, Sunrise Cay Marina and Harbour House Marina) 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 quality, 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.
3. All Ocean Reef waterways are designated as "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 main marina, refueling is only allowed at the fuel docks. In areas other than the main 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, or other motorized personal watercraft are permitted within the Ocean Reef waterways and marinas or in any other area with less than 4 foot depth, except for direct entering or exiting the Ocean Reef area observing the 5 mph speed limit. When used to enter or leave Ocean Reef waterways or marinas, all watercraft should be operated in a safe and courteous manner. All operators of watercraft must abide by all rules of navigation and must carry all required safety equipment.
7. Kayaks, wind surfers, paddle boards and other non-motorized personal water craft are allowed in Ocean Reef waterways but must be operated in a safe and courteous manner.
8. No swimming is allowed in channels or marinas.
9. Boats will not be allowed to moor in the middle of navigable channels of Ocean Reef.
10. Live-aboards are only permitted in the Marina Condominium Associations (A-H) and Marina Village condominiums areas of Ocean Reef.
11. Owners leaving boats at their private docks while not in residence and during hurricane season should provide OR Public Safety Department with the name of persons that will tend to the care and moving of the vessel should storm warnings be issued.

12. Children under age 10 must be accompanied by an adult when using the Ocean Reef waterways.
13. Hanging bathing suits, towels or other laundry on the piers, docks, boats or other areas visible to neighbors or other boaters is not permitted.
14. Vessels are not allowed to use generators in the main marina or at private docks unless required by PEBC power outage.
15. Disturbing noises, excessive bright lights or other lights that interfere with the rights, comfort or conveniences of others are not allowed.

Main Marina and Dock Area Rules

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

Pump-Out Policy

1. No boat docked or otherwise, will discharge polluted bilge or untreated sewage into waters of the marina or other waterways within the Ocean Reef Community.
2. 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 a USCG Approved Waste Treatment Device for all operable heads.
3. Live-aboards at the marina are not permitted on boats without holding tanks, unless the vessel has a USCG Approved Waste Treatment Device for all operable heads.

DRONES

As used herein, a drone is any aircraft without a human pilot on-board, including unmanned aircraft systems ("UAS") or unmanned aerial vehicles ("UAV"). The flight is controlled either autonomously by onboard computers or by remote control. Drones as defined herein shall include unmanned aircraft with photographic and/or video capabilities.

The use of drones in Ocean Reef for hobby or recreational purposes is prohibited. Drones may be used for ORC or ORCA purposes, or for non-recreational use by Club members, property owners, or businesses located in Ocean Reef with advance, written approval from ORCA and ORC. Such drone use requires approval from the ORC Communications Department, ORC Airport, and ORCA Public Safety. Requests for approval must be submitted to the ORC Communications Department at least 48 hours prior to the proposed flight time.

A drone may not fly within one half mile of restricted areas of the airport.

A drone may not photograph a private home, boat name, airplane tail number, or Club member, unless written permission is obtained from the appropriate party, i.e. property owner, member or manager.

A drone may not be utilized in Ocean Reef if such use harasses or disturbs any resident or guest and/or otherwise breaches the peace. In addition, drones may not be used for conducting surveillance of any resident(s) or guest(s) that violates such person's reasonable expectation of privacy or any purpose otherwise prohibited by law.

**AIRPORT RULES AND REGULATIONS
OCEAN REEF COMMUNITY ASSOCIATION, INC.**

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.

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