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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE REEF, PHASE II**

THIS DECLARATION is made on this 8th day of February, 1996, by SEAFIELD LAND CORP., a Florida Corporation (hereinafter referred to as "Developer.")

RECITALS:

A. Developer is the owner of the real property described in Exhibit "A" (Property) of this Declaration, known as The Reef, Phase II, and the appurtenances thereto.

B. Developer desires to create a community containing lots for single family residences, parking areas, roadways, recreational facilities, open spaces and other facilities on the Property.

C. Developer desires to provide for the preservation and enhancement of the property values and amenities in the community which it will create and for the maintenance of the property and improvements located therein. To accomplish that purpose Developer desires to subject the Property to covenants, restrictions, easements, charges and liens hereinafter set forth for the benefit of the Property and each owner thereof, including the Owner of Lots. (The terms "Property," "Owner" and "Lot" are defined in Article 1.)

D. Developer has deemed it desirable for the efficient preservation of the values and amenities in the community to create an entity to which will be delegated and assigned the powers, rights and duties of: (a) owning, maintaining and administering the Common Areas (as defined in Article 1) of the community; (b) administering and enforcing the covenants and restrictions created by this instrument; (c) collecting and disbursing the assessments and charges established

by this instrument; and (d) promoting the recreation, health, safety and welfare of the residents of the community.

E. Developer has caused THE REEF, PHASE II HOMEOWNERS' ASSOCIATION, INC. to be formed as a non-profit corporation under the laws of the State of Florida for the purpose of accepting and assuming the aforesaid powers, rights and duties and performing the aforesaid functions.

DECLARATION

The Developer declares that the Property is and shall be held, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. By filing this Declaration of Covenant and Restrictions for The Reef, Phase II, Developer does hereby terminate and render null and void that certain "Declaration of Covenants and Restrictions for Seascape II" filed for record in O.R. Book 844, Page 2173, public records of Martin County, Florida.

ARTICLE 1 DEFINITIONS

The following words when used in this Declaration and all its exhibits (unless the context otherwise requires) shall have the following meanings or definitions:

1.1 "Architectural Review Board" or "ARB" - A permanent committee of the Association, created by the Board of Directors for the purpose of establishing and enforcing criteria for the construction of improvements within the Property.

1.2 "Association" - THE HOMEOWNER'S ASSOCIATION OF THE REEF PHASE II, INC., a Florida corporation not-for-profit, its successors and assigns.

1.3 "Board" or "Board of Directors" - The Board of Directors of the Association, as described in the Articles of Incorporation and By-Laws.

1.4 "By-Laws" - The By-Laws of the Association as the same may be amended from time to time (substantially in the form attached as Exhibit "C.")

1.5 "Common Areas" - All of the Property less the Residential Lots (as hereinafter defined), including, but not limited to, all walkways, parking facilities, open spaces, private streets, sidewalks, driveways, drainage easements and facilities, access easements, street lighting, entrance features, landscaping areas, recreational facilities, preserve areas, all improvements from time to time erected on such property, and any easements over Residential Lots for maintenance of upland transition or shoreline protection areas, but excluding any public or private utility installation thereon.

1.6 "Common Expenses" - means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to the following:

1.6.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations, and all acts required by the Preserve Area Management Plan attached as Exhibit "D" hereto.

1.6.2 Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA or the performance of the ASSOCIATION's duties.

1.6.3 Expenses incurred in connection with the administration and management of the ASSOCIATION or the replacement of the covenants and restrictions.

1.6.4 Common water, sewer, trash removal, and other common utility, governmental, or similar services for the UNITS which are not separately metered or charged to the OWNERS, or which the ASSOCIATION determines to pay in common in the best interest of the OWNERS.

1.6.5 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BY-LAWS.

1.6.6 Any amounts payable by the ASSOCIATION to any other association or any governmental authority.

1.7 "Declaration" - This Declaration as the same may from time to time be amended or supplemented.

1.8 "Developer" - Seafield Land Corp., a Florida corporation, its successors or assigns.

1.9 "Member" - An Owner, who shall also be a member of the Association as provided in paragraph 3.2.

1.10 "Owner" - The record owner, whether one or more persons or entities, of a Lot, but excluding those having such interest merely as security for the performance of an obligation. References in this Declaration or its exhibits to Owner or Member may be used interchangeably. Each Owner shall be a Member and each Member shall be an Owner.

1.11 "The Property" - All of the real property described in Exhibit "A" hereof, the appurtenances thereto and any additions to the said real property which are subject to this Declaration or which may be brought under the provisions hereof by any supplemental declaration made under and pursuant to the provisions of Article 2 hereof.

1.12 "Preserve Area Management Plan" - The plan for maintenance and protection of preserve areas, upland transition areas and shoreline protection areas of the Property for which the Association has maintenance or protection responsibilities, as more specifically described in the attached Exhibit "D" to this Declaration of Covenants and Restrictions.

1.13 "Residential Lot(s)" or "Lot(s)" - The lots on which a residential dwelling unit, specifically single family homes, are to be constructed, which Lot(s) are shown on the Plat of THE REEF, PHASE II, recorded in Plat Book 14, Page 6, of the Public Records of Martin County, Florida.

1.14 "Rules and Regulations" - The rules and regulations included in this Declaration and such further or amended rules and regulations as may from time to time be adopted by the Board of Directors.

1.15 "Street(s)" - any street, highway or other thoroughfare which is constructed by Developer within the Property, which street(s) are private, as opposed to public streets, and part of the Common Areas.

1.16 "Traffic Regulations" - Speed limits and traffic regulations, if any, which may be promulgated by the Association for the use of the Streets.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

2.1 Legal Description. The real property which is, and shall be held, transferred, sold, conveyed, demised and occupied subject to this Declaration, is located in Martin County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof, otherwise known as the Committed Property.

2.2 Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its Articles of Incorporation, its properties, rights and obligations, may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association or another association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property.

2.3 Unity of Title. The Common Areas, as defined herein, shall be considered as one plot and parcel of land, and shall be held under single ownership and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety, provided, however, that nothing herein contained shall in any manner limit the right of the undersigned, his successors or assigns to mortgage or encumber the Common Areas or any part thereof.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Association. There shall be created and established a non-profit Florida corporation known as THE REEF, PHASE II HOMEOWNERS' ASSOCIATION INC., herein called the Association. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "B" and "C", respectively.

3.2 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Residential Lot shall be a Member of the Association. Notwithstanding anything else to the

contrary set forth in this Paragraph 3.2, any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member of the Association.

3.3 Voting Rights. The Association shall have two classes of voting membership:

Class A - Class A Members shall be all of the Owners, with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Paragraph 3.2. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Unit shall be exercised by one such Member as specified in the Articles of Incorporation of the Association, but in no event shall more than one vote be cast with respect to any such Lot.

Class B - The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote for each Residential Lot in which it holds the interest required for membership by Paragraph 3.2; provided, however, that notwithstanding any provision to the contrary contained herein, the Developer shall have the right to elect the entire Board of Directors of the Association until one hundred twenty (120) days after the earlier of (a) the sale and conveyance by the Developer of all the Residential Lots located within the Property or (b) the giving of written notice by the Developer to the Association that the Developer waives and relinquishes its right to elect the entire Board of Directors of the Association.

3.4 Suspension of Voting Rights. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right (other than the right of the Developer) for any period during which any assessment or installment thereof shall remain unpaid for more than thirty (30) days after the due date for the payment thereof.

3.5 Control by Developer. Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Association and appoint all members of the Board of Directors, so long as Developer owns any Lot(s) within the Project or

until such earlier time as is determined by Developer in Developer's sole discretion. During all such time that the Developer retains control of the Association and Board of Directors, the Board of Directors shall have the sole authority to approve any and all changes to the development plans, plat, use of the common areas, and use of easements, and to grant easements, rights of way and similar rights to the property, provided such does not materially and negatively effect the value of any Lots in the Property sold to Owners other than Developer. 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. So long as Developer retains control of the Association, Developer shall have the right 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 Developer. After turnover of control of the Association and so long as Developer owns any Lot(s) within the Project, Developer shall have the right to appoint one (1) member of the Board of Directors, such director need not be a Member of the Association. In the event that Developer shall enter into any contracts or other agreements for the benefit of Owners or the Association, 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
PROPERTY RIGHTS

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

4.2 Obligations of and Easements to the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the maintenance, order and repair of the Common Areas. All preserve areas, upland transition areas and shoreline protection areas of the Property shall be maintained and monitored in accordance with the Preserve Area Management Plan attached as Exhibit "D" to this Declaration of Covenants and Restrictions. Easements to such areas are granted to the Association by the recorded

plat of the The Reef, Phase II P.U.D. No alteration of this provision shall be permitted without approval by the South Florida Water Management District and Martin County.

In the event that the Association (or any successor organization) fails at any time to maintain the Common Areas in reasonable order and condition in accordance with the final amended development plans approved by Martin County, then the County can serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the Common Areas 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 County 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 Areas or to show cause why it cannot remedy such failure within the thirty (30) day period or such longer period as the County may allow, then the County, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the Common Areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the County entering upon such Common Areas and maintaining them for a period of one (1) 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 PUD and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the County may determine that it is or is not advisable for the County to enter upon such Common Areas, take non-exclusive possession of them and maintain them, according to County standards, for one (1) year. Such entry, possession and maintenance when followed in accordance with the above procedures shall not be deemed a trespass. In no event shall any such entry, possession and maintenance be construed to give to the public or the County any right to use the Common Areas.

The County may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such Common Areas 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, mentioned above, shall be assessed ratably against real properties within the Planned Unit Development, the owners of which have the right to the use and enjoyment of the Common Areas and shall become a charge or lien on said properties if not paid within thirty (30) days after receipt of a statement therefor.

4.3 Easements to Seascap Condominium Association, Inc. The recorded plat of THE REEF, PHASE II P.U.D., and other documents, grant a pedestrian access easement to the owners of the condominiums in Seascap I for access to the recreational facilities and the waterway, and a drainage easement to Seascap Condominium Association, Inc., (subject to the rights of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities situated thereon), to construct, operate and maintain drainage facilities within the Drainage and Access easement reflected on said plat. Seascap Condominium Association, Inc. is thereby granted the right to construct, operate and/or maintain drainage facilities within said easement area only in the event that the Association allows the drainage facilities in said easement area to become inoperable. No structure, planting or material shall be placed, or permitted to remain within said easement area, unless such structure was installed by the Developer or Association or by Seascap Condominium Association for drainage purposes.

4.4 Owners' Easements of Enjoyment. Subject to the limitations and provisions hereof, every Owner shall have a right and easement of use and enjoyment in and to the Common Areas.

4.5 Owners' Specific Easements Pertaining to the Common Areas. Each Owner and each tenant, guest and invitee of such Owner shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, private streets, sidewalks and driveways from time to time laid out on the Common Areas for use in common with all other Owners, their tenants, guests and invitees. The portion of the Common Areas not used, from time to time, for walkways, private streets, sidewalks and/or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use of such portion of such lands as common open space in such manner as may be regulated by the Association. The easements provided in this paragraph 4.5 shall be appurtenant to and pass with the title to each Unit. The Owners' rights of enjoyment and use of the Common Areas and easements are subject to the following.

4.5.1 The right and duty of the Association to levy assessments against each Lot located within the Property for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with any restrictions on the plat or plats of the Property from time to time recorded.

4.5.2 The right of the Association to suspend the voting rights of an Owner and right of an Owner to use the Common Areas (except the private streets, sidewalks and driveways from time to time located on the Common Areas) for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after the due date for payment thereof (see Paragraph 3.4, Page 6), and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published Rules and Regulations or until the infraction no longer exists, whichever is later.

4.5.3 The rights of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

4.5.4 The right of the owner of the Common Areas to mortgage the said Areas for the purpose of the improvement, repair or restoration thereof.

4.5.5 The right of the owner of the Common Areas to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, provided, however, that no such dedication or transfer shall be effective unless approved by Martin County and the Developer so long as the Developer owns at least one (1) Lot within the Property, and if Developer owns no Lots, then by Martin County and seventy-five percent (75%) of the Owners present and voting at regular or special meetings of Owners duly called and regularly conducted in accordance with the By-Laws.

4.6 Utility Easements. Public utilities and cable television and security may be installed underground in the Common Areas when necessary for the service of the Property, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

4.7 Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Common Areas.

4.8 Easement for Unintentional and Non-Negligent Encroachments.

If a Lot or any building or improvement shall encroach upon any portion of the Common Areas or upon an easement by reason of the non-purposeful or non-negligent act of Developer, then an easement for such encroachment shall exist so long as the encroachment exists.

4.9 Additional Easements. The Developer (during any period in which the Developer has any ownership interest in the Property) and the Association shall have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television, drainage or other utility easements, and to relocate any such existing easement in any portion of the Property, including the Common Areas, and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes. In addition, Developer reserves an easement for itself or its nominee(s) over, upon, across and under the Property as may be required in connection with the development of the Property.

4.10 Traffic Regulations. The Association, through its Board of Directors, shall have the right to post and promulgate traffic regulations throughout the Property for use of the streets. A copy of all traffic regulations and any amendments thereto shall be made available to all Members for inspection at the office of the Association. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the traffic regulations, including, without limitation, the assessment of fines which shall be collected pursuant to Article 5 of this Declaration, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment provided herein. Upon request, but in no event later than sixty (60) days after notice of violation of a traffic regulation, those who violate the traffic regulations shall be entitled to a hearing before the Board of Directors and forty eight (48) hours notice prior to the date of such hearing.

4.11 Adjustment of Common Areas. Any portion of property not used for a Residential Lot shall automatically be added to the Common Areas and any portion required to be included in a Residential Lot,

either presently or in the future, shall automatically be removed from the Common Areas, subject to approval by Martin County.

4.12 Delegation of Use. Any Member may delegate his common right to the use and enjoyment of the Common Areas to the members of his family and to his guests, subject to such general rules and regulations as may be established from time to time by the Association. The foregoing delegation shall not be deemed to exclude the Member from the use and enjoyment of the Common Areas.

4.13 Liability and Property Damage Insurance for Common Areas. The Association shall obtain comprehensive general public liability and property damage insurance covering all of the Common Areas insuring the Association and the Members as its and their interests appear, in such amounts and providing such coverage as the Board of Directors may determine from time to time. In the event of loss or damage to any portion of the Common Areas, the Association is unconditionally obligated to restore or replace the damaged property to its previous condition.

4.14 Maintenance of Common Areas. The Association shall have the responsibility of maintaining in good repair any and all improvements situated on the Common Areas (as construction is completed by Developer), including, but not limited to all recreational facilities, if any, landscaping, sprinkler pipes and systems, paving, drainage structures or systems, utility easements, walkways, parking facilities, streets, driveways, street lighting, fixtures and appurtenances, entrance features and structures (except public facilities) as ordered by the Board of Directors acting on a majority vote of the Board. All work pursuant to this Paragraph 4.14 and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article 5 hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by negligent conduct of an Owner or by the failure of an Owner to comply with lawfully adopted Rules and Regulations shall be levied as a special assessment against such Owner. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across all portions of the Property and to excavate thereon in connection with the maintenance of sprinkler pipes and systems to the extent necessary for the performance of the work to be performed pursuant to this Paragraph; provided, however, that the

party causing any such excavations restores disturbed areas to the condition thereof immediately prior to such excavations.

ARTICLE 5
ASSESSMENTS AND FINES

5.1 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.

5.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance of the Common Areas, payment of Common Expenses, management of the Association and for promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for payment of: operation, maintenance and management of the Association and the Common Areas; property taxes and assessments against, and such insurance coverage for the Common Areas as deemed appropriate by the Association; legal and accounting fees; maintenance of the streets,; management fees, security costs; normal repairs and replacements; charges for utilities used upon the Common Area; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the members of others; maintenance of vacant property; 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.

5.3 Basis and Collection of General Assessments. The Board of Directors of the Association shall annually estimate the Common Expenses it expects to incur and shall assess its Members sufficient monies to meet this estimate. All Lots shall be assessed at a uniform rate, to be determined by the Board of Directors of the Association, so that all Lots subject to a General Assessment shall be assessed equally. Should the Board of Directors of the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, or in the event of an emergency, the Board 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. A fifty dollar (\$50.00) penalty for non-waterfront lots and a seventy-five dollar (\$75.00) penalty for waterfront lots shall be due for any assessment paid 30 or more days late.

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

5.5 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, freeze damage and fires. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

5.6 Individual Assessments. The Board of Directors of the Association shall have the power and authority to levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements within or without the Lot, 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. The Association shall also have the power and authority to levy and collect an Individual Assessment against a particular Lot for fines resulting from violations, pursuant to the provisions of Section 5.7 of this Declaration. The Association shall have a right of entry onto each Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. 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 Board of Directors of the Association shall determine.

5.7 Fines. The Board of Directors of the Association may levy reasonable fines against Owners for violations of the provisions contained in this Declaration, the Articles of Incorporation, the By-Laws and Rules and Regulations promulgated by the Board of Directors

of the Association from time to time. Owners who violate any of the foregoing documents or rules shall be entitled to notice and a hearing before the Board of Directors of the Association, prior to the imposition of any fine. Fines are Individual Assessments and shall be collectible as such.

5.8 Effect of Non-Payment of Assessments or Fines. All notices of Assessments or fines from the Association to the Members shall designate when the Assessment or fine is due and payable. If an Assessment or fine is not paid on the date when due, it shall become delinquent and shall bear interest at the maximum rate allowed by the Florida usury laws, from the date when due until paid. An Assessment or fine is a personal obligation of the Owner. The Association may also record a claim of lien in the Public Records of the County, setting forth the amount of the unpaid Assessment or fine, the rate of interest due thereon and the costs of collection thereof. The Owner shall pay all costs of collection, including, without limitation, reasonable attorneys' fees at trial and upon appeal, and the claim of lien shall secure such payment. The Association may, at any time thereafter, bring an action to foreclose the lien against the Lot 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 or fine the costs of such action, including attorneys' fees and in the event a judgement is obtained, such judgement shall include interest on the Assessment or fine, as 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 Lot 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 or fines. For purposes of this paragraph, the term "Assessment" includes General, Special, Emergency Special and Individual Assessments.

5.9 Subordination of Lien to Mortgagees. Regardless of the effective date of the lien of any Assessments or fines made by the Association, the lien of the Assessments or fines shall be superior to all liens, including homestead rights, but shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination shall, however, apply only to Assessments or fines which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. The written opinion of the Association that the lien for Assessments or

finances is subordinate to a mortgage lien shall be dispositive of any question of subordination. No sale or other transfer shall relieve any Lot from liability for any Assessment or fine becoming due thereafter, nor from the lien of any such subsequent Assessment or fine; provided, however, that the successor in title shall not be personally liable for such delinquent Assessment or fine, unless such successor assumes such obligation. Any delinquent Assessments or fines 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 members in the same manner as General Assessments are assessed.

5.10 Payments by Developer. Developer shall be exempt from paying the assessment attributable to each parcel owned by the Developer and Developer shall have no obligation to fund reserves or deficiencies for the Association at any time..

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

5.11.1 All property dedicated to or owned by the Association.

5.11.2 Any portion of the Property dedicated to the County.

5.11.3 Any portion of the Property owned by Developer; Developer shall pay those amounts stated above in the subsection entitled "Payments by Developer," in lieu of Assessments, unless Developer elects otherwise, pursuant to Paragraph 5.10 of this Declaration.

ARTICLE 6 USE OF PROPERTY

6.1 Protective Covenants. The Property is subject to the following restrictions and covenants:

6.1.1 Residential Use. All Lots shall be used, improved and devoted exclusively for residential use. The use of Lots for model homes, sales offices and/or administrative offices shall be permitted for the Developer until the Developer has sold all Units owned by it within the Property.

6.1.2 Use Restricted to Single Family Dwelling. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family private dwelling, with an attached or detached garage. However, guest houses shall be permitted if permitted by applicable zoning and building rules, ordinances and regulations.

6.1.3 No Commercial Use or Re-subdivision. All applicable Lots shall be single family residential subject to all zoning and building rules, ordinances and regulations of Martin County, Florida and any other applicable governmental entity. No Lot shall be re-subdivided. No Lot or any structure built thereon shall be used for any purposes other than single family residential. However, Developer shall be permitted to use Lots for model homes, sales offices and/or administrative offices until Developer has conveyed all Lots to Owners.

6.1.4 Domestic Pets. Owners may keep as pets, dogs, cats, tropical fish and birds, provided that no more than four (4) pets per Lot shall be permitted with 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 off Owner's Lot. At no time shall a pet be allowed to enter upon any Lot other than the Lot on which the pet is kept. 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 sanitary containers on said Owner's Lot. The Association shall have the right to order the removal of any pet which is considered a nuisance, in the Association's sole discretion. In such event, the Association shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

6.1.5 Recreational and Commercial Vehicles. No boats, recreational vehicles, campers, trailers, habitable motor 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 vehicles 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 any time 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.

6.1.6 Temporary Structures. No structure or object of a temporary character such as, but not limited to 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 Developer for development, construction or sale of property throughout the Property.

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

6.1.8 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Lot by the Owners shall be allowed. No Owner shall commit or permit any nuisance or any 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 Lot.

6.1.9 Outside Displays. No owner shall cause anything to be affixed on or attached to, hung, displayed or placed on the exterior walls, doors balconies or windows of his residence located on any Lot, nor shall he place any furniture or equipment outside said improvements on said Lot, except with the prior written consent of the Architectural Review Board. This provision shall not apply to the Developer, nor shall it prohibit the use of patio furniture within the confines of a patio appurtenant to a particular residence.

6.1.10 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 Areas or the exterior of any Lot unless approved in advance by the Association. 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 Architectural Review Board, which approval may not be arbitrarily withheld. All electrical service to dwelling shall be underground, no overhead service is permitted on any Lot.

6.1.11 Subdivision of Dwellings and Parcels. No dwelling shall be re-subdivided to form a dwelling smaller than the dwelling originally constructed on the Lot. No Lot shall be re-subdivided to form a Lot smaller than the Lot originally conveyed by Developer to purchasers. No transfer or conveyance of a dwelling or Lot or a portion thereof shall be valid unless the entire dwelling or Lot is so transferred or conveyed; provided, however, that this shall not prohibit corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

6.1.12 Access to Lots. Whenever the Association or any management entity contracted by the Association is permitted or required by this Declaration to enter any Lot for the purpose of correction, repair or maintenance or in the event of an emergency or any other required or permitted activity, such entrance shall not be deemed a trespass.

6.1.13 Signs. 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.

6.1.14 Easements. No dwelling or other improvement, or any tree, bush, shrub or landscaping of any kind other than sod, shall be built or maintained upon any easement or right-of-way without the prior written approval of the Association and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

6.1.15 Maintenance of Lots. All Lots, dwellings, structures and outside displays 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. The landscaping, lawns, bushes, shrubbery, hedges, etc., on all Lots shall be neatly maintained so as to preserve an aesthetically pleasing environment. No owner shall permit their lawns to exceed four (4) inches in height.

The Association shall have the right to promulgate rules and regulations regarding the landscaping of all Lots. In the event an Owner fails to maintain his Lot as aforesaid for a period of at least thirty (30) days, the Association shall have the right, exercisable in its sole discretion, to clear any unsightly debris and/or refuse from any Lot deemed by the Association to be a health menace, fire hazard, or a detraction from the aesthetic appearance of the Property; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Lot 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 rate of eighteen percent (18%) or at the maximum rate permitted by the usury laws of the State of Florida, whichever is greater, shall be charged to the Owner and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article 5 of this Declaration.

6.1.16 Refuse Containers and Storage Tanks. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers. All such sanitary refuse containers shall be kept in a garage or other enclosed structure so that they are not visible from the streets, adjoining lots or river. Trash, refuse or waste materials shall not be burned on any Lot. No Owner may keep or maintain any oil or gasoline tanks on his Lot. Owner may have a buried propane tank to fuel BBQ, pool or appliances. A small propane tank used with portable BBQ is permitted.

6.1.17 Streets. No title to any land in any street is intended to be conveyed or shall be conveyed to the grantee of a Lot under a deed or to the purchaser of a Lot under any contract.

6.1.18 Outdoor Clotheslines. Outdoor clotheslines shall be screened from public view, so that they are not visible from the street or from adjoining Lots.

6.1.19 Underground Utilities. All secondary electrical conduits and hook-ups shall be kept underground. No above ground wires of any kind shall be permitted.

6.1.20 Mailboxes and Newspaper Boxes. The style and type of all mailboxes shall be as prescribed by Developer. No newspaper boxes may be installed or maintained on any Lot.

6.1.21 Common Areas. No Owner shall have the right to perform any maintenance, repairs or alterations of the Common Areas, or the improvements thereon, if any, nor shall any Owner have the right to construct any improvements of any type or nature whatsoever on the Common Areas. No Owner shall interfere in any way with the maintenance and repair of the Common Areas or the improvements located thereon, if any, by the Association, its agents, employees or any management entity contracted by the Association. Further, each Owner shall be responsible for any damage caused to the Common Areas or the improvements located thereon, if any, caused by such Owner, his family, lessees and guests. The cost of such damage shall be levied against such Owner and his Lot as an Individual Assessment pursuant to the provisions of Paragraph 5.7 hereof.

6.1.22 Recreational Facilities. Use of any recreational facilities within the Property, if any, shall be totally at the risk of those individuals using such facilities and not at the risk of the Association or Developer. Neither the Association nor the Developer shall be liable for the negligence of any party in connection with the use of the Common Areas or any other portion of the Property.

6.1.23 Architectural Review Board Approval. No building, dwelling, sign, outside lighting, fence, hedge, wall, walk, dock or other structure shall be constructed, erected, removed, or maintained on the Property or any Lot, nor shall any addition to or any change or alteration thereof be made until the prior written approval of plans and specifications by the Architectural Review Board ("ARB") of the Association has been obtained as more particularly set forth in Article 15 hereof. Mail boxes and outside light posts shall be erected pursuant to the guidelines of the Architectural Review Board.

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

6.1.25 Rules and Regulations. No person shall use the Common Area or any Lot 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.

6.1.26 Leasing. No dwelling in THE REEF, PHASE II shall be leased for a term of less than four (4) months, nor shall a dwelling be leased more than two (2) times in one (1) year. The Owner shall be

responsible for all assessments and for the keeping of all covenants set forth in this Declaration and a violation of any covenant or rule or regulation by a Lessee shall also be a violation by the Owner. Lessees must be supplied by Owner with a copy of the rules and regulations.

6.1.27 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot without the prior written approval of the Architectural Review Board.

6.1.28 Siding Requirements. 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 siding. Board and batten is not allowed.

6.1.29 Lawns and Landscaping.

6.1.29.1 All lawns in front of all dwellings shall extend to the pavement line. No gravel or blacktop or paved parked strips shall be allowed on any Lot unless such strips were on the original plans and specifications, approved by the Architectural Review Board, or were subsequently approved in writing by the Architectural Review Board. Upon 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 set back areas preserved but including swale areas adjacent to a Lot 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 Architectural Review Board.

6.1.29.2 Upon the sodding of a Lot, 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.

6.1.29.3 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 Lot. 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 Lot and to collect the costs thereof, up to a maximum of \$3,000.00 from the Owner as an Individual Assessment, pursuant to Article 5 of this Declaration.

6.1.29.4 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 devices to assist in water conservation as well as micro-irrigation of scrubs and trees. 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 or visible from the street.

6.1.29.5 Preservation of Trees on Lots: All Owners shall protect as much of the natural foliage and trees on Owner's Lot as possible. The native scrubs and trees require little, if any, maintenance or irrigation and are 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.

6.1.30 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 specifications. No deviation will be permitted.

6.1.31 Easements. With the exception of improvements installed by 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 which shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the Architectural Review Board shall be maintained by each Owner in front of each Lot to the front Lot line, and in the rear of each Lot to the rear Lot line.

6.1.32 Maintenance of Lots, Swale Areas and Drainage Easements. All Lots 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 Lots and all swale areas abutting Lots, whether or not such swale areas are a part of the Lot, shall be mowed, edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growth) up to the curb of the street abutting the Lot. Each individual Lot Owner shall also maintain all drainage easements abutting their Lot and located between said Lot and the roadway or Common Area in the same condition and manner as the Lots are required to be maintained pursuant to this Declaration and South Florida Water Management District requirements. In addition, each 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 Lot, 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 growth from any Lot deemed by the Association to be a health hazard, fire hazard or a detraction from the aesthetic appearance of the Property provided, however, that at least ten (10) days prior notice shall be given by the Association to the Owner of such Lot 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 Owner and shall become a lien on the subject Lot, which lien shall be effective, have priority, and be enforced pursuant to the procedures set forth in Article 5 of this Declaration.

6.1.33 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.

6.1.34 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.

6.1.35 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 shall not result in overcrowding the Lot. The plans and specifications for any such guest suite must be approved, in advance, by the Architectural Review Board.

6.1.36 Builder Approval. The primary builder or contractor must be approved by the Developer or Architectural Review Board by way of a full, recent and complete resume sent to the current address of the Architectural Review Board. Absolutely no permit will be issued by Martin County until the plans and the builder have been approved in writing by the Architectural Review Board or Developer.

6.1.37 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 Developer, the County or the Association. 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.

6.1.38 Gopher Tortoise Restrictions. If a gopher tortoise burrow(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 a preserve area, 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 Developer, Association president or Martin County Soil and Water Conservation office for a relocation specialist.

6.1.39 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, 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.

6.1.40 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 7
CONNECTION TO WATER AND SEWER - PAYMENT OF CONNECTION

Developer will provide water and sewer lines to the front Lot line of each Lot. The connection fee for water and sewer will be paid by the individual Lot Owner. As to the source or supply of water for irrigation purposes, the same shall be from Martin County Utilities, unless agreed to otherwise by Martin County Utilities.

ARTICLE 8
MORTGAGEE'S RIGHT OF ACCESS

All mortgagees shall have a right of access across all Common Areas for the purpose of ingress and egress to any and all Lots and other properties upon which they hold a mortgage.

ARTICLE 9
SALES ACTIVITY AND DEVELOPER'S RIGHTS

Until the Developer has completed, sold and conveyed all of the Lots within the Property, neither the Owners, nor the Association, nor their use of the Common Areas shall interfere with the completion of any contemplated improvements and the sale of Lots. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to the maintenance of sales offices for the showing of the Property and display of signs, billboards, placards and visual promotional materials. The Developer shall have the right to use common parking spaces, if any, located on the Common Areas for prospective purchasers and such other parties as Developer determines.

ARTICLE 10
ENFORCEMENT OF RESTRICTIONS, COVENANTS, RULES AND REGULATIONS

10.1 Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all Rules and Regulations from time to time adopted by the Board of Directors of the Association.

10.2 Enforcement. Failure of the Owner to comply with such restrictions, covenants or Rules and Regulations shall be grounds for

action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including costs and attorney's fees incurred in bringing such actions and, if necessary, costs and attorney's fees for appellate review. The Association shall have the right to suspend voting rights and use of the Common Areas (except the private streets, sidewalks and driveways from time to time located on the Common Areas) as more particularly provided in Paragraph 4.4 hereof.

ARTICLE 11
AMENDMENTS

11.1 Amendment by Developer. Until the Developer has completed, sold and conveyed all of the Lots within the Property ("Completion Date"), any amendments to this Declaration may be made by Developer alone, which amendments shall be signed by or on behalf of the Developer and need not be joined by any other party.

11.2 Amendment by Owners. After the Completion Date, this Declaration may be amended only with the consent of (a) two-thirds (2/3) of all Owners and (b) a majority of the entire Board. The aforementioned consents must be in writing and shall be affixed to the amendment to this Declaration.

11.3 Limitation on Amendment. Notwithstanding anything to the contrary contained herein, so long as Developer is the Owner of any Lot in the ordinary course of its business, Developer's written consent must be obtained and affixed to any amendment as a necessary condition precedent to the adoption of such amendment and, in the absence of such consent, any purported amendment shall be ineffective, null and void.

11.4 Amendments Effecting Surface Water Management System or Preserve Areas. Any amendments to this Declaration effecting the Surface Water Management System or Preserve areas must be approved by the South Florida Water Management District and any amendments regarding maintenance or conveyance of common areas must be approved by Martin County.

11.5 Effective Date. Any amendment to this Declaration shall become effective upon the recordation thereof in the Public Records of Martin County, Florida.

ARTICLE 12
ASSIGNABILITY OF RIGHTS OF DEVELOPER

The rights and privileges reserved in this Declaration in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the Developer, the nominee, assignee or designee of the Developer, the successor or successors in interest of the Developer, and/or the successor or successors in interest of the nominees, assignees or designees of the Developer. However, no assignment may be made which would effect the Association's ultimate responsibility for maintenance of common areas without the approval of Martin County.

ARTICLE 13
ARCHITECTURAL CONTROL

13.1 Single Family Residential Lot

13.1.1 Only one single family residence may be constructed on a Lot. As to Lots 37 through 58 inclusive, the minimum roof area of the single family residence shall not be less than 2,300 square feet with 1800 square feet air conditioned. As to Lots 32 through 36 inclusive, the minimum roof area of the single family residence shall not be less than 2,500 square feet with 2,000 square feet air conditioned.

13.1.2 When the construction of any building is commenced, work thereon must be prosecuted diligently and must be completed within a reasonable time. The exterior of all residences and other structures and landscaping must be completed within one (1) year after commencement of construction.

13.2 Necessity of Architectural Review and Approval. No building, fence, wall, boat dock, or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications are approved by the Association's Architectural Review Board. All plans must be prepared and stamped by a registered architect, or registered engineer licensed in the State of Florida. The Architectural Review Board will approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it. The Architectural Review Board may waive some or all of the requirements relating to plans,

specifications, architecture, architecture stamps and signatures, etc. in its own discretion where it is determined that total compliance would serve no useful purpose. The approval or disapproval as required of the Architectural Review Board in these covenants shall be in writing.

13.3 Architectural Review Board. There shall be an Architectural Review Board ("ARB") consisting of up to three (3) members appointed by the Board of Directors of the Association ("Board"). Developer shall have the right to appoint all members of the Architectural Review Board so long as Developer is the Owner of any Lot in the ordinary course of its business. The members of the Architectural Review Board shall serve until death, resignation or their removal from the Architectural Review Board by the Board (or Developer if Developer still owns any Lot in the ordinary course of its business.)

13.4 Architectural Review Board - Duties.

13.4.1 A majority of the Architectural Review Board members in office shall constitute a quorum for the transaction of business, and all action taken by the Architectural Review Board at any meeting at which a quorum is present shall be by a simple majority of those present. No formal meetings shall be required of the Architectural Review Board and any action may be taken by the Architectural Review Board without a meeting by oral consent, to be confirmed in writing and signed by a majority of the Architectural Review Board members.

13.4.2 Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved exterior plans, elevations and specifications.

13.4.3 In passing upon all such plans and specifications, the Architectural Review Board shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the Lot upon which it is to be erected, its harmony with the surroundings and the effect of the building on other structures, as planned, as viewed from adjacent or neighboring lots. The Architectural Review Board shall use reasonable judgement in passing upon all such plans and specifications, but shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Architectural Review Board acted with malice or wrongful intent.

13.4.4 When a building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot or building plot in a manner as to constitute a violation or violations of these covenants and restrictions, the Architectural Review Board shall have the right, but not the obligation, at any time to release the lot or building plot, or portions of it, from any part of the covenants and restrictions as are violated. However, the Architectural Review Board shall not give any such release except with respect to a violation that it determines to be minor.

13.5 Architecture - Plan Submittal.

13.5.1 General. Two (2) sets of plans are to be submitted to the Architectural Review Board for all drawing phases discussed herein; i.e., Preliminary Plan, Working Drawings, Revisions, Additions. One set will be returned to the applicant with comments or approval in writing.

13.5.2 Preliminary Plan. The Preliminary Plan required of all applicants is to include the following: Size of Lot, Lot Number, building square footage, set-backs, Lot coverage, building and roof lines, finished grades and drainage, building elevations showing materials, colors and finishes for all exterior design elements.

13.5.3 Working Drawings. Working Drawings, required of all applicants, shall include the following: Revisions required by Preliminary Plan Review; construction details; specifications which shall be in writing.

13.6 Architectural - Design Guidelines

13.6.1 Screening

(A) Laundry facilities and any service or utility area, including any area for hanging clothes, must be completely screened from view on all sides.

(B) Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street and shall be fully enclosed and covered. All houses must have garbage disposals installed.

13.6.2 Color. Colors, materials and finishes are to be coordinated on all exterior elevations of the buildings and all outside displays to achieve total continuity of design.

13.6.3 Signs. No sign of any character shall be displayed or placed upon any part of the property unless approved by the Architectural Review Board.

13.6.4 Mechanical Equipment and Duct Work.

(A) All roof-mounted mechanical equipment and/or vents which project above the roof are to be painted and consistent with the color scheme of the roof in all cases. All units at grade shall be screened visually.

(B) Gutters and downspouts are to be painted to match the surface to which attached unless used as a major design element, in which case the color is to be consistent with the color scheme of the building and approved by the Architectural Review Board.

13.6.5 Exterior Design.

(A) Garages may be attached or detached from the residence, and may have entrances facing the street. However, if possible, they should be designed to face side lot lines. Minimum square footage is 440.

(B) No visible antenna systems shall be permitted.

(C) The design, size and type of mailbox must be approved by the ARB.

(D) The roofs of all structures constructed on Lots shall be covered with materials of high quality and shall have a minimum pitch of 5:12 unless said requirements are waived by the ARB. Approved materials include, but are not limited to wood, cement, metal and architectural shingles.

13.6.6 Driveways. Must meet same grade at the edge of all roadway pavements. Permitted materials include concrete, paver stone and brick. No asphalt or loose stone/gravel driveways are permitted.

13.6.7 Building Location. The set-back requirements and building, swimming pool or other structure location on any Lot shall

be governed by the requirements of Building Department, Martin County, Florida, as the same may be amended from time to time. However, the ARB may impose additional or different set-back requirements in order to prevent obstruction of views from adjacent lots and to enhance the value of the Property in general.

13.7 Landscaping Review. Landscaping plans and specifications shall be submitted to the ARB for review and approval along with all other final plans and specifications.

ARTICLE 14 **CONVEYANCES**

14.1 In order to assure a community of congenial residents and thus protect the value of the dwellings and to further the continuous development of the Property, the sale of Residential Lots shall be subject to the following provisions:

14.1.1 In the event of a sale, it is the responsibility of the purchaser to furnish the Association with Owner mailing address for all future correspondence from the Association. The new purchaser shall be required to execute a copy of the Rules and Regulations of the Association, acknowledging that he takes title subject to those Rules and Regulations.

ARTICLE 15 **GENERAL PROVISIONS**

15.1 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Developer and any Owner, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of the recordation of this Declaration in the Public Records of Martin County, Florida. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years.

15.2 Indemnification. The Association covenants and agrees that it shall indemnify, defend and hold harmless Developer and any related corporations, including, but not limited to parent corporations and their employees and the Association's officers and members of the Board from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life, and/or

damage to property sustained on or about the Property or other property serving the Association or resulting or arising out of the operation of the Association and improvements thereof and thereon or resulting from or arising out of activities or operation of the Association and from and against all costs, expenses, counsel fees (including, but not limited to all trial and appellate level and whether or not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgements and/or decrees which may be entered thereon. The cost and expense of fulfilling this covenant of indemnification set forth in this paragraph shall be a common expense to the extent such matters are not covered by the Association's insurance.

15.3 Non Liability of Developer. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person or entity other than the Developer.

15.4 Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, post-paid, to the last known address of the person who appears as Member of Owner on the records of the Association at the time of such mailing.

15.5 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding provided herein or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against their property to enforce any lien created by these covenants and restrictions. In any such enforcement proceeding the party seeking enforcement (i.e., Developer and/or Association) shall be entitled to recover court costs, expenses and attorney's fees incurred in connection therewith. Any failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15.6 Severability. Invalidation of any one or more of the covenants, restrictions or provisions of this Declaration by judgement or court order shall in no way effect any other covenant, restriction or provision hereof and such other covenants, restrictions and provisions are hereby declared to be severable and shall remain in full force and effect.

15.7 Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration.

15.8 Limitations. So long as the Developer is in control of the Association and is pursuing the development of the Property, the Association may take no action whatsoever in opposition to the development plan of the Property or to any changes proposed thereto by the Developer.

15.9 Context. Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein shall be deemed to mean the corresponding plural form thereof and vice versa.

15.10 No Implied Waiver. The failure of Developer, the Association, the Board of Directors or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction or provision.

15.11 Execution of Documents. The plan for the development of the Property may require from time to time the execution of certain documents required by Martin County. To the extent that said documents require the joinder of Owners, the Developer, by its duly authorized officers, may as the agent or attorney-in fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Developer attorneys-in-fact for such purpose. Such appointment is coupled with an interest and is, therefore, irrevocable. Any such documents executed pursuant to this Section 15.11 shall recite that it is made pursuant to this Section 15.11.

15.12 Conflicts. In the event of any inconsistency between this Declaration and the Articles and By-Laws of the Association, the provisions of this Declaration shall supersede, govern and control.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for the HOMEOWNERS ASSOCIATION OF THE REEF, PHASE II, INC. has been executed by Developer on the day and year first above set forth.

WITNESSES:

Linda R. McClan
LINDA R. McCLAN
Gregory J. Cook
GREGORY D. COOK

SEAFIELD LAND CORP., a Florida corporation

By: Stephen P. Conway
Name: Stephen P. Conway
Title: V. Pres.
Address: 1501 Decker Ave. C-519
Stuart, FL

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 8th day of February, 1996 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)

Gregory D. Cook
Notary Name: _____
Notary Serial No.: _____
(if any)



LEGAL DESCRIPTION FOR THE REEF, PHASE II (f.k.a. The Colony)

All of SEASCAPE II, according to the plat thereof recorded in Plat Book 12, Page 32, Public Records of Martin County, Florida more particularly described as follows:

A part of Lot 19 and a portion of Lot 26 of the COMMISSIONERS SUBDIVISION OF LOTS 13 AND 14 OF THE "HANSON GRANT" as recorded in Plat Book 1, Page 89 of the Public Records of Palm Beach (now Martin) County, Florida; being more particularly described as follows:

Commencing at the Northwest corner of said Lot 19, thence North 66 degrees 17'15" East along the North line of said Lot 19 a distance of 926.19 feet to the Point of Beginning of this description; thence continue North 66 degrees 17'15" East along said North line a distance of 1339 feet more or less to the approximate mean high water line of the Intracoastal Waterway, thence Southerly and Southwesterly along said approximate mean high water line a distance of 805 feet more or less to the South line of said Lot 26, thence South 66 degrees 17'15" West along said South line a distance of 1037 feet more or less to a point which lies North 66 degrees 17'15" East, 658.12 feet from the Southwest corner of said Lot 26, thence North 23 degrees 42'45" West, a distance of 660.00 feet to the Point of Beginning.

EXHIBIT "A"

LEGDESC1.REEF

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ARTICLES OF INCORPORATION
OF
THE COLONY OF ROCKY POINT HOMEOWNERS ASSOCIATION, INC.

(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

ARTICLE I
NAME OF CORPORATION

The name of the corporation is THE COLONY OF ROCKY POINT HOMEOWNERS ASSOCIATION, INC. ("Association").

ARTICLE II
REGISTERED OFFICE - REGISTERED AGENT

The street address of the Registered Office of the Association is 1501 Decker Avenue, E-519, Stuart, Florida 34994. The name of the Registered Agent of the Association is Stephen P. Conway.

ARTICLE III
DEFINITIONS

The definitions in the Declaration of Covenants and Restrictions for THE COLONY OF ROCKY POINT ("Declaration") recorded or to be recorded in the Public Records of Martin County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV
PURPOSE OF THE ASSOCIATION

The Association is formed to: (a) provide for ownership operation, maintenance and preservation of the Common Areas and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and its members within the Property; and (d) promote the health, safety and welfare of the members of the Association.

ARTICLE V
NOT FOR PROFIT

The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for its members.

ARTICLE VI
POWERS OF THE ASSOCIATION

The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations and

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

operate and maintain the Association and Common Areas, including, but not limited to the following:

(a) To perform all the duties and obligations of the Association set forth in the Declaration, By-Laws and as herein provided.

(b) To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing the Association and Property.

(c) To fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments pursuant to the terms of the Declaration, these Articles and By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including, but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(d) To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association.

(e) To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

(f) To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of the Property to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines.

(g) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

(h) To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Property, Common Areas and Lots and to effectuate all of the purposes for which the Association is organized.

(i) To have and to exercise any and all powers, rights and privileges which a non-profit corporation, organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

(j) To employ personnel and retain independent contractors to contract for management of the Association, Property and Common Areas and to delegate in such contract all or any part of the powers and duties of the Association; to contract for services to be provided to the Association, Common Areas and Property such as,

but not limited to security services, maintenance, garbage pick-up and other utilities.

(k) To contract with other entities for the benefit of the Association and its members.

(l) To establish committees and delegate certain of its functions to those committees.

ARTICLE VII VOTING RIGHTS

The Association shall have two (2) classes of voting members:

CLASS A. The Owner of each Lot shall be a Class A member. Each Class A member who owns a Lot in the Project shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns an interest in any Lot, all persons shall be members. The vote associated with that Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Developer is the Class B member. The Class B membership shall cease on the happening of the earlier of the occurrence of one of the following events:

(a) One hundred twenty (120) days after all of the Lots that will be ultimately subject to the Declaration have been conveyed to Owners other than Builders; or

(b) Such earlier date as Developer may determine.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board consisting of not less than three (3) persons. Board members appointed by Developer or elected by Class B members need not be members of the Association. Board members elected by Class A members must be members of the Association. The first board shall consist of three (3) persons. Thereafter, the number of Directors shall be increased or decreased as set forth in the By-Laws of the Association.

The election or appointment, as the case may be, of Directors shall be held at the annual meeting. Directors shall be elected or appointed as the case may be, for a term expiring on the date of the next annual meeting.

The Directors named in these Articles shall serve until the next election of Directors. Any vacancies in the first Board shall be filled by the Developer. The names and addresses of the members of

the first Board who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Stephen P. Conway
1501 Decker Avenue #E-519
Stuart, Florida 34994

Leonard D. Conway
1501 Decker Avenue #E-519
Stuart, Florida 34994

Leonard T. Conway
1501 Decker Avenue #E-519
Stuart, Florida 34994

ARTICLE IX DISSOLUTION

In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE X DURATION

The Association shall have perpetual existence.

ARTICLE XI AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed by a vote of the majority of the entire Board. Until the project completion date, amendments may also be proposed by the Class B member. Thereafter, amendments may also be proposed by twenty-five percent (25%) of the members of each class entitled to vote on the amendment. If a vote of the members is required, the proposed amendment shall be submitted to a vote of the members entitled to vote at a special or annual meeting of the members.

2. Call for Meeting. Upon the adoption of a resolution proposing an amendment, the Association shall thereupon call a special meeting of the class of membership entitled to vote on the amendment, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary/Treasurer to give each member written notice stating the purpose of the meeting, place, day and

hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than fifteen (15) or more than sixty (60) days before the date of the meeting, either personally or by first class mail, addressed to the member at the address as it appears on the books of the Association.

3. Vote Necessary. In order for an amendment to become effective, it must be approved at a duly called meeting by an affirmative vote of (i) until the sale of a Lot in the project to an Owner other than Declarant by a majority of the Board; and (ii) thereafter, while Class B memberships exist, by a majority of the Class B members only; and (iii) thereafter, by seventy-five percent (75%) of the votes of both the Class A members and Board.

4. By Written Statement. Notwithstanding the provisions of 1 and 2 above, if an amendment may be adopted by the Board or members and the required number of the Board or members eligible to vote sign a written statement manifesting their intention that an amendment be adopted, then the amendment shall thereupon be adopted.

5. Filing. Articles of Amendment containing the approved amendment shall be executed by Association by its President or Vice President and attested by its Secretary or Assistant Secretary. The Articles of Amendment shall set forth:

- (a) The name of the corporation;
- (b) The amendment(s) so adopted;
- (c) The date of the adoption of the amendment.

Articles of Amendment shall be filed, together with the appropriate filing fees, within ten (10) days from approval with the Office of the Secretary of the State of Florida for approval.

6. Limitations.

A. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

B. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of: (i) Developer, including, without limitation, the right to designate and select the Directors as provided herein and the rights reserved to Developer in the Declaration, without the prior written consent thereto by Developer, which may be granted or denied in its sole discretion; and (ii) any mortgagee without the prior written consent of such mortgagee.

**ARTICLE XII
INCORPORATOR**

The name and address of the Incorporator of this corporation is:

Stephen P. Conway
1501 Decker Avenue #E-519
Stuart, Florida 34994

**ARTICLE XIII
OFFICERS**

The Board shall elect a President, Secretary/Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine.

The names and addresses of the officers who shall serve until their successors are elected by the Board are as follows:

President: Stephen P. Conway
1501 Decker Avenue #E-519
Stuart, Florida 34994

Vice President: Leonard D. Conway
1501 Decker Avenue #E-519
Stuart, Florida 34994

Secty/Treas: Leonard T. Conway
1501 Decker Avenue #E-519
Stuart, Florida 34994

**ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of all other rights to which such Director or Officers may be entitled.

**ARTICLE XV
TRANSACTIONS IN WHICH DIRECTORS OR
OFFICERS ARE INTERESTED**

No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officer or directors or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the board or a Committee which authorized the contract or transaction.


IN WITNESS WHEREOF, the undersigned incorporator of THE COLONY OF ROCKY POINT HOMEOWNERS ASSOCIATION, INC. has executed these Articles of Incorporation, this 2nd day of March, 1995.


STEPHEN P. CONWAY

STATE OF FLORIDA)
COUNTY OF ~~FLORIDA~~)
 MARTIN

The foregoing instrument was acknowledged before me this 2nd day of March, 1995 by Stephen P. Conway who is personally known to me, or ✓ has produced Florida Driver License as identification.

(NOTARY SEAL)


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



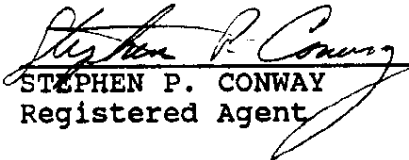
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE AND
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That The Colony of Rocky Point Homeowners Association, Inc., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation at 1501 Decker Avenue, E-519, Stuart, Florida 34994, has named Stephen P. Conway, located at 1501 Decker Avenue, E-519, Stuart, Florida 34994, as its agent to accept service of process within this State.

ACCEPTANCE

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.


STEPHEN P. CONWAY
Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF


THE COLONY OF ROCKY POINT HOMEOWNERS ASSOCIATION, INC.
(a Corporation Not-For-Profit)

In compliance with the requirements of the Articles of Incorporation of The Colony Of Rocky Point Homeowners Association, Inc., filed for record with the State of Florida on March 20, 1995, and the Declarant being the sole owner of all lots in The Colony of Rocky Point;

NOW, THEREFORE, the Board of Directors of The Colony of Rocky Point Homeowners Association, Inc. unanimously votes to amend the Articles of Incorporation of The Colony of Rocky Point Homeowners Association, Inc. by:

1. Changing the name of the Corporation to **THE REEF PHASE II HOMEOWNERS ASSOCIATION, INC.**
2. Changing the address for the Registered Office and Registered Agent to 5305 Reef Way, Stuart, Florida 34997.

IN WITNESS WHEREOF, the undersigned President of said corporation has executed these Articles of Amendment this 21st day of February, 1996.

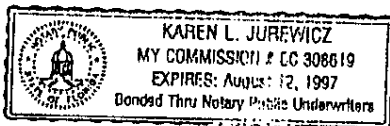

STEPHEN P. CONWAY, President

Attested:

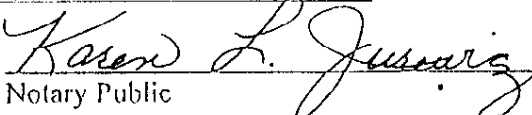

LEONARD T. CONWAY, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing was acknowledged before me this 21st day of February, 1996, by Stephen P. Conway, the President of The Reef Phase II Homeowners Association, Inc. (f/n/a The Colony of Rocky Point Homeowners Association, Inc.), on behalf of said Corporation, and he is personally known to me or has produced FLORIDA DRIVER LICENSE as identification.



[Notary Stamp]


Notary Public
Print Name: _____

ARTICLES AND

**BY-LAWS OF
THE REEF PHASE II HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is THE REEF PHASE II HOMEOWNERS ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 5305 Reef Way, Stuart, Florida 34997.

**ARTICLE II
DEFINITIONS**

The definitions contained in the Declaration of Covenants and Restrictions for THE REEF PHASE II HOMEOWNERS ASSOCIATION ("Declaration"), recorded or to be recorded in the Public Records of Martin County, Florida, are incorporated herein by reference and made a part hereof.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. Except as set forth to the contrary, the annual meeting shall be held at least once each calendar year on a date and at a time and place to be determined by the Board. If deemed appropriate by the Board, annual meetings may be waived.

Section 2. Special Meetings. Special meetings may be called at any time by the President, the Board, or upon written request of the members entitled to vote one-fourth (1/4) of either class of voting memberships of the Association.

Section 3. Notice of Meetings. Written notice of each meeting shall be given by, or at the direction of the Secretary or person authorized to call the meeting. A copy of the notice shall be mailed, postage prepaid, not less than fifteen (15) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient) nor more than sixty (60) days before the meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, by person or proxy, fifty-one percent (51%) of

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the votes of the Association entitled to vote on the matters to be considered at that meeting, shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration or these By-Laws. Until Class B memberships terminate, a majority of the Class B members alone shall constitute a quorum and is required in order to have a quorum. If, however, a quorum shall not be present at any meeting, the members present shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings, each member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at or prior to the meeting. Every proxy shall be revocable prior to the meeting for which it is given. As to Class A members, a proxy shall automatically cease upon conveyance by the member of the Lot owned by the member.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board consisting of not less than three (3) persons. Board members appointed by Developer need not be members of the Association. Board members elected by the Class A members must be members of the Association. The first Board shall consist of three (3) persons. Thereafter the number of board members can be increased or decreased (no less than three (3)) from year to year.

Section 2. Term of Office. The election of Directors after the first Board shall be held at the annual meeting as provided in the Articles at a meeting of the members called for that purpose.

Directors shall be elected for a term of one (1) year (except that the term of the first Board shall extend until their successors are elected as provided in the Articles.)

Section 3. Removal. After the first Board, any Director may be removed from the Board, with or without cause, by a majority vote of those members entitled to vote at that time. Any member of the first Board may be removed by Developer. Any vacancy in the first Board or created by the resignation or removal of a Board member appointed by Developer shall be filled by Developer. In the event of death, resignation or removal of a Director, a successor shall be selected by: (i) if appointed by Developer, or (ii) a majority

vote of the members entitled to vote at that time and shall serve for the unexpired term of the replaced Director.

Section 4. Compensation. No Director shall receive compensation for any service rendered as a Director to the Association. However, any Director may be reimbursed for actual expenses incurred as a Director with prior approval by Association.

Section 5. Action Taken Without a Meeting. The Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

ARTICLE V ELECTION OF DIRECTORS

Section 1. Election. Election to the Board shall be by secret written ballot unless unanimously waived by all members present. At such election the members or their proxies entitled to vote may vote, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The person(s) receiving the largest number of votes shall be elected, so that if three (3) members are to be elected, the three (3) persons receiving the three (3) largest number of votes shall be elected. No one person can hold more than one Director's position at any one time. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held, unless waived, not less than every three (3) months. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President or by any two (2) Directors. Each Director shall be given not less than three (3) days notice. Notice may be waived. Attendance shall be a waiver. Telephone conference meetings are permitted.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a

duly held meeting at which a quorum is present, or in writing in lieu thereof, shall constitute action of the Board.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD**

Section 1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association including, but not limited to the following:

(a) To cause the Association to exercise all powers, duties and authority vested in or delegated to the Association by law and in these By-Laws, the Articles and the Declaration;

(b) To adopt, publish, promulgate and enforce rules and regulations governing the use of the Property and the personal conduct of the members, tenants and their guests and invitees; and to establish penalties and/or fines for the infraction thereof;

(c) To suspend the voting rights and right of use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(d) To declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings;

(e) To employ, on behalf of the Association, managers, independent contractors or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc. any or all of the duties and functions of the Association and/or its officers;

(f) To acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas and with any other matters involving the Association on behalf of the Association as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration;

(g) To grant license;s, easements, permits, leases or privileges to any individual or entity, including non-parcel owners

which affect Common Areas or the Property and to alter, add to, relocate or improve the Property.

Section 2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the members.

Section 3. Limitations. So long as the Class B membership exists, the Developer shall have a right to disapprove actions of the Board and any committee. If disapproved, the action shall have no force and effect. This right shall be exercisable only by the Developer, its successors and assigns.

No action authorized by the Board or any committee shall become effective, nor shall any action, policy or program be implemented until and unless:

(a) The Developer shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time.

(b) The Developer shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program to be implemented by the Board, any committee thereof or the Association.

(c) The Developer shall have and is hereby granted a right to disapprove any such action, policy or program authorized by the Board or any committee.

(d) This right may be exercised by the Developer, its representatives or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions, but shall not extend to the requiring of any action or counteraction on behalf of any committee or the Board or the Association.

**ARTICLE VIII
OBLIGATIONS OF ASSOCIATION**

The Association, subject to the provisions of the Declaration, Articles and these By-laws, shall discharge such duties as necessary to operate the Association and pursuant to the Declaration including, but not limited to the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) Fix and collect the amount of the annual and other assessments against each Owner;

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not assessments have been paid. A reasonable charge may be made for the issuance of a certificate. If a certificate states that assessments have been paid, such certificate shall, as against other than the Owner, be conclusive evidence of such payment;

(e) Procure and maintain adequate bonds, liability, hazard, property and/or casualty insurance, as required;

(f) Administer the reconstruction of improvements, if any, on the Common Areas after casualty;

(g) Own, operate, maintain, repair and replace the Common Areas, as required;

(h) Enforce the provisions of the Declaration, Articles and these By-Laws.

**ARTICLE IX
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The Officers of this Association shall be a President, a Vice President and Secretary/Treasurer. The Board may create other offices from time to time.

Section 2. Election of Officers. Except as set forth below, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Association.

Section 3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed or otherwise be disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the members of the Board, may individually sign all leases, mortgages, deeds and other written instruments, individually sign or co-sign all checks and promissory notes and perform such other duties as may be required by the Board. The President shall be a member of the Board.

VICE PRESIDENT

The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act

of the President and perform such other duties as may be required by the Board.

SECRETARY/TREASURER

The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

The Secretary/Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; individually sign or co-sign all checks and promissory notes of the Association; cause to be kept proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; cause an annual budget and a statement of income and expenditures to be prepared and presented to the membership at the annual meeting; and perform such other duties as required by the Board.

ARTICLE X COMMITTEES

The Board shall appoint such committees as deemed appropriate. The Board shall fill any vacancies on all committees.

ARTICLE XI RECORDS

The Declaration, Articles and these By-Laws shall be available for inspection by any member at the principal office of the Association. Copies may be purchased by a Member at a reasonable cost.

ARTICLE XII ASSIGNMENTS AND ENFORCEMENT

As more fully provided in the Declaration, each Owner other than Declarant, is obligated to pay assessments. The assessments are secured by a continuing lien upon the Lot against which the assessment was levied. Any assessment which is not paid when due

shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the Association may levy a late fee of \$25.00 per month (beginning from the due date) plus the maximum interest allowable under Florida law. The Association may bring an action at law against the owner obligated to pay the Assessment and/or late fees and/or foreclose the lien against the Lot. The Owner shall also be liable for all interest, costs and reasonable attorneys' fees incurred by the Association in connection with collection. No Owner may waive or otherwise escape liability for assessments or other charges by non-use of the Common Areas or abandonment of a Lot. In addition, an Owner in violation of any provision of the By-Laws, the Declaration or Articles shall be liable for all costs, including attorneys' fees and costs incurred by the Association in connection with its attempts to enforce such provision against such violating Owner.

**ARTICLE XIII
CORPORATE SEAL**

The Association shall have an impression seal in circular form.

**ARTICLE XIV
AMENDMENTS**

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these By-Laws may be proposed by a vote of the majority of the entire Board. Until the project completion date amendments may also be proposed by the Class B member. Thereafter, amendments may also be proposed by twenty-five percent (25%) of the members of each class entitled to vote on the amendment. If a vote of the members is required, the proposed amendment shall be submitted to a vote of the members entitled to vote at a special or annual meeting of the members.

2. Call of Meeting. Upon the adoption of a resolution proposing an amendment, the Association shall thereupon call a special meeting of the class of membership entitled to vote on the amendment unless it is to be considered at an annual meeting. It shall be the duty of the Secretary/Treasurer to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than fifteen (15) or more than sixty (60) days

before the date of the meeting, either personally or by first class mail, addressed to the member at the address as it appears on the books of the Association.

3. Vote Necessary. In order for an amendment to become effective, it must be approved at a duly called meeting by an affirmative vote of (i) until the sale of a Lot in the project to an Owner other than Declarant or builder, by a majority of the Board; and (ii) thereafter, while Class B memberships exist, by a majority of the Class B members only; and (iii) thereafter, by seventy-five percent (75%) of the votes of both the Class A members and Board.

4. By Written Statement. Notwithstanding the provisions of 1 and 2 above, if an amendment may be adopted by the Board of members and the required number of the Board of member eligible to vote sign a written statement manifesting their intention that an amendment be adopted, then the amendment shall thereupon be adopted.

5. Limitations.

A. No amendment may be made to these By-Laws which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

B. There shall be no amendment to these By-Laws which shall abridge, reduce, amend, effect or modify the rights of (I) Developer, including, without limitation, the right to designate and select the Directors as provided herein and the rights reserved to Developer in the Declaration, without the prior written consent thereto by Developer, which may be granted or denied in its sole discretion; and (II) any mortgagee without the prior written consent of such mortgagee.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the

undersigned, being the Incorporator of this Association, has executed these By-Laws this 3rd day of April, 1996.

WITNESSES:

THE REEF PHASE II HOMEOWNERS ASSOCIATION, INC.

Karen L. Jurewicz
Print Name KAREN L. JUREWICZ

By: Stephen P. Conway
Stephen P. Conway
President

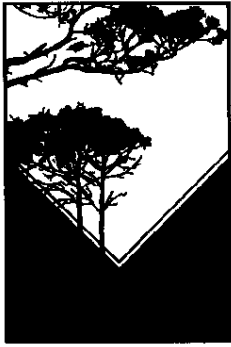
Linda K. McGinn
Print Name LINDA K. MCGINN

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 3rd day of April, 1996 by Stephen P. Conway as President of The Reef Phase II Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Karen L. Jurewicz
Notary Name: _____
Notary Serial No.: _____
(if any)



HOUSTON CUOZZO
GROUP INC.

49 FLAGLER AVENUE, 3B
STUART, FLORIDA 34994
(407) 221-2128
FAX (407) 221-0788

FINAL
PRESERVE AREA MANAGEMENT PLAN

FOR

The Reef - Phase II

Martin County, Florida

APPROVED: _____

The following Plan has been provided by the developer of The Reef - Phase II and approved by Martin County. This document is divided into two parts. Part I outlines the responsibilities of the developer. It includes the delineation of upland and wetland areas required to be set aside pursuant to the Coastal and *Conservation Elements of the Martin County Comprehensive Growth Management Plan*. Part II outlines the maintenance responsibilities of The Reef - Phase II.

This Management Plan is required pursuant to the *Coastal and Conservation Elements of the Martin County Comprehensive Growth Management Plan* whenever upland or wetland areas are found on a site proposed for development. Violation of the protective provisions of this plan or failure to manage Preserve Areas as directed in this plan may result in civil or administrative enforcement proceedings against the responsible person, corporation, association or other entity. Violations may result in the imposition of fines, restoration, mitigation, or other injunctive orders.

Exhibit "D"

PART I - RESPONSIBILITIES OF THE SEAFIELD LAND CORP., DEVELOPER

- 1.0 GENERAL**
- 2.0 ENVIRONMENTAL ASSESSMENT**
- 3.0 DELINEATION OF PRESERVE AREAS**
- 4.0 SURVEY AND BARRICADING REQUIREMENTS**
- 5.0 PROHIBITED ACTIVITIES**
- 6.0 RESTORATION AND MANAGEMENT ACTIVITIES**
- 7.0 PROTECTIVE MEASURES FOR LISTED SPECIES**
- 8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS**
- 9.0 ANNUAL REPORTS**
- 10.0 MARTIN COUNTY ENFORCEMENT PROVISION**
- 11.0 AMENDMENT**
- 12.0 TRANSFER OF RESPONSIBILITIES**

1.0 GENERAL

- 1.1 The owner of The Reef - Phase II, Seafield Land Corp., 4 Oakwood Drive, Stuart FL 34496, their successors, and assigns, their environmental consultants and contractors will implement Part I of this Preserve Area Management Plan.

2.0 ENVIRONMENTAL ASSESSMENT

The environmental assessment of the project site is presented here. The Environmental Assessment Plan depicts the delineated wetlands, and upland transition areas. A written description of these habitats follows.

- 2.1 Soils - A Soils Map with project boundaries is attached. According to the Martin County Soil Survey, the dominant soil type on the subject area of the property is Paola sand. This soil is nearly level with 0 to 8% slopes. It is excessively drained, with the water table typically below a depth of 72" throughout the year. Having previously cleared, there is little remaining natural vegetation on the site. However, a few scattered Oak, Cabbage Palm and Hickory trees do occur. The Soil survey also identifies an area of Bessie muck on the site. Bessie muck is nearly level and very poorly drained with a typical slope of less than 1%. The water table is dependent on tidal action. It is at or above the surface during high tides and storm periods and is within a depth of 10 " at all other times. The soil, which is considered hydric by Martin County carries a classification of Forested saltwater.

Field observation of the site produced the expected Red and White Mangrove trees typically found on these soils.

- 2.2 Wetland Habitat - The wetland habitat was delineated through a field inspection. It carries the FLUCC classification # 612: Mangrove Swamp. See Section 2.1 for a description of this wetland habitat. Associated with this is an upland transition zone which is, as previously documented, heavily infested with exotics.
- 2.3 Upland Habitat - With the exception of the aforementioned upland transition zone, most of the site has been previously cleared. This cleared area carries the FLUCC classification # 192: Inactive land with street patterns but without structures. There are some live oaks located on the northwest corner of the property which will be preserved to the extent possible.
- 2.4 Listed Species Survey - It has been determined that there are no listed species occurring on-site
- 2.5 Previous Impacts - Previously cleared areas indicated on the Site Plan are associated with the approved final plan and plat of June 27, 1987. The common area located along the northern project boundary has been deeded to Seascape I. The P.O.A. has no duty or responsibility for any improvements or maintenance associated with this area.

3.0 **DELINEATION OF PRESERVE AREAS**

- 3.1 For purposes of this plan, Preserve Areas shall be defined as the following areas, as shown on the site plan for "The Reef - Phase II", a reduced copy of which is attached hereto and made a part hereof as Exhibit "A":

- ◆ 50' Upland Transition Area
- ◆ Shoreline Protection Area

3.2 The final site plan, landscape plan and final Plat are to be labeled with the O.R. Book and page number where the Preserve Area Management Plan is recorded. All Preserve areas are labeled: **PRESERVE AREA - NOT TO BE ALTERED WITHOUT PERMISSION OF THE MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT (407-288-5495) and SOUTH FLORIDA WATER MANAGEMENT DISDRICT.**

4.0 **SURVEY AND BARRICADING REQUIREMENTS**

- 4.1 All Preserve Areas shall be surveyed and staked based on the approved site plan, for "The Reef - Phase II", a reduced copy of which is attached hereto and made a part hereof as Exhibit "A". No plant material shall be removed from the Preserve Areas to facilitate surveying.
- 4.2 Prior to clearing, the developer shall ensure that all Preserve Areas are barricaded. Preserve Areas shall be protected with physical barriers during all clearing and construction activities in accordance with the "guidelines for Barricading Preserve Areas," attached hereto and made a part hereof as Exhibit "B".

- 4.3 No construction shall commence until the barricades around the Preserve Areas have been approved and inspected by the Martin County Growth Management Department. (407-288-5495) and by South Florida Water Management District.
- 4.4 Barricades shall be maintained in good order and condition through construction of the project infrastructure. Cut or fill must meet existing grade without encroaching into Preserve Areas. The Engineering Department will authorize the removal of Preserve area barricades after the applicable infrastructure has been completed, inspected and approved.
- 4.5 Preserve Area Barricades on individual lots will remain in place and in good order and condition until the completion of construction of a single family home or other approved structure on the lot. Preserve Areas on individual lots shall be posted with signs approved by the Martin County Growth Management Department to advise purchasers of Preserve Areas. Barricades will be required to be in place prior to issuance of a building permit for construction on the lot as set forth in Part II of this Plan.

5.0 PROHIBITED ACTIVITIES

- 5.1 Prohibited activities in the Preserve Areas or easements within 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 native vegetation; excavation, dredging or removal of soil materials; diking or fencing; recreational vehicle use and any other activities, detrimental to drainage, floor control, water conservation, erosion control or fish and wildlife conservation and preservation. Vehicular traffic prohibited in all Preserve Areas. No wells shall be permitted in Preserve Areas.
- 5.2 No hazardous material other than fuel tanks for refueling on-site heavy equipment will be stored during the construction phases. On-site fuel tanks shall not be located within 25 feet of any Preserve Areas and shall be removed upon completion of construction work.
- 5.3 The site shall be cleared and grubbed of all vegetation only in those areas indicated for roadways and stormwater management improvements, as shown on the approved construction plans. All trash and construction debris must be removed from the site.
- 5.4 Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of 10 feet to allow for construction and maintenance without encroaching into the preserve. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of 5 feet.

6.0 RESTORATION AND MANAGEMENT ACTIVITIES

- 6.1 Except for prescribed maintenance activities, all Preserve Areas shall be maintained in their existing natural condition.
- 6.2 All maintenance of Preserve Areas will be in accordance with this Preserve Area Management Plan for "The Reef - Phase II" Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional. Maintenance and management activities must be approved by the Martin County Growth Management Department and South Florida Water Management District. The following activities are allowed within the Preserve Areas (with written approval from Martin County and South Florida Water Management District):
- a) Removing of exotic plant material and refuse [see paragraph 6.3]
 - b) Revegetation - planting indigenous vegetation [see paragraph 6.4 & 6.5]
 - c) Removing of dead or diseased plant material [see paragraph 6.6]
- 6.3 Exotic and nuisance vegetation (see APPENDIX A) in Preserve Area shall be removed by the least ecologically damaging method available. Such methods include hand pulling, hand spading, chain saw and/or treatment with an appropriate herbicide. Any exotic or nuisance vegetation which may be present in Mangrove Preserve Areas shall be treated with an appropriate herbicide. Maximum allowable coverage for exotic vegetation is 0% and for nuisance vegetation (typically Cat Tail, Torpedo Grass, and Primrose Willow) is 10%. If removal will result in disturbing native species, the treated plants shall be allowed to remain but a periodic eradication program shall be implemented to prevent new growth. No debris such as plant clippings or wood scraps shall be allowed in the Preserve Areas. Construction debris, abandoned equipment and trash shall be removed from the project and disposed of in an approved landfill according to local, state and federal regulations.
- 6.4 The Upland Transition Area will be revegetated by the developer at the completion of infrastructure construction. Herbaceous material shall be installed using liner of 2" nursery stock with 36" on-center spacing. Woody material shall be 4' to 10', with on-center spacing to mimic natural association (i.e., informal massing, curvilinear planting arrangement, staggered heights, mixed species, etc.) All plantings shall be irrigated for a period of one year to provide optimum conditions for their survival. A twelve foot (12') dock access easement, to be located at the time of construction permitting, shall be permitted across the Upland Transition and Preserve Areas.
- 6.5 Any revegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species indicative of the existing plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. The following table provides types and quantities, of native trees, shrubs, groundcovers and grasses which will be used to revegetate the upland transition area. Planting of groundcovers is to occur within 30 days of removal of exotic vegetation. Revegetation plans shall be submitted to Martin County and South Florida Water Management District for approval prior to implementation. A reduced copy of the

revegetation plan for a typical 50' x 50' section of the transition area and a cost estimate for the revegetation of the entire Upland Transition Area are attached as Exhibit "C". This plan governs the Upland Transition Area plantings and thus serves to establish native plant associations across the entire upland transition area, as shown on the site plan in Exhibit "A".

The Reef - Phase II: Plant List for 50' Upland Transition Area

<u>SCIENTIFIC COMMON NAME</u>	<u>QTY</u>	<u>SIZE</u>
Bursera simaruba / <i>Gumbo Limbo</i>	5	7 Gallon
Conocarpus erecta / <i>Green Buttonwood</i>	25	7 Gallon
Laguncularia racemosa / <i>White Mangrove</i>	11	7 Gallon
Pinus elliotti / <i>Slash Pine</i>	5	7 Gallon
Quercus virginiana / <i>Live Oak</i>	5	7 Gallon
Borrichia spp / <i>Sea Ox-Eye Daisy</i>	472	1 Gallon
Chrysobalanus icaco / <i>Cocoplum</i>	472	1 Gallon
Cocoloba uvifera / <i>Sea Grape</i>	70	3 Gallon
Helianthus debilis / <i>Dune Sunflower</i>	125	Liners
Scaevola plumieri / <i>Inkberry</i>	472	1 Gallon
Spartina patens / <i>Coastal Cordgrass</i>	1,880	Liners
Tripsacum floridana / <i>Fakahatchee Grass</i>	1,880	Liners

6.6 Dead or diseased plant material may be removed only upon a written finding by the Martin County Growth Management Department and South Florida Water Management District that the material creates a safety hazard to buildings within the fall zone of the material. Diseased material may be removed only upon a written finding by the Martin County Growth Management Department and South Florida Water Management District that the material creates a risk to the continued health of the Preserve Area.

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

- 7.1 NA
- 7.2 NA
- 7.3 NA.
- 7.4 NA

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

The owners of lots 22 through 26 inclusive will be permitted individual single family docks as permitted in the P. U. D. Special P. U. D. condition #___ and per Martin County Dock Ordinance. A twelve foot (12') dock access easement, to be located at the time of construction permitting, shall be permitted across the Upland Transition and Preserve Areas.

9.0 ANNUAL REPORTS

9.1 Monitoring will be conducted annually at the end of the wet season (October through November) for a period of 5 years. Reports should document vegetational changes including over growth of noxious native and exotic vegetation. Fixed point panoramic photos of all Preserve Areas must be included in each report. Annual Reports must be conducted by a qualified Environmental Professional. The Reports are to include recommendations for exotic vegetation removal, revegetation, and any additional enhancement activities. The Annual Report must list any violation of the Preserve Area Management Plan and make recommendations for remedial action along with any enhancement activities proposed for the coming year. After the initial 5 year monitoring period the Preserve Areas will still be subject to periodic review and if conditions warrant, will be subject to further monitoring and maintenance to ensure environmental integrity consistent with the provisions of this Plan.

9.2 County Inspections: The County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of the County may at reasonable times and upon proper identification enter upon and shall be given access to any premises for the purpose of such inspection.

9.3 Violations: If upon the basis of such inspection the County finds applicable laws rules or regulations have not been complied with, the County shall issue Notice of Violation. The owner

10.0 MARTIN COUNTY ENFORCEMENT PROVISION

10.1 Martin County and The SFWMD 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 may be required any person, corporation or other entity in violation of any of the provisions of the Plan.

11.0 AMENDMENT

11.1 This Preserve Area Management Plan is a condition of the site plan approval for The Reef - Phase II and cannot be changed except by the approval of a revised site plan by Martin County and approval by The South Florida Water Management District.

11.2 No change in the location of the Preserve Area will be allowed except by way of a revised site plan and modified Preserve Area Management Plan approved by Martin County and The South Florida Water Management District.

12.0 TRANSFER OF RESPONSIBILITIES

12.1 At such time as the developer is ready to transfer control of "The Reef - Phase II" Property Owners Association, Inc. to the property owners, whether he retains ownership of lots in the subdivision or not, an environmental professional shall certify to Martin County in writing that the Preserve Areas are in full compliance with this plan.

12.2 Developer will be responsible for all requirements of Part II of the Preserve Management Plan until such time as he transfers responsibility to the Association. Developer will pay his share of total cost of management activities or fines on a per lot basis if he retains ownership of lots.

PART II RESPONSIBILITIES OF THE REEF - PHASE II

13.0 GENERAL

14.0 DELINEATION OF PRESERVATION AREAS

15.0 BARRICADING REQUIREMENTS

16.0 PROHIBITED ACTIVITIES

17.0 RESTORATION AND MANAGEMENT ACTIVITIES

18.0 PROTECTIVE MEASURES FOR LISTED SPECIES

19.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

20.0 ANNUAL REPORTS

21.0 MARTIN COUNTY ENFORCEMENT PROVISION

22.0 AMENDMENT

13.0 GENERAL

13.1 The owners of lots within The Reef - Phase II have continuing management responsibility for the Preserve Areas on the property.

14.0 DELINEATION OF PRESERVE AREAS

14.1 For a description of all Preserve Areas see Section 3.0 (Part 1) of this Plan.

15.0 BARRICADING REQUIREMENTS

15.1 It is the Developer's responsibility to ensure that barricades are in place and inspected prior to the issuance of a building permit and during construction on the lot containing preservation areas. Preservation Areas shall be protected with physical barriers during all clearing and construction activities in accordance with the Exhibit "B". No construction shall commence until the barricades around the Preservation Areas have been approved

and inspected by the Martin County Growth Management Department (407-288-5495) and by South Florida Water Management District. Barricades shall be maintained in good order and condition through construction until the completion of construction of approved structure on the lot. The Growth Management Department will authorize the removal of Preserve Area barricades in writing after building construction is complete.

16.0 PROHIBITED ACTIVITIES

16.1 For a description of all prohibited activities in or adjacent to Preserve Areas see Section 5.0 of Part I of this Plan.

17.0 RESTORATION AND MANAGEMENT ACTIVITIES

17.1 For a description of all Maintenance and Management responsibilities see Sections 6.0 through 6.5 in Part I of this Plan.

17.2 N/A

17.3 Management of all Preserve Areas shall be the responsibility of The Reef - Phase II. The Reef - Phase II shall be charged with maintaining the Preserve Areas in their existing natural condition and with the periodic removal of invading exotics as noted in section 6.3 above, particularly the Australian Pine Tree.

18.0 PROTECTIVE MEASURES FOR LISTED SPECIES

NA

19.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

19.1 For a description of miscellaneous provisions and restrictions see Section 8.0 in Part I of this plan.

20.0 ANNUAL REPORTS

20.1 For a description of annual reporting requirements see Section 9.0 in Part I of this plan.

21.0 MARTIN COUNTY ENFORCEMENT PROVISION

21.1 For a description of Enforcement Provisions see Section 9.0 of Part I of this plan.

22.0 AMENDMENT

22.1 For a description of Amendment Provisions see Section 10.0 of Part I of this plan.

**FLUCCS Designations
for
The Reef - Phase II**

<u>FLUCCS Category</u>	<u># of Acres</u>	<u>% of Site</u>
192: Inactive land with street patterns, but w/o structures	17.3 Acres	95%
612: Mangrove Swamp	<u>.9 Acres</u>	<u>5%</u>
Total Acres	18.2 Acres	100%

Exhibit A

ORBKI 171 PGI 401

Exhibit "B"

Guidelines for Barricading Preservation Areas:

The following guidelines are provided for applicants and contractors to assist in the proper barricading of preservation areas:

1. All preserve areas must be barricaded according to the approved site plan prior to any clearing of the site or phase.
2. An inspection of the barricades must be conducted by the Environmental Planner prior to any clearing of the site or phase.
3. Barricades must be constructed in the following manner:
 - ROPE: 1/4" diameter minimum, nylon or poly, yellow or orange.
 - POLES: 2 X 2, 2 X 4, iron rebar, PVC pipe, or other materials with prior approval of Environmental Planner.
 - A. The rope must be a minimum of four (4) feet off the ground.
 - B. Rope may not be attached to vegetation.
 - C. Lathe strips and surveyor ribbon are not acceptable.
 - D. All barricades must be maintained intact for the duration of construction.
 - E. Materials are not permitted to be stored in Preserve Areas. (Building and construction materials, debris, etc.)
 - F. Fill is not allowed to encroach into Preserve Areas.
4. Where areas are proposed for clearing (e.g., building envelope, utilities and drainage, road right-of-way, etc.), the barricades must be offset at least ten (10) feet outside the preserve area or placed at the dripline of the canopy trees, whichever is greater.
5. Individual trees or groups of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
6. All native vegetation which is not located in areas requiring its removal as part of the development plans shall be retained in its undisturbed state.
7. Advisory or warning signs must be provided (e.g., KEEP OUT, etc.).

Failure to comply with these guidelines will be considered a violation of site plan approval. Further work on the project may be stopped until compliance with the barricade guidelines is achieved, and the applicant/developer may be brought before the Code Enforcement Board or the Environmental Control Hearing Board.

The Reef Phase II

PLANTING LIST

for

50' UPLAND TRANSITION AREA

<u>SCIENTIFIC COMMON NAME</u>	<u>QTY</u>	<u>SIZE</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Bursera simaruba / Gumbo Limbo	6	7 Gallon	\$ 30.00	\$ 180.00
Conocarpus erecta / Green Buttonwood	25	7 Gallon	30.00	750.00
Laguncularia racemosa / White Mangrove	11	7 Gallon	30.00	330.00
Pinus ellioti / Slash Pine	6	7 Gallon	30.00	180.00
Quercus virginiana / Live Oak	6	7 Gallon	30.00	180.00
Borrchia spp / Sea Ox-Eye Daisy	500	1 Gallon	4.00	2,000.00
Chrysobalanus icaco / Cocoplum	500	1 Gallon	4.00	2,000.00
Cocoloba uvifera / Sea Grape	75	3 Gallon	6.00	450.00
Helianthus debilis / Dune Sunflower	132	Liners	2.00	264.00
Scaevola plumieri / Inkberry	500	1 Gallon	4.00	2,000.00
Spartina patens / Coastal Cordgrass	1,990	Liners	2.00	3,980.00
Tripsacum floridana / Fakahaichee Grass	1,990	Liners	2.00	3,980.00

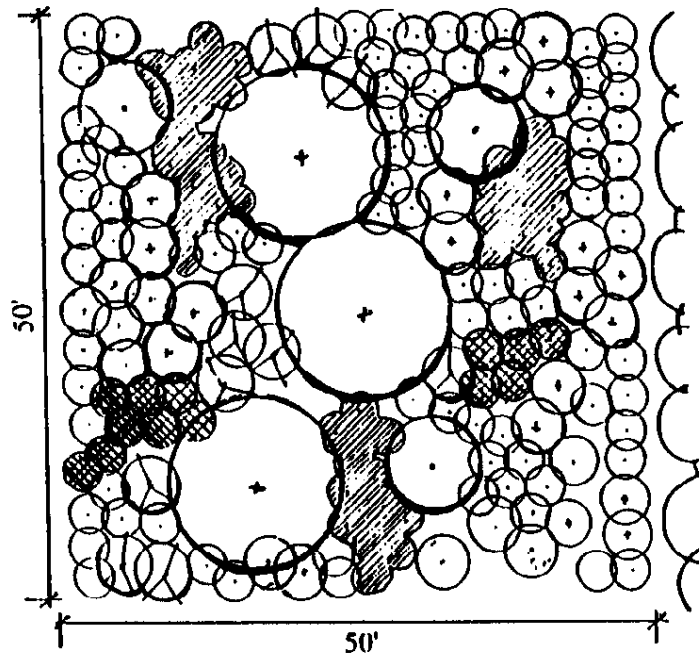
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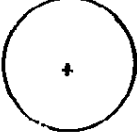
\$ 16,294.00

Nicholas...

Exhibit "C"

Typical Planting Plan For 50' Upland Transition Area



-  Smooth Cordgrass
-  Dwarf Fakahatchee Grass
-  Cocoplum
-  Sea Ox-eye Daisy
-  Inkberry
-  Beach Sunflower
-  Sea Grape
-  Slash Pine
White Mangrove
Buttonwood
Gumbo Limbo



17



OR BK 1 17 1 PG 1 4 0 6

LAST PAGE

Soils Map