

01203293

96 NOV -8 PM 3:14

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

This Second Amendment, executed this 7th day of November, 1996 by Seafield Land Corp, a Florida Corporation, (hereinafter referred to as "Declarant"), and The Reef Homeowners Association, Inc., a Florida Corporation Not-For-Profit, (hereinafter referred to the "Association").

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

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

WHEREAS, the Declarant has amended the Declaration by the First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for The Reef recorded in the Public Records of Martin County, Florida, in Official Records Book 1130, Page 0023 (the "First Amendment"); and

WHEREAS, Section 3.6 of the Declaration, as amended by the First Amendment, provides that the Declarant shall have the right to retain control of the Association until Declarant has closed the sale of all parcels owned by Declarant; and

WHEREAS, Declarant has not conveyed all of the parcels in The Reef, nor turned over control of the Association to the members;

NOW, THEREFORE, be it known that the Declaration of Covenants, Conditions and Restrictions for The Reef, recorded in Official Records Book 998, commencing at Page 776, as amended by the First Amendment recorded in Official Records Book 1130, Page 0023, all of the Public Records of Martin County, Florida, is hereby amended as follows:

I. Amendments to Declaration.

1. Lawns and Landscaping. Section 9.1.24 is amended to add Section 9.1.24.6 as follows:

9.1.24.6. 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 parcel as provided for in Section 8.3 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 Parcel 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 pursuant to this section shall constitute a lien against the subject Parcel and may be collected by the Association in the same manner as unpaid assessments pursuant to Section 6.7 hereof.

2. Section 11.2.1 is amended to read as follows:

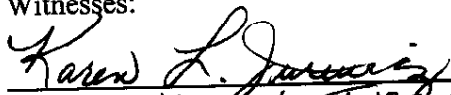
Except as provided hereinbelow, the amendment must be approved by the votes representing a majority of the Parcels represented either in person or by proxy at an Association meeting called for the purpose of amending the Declaration.


II. Effective Date.

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

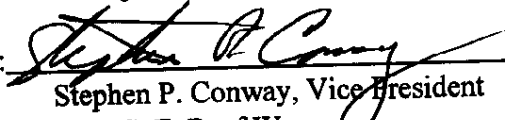
IN WITNESS WHEREOF, Seafield Land Corp, as Declarant under the Declaration of Protective Covenants, Conditions and Restrictions for The Reef and The Reef Homeowners Association, have caused this Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for The Reef to be executed by the undersigned duly authorized officers on the day and year first above written.

Witnesses:


Print Name KAREN L. JURAWICZ


Print Name LINDA R. MCCANN

SEAFIELD LAND CORP.,
a Florida Corporation

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

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

Karen L. Jurewicz
Print Name KAREN L. JUREWICZ

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

Linda R. McCann
Print Name LINDA R. MCCANN

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 7th 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]

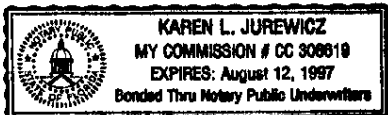


Karen L. Jurewicz
Notary Public
Print Name _____
Serial No.: _____

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 7th day of November, 1996 by Stephen P. Conway, as President of The Reef 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.: _____

