

BY-LAWS

OF ORA AT MELBOURNE BEACH, INC.

ARTICLE I. IDENTITY

The following restated By-Laws originally filed October 14, 1980 and made this 14th day of December, 2013 shall govern the operation of ORA AT MELBOURNE BEACH, INC., described and named in the Declaration of Condominium to which these By-Laws are attached; ORA AT MELBOURNE BEACH, INC., being a Florida Corporation not for profit, organized and existing as the Condominium Association for Outdoor Resorts at Melbourne Beach, a Condominium, pursuant to Chapter 617, Florida Statutes, as amended, and Chapter 718, Florida Statutes, known as the Condominium Act. These By-Laws include all amendments adopted thereafter thru this date.

Section 1. The office of the Association shall be at the condominium property, or at such other place as may be subsequently designated by the Board of Directors.

Section 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.

Section 3. As used herein, the word "Association" shall be the equivalent of "Corporation", as defined in the Declaration of Condominium to which these By-Laws are attached, and all other words, as used herein, shall have the same definition as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. The Association shall not issue stock or certificates.

Section 2. Membership in the Association shall be limited to owners of condominium Lots. Transfer of Lot ownership, either voluntary or by operation of law, shall terminate membership in the Association; said membership is to become vested in the transferee. If said ownership is vested in more than one person, then all of the persons so owning said Lot shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of the Lot shall be cast by the "Voting Member". If Lot ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "Voting Member".

Section 3. Voting.

(a) The owner(s) of each condominium Lot shall be entitled to one (1) vote for each condominium Lot owned. If a condominium Lot owner owns more than one (1) Lot he/she shall be entitled to one vote for each Lot owned. The vote of a condominium Lot shall not be divisible. Paper ballots will be mailed to each lot owner for completion and returned to the ORA Board. Thirty days will be allowed for the completed ballots to be returned. Counting of the ballots will be done by the ORA Elections Committee.

(b) A majority of the Lot owners' total votes shall decide any question unless the By-Laws or Declaration of Condominium provides otherwise, in which event the voting percentage required in the By-Laws or the Declaration of Condominium shall control.

Section 4. Quorum. Unless otherwise provided in these By-Laws the presence in person or by proxy of a majority of the Lot owners' total votes (i.e. 289 votes) shall constitute a quorum; and decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present. Quorum only applies to ORA Board of Directors' meetings.

ARTICLE III. MEETINGS OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the condominium property, or at such other place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail a Notice of each annual or special meeting, stating the time and place thereof to each Lot owner of record, at least fourteen (14) days prior to such meeting, which notice shall incorporate an identification of agenda items. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the Lot owner as it appears on the books of the Association and posted conspicuously on the Association property at least fourteen (14) days prior to such meeting.

Section 3. Order of Business. The order of business at annual members' meetings, and as far as practical, at all other members' meetings, shall be as set by the President.

Section 4. Annual Meeting. The annual meeting shall be held on the condominium property in January or February of each year, as determined by the Board of Directors for tallying of written ballots and conveying the results of the election for directors. Those candidates receiving the largest number of votes will be elected by majority vote. Proxies shall not be used in electing the Directors. There shall be no quorum requirement or minimum number of votes necessary for election of Board Members to the Director position other than the minimum number of votes required by Florida Statutes.

Section 5. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of Voting Members representing a majority of the Lot owners' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to objects stated in the notice thereof.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a majority of member ballots are not obtained, the meeting must be adjourned until the time a majority of member ballots are obtained.

Section 7. Approval or disapproval by a Lot owner upon any matter, whether or not the subject of an Association meeting, shall be by the "Voting Member"; provided, however, where a Lot is owned jointly and one has not been designated as a Voting Member, their joint approval, or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE IV. DIRECTORS

Section 1. Board of Directors. The Board of Directors shall consist of nine (9) members. At each annual meeting the directorships of those whose terms have expired shall be elected by the Voting Members for a period of two (2) years; it being the intent that there shall be four (4) directors elected at one annual membership meeting for a period of two (2) years and in each alternating year there shall be five (5) directors elected for a period of two (2) years. Each member of the Board of Directors shall be either the owner of a condominium Lot or an owner of an interest therein.

Section 2. Organizational Meeting of Board. The organizational meeting of a newly elected Board of Directors shall be held not less than 2 or more than 10 days of their election and no further notice of organizational meeting shall be necessary providing a quorum of the Board shall be present. The new Board shall immediately determine the time and place of the organizational meeting. Officers remaining on the Board will continue to function in the interim.

Section 3. Removal of Director(s). Any one or more of the Directors may be removed with or without just cause in accordance with the Condominium Act. The Board of Directors shall fill vacancies in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall chose a successor or successors, who shall hold office until the next annual or special meeting of Lot owners. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. More than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. In the event that a Director ceases to be an owner of a condominium Lot or having an interest therein, or in the event a corporate ownership ceases to be an officer of said corporation, then the directorship shall immediately and automatically terminate. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or by mail, telephone, or electronic mail to meet State Statute prior to the day named for such meeting. Adequate notice to Lot Owners of all meetings shall be given as required by the Condominium Act.

Section 7. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of

the Board. To meet State Statute notice of the meeting shall be given personally or by mail, telephone or electronic mail, which notice shall state time, place and purpose of the meeting.

Section 8. Directors' Waiver of Notice for Emergency Meetings. Before or at any emergency meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any emergency meeting of the Board shall be a waiver of notice by him at the time and place thereof. If all the Directors are present at any emergency meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If there is less than a quorum present, the called meeting must be adjourned.

Section 10. Compensation. There shall be no compensation for Directors.

Section 11. 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 do all such acts and things as are not by law or by the Declaration of Condominium or by these By-Laws directed to be exercised and done by the Lot owners. These powers shall specifically include but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Articles of Incorporation of this Association, and in the Condominium Act, and all powers incidental thereto.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and the use and maintenance of the Condominium Lots.

(e) To contract for the management of the Condominium and designate to such manager or contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors, or membership of the Association.

(f) To designate Standing Committees comprised of Board Members, which shall have the powers of the Board of Directors in the administration of the business and affairs of the Association to the extent such powers are provided in the resolution designating such committee. To provide for changing needs of the Condominium and to most effectively administer its operation, the Board may also, by resolution, disband such committees or alter the areas they cover.

(g) To designate Advisory Committees comprised of Owners who are not members of the Board. A Board member may be included to provide ongoing liaison with the whole Board. To further the Advisory function, the chairman of an Advisory Committee may not be a Board Member. Advisory Committees have no powers beyond those granted to individual Owners, and the Board of Directors may not delegate to an Advisory Committee any powers or duties of the Board.

(h) To use and disburse the proceeds of assessments in the exercise of its powers and duties.

(i) To maintain, repair, replace and operate the condominium property.

(j) To reconstruct after a casualty and to further improve the property.

(k) To enforce by legal means the provisions of the Condominium Act and Condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the rules and regulations for the use of the property in the Condominium.

(l) To pay taxes and assessments which are liens against any part of the Condominium other than individual Lots and the appurtenances thereto, and to assess the same against the Lots subject to such lien.

(m) To pay all the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual Lots.

(n) To insure that Common Elements, Lots and visible personal property are maintained in a neat and orderly manner, kept in reasonable repair, and do not present an unsightly or shoddy appearance or unsafe condition.

ARTICLE V. OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one (1) of the aforesaid offices. All officers shall be members of the Board of Directors.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors following the annual meeting of the members.

Section 3. Appointive Officers. The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board deems necessary, and grant them the duties it deems appropriate.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of nine (9) persons, then five (5) of said Directors must vote for removal). If the position of any officer becomes vacant for any reason, the

Board of Directors shall fill the vacancy. Unless otherwise provided in these By-Laws, the officers shall serve without compensation.

Section 5. The President. Shall be the chief executive officer of the Association: shall preside at all meetings of the Lot owners and of the Board of Directors. Shall have executive powers and general supervision over the affairs of the Association and other officers. Shall sign all written contracts and perform all of the duties incident to his/her office and which may be delegated to him/her from time to time by the Board of Directors.

Section 6. The Vice President. Shall perform all of the duties of the President in his/her absence or disability and such other duties as may be required of him/her from time to time by the Board of Directors.

Section 7. The Secretary. Shall issue notices of all Board of Directors' meetings and all meetings of Lot owners; he/she shall attend and keep minutes of the same; he/she shall have charge of all of the Association's books, records and papers except those kept under the supervision of the Treasurer. He/she shall have custody of the seal of the Association. The Assistant Secretary, if appointed, shall perform the duties of the Secretary when the Secretary is absent or incapacitated.

Section 8. The Treasurer.

(a) Shall exercise supervision over the financial affairs of the Association, ensuring that they are administered in an efficient, businesslike manner and in accordance with the Florida Condominium Act and the Declaration of Condominium.

(b) Shall act as liaison between the Board of Directors and the Certified Public Accountants engaged to conduct periodic financial reviews and audits of Association books and records. He/she shall act as liaison between the Board of Directors and the manager on all financial matters including preparation of the budget.

(c) Shall be responsible for ensuring that reports on the financial condition of the Association are rendered, as and when required, to the Board of Directors and the Lot Owners.

(d) The Assistant Treasurer, if appointed, shall assist the Treasurer and perform the duties of the Treasurer when the Treasurer is absent or incapacitated.

ARTICLE VI. COMMITTEES.

Subject to Article IV, the following committees, if established, as well as other committees authorized by the Board shall operate as described below:

(a) Administration And Policy Committee with the President as chairman that will review motions that are to come before the Board, discuss and recommend policy for Board of Directors approval, set Board agenda and generally review and make recommendations to the Board.

(b) Buildings And/Or Grounds Committee will propose standards regarding landscaping and building architecture of the Common area and the Condominium Units. It will

promote beautification, propose future building and facility needs, and generally oversee the Condominium facilities.

(c) Documents Review Committee will propose suitable rules and regulations to enforce the specific and general principles of the Condominium Declaration and By-Laws. It will recommend revisions to Association documents required by changes in state or local laws and changes necessary for the continued operation of the Association.

(d) Finance Committee will deal with matters of accounting and auditing, and determination of format and procedures of bookkeeping and other fiscal matters. It will review the preparation of the budget. It will serve the Board as a general watchdog of budget spending and general fiscal management.

(e) Long Range Planning/Park Improvement Committee will propose plans concerning the long range future of the Resort as it pertains to the maintenance, improvement and to increase the quality and value of the investment in the Resort to the Board of Directors.

(f) Ombudsman Committee shall hold meetings to listen to ideas for improvement to the Resort or grievances of the residents and bring them to the Board of Directors.

(g) Recreation Committee will propose programs of recreational activities, review the maintenance of existing recreational equipment and facilities and propose expansion and/or modification of various activities and facilities. It will be responsible to the Board of Directors for reviewing and proposing expenditures for recreation. It will propose policy on scheduling of events and allocation of recreational space.

(h) Safety And Security Committee will propose plans to continue, enhance and/or improve the safety and security of the residents of the Resort to the Board of Directors.

(i) Election and Ballot Process Committee will advise the Board of Directors and help implement the proper procedures for conducting an election and verify and count the ballots according to Florida Statues.

(j) Park Directory Committee will yearly organize the creation and distribution of a new Park directory and solicit local companies doing business with ORA for advertising space in the directory.

(k) Park Beautification will organize volunteers and work with the Park Manager for selection, arranging purchasing, and planting appropriate bushes, shrubs, flowers, and trees. Work with the manager, Treasurer and the Board to ensure that sufficient funds are allocated in the budget to accomplish this function.

Committee reports will be written and become part of the official records and will be submitted to the Board Secretary no less than five (5) days prior to the Board Meeting.

ARTICLE VII. FISCAL MANAGEMENT

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors.

(a) Financial obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The Association shall pay the premiums on such bonds. The bond shall be in an amount sufficient to equal the monies an individual handles or has control via a signatory or a bank account or other depository account.

Section 3. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the condominium property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements, costs of carrying out the power and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, legal expenses, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments, and to maintain, repair and replace the common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors, shall be levied in the same manner as provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Association shall mail or present to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the Association and, upon request, the Association shall give a receipt for each payment made.

Section 5. Annual Audit. An audit of accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be available for inspection by the members at the office of the Association not later than three (3) months after the year for which the report is made.

ARTICLE VIII. COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the nonpayment of an assessment) by the Lot Owner of any of the provisions of the Declaration, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Lot Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of these By-Laws or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(1) An action at law to recover for its damage on behalf of the Association or on behalf of the other Lot Owners.

(2) An action in equity to enforce performance on the part of the Lot Owner.

(3) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by the court that the violation complained of has occurred, the Lot Owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from date of a written request, signed by a Lot Owner, sent to the Board of Directors, shall authorize any Lot Owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged the Lot Owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were part of the Common Expense.

Section 2. Fines. In addition to the means for enforcement provided herein, the Association shall have the right to assess fines against Lot owners, or its guests, relatives, or lessees in the manner provided herein.

(a) The Board of Directors may appoint a covenants enforcement committee or officer who shall be charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws or the Rules and Regulations of the Association are being or have been violated. In the event of an instance of such probable cause it shall be reported to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, or the owner of the Lot which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within (14) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation of each day during which it continues shall be deemed a separate offense, subject to a separate fine, all fines not to exceed fifty dollars each. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Lot

Owner may respond to the notice, within 14 days of its sending acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, after giving the alleged violator fourteen (14) days written notice of said hearings, and shall hear any defense to the charges, including any witnesses that the alleged violator, the Lot Owner, or the Board of Directors may produce. Counsel may represent any party to the hearing.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this section shall be assessed against the Lot, which the violator occupied at the time of the violation, whether or not the violator is an owner of that Lot. Nothing herein shall be construed to interfere with any right that a Lot Owner may have, to obtain from a violator occupying his Lot, payment in the amount of any fine or fines assessed against the Lot.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and association documents, including but not limited to legal action for damages or injunctive relief.

Section 3. Arbitration. If required by the Condominium Act, shall be conducted as specified therein.

ARTICLE IX. AMENDMENT TO THE BY-LAWS

These By-Laws may be altered, amended or added to at any duly called meeting of the Lot Owners, provided:

(a) Notice of the meeting shall contain a statement of the proposed amendment.

(b) If the amendment has received the unanimous approval of the full Board of Directors, then the By-Laws may be amended if the amendment is approved by the majority of the Lot Owners, and

(c) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the By-Laws may be amended if the amendment is approved by not less than two-thirds (2/3) of the Lot Owners; and

(d) Said amendment shall be recorded and certified as required by the Condominium Act.

ARTICLE X. INDEMNIFICATION

The Association shall indemnify every Director and every officer, his heirs, executors and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XI. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability for obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XII. LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE XIII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium, or these By-Laws.

ARTICLE XIV. RULES AND REGULATIONS

The Board of Directors may from time to time adopt new or amend previously adopted administrative rules and regulations governing details of operation, use, maintenance, and management of the Common Elements and Units of the Condominium and any facilities or services made available to Lot Owners.

In the event of conflict between Rules and Regulations, and the By-Laws; between the By-Laws and the Declaration of Condominium; or between the Condominium Documents and the Condominium Act; in each case the latter shall prevail.