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PREPARED BY:

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**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE REEF**

THIS AMENDMENT, executed this 13th day of June, 1995 by SEAFIELD LAND CORP., a Florida corporation, (hereinafter referred to as "Declarant"), and The Reef Homeowners Association, Inc., a Florida corporation not for profit (hereinafter referred to as the "Association").

WHEREAS, the original developer of The Reef, Soukup Design Homes, Inc., a Florida corporation, caused the Declaration of Protective Covenants, Conditions and Restrictions for The Reef to be recorded in the public records of Martin County, Florida, in Official Record Book 998, Page 776 (hereinafter referred to as the "Declaration"), which document defined "Declarant" as Soukup Design Homes, Inc., a Florida corporation, its successors and assigns; and

WHEREAS, Soukup Design Homes, Inc. has assigned its rights as Developer of The Reef, and its rights as Declarant under the Declaration, to Seafield Land Corp., a Florida corporation; and

WHEREAS, Section 3.6 of the Declaration provides that Declarant and/or Developer shall have the right to retain control

of the Association until Declarant has conveyed twenty-five (25) of the parcels within The Reef; and

WHEREAS, Section 11.2.2 of the Declaration provides that the Declaration may be amended upon the initiation of Declarant or Developer, at any time prior to the turn over of control of the Association by the Declarant, without the consent of the members of the Association; and

WHEREAS, neither Soukup Design Homes, Inc., nor its successor and assignee, Seafield Land Corp., have conveyed twenty-five (25) of the parcels within The Reef, nor turned over control of the Association;

NOW THEREFORE, be it known that the Declaration of Covenants, Conditions and Restrictions for The Reef, recorded in Official Record Book 998, commencing at Page 776, of the public records of Martin County, Florida, is hereby amended as follows:

I. **AMENDMENTS TO DECLARATION**

1. **Name of Declarant.** Section 1.12 is amended to define "Declarant" as: Seafield Land Corp., a Florida corporation, its successors and assigns.

2. **Developer.** Section 1.13 is amended to define "Developer" as: Seafield Land Corp., a Florida corporation, its successors and assigns.

3. **Recreation Area.** Section 1.25 is amended to provide that the "Recreation Area" shall mean and refer to that part of the common area comprised of a tennis court and other such recreational items as Declarant or Association may so desire.

4. Subjecting Additional Property to Declaration. The first sentence of Section 2.2 is amended to provide: Declarant may, at any time and from time to time, subject additional property to this Declaration, by amending this Declaration and describing such additional property.

5. Control by Declarant and Developer. The first sentence of Section 3.6 is amended to provide: 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 all Parcels owned by Declarant or until such earlier time as is determined by the Declarant in its sole and absolute discretion.

6. Maintenance of Property. Section 4.3.1.2 is amended to delete reference to the parking area and will read: the walk to the Recreation Area as shown on Exhibit "B".

7. Basis and Collection of General Assessments. Section 6.3 is amended to provide: 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) Parcels, shall be assessed. Waterfront Lots shall be assessed at a uniform rate equal to 1.75 percent of the rate at which non-waterfront Lots are assessed. Non-waterfront Lots shall be assessed at a uniform rate. 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.

8. Payments By Declarant. Section 6.10 is amended to provide: Declarant shall be exempt from paying the assessment attributable to each parcel owned by the Declarant and Declarant shall have no obligation to fund reserves or deficiencies for the Association at any time.

9. Use Restrictions - Floor Area of Dwellings. Section 9.1.4 is amended to provide: Each Dwelling on Lots 1 through 10 and 17 through 31 shall have a minimum floor area of 1,800 air conditioned square feet. Each Dwelling on Lots 11 through 16 shall have a minimum floor area of 2,000 air conditioned 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 air conditioned square footage shall not include garages, covered walks, open and/or screened porches, patios, terraces, pool areas or other similar areas.

10. Setbacks for Lots 1 through 10 and 21 through 28. Section 9.1.7 is amended to revise the setbacks for Lots 1 through 10 and 21 through 28 as follows:

Front:	25 feet
Side:	15 feet
Side (two (2) story):	20 feet
Rear:	20 feet

11. Roofs. Section 9.1.10 is amended to provide as follows: All roofs shall have a minimum pitch of four and one-half (4½) 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, galv-a-lum standing seam, or 40 year fiberglass architectural shingled roof may be approved by the A.R.B. No "V" crimp metal roofs shall be allowed. All roofing shall be approved, in advance, by the A.R.B. Preferred roof styles are hip roofs. Small accenting gables are also encouraged, but large gables on the front or sides are discouraged. Yard flood lights on eaves and landscaping lights must have a full extended hood.

12. Recreational and Commercial Vehicles. Section 9.1.12 is amended to provide as follows: No boats, recreational vehicles, campers, trailers, habitable vehicles, commercial vehicles of any kind, motor homes or trucks shall be kept, placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat, motor vehicle or other vehicle upon any Lot except within a building which is totally removed from public view. Notwithstanding the foregoing, service and delivery vehicles may park on a Lot during regular business hours, as needed for providing services or deliveries to the Lot. No vehicle of any kind shall be parked overnight on any street, nor shall any vehicle be parked at anytime in areas posted with "No Parking" signs by the Association. 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.

13. Mailboxes and Postal Stands. Section 9.1.21 is amended to provide: All mailboxes and postal stands shall be

uniform in design as approved by the A.R.B. and will be required at each Lot.

14. Siding Requirements. Section 9.1.23 is amended to provide: 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, lap, Hardie plank, cedar, cypress or redwood. Board and Batten is not allowed.

15. Completion of Construction. Section 9.3, requiring completion of a Dwelling within forty-eight (48) months of closing is deleted in its entirety.

II. EFFECTIVE DATE.

The foregoing amendments to the Declaration of Protective Covenants, Conditions and Restrictions for The Reef shall be effective immediately upon execution.

IN WITNESS WHEREOF, SEAFIELD LAND CORP., as Developer of The Reef, and as Declarant under the Declaration of Protective Covenants, Conditions and Restrictions for The Reef and The Reef Homeowners Association, Inc., have caused this First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for The Reef to be executed by its undersigned duly authorized officers on the day and year first above written.

WITNESSES:

Deborah L. Hoag
Linda R. McLean

SEAFIELD LAND CORP., a Florida corporation

By: Stephen P. Conway
Name: Stephen P. Conway
Title: Vice President
Address: 1501 Decker Avenue
Suite 519
Stuart, FL 34994

THE REEF HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

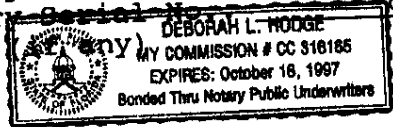
Deborah L. Hodge
Linda R. McCom

By: Stephen P. Conway
Name: Stephen P. Conway
Title: President
Address: 1501 Decker Avenue
Suite 519
Stuart, FL 34994

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 13th day of June, 1995 by Stephen P. Conway as Vice President of Seafield Land Corp., a Florida corporation, on behalf of the corporation. He is personally known to me or _____ has produced _____ as identification.

(NOTARY SEAL)

Deborah L. Hodge
Notary Name: Deborah L. Hodge
Notary Serial No.: CC 316165


STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 13th day of June, 1996 by Stephen P. Conway as President of The Reef Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me or _____ has produced _____ as identification.

(NOTARY SEAL)

Deborah L. Hodge
Notary Name: Deborah L. Hodge
Notary Serial No.: CC 316165
(if any)
