MARSHA STILLER
CLERK OF CIRCUIT COURT
MARTIN CO. FL

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RECORDED & VERIFIED D.C.

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PREPARED BY:

LINDA R. MCCANN, ESQUIRE MOYLE, FLANIGAN, ET AL. POST OFFICE BOX 658 STUART, FLORIDA 34995-0658

RETURN TO:

LINDA R. MCCANN, ESQUIRE MOYLE, FLANIGAN, ET AL. POST OFFICE BOX 658 STUART, FLORIDA 34995-0658

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

THIS AMENDMENT, executed this 10¹⁵ day of April, 1996 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

2NDAMEND, REEF

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. Signs. Section 9.1.25 is completely amended to provide:

Except in connection with development or sales of property throughout the Property by Developer, or with erection of "No Parking" signs by the Association, no signs, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed to the public view on any Lot or on the Common Areas without the prior written approval of the Association.

2. 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 other than non-commercial passenger 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. The Association shall have the right to promulgate rules and regulations regarding the type, size and quality of such commercial vehicles. 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.

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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 Second 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:

Print Name (GREGORY D. COOK

Print Name KAREN L. JURENICZ

SEAFIELD LAND CORP., a Florida

corporation

Name:

Stephen P. Conway

Title:

Vice President

Address: 5305 S.E. Reef Way

Stuart, FL 34994

Heavy J. Col

Print Name KAREN L. JUREWICZ

THE REEF HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-For-Profit

Name:

Stephen P. Conyer

Title:

President

Address:

5305 S.E. Reef Way

Stuart, FL 34994

STATE OF FLORIDA) COUNTY OF MARTIN)	
The foregoing instrument	t was acknowledged before me this 10 day of April, 1996 by dent of Seafield Land Corp., a Florida corporation, on behalf of the own to me or has produced
DOPINES:	August 12, 1997 Story Public Undersofters Notary Name: Notary Serial No.: (if any)
STATE OF FLORIDA) COUNTY OF MARTIN) The foregoing instrumen	t was acknowledged before me this 10th day of April, 1996 by
Stephen P. Conway as President not-for-profit, on behalf of the c	of The Reef Homeowners Association, Inc., a Florida corporation corporation. He is personally known to me or has produced identification.
MY COMME	Notary Name: Notary Serial No.: (if any) L. JUREWICZ SSION # CC 308619 August 12, 1997

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