Ocean Reef Community

Association, Inc.

2025/2026

MEMBER HANDBOOK

ARTICLES OF INCORPORATION

BY-LAWS

COMMUNITY RULES

BUILDING REGULATIONS AND RESTRICTIONS

BOATING, MARINE, DOCK RULES

Adopted and Approved by the ORCA Board

on October 21, 2026

ORCA

Ocean Reef Community Association, Inc.

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

November 17, 2021 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 "Article 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.

1.4 Governing Law. The provisions of these Articles of Incorporation shall be governed by and construed in accordance with the laws of the State of Florida, and shall specifically be governed by Chapter 720.301, et. seq., Florida Statutes (the 'Homeowners' Association Act'), and by Chapter 617, Florida Statutes (the 'Florida Not For Profit Corporation Act'), both as same exist on the date hereof and as same may hereinafter be amended and/or renumbered from time to time, as applicable; and, in the event that any

provision in these Articles of Incorporation shall conflict with any mandatory provision contained within the Homeowners ' Association Act and/or the Florida Not For Profit Corporation Act, the provisions in the Homeowners' Association Act and/or the Florida Not For Profit Corporation Act, as applicable, shall supersede those provisions contained within these Articles of Incorporation. However, notwithstanding the above, in no event shall any existing provision of, or future amendment to, the Homeowners ' Association Act or the Florida Not For Profit Corporation Act be permitted or deemed to modify, alter, amend or affect in any form or fashion the provisions of Section 1.3, Article II, Sections 3.1(a), 3.5 or 3.7, Article IV, Article VI or Article VIII hereof or any other provision of these Articles of Incorporation with respect to the current manner in which these Articles of Incorporation can be modified, replaced or amended, or with respect to the current manner in which officers and directors of the Association are elected or appointed, or any other provision or exemption applicable solely to the Class A Member.

ARTICLE II
PURPOSES OF ASSOCIATION

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

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

(v) the person(s) seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence, injury or harm to persons or property at any time or has been convicted of any other felony within the seven (7) years preceding the date of application or otherwise presents a viable threat to the health, safety or welfare of the community.

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.

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 bonafide offer to purchase his Lot (or to lease same for more than one (1) year) (such offer to purchase a Lot shall be referred to as an "Outside Offer") which he intends to accept shall give notice by certified mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the offeror, the terms of the proposed transaction, a copy of the purchase contract between the Owner and the offeror, and such other information as the Board of Directors may reasonably request.

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

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

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

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

The Association shall not be required to exercise its right of first refusal if a purchaser or tenant is otherwise disapproved for membership as set forth in Section 3.2 hereof. 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 (i) to the provisions of Article 3.2 and, (ii) to the Association's right to purchase as provided in Article 3.4.
3.6 Involuntary Transfer of Lot Ownership. In case of an execution sale, bankruptcy proceedings, or any other involuntary transfer of a Lot located in the Ocean Reef Complex, such involuntary transfer shall be subject to, and the Association shall have the right to purchase the Lot so sold or transferred within sixty (60) days after receiving actual notice of said execution sale, 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.

3.8 New Member Fee.

(a) In order to become a Class B Member of the Association, the purchaser or transferee of a lot or property within the Ocean Reef Complex shall pay a one-time New Member Fee in the amount of fifty thousand dollars ($50,000).

(b) The New Member Fee shall not be imposed upon transactions: (i) if the purchaser or transferee is a then existing Association Class B member; or (ii) if the transferee is the spouse of the transferring Owner; or (iii) if the transferee is a lineal descendant (or spouse) such as child or grandchild of the transferring Owner; or (iv) if the transferee is a trust, corporation or other business entity and the transferring Owner is a natural person and said Owner, his or her spouse and/or lineal descendant(s) are and continue to be the sole beneficiary(ies) or equitable owner(s) of such trust, corporation or other business entity; or (v) if the purchaser was an Equity Emeritus member of the Ocean Reef Club on July 1, 2023. A Class B Member will be deemed to be an "existing" member notwithstanding transfer of all of his or her Lot(s), provided that such Class B member acquires another Lot within twelve (12) months after the last date of transfer of the Lot(s), subject to extension for up to an additional twelve (12) months at the discretion of the Board of Directors for good cause shown.

(c) All funds received by the Association from imposition of the New Member Fee shall be credited to an "Infrastructure Fund," and all disbursements from that fund shall be expended solely for capital improvements and/or replacements to the infrastructure, such as for roads, bridges, cart paths, street lighting, drainage, public safety, welcome center building and equipment, and such other components which would generally be deemed as part of "infrastructure" for a community association and which is the responsibility of the Association (and shall not be expended for operating expenses and landscaping). The books and records of the Association shall be maintained to clearly reflect all such credits and all such disbursements, which shall also be reflected on the Association's financial statements.

(d) The provisions of this Section 3.8, specifically including the dollar amount of the New Member Fee, can be changed only by action of the Board of Directors in accordance with the provisions of Section 4.13 of the Association's Bylaws.

(e) The effective date of this Section 3.8 is January 1, 2026. The New Member Fee will not be imposed on any transaction for which a purchase and sale agreement has been entered into for a lot prior to the effective date or an estoppel request has been received by the Association and is pending as of the effective date, but otherwise will be imposed for all closing transactions consummated after the effective date (except as otherwise provided in subsection 3.8(b) above).

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 up to eleven (11) 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. In addition, the said Board, at its Annual Meeting as described above, shall elect one of its members to be the Association's Board Chairperson and another to the position of Vice-Chairperson to serve until their successors are elected. 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.

ARTICLE VII
ASSESSMENTS, FEES AND CHARGES

7.1 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.

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 the Agreement is terminated or modified as hereinafter provided, the Social Member Charge 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, i.e., a zero percent (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 Social Member Charge since the compounded cumulative charge in such case would be less than five percent (5%) per year. Every five (5) 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 January 1, 2018, and annually thereafter until such time as the Agreement is terminated or modified as hereinafter provided, the Additional Annual Charge 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, i.e., a zero percent (0%) increase in the Class B Operating Assessment in 2017 followed by a six percent (6%) for the Additional Annual Charge since the compounded, cumulative charge in such case would be less than five percent (5%) per 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, 2025, 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 right, 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) Class B Member assessments shall be divided into such categories and specific assessment amounts as may be determined by the Board of Directors from time to time through approval of the Association's annual budget or through other board action. The categories (but not amounts) shall be reflected in the Association's Bylaws.

7.2 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.

7.3 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.

7.4 Sanctions, Fines and Penalties.

(a) Any Member who fails to comply with the ORCA Documents, may have certain privileges suspended and/or assessed a fine not to exceed One-Hundred Thousand Dollars ($100,000), in the aggregate, by the Association's Board of Directors. The fine may be applied retroactively (i.e. from the date of initial violation). The schedule of monetary fines for certain specific infractions if set by the Board, shall be reflected in the Community Rules, and may be changed from time to time by the Board.

(b) Any such fine imposed and not paid by the Member shall constitute an unpaid assessment which will become a lien against the Member's property, except that a fine of less than $1,000 may not become a lien. Failure to pay such fine shall entitle the Association to exercise any of its available legal and equitable remedies.

(c) Any person or entity sought to be fined or otherwise sanctioned shall receive at least fourteen (14) days' notice and shall have the right to contest the action at a hearing before the Association's Appeals Committee (its "Grievance Committee"). That Committee shall be comprised 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.

(d) The terms and provisions of Florida Statute 720.305 shall apply to all Board and Committee proceedings, together with all other legally permissible procedures adopted by the Association's Board, from time to time.

7.5 Attorney Fees. 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. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs. Attorney fees and costs may not begin to accrue until after (i) the time for an appeal has expired, and (ii) the date specified for payment in the notice issued following a hearing before the Appeals Committee.

ARTICLE VIII
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 IX
AMENDMENTS

9.1 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.

9.2 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.

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

ARTICLE X
PROHIBITION AGAINST SEXUAL PREDATORS AND SEXUAL OFFENDERS PERMANENTLY OR TEMPORARILY RESIDING IN THE COMMUNITY

A. Definitions: For purposes of this Article X, the following terms shall have the respective meanings ascribed to them in this Section:

(i) "Permanent Residence" shall have the meaning as defined in Section 775.21, Florida Statutes, as amended (the Florida Sexual Predators Act), which currently defines Permanent Residence as a place where the person abides, lodges, or resides for three (3) or more consecutive days.

(ii) "Sexual Offender" shall mean any individual who has been convicted of a qualifying sexual offense in Florida or another jurisdiction (the term convicted to include not only Florida statutory provisions, but, also, a conviction of a similar offense with similar elements of proof by a Federal, or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and, further, includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any State of the United States or other jurisdiction).

(iii) "Sexual Predator" shall mean any individual who has been deemed a sexual predator under the provisions of Section 775.21, Florida Statutes, or has been convicted of an offense that provides for the assignment of such status under Florida law to include, but not be limited to, Section 794.011 (sexual battery), Section 800.04 (lewd or lascivious offenses committed upon or in the presence of persons less than 16 years of age), Section 827.071 (sexual performance by a child), Section 847.0135(5) (Computer Pornography and Child Exploitation Prevention Act), or Section, 847.01455 (selling or buying of minors), Florida Statutes, regardless of whether adjudication has been withheld (the term convicted to include not only the listed Florida statutory provisions, but, also, a conviction of a similar offense with similar elements of proof by a Federal, or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and, further, includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any State of the United States or other jurisdiction).

(iv) "Temporary Residence" shall have the meaning as defined in Section 775.21, Florida Statutes, as amended (the Florida Sexual Predators Act), which currently defines Temporary Residence as a place

where the person abides, lodges, or resides, including, but not limited to, vacation, business, or personal travel destinations out of this state, for a period of three (3) or more days in the aggregate during any calendar year and which is not the person's permanent address or, for a person whose permanent residence is not in this state, a place where the person is employed, practices a vocation, or is enrolled as a student for any period of time in this state.

B. Purpose: The Ocean Reef Community is a family-oriented community which highly values its children and residents and prides itself as being a safe place that families find highly desirable. The Florida Legislature has found that Sexual Offenders and Sexual Predators present an extreme threat to the public safety. The Florida Legislature has also found that Sexual Offenders and Sexual Predators are extremely likely to use physical violence to repeat their offenses, and most Sexual Offenders and Sexual Predators commit multiple offenses, have more victims than are ever reported, and are prosecuted for only a fraction of their crimes. Thus, there is undoubtedly a high level of threat that Sexual Offenders and Sexual Predators present to the public safety, as well as proven long-term effects suffered by victims of sex offenses. The Association has a compelling interest in promoting and advancing the health, safety and welfare of residents of the Ocean Reef Community, and desires to protect the residents of the Ocean Reef Community from criminal activity to the maximum extent afforded by controlling law.

C. Residency of Sexual Offenders and Sexual Predators Prohibited: In recognition of the fact that jurisdictions and operative bodies have the ability to be more restrictive than the Florida statutory requirements, thus allowing jurisdictions and operative bodies to create larger geographic boundaries, it is prohibited for any persons who have been deemed Sexual Offenders or Sexual Predators to permanently or temporarily reside in any dwelling within the Ocean Reef Community. This Section shall not apply to persons who reside in an Ocean Reef Community dwelling prior to the effective date of this Amendment because it is not the intent of this Amendment to impair valid, existing and bona fide contract rights provided, however, that the provisions of this Amendment shall apply upon termination of any existing leasehold relationship arising from a landlord-tenant relationship or the expiration of a lease. Similarly, when an Owner or any other person who is the subject of this Amendment changes residences within the Ocean Reef Community, this Amendment shall fully apply to such persons.

D. Renting Real Property to Sexual Offenders and Sexual Predators Prohibited:

(i) In recognition of the fact that jurisdictions and operative bodies have the ability to be more restrictive than the Florida statutory requirements, thus allowing jurisdictions and operative bodies to create larger geographic boundaries, it is prohibited for any Owner or lessor to let, rent or lease any dwelling within the Ocean Reef Community with the knowledge that it will be used as a Permanent Residence or Temporary Residence by any person prohibited from establishing such Permanent Residence or Temporary Residence pursuant to the terms of this Article IX of the Articles of Incorporation.

(ii) If after the date of this Amendment it is discovered that a renter, lessee or adult resident is a registered Sexual Offender or Sexual Predator, the Owner must take all necessary action to remove the renter, lessee, or other resident from the dwelling pursuant to subsection (iii) below. The Owner shall be solely responsible for the fees and costs associated with removing the renter, lessee or adult resident from the dwelling and the Ocean Reef Community.

(iii) If after the date of this Amendment a Sexual Offender or a Sexual Predator occupy an Ocean Reef Community dwelling as a tenant, or under any other possessory interest, in violation of Section

C above, the Owner of the dwelling must immediately cause the person to vacate the dwelling; and, if the person does not vacate the dwelling within thirty (30) days of the date the Owner was notified by the Association of the presence of a Sexual Offender or a Sexual Predator, then the Owner shall be required to immediately commence eviction proceedings, at the Owner's sole cost and expense. If the Owner fails to commence eviction proceedings within thirty (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 sole cost and expense. Each Owner 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 Article IX. 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. Remedies: Any Owner or any other person 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 Article IX, as same may be amended from time to time, must vacate the dwelling and the Ocean Reef Community within thirty (30) days of receipt of the Association's notice. If the Owner fails to vacate the dwelling and/or the Ocean Reef Community within thirty (30) days of receipt of the Association's notice, the Association shall be entitled to avail itself of any and all rights, power and authority it has to compel compliance, which may include but shall not be limited to fining and suspension of use rights, as well as filing for injunctive relief, to remove the Sexual Offender or the Sexual Predator. Prior to denying or restricting access, the Board of Directors shall first make a determination regarding the Sexual Offender or the Sexual Predator status of the person who is seeking access to the Ocean Reef Community. If the Board of Directors votes in favor of denying or restricting access to the Ocean Reef Community for the Sexual Offender or the Sexual Predator, the responsible Owner or tenant, as well as the individual who is being denied or restricted 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 or restricted 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. Owners shall be responsible for any and all acts or omissions by their tenants, guests, invitees, and agents. The remedies available to the Association shall not be mutually exclusive and the exercise of one or more remedies shall not preclude the exercise of any other remedy.

F. **Association Not Liable for Failure to Dispossess**: The Association shall not be liable to any Owner or anyone occupying an Ocean Reef Community dwelling or visiting the Association as a result of the Association's failure to dispossess a Sexual Offender or a Sexual Predator.

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

December 14, 2022

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**. In accordance with Florida Statute 720.303(4)(a), the Association shall maintain each of the following items, when applicable, for at least seven (7) years, which shall constitute the official records of the Association:

OFFICIAL RECORDS.

(i) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.

(ii) A copy of the bylaws of the Association and of each amendment to the bylaws.

(iii) A copy of the articles of incorporation of the Association and of each amendment thereto.

(iv) A copy of the declaration of covenants and a coy of each amendment thereto.

(v) A copy of the current rules of the homeowners' association.

(vi) The minutes of all meetings of the board of directors and of the members.

(vii) A current roster of all members and their designated mailing addresses and parcel identifications. A member's designated mailing address is the member's property address, unless the member has sent written notice to the Association requesting that a different mailing address be used for all required notices. The Association shall also maintain the e-mail addresses and the facsimile numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. A member's e-mail address is the e-mail address the member provided when consenting in writing to receiving notice by electronic transmission, unless the member has sent written notice to the Association requesting that a different e-mail address be used for all required notices. The e-mail addresses and facsimile numbers provided by members to receive notice by electronic transmission must be removed from Association records when the member revokes consent to receive notice by electronic transmission. However, the Association is not liable for an erroneous disclosure of the e-mail address or the facsimile number for receiving electronic transmission of notices.

(viii) All of the Association's insurance policies or a copy thereof.

(ix) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed are considered official records and must be kept for a period of 1 year.

(x) The financial and accounting records of the Association, kept according to good accounting practices. The financial and accounting records must include:

(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 and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

(3) All tax returns, financial statements, and financial reports of the Association.

(4) Any other records that identify, measure, record, or communicate financial information.

(xi) A copy of the disclosure summary described in s. 720.401(1).

(xii) Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by parcel owners, which must be maintained for at least 1 year after the date of the election, vote, or meeting.

(xiii) All affirmative acknowledgments made pursuant to s. 720.3085(3)(c)3.

(xiv) All other written records of the Association not specifically included in this subsection which are related to the operation of the Association.

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 of the association's Articles of Incorporation. 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 of the association's Articles of Incorporation.

(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 VII 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) This paragraph has been deleted.

(d) 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.

(e) Class B Member assessments (the amounts of which shall be set from time to time by the Board, to which shall be added Comcast charges) shall be divided into the following categories:

- Category 1 – Unimproved Lots, Warehouses, Sunrise Cay Docks.
- Category 2 – Studios, 1 & 2 Bedroom Condominiums, - Docks (other than Sunrise Cay Docks), and 2 Bedroom Villa Cay non-waterfront Homes.
- Category 3 – Three Bedroom (and greater) Condominiums, Harbour House, all other non-waterfront, and all properties owned by Sec. 501(c)(3) non-profit entities.
- Category 4 – Waterfront Homes, Pre-built Residences on Pumpkin Key, Commercial properties, and Club properties (other than properties owned by Ocean Reef Club, Inc., which are assessed pursuant to other provisions of these Articles).

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.

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 there from, but only for a proper purpose, which in no event shall include any solicitation purpose. In order to exercise this right, a Member must make written demand upon the Association, stating with particularity the records sought to be examined and the purpose thereof.

3.8 Quorum. The presence of not less than ten percent (10%) of the total 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 By laws. Limited proxies and general proxies may be used to establish a quorum.

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

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

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 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) 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. Effective April 14, 2022, there shall be thirteen (13) directors, of which two (2) shall be Class A Directors and of which eleven (11) shall be Class B Directors. Further, this eleventh Class B Director position shall be filled at the 2022 Annual Meeting for a three-year term and at every third meeting thereafter.

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 five (5) persons to include the current Chairman, the current Vice Chairman, and three (3) Class B Members who are not (and have never been) Directors. These three (3) Class B Members shall be appointed by the existing Class B Directors. In addition, if he or she chooses to do so, the Immediate Past Chairman may serve as a sixth nominating committee member. 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. At the discretion of the Chairman, 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. If there is a vacancy in the office of a Class A Director for any reason, the Class A Member may appoint a director to f ill such vacancy. In addition, the Class A Member shall be permitted to appoint a substitute Class A Director by advanced written notification to the Chairman on a temporary basis for purposes of attending any particular meeting or meetings whenever there is a vacancy in the office of a Class A Director or an appointed Class A Director is unable to attend on a temporary basis.

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

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

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

4.10 Meetings of the Board. Meetings of the Board of Directors shall be held at such place within the State of Florida, as may be fixed by the Board. There shall be a minimum of six (6) Board meetings in each calendar year. Minutes of all meetings of the Board of Directors shall be kept in a business like manner and shall be available for inspection by Members, 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 Members.

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) Seven (7) directors, at least one (1) of whom is a Class A Director, present and voting in person or participating in the meeting on a conference call, shall constitute a quorum for the transaction of business. All directors shall make a good faith effort to provide at least twenty-four (24) hours advanced written notice when he/she will be unable to attend the next scheduled Board meeting. A majority of directors present at any meeting of the Board of Directors shall have the power to adjourn such meeting from time to time, without notice other than an announcement at such meeting. At such reconvened meeting, if a quorum shall be present, any business may be transacted which might have been transacted at the meeting of the Board of Directors as originally called. A majority of votes cast shall be sufficient to take any action

except as otherwise provided by statute, the Articles of Incorporation or the 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 or a Substitute 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) Nominating Committee. This Committee's establishment and operation is more specifically set forth in Section 4.3 of these Bylaws.

(c) Other Committees. There shall be the following six (6) Standing Committees: Architectural Review Committee, Compensation Committee, Finance and Audit Committee, Legal and Membership Committee, Public Safety Committee, and Appeals Committee. One or more Ad Hoc Committees may be established from time to time by the Board of Directors. Each Standing Committee and each Ad Hoc Committee shall prepare a proposed Charter which shall be presented to the Board of Directors for approval. The Charter, among other things, shall include a Mission Statement and composition, responsibilities and authority of its committee. Once approved by the Board of Directors, the Charter may only be modified by action of the Board of Directors.

(d) Authority. Except as expressly set forth below, all Standing and Ad Hoc Committees shall be advisory only and shall report and make recommendations to the Board of Directors on all action items and matters under review and consideration by such committee. The Chair man or Vice-Chairman of each committee shall present his or her committee report to the Board of Directors. Notwithstanding the foregoing, certain committees shall have decision-making authority consistent with past practices. Specifically:

(i) The Architectural Review Committee or its Chairman may approve issuance of permits without first obtaining the approval of the Board of Directors. It shall report all such approvals to the Board of Directors at its next regular meeting. Any applicant who has been denied approval shall have the appeal rights specified in the Association's Building Regulations and Restrictions;

(ii) After review of the New Member Information Sheet and supporting documents, the Legal and Membership Committee (by action of either its Chair or Vice-Chair) may accept the new member(s) as Class B member. It shall report all such acceptances to the Board of Directors at its next regular meeting;

(iii) The Human Resources Committee shall review and approve compensation guidelines for all employees (excluding the President and the first tier of executives which currently is comprised of the Association's three (3) Vice Presidents), all within the budgeting limits as proposed by the Finance and Audit Committee and previously approved by the Board of Directors;

(iv) The Compensation Committee shall set the compensation of the President and shall review and approve the President's proposed compensation for the first tier of executives;

(v) The Legal and Bylaws Committee shall appoint outside counsel as it deems appropriate, monitor and direct the defense (or, if appropriate, the prosecution) of litigation to which the Association is or intends to be a party. Notwithstanding, this Committee shall not have the authority to initiate nor settle matters in litigation without the approval of the Board of Directors;

(vi) The Appeals Committee shall have, among other responsibilities empowered to it by the Board of Directors, those duties and responsibilities as set forth in Florida Statutes $720.305.

(e) Appointment and Composition of Standing and Ad Hoc Committees.

(i) The Compensation Committee shall be comprised of the Chairman, the Vice-Chairman and the Immediate Past Chairman.

(ii) The Board of Directors shall consider and appoint the members of each other committee (including the Chairman and if appropriate the Vice-Chairman) on an annual basis. New committee members shall serve terms having an initial duration as determined by the Board of Directors from time-to-time, but

which initial terms shall not exceed three (3) years. Notwithstanding the foregoing, all committee members serve at the pleasure of the Board of Directors. Accordingly, the Board of Directors may at any time change the membership of a committee, fill any vacancy, or dissolve an Ad Hoc Committee.

(iii) Each Director shall serve on at least one (1) committee. Similarly, each committee shall have at least one (1) Director as a committee member. The chairman of each committee may, but need not, be a Director. Further, except as set forth below, each committee shall have as a member(s) one or more persons who are Association members but not Directors, Association officers or executive level personnel. Such inclusion is encouraged where appropriate and the desired number of such "outside" committee member s shall be included within each committee's Charter. An "outside" committee member need not be appointed where inappropriate, i.e., to the Compensation Committee, the Legal and Bylaws Committee, or the Membership Committee. In addition, where appropriate, Association staff personnel may also be members of a committee.

(iv) Each committee's Charter shall include a description of the desired qualifications for the Chairman and its members, taking into consideration any special expertise and experience that may be appropriate for such committee.

f) For indemnification and insurance purposes, committee members will be considered as agents of the Association.

g) Association membership or ownership of a Lot or condominium unit within Ocean Reef shall not be a required in order to serve on any Committee.

4.15 Books and Records. The association shall maintain records and shall grant access to members in accord with the applicable provisions of Florida Statute section 720.303 (4) and (5). Refer to Bylaws Section 1.3(c) and to the Policy titled "Records Request Policy and Procedure."

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, and shall specifically be governed by Chapter 720.301, et. seq., Florida Statutes (the 'Homeowners' Association Act'), and by Chapter 617, Florida Statutes ('Florida Not For Profit Corporation Act'), both as same exist on the date hereof and as same may hereinafter be amended and/or renumbered from time to time, as applicable; and, in the event that any provision in these By-laws shall conflict with any mandatory provision contained within the Home owners' Association Act and/or the Florida Not For Profit Corporation Act, the provisions in the Homeowners' Association Act and/or the Florida Not For Profit Corporation Act, as applicable, shall supersede those provisions contained in these By-laws. However, notwithstanding the above, in no event shall any existing provision of, or future amendment to, the Homeowners ' Association Act or the Florida Not For Profit Corporation Act be permitted or deemed to modify, alter, amend or affect in any form or fashion the provisions of Sections 2.1(a) or 3.10, Article IV, Article V or Article VII hereof or any other provision of these Bylaws with respect to the current manner in which these Bylaws can be modified, replaced or amended, or with respect to the current manner in which officers and directors of the Association are elected or appointed, or any other provision or exemption applicable solely to the Class A Member.

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.

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PART A

SCHEDULE OF MONETARY FINES AND OTHER SANCTIONS

February 18, 2026

1. Infractions specifically applicable to construction projects, to commercial vendors, and to property considerations:

Abusive/Violent Behavior	Barred
Possession of explosives/firearms	Denied Access
Possession of drugs	Denied Access
Undocumented day worker (penalty for driver of vehicle) from property	2 month suspension + $100 fine
Undocumented day worker (penalty to company, per worker/per day)	1st Offense: $200 2nd and subsequent offenses within a 24-month period: $500
Possession of alcoholic beverage with intent to consume within the community (excluding members and club members and their guests)	$100
Failure to secure gate(s) at night	$100
Failure to provide parking plan prior to commencement of construction	$100
Construction during non-service hours	$100
Jackhammering, pile, sheet or structural driving between November 1 and May 14	$500
Use of electric or pneumatic drill or chipping between November 1 and May 14, except during authorized hours on authorized days	$500
Failure to erect dark green screening with top rail prior to construction or before demolition	$100
Failure to timely post building permit; Monroe County/ORCA	$100
Failure to maintain site clean and orderly	$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
Use of gas blower	$100
Dumpster violation – no dumpster	$100
Dumpster violation – overflowing	$100
Failure to post ORCA-stamped approved plans	$50
Porta-potti violation – no porta-potti	$100
Porta-potti violation – not screened	$100
Failure to place cones in front and behind truck	$50

and/or trailer	
Failure to provide landscape plan	$50
Project signs not in compliance with rules	$50
Overweight vehicles on posted bridges	$100
Parking violation at construction site	$100

Any construction site or contractor that receives five or more fines in the same calendar month will receive an additional $500 fine.

In the event an infraction continues unabated or uncorrected for more than one day, the fine shall be assessed on a per diem basis as follows:

- Day 1 through Day 30: $100 per day
- Day 31 through Day 60: $500 per day
- Day 61 and thereafter: $1,000 per day

In no event shall the aggregate fine for one continuing infraction exceed $100,000. All such fines shall be assessed by the Board of Directors, and in all events, the owner, tenant, guest, or invitee shall have all rights of notice and appeal as provided in Section 7.4 of the Amended and Restated Articles of Incorporation or Florida Statute §720.305(2). ORCA's Appeals Committee addresses the levy of fines and suspension on its behalf. Accordingly, as set forth in the aforesaid Statute, the Appeals Committee must either confirm or reject the Board's determination regarding the imposition of a fine or suspension for any continuing infraction.

2. Infractions and enforcement generally applicable to all persons while within Ocean Reef:

Abusive/violent behavior	Barred (temporary/permanent)
Disobey security officer	$100
Solicitation	$100
Speeding in excess of 15 MPH over the speed limit (41+ in 25 zone)	$100
Speeding up to 15 MPH over the speed limit (40- in 25 zone)	$50
Parking in handicapped space	$250
Parking in fire lane (Statute FL 316.1945)	$200
Littering	$100
Dumping hazardous/waste material on property	$100
Blower exceeding 59 decibels (electric); loud noise	$100
Use of gas blower	$100
Use of gas trimmer except for one hard cut per year per residence between May 15 and October 30	$100
Parking where prohibited (landscaped islands/travel lane, etc.)	$50
Failure to stop when required	$50
Negligent driving	$50
No shirt/upper body not covered	$50

Noise/Nuisance	First Offense: $100 fine Second Offense: $250 fine Subsequent offense: $500 fine
Disturbance other than noise	$25
Operate a privately-owned golf cart, moped, scooter or similar vehicle that does not display an ORCA registration decal	$50
Minors operating a golf cart under the age of 16 without a license or permit	First Offense: Warning Second Offense: $50 fine Third offense: $100 fine Subsequent offense: $200 fine

<u>Pet Infractions:</u>

Leash Requirement:	First Offense: $100 fine Second Offense: $250 fine Subsequent Offense: $500 fine
Failure to Remove Pet Waste:	First Offense: $100 fine Second Offense: $250 fine Subsequent Offense: $500 fine
Aggressive/Dangerous Pet:	First Offense: $500 fine Subsequent Offense: $750 fine, plus removal of pet(s) from community

PART B

GOLF CARTS & MOKE VEHICLES

January 15, 2025

A. General. Complete information on permits, licenses, policies, decal application and the Golf Cart Study Guide may be found on the ORCA website: **https://www.orcareef.com/member-forms-2/**

B. Permits and Licenses. Set forth below is a summary of the requirements and restrictions. More complete information may be found on the aforesaid website.

GOLF CART PERMITS

1. **Learner's Permit Requirements:**
   - Must be at least 4'9" tall
   - Must be at least 10 years old
   - Must pass written test
   - Be a homeowner or Club member, or child, grandchild or other family member of a homeowner or Club member
   - Children of guests are not permitted to be licensed, therefore are not able to drive unless they possess a valid state issued driver's license

2. **Drivers operating a golf cart with a learner's permit are subject to the following provisions:**
   - May only drive when accompanied by a licensed adult at least 18 years old
   - May only drive a "slow" cart (maximum speed of 17 mph), with a capacity of no more than four (4) persons
   - May drive only during daylight hours
   - While driving, the ORCA Public Safety Golf Cart Permit must be worn with the provided yellow lanyard
   - An Indemnification Agreement must be signed by the parent/relative

GOLF CART LICENSES

3. **Golf Cart License Requirements:**
   - Must be at least 4'9" tall
   - Must be at least 12 years old
   - Must have held a learner's permit for at least 12 months
   - Pass a driving test conducted by a trained and approved Public Safety Officer
   - Be a homeowner or Club member, or a child or grandchild or other family member of a homeowner or Club member

4. **Drivers operating a golf cart with a Golf Cart License are subject to the following provisions:**

- May only drive a "slow" cart (maximum speed of 17 mph) with a capacity of no more than four (4) persons
- While driving, the license must be worn with the provided lanyard
- May only drive during daylight hours
- An Indemnification Agreement must be signed by the parent/relative

5. **Minors (i.e. under age 18) operating a golf cart under a valid State Motor Vehicle Operator's License are subjected to special restrictions:**
    - Persons 16 years and older may operate a golf cart if they possess a valid State motor vehicles license. They must carry their license with them at all times.
    - Age 16, may not drive a golf cart after 11:00 PM unless accompanied by an adult over 21.
    - Age 17, may not drive a golf cart after 1:00 AM unless accompanied by an adult over 21.
    - An Indemnification Agreement must by signed by the parent/relative.
6. **Minors operating a golf cart under the age of 16 without a license or permit.**
    - First Offense: Warning
    - Second Offense: Eligibility to obtain a permit or license suspended for 2 months
    - Third Offense: Eligibility to obtain a permit or license suspended indefinitely until 16 years old if they possess a valid State motor vehicle license.

C. Equipment Rules and Regulations

1. Gasoline powered golf or off road carts for personal use are not permitted.
2. The use of Knobby or Off-Road tires on golf carts are prohibited. This rule shall apply to newly registered golf carts or tires installed on previously registered golf carts after the effective date which is May 1, 2023. In no event shall knobby or off-road tires be used on or after January 1, 2028.
3. Golf Carts are required to have at least one working taillight (brake light).
4. Golf Carts must be registered with Public Safety which will provide a registration decal which must be prominently displayed on the cart.
    Red Decal for carts with a maximum speed of 18 MPH or more
    Blue Decal for carts with a maximum speed of 17 MPH or less
5. Public Safety must be notified in the event of sale or other transfer of ownership. Registration will be changed to the name of the new owner. Any Amtech (gate opener) must be removed or deactivated through the Welcome Center.

D. Operating Rules and Regulations

1. The number of persons riding in a cart is limited to the design capacity for that particular cart.
2. Children must **not** be carried in the laps of adults, especially in the lap of the driver.
3. Persons 16 years or older may operate a golf cart if they possess a valid State Motor Vehicle Operator's License.
4. When on the roadways of Ocean Reef, all carts will obey all traffic signs.
5. Golf cart use after sunset will be permitted only under the following conditions:
    - Driver must have a valid State Motor Vehicle Operator's License

- Cart must have headlights on
- 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 dark.

6. Drive the golf cart as you would a motor vehicle. Do not assume right of way. Obey all rules of the road.
7. Always merge into the car lane before making a left turn; never make a left turn from a cart lane. If there is a cart lane, always make a right turn from that cart lane – not from the car lane.
8. Make your passengers aware that you are making a left or right turn. Turns are the greatest cause of injuries because a passenger is not expecting the turn and has no ability to prepare. Similarly, rear-facing passengers can be ejected on starts unless they are given warning and are prepared.
9. Carts with a maximum speed of 17 MPH or less must use cart paths or designated cart lanes where available. If neither is available, such carts must travel on the extreme right side of the roadway. Carts with a maximum speed of 18 MPH or more may travel on either roadway or on a cart path or designated cart lane. Such carts shall travel at reduced speed on any such path or lane. Carts with a maximum speed of 25 MPH or more must be operated only on the roadways.

E. Cart Rental Restrictions and Requirements.

1. Any commercial enterprise (and its tenants, if appropriate) that is engaged in the rental of golf carts are required to register such carts with Public Safety, and in addition to all other rules set forth in the ORCA documents, required to equip all of its 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. 17 mph maximum speed capacity
   d. Rear Safety handle and footrest
   e. Comfort grip steering wheel
   f. Safety information decals (include list of operating rules)
   g. Rearview mirror (5 panels)
   h. Horn button
   i. Reverse alert
   j. Crush zone front suspension
   k. Handrails
2. 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.
3. 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 not necessarily be limited to the revocation of all cart rental privileges (temporarily and permanently), and imposition of claim for assessments, fines, costs or damages.
4. Rental carts may not be used on the golf courses.

F. Moke Vehicles

1. Parking Restrictions – Moke vehicles are prohibited from parking in designated golf cart spaces. Moke vehicles must park in areas designated for regular-sized vehicles.
2. Effective April 1, 2025, all Moke vehicles must be registered. Meeting this requirement can be accomplished by one of the following:
   a. Registering the Moke vehicle with a state and affixing the license tag to the Moke vehicle.
   b. Obtaining a registration decal from the Ocean Reef Public Safety Department and affixing the decals to the Moke vehicle.
3. All rental Moke vehicles that are leased for use in Ocean Reef shall be registered with the Public Safety Department.
4. If an ORCA-registered Moke vehicle is sold, transferred, or discarded, the Public Safety Department must be notified.
5. Moke operators shall possess a valid driver's license.

PART C

MISCELLANEOUS RULES AND REGULATIONS

October 21, 2026

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

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

2. **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. All persons arriving by boat must comply with the notice requirements set forth in PART F, General Marine Policies. If arriving by air, the resident must comply with the appropriate airport regulations (see Airport Regulations).

3. **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 (305-367-4992) or (305-367-2263) to provide the name of the guest, expected time and method of arrival (by land, air or sea) and the host's member number. Property Owners may also clear guests through the Secure Guest Clearance Section at www.orcareef.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 tenants, 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, has been deemed and/or registered as a Sexual Offender or Sexual Predator (in Florida as well as any other

jurisdiction) as defined in Article IX of the Articles of Incorporation, or upon the ORCA Board of Directors belief that the guest or invitee is likely to cause harm or damage to the community. If a person's access is prohibited or restricted, upon the request of the sponsoring member or contractor or business owner, the matter shall be presented to the Board of Directors for confirmation of such action. In which event the person and his or her sponsor shall have all notice and appeal rights set forth in the Association's Articles of Incorporation and Bylaws. Owners shall be responsible for any and all acts or omissions by their tenants, guests, invitees, and agents.

Specific Marina and Airstrip usage rules are available at the ORC Office and the ORCA 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 (305-367-4418) for details. All businesses, service suppliers and their employees must swipe their individual 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, 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.

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.

4. **Home Occupational License.** This process must be completed prior to the homeowner applying to Monroe County for this license.

5. **Children and Grandchildren.** Residents and members are responsible for supervision of their children, grandchildren and guests. ORCA prohibits anyone under the age of 18 years living at Ocean Reef without parental or appropriate guardian presence.

6. **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. Tank tops are not appropriate attire in public areas.

7. **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 ORCA Public Safety Communications Center in the fire station and help will be dispatched to handle your emergency situation.

8. **Evening Exercise.** Skaters, runners and bikers who use the cart paths and roads after dark are required to use reflective tape or similar equipment.

9. **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.

10. **Landscape Trimmers.** Landscape trimmers may only be electric. Companies may use the gas-powered hedgers only for hard cutting, once per year between May 15 and October 30.

11. **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 Review Committee will be allowed for use in the residential areas, Monday through Friday, 8:00 a.m. to 5:00 p.m.

12. **False Alarms.** It is the responsibility of the alarm user to prevent false alarms by use of appropriate mechanical, electrical, or other means.
    a. Definitions.
        i. Alarm user means the person or other entity that owns, possesses, controls, occupies, or manages any premises as defined below.
        ii. 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.
        iii. 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.
        iv. Premises means the building or structure or portion of a building or structure upon which is installed or maintained, an alarm system.
        v. Twelve month period begins with the first false alarm violation.

b. Required equipment in an alarm system. An alarm user shall not use an alarm system unless that alarm system is equipped with:
    i. 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
    ii. A device that automatically silences the alarm within fifteen (15) minutes after activation.
c. 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.
    i. 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).
        3. 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.
d. 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 or emailing notice to the alarm user.

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

14. **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 volumes or amount of parking within the property or surrounding area, and (c) conforms with the character of the surrounding residential area.

    a. 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.
    b. 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.
    c. 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.
    d. A designated vacation rental manager, who may be the owner, is required before a property can be rented. The vacation rental manager shall be:

i. the designated contact for responding to complaints made by neighbors against vacation rental tenants; and
ii. responsible for maintaining the guest register, leases, and official complaint response records for a vacation rental unit as required by this section.
    1. 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.
    2. 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.

e. All leases by Members, whether in writing or oral, must include the following provisions, and if they do not, shall be deemed to include the following provisions:
    i. 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.
    ii. 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.
    iii. Prospective individuals intending to occupy a residence for more than 59 days must apply for approval of the ORCA Board as a tenant.

f. 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.

g. Homeowners shall not supply their renter with Amtech devices (Front Gate openers).

h. 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.
i. 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.
j. 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.
k. All trash and debris on the vacation rental property must be kept in covered trash containers behind a fence or other screening. 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.
l. The rules of conduct shall be posted in a conspicuous location in each vacation rental unit.
m. 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 of the ORCA Board at which the complaint will be reviewed and a resolution proposed.
n. 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.
o. 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.

15. **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.

16. **Noise Regulation.**
In the event excessive or disturbing noise is observed or is reported by a neighbor, a Public Safety officer will visit the site and remind the Property Owner or occupant that maintaining peace and quiet enjoyment is important within the Ocean Reef community. Further, the officer will remind the Property Owner or occupant that a continuing or future violation will subject the Property Owner to fine of $100 per day up to a limit of One-Hundred Thousand Dollars ($100,000).

Accordingly, if Public Safety has to return to the site the same day or some future day because there is excessive or disturbing noise, the officer may cite the Property Owner for the above-referenced fine.

17. **Maintenance, Service & Construction Work Periods.**
    November 1 to May 14
    Handheld rotary hammers, hammer drills, chipping hammers, and similar handheld impact tools are permitted on Wednesdays only from 10 AM to 2 PM. Utility trenching may be permitted on a strictly limited basis, subject to prior written approval by ORCA staff or the Architectural Review Committee. All requests must be submitted in writing and must include scope, location, timing, and the reason that the work cannot reasonably be performed during the off-season. Auger pile drilling for foundations is permitted. Rock removal, drilling, chipping, jack hammering, pile driving, or similar disruptive construction activities are prohibited during this period, except as specifically allowed above.

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

    No work is permitted on Sundays or the following legal holidays: New Year's Day; Good Friday, Saturday and Easter Sunday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day. The Christmas holiday work schedule will be established by the ORCA Board, no later than October 31st 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.

18. **The ORCA Board.** The Board generally meets monthly from October through May and bi-monthly during the summer months. Date, time and location are posted prior to each meeting. 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.

19. **Pets.**
    a. Definitions:
        i. Pet: A pet is any domesticated animal, primarily dogs and cats, allowed in the community.
        ii. Dangerous or Aggressive Behavior: Any action by a pet that includes growling, lunging, snapping, biting, attacking, menacing behavior, or any conduct that creates a reasonable fear of injury to a person or another animal. Additional factors may include the following:
            1. Has bitten or attacked a person or another pet.
            2. Has exhibited repeated aggressive behavior.
            3. Has been formally designated by Animal Control as dangerous.
            4. Has determined by the Ocean Reef Community Association, or its duly constituted Committee, or the Ocean Reef Club to present a safety risk.

    b. Residents may maintain one or more pets within the Ocean Reef community subject to the prohibitions and restrictions set forth in this paragraph and in the community documents for any sub-association within Ocean Reef.

c. Owners are responsible for their pets at all times.
d. Certain pets are prohibited, namely: (i) pit bull dogs and aggressive breed dogs (as defined below), and (ii) other pets (specifically including snakes, invasive species, and specifically including aggressive dogs of whatever breed) who have been or are likely to be threatening or menacing to other residents. No such animal shall be brought into or maintained within the Ocean Reef community. Each day a resident does so shall constitute a separate violation of these rules. The Board may assess such fines (not to exceed $100,000 in the aggregate) and may impose such other sanctions available to it under the association's bylaws and under applicable Florida laws.
e. Leash Requirement: Dogs, when beyond their owner's property, must be kept on a leash. Dogs must not be left unattended even if on their owner's property and even if ostensibly restrained by an invisible fence.
f. Waste Removal: Pet owners are required to immediately clean up after their pets and dispose of their pet waste in an appropriate trash receptical.
g. The golf courses are not walking area for pets. Owners are encouraged to utilize the Dog Park located on Barracuda Lane.
h. Noise & Nuisance Control: Pets may not create excessive noise, including persistent barking, howling, or aggressive behavior. Barking dogs that disturb the peace and tranquility of the community in general and of its neighbors in particular will not be tolerated, and owner(s) can be subject to fines in accordance with established fines under Part A Schedule of Monetary Fines and Other Sanctions.
i. "Pit Bull" is defined and identified as follows:
   Definition and identification of a pit bull dog.
   i. The term "pit bull dog" as used within this rule 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
      2. Substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers.
   ii. 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.
   iii. 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 rule.
   iv. 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.
j. Aggressive or Dangerous Pets: To help ensure a safe and welcoming environment for all members, guests, and other pets, all animals must always display non-aggressive behavior. All incidents involving animal aggression that pose a safety risk may result in the removal of the animal from the Ocean Reef community.
k. Visiting Pets: Visiting pets must comply with all community pet rules. Members are responsible for their guests' pets.

20. **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).

21. **Public Assist.** Three public assist calls in a twelve (12) month period will be permitted 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.

22. **Firearms and Weapons Prohibited Policy.** 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 legally and lawfully own a firearm and may carry a concealed firearm within the State of Florida or any other state.

    The only exception to this rule will be duly sworn law enforcement officers who 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 or a gel 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, billie, tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or pocketknife.

23. **Signs.** No sign, advertisement, notice, or other lettering shall be exhibited, displayed, or affixed upon any property seen from the common areas unless permission is granted by ORCA, except in accordance with the Architectural Regulations. This rule includes political signs, banners, and flags, which are strictly prohibited. Notwithstanding the foregoing, a homeowner may display not more than two flags, neither exceeding 4.5 feet x 6 feet, of a type specified in Florida Statutes 720.304(2).

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

25. **Drones.**
    a. 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.

b. 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.
c. 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.
d. 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 violated such person's reasonable expectation of privacy or any purpose otherwise prohibited by law.

PART D

COMMUNITY PARKS

June 28, 2023

GREENBERG PARK

Background

In 2021, Hank and Corinne Greenberg donated to the Ocean Reef Foundation nearly two acres of land comprised of two vacant bayfront lots to be designated as a community park. The park, now named Greenberg Park, serves as a site for community members to enjoy the native landscapes, the tranquil shoreline, sandy pathways, and shaded views provided by the gazebo.

Park Hours

Greenberg Park will be open from Sunrise to Sunset. Evening use is prohibited.

Code of Conduct

Greenberg Park offers a place dedicated to the members for their enjoyment. Adhering to standards of conduct is thereby a requirement where all posted and published rules shall be followed. Each member is responsible for the conduct of children or dependent adults in your care and appropriate dress attire is required. Be considerate of fellow members and avoid conduct that can be interpreted as disturbing to others.

Contacts

Please contact the ORCA office at (305) 367-3067 to report any concerns or for general information.

Rules and Regulations

Cart Parking. Cart parking is available and permitted in designated spaces.

Drinks. Champagne or wine may be passed for an event, but a full bar is prohibited.

Food. There is no food allowed on the property at any time.

Landscaping. Do not step in any of the landscape beds, including the native hammock.

Lighting. Any and all lighting at the park shall be determined in consultation with all four adjoining neighbors.

Music. Loud music, bands, orchestras, sound producing instruments to include pianos are prohibited.

Noise. Efforts to control excessive noise shall be made by all members using the park. There shall be no loud, unnecessary, or unusual noise that would affect the public peace. As such, electronic devices to include speakers or musical instruments that produce or reproduce sounds in such a manner as to disturb the peace, quiet, and comfort of the neighbors are prohibited.

Quiet music that does not disrupt the peace or neighbors is permitted during approved ceremonies.

Other Prohibited Acts. The use of all fireworks, fire candles, bonfires, drones, and all forms of confetti to include powder cannons is strictly prohibited.

Parking. Other than service vehicles on official business at Greenberg Park, no parking is allowed or available for standard vehicles.

Permits. All events require a permit. Only ORCA or Ocean Reef Club Members may request a reservation at Greenberg Park. In addition to the permit, a $1,000 deposit is required. Liability for any damage(s) to the park is not limited to the $1,000 and is the responsibility of the member reserving the park.

Pets. Pets are not allowed on the property at any time.

Signs. No signs shall be posted without prior approval. In instances of an event or ceremony, a sign marked "Park Closed for a Private Event" shall be posted. Signs posted for ceremonies shall be removed immediately, following the event.

Smoking. No smoking whatsoever or use of tobacco products (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) is permitted in any part of the park.

Structures and Chairs. No additional permanent or temporary structures are allowed, including platforms, bars, and stages. Any equipment used for ceremonies including chairs, shall be removed immediately, without delay following the event.

Vehicles and Other Transportation Devices. Vehicles, carts, bicycles, skateboards, or other wheeled scooters except manual or power wheelchairs or electric scooters used to aid individuals with disabilities, are prohibited inside the park.

Water Access. Water access is restricted to limited activities such as fly-casting.

Wildlife. Due to our environment and our shared space with wildlife, feeding wildlife in or around the park, to include our waterways, is strictly prohibited.

SUNRISE CAY PASSIVE PARK

Background

Ocean Reef Members had discussed developing the conservation area in Sunrise Cay located within the boundaries of Sunrise Cay Drive on the south and South Pelican Drive on the north. The idea was to create a passive park with member suggestions that could put the area to use, while preserving the natural beauty and habitat of known species that inhabit this area. As such, almost four and a half acres of land was developed and designated as a passive community park. The park, now named Sunrise Cay Passive Park, serves as a site for community members to enjoy the native landscapes that can be seen up close and personal through its nature trail, native plants that are marked with tags identifying their name, a practice casting area, a butterfly garden, and osprey platforms.

Park Hours

Sunrise Cay Passive Park will be open from Sunrise to Sunset. Evening events are prohibited.

Code of Conduct

Sunrise Cay Passive Park offers a place dedicated to the members for their enjoyment. Adhering to standards of conduct is thereby a requirement where all posted and published rules shall be followed. Each member is responsible for the conduct of children or dependent adults in your care and appropriate dress attire is required. Being considerate and polite of fellow members and avoid conduct that can be interpreted as harassment or disturbing to others.

Contact

Please contact the ORCA office at (305) 367-3067 to report any concerns or for general information.

Rules and Regulations

Cart Parking. Cart parking is available and permitted in designated spaces.

Drinks. Champagne or wine may be passed, but a full bar is prohibited.

Food. There is no food allowed on the property at any time.

Landscaping. Do not step in any of the landscape beds to include the native hammock and use the cleared trail.

Lighting. All lighting at the park shall be determined in consultation with adjoining neighbors.

Music. Loud music, bands, orchestras, sound producing instruments to include pianos are prohibited.

Noise. All efforts to control excessive loud noise or sounds shall be made by all members attending the park. There shall be no loud, excessive, unnecessary, or unusual noise that would affect the public peace. As such, no electronic devised to include speakers or musical instruments that produce or reproduce sounds in such a manner as to disturb the peace, quiet, and comfort of the neighboring members, is prohibited.

Quiet music that does not disrupt the peace or neighboring members is permitted during approved ceremonies.

Other Prohibited Acts. The use of all fireworks, fire candles, bonfires, drones, and all forms of confetti to include powder cannons are strictly prohibited.

Parking. Other than service vehicles on official business or golf carts in designated cart parking areas at Sunrise Cay Passive Park, no parking is allowed or available for standard vehicles.

Permits. All events require a permit. Only ORCA or Ocean Reef Club Members may request a reservation at Sunrise Cay Passive Park. In addition to the permit, a $1,000 deposit is required. Liability for any damage(s) to the park is not limited to the $1,000 and is the responsibility of the member reserving the park.

Pets. Pets must always be kept on a leash and droppings must be removed by the owner. Barking dogs that disturb the peace and tranquility of the Community shall not be tolerated.

Signs. No signs shall be posted without prior approval.

Smoking. No smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) is permitted in any part of the park.

Structures and Chairs. No additional permanent or temporary structures are allowed to include platforms, bars, and stages. Any equipment used for ceremonies to include chairs, shall me removed immediately, without delay following the event.

Vehicles and Other Transportation Devices. No vehicles, carts, bicycles, skateboards, or other mobility devices are allowed inside the park. Mobility devices used by individuals with impairment of movement for the purpose of locomotion is allowed.

Wildlife. Due to our environment and our shared space with wildlife, feeding wildlife in or around the park, to include our waterways is strictly prohibited.

PART E

VEHICLE RULES AND REGULATIONS

(SEE PART B FOR GOLF CARTS & MOKE VEHICLES)

Date of Last Revision: August 21, 2024

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

1. Bicycles
2. E-Bikes
3. Boat Trailers
4. Delivery Vehicles
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.

E-Bikes

1. The State of Florida defines electric bicycles (e-bikes) as a bicycle or a tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts.
2. Only Class 1 and Class 2 e-bikes will be permitted to operate throughout the Ocean Reef Community and shall not exceed 20 miles per hour.
3. All e-bikes are required to be registered with the Ocean Reef Public Safety Department or at the Welcome Center and be issued a decal that will be affixed to the frame of the e-bike prior to use throughout the community.
4. As required by law, all e-bikes shall display a label that is permanently affixed in a prominent location that contains the classification number, top assisted speed, and motor wattage.
5. E-bikes shall have a functional headlight, taillight, and reflectors when ridden at night.
6. E-bike riders must be a minimum of 14 years old to operate an e-bike.
7. An operator of an e-bike is required to obey all traffic laws, including traffic signals and traffic control devices.

8. An e-bike may not be used to transport more riders at one time than the number for which it is designated or equipped. An e-bike operator may not tow or ride any other person or item by means of a coaster at any time.
9. DOT approved helmets are required for all e-bike riders that are under the age of 16 years old.
10. A person riding an e-bike upon and along a roadway, cart path, and along a crosswalk, shall yield the right-of-way to any pedestrian and golf cart operator and ride in the designated direction of travel.
11. E-bike riders shall not exceed 17 MPH when using the golf cart paths. While on the roadway, e-bikes must travel on the far-right of the lane to ensure that they do not obstruct the flow of vehicular traffic.

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 trailer parking in a residential area is permissible if not visible from the parcel's frontage or an adjacent parcel, an adjacent common area, or golf courses. Boat trailers may be parked in designated parking areas.

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 mopeds, scooters and golf carts operated on the Ocean Reef premises. All persons are required to take advantage of this service. There is also a voluntary registration service for bicycles. 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.

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 8:00 am and 9:00 pm.

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, not to exceed 80 decibels.

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.

7. All mopeds or scooters must 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 motorcycles, 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. Riders must be a minimum of 14 years old to operate a Go-Ped. Riders under the age of 16 are required to wear safety helmets. 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 and rules. Members are responsible for their guests' compliance.

2. 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 their sponsor's membership may be jeopardized.

Recreational Vehicles And Campers

1. RVs, campers and similar vehicle overnight parking in a residential area is only permissible if not visible from the parcel's frontage or an adjacent parcel, an adjacent common area, or golf courses. RV, camper, and similar vehicles may only be parked in designated parking areas. Such arrangements can be made with the Club at their discretion.

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 (except in areas where a lower limit is posted) 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. ORCA Public Safety Department will write tickets for violations of the traffic laws. These violations may result in loss of driving privileges for a period of time governed by ORCA policy or by ORCA Board action.

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, as defined in Florida Statute 320.02(25), in the residential areas of Ocean Reef is not permitted.

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.

PART F

GENERAL MARINE POLICIES

June 28, 2023

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 "Minimum Wake, Slow Speed." 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 and HOA 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 "Minimum Wake, Slow Speed" restriction. 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 must provide ORCA Public Safety 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 twelve (12) must wear a Personal Floatation Device at all times and must be accompanied by an adult when using kayaks, paddleboards or other non-motorized watercraft in Ocean Reef Waterways. In accordance with Florida Statutes, no person under age fourteen (14) may operate a motorized personal watercraft. All operators of a PWC must wear a PFD at all times.

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 FKEC power outage.

15. Disturbing noises, excessive bright lights or other lights that interfere with the rights, comfort or conveniences of others are not allowed.

16. The boat lifts on Ocean Reef canals can be very dangerous when the boat is off the lift because the lifts are often very difficult to see. Accordingly, owners are encouraged to affix highly visible warning shapes of red with a contrasting color to the ends of all lifts that are above water.

17. Vessels entering the Ocean Reef community via any of the channels, with the intent of mooring or docking, must comply with these reporting requirements.

a. During daylight hours: Any vessel owned or operated by an ORCA member may proceed to its mooring. Any vessel intending to use a marina slip managed by ORC must report to the Dockmaster's Office. The occupants of all other vessels (whether guests, ORC social members or whomever) must comply with the admission polices set forth in Paragraphs 2 and 3 of PART C of the Rules.
b. During nighttime hours: All vessels (regardless of whomever is aboard) shall report its arrival to ORCA Public Safety via VHF channel 74.

18. Main Marina and Dock Area Rules

a. 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.

b. No bicycle and/or electric cart riding permitted on the piers.

c. Fish cleaning on the piers is not permitted. Use fish cleaning stations provided in the marina area.

19. Pump Out Policy

a. 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.

b. Pump out facilities are free and pump outs are mandatory for extended stays beyond seven days, or at holding tank capacity, unless the vessel has a USCG Approved Waste Treatment Device for all operable heads.

c. 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.

PART G

BUILDING REGULATIONS AND RESTRICTIONS

November 16, 2022

This fifty plus-page document may be found on the ORCA website:
<orcareef.com> <contractors> <building regulations and restrictions>