

**BY-LAWS OF KEY LARGO OCEAN RESORT
CONDOMINIUM ASSOCIATION, INC.**

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

1. **Identity.** These are the By-Laws of KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit Incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 The principal office of the Association shall be at 94825 Overseas Highway, Key Largo, Florida 33037, or such other place as may be subsequently designated by the Board of Directors.
 - 1.2 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. **Definitions.** For convenience, these By-Laws shall be referred to as the ("By-Laws") and the Articles of Incorporation of the Association as the ("Articles"). The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration for Key Largo Ocean Resort Condominium, unless herein provided to the contrary, or unless the context otherwise requires. Any reference herein to the Condominium Act shall mean the Condominium Act as amended from time to time, and in the event of any conflict between the terms hereof and the terms of the Condominium Act, the terms of the Condominium Act shall control.

3. **Meetings.**
 - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the 1st Tuesday of February of each year or such other date determined by the Board of Directors, at the place and at the time determined by the Board of Directors from time to time (but in all cases within forty-five (45) miles of the Condominium), provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of February following the year in which the Declaration is filed.

 - 3.2 **Special Meetings.** Special members' meetings shall be held at such place as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from two-thirds (2/3) of all members of the Association unless otherwise required by law. The business conducted at a special meeting shall be limited to that stated in the notice of the

meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Condominium Act.

- 3.3 **Participation by Unit Owners.** Subject to reasonable restrictions as may be adopted from time to time by the Board of Directors, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items.
- 3.4 **Notice of Meeting; Waiver of Notice.** Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the condominium Property. Notices of the meetings of members shall be hand delivered or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of such meeting. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice for either special or annual meetings, which notice shall include an agenda, shall be mailed or delivered not less than fourteen (14) days, nor more than forty-five (45) days, prior to the date of the meeting unless otherwise required by law. Further, the notice for the meetings shall be posted in a conspicuous place at the Condominium for fourteen (14) continuous days preceding the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and the Condominium Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

- 3.5 **Quorum.** A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast a majority of the votes of members.
- 3.6 **Voting.**
- (a) **Number of Votes.** The Owners of Units shall be entitled to cast one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.
- (b) **Majority Vote.** The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum has been attained

shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws.

- (c) **Voting Member.** If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, partnership, trust, limited liability company or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer for a corporation, by the general partner for a partnership, by a trustee for a trust, or by a member or manager of a limited liability company and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed. The Association shall be entitled to rely on any certificate on file and shall not be required to look outside the document to confirm the validity of any signatures thereon or compliance with any applicable corporate procedures which may or may not have been followed. The Association shall be entitled to assume the authority and enforceability of any certificate on file and the signor of any such certificate shall be deemed to have the authority to bind the respective corporate entity.
- 3.7 **Proxies.** Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as may be permitted by the Condominium Act, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. No voting interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies shall be permitted for votes taken to: waive or reduce reserves; waive financial reporting requirements; amend the Declaration, Articles or By-Laws; or for any other matter requiring or permitting a vote of Unit Owners. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.** No proxy, limited or general,

may be used in the election of Board members, unless permitted by the Condominium Act. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place.

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

- (k) New business;
- (l) Adjournment.

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

- 3.10 **Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for the duration specified in the Condominium Act.

4. **Directors.**

- 4.1 **Membership.** Except as otherwise provided in the Articles, the affairs of the Association shall be governed by a Board of not less than five (5) Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership, provided that the Board shall always consist of an odd number of Directors. Upon approval of a majority of the total voting interests, the Directors' terms shall be staggered as follows: three (3) Directors shall each serve for a two (2)-year term, and two (2) Directors shall each serve for a one (1)-year term. Directors may not vote at Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

- 4.2 **Election of Directors.** Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Unless otherwise provided in the Condominium Act, at least sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice of his or her intent to be a candidate to the Association at least forty (40) days prior to the scheduled election. Not less than fourteen (14) days and no more than thirty-four (34) days before the election, the Association shall mail or deliver a second notice of the election meeting to all Unit Owners entitled to vote, together with an agenda and a ballot that lists all candidates. The election of Directors shall be by written ballot or voting machine. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 4.2, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board.

All Directors elected or appointed to the Board shall comply with any certification requirements contained in the Condominium Act.

4.3 **Vacancies and Removal.**

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors at any Board meeting.
- (b) Any Director elected by the members may be removed by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose by ten percent (10%) of the voting interests or by written agreement signed by a majority of all such members' voting interests. The vacancy in the Board of Directors so created shall be filled in accordance with the procedures specified in the Condominium Act.
- (c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association in accordance with the procedures specified in the Condominium Act.
- (d) A Director or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.
- (e) A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. While such Director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or officer. However, if the charges are resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term of office, if any.

4.4 **Term.** Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

4.5 **Organizational Meeting.** The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The Directors calling the organizational meeting shall give at least two (2) days advance notice thereof, stating the time and place of the meeting, and shall conspicuously post notice of the meeting for forty-eight (48) continuous hours preceding the meeting.

4.6 **Meetings.** Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail,

telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting.

Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners except as otherwise provided in the Condominium Act.

The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. If twenty percent (20%) of the voting interests petition the Board 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 sixty (60) days after the receipt of the petition, place the item on the agenda. Any item not included on the notice of meeting may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed or delivered to all Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Notice of any meeting in which regular or special assessments against Unit Owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessments. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one third (1/3) of the Directors or where required by the Condominium Act.

- 4.7 **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 **Quorum.** A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

- 4.9 **Adjourned Meetings.** If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder.
- 4.10 **Written Approval of Minutes.** The written approval of a Director of the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such approval shall not allow the applicable Director to be counted as being present for purposes of quorum and shall not be used as a vote for or against action taken at such meeting.
- 4.11 **Presiding Officer.** The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.12 **Committees.** The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 4.13 **Attendance by Telephone Conference.** If any of the Board or Committee members meet by telephone conference, those Board or Committee members may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those members may be heard by the Board or Committee members attending in person as well as by any Unit Owners present at a meeting.

5. **Authority of the Board.**

- 5.1 **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners or which require the approval of the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members so long as the Board has the obtained the approval by vote or written consent of seventy-five percent (75%) of the voting interests; provided, however, that approval of the voting interests shall not be required for the Board to purchase or otherwise acquire title to Units or other property in connection with the foreclosure of an Association lien or by deed in lieu of foreclosure as provided below. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
 - (b) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales or

conveyed by deed in lieu of foreclosure, all in the name of the Association, or its designee.

- (c) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (d) Charging, assessing and collecting fees, charges, assessments and reserves and enforcing the collection of same according to the terms of the Declaration of Condominium and the Condominium Act. Unit Owners shall be assessed no less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.
- (e) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements or Association Property or the acquisition of real property, and granting security interests in assessments or Association owned property, all in accordance with Florida law and the restrictions established in the Declaration of Condominium.
- (f) Contracting for the management and maintenance of the Condominium and Association Property and for such services as the Unit Owners may request or the Association may deem appropriate and authorizing a management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The term of any contracts for services shall not exceed five (5) years, provided that such contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (g) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Condominium Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not-for-profit.

6. **Officers.**

- 6.1 **Executive Officers.** The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (all of whom shall be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of two-thirds (2/3) of the Directors present at a meeting. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an

instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

- 6.2 **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 **Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an Association and as may be required by the Directors or the President.
- 6.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. **Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the provision of a service to the Association.
8. **Resignations.** Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer shall constitute a written resignation of such Director or officer.
9. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise designated in the discretion of the Board of Directors.

9.2 **Budget.**

- (a) **Adoption by Board; Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association (which shall detail all accounts and items of expense and contain at least all items required by the Condominium Act), determine the amount of Assessments payable by the Unit Owners to meet the expenses of the Association and allocate and assess such expenses against the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Any vote to waive or reduce reserves shall be effective for only one (1) annual budget and a new vote shall be taken each fiscal year that a waiver or reduction shall apply to the current budget. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

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

- (i) **Notice of Meeting.** A copy of the proposed budget of Common Expenses shall be mailed or hand delivered to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.
- (ii) **Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners received within twenty-one (21) days after adoption of the budget, a special meeting of the Unit Owners shall be held within sixty (60) days after adoption of the budget. Each Unit Owner shall receive, at least fourteen (14) days prior to such special meeting, notice of said meeting hand delivered to each Unit Owner or mailed to each Unit Owner at the address last furnished to the Association. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget

shall require a vote of Owners of not less than 50% of all the Units. If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(iii) **Determination of Budget Amount.** In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(b) **Adoption by Membership.** In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Section 9.2.(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.3 **Assessments.** Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.2 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.4 **Special Assessments.** Special Assessments may be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected

pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

- 9.5 **Depository.** The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.
- 9.6 **Late Charges and Acceleration of Installments Upon Default.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association may charge an administrative late fee in an amount not to exceed the highest amount provided for in the Condominium Act (as it may be amended from time to time) on Assessments and installments thereof not paid when due. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after a claim of lien is filed and forty-five (45) days' prior written notice has been provided to the applicable Owner, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated and such amount shall thereupon be immediately due and payable.
- 9.7 **Fidelity Bonds.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum of funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but it is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding.
- 9.8 **Accounting Records and Reports.** The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to: (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner either (a) a complete financial report of actual receipts and expenditures for the previous fiscal year; or (b) a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles, unless the Division

adopts alternate standards, in which case such standards shall be followed; or (c) such other financial report as may be required by Section 718.111(13) of the Florida Statutes for the previous fiscal year. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.

- 9.9 **Application of Payment.** All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.
- 9.10 **Notice of Meetings.** Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.
10. **Roster of Unit Owners.** Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence as provided above of their interest and shall waive in writing notice of such meeting.
11. **Parliamentary Rules.** Except when specifically or impliedly waived by the chairman of a meeting (either of members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration, the Articles or these By-Laws; provided, however,

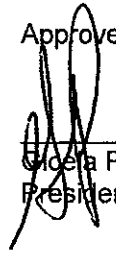
that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

12. **Amendments.** Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
 - 12.1 **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 12.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than ten percent (10%) of all the voting interests of the Association. The approval must be by not less than (a) seventy-five percent (75%) of the entire membership of the Board; and (b) fifty-one percent (51%) of the votes of all voting interests of the Association.
 - 12.3 **Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance. Any consent required of mortgagees of Units shall not be unreasonably withheld. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Subsection 12.3 shall be valid.
 - 12.4 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of this County with an identification on the first page of the amendment of the Records Book and Page of said Public Records where the Declaration is recorded.
13. **Official Records.** The official records of the Association shall be maintained in the Association's office or such other location within the state as designated by the Board of Directors in accordance with the requirements of the Condominium Act. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times in accordance with the requirements of the Condominium Act. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying.
14. **Disputes.** Without limiting any other remedies which may be available in law or equity, those disputes which are governed by mandatory non-binding arbitration proceedings as specified in Section 718.1255, Florida Statutes shall be governed by the procedures set forth therein.
15. **Construction.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

16. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
17. **Limited Power to Convey.** The Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
18. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units to applicable fire and life safety code.

The foregoing was adopted as the By-Laws of Key Largo Ocean Resort Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, as of this 25th day of JANUARY, 2013.

Approved:



Cicely Pino
President

H:\LIBRARY\CASES\5820\2120005\2RR5532.DOC

Doc# 1918183
Bk# 2611 Pg# 748

Exhibit "F"
Rules and Regulations

Doc# 1918183
Bk# 2611 Pg# 749

Rules and Regulations

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units and provided these Rules and Regulations shall not be used to permit or sanction unlawful discrimination or other violation of laws, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

A. Occupancy Restrictions.

1. **Permitted Occupants.** Each Unit shall be used only for the construction, maintenance, repair and replacement of a Residence, which Residence shall be used only by the Unit Owner, members of his family and social guests, except as otherwise expressly provided herein, and in accordance with all applicable county and state codes, ordinances and regulations. A Unit owned or leased under an approved lease by an individual, corporation, partnership, limited liability company, trust or other fiduciary or entity may only be occupied by the following persons, and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner or lessee; (ii) an officer, director, stockholder, employee or designee of a corporation; (iii) a partner, employee or designee of a partnership; (iv) the fiduciary or beneficiary of a trust; (v) the manager or managing member of a limited liability company; or (vi) the duly appointed designee of any other entity. Under no circumstances may more than one (1) family reside in a Residence at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Residence by persons in addition to those set forth above.

2. **Notice.** If a Unit is owned or leased by a corporation, partnership, trust or other fiduciary or entity, the individual permitted occupant of the Residence constructed thereon and their family members, as defined in this Section, shall be designated in writing to the Board of Directors prior to occupancy of any such Residence. Thereafter, only the individual permitted occupant of such Residence and their designated family members may occupy the Residence. In order to change the permitted occupant and the designated family members, the corporate or entity owner of the Unit must redesignate the permitted occupant and their family members in writing to the Board of Directors. Such re-designation shall only be permitted twelve (12) times in a single year. In the event the Unit Owner is a corporation, the Unit may be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the Board of Directors of the Association. A Unit shall not be leased for a term of less than one (1) month. If such Unit is leased, the Unit Owner shall be subject to the lease restrictions in the Declaration. In no event shall a Unit be leased until construction of a Residence has been completed thereon and the Unit Owner has received a certificate of occupancy from the applicable governing authority for such Residence. In all cases, the party leasing the Residence shall also lease the Unit,

and such requirement shall be noted in the lease documents.

3. Definitions. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting in the Residence together with the Owner or permitted occupant thereof. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Residence. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Residence for more than one (1) month without the Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of the Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Declaration which apply to lessees. The purpose of this Paragraph is to prohibit the circumvention of the provisions and intent of this Section requiring the Association's approval of all lessees.

4. Children. Children shall be permitted to be occupants of Residences. Children shall be the direct responsibility of their parents or legal guardians who must supervise them and assure that their respective children shall comply with the rules, regulations and restrictions of the Association while they are within the Condominium Property. All children under twelve (12) years of age shall be accompanied by a responsible adult when entering and/or utilizing the recreational facilities and Marina.

5. Pet Restrictions. No Owner or occupant of a Residence, including lessees and guests, shall be permitted to maintain any animals in their Residence or Unit or on the Condominium Property except as provided herein. Each Owner or occupant of a Residence (regardless of the number of joint owners or occupants) may maintain two (2) household pets in his/her Unit, to be limited to dogs (not exceeding fifty (50) pounds) and/or cats, provided each such dog and/or cat (i) has been registered with the Association, (ii) is not kept, bred or maintained for any commercial purposes, (iii) does not become a nuisance or annoyance to neighbors, and (iv) is not a pit bull or other breed considered to be dangerous by the Association; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such violation shall fully indemnify and hold harmless the Board, each Unit Owner and the Association in such regard. Each Owner or occupant who is permitted to maintain a properly registered dog or cat shall comply with all of the Monroe County registration and vaccination requirements and such additional restrictions as are set forth in this Paragraph governing pets. Any dog or cat that has been properly registered may be replaced upon their death or removal from the Residence. No reptiles or other wildlife shall be kept in or on the Condominium Property (including in Residences). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets must be kept on a leash no more than six (6) feet in length at all times when outside the Residence, unless the Unit contains a fenced area in which case the pet may remain off the leash in the fenced area. No pets may be kept outside

of the Residence when the Owner is not present, even if the Unit contains a fenced area. Violations of the provisions of this Paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Condominium Property. This Paragraph shall not prohibit the keeping of fish or a caged household-type bird(s) in a Residence, provided that a bird(s) is not kept outside of the Residence and does not become a nuisance or annoyance to neighbors. Further this Paragraph shall not prohibit a Unit Owner from keeping a service/support animal, provided the Unit Owner is disabled, as that term is defined by federal law, and that the animal is a reasonable or necessary accommodation to his/her disability. Proof of disability must come in the form of a detailed statement from a medical doctor explaining (1) the disability of the Unit Owner and (2) the nature of the life function of the pet which is necessary to assist the Unit Owner with the disability.

B. Use Restrictions. The Unit Owner shall not permit or suffer anything to be done or kept in or on his Unit which will increase the rate of insurance on the Condominium Property or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

1. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be permitted. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. All garbage and refuse shall be deposited in plastic bags or containers intended for such purposes at such times and in such manner and at such locations as the Board of Directors shall direct. Hazardous or flammable materials shall not be kept in any storage facilities located within the Condominium, if any. Landscape and plant debris shall be tied in bundles no longer than three (3) feet or contained in plastic bags. Units shall be kept free of landscape debris and other rubbish, refuse, or garbage that could provide a haven for rodents, insects or other animals. If any such condition is violated and not corrected within fifteen (15) days of written notice, the Association shall have the right to clean up such area as necessary and the Unit Owner shall be billed the associated costs. Additional charges may be billed according to services provided.

2. Toxic or Noxious Matter. No person shall discharge into the property's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, or welfare; violate any law; subject any Owner or occupant to liability under state and federal law for any clean-up; or cause injury or damage to neighboring property or businesses.

3. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party violating any such provisions.

4. Noise. No Owner shall make or permit any disturbing noises in the Condominium by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, sound amplifier or other electronic equipment in a Unit in such a manner as to disturb or annoy other residents.

5. No Commercial Uses. In order to preserve the residential character of the Condominium, no business, trade or profession of any type shall be operated from within any Residence or Unit. Notwithstanding the foregoing, residents shall not be restricted from utilizing home computers, fax machines and telephones for personal or business use, provided such practice does not violate the residential character of the Condominium.

6. Common Elements. No person shall use the Common Elements, or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association. No Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

7. Access and Use. The rights of access and use established with respect to the Condominium Property shall be subject to security checks and restrictions. In the event the Association hires security personnel, such personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing such rights to the satisfaction of the security personnel may be required to leave the Condominium Property. Unless specifically authorized by the Board, no solicitation for any cause, charity or any other purpose shall be permitted on the Condominium Property.

8. Condominium Property. No carts, bicycles, carriages, garbage cans, equipment, supplies or any other objects shall be stored or kept in or on the Common Elements. The personal property of Owners must be stored in or on their respective Units in accordance with the requirements of the Building Restrictions.

9. Storage on Balconies/Terraces. No equipment, materials or other items shall be kept or stored on any balcony or terrace area of the

Condominium, including, but not limited to, towels, clothing, plants, pots, receptacles, bicycles and other movable objects. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, balconies or terrace areas. Cigars, cigarettes and other objects shall not be thrown or allowed to fall from windows, doors, balconies or terrace areas. No sweepings or other substances shall be permitted to escape to the exterior of any building from windows, doors, balconies or terrace areas. The foregoing shall not prevent, however, placing and using patio-type furniture, and other items in such areas if same are normally and customarily used for a residential balcony or terrace area, and in accordance with Article XI of the Declaration.

10. Clotheslines. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property.

11. Signs, Advertisements and Notices. No Unit Owner shall show signs, advertisements, or notices of any type on the Common Elements or in or on his Unit or within his Residence which said signs, advertisements, or notices are visible from the exterior of the Unit without the prior written consent of the Association.

12. Hurricane Preparation. An Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit and Residence should the Unit and/or Residence suffer hurricane damage and furnishing the Association with the name(s) of such firm(s) or individual(s).

13. Drainage. There shall be no interference with the established drainage pattern over the property unless an adequate alternative provision is made for proper drainage with the prior written approval of the Association. Each Owner shall have the duty and obligation to maintain the drainage situated within its Unit and used exclusively by a Unit and keep such areas free of debris and any other material which may impede the flow of water and to clean such drainage as may be necessary. No Owner shall dispose of any hazardous materials in any drains. If such Owner fails to maintain such drainage and, as a result, imminent danger or damage to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the Association shall use reasonable care so as to not cause any damage to such areas. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris.

14. Parking. Owners' automobiles and watercraft (and their associated trailers) shall be parked within their Units as provided in the Building Restrictions. No vehicles of any nature shall be parked on any portion of the Condominium Property except on a surfaced parking space as shown on plans approved by the Association. No vehicle which cannot operate on its own power

shall remain on the Condominium Property for more than forty-eight (48) hours. No maintenance or repair of vehicles shall be made on the Condominium Property. No commercial vehicles, recreational vehicles (RVs), limousines, motor homes, boats, trailers of any type, including but not limited to boat trailers or house trailers, or campers, may be kept on the Condominium Property except as specifically permitted herein, in the Declaration, in the Building Restrictions, or in that certain Development Agreement between Monroe County and Key Largo Ocean Resorts Co-op, Inc., approved by the Monroe County Board of County Commissioners on June 21, 2006, by Resolution Number 242-2006, as amended ("Development Agreement"). Pursuant to the terms of the Development Agreement, road ready recreational vehicles may be temporarily placed on individual Units for a period of five (5) years from the effective date of the Site Redevelopment Plan, as defined in the Development Agreement. Following such period, only homes as permitted by the Development Agreement and the Building Restrictions shall be authorized to be placed on any of the Units. Violators will have their vehicles or other property towed or otherwise removed at the expense of the respective owner and/or Unit Owner.

15. Association Employees. No Owner shall interfere with or direct any employees of the Association. Employees of the Association are not to be utilized for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association, except to the extent such responsibility may be delegated to the Association's manager.

16. Assessments. Every Unit Owner shall promptly pay the Assessments levied by the Association.

17. Maintenance. Every Unit Owner shall maintain in a clean and sanitary manner and repair his Unit, Residence and other improvements in or on the Unit and the Limited Common Elements which are appurtenant to the Unit and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit, Residence and other improvements.

18. Window Coverings. Owners shall not hang any laundry, garments or other objects which are visible from the outside of the Unit, except for draperies, blinds, shades, or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors.

19. Alterations. Without limiting the generality of Article XI of the Declaration, but subject to Article VI of the Declaration, no Owner shall make any additions, alterations or improvements in or to the Common Elements, the Limited Common Elements, or the Unit, including, but not limited to, the construction of new improvements, installation of screens, sliding glass doors, enclosures, awnings, hot tubs, trellises, window tinting, painting or other decorating of any nature visible from the exterior of the Residence, without the prior written consent of the Board of Directors and, if approved, same shall be in accordance with the Building Restrictions. In the event a Unit Owner wishes to

install or replace hurricane shutters, only those shutters which comply with applicable code and the Association's approved specifications, as established by the Board of Directors, shall be permitted. In the event a Unit Owner violates the terms of this Paragraph, the Board of Directors shall have the right to require the Unit Owner to return the Unit to its previous condition.

20. Exterior Improvements. Notwithstanding anything contained herein to the contrary, an Owner may display one (1) portable, removable United States flag in a respectful manner on the exterior of the Unit, and portable, removable official armed services flags (not to exceed 4 2 feet by 6 feet) that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard may likewise be displayed on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day. In addition, the Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high, and one and one-half (1 ½) inches deep.

21. Pool. If the Condominium Property shall include a swimming pool, in order to provide for proper safety, food or beverages shall be consumed at the pool only in the area designated by the Association and in no event within four (4) feet of the pool. In addition:

a. Normal hours of operation shall be 7:00 a.m. to 9:00 p.m. At the discretion of the Association, pool hours may be altered based on weather and maintenance conditions and to maximize the efficiency of the solar heating system.

b. There shall be no life guard on duty. Any persons using the pool do so at their own risk.

c. No persons with contagious diseases or open sores shall be allowed in the pool.

d. Children in diapers or who are not toilet-trained are not permitted in the pool.

e. Children under 12 years of age shall be accompanied by an adult.

f. Showers are required before entering the pool. Suntan lotion and sunscreen must be washed off before entering the pool.

g. Glass objects are prohibited on the pool deck.

h. Pets are prohibited on the pool deck.

i. Swim suits are required in the pool.

j. Running in the pool area and diving or jumping into the pool is prohibited.

k. No radios or other music device may be played without headphones at the pool by any resident or guests.

l. Pool chairs, if any, may not be removed from the pool deck.

m. All residents must provide proper identification to gain access to the pool.

n. No parties may be held on the pool deck or other Common Element without the approval of the Association.

o. The pool is reserved for the use of Owners and their guests. Owners must accompany their guests to the pool at all times. No more than two (2) guests are permitted at any time.

22. Golf Carts. Only battery-powered electric golf carts are permitted. Gasoline-powered golf carts are not allowed within the Condominium Property. To the extent applicable, the following rules relating to the operation of golf carts shall apply equally to the operation of any motorized vehicles on the Condominium Property's roads notwithstanding that only golf carts are specified:

a. Golf carts without current, valid Key Largo Ocean Resort registration are not allowed to be operated on the private roads in the Condominium Property.

b. Only persons of valid driving age and having a valid motor vehicle driver's license may operate a golf cart, and drivers must carry their licenses with them at all times. An unlicensed driver may not occupy the driver's seat nor have even partial control of any golf cart at any time.

c. Only the driver of the golf cart may occupy the driver's seat. No other person may sit on the lap of the driver.

d. Children shall not play on or operate golf carts.

e. Children, including infants, shall be secured at all times that the golf cart is in motion.

f. Passengers on golf carts shall occupy seating surfaces only and the total number of persons on the cart must never exceed the seating capacity of the cart. No person shall stand on the golf cart while the golf cart is in motion.

g. All golf carts shall be operated in a manner as if they were automobiles being operated on public roads. All rules of the road, traffic signs and other safety measures shall be followed at all times.

h. Each party desiring to operate a golf cart within the Condominium Property shall sign a golf cart registration agreement as provided by the Association.

i. Golf Carts shall be equipped with a horn or other sounding device, at least one (1) front light and one (1) red rear light (or two (2) red rear reflectors), and the Unit number shall be clearly displayed on the rear of the golf cart in numbers at least three (3) inches high. All other self-propelled vehicles shall be equipped with front and rear lights and a horn or other sounding device as are required by Florida law.

j. Proof of ownership shall be required for all golf carts and other permitted vehicles, and all shall have current license tags.

k. No other motorized vehicles shall be permitted on the Condominium Property without Board approval.

23. Wetland Mitigation and Monitoring. The Association shall be responsible to carry out all wetland mitigation and monitoring required by the South Florida Water Management District. It shall be the Association's responsibility to complete the task successfully, including meeting all permit conditions associated with the wetland mitigation, maintenance and monitoring.

24. Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in Subparagraphs A and B of this Section.

Exhibit "F-1"

Marina Rules

Doc# 1918183
Bk# 2611 Pg# 759

MARINA SLIP REQUIREMENTS AND USE RULES AND REGULATIONS

Marina Slip License

Due to the great disparity between the number of Marina Slips available, a minimum of sixty-five (65) and up to seventy-six (76), and the number of Units, two-hundred-eighty-five (285), Key Largo Ocean Resort Condominium will offer Unit Owners an annual use license when a Marina Slip becomes available based on a waiting list system that has been previously established. This license may be renewed for successive years so long as the Unit Owner continues to own the Unit and a compliant boat and the Unit Owner otherwise complies with these rules and regulations and the other requirements applicable to Marina Slip Users. The Marina Slip waiting list shall be made available to new Unit Owners who are interested in participating in the Marina Slip license system. Any new Unit Owner that wishes to participate in the Marina Slip license process may have their name added to the end of the list.

Current Marina Slip holders will forfeit their right to the use of a Marina Slip when their Unit is sold. Upon forfeiture of the right to use a Marina Slip, the Condominium will offer a license to the Unit Owner holding the first position on the waiting list. This Unit Owner shall have fifteen (15) calendar days to accept or reject the license offer, and if the Unit Owner does not accept the offer in such fifteen (15)-day period the offer will be deemed rejected. If the license offer is rejected, the Unit Owner holding the next position on the waiting list will be offered the license and so on until the a license is issued. The Unit Owners that reject the license offer, either by notifying the Association or allowing the aforementioned fifteen (15) days to pass without notice, will have their names revert to the last position on the waiting list. All Unit Owners that accept the offer to license the use of Marina Slip shall execute a license agreement on a form approved by the Association.

In the event a Unit Owner under a valid license agreement for a Marina Slip intends to lease its Unit, the Unit Owner shall not permit its tenant to use the Marina Slip. Marina Slips may only be used by Unit Owners pursuant to the requirements of Monroe County as provided in Planning Commission Resolution No. P35-07, recorded September 15, 2008, in Official Records Book 2379 at Page 2178 of the Public Records of Monroe County, Florida.

Definitions.

"Marina" means that portion of bay bottom property within the Corporation Property, together with any improvements and appurtenances thereto used for the purpose of docking and serving leisure motor and sailing craft and permitted personal watercraft.

"Marina Slip" means the individual location for a leisure motor or sailing craft defined by either solely or a combination of fixed docks, sea walls or piers and pilings within the Marina.

"Marina Slip User" means any person authorized to use a Marina Slip under a properly executed license agreement.

Use Restrictions

The use restriction provisions of this section shall apply to the use and operation of the Association Property, including use by the Association, its members and their guests and invitees. Any violation of the provisions contained in this section may subject the Unit Owner's right to license a Marina Slip to be terminated at the sole discretion of the Association. Any fines or penalties incurred by a violation of these provisions shall be the sole responsibility of the Unit Owner holding a Marina Slip license. Each Marina

Slip license holder shall indemnify and hold the Association harmless from all claims arising from any violation of these provisions by the licensee or their tenants, guests or invitees.

Marina and Marina Slip Area Usage

The Association shall designate and issue licenses to not more than seventy-two (72) Marina Slips within the Association Property. Marina Slips may be licensed only to Unit Owners of the Condominium. Each Marina Slip shall include the bay bottom adjacent to the seawall and the area seaward of the vertical surface area of the seawall contiguous to the Marina Slip bay bottom area. The Marina and Marina Slips shall be subject to the following use restrictions and regulations. Every Marina Slip User shall abide by the following use restrictions and any rules and regulations adopted by the Association.

- (a) Marina Slip Users shall comply with the applicable rules and regulations of the United States Coast Guard, Florida Fish and Wildlife Conservation Commission, Monroe County, and any other governing authority.
- (b) The Marina and adjacent harbor is a no-wake zone. All vessels must comply with the recognized speed limit of three (3) knots maximum. Any hazards to navigation should be reported to the United States Coast Guard.
- (c) The Marina Slip User shall provide vessel insurance verification to the Association for any vessels moored within the Marina Slip.
- (d) It shall be the Marina Slip User's responsibility to ensure that appropriate vessels are seaworthy, secure and watertight.
- (e) Docking, line handling, and mooring are the responsibilities of each Marina Slip User. There is no designated harbor master and no monitoring of VHF radio signals to aid in docking within the Marina Slip mooring area.
- (f) No overboard discharge of effluents, petroleum, or other toxic materials is allowed within the Marina Slip mooring area. Any questions regarding same should be directed to the United States Coast Guard for updated laws and regulations.
- (g) Dock areas and sidewalks must be kept clear at all times. Dock boxes are not permitted without the written approval of the Association. Storage of nautical materials is required to be located within each Unit Owner's Unit or other area located outside the Association Property unless approved in writing by the Association.
- (h) Personal tenders and dinghies are to be stored aboard the primary vessel when not in use. No tender or dinghy storage is provided.
- (i) Major repairs and renovation of vessels are not permitted at the Marina Slips. Minor repairs and maintenance are allowed Monday through Friday, 8:00 a.m. to 5:00 p.m., and such work shall be performed in accordance with Monroe County work restrictions and noise ordinances.
- (j) No cooking fires are allowed on any vessel (unless on an interior stove designed for that purpose), the docks, the sidewalks, or adjacent areas.
- (k) Marina Slip Users shall be responsible for the safety, security, and conduct of their family

members, guests and invitees while on the property. Persons under the age of 14 are permitted on board only while supervised by an adult.

- (l) Marina Slip Users shall not make or permit any disturbing noises, as determined by the Board of Directors, in connection with the utilization of the Marina Slip, whether made by the Marina Slip User or the Marina Slip User's family, guests or invitees, nor may a Marina Slip User do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other Marina Slip Users or the Unit Owners. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her vessel or on or about the Marina Slips if the same shall in any manner disturb or annoy the other Marina Slip Users or other Unit Owners. Vessels shall not be left unattended with VHF radios or stereos activated.
- (m) Idling of engines and generators shall be limited to no more than five (5) minutes and only between the hours of 8:00 a.m. and 5:00 p.m. unless the vessel is preparing to depart.
- (n) Trash must be properly bagged and deposited into the appropriate refuse containers located in designated closed-in areas of the Condominium Property or Association Property, as provided by the Association.
- (o) Guest parking shall be allowed in any parking spaces designated for guest use. No boat trailers, motor homes, or storage trailers shall be stored except in designated storage areas per rules and regulations promulgated by the Association.
- (p) "For sale" signs shall not be posted on vessels moored at the Marina Slips.
- (q) Swimming, snorkeling and scuba diving (except for cleaning the bottom of moored vessels) shall not be allowed in the dock area.
- (r) All subcontractors performing maintenance and/or repairs within the dock area or on vessels within the dock area shall be licensed and insured.
- (s) Laundry or towels shall not be hung on the exterior of any vessel.
- (t) In the case that a vessel is in need of salvage due to sinking or to prohibit it from sinking, the Association shall have the right to remove such vessel at the owner's expense.

HALIBRARY\CASES\5820\2120005\2RR5619.DOC