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Attorneys At Law

Presidential Circle
4000 Hollywood Boulevard
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Miami, Florida 33131

Please respond to:
Hollywood Office (X)
Miami Office ()

TELEPHONE:
954 894-8000
FACSIMILE
954 894-8015

March 18, 1997

Division of Corporations
Bureau of Corporate Records
Amendment Section
409 East Gaines Street
Tallahassee, Florida 32399

900002118039--4
-03/19/97--01077--004
*****87.50 *****87.50

RE: Amendment to Articles of Incorporation of Ocean Reef
Community Association, Inc.

Dear Sir/Madam:

Enclosed please find one (1) original and a copy of Amendment to Amended and Restated Articles of Incorporation of Ocean Reef Community Association, Inc. for filing with the Secretary of State. Also enclosed is our check #2757 in the amount of \$87.50 to cover the appropriate fees. Please return the certified copy to the undersigned in the self-addressed, stamped envelope which is enclosed for your convenience.

Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Andrea B. Mackson *AB*
ANDREA B. MACKSON
For the Firm

Encs.
ABM:as

FILED
97 APR -7 AM 9:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend
LF 4-8-97

~~*789,564,531,671*~~



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

March 21, 1997

Andrea B. Mackson
% Phillips, Eisinger & Koss, P.A.
4000 Hollywood Blvd., Suite 265 South
Hollywood, FL 33021

SUBJECT: OCEAN REEF COMMUNITY ASSOCIATION, INC.
Ref. Number: 713075

FILED
97 APR -7 AM 9:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We have received your document for OCEAN REEF COMMUNITY ASSOCIATION, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

If there are MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) the date of adoption of the amendment by the members and (2) a statement that the number of votes cast for the amendment was sufficient for approval.

If there are NO MEMBERS OR MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) a statement that there are no members or members entitled to vote on the amendment and (2) the date of adoption of the amendment by the board of directors.

Bylaws are not filed with this office. Please retain them for your records.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6910.

Louise Flemming-Jackson
Corporate Specialist Supervisor

Letter Number: 197A00014472



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Please respond to:
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Miami Office ()

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April 3, 1997

Division of Corporations
Bureau of Corporate Records
Amendment Section
409 East Gaines Street
Tallahassee, Florida 32399

FILED
97 APR -7 AM 9:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RE: Amendment to Articles of Incorporation of Ocean Reef
Community Association, Inc.
Ref. Number 731075; Letter Number 197A00014472

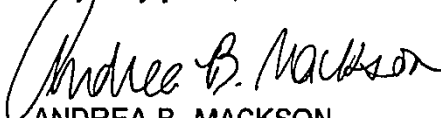
Dear Sir/Madam:

Enclosed please find one (1) original and a copy of Amendment to Amended and Restated Articles of Incorporation of Ocean Reef Community Association, Inc. for filing with the Secretary of State. The amendment has been revised pursuant to your letter of March 21, 1997 to remove the Bylaws as an exhibit, to state that the members are not entitle to vote on the amendment, and to set forth the date of adoption (see page 5 of amendment).

We trust that the amendment is now acceptable for filing and look forward to receipt of a certified copy of the amendment. A self-addressed, stamped envelope is enclosed for your convenience.

Your prompt attention to this matter would be greatly appreciated.

Very truly yours,


ANDREA B. MACKSON
For the Firm

Encs.

RECEIVED
97 APR -7 AM 8:05
DIVISION OF CORPORATIONS

FILED

97 APR -7 AM 9:22

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

A. The following provisions of the Amended and Restated Articles of Incorporation of OCEAN REEF COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation ("Association"), filed with the Florida Department of State on October 28, 1994, be and are hereby amended as follows:

1. Article I, Section 1.1 of the Amended and Restated Articles of Incorporation of the Association ("Articles") is hereby amended to read as follows:

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

2. Article III, Section 3.2 of the Articles is hereby amended to read as follows:

3.2 Admission to Membership of Class B Members. A membership committee shall be appointed by the Board of Directors to examine and review applications for membership and make recommendations to the Board. All Class B Members shall be admitted to membership only by a majority vote of the Board of Directors or the Executive Committee of the Board, except as provided under Section 3.5 hereof. 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 Article to the contrary, the Association shall have the absolute right to deny approval of any sale without being obligated to purchase the Lot if: (i) the Member is delinquent in the payment of any assessments or special assessments; (ii) the sale would result in a violation of the ORCA Documents; (iii) the Association has good cause to deny approval; or (iv) the Member or proposed purchaser makes any material misrepresentation on any documents provided to the Association or on the personal interview. A material representation shall be defined as any false representation or omission as determined by the Board of Directors in its sole judgment. With respect to non-individual prospective owners, including but not limited to, corporations, partnerships and trusts, the specific owner, as well as all intended resident occupants of the Lot, shall be approved by the Association. Further, a non-individual owner shall designate a specific individual to serve as the owner's representative for the purpose of receiving notices and/or information from the Association.

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

3. Article III, Section 3.4 of the Articles is hereby amended to read as follows:

3.4 Voluntary Transfer of Lot Ownership-Right of First Refusal. ~~None of the Lots located within the Ocean Reef Complex which are owned by Class-B Members shall be sold, disposed of or otherwise transferred by any of the holders thereof without first giving the Association written notice. Such written notice shall be addressed to the President of the Association and delivered to the Association's office by hand or regular U.S. mail, no later than forty-five (45) days before the anticipated sale, disposition, other transfer or closing. Further, such written notice shall also include an identification of the seller and buyer, the full price of the sale or transfer and the payment terms; the anticipated closing date; a completed Association membership application if the buyer is not a Member, the existence and the amount of any unpaid liens in favor of the Association; and shall also enclose a copy of the firm contract of sale between buyer and seller. The Association, acting by and through its Board of Directors, shall have the right to purchase said Lot for itself, or to find a transferee acceptable for membership on such offered terms within forty-five (45) days from the receipt of said notice only if the transferee is not acceptable for Membership. A lease, for a total term including options to renew of not more than one year, of any Lot shall not be considered a transfer for purposes of this Section 3.4. In case of the death of any Member, the Association will transfer voting rights to the party which succeeds to the ownership of the Lot (the "transferee"), provided that said transferee is approved for membership in the Association.~~

~~If any transferee is denied membership, the Association may exercise its right of first purchase by giving written notice of its intention to purchase said Lot or to find a transferee acceptable for membership to purchase said Lot to the owner of the Lot or the representative of the estate of such Member no later than forty-five (45) days from the date when the completed notice of transfer was delivered to the Association. The failure of the Association to exercise its option within the forty-five (45)~~

day period shall be deemed as an Association approval for the Lot Transfer. 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 of such Outside Offer or within a reasonable time after the date set for closing, then the owner shall again be required to comply with all of the foregoing terms should he thereafter elect to sell or lease his Lot.

Notwithstanding anything contained herein to the contrary, in the case of a lease, the owner shall be required to deliver an executed lease

to the Association or its designee upon the terms contained in the outside offer within twenty (20) days after the Association gives notice to the owner of its election to accept the offer to lease.

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

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

4. Article VI, Section 6.4(c) of the Articles is hereby amended in its entirety to read as follows:

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

The Association's lien for assessments shall become effective upon recording a claim of lien in the Public Records of Monroe County. This lien shall be subordinate to a first mortgage on any Lot recorded in the Public Records prior to the claim of lien. The lien shall not be affected by any sale or transfer of the Lot (i.e., new owners shall be responsible for

all delinquencies of the prior owner, and all prior owners shall continue to be personally liable for delinquencies incurred prior to the transfer of ownership.) Notwithstanding the foregoing, with respect to sales or transfers pursuant to foreclosure of first mortgages or deeds in lieu of foreclosures, the person acquiring title, his successors and assigns, shall not be liable for assessments pertaining to the Lot which became due prior to such sale or transfer. Further, any sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of the Lot from liability for, nor the Lot from, the lien of any assessments made thereafter.

5. Article VI, Section 6.4(d) of the Articles is hereby amended to read as follows:

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

NOTE: WORDS ~~LINED THROUGH~~ ARE DELETIONS; WORDS UNDERLINED ARE ADDITIONS.

B. The foregoing Amendment was adopted by the Board of Directors of the Association on the 16th day of December, 1996. No members are entitled to vote on the amendment.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Corporation have executed this Amendment this 27th day of January, 1997.

Signed, sealed and delivered
in our presence.

OCEAN REEF COMMUNITY
ASSOCIATION, INC.

Theresa Boyce
Theresa Boyce
Please Print

By: Howard K. Howard
Howard K. Howard, President

Lois McClure
Lois McClure
Please Print

By: Lois McClure
Lois McClure, Secretary

STATE OF FLORIDA)
 :ss
COUNTY OF MONROE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared HOWARD K. HOWARD, as President, and LOIS MCLURE, as Secretary of OCEAN REEF COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, and acknowledged before me that they executed the foregoing Certificate of Amendment on behalf of the Association and was authorized to do so, personally known to me or who have produced _____ (type of identification) and have acknowledged before me that they executed the foregoing freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at said County and State, this 27th day of January, 1997.

Margaret M. Truckenbrod
Notary Public - State of Florida
MARGARET M. Truckenbrod
Name of Notary (Please Print)
CC 402265
Commission Number

My commission expires:

