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DECLARATION OF COVENANTS

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS 28 PA 4 10

RECORD VERIFY

FOR
THE REEF

RECEIVED

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed this 6th day of May, 1992, by SOUKUP DESIGN HOMES, INC., a Florida corporation, (hereinafter referred to as "Declarant"), joined by THE REEF HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that real property located in Martin County, Florida, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the intent of the Declarant to establish a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, Assessments, charge liens and other provisions hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

ARTICLE I
DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.

1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Lot within the Property, for the purposes, and subject to the terms, set forth herein.

1.4 "Association" shall mean and refer to The Reef Home Owners Association, Inc., a Florida corporation not for profit, and its successors and assigns.

1.5 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.6 "Bylaws" shall mean and refer to the Bylaws of the Association as they may exist from time to time.

PREPARED BY:
Richard Harpenau
10766 SE Federal Highway
Hobe Sound, FL 33455

1.7 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.8 "Common Property" shall mean and refer to all portions of the property which are intended for the common use and enjoyment of the Owners, and shall specifically include, but not limited to, the recreation area, and tennis court and which are conveyed to the Association by deed or which are dedicated to the Association on any recorded plat of the Property, and all real, personal or other property which may at any time be acquired by the Association.

1.9 "Common Vegetated Area" shall mean and refer to that portion of the property identified as such on the Plat. Absolutely no alteration of aforementioned will be allowed without Association's written approval.

1.10 "County" shall mean and refer to Martin County, Florida.

1.11 "Declaration" shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.

1.12 "Declarant" shall mean and refer collectively to SOUKUP DESIGN HOMES, INC., a Florida corporation, its successors and assigns.

1.13 "Developer" shall mean and refer collectively to MARLIN CONSTRUCTION & DEVELOPMENT, INC., a Florida corporation, its successors and assigns.

1.14 "Dwelling" shall mean and refer to any detached single family dwelling constructed, or to be constructed, on a Lot.

1.15 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, parking and building addition, alteration, screen enclosure, guest house, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object.

1.16 "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Declarant, an agency of the United States Government, or Declarant, which holds a first mortgage of public record on any Lot, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors.

1.17 "Lot" shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Dwelling, and which is designated as a "Lot" on any subdivision plat of the Property.

1.18 "Member" shall mean and refer to a member of the Association.

1.19 "Native Vegetated Setback Area" Shall mean and refer to the depicted area on the plat, specifically on the lot sides of Lots 15, 16 and 17. Management of these areas are described in the P.A.M.P. attached hereto as Exhibit "C".

1.20 "Owner" or "Parcel Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure of any proceeding in lieu of foreclosure.

1.21 "Parcel" shall mean and refer to a Lot, and the dwelling located thereon, if any.

1.22 "Preserve Area" means and refers to any parcel shown as such upon the Property described in Exhibit A and on the Plat for the subject property filed in the Public Records of Martin County, Florida.

1.23 "Preserve Area Management Plan" means and refers to that plan used to govern all activities relating to the upland, preserve areas and transition zones as shown in Exhibit "B", and on the Plat. It is made a part of this Declaration and is recorded as shown in Exhibit "C" attached hereto.

1.24 "Property" shall mean and refer to that real property legally described in Exhibit "A" attached hereto and made a part hereof, and such additional real property as may be subjected to the imposition of this Declaration from time to time, pursuant to Article 2 of this Declaration.

1.25 "Recreation Area" shall mean and refer to that part of the Common Area comprising of a tennis court and swing set and other such recreational apparatus as Declarant or Association may so desire.

1.26 "The Reef" shall mean and refer to that residential subdivision located in Martin County, Florida.

1.27 "Transition Zone" shall mean and refer to that area shown in Exhibit "B" and the Plat of a 50 foot wide buffer area landward of the Mean High Waterline along lots 11 through 16. Absolutely no construction, alteration or improvements are permissible without Martin County Growth Management Department's written approval.

1.28 "Upland Preserve Area" These areas exist throughout the project and are depicted on the Plat and on Exhibit "B". No alteration except in compliance with the Preserve Area Management Plan approved by Martin County which is attached hereto as Exhibit "C".

1.29 "Upland Preservation Area Easements" These areas exist throughout the project and are depicted on the Plat and on Exhibit "B". Specifically, they are located on Lots 1, 4, 5, 16, 17, 29, 30 and 31. No alteration except in compliance with the Preserve Area Management Plan approved by Martin County which is attached hereto as Exhibit "C".

1.30 "Water Management Tract" is defined as an area to store and dispose of storm run-off and is shown on Exhibit "B" and/or on the Plat for the subject Property filed in public records of Martin County, Florida.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The initial property subject to this Declaration upon the recordation hereof in the County Public Records, is the Property.

2.2 Additional Property. Declarant may, at any time and from time to time, subject additional property to this Declaration, describing such additional property. Such amendments may be made by Declarant without the joinder or consent of the Association, other Owners or mortgagee of any portion of THE REEF or any other person or entity, provided however, that Declarant must give notice to the Association and all owners prior to any such amendment, and give the Association and all Owners a reasonable time to object to such an amendment.

ARTICLE 3
ASSOCIATED HOME OWNERS OF THE REEF

3.1. Formation. At or about the time of the recording of this Declaration, Declarant has caused the Association to be formed, by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration; and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the Bylaws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and Bylaws, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part I (1982) (the "Florida Not For Profit Corporation Act"), in existence as of the date of recording the Declaration in the public records of the County.

3.2. Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Parcel, by filing a deed therefor in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the Parcel conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of Parcel(s) subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a parcel only as security for the performance of an obligation shall be a Member. Developer and Declarant shall be considered Members of the Association from and after the date of recordation of this Declaration in the public records of the County.

3.3. Voting. The Association shall have one (1) class of voting membership. Each Member, including the Declarant and Developer, shall be entitled to one (1) vote for each Parcel owned by such member as to matters on which the membership shall be entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws of the Association. Any Member who owns more than one (1) parcel, shall be entitled to exercise or cast one (1) vote for each such Lot. When more than one (1) person owns a parcel, all such persons shall be Members and the vote for such Parcel shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Parcel. With respect to each Parcel owned by other than a natural person, or persons, the Owner shall file with the Secretary of the Association a certificate designating the name of an individual who shall be authorized to cast the vote of such owner. If the certificate is not on file, the Owner(s) shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Parcel shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Parcel, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless, prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Parcel at the meeting in which case the certificate requirements set forth above shall apply.

3.4. Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in

accordance with this Declaration, the Articles of Incorporation and the Bylaws of the Association. The Articles of Incorporation and Bylaws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant, without Declarant's or Developer's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

3.5. Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provisions of this Declaration or of any rules or regulations promulgated by the Association.

3.6 Control by Declarant and Developer. Anything contained herein to the contrary notwithstanding, Declarant and/or Developer shall have the right to retain control of the Association until Declarant has closed the sale of twenty-five (25) of the Parcels or until such earlier time as is determined by the Declarant and/or Developer, in their sole and absolute discretion. At the time of turnover of control of the Association, the Association shall record a Notice of Turnover in the public records of the County, which Notice of Turnover shall specify a list of the appointed officers. So long as Declarant retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and of the Architectural Review Board and to approve the appointment of all officers of the Association, and no action of the membership of the Association shall be effective unless, and until, approved by the Declarant and/or Developer. After the turnover of control, and so long as Declarant owns any Parcels within The Reef, Declarant and/or Developer shall be entitled to appoint one (1) member of the Board of Directors, which director shall not be required to be a member of the Association. In the event that Declarant and/or Developer shall enter into any contracts or other agreements for the benefit of Owners, or the Association, Declarant and/or Developer may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

ARTICLE 4 COMMON PROPERTY

4.1 Title to Common Property. The Declarant shall convey title to the Common Property to the Association within forty-five (45) days subsequent to total development of the Property by the Developer and acceptance thereof by Martin County and other regulatory bodies. Notwithstanding any delay in the conveyance of title to the Common Property, the Association shall be responsible for the management, maintenance and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property, from and after the date of recordation of this Declaration.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its members, which property shall be referred to herein as "Common Property". Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory

use interests as the Association may determine to be beneficial to its Members. The Association shall not be dissolved nor dispose of any Common Property, by sale or otherwise, (except to an organization conceived and organized to own and maintain the Common Property) without first receiving approval from the Board of County Commissioners. The Board, as a condition precedent to the dissolution or disposal of Common Property, may require dedication of common open areas or utilities to the public as deemed necessary.

4.3 Maintenance of Property.

4.3.1. The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Property as hereinafter set forth. Specifically, the property to be maintained by the Association shall include, but not be limited to, the following:

4.3.1.1 The entrance wall of THE REEF and the shrubbery and other landscaping located along the entrance wall.

4.3.1.2 The parking area and the walk to the recreation area as shown on Exhibit B.

4.3.1.3 The lighting and electronic gate located along the entrance wall.

4.3.1.4 The drainage retention tracts of THE REEF as shown on the plat of the Property.

4.3.1.5 The Preserve Areas as shown on the plat of the Property must be maintained in accordance with the Preserve Area Management Plan as can be seen on Exhibit "C" attached hereto. Martin County Land Development Code and Comprehensive Plan requires a Preserve Area Management Plan to govern all activities relating to upland and transition zone preservation areas so noted on the Development Site Plan of THE REEF. Said plan will assure the viability of all preservation zones within the project during construction and post construction activities.

4.3.1.6 The Street.

4.3.1.7 The tennis court, its lights (if applicable) and the recreation area.

4.3.1.8 The irrigation pumps (if applicable), system or time clocks for common areas.

4.3.1.9 The utility easement located between Lots 8 and 9.

4.3.2 The Association shall be responsible for mowing and keeping clear of debris and vegetation (including weeds, underbrush and unsightly growths) all Lots which have been conveyed by Declarant to Owner(s), provided that construction of a Dwelling on the Lot has not yet been completed. Completion of construction shall be defined as issuance of a Certificate of Occupancy for the Dwelling. The cost of such mowing and upkeep shall be assessed against the particular Owner as an Individual Assessment pursuant to Article 6 of this Declaration.

4.3.3 The bike path which is shown on the plat of the Property shall be the maintenance responsibility of the County.

4.3.4 Declarant and/or Developer, their successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Declarant and/or Developer may deem necessary in order to maintain the Common

Property. No management agreement between the Association and Declarant and/or Developer, or their successors or assigns, shall be held invalid solely for the reason that at the time of entering into the management agreement, the employees, officers or agents of Declarant and/or Developer or their successors or assigns, are officers, directors and/or employees of the Association.

4.3.5 If the Association fails at any time to maintain the Common Property in reasonable order and condition in accordance with the approved final development plan, then the Board of County Commissioners can serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within THE REEF, which notice shall set forth the manner in which the organization has failed to maintain the Common Property in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or in the alternative that such organization appear before the Board at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Property or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the Board may have allowed, then the Board, in order to preserve the taxable values of the real property within the development and to prevent the Common Property from becoming a public nuisance, shall hold a public hearing to consider the advisability of the County entering upon such Common Property and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within THE REEF and shall be published one time in a newspaper of general circulation published in the County. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the Board may determine that it is or is not advisable for the County to enter upon such Common Property, take possession of them and maintain them for one (1) year. Martin County shall have the right of entry, possession and maintenance, provided that the above procedures have been followed and that such entry, possession and maintenance shall not constitute a trespass. Such entry, possession and maintenance shall not give the public any right to use the Common Property. The Board may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such Common Property to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one (1) year periods. The cost of such maintenance by the County shall be assessed ratably against the properties within the development that have a right to enjoyment of the Common Property and shall become a charge or lien on said properties, and such charge shall be paid by the owners of said properties within thirty (30) days after receipt of a statement therefor.

4.4 Rules and Regulations Governing Use of Common Property. The Association, through its Board of Directors, shall regulate the use of the Common Property by Members and Owners, and may from time to time promulgate such rules and regulations consistent with this Declaration and the Preserve Area Management Plan, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations and all provisions, restrictions and covenants, including, without limitation, all architectural and use restrictions contained in this Declaration, may be enforced by legal or equitable action of the Association.

4.5 Owners Easement of Enjoyment. Subject to the provisions hereinbelow, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be

appurtenance to, and shall pass with, the title to each Parcel.

4.6 Extent of Owner's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

4.6.1 The right of Declarant and the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage the Common Property.

4.6.2 The right of Declarant and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.6.3 The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, or any of the rules and regulations of the Association.

4.6.4 The right of the Association to properly maintain the Common Property.

4.6.5 The rules and regulations governing the use and enjoyment of the Common Property, as promulgated by the Association.

4.6.6 The right of the Declarant and the Association to dedicate or transfer all, or any part, of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district, or other entity or person.

4.6.7 Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

4.6.8 All of the provisions of this Declaration, the Preserve Area Management Plan, and the Articles of Incorporation and Bylaws of the Association and all exhibits thereto, as same may be amended from time to time.

4.6.9 The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Property, and the Parcels for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, telephone cables security wires and street lights. Easements for such utility services are reserved by Declarant for all buildings and Improvements which have been or may be constructed on the Property and Declarant may grant specific easements to utility companies and others as reasonably necessary.

4.6.10 The Declarant or the Association, may grant easements over the Common Property for community irrigation supply lines, cable television, telephone or similar operations. However, the granting of such easements shall be in the sole and absolute discretion of the Declarant or the Association. No easement provided for herein or on any plat of the Property may be used for the above purposes without the consent of the Association or the Declarant, which consent may be made in their sole and absolute discretion. The rights granted herein may not be eliminated or limited by the Association except with the written approval of the Declarant.

4.6.11 In case of any emergency originating in, or threatening any parcel, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by the Association, or the management agent under a management agreement, shall have the right to enter such Parcel and the Improvements located thereon,

for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

4.6.12 The Owners' easements of enjoyment shall be subject to the rights reserved by Declarant, for future development of the Property. As a material condition for ownership of Parcel, each Owner, by accepting a deed to a Parcel releases Declarant and Developer from any claim for interference with his quiet enjoyment of his Parcel, or the Common Property, due to the development of the Property, whether or not the construction operations are performed on the Common Property or the Parcels, and each Owner acknowledges and agrees that Declarant and Developer shall have the sole right of design, construction, development and improvements of the Common Property, and the Parcels within the Property.

4.7 Continual Maintenance. Subject to Paragraph 4.2 of this Declaration, the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

ARTICLE 5
EASEMENTS

5.1 Easement Grants. The following easements are granted or reserved over, across and through the Property:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats for the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted or remain, unless such structure, planting or other material was installed by the Declarant or Developer. The Association, utility companies serving the Property and their respective assigns are hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association and other entities as shown on the recorded plat of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Declarant or Developer. The Association and its successors and assigns (and any other entity indicated on the plat) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

5.1.3 The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties and may have reasonable access to all property dedicated to the Association to the recorded plat(s) of the Property or conveyed to the Association by deed.

5.1.4 An easement is hereby granted to each Institutional Mortgagee holding a first mortgage upon any portion of the Property, for the purpose of access to the property subject to its mortgage.

5.1.5 Easements are hereby reserved throughout the Common Property including, without limitation, the Street and the

easements shown on the plat of the Property by Declarant, for its reasonable use and the reasonable use of its agents, employees, licensees and invitees, for all purposes.

5.1.6 An easement for encroachments is hereby granted in the event that any Dwelling or any part of a Dwelling, including without limitation, any screen porch or any other Improvement, now or hereafter encroaches upon another Parcel due to minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement or otherwise. The encroaching Improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachments shall also include an easement for the maintenance and use of the encroaching Improvements.

5.1.7 Access easements for those easements specific to Lots 29, 30 and 31 for the purposes of being allowed access through the dedicated preserve area easement.

5.2 Additional Easements. Declarant, Developer and the Association, shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies and for private utility services) and to relocate existing easements throughout the Property as the Declarant, Developer or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

5.3 Preserve Area Easements. These areas exist throughout the project and are depicted on the Plat and on Exhibit "B". Specifically they are located on Lots 1, 4, 5, 16, 17, 29, 30 and 31. Absolutely no alteration except in compliance with the Preserve Area Management Plan as shown on Exhibit "C" attached hereto.

5.4 Restriction on Owner Easements. Except as specifically provided in paragraph 5.2 above with respect to the Declarant, Developer and the Association, no Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the A.R.B.

5.5. Upland Preserve Areas. Upland Preserve Areas exist through the entire project as depicted on the Plat. Absolutely no alteration except in compliance with the Preserve Area Management Plan as shown on Exhibit "C" attached hereto.

5.6 Common Vegetated Areas. Common vegetated areas exist within the project and absolutely no alteration is allowed without the expressed approval of the A.R.B. These areas are to provide a sound and sight barrier between two adjoining lots.

5.7 Native Vegetated Setback Area. A Native Vegetated Setback Area is depicted on the lot sides of Lots 15, 16 and 17. Protection and management of these areas is to be accomplished in the following manner. All trees greater than 6 inches diameter at breast height (6" DBH) shall be preserved and no understory vegetation removed a radius distance of four feet from the trunk of the tree. Similarly, trees greater than 3 inches and up to 6 inches DBH shall be preserved and no understory vegetation removed a radial distance of two feet from the trunk of the tree.

ARTICLE 6 ASSESSMENTS AND LIENS

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Property and for the purpose of promoting the safety and welfare of the Owners thereof. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Association and the Common Property, property taxes and assessments against, and insurance coverage for, the Common Property; legal and accounting fees; management fees, normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement. As stated, assessments shall be for the maintenance and operation of the Common Property.

6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All Parcels, excluding those owned by Declarant, if Declarant owns more than two (2) lots, shall be assessed at a uniform rate to be determined by the Association, so that all Parcels subject to a general Assessment shall be assessed equally. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have authority to levy and collect additional general Assessments to meet such needs. General Assessments shall be collected annually and payable by December 15th of each year.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect a special Assessment from each Member for payment of the following: the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director, officer and member of the A.R.B. of the Association. All special Assessments shall be at a uniform amount for each parcel assessed. A special Assessment shall be collectible in such manner as the Board of Directors shall determine.

6.5 Emergency Special Assessments. The Association may levy an emergency special assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency special Assessments shall be collectible in such manner as the Board of Directors shall determine.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an individual Assessment against a particular Parcel for the cost of maintenance, repairs or replacements within the Parcel which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association endangered or impaired the use or value of other portions of the Property, or for the cost of mowing and clearing Lots of debris and vegetation, pursuant to Section 4.3.2 of this Declaration, or the cost of landscaping of a Lot, pursuant to Section 9.1.24.3 of the Declaration. The Association shall have a right of entry onto each Parcel to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance, or cap off a well that is sufficiently staining a drive, walk, house or landscaping with rust stain. The individual

Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Association shall determine.

6.7 Effect of Non-Payment of Assessments. All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the Florida usury laws, from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against the Parcel which the Assessment is made, and shall also be the continuing personal obligation of the Owner and/or Assignee thereof. The Association shall also record a Claim of Lien in the Public Records of the County, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Parcel assessed in the manner in which mortgages on real property are foreclosed, or a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the costs of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment, as above provided, and attorneys' fees incurred by the Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Parcel shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

6.8 Certificate of Assessments. The Association shall prepare a roster of Parcels and Assessments applicable thereof, which shall be kept in the office of the Association and shall be open to inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment of partial payment of any Assessment therein stated as having been paid or partially paid.

6.9 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Parcel pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Parcel from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any question of subordination.

6.10 Payments by Declarant. Declarant shall be exempt from paying the assessment attributable to each Parcel owned by

shall have no obligation to fund reserves or deficiencies for the Association at any time.

6.11 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

6.11.1 All property dedicated to, or owned by, the Association.

6.11.2 Any portion of the Property dedicated to the County.

ARTICLE 7 MAINTENANCE OF PROPERTY

7.1 Association Responsibilities. The Association shall be responsible for maintenance of the Common Property, as more fully described in Section 4.3 of this Declaration.

7.2 Parcel Owner Responsibilities. Except as specifically provided in Section 4.3.2 of this Declaration, the Owner of each Parcel shall be responsible for maintenance of the interior and exterior areas of his Dwelling and any other Improvements constructed upon such Parcel, as well as all exterior areas of his Parcel, including without limitation, landscaping, patio, terrace, garden areas, and for maintenance and weed control of the Preserve Areas, Native Vegetated Setback Area, or Preserve Area Easements that lie behind or along said Parcel and the street, as shown on the plat of the Property. The expense of any maintenance, repair or construction of any portion of the Common Property, or of any Improvements necessitated by the negligent or willful acts of an Owner, or his invitees, licensees, family or guests shall be borne solely by such Owner and his Parcel shall be subject to an Individual Assessment for such expense. All repairs and replacements made by an Owner shall be subject to the approval of the Architectural Review Board, as set forth in Article 9 of this Declaration.

ARTICLE 8 ARCHITECTURAL CONTROLS

8.1 Architectural Review and Approval. It is the intent of Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the Architectural Review Board (the "A.R.B.") shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements, as well as the general plan for development of all Parcels within the Property. The A.R.B. shall have the right to evaluate all plans and specifications for Parcels as to harmony of exterior design, landscaping, and location of any proposed Improvements, in relation to surrounding structures and topography and as to conformity with such other requirements as shall be adopted by the A.R.B. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes. The procedures for the A.R.B. shall be as set forth below.

8.2 Architectural Review. The A.R.B. shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions of the Association. The A.R.B. shall consist of a minimum of two (2) voting members who shall initially be named by the Declarant and/or Developer and who shall hold office at the pleasure of the

Declarant and/or Developer. Until turnover of control of the Association, as defined herein, the Declarant or Developer shall have the right to change the number of members on the A.R.B., provided, however, that the A.R.B. shall at all times consist of at least two (2) members; to appoint all members of the A.R.B.; and to remove and replace all members appointed to the A.R.B. The Declarant or Developer shall determine which member of the A.R.B. shall serve as its chairman, or which members of the A.R.B. shall serve as co-chairman. In the event of the failure, refusal or inability to act of any of the members appointed by the Declarant and/or the Developer, and in the event that the Declarant or Developer fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the A.R.B. shall fill such vacancy by appointment. At the time of turnover of control of the Association, as defined herein, or at such earlier date as Declarant or Developer, in their sole discretion may elect, the Declarant or Developer shall assign to the Association the rights, powers, duties and obligations of the A.R.B., whereupon the Board of Directors shall determine how many persons shall serve on the A.R.B., provided that the A.R.B. shall at all times consist of no less than two (2) members; shall appoint the members of the A.R.B.; shall provide for the terms of the members of the A.R.B.; and shall determine which member of the A.R.B. shall serve as its chairman. There shall be no requirement that any of the members of the A.R.B. be a member of the Association or an Owner within THE REEF. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the A.R.B.

8.3 Powers and Duties of the A.R.B. The A.R.B. shall have the following powers and duties:

8.3.1 No Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the A.R.B.

8.3.2 As part of the application process, three (3) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form as may be provided or required by the A.R.B. The A.R.B. may require submission of samples of building materials and colors proposed to be used. All construction shall be done by a licensed general contractor approved in writing by the A.R.B. Martin County Building Department will not issue a permit until the A.R.B. has approved the plans and approved the builder as indicated by the approval stamp used by the A.R.B. Fencing design must accompany the final working drawings submitted to the A.R.B., for any proposed Dwelling.

8.3.3 In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.

8.3.4 No later than fifteen (15) business days after receipt of all information required by the A.R.B. for final review (unless the applicant waives this time requirement), the A.R.B. shall respond to the applicant in writing. The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the

effect thereof on adjacent or neighboring property. In the event the A.R.B. fails to respond within said fifteen (15) day period (or such additional time as allowed by the applicant pursuant to a written waiver) the plans and specifications shall be deemed approved by the A.R.B.

8.3.5 Except as otherwise provided hereinbelow with respect to the construction of Dwellings, or as specifically excepted by the A.R.B., construction of all Improvements or which the approval of the A.R.B. is required under this Declaration, shall be completed within the time period specified by the A.R.B.

8.3.6 The A.R.B. shall, in all cases, have the right to determine and designate building set back lines necessary to conform to the general plan of THE REEF, in order to preserve the integrity of THE REEF. In this respect, the A.R.B.'s judgment and determination shall be final and binding.

8.3.7 Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the A.R.B. to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request therefor. Upon continued disapproval, any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within thirty (30) days of the A.R.B.'s decision. The Board of Directors shall meet to review the disapproval within thirty (30) days of applicant's written request therefor and shall make a final determination no later than thirty (30) days from such meeting. The Determination of the Board of Directors shall be final and binding upon the applicant provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

8.3.8 There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B. whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.B. or the terms of this Declaration, or any amendments hereto, or of any other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior approval of the A.R.B., the Owner shall, upon demand of the Association, cause such Improvement to be removed or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The A.R.B. is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Association shall be entitled to recovery of court costs, expenses, and attorneys' fees in connection therewith. All costs, expenses, and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided, however, that nothing provided herein shall be deemed to negate the Association's right to an award of the Association's and the A.R.B.'s attorneys' fees and costs if the Association is the prevailing party in any administrative or

judicial proceeding. In the event that any Owner fails to comply with the provisions contained herein or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Parcel a certificate of disapproval stating that the Improvements on the Parcel fail to meet the various requirements of the A.R.B.

8.3.9 The A.R.B. is empowered to publish or modify from time to time, design and development standards for THE REEF including but not limited to the following:

8.3.9.1 Roof and roof design.

8.3.9.2 Fences, walls and similar structures.

8.3.9.3 Exterior building materials and colors.

8.3.9.4 Exterior landscaping, irrigation and lighting.

8.3.9.5 Signs and graphics, mail boxes, address numbers and exterior lighting.

8.3.9.6 Building set backs, side yards and related height, bulk and design criteria.

8.3.9.7 Pedestrian and bicycle ways, sidewalks and pathways.

8.3.10 The A.R.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.R.B., on a case by case basis; provided, however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such a variance by the A.R.B. shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth herein on any other occasion.

8.3.11 Any and all alterations deletions, additions and changes of any type or nature whatsoever to the plans or specifications approved by the A.R.B. shall be subject to the approval of the A.R.B. in the same manner as required for approval of original plans and specifications.

8.3.12 Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Declarant and/or Developer, including Improvements made or to be made to the Common Property, shall not be subject to the review of the A.R.B.

8.3.13 The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid shall be deemed to be an Individual Assessment, enforceable against the Owner and the Parcel as provided hereinabove.

8.3.14 Neither the Declarant, Developer, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within THE REEF or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within THE REEF agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action

or suit against the Declarant, Developer, the directors or officers of the Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B. The Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the Declarant, Developer, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 9
USE RESTRICTIONS

9.1 Restrictions on Use of Parcels and Common Property.

9.1.1 Residential Use. All Parcels shall be used only as single family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Parcel, and no business may be conducted on any part thereof.

9.1.2 Pets. Parcel Owners may keep as pets, dogs, cats, tropical fish and birds; provided that no more than four (4) pets per Parcel shall be permitted with the exception of tropical fish, and that no such pets are kept, bred or maintained for any commercial purpose. All pets shall be restrained and/or kept on a leash under the control of a responsible person at all times when the pet is outside of a Dwelling. At no time shall a pet be allowed to enter upon any Parcel other than the Parcel on which the pet is kept. Pets shall only be allowed to use areas designated by the Board of Directors for exercise and relief. The pet owner shall be responsible at all times for cleaning up and removing all excrement after a pet relieves itself while on the Property and for appropriately disposing of said excrement using the sanitary containers on said Owner's Parcel. The Board of Directors of the Association shall have the right to order the removal of any pet which is considered a nuisance, in the Board's sole discretion. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

9.1.3 Lot Restrictions. One (1) Lot, as shown on the plat for the Property, shall be the minimum land area upon which a Dwelling may be constructed. Optionally, Lots 11 through 16 may have the right to construct a detached guest house as long as said guest house is no larger than 1150 square feet of living area. Said guest facility must meet all site setbacks, county regulations and be compatible or similar in design to the main house.

9.1.4 Floor Area. Each Dwelling on Lots 1 through 28 shall have a minimum floor area of 2,300 square feet. Each Dwelling on Lots 29 through 30 shall have a minimum floor area of 2,000 square feet. A two (2) story Dwelling shall have a distribution of living area among the two (2) stories which shall be approved by the A.R.B. The calculation of square footage of floor area living space shall not include: garages, covered walks, open and/or screened porches, patios, terraces, pool areas or other similar areas. Square footage measurements shall be taken from outside exterior walls of Dwellings.

9.1.5 Garages. Each Dwelling shall have an enclosed garage with sufficient space for a minimum of two (2) and a maximum of three (3) passenger automobiles. All garage doors shall be

operated by electric door openers, and should be positioned so as to not be directly exposed to the road with the exception of lots 17 through 20, and 29 through 31. No carports will be permitted. The enclosed garage shall have a minimum of 500 square feet as to provide for sufficient storage space and the proper storage of the specified vehicles.

9.1.6 Subdivision of Lots. No Lot shall be re-subdivided to form a lot smaller than a platted Lot; however, the Owner of two (2) contiguous Lots may apply to the A.R.B. for permission to use such Lots as a site for a single Dwelling; and, upon the written consent of the A.R.B., said contiguous Lots shall then be defined as the "Lot" for the purposes of this Declaration, except that the Lots shall continue to be treated as separate and distinct Lots for purposes of voting and Assessment. The Owner of such Lots shall not be required to comply with the side yard setbacks set forth herein, except that such Owners shall be required to comply with the outside Lot lines of the combined Lots.

9.1.7 Setbacks. Minimum setback requirements are as follows for Dwellings and any other Improvements:

9.1.7.A

<u>LOT #S</u>	<u>FRONT:</u>	<u>SIDE:</u>	<u>SIDE(2-Story)</u>	<u>REAR:</u>
1 thru 10 and 21 thru 28	30 feet	17 feet	22 feet	20 feet
11 thru 16	50 feet	15 feet	20 feet	20 feet
17 thru 19	25 feet	15 feet	20 feet	20 feet
20	25 feet	15 feet (West)	20 feet	20 feet
29 thru 31	60 feet	15 feet	20 feet	20 feet

Patio minimum for all Lots: 15 foot side setback and 20 foot rear setback.

Tennis court minimum = 30 foot front setback, 15 foot side setback, and 15 foot rear setback.

A 10' minimum setback must be maintained from any Preserve Area Easement.

9.1.7.B. No structure of any kind, including, without limitation, fences higher than six (6) feet, shall be permitted in any building setback area, except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four (4) feet into the setback area and provided further that they are properly screened from view in a manner approved in writing by the A.R.B.

9.1.8 Fences, Walls and Hedge. The composition, location and height of any fence, wall or hedge to be constructed on any Lot shall be approved, in advance, by the A.R.B. The A.R.B. shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Parcels, if any. Chain link fencing may not be used within view of the road. Fences cannot be located within a Preserve Area Easement or encroach on a Preserve Area. A painted pressure treated 1 x 6 board-on-board type application with posts on the opposite side of the 2 x 4 stringers is the preferred fencing material and design.

9.1.9 Swimming Pools. Any swimming pool to be constructed on any Parcel shall be subject to the requirements of the A.R.B., which shall include, but not be limited to, the requirement that all swimming pools shall be permanent, in ground structures. No temporary or above ground pools shall be permitted.

9.1.10 Roofs. All roofs shall have a minimum pitch of five and one-half (5 1/2) in twelve (12) inches. There shall be no

flat roofs. The following roof styles and materials shall be permitted: cement or clay tile, cedar shake shingles or under special request, a painted metal or galv-a-lum standing seam roof can be approved by the A.R.B., but applicant must select from a pre-approved type and color selection provided by the A.R.B., no "V" crimp metal roofs allowed. All roofing shall be approved, in advance, by the A.R.B. Preferred roof styles are hip roofs. Small accenting gables are also appealing, but large gables on the front or sides are discouraged. Yard flood lights on eaves and landscaping lights must have a full extended hood.

9.1.11 Driveways. All Driveways and parking areas shall have hard impervious, dustless surfaces, constructed of either concrete or approved cement and be of colored stamp or impressed concrete. Some forms of troweled colored flow-crete may be permissible with special ARB approval. Gravel and/or asphalt surfaces are not permitted. Driveways may connect to the Street at only two (2) points and such connections shall provide continuity of the drainage swale and shall blend into the street pavement. No curbside parking areas may be created by extending any portions of Street pavement. All driveways shall be approved in advance by the A.R.B. A five (5') feet radius is required at all street/driveway flares. Interlocking pavers are also permissible. Lots 29 through 31 are exempt from impressed or stamped type concrete. Any portion of a driveway may not be within 30" of the side property line.

9.1.12 Recreational And Commercial Vehicles. No boats, recreational vehicles, trailers or habitable motor vehicles of any kind, commercial vehicles, inoperative or unsightly motor vehicles, or other motor vehicles, except four-wheel passenger automobiles and four wheel pick-up trucks having a payload capacity not in excess of three-fourths (3/4) of a ton shall be placed, parked or stored upon any Parcel nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Parcel except within a building and totally removed from public view. Notwithstanding the foregoing, service and delivery vehicles may park on a Parcel during regular business hours, as needed for providing services or deliveries to the Parcel, and recreational vehicles may be parked on a Parcel for a period not exceeding eight (8) hours in any twenty-four (24) hours period, while the owner or driver thereof visits the Parcel Owner. No vehicle of any kind shall be parked overnight on the Street. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle shall control. The Association shall have the right to authorize the towing of any vehicles in violation of this provision, and to collect the costs thereof from Owners, as an individual Assessment.

9.1.13 Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds, or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Declarant and/or Developer for development, construction or sale of the Property.

9.1.14 Insurance. No Owner shall permit or suffer anything to be done or kept within his Parcel, or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

9.1.15 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet or comfort of the Owners, or allow any such noise or disturbance to be made on his Parcel.

9.1.16 Outside Displays. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Dwelling, nor shall he place any furniture or equipment outside the Improvements on his Parcel, except with the prior written consent of the A.R.B. This provision shall not apply to the Declarant and/or Developer, nor shall it prohibit the use of patio furniture within the confines of a patio appurtenant to a particular Dwelling.

9.1.17 Antennae and Other Rooftop Accessories. No radio, television or other electronic antennae, aerial or satellite receiving dish or other reception or transmission device may be erected or maintained anywhere on the Common Property (unless installed by Declarant or Developer or the Association), or the exterior of any Dwelling, without the prior written approval of the A.R.B. Solar heating apparatus may be placed upon the roof of a Dwelling only after the plans and specifications for the installation of such apparatus have been submitted to and approved, in writing, by the A.R.B., which approval may not be arbitrarily withheld. Satellite dishes may be erected on Lots 29 through 31 without A.R.B. approval, provided same shall be 100% out of view from Kubin Avenue and from other Lots within THE REEF. All electrical service to dwellings shall be underground, no overhead service is permitted on any lot.

9.1.18 Clotheslines. No clothesline or other outside drying apparatus shall be located on a Parcel, except within an area which is adequately screened from view from the street and from other Parcels. This section is not intended to prohibit clotheslines or other drying apparatus, but is intended to require placement of such items in a manner so as not to detract from the aesthetic appearance of THE REEF.

9.1.19 Access to Parcels. Whenever the Association is permitted or required by this Declaration to enter any Parcel for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entrance shall not be deemed a trespass.

9.1.20 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Parcel without the prior written approval of the A.R.B.

9.1.21 Mailboxes and Postal Stands. All mailboxes and postal stands shall be uniform in design as approved by the A.R.B. and will be required at each Lot. Except for the Declarant, each Owner, at closing, will pay in advance \$240.00 which represents the exact and complete costs of the postal stands. Features include: cedar and pressure treated lumber construction, primed, painted, with fluorescent light, photo cell and sand blasted addresses (numbers). Owners' electrician must wire this stand to the circuit breaker so that no switch can interrupt its service. The lights will offer soft and effective security light to the development as well as ease for nighttime guests. Postal stands can be ordered from the Developer or the Association (through its president).

9.1.22 Color of Dwellings. The color of all exterior surfaces of Dwellings, including any fencing, must be approved in advance by the A.R.B. No Owner may alter or change the color of the exterior surfaces of his Dwelling, without the prior written approval of the A.R.B.

9.1.23 Siding Requirements. Absolutely no plywood siding of any type is permissible on any location of the home. Stucco is the preferred look. Wood siding or accents must be either channel rustic or lap siding. Cedar, cypress and redwood are permissible. Board and Batten is not allowed.

9.1.24 Lawns and Landscaping.

9.1.24.1 All lawns in front of all Dwellings shall extend to the pavement line. No gravel or blacktop or paved parking strips shall be allowed on any Parcel unless such strips were on the original plans and specifications, approved by the A.R.B., or were subsequently approved in writing by the A.R.B. Upon the completion of any Dwelling, the lawn area on all sides of such Dwelling shall be completely sodded with floritan grass, excluding any native vegetation areas or native vegetated setback areas preserved but including swale areas adjacent to a Parcel which may be included in dedicated easements or rights-of-way, it being the intent that all completed dwellings shall be surrounded by a uniform green and well-kept lawn and/or pristine (weed less) native vegetation clusters. Adequate landscaping must be 100% complete within thirty (30) days of the issuance of a Certificate of Occupancy for the Dwelling. No alteration or change to completed landscaping may be made without the prior written approval of the A.R.B.

9.1.24.2 Upon the sodding of a Parcel, the lawn shall be regularly maintained for pest and weeds as needed so as to maintain a well-kept lawn at all times. Grass growth shall not exceed a maximum of four inches (4") above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed.

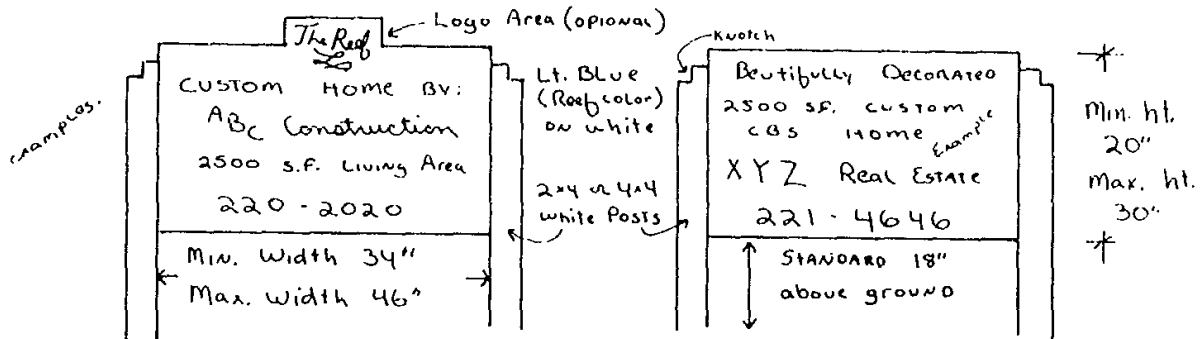
9.1.24.3 Each Owner must spend a minimum of \$3,000.00 for landscaping, excluding sod and automated irrigation, of which at least one-third (1/3) shall be used to purchase and plant shade variety trees on the Parcel. Reasonable credit shall be given to an Owner for the preservation of native scrub and large trees. 40% of the landscaping material must be xeriscape, that is, those specific trees and shrubbery that are freeze tolerant and do not need regular irrigation. In the event the Owner fails to complete the landscaping as aforesaid, the Association shall have the right, but not the obligation, to landscape Owner's Parcel and to collect the costs thereof, up to a maximum of \$3,000.00 from the Owner as an Individual Assessment, pursuant to Article 6 of this Declaration.

9.1.24.4 Automated irrigation shall be required and installed at the time of construction of a Dwelling and shall be adequate to service all landscape elements, and such system shall include moisture sensing devises to assist in water conservation as well as micro-irrigation on scrubs and trees. At the time of this publishing it is the County's requirement that irrigation wells be disallowed in the Rocky Point area due to salt water intrusion. All water will come from Martin County Utilities which has a surcharge for excessive water use. Xeriscape landscaping or scrub preservation is encouraged in lieu of grass in an effort to lower water usage and promote water conservation. It is mandatory that the Back-flow preventers (if required) be installed adjacent to the house so as to not be subject to damage and also not be visible from the Street. Deviation to the above will not be tolerated.

9.1.24.5 Preservations of trees on Lots: It is the natural ecology attitude in all of us to attempt to maintain as much of nature as we can. In that direction we are promoting that each lot owner make a stride to protect as much of the natural foliage and trees on owner's lot as possible. The native scrub and trees that exist at THE REEF requires little, if any, maintenance or irrigation and is not subject to freeze damage. On fill or cut areas, a proper and aesthetically pleasing retaining wall/tree well (6 x 6 pressure treated timbers) shall be constructed to protect the tree, the related understory and its root system.

9.1.25 Signs. Except in connection with development or sales of Lots by Declarant and/or Developer, no signs,

advertisements or notices of any kind shall be displayed to the public view on any Parcel except as follows: Owners may display two (2) professionally designed and prepared signs of not more than one (1) square foot, announcing the name of the occupant and/or the house number of the residence, and Owners or their agents may display for sale signs as long as they are of size, color and type as described and shown hereinbelow. Any signs that do not conform to the specifications hereinbelow designated, shall be removed by the A.R.B. without notice of any kind to Owner. The custom Reef signage shall be uniform in size and color. At the printing of these restrictions Flamingo Signs (407-220-7377) of Stuart is familiar with our sign requirements and is the recommended sign company by the A.R.B.



9.1.25.1 Builders' Signs. The primary builder may display by means of the same sign specifications hereinabove described, his company name, address, phone number and Lot Owner's name. See drawing above for exact design specification and absolutely no deviation will be permitted.

9.1.26 Easements. With the exception only of Improvements installed by Declarant and/or Developer, no Dwelling or other Improvement, or any tree, bush, shrub or landscaping of any kind shall be built or maintained upon any utility or drainage easement or right-of-way and said utility and/or drainage easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the A.R.B. shall be maintained by each Owner in front of each Parcel to the front Lot line, and in the rear of each Parcel to the rear Lot line.

9.1.27 Maintenance of Parcels, Swale Areas and Drainage Easements. All Parcels shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Parcels and all swale areas abutting Parcels, whether or not such swale areas are a part of the Parcel, shall be mowed edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growths) up to the curb of the Street abutting the Parcel. Each individual Lot Owner shall also maintain all drainage easements abutting their Lot and located between said Lot and the roadway or Common Property within THE REEF in the same condition and manner as the Lots are required to be maintained pursuant to this Declaration and to the South Florida Water Management Division requirements. In addition, each individual Lot Owner is required to sod said swale area and install and maintain an adequate automated irrigation system within or upon said swale area at such time as a residence has been constructed upon the abutting Lot. In the event an Owner fails to maintain his Parcel, swale areas and drainage easements, as aforesaid for a period of at least thirty (30) days, the Association shall have the right, exercisable in its

discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Parcel deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of THE REEF provided, however, that at least ten (10) days prior notice shall be given by the Association to the Owner of such Parcel before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida shall be charged to the Owners and shall become a lien on the subject Parcel, which lien shall be effective, have priority, and be enforced pursuant to the procedures set forth in Article 6 of this Declaration.

9.1.28 Refuse Containers and Storage Tanks. No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed underground or in a screened-in area, so they are not visible from the Street or from adjoining Parcels. All oil tanks or bottle gas tanks must be kept underground or placed in a screened-in area so they shall not be visible from the Street or from adjoining Parcels. Trash, refuse or waste materials shall not be burned on any Parcel. During the duration of construction a twenty (20) yard roll off dumpster must be provided for all construction debris.

9.1.29 Storage Facilities, Tool Sheds, Garden Houses and Garages. All storage facilities, tool sheds, garden houses, garages, raised platforms and other similar Improvements shall be attached to the Dwelling so that such Improvements and the Dwelling constitute a single structure.

9.1.30 Occupancy of Certain Improvements. No basement, garage, trailer or partially completed building shall be used for human occupancy prior to the completion of the entire approved building or Improvement.

9.1.31 Guest Facilities. A guest suite or like facility, without a kitchen, may be included as part of the main Dwelling, but such suite may not be rented or leased except in connection with the lease of the entire Dwelling, and provided, however, that such guest suite or like facility would not result in overcrowding the Parcel. The plans and specifications for any such guest suite must be approved, in advance, by the A.R.B.

9.1.31.1 Guest House. Lots 11 through 16 shall have the ability to construct one (1) guest house, not to exceed 50% of the main resident size or no larger than 1150 S.F. of living area. Said guest house may have a kitchen, however such facility may not be leased or rented except in connection with the main Dwelling.

9.1.32 Additional Protective Covenants. Declarant may include in any contract or deed for any Parcel, additional protective covenants and restrictions not inconsistent with those contained herein.

9.2. Rules and Regulations. No person shall use the Common Property, or any Parcel, in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated by the Association from time to time, whether or not such rules and regulations are restated herein in whole or in part.

9.3 Completion of Construction. Except the Declarant, Owners and their successors agree to complete construction of an approved Dwelling on the Parcel, within forty-eight (48) months of closing with the Declarant. If Owner fails to comply with this covenant, Declarant, Developer, and Association, or their successors, may

seek all legal remedies to enforce same in a court of law.

9.4 Builder Approval. The primary Builder or Contractor must be approved by the Declarant, Developer or A.R.B. by way of a full, recent and complete resume sent to the current address of the A.R.B. Absolutely no permit will be issued by Martin County until the Plans and the Builder have been approved in writing by the A.R.B., Declarant or Developer.

9.5 Wooden Construction Barriers. Adherence to the Preserve Area Management Plan regarding the placement of a 2 x 4 wooden or rope barrier protecting the preserve area adjacent to many Lots is mandatory. No clearing or filling shall commence until the barrier is constructed and approved by either the Declarant, Developer, the County or the Association president. Failure to install the barrier will put Lot Owner in noncompliance with the County and a stop work order will be placed by a code enforcement officer.

9.6 Gopher Tortoise Restrictions

9.6.1 Gopher Tortoise Relocation. If a gopher tortoise borrow(s) is observed on Owner's Lot, then, prior to Lot clearing activities, proper delineation and relocation must commence. Individual lot owners who request gopher tortoise relocation from their house pad construction area are required to retain the services of an environmental professional to obtain the appropriate Florida Game and Freshwater Fish Commission's gopher tortoise relocation permits. Said relocation shall be to the preserve area within THE REEF, and shall be at the expense of the Lot Owner. Lot Owners must survey their Lot for gopher tortoise burrows prior to commencement of architectural drawing and layout and attempt to orient their homes away from burrows that occur on Owner's Lot. Contact the Declarant, Developer, Association president or Martin County Soil and Water Conservation office for the relocation specialist most familiar with THE REEF.

9.6.2 Fence Construction. When an active gopher tortoise burrow is located outside of the building envelope but within the rear or side yards and an Owner desires the placement or construction of a fence then said fence construction must be restricted to a minimum bottom clearance of 10 inches to allow gopher tortoise access to the preserve areas and throughout the subdivision.

9.6.3 Management of Preserve. Management of the gopher tortoise preserve area is the responsibility of the Homeowner's Association. The management will involve the periodic removal of exotics and hand raking to reduce fire buildup.

ARTICLE 10
INDEMNIFICATION OF DIRECTORS, OFFICERS
AND MEMBERS OF THE A.R.B.

Every director and officer and member of the A.R.B. of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer or member of the A.R.B., whether or not he is a director or officer or member of the A.R.B. at the time such expenses are incurred, except in such cases where the director or officer or member of the A.R.B. is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer or member of the A.R.B. seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and

reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director or member of the A.R.B. may be entitled.

ARTICLE 11
GENERAL PROVISIONS

1.11 Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, Declarant, Developer or the Association may be assigned by Declarant, Developer or the Association as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Declarant, Developer or the Association, prior to the assignment, and Declarant, Developer and/or the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

11.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County, subject however, to the following provisions:

11.2.1 Except as provided hereinbelow, the amendment must be approved by a vote of majority of the Members; provided however, that until such time as the Declarant relinquishes control of the Association, as described hereinabove, all amendments must include the specific joinder of Declarant.

11.2.2 This Declaration may be amended upon the initiation of Declarant or Developer, at any time prior to the turnover of control of the Association by the Declarant, without the consent of the Members, and further provided, that the Declaration may be amended by Declarant or Developer, at any time, for the purpose of complying with the requirements of government authorities and lenders, without the joinder or consent of Owners, Institutional Mortgagees, or any other party.

11.2.3 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee, encumbering a Parcel or to affect or impair the rights granted herein to Institutional Mortgagee, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Parcel, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

11.2.4 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

11.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the membership then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

11.4 Covenants Running With the Property. The agreements, covenants, conditions, restrictions, assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Declarant, Association and the Owners.

11.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Declarant and the Association fail to enforce the terms of this Declaration, then any member may do so. The failure or refusal of Declarant, the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

11.6 Declarant's Rights. Notwithstanding any other provision in this Declaration to the contrary, Declarant is irrevocably empowered to sell or lease Parcels on any terms to any purchasers or lessees, for so long as it owns and Parcel(s), including but not limited to, the right to have signs, to maintain office(s) on any Parcels owned by Declarant, to have employees in such offices, to use the Common Property, and to show Parcels. Sales office signs and all items pertaining to sales shall not be considered Common Property and shall remain the property of the Declarant.

11.7 Plat. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in any reservations and other terms and provisions set forth in any plat of the Property recorded in the Public Records of the County.

11.8 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

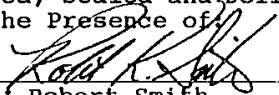
11.9 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

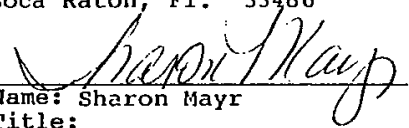
11.10 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

11.11 Effective Date. The Declaration shall become effective upon its recordation in the Public Records of the County.

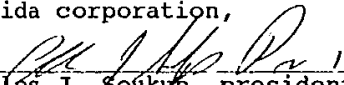
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 6th day of MAY, 1992.

Signed, Sealed and Delivered
in the Presence of


Name: Robert Smith
Title:
Address: 429 SW 8th Terr
Boca Raton, Fl. 33486


Name: Sharon Mayr
Title:
Address: P.O. Box 3827
Boynton Beach, Fl. 33424

SOUKUP DESIGN HOMES, INC., a
Florida corporation,

BY: 
Charles J. Soukup, president
1325 So. Congress Ave.
Boynton Beach, Fl 33426

Signed, Sealed and Delivered
in the Presence of:

THE REEF HOME OWNERS ASSOCIATION, a Florida not-for-profit corporation,

David A. Perseu
Name: DAVID A. PERSEU
Title:
Address: 4002 SILMAN RD
FT PIERCE, FL

BY: Richard J. Harpenau
RICHARD J. HARPENAU
7975 SE Windjammer Way
Hobe Sound, FL 33455

Name:
Title:
Address:

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this 27th day of JANUARY, 1993, personally appeared before me Charles J. Soukup, to me personally known and he acknowledged before me that he executed the foregoing Declaration of Protective Covenants, Conditions and Restrictions for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.



OFFICIAL SEAL
DONNA J. HALE
My Commission Expires
June 25, 1996
Comm. No. CC 210855

Richard J. Harpenau
~~NOTARY PUBLIC~~
My Commission Expires:

Please indicate: Personally Known or Produced Identification
Type of Identification: _____

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this 27th day of JANUARY, 1993, personally appeared before me RICHARD J. HARPENAU, to me personally known and he acknowledged before me that he executed the foregoing Declaration of Protective Covenants, Conditions and Restrictions for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said County and State the day and year first above written.



OFFICIAL SEAL
DONNA J. HALE
My Commission Expires
June 25, 1996
Comm. No. CC 210855

Richard J. Harpenau
~~NOTARY PUBLIC~~
My Commission Expires:

Please indicate: Personally Known or Produced Identification
Type of Identification: _____

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE MILES OR HANSON GRANT MARTIN COUNTY, STATE OF FLORIDA, AND BEING A REPLAT OF, ALL OF LOT 27 AND ALL OF LOT 34 OF THE SUBDIVISION OF LOTS 13 AND 14, OF THE MILES OR HANSON GRANT ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 89, PALM BEACH (NOW MARTIN) COUNTY, STATE OF FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTERLINE INTERSECTION OF WILLIAMS WAY AND S.E. KUBIN AVENUE,

THENCE S 45° 51' 29" E ALONG THE CENTERLINE OF S.E. KUBIN AVENUE (A 60 FOOT RIGHT OF WAY) A DISTANCE OF 1440.91 FEET.

THENCE N 66° 12' 25" E ALONG THE WESTERLY PROJECTION OF SAID NORTH LINE OF LOT 27 AND THE SOUTH LINE OF SEASCAPE II ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 32, MARTIN COUNTY, FLORIDA A DISTANCE OF 32.39 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.E. KUBIN AVENUE, SAID POINT ALSO BEING TO THE POINT OF BEGINNING,

THENCE CONTINUING ALONG SAME SAID NORTH LINE N 66° 12' 25" E A DISTANCE OF 1850.69 FEET, TO THE POINT OF INTERSECTION OF SAID NORTH LINE OF LOT 27 AND A BULKHEAD LINE, AS RECORDED IN PLAT BOOK 4, PAGE 25, MARTIN COUNTY, FLORIDA

THENCE S 30° 46' 17" E ALONG SAID BULKHEAD LINE A DISTANCE OF 640.52 FEET

THENCE S 51° 08' 50" W ALONG THE NORTH LINE OF THE ST. LUCIE INLET HARBOR SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 30, MARTIN COUNTY, FLORIDA, A DISTANCE OF 100.00 FEET, TO A POINT OF INTERSECTION OF THE NORTH LINE OF SAID ST. LUCIE INLET HARBOR SUBDIVISION AND THE SOUTH LINE OF LOT 34,

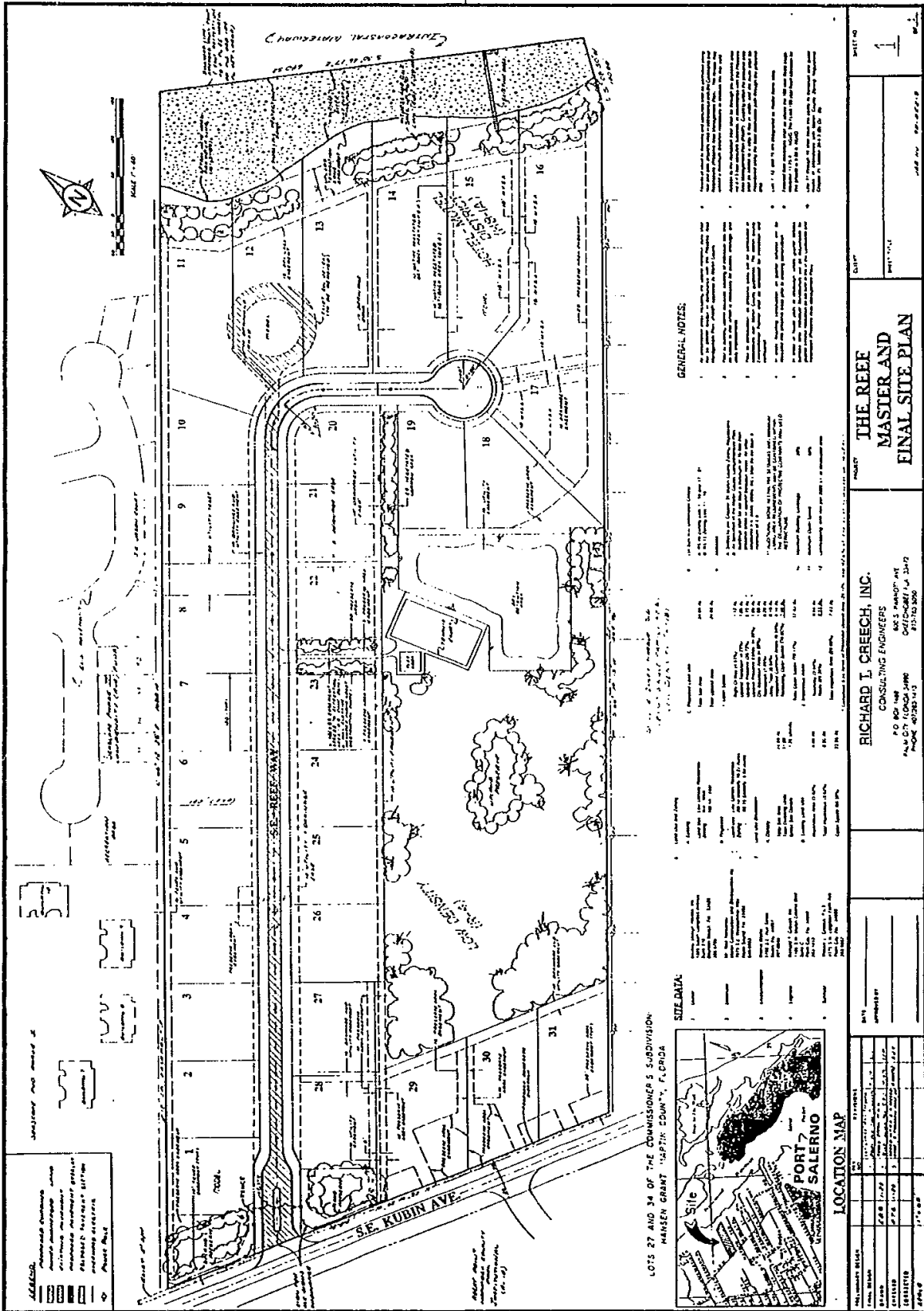
THENCE S 66° 19' 13" W ALONG SAID LINE A DISTANCE OF 1564.96 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE LOT 34 AND NORTH LINE OF THE ST. LUCIE INLET HARBOR SUBDIVISION WITH THE EASTERLY RIGHT-OF-WAY LINE OF S.E. KUBIN AVENUE (A PROPOSED 60.00 RIGHT OF WAY),

THENCE N 45° 51' 29" W ALONG SAID EASTERLY RIGHT OF WAY OF S.E. KUBIN AVENUE A DISTANCE OF 710.71 FEET, TO THE POINT OF BEGINNING.

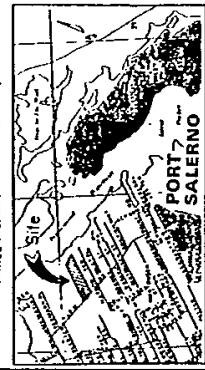
SAID PARCEL CONTAINING:

TO THE BULKHEAD LINE OF 26.608 ACRES
TO THE SAFE UPLAND LINE 24.602 ACRES

EXHIBIT B



LOTS 27 AND 34 OF THE COMMISSIONER'S SUBDIVISION:
HANSEN GRANT "HAPTIC COUNTY", FLORIDA



SITE DATA

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000
11	10,000	10,000	10,000
12	10,000	10,000	10,000
13	10,000	10,000	10,000
14	10,000	10,000	10,000
15	10,000	10,000	10,000
16	10,000	10,000	10,000
17	10,000	10,000	10,000
18	10,000	10,000	10,000
19	10,000	10,000	10,000
20	10,000	10,000	10,000
21	10,000	10,000	10,000
22	10,000	10,000	10,000
23	10,000	10,000	10,000
24	10,000	10,000	10,000
25	10,000	10,000	10,000
26	10,000	10,000	10,000
27	10,000	10,000	10,000
28	10,000	10,000	10,000
29	10,000	10,000	10,000
30	10,000	10,000	10,000
31	10,000	10,000	10,000

GENERAL NOTES

1. All dimensions are in feet and inches.
2. All areas are in square feet.
3. All easements are shown on this plan.
4. All utility lines are shown on this plan.
5. All setbacks are shown on this plan.
6. All lot lines are shown on this plan.
7. All building footprints are shown on this plan.
8. All parking areas are shown on this plan.
9. All landscaping is shown on this plan.
10. All other features are shown on this plan.

<p>THE REEF MASTER AND FINAL SITE PLAN</p>	<p>RICHARD I. CREECH, INC. CONSULTING ENGINEERS P.O. BOX 100 1401 S.W. 10TH AVENUE MIAMI, FLORIDA 33136</p>	<p>DATE: 11/15/80 SCALE: 1" = 40'</p>
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EXHIBIT C

PRESERVE AREA MANAGEMENT PLAN

THE REEF SUBDIVISION

PREFACE

Responsibility for identification, delineation, and upland and wetland management at The Reef, Martin County, Florida.

The following information has been provided by the developer of The Reef and approved by Martin County. This document is divided into two parts. Part I outlines the responsibilities of the developer. It includes the initial environmental evaluation of the site and the delineation of the upland and wetland areas required to be set aside pursuant to Section 9-4A.7a. and 9-4A.7c. and f. of the Martin County Comprehensive Growth Management Plan.

Part II outlines the responsibilities of the individual property owners and/or the property owner's association.

PART I RESPONSIBILITIES OF THE DEVELOPER

The following management plan shall be used to govern all activities or concerns relating to preserve tracts and easements noted on the development plan of The Reef Subdivision. The goal of this plan is to assure the continued viability of all preservation tracts and easements within the subdivision. The property owner(s) will be responsible for the implementation of this plan through its contractors. NO ALTERATIONS ARE PERMITTED TO THIS PLAN OR WITHIN PRESERVE TRACTS AND EASEMENTS WITHOUT PRIOR APPROVAL FROM THE MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT.

The scope of work is as follows:

- A. Designation of Preserve Tracts and Easements.
- B. Survey and Relocation of Gopher Tortoises
- C. Clearing, Grubbing, and Debris Removal.
- D. Excavation of Dry Retention Areas.
- E. Native Vegetated Setback Area
- F. Upland Transition and Shoreline Protection Zones

The site consists of approximately 25 +/- acres of primarily sand pine scrub and scrubby flatwoods between SE Kubin Avenue and The Intracoastal Waterway in Port Salerno Florida. A narrow band of shoreline fringe mangroves borders the Intracoastal Waterway at the eastern edge of the property.

A. Designation of Preserve Tracts and Easements

The owner or his assignee shall delineate all preserve areas and appropriately mark these areas to prohibit encroachment during clearing and grubbing activities. Appropriate markings shall include but not be limited to yellow polypropylene rope on no. 3 rebar. All roped areas shall be inspected by the Martin County Growth Management Department prior to clearing and grubbing.

B. Survey and Relocation of Gopher Tortoises

All Gopher Tortoises shall remain within the preserve areas on The Reef development. Prior to any clearing, a detailed line transect

survey of areas to be cleared and grubbed shall be made to identify any active or inactive gopher tortoise burrows. Any burrows in conflict with clearing and grubbing shall be relocated to on-site preserve areas. Tortoise burrows may either be bucket trapped or excavated using methodology approved by the Florida Game and Fresh Water Fish Commission and conducted by an Environmental Professional possessing a valid relocation permit.

During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should a gopher tortoise be seen during clearing and grubbing, all activities will be stopped. The gopher tortoise(s) will be captured and relocated into a preserve area of the project away from immediate clearing activities. Once the tortoise has been safely relocated to a preserve, equipment operation can resume.

C. Clearing, Grubbing, and Debris Removal

The contractors shall remove all vegetation from within the dry retention area. Trees, shrubs, stumps, etc. shall be disposed of in accordance with local, state, and federal regulations. Other domestic debris and household trash shall be removed from The Reef site and disposed of in an approved landfill site.

D. Excavation of Dry Retention Area

The contractors shall excavate the dry retention area according to the approved site plan. Excavation limits shall be marked by the owner or his assignee.

Fill removed from the dry retention area may be utilized for building pads and roadways. Placement of the fill shall be accomplished by the contractors at the direction of the owner or his assignee.

E. Native Vegetated Setback Area

A Native Vegetated Setback Area is depicted on the lot sides of Lots 15, 16, and 17. Protection and management of these areas is to be accomplished in the following manner. All trees greater than 6 inches diameter at breast height (6" DBH) shall be preserved and no understory vegetation removed a radial distance of four feet from the trunk of the tree. Similarly, trees greater than 3 and up to 6 inches DBH shall be preserved and no understory vegetation removed a radial distance of two feet from the trunk of the tree. Management of the Native Vegetated Setback Area will involve the annual removal of exotic nuisance vegetation and any rapidly growing species which may inhibit the growth or jeopardize the health and vigor of the protected tree.

F. Upland Transition and Shoreline Protection Zones

The Upland Transition and Shoreline Protection Zones are protected by the Martin County Comprehensive Growth Management Plan. Vegetation in these areas is protected and will be monitored for plant health and vigor and the occurrence of invasive exotic plant species. Invasive exotic plants shall be removed during the site construction phase and on an annual basis.

Alteration of mangroves is prohibited through July 15, 1995 due to previous environmental violations. Permission to trim or alter mangroves after July 15, 1995 must be obtained from all local, state, and/or federal agencies.

In order to maximize surface water percolation into the soil, and provide additional water quality improvement, a spreader berm and swale shall be constructed immediately upland and adjacent to the Upland Transition Zone.

Prohibited activities in the preserve areas include but are not

limited to: construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash, and cuttings, removal or destruction of native trees, shrubs or other vegetation unless previously outlined in the Preserve Area Management Plan, excavation, dredging, or removal of soil material, diking or fencing, recreational vehicle use, and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

NO ALTERATIONS ARE PERMITTED WITHIN THE PRESERVE TRACTS AND EASEMENTS WITHOUT PRIOR APPROVAL OF THE MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT.

PART II RESPONSIBILITY OF PROPERTY OWNER AND/OR PROPERTY
OWNER'S ASSOCIATION

G. Maintenance of Preserve Tracts and Easements

The purpose of the on-site preserve areas is to provide functional habitat for the endemic wildlife of this area. Primary management is for continued gopher tortoise utilization for nesting and foraging. Secondary management is for forage for scrubjays which are known to reside within a five mile radius of this site.

Lot owners shall make a reasonable effort to orient their homes away from gopher tortoise burrows which may occur on their lot. However, should a burrow be in direct conflict with their lot development, a biologist or environmental professional permitted and experienced in relocating gopher tortoise burrows shall be contacted for burrow relocation at the lot owner's expense.

A Native Vegetated Setback Area is depicted on the lot sides of Lots 15, 16, and 17. Protection and management of these areas is to be accomplished in the following manner. All trees greater than 6 inches diameter at breast height (6" DBH) shall be preserved and no understory vegetation removed a radial distance of four feet from the trunk of the tree. Similarly, trees greater than 3 and up to 6 inches DBH shall be preserved and no understory vegetation removed a radial distance of two feet from the trunk of the tree. Management of the Native Vegetated Setback Area will involve the annual removal of exotic nuisance vegetation and any rapidly growing species which may inhibit the growth or jeopardize the health and vigor of the protected tree. Such management and maintenance of area is by Lot Owner whose lot such easement lies.

Management and maintenance of the preserve tracts and easements will consist of monitoring for plant health and invasion of exotic plant species, specifically Australian pine (*Casuarina* spp.), Melaleuca (*Melaleuca quinquinervia*), and Brazilian pepper (*Shinus terebinthifolius*). Initial removal of exotic plants shall occur during clearing and grubbing activities. Follow-up monitoring and exotic removal shall occur once each year. Stumps of exotic species shall be treated with an approved herbicide to inhibit regrowth and shall be applied following local, state, and federal guidelines.

Pathways through the large preserve area in the middle of the development are to be cleared during the site clearing phase. The purpose of these pathways is to encourage ground cover species required for gopher tortoise forage. Pathways will be flagged on both sides and inspected and approved by the Growth Management Department Environmental Planner. Upon approval, equipment operators will remove canopy and shrub layers of vegetation to allow sunlight to penetrate to the ground.

The mangrove fringe shall remain as a dedicated preserve area. Alteration of mangroves is prohibited through July 15, 1995 due to previous environmental violations. Additionally, no alterations are to be made within this area without prior notification to the

Martin County Growth Management Department and the acquisition of any and all applicable local, state, and federal permits.

Protected seagrass beds and shallow water depths to the Intracoastal Waterway are potential permitting problems for dock locations. All local, state, and federal permits must be obtained prior to the construction of any dock or dockage facility.

Prohibited activities in the preserve areas include but are not limited to: construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash, and cuttings, removal or destruction of native trees, shrubs or other vegetation unless previously outlined in the Preserve Area Management Plan, excavation, dredging, or removal of soil material, diking or fencing, recreational vehicle use, and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

Martin County shall have the right to enforce the provisions of the Preserve Area Management Plan through any available administrative or civil proceeding which may result in penalties, appropriate revegetation and other remedies as against any person, corporation or other entity in violation of any of the provisions of the Preserve Area Management Plan.

Potential species for revegetation include but are not limited to the following:

- | | |
|--------------------|---------------------|
| Sabal palmetto | Cabbage Palm |
| Serenoa repens | Sawpalmetto |
| Pinus clausa | Sand Pine |
| Pinus elliottii | Slash Pine |
| Quercus virginiana | Live Oak |
| Lantana depressa | Lantana |
| Zamia floridana | Zamia |
| Ximenia americana | Hogplum |
| Carya floridana | Hickory |
| Opuntia humifusa | Prickly Pear Cactus |
| Licania michauxii | Gopher Apple |

Herbaceous material shall be installed using liner or 2 inch nursery stock with 18"-24" on-center spacing. Woody material shall be 4' to 10', with on center spacing to mimic the natural plant association (i.e. informal groupings with staggered heights and mixed species).

NO ALTERATIONS ARE PERMITTED WITHIN THE PRESERVE TRACTS AND EASEMENTS WITHOUT PRIOR APPROVAL OF THE MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT.

G. Conclusions

Proper implementation of this preserve area management plan will provide the necessary protection of the native plant and animal species found at The Reef Subdivision.

PREPARED FOR:

MARLIN CONSTRUCTION AND DEVELOPMENT
HOBE SOUND, FLORIDA
and
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November 12, 1991

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CLERK OF CIRCUIT COURT
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