

OCEAN RIDGE YACHT CLUB
HOMEOWNERS ASSOCIATION, INC.

Declaration of Covenants and Restrictions

Rules & Regulations

Declaration of use for the Ocean Ridge
Yacht Club Board Slips

RULES AND REGULATIONS
OCEAN RIDGE YACHT CLUB HOMEOWNERS ASSOCIATION

ADDITIONS, IMPROVEMENTS, ALTERATIONS AND OUTSIDE DISPLAYS:

No owner shall have the right to construct any exterior improvement or alteration of any type or nature to his parcel without prior written approval from the Association. Written approval may be obtained by submitting plans of the proposed change to the Architectural Review Committee. Refer to section 9.1.19 of your documents or call the Association for the procedures to follow before making any changes to the exterior of your unit. The Association has the power to affect the removal of any unapproved alteration.

Items that may be permitted under our documents include the following:

- *install patio and/or balcony awnings and screens
- *install carpet or tile on patio and/or balcony areas (when they are screened)
- *place furniture and fixtures to include, ceiling fans, decorative fixtures, wind chimes and reading lamps
- *change or alter light fixtures on the exterior of units
- *change the color of the front door or change the front door
- *add a screen door at the front door (not at or near the gate entrance to the unit)
- *change, alter or install tile from the front door to the driveway
- *install planters or decorative fixtures near or next to the garage and on the exterior walls of a dwelling in or about the front entrance area

Items that are specifically disallowed under our documents include the following:

- *shades, roll-ups, privacy screens and any similar item are prohibited on any fence, balcony or patio
- *television sets, stereo equipment, radios, tape machines, or players, telephones and any speakers of any type are prohibited on any balcony, terrace or patio whether or not the area is screened

COMMON PROPERTY:

No owner shall have the right to perform any maintenance, repairs or alterations of the Common Property nor shall any owner have the right to construct any improvements of any type on the Common Property except as follows. Residents may with prior written approval of the Association, install trees, shrubs, bushes or flowers in the front yard area and between the driveways of their properties. They may also plant at the rear of a parcel, not to exceed three feet from the rear patio railing of a dwelling. Such landscaping must be maintained by the owner and his successors. If an owner fails to maintain such landscaping, the Association may maintain, replace or remove the landscaping and assess the owner for the costs and expenses of doing so as an individual assessment.

LEASE AND SALE OF PROPERTIES:

Parcels may not be rented more than once during each 12 month period or for a lease term of less than six months. Parcels may not be rented during the first three years of ownership. No less than an entire parcel may be leased. Please refer to Article 13 of the documents for details regarding sale and lease notice, deposits, fees and procedures to be followed. If the procedures outlined are not followed, the Association can disapprove the transaction and take action against the unauthorized owner, lessee or occupant. All unit occupants must abide by the rules and regulations, bylaws and documents of the Association. The Association can evict tenants who fail to abide by the documents and individually assess parcel owners for the expenses associated with the eviction, to include attorneys fees and any appellate costs.

HURRICANE SEASON:

Hurricane season is from June 1 through November 30th. If owners plan to be away during hurricane season, they must remove all furniture, plants and other movable objects from patio, balcony and other exterior areas before departure. They must also designate what person or firm will take care of their unit in the event of damage. All permanent hurricane shutter installations must be approved in advance by the Association and must comply with the specifications adopted by the Association. Permanent installations must remain open from December 1 through May 31st. Unapproved, temporary hurricane shutter installation is permitted provided they are placed and removed immediately prior to and after a storm.

MOTOR VEHICLES:

Other than the exceptions listed below, only passenger vehicles (passenger automobiles, sport utility vehicles and mini-vans with permanent side windows and rear seats) may park within the community (within or outside of a garage.) No dilapidated or non-licensed vehicles, commercial vehicles or pick-up trucks are permitted. Motorcycles, jet ski type personal watercraft and the trailers used to transport them are permitted only if they are parked within the garage. Please refer to section 9.1.4 of the documents before obtaining any vehicle that may be in question.

OTHER WHEELED VEHICLES:

No bicycles, tricycles, scooters, carriages, skateboards, similar vehicles or toys shall be allowed to stand on the common property or be used for other than ingress or egress from the Dwelling and Common Property.

SIGNS:

No signs, advertisements or notices of any kind including, without limitation, "For Sale" or "For Rent" signs may be displayed to the public view on any parcel or on the common property or elsewhere on or within the community without prior written approval of the Association.

PETS:

Dogs, cats, tropical fish and birds are permitted as long as they are not maintained for commercial purposes. Pet owner shall keep their pets restrained and or kept on a leash and under the control of a responsible person at all times when a pet is outside of a dwelling. Pet owners are responsible for cleaning up and removing all excrement after a pet relieves itself on the property. The Association, at its own discretion, has the right to order the removal from the property of any pet that presents a problem.

NUISANCES:

No annoyance to others or interference with the peaceful possession and proper use of the property is allowed. No unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet or comfort of owners is permitted.

GARBAGE:

Normal garbage pick up days are Tuesday and Friday. Garbage may be put out on the street no earlier than 6:00 P.M. on the evening before normal pick up. All garbage must be properly bagged or bundled so as not to become a nuisance to the community. The dumpster is for the use of residents who for some reason cannot place their garbage out as stated above. Construction materials, chemicals and the like are not to be put in the

DUMPSTER:

Use of the dumpster by non-residents should be reported immediately to the Ocean Ridge Police Department. Phone 732-8331

MAINTENANCE OF PARCELS:

All parcels must be kept in a clean and sanitary condition and no rubbish, refuse or garbage is allowed to accumulate or any fire hazard allowed to exist. The storage of materials or items under rear patio decks is not permitted.

POOL RULES:

The pool facilities are for the exclusive use of the homeowners, their families and guests. Children under the age of 16 must be accompanied by an adult. Smokers must provide their own ashtray and may not leave cigarette butts on the cement or grass areas. No diving, jumping or running is permitted in the pool deck area. No animals are permitted in the pool area. Please return lounge chairs to their original location, close the umbrella after use and remove towels, floats or other items that you have brought to the pool area.

Please help to keep the restroom, pool deck, bar and grill areas clean by picking up after yourself when you are finished using these facilities. No food is permitted in the pool area and surrounding deck. All drinks must be in a plastic container or can. All persons are required to shower before entering the pool. Diapered or untrained children are not permitted in the pool at any time.

ANTENNAE:

No radio, television or other electronic antennae may be placed outside of any dwelling without complying with association rules and regulations concerning their installation.

LAUNDRY:

No portion of any parcel may be used for the drying or hanging of laundry unless it is adequately screened from view by others.

COLORS:

The Association is responsible for painting the exterior of all buildings. The colors used for exterior improvements desired by owners must be approved in advance by the Association.

TRAFFIC:

The speed limit within the community is 15mph. Safe operating procedures must be observed within the Yacht Club. Violations should be reported to the Ocean Ridge Police Department. Phone 732-8331

BARBECUE GRILLS:

Barbecue grills must be stored on the property of the homeowner or on the concrete slab at the foot of the rear patio steps. They may not remain on the grass or common property.

GARAGES:

The doors of garages shall be kept in a useful operating condition and shall be closed at all times except as needed for ingress and egress. No garage may be permanently enclosed or converted.

PARKING:

Parking on the grass is not permitted. Parking on the road in the turn around areas at the ends of the North and South roads is prohibited. All available unit owner driveway parking spots must be occupied before parking elsewhere is permitted. No vehicle of any kind may be parked overnight on any street.

Ocean Ridge Yacht Club Inc.

revised 2-21-2000

DECLARATION OF USE FOR THE OCEAN RIDGE YACHT CLUB BOAT SLIPS

OPERATION:

Boat slips may be used by boat slip owners, their lessees, family and guests, who live at the Yacht Club. Idle speed only permitted.

DOCKING:

Vessels may not tie across or extend into adjacent slips unless permitted to do so by the adjacent slip owner.

Boat length and width limitations do exist. No boat may extend beyond its slip such that it would impede or restrict the safe operation or access to docking by others.

SAFETY:

The docks and walkway areas may not be obstructed with materials of any type. Boating accessories such as boat boxes, storage units etc. may not be placed on the walkways, seawalls or docks.

Dock ropes, power cords, water hoses and the like may not cross over or lie upon any seawall, walkway or dock that could cause someone to trip or fall.

APPEARANCE:

All vessels must be maintained in an acceptable condition. Vessels in dilapidated, non working or unsightly condition must be removed.

Fishing, diving and other equipment may not be stored on the docks, walkways or pilings.

Bumpers, spare ropes and the like must be stored onboard or away from the docks.

Bathing suits, towels, or other apparel cannot be dried on boats or docks where they can be seen by others.

BOAT LIFTS:

Boat lifts are not permitted in the lagoon area.

Boats are not permitted on boat lifts if the top of the flybridge, tuna tower or other structure extends more than twelve feet above the level of the seawall when the boat is up on the lift.

NOISE:

Boat engines, generators, etc. may not be run before 9:00 A.M. or after 5:00 P.M. unless preparing for immediate departure.

Noise levels, including conversation must be kept low especially during early morning and nighttime hours.

HURRICANE PREPARATION:

The Association is not responsible for hurricane preparation. Boat slip owners must make their own arrangements to secure their vessels in the event of a storm.

LIABILITY:

Owners and guests use the dock facilities at their own risk. In the event of damage to docks, seawalls or walkways by an owner or his guest, the owner is responsible for any needed repairs.

REPAIRS:

Only minor mechanical repairs are permitted on site. This is only permitted when the repair can be completed promptly. Work is not permitted at night unless in the case of an emergency.

VIOLATIONS:

If a dispute should arise, the Association shall determine what constitutes a violation. It has the power to levy fines and take action to eliminate violations including the removal of boats.

COURTESY BOAT SLIPS:

Guests may use courtesy slips only if the member they are visiting is present to receive them. Boats may remain tied at the courtesy docks for no more than 48 hours or two nights consecutively.

(put map of boatslips here)

LAW OFFICES

Recd 6/13/01

BECKER & POLIAKOFF, P.A.

500 Australian Avenue South, 9th Floor
West Palm Beach, Florida 33401

Phone: (561) 655-5444 Fax: (561) 832-8987
(800) 462-7783

Internet: <http://www.becker.poliakoff.com>
E mail: bp@becker-poliakoff.com

Peter C. Mollengarden, Esq.
Direct Dial: (561) 870-2872
pmolleng@becker-poliakoff.com

Florida Offices

Administrative Office
3111 Stirling Road
Ft. Lauderdale, FL 33312
FL Toll Free: (800) 432-7712

June 11, 2001

Boca Raton*	Board of Directors
Clearwater	Ocean Ridge Yacht Club
Ft. Myers	Homeowners Association, Inc.
Hollywood	c/o Association Management Group, Inc.
Melbourne*	Attn: Janet Huckaby, Manager
Miami	7187 Thompson Road
Naples	Boynton Beach, FL 33426

Orlando
Port Charlotte* RE: Recorded Certificate of Amendment

St. Petersburg
Sarasota Dear Board Members:

Tallahassee
Tampa Enclosed please find a copy of the recorded Certificate of Amendment to the
West Palm Beach Declaration of Covenants and Restrictions for Ocean Ridge Yacht Club
which was recorded in the Public Records of Palm Beach County, in Official
Records Book 12550 at Page 1748. We have retained the original for our
file.

International Offices:

Beijing, People's Republic of China Please do not hesitate to contact this office with any questions you may have.

Prague, Czech Republic

Bern, Switzerland*

Very truly yours,

PETER C. MOLLENGARDEN
For the Firm

PCM/dj
Enclosure

BECKER & POLIAKOFF, P.A.

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112) ✓

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
OCEAN RIDGE YACHT CLUB

WHEREAS, the Declaration of Covenants and Restrictions for Ocean Ridge Yacht Club has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4943 at Page 1081; and

WHEREAS, at a duly called and noticed meeting of the membership of Ocean Ridge Yacht Club Homeowners Association, Inc., a Florida not-for-profit corporation, held on March 19, 2001, the aforementioned Declaration of Covenants and Restrictions was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
OCEAN RIDGE YACHT CLUB

(Additions shown by "underlining",
deletions shown by "strikeout")

ARTICLE 12

RECONSTRUCTION OR REPAIR AFTER CASUALTY

12.4 Special Assessments and Individual Assessments. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy with respect to damage to any Common Property (not including the Optional or Appurtenant Boat Slips) shall be assessed equally against all Members as a special Assessment, provided, however, to the extent of the damage to the Optional or Appurtenant Boat Slips, the amount by which an award of insurance proceeds is reduced on account of a deductible clause shall be assessed only against the Boat Slip Owners, as a Boat Slip Assessment and, to the extent of any damage to a Dwelling, Lot or Parcel, the amount by which an award of insurance proceeds is reduced on account of a deductible clause shall be the responsibility of the applicable Parcel Owner, or the Board of Directors of the Association may elect to assess such costs against such Owner(s) and their Parcel(s) as Individual Assessments. If the proceeds of such special Assessment (or Boat slip Assessment) and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs, provided, however, to the extent of the damage to the Appurtenant or Optional Boat Slips, additional funds, as needed, shall be obtained by levying additional boat Slip Assessments against the Boat Slip Owners, and, to the extent of any damage to a Dwelling, Lot or Parcel, additional funds, as needed, shall be the responsibility of the applicable Parcel Owners, or the Association may elect to levy Individual Assessments against such Owner(s) and their Parcel(s) for such additional funds.

12.5 Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association, and funds collected by the Association from special Assessments and Individual Assessments against Members and from Boat Slip Assessments shall be distributed in payment of such costs in the following manner:

12.5.1 Association. If the total of special Assessments Individual Assessments, or Boat Slip Assessment made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the sums paid upon such special Assessments and Individual Assessments shall be deposited by or deposited with the Insurance Trustee, if applicable. In all other cases, the Association shall hold the sums paid upon such special Assessments and Individual Assessments and disburse them in payment of the costs of reconstruction and repair.

12.5.2 Association. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections of special Assessments and Individual Assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

12.5.2.1 Association – Lesser Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

12.5.2.2 Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Association or Insurance Trustee shall be disbursed in payment of such costs in the manner required by the board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

12.5.2.3 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the Members, provided, however, that that portion of such surplus attributable to Boat Slip Assessments shall be distributed, equally, only to Boat Slip Owners.

12.5.2.4 Certificate and Payment of Construction Funds. Notwithstanding the provisions of this Declaration, the Association or Insurance Trustee shall not be required to determine whether or not sums paid by the Members upon special Assessments, Individual Assessments or Boat Slip Assessments shall be deposited with the Association or Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Association or Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid. All construction funds (insurance proceeds, and special assessments and any Individual Assessments) shall be used to repair and reconstruct the Insurable Property as determined by the Board of Directors of the Association unless all or any portion of the Insurable Property will not be repaired or reconstructed as determined under this Declaration. The disbursement of all construction funds shall be as determined by the Board including, without limitation, the manner of payment to contractors and other payees and notwithstanding whether the reconstruction or repair is the responsibility of the Association or an Owner or Owners. The Board of Directors shall direct and control the manner and procedure of the payment and disbursement of all construction funds.

12.6 Equitable Relief. In the event of major damage to or destruction of part of the Insurable Property, and in the event the Insurable Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time (and it has not been determined hereunder not to repair or reconstruct the subject property), any Member shall have the right to petition a court of equity, having jurisdiction in and for the County, for equitable relief.

* * * * *

WITNESS my signature hereto this 2 day of May, 2001, at Boynton Beach, Palm Beach County, Florida.

OCEAN RIDGE YACHT CLUB
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
President

Shirley White
(PRINT NAME)

[Signature]
Witness

Attest: [Signature]
Secretary

Kathleen King
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 2 day of May, 2001 by Charles Cannone and Norman Levine, as President and Secretary respectively, of Ocean Ridge Yacht Club Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced ARE Personally Known as identification and did take an oath.

[Signature] (Signature)

JANET HUCKABY (Print Name)



Notary Public, State of Florida at Large

BECKER & POLIAKOFF, P.A.

500 Australian Avenue South, 9th Floor
West Palm Beach, Florida 33401

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Florida Offices

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3111 Stirling Road
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FL Toll Free: (800) 432-7712

Boca Raton*

Clearwater

Ft. Myers

Hollywood

Melbourne*

Miami

Naples

Orlando

Port Charlotte*

St. Petersburg

Sarasota

Tallahassee

Tampa

West Palm Beach

* available for consultation
by appointment only

International Offices:

Beijing,
People's Republic
of China

Prague,
Czech Republic

Bern, Switzerland*

Reply To:
Peter C. Mollengården, Esq.
Direct Dial: (561) 820-2872
pmolleng@becker-poliakoff.com

May 2, 2001

PRIVILEGED AND CONFIDENTIAL

Board of Directors
Ocean Ridge Yacht Club
Homeowners Association, Inc.
c/o Association Management Group, Inc.
Attn: Janet Huckaby, Manager
7187 Thompson Road
Boynton Beach, Florida 33462

RE: Maintenance and Repair of Property

Dear Board Members:

This letter is in response to your request, received by e-mail on April 30, 2001, regarding who is responsible for the maintenance and repair of a broken water line under a lot and the driveway located on such lot. It is our understanding that a water main broke or ruptured under a driveway, which in turn caused extensive damage to the driveway.

Section 4.3 of the Declaration of Covenants and Restrictions for Ocean Ridge Yacht Club sets forth certain property which the Association is responsible to maintain and repair. Section 4.3.1.2 of the Declaration provides that the Association will be responsible for all streets and driveways within the Ocean Ridge Yacht Club, including driveways located on any lot, parcel or unit, provided the cost of repairing any damage caused by the negligence of the parcel owner or his tenants, guests, family members, invitees or licensees, shall be levied as an Individual Assessment against the parcel. Therefore, if the break or rupture of the water line was not caused by the negligence of the parcel owner or his tenants, guests, family members, invitees or licensees, then the repair of the driveway is the responsibility of the Association.

Regarding the water line or main located under the driveway, assuming that such water line is located within the owner's lot, rather than

Board of Directors
Ocean Ridge Yacht Club
Homeowners Association, Inc.
May 2, 2001
Page 2

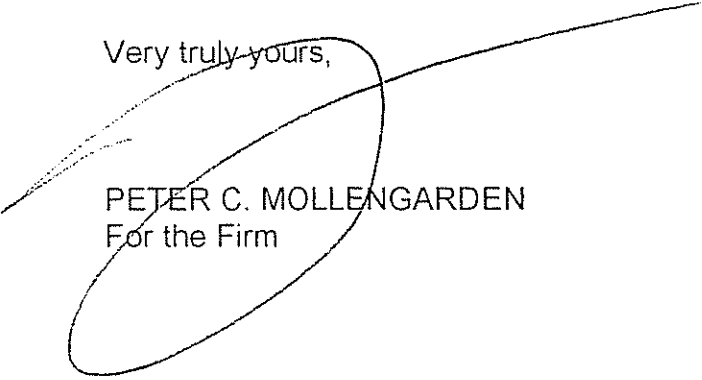
the common area, please note that Section 8.2.1 of the Declaration provides that except as otherwise provided in the Declaration, the owner of each parcel shall be responsible for maintaining all interior and exterior areas of his dwelling, and all other improvements located on his Parcel, including, without limitation, any balcony, trellis, terrace, garden, garage or similar areas located on such parcel. Please note that such section of the Declaration previously also referred to driveways, but such reference was deleted by amendment.

Section 1.19 of the Declaration defines "improvements" as meaning and referring to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object.

Therefore, the water line or water main located within any owner's lot or parcel is the maintenance and repair responsibility of such owner.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,



PETER C. MOLLENGARDEN
For the Firm

PCM/dj
190115_1

BECKER & POLIAKOFF, P.A.

500 Australian Avenue South, 9th Floor
West Palm Beach, Florida 33401

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Florida Offices

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Boca Raton*

Clearwater

Ft. Myers

Hollywood

Melbourne*

Miami

Naples

Orlando

Port Charlotte*

St. Petersburg

Sarasota

Tallahassee

Tampa

West Palm Beach

* available for consultation
by appointment only

International Offices:

Beijing,
People's Republic
of China

Prague,
Czech Republic

Bern, Switzerland*

April 10, 2001

Board of Directors
Ocean Ridge Yacht Club
Homeowners Association, Inc.
c/o Association Management Group, Inc.
Attn: Janet Huckaby, Manager
7187 Thompson Road
Boynton Beach, Florida 33462

RE: Recordation of Certificate of Amendment

Dear Board of Directors:

Enclosed is a Certificate of Amendment to the Declaration prepared in accordance with the proposed amendments which you advise were approved at your members meeting.

Kindly review the content of the amendments to assure that they set forth accurately the amendments as passed by the membership. In the event that any language needs correction, please advise me and the respective changes will be made prior to forwarding the amendments for recordation.

If the amendments meet with your approval, have the President and Secretary sign before a notary public for the State of Florida and before two different witnesses and return the executed copy to me together with a check in the amount of \$15.60 made payable to Clerk of the Court.

Please be sure to type the names of the witnesses below the signature lines, as the Clerk's office will not record if not complete.

If you have any questions, please do not hesitate to call.

Very truly yours,

PETER C. MOLLENGARDEN
For the Firm

PCM/dj
Enclosure
188871_1

BECKER & POLIAKOFF, P.A.

OK
2/20

The Ocean Ridge Yacht Club
Homeowners Assoc., Inc.
C/O Assoc. Mgmt. Group
7187 Thompson Road
Boynton Beach, Fl 33426
561-965-4486

Suntrust Bank, N.A.
Boca Raton, FL
63-607
670

1385

5/1/2001

Pay to the
Order of Clerk of Court

\$15.60

Fifteen and 60/100***** DOLLARS

Clerk of Court

Memo: filing amendments

⑈001385⑈ ⑆067006076⑆0494002031209⑈

The Ocean Ridge Yacht Club

1385

Clerk of Court

5/1/2001

15.60

Suntrust Bank filing amendments

15.60

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
OCEAN RIDGE YACHT CLUB

WHEREAS, the Declaration of Covenants and Restrictions for Ocean Ridge Yacht Club has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4943 at Page 1081; and

WHEREAS, at a duly called and noticed meeting of the membership of Ocean Ridge Yacht Club Homeowners Association, Inc., a Florida not-for-profit corporation, held on March 19, 2001, the aforementioned Declaration of Covenants and Restrictions was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
OCEAN RIDGE YACHT CLUB

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE 12

RECONSTRUCTION OR REPAIR AFTER CASUALTY

* * *

12.4 Special Assessments and Individual Assessments. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy with respect to damage to any Common Property (not including the Optional or Appurtenant Boat Slips) shall be assessed equally against all Members as a special Assessment, provided, however, to the extent of the damage to the Optional or Appurtenant Boat Slips, the amount by which an award of insurance proceeds is reduced on account of a deductible clause shall be assessed only against the Boat Slip Owners, as a Boat Slip Assessment and, to the extent of any damage to a Dwelling, Lot or Parcel, the amount by which an award of insurance proceeds is reduced on account of a deductible clause shall be the responsibility of the applicable Parcel Owner, or the Board of Directors of the Association may elect to assess such costs against such Owner(s) and their Parcel(s) as Individual Assessments. If the proceeds of such special Assessment (or Boat slip Assessment) and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs, provided, however, to the extent of the damage to the Appurtenant or Optional Boat Slips, additional funds, as needed, shall be obtained by levying additional boat Slip Assessments against the Boat Slip Owners, and, to the extent of any damage to a Dwelling, Lot or Parcel, additional funds, as needed, shall be the responsibility of the applicable Parcel Owners, or the Association may elect to levy Individual Assessments against such Owner(s) and their Parcel(s) for such additional funds.

12.5 Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association, and funds collected by the Association from special Assessments and Individual Assessments against Members and from Boat Slip Assessments shall be distributed in payment of such costs in the following manner:

12.5.1 Association. If the total of special Assessments and Individual Assessments, or Boat Slip Assessment made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the sums paid upon such special Assessments and Individual Assessments shall be deposited by or deposited with the Insurance Trustee, if applicable. In all other cases, the Association shall hold the sums paid upon such special Assessments and Individual Assessments and disburse them in payment of the costs of reconstruction and repair.

12.5.2 Association. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections of special Assessments and Individual Assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

12.5.2.1 Association – Lesser Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

12.5.2.2 Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Association or Insurance Trustee shall be disbursed in payment of such costs in the manner required by the board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

12.5.2.3 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the Members, provided, however, that that portion of such surplus attributable to Boat Slip Assessments shall be distributed, equally, only to Boat Slip Owners.

12.5.2.4 Certificate and Payment of Construction Funds. Notwithstanding the provisions of this Declaration, the Association or Insurance Trustee shall not be required to determine whether or not sums paid by the Members upon special Assessments, Individual Assessments or Boat Slip Assessments shall be deposited with the Association or Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Association or Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid. All construction funds (insurance proceeds, and special assessments and any Individual Assessments) shall be used to repair and reconstruct the Insurable Property as determined by the Board of Directors of the Association unless all or any portion of the Insurable Property will not be repaired or reconstructed as determined under this Declaration. The disbursement of all construction funds shall be as determined by the Board including, without limitation, the manner of payment to contractors and other payees and notwithstanding whether the reconstruction or repair is the responsibility of the Association or an Owner or Owners. The Board of Directors shall direct and control the manner and procedure of the payment and disbursement of all construction funds.

12.6 Equitable Relief. In the event of major damage to or destruction of part of the Insurable Property, and in the event the Insurable Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time (and it has not been determined hereunder not to repair or reconstruct the subject property), any Member shall have the right to petition a court of equity, having jurisdiction in and for the County, for equitable relief.

* * * * *

WITNESS my signature hereto this 2 day of May, 2001, at Boynton Beach, Palm Beach County, Florida.

OCEAN RIDGE YACHT CLUB
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
President

Shirley White
(PRINT NAME)

Attest: [Signature]
Secretary

[Signature]
Witness

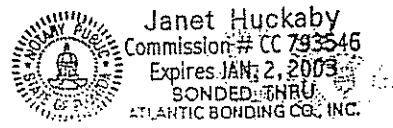
Kathleen King
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 2 day of May, 2001 by Charles Cannone and NORMAN Levine, as President and Secretary respectively, of Ocean Ridge Yacht Club Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced ARE PERSONALLY KNOWN as identification and did take an oath.

[Signature] (Signature)

JANET HUCKABY (Print Name)



Notary Public, State of Florida at Large

LAW OFFICES

BECKER & POLIAKOFF, P.A.

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West Palm Beach, Florida 33401

Phone: (561) 655-5444 Fax: (561) 832-8987
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Florida Offices

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Boca Raton*

Clearwater

Ft. Myers

Hollywood

Melbourne*

Miami

Naples

Orlando

Port Charlotte*

St. Petersburg

Sarasota

Tallahassee

Tampa

West Palm Beach

* available for consultation
by appointment only

International Offices:

Beijing,
People's Republic
of China

Prague,
Czech Republic

Bern, Switzerland*

March 1, 2001

Board of Directors
Ocean Ridge Yacht Club
Homeowners Association, inc.
c/o Association Management Group, Inc.
Attn: Janet Huckaby, Manager
7187 Thompson Road
Boynton Beach, FL 33426

RE: Recorded Certificate of Amendment

Dear Board Members:

Enclosed please find a copy of the recorded Certificate of Amendment to the Declaration which was recorded in the Public Records of Palm Beach County, in Official Records Book 12312 at Page 1831. We have retained the original for our file.

Please do not hesitate to contact this office with any questions you may have.

Very truly yours,

PETER C. MOLLENGARDEN
For the Firm

PCM/dj
Enclosure
186714_1

BECKER & POLIAKOFF, P.A.

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
OCEAN RIDGE YACHT CLUB

WHEREAS, the Declaration of Covenants and Restrictions for Ocean Ridge Yacht Club has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4943 at Page 1081; and

WHEREAS, at a duly called and noticed meeting of the membership of Ocean Ridge Yacht Club Homeowners Association, Inc., a Florida not-for-profit corporation, held on December 4th 2000, the aforementioned Declaration of Covenants and Restrictions was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR OCEAN RIDGE YACHT CLUB

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

4.8 Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.8.5 The right of the Association to maintain and improve the Common Property, and the right of the Association to approve improvements and alterations to the Common Property by the Owners pursuant to Section 9.1.28 of this Declaration.

9.1.28 Common Property. Except as otherwise provided in Section 9.1.8 of this Declaration concerning landscaping installed with the prior approval of the Association and except as provided in this Section 9.1.28, no Owner shall have the right to perform any maintenance, repairs or alterations of the Common Property, or the Improvements located thereon, nor shall any Owner have the right to construct any Improvements of any type or nature whatsoever on the Common Property. No Owner shall interfere in any way with the maintenance and repair of the Common Property or the Improvements located thereon by the Association, its agents, employees or any management entity contracted by the Association. Notwithstanding the foregoing, an Owner may make repairs, alterations or improvements to any Boat Slip (including, without limitation, the finger pier and pilings serving or appurtenant to said Boat Slip) assigned to such Owner's parcel with the prior written approval of the Board of Directors of the Association, which approval may be denied or withheld at the sole and absolute discretion of the Board of Directors. The Board of Directors may establish procedures from time to time for the submission of proposed repairs, alterations or improvements. With respect to any approved repairs, alterations or improvements, the Owner shall (i) pay for all permits and costs associated them with, (ii) utilize contractors who are

licensed, adequately insured (as reasonably determined by the Board) and approved by the Board of Directors and (iii) indemnify, defend and hold harmless the Association and its officers, directors, members, agents and employees from any claims, costs, causes of action, injury, damage, expense or liability of any nature related to the construction, installation, maintenance, repair, replacement or presence of such repairs, alterations or improvements. Notwithstanding the foregoing, the Board of Directors shall not approve any repairs, alterations or improvements to a Boat Slip (including any Common Property serving such Boat Slip such as, without limitation, any dock, finger pier, piling, seawall, etc.) proposed by any Owner which would limit, interfere with or adversely affect any other Owner's use of any Boat Slip or the Common Property or any Owner's Parcel or Dwelling, or which would expand the Owner's Parcel or assigned Boat Slip (if any) (not including minor or negligible encroachments resulting from the construction or improvement of any Dwelling in accordance with this Declaration) or otherwise result in taking or annexing any portion of the Common Property for the private use and enjoyment of such Owner which was not already assigned for the exclusive use of such Owner (such as an assigned Boat Slip). No repair, alteration or improvement approved hereunder may interfere with or adversely affect any Owner's use or enjoyment of such Owner's Parcel or any assigned Boat Slip. Any approved repairs, alterations or improvements must comply with all applicable local, state and federal codes, ordinances, statutes and regulations, including, without limitation, applicable building code and permit requirements. The approval of any repair(s), alteration(s) or improvement(s) in any instance shall not preclude the Board of Directors from denying approval of a subsequent request or submission of the same or similar repair(s), alteration(s) or improvement(s), and any approval shall in no manner be regarded as any type of representation by the Board of Directors or the Association that the proposed repair(s), alteration(s) or improvement(s) comply with applicable statutory, regulatory or other governmental requirements. The Board of Directors may, from time to time, adopt and amend specifications or guidelines with respect to proposed repair(s), alteration(s) or improvement(s), provided, however, the failure to adopt such specifications or guidelines or the repeal of the same, in whole or part, shall not affect the ability or authority of the Board to approve or disapprove any proposed repair(s), alteration(s) or improvement(s) in its sole and absolute discretion. Unless otherwise determined by the Board of Directors in its sole and absolute discretion, the maintenance and repair of any repair(s), alteration(s) or improvement(s) to a Boat Slip made under this Section 9.1.28 shall be the responsibility of the Owner of the Lot to which the Boat Slip is assigned and such maintenance and repair responsibility and obligation to indemnify, defend and hold harmless the Association and its officers, directors, members, agents and employees under this Section 9.1.28 shall run with such Lot and be binding upon successors and assigns of any ownership interest in or to said Lot. In the event of any dispute as to which Owner is responsible for such maintenance and repair, the Board of Directors shall resolve the same and the Board's decision shall be final. In the event any Owner fails to perform his/her maintenance or repair responsibilities under this Section 9.1.28, the Association, upon seven (7) days written notice (except in the case of an emergency when immediate action is needed to protect property or persons from damage or injury as determined by the Board of Directors in its discretion) may perform such maintenance and/or repairs, the cost of which shall be assessed against the Owner's Lot and shall be a lien upon said Lot in favor of the Association and enforceable in the same manner as the Association's lien for common expenses under this Declaration. Such costs and expenses shall also be the personal obligation of the Owner.

Any repair(s), alteration(s) or improvement(s) to the Boat Slips which were approved by the Board of Directors prior to the date of this amendment to this Section 9.1.28 and which were made, installed or constructed prior to such date, shall hereby be regarded as approved under this Section 9.1.28.

No Owner may place, store, maintain or keep any items, objects or personalty on the Common Property such as, without limitation, barbecue grills, toys or recreation equipment.

* * * * *

WITNESS my signature hereto this 22 day of January, 2001, at Boynton Beach, Palm Beach County, Florida.

OCEAN RIDGE YACHT CLUB
HOMEOWNERS ASSOCIATION, INC.

Shirley White
Witness

By: Charles Cannon
President

Shirley White
(PRINT NAME)

Kathleen King
Witness

Attest: [Signature]
Secretary

Kathleen King
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 22 day of January 22, 2001 by Charles Cannon and Norman Leide, as President and Secretary respectively, of Ocean Ridge Yacht Club Homeowners Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced are personally known as identification and did take an oath.

Janet Huckaby (Signature)

JANET HUCKABY (Print Name)

Notary Public, State of Florida at Large

182769_1



Janet Huckaby
Commission # CC 793546
Expires JAN. 2, 2003
BONDED THRU
ATLANTIC BONDING CO., INC.

BECKER & POLIAKOFF, P.A.

500 Australian Avenue South, 9th Floor
West Palm Beach, Florida 33401

Phone: (561) 655-5444 Fax: (561) 832-8987
(800) 462-7783

Internet: <http://www.becker.poliakoff.com>
E mail: bp@becker-poliakoff.com

Peter C. Mollegarden, Esq.
Direct Dial: (561) 820-2872
pmolleng@becker-poliakoff.com

Florida Offices

Administrative Office
3111 Stirling Road
Ft. Lauderdale, FL 33312
FL Toll Free: (800) 432-7712

March 2, 2000

Boca Raton* Board of Directors
Clearwater Ocean Ridge Yacht Club
Ft. Myers Homeowners Association, Inc.
Hollywood c/o Association Management Group, Inc.
Melbourne* Attn: Janet Huckaby, Manager
Miami 7187 Thompson Road
Naples Boynton Beach, FL 33426

Orlando
Port Charlotte*
St. Petersburg
Sarasota
Tallahassee
Tampa
West Palm Beach

RE: Recorded Certificate of Amendment

Dear Board Members:

Enclosed please find a copy of the recorded Certificate of Amendment to the Declaration of Covenants and Restrictions which was recorded in the Public Records of Palm Beach County, in Official Records Book 11615 at Page 1847. We have retained the original for our file.

* available for consultation
by appointment only

International Offices: Please do not hesitate to contact this office with any questions you may have.

Beijing,
People's Republic
of China
Prague,
Czech Republic
Bern, Switzerland*

Very truly yours,

PETER C. MOLLENGARDEN
For the Firm

PCM/dj
Enclosure

BECKER & POLIAKOFF, P.A.

