

MARSHA SULLER  
CLERK OF CIRCUIT COURT  
MARTIN CO., FL

BY \_\_\_\_\_ D.C.

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FIRST AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR THE REEF, PHASE II

This Amendment, executed this 7th day of November, 1996, by Seafield Land Corp, a Florida Corporation (hereinafter referred to as "Developer"), and The Reef, Phase II Homeowners Association, Inc., a Florida Corporation not-for-profit (hereinafter referred to as the "Association").

WHEREAS, The Developer caused the Declaration of Covenants and Restrictions for The Reef, Phase II to be recorded in the Public Records of Martin County, Florida, at Official Records Book 1171, Page 1335, (hereinafter referred to as the "Declaration"); and

WHEREAS, Section 3.5 of the Declaration provides that the Developer shall have the right to retain control of the Association so long as Developer owns any Lots within the project; and

WHEREAS, Section 11.1 provides that the Developer may make any and all amendments to the Declaration until Developer has completed, sold and conveyed all of the Lots within the Property; and

WHEREAS, Developer has not conveyed all of the Lots within The Reef, Phase II, nor turned over control of the Association;

NOW, THEREFORE, be it known that the Declaration of Covenants and Restrictions for The Reef, Phase II, recorded in Official Records Book 1171, Page 1335 of the Public Records of Martin County, Florida is hereby amended as follows:

I. Amendments to Declaration

- 1. Lawns and Landscaping. Section 6.1.29 is amended to add Section 6.1.29.6 as follows:

**6.1.29.6. Plan Approval and Penalties.** A Landscaping Plan shall be submitted to and approved in writing by the ARB along with the plans for construction of improvements to a Lot as provided for in Article 13 hereof. Review of the Landscaping Plan shall be made by the ARB to determine compliance with this section. In the event that an Owner fails to complete the required landscaping on any Lot within the time required by this section, a penalty of Twenty-Five Dollars (\$25.00) per day shall be imposed against such Owner, upon notice to the Owner from the ARB of the deficiencies, stating a specific date by which the deficiencies must be corrected. Such penalties shall begin to accrue on the date set forth in the ARB notice for correction of the deficiencies and shall continue to accrue until compliance has been completed. All unpaid penalties accruing

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pursuant to this section shall constitute a lien against the subject Lot and may be collected by the Association in the same manner as unpaid fines pursuant to Section 5.8 hereof.

- 2. Roofs. Section 13.6.5 (D) is amended in its entirety to read as follows:

All roofs shall have a minimum pitch of four and one-half (4-1/2) in twelve (12) inches. There shall be no flat roofs. The following styles and materials shall be permitted: cement or clay tile, cedar shake shingles or, under special request, a painted metal, galv-a-lum standing seam, or 40 year fiberglass architectural shingled roof may be approved by the ARB. All roofing shall be approved, in advance by the ARB. Preferred roof styles are hip roofs. Small accenting gables are also encouraged, but large gables on the front or sides are discouraged. Yard flood lights on eaves and landscaping lights must have a full extended hood.

- 3. Amendment by Owners. Section 11.2 is amended in its entirety to read as follows:

After the Completion Date this Declaration may be amended upon approval by the votes representing a majority of the Lots represented either in person or by proxy at an Association meeting called for the purpose of amending this Declaration.

II. Effective Date.

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

IN WITNESS WHEREOF, Seafield Land Corp, as Developer of The Reef, Phase II and The Reef, Phase II Homeowners Association, Inc., has caused this First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for The Reef, Phase II to be executed by the undersigned duly authorized officers on the day and year first above written.

Witnesses:

Karen L. Jurawicz  
Print Name KAREN L. JURAWICZ

Linda R. McCann  
Print Name LINDA R. MCCANN

SEAFIELD LAND CORP.,  
a Florida Corporation

By: Stephen P. Conway  
Stephen P. Conway, Vice President  
5305 S. E. Reef Way  
Stuart, Florida 34996

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

Karen L. Jurewicz  
Print Name KAREN L. JUREWICZ

Linda R. McCann  
Print Name LINDA R. MCCANN

By: Stephen P. Conway  
Stephen P. Conway, President  
5305 S. E. Reef Way  
Stuart, Florida 34996

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 1996 by Stephen P. Conway, as Vice President of Seafield Land Corp. a Florida Corporation, on behalf of the corporation, and he is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Stamp]



Karen L. Jurewicz  
Notary Public  
Print Name \_\_\_\_\_  
Serial No.: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 1996 by Stephen P. Conway, as President of The Reef, Phase II Homeowners Association, Inc.. a Florida Corporation not-for-profit, on behalf of the corporation, and he is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Stamp]



Karen L. Jurewicz  
Notary Public  
Print Name \_\_\_\_\_  
Serial No.: \_\_\_\_\_



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