

INSTR # 2442260 OR BK 1539 PG 1095 RECD 03/20/2001 12:20 PM  
MARSHA EWING MARTIN COUNTY DEPUTY CLERK S JOHNSON

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

This Amendment is executed this 19<sup>TH</sup> day of MARCH, 2001, by The Reef Homeowners Association, Inc., a Florida Corporation not-for-profit (hereinafter referred to as the "Association").

WHEREAS, Seafield Land Corp., a Florida Corporation (hereinafter referred to as "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, Developer has conveyed all of the Lots within The Reef, Phase II and turned over control of the Association to its members;

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, and amended by the First Amendment to Declaration of Covenants and Restrictions for The Reef, Phase II recorded in Official Records Book 1204, Page 837, of the Public Records of Martin County, Florida is hereby amended as follows:

I. Amendments to Declaration.

1. Architectural Review Board Approval. Section 6.1.23 is amended as follows: No building, dwelling, sign, outside lighting, 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 13 hereof. No fences will be permitted.

2. Fence Construction. Section 6.1.39 regarding fence construction is deleted in its entirety.

3. Basis and Collection of General Assessments. The last sentence of Section 5.3 is amended as follows: A fifty dollar (\$50.00) penalty shall be due for any assessment paid 30 or more days late.

4. Antennae and Other Rooftop Accessories. Section 6.1.10 is amended to provide: No radio, television or other electronic antennae, aerial or satellite receiving dish or other reception or transmission devise may be erected or maintained anywhere on the Common Property (unless installed 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 A.R.B., which approval may not be arbitrarily withheld. No radio, television or other electronic antennae, aerial or satellite receiving dish or other reception or transmission devise may be erected or maintained on the exterior of any Dwelling, without the prior written approval of the A.R.B. Notwithstanding the above restriction, this provision shall not prohibit the use of a satellite dish as governed by the regulations of the Federal Communications Commission (FCC), as the same may be amended from time to time. The A.R.B. may mandate the location of antennas and dishes provided that the antenna or dish is capable of receiving "acceptable quality signals" from that location. All apparatus shall be erected and maintained on the Dwelling or Property in such a way that it is screened from view from the street and from any house erected on a Lot beside, behind or in front of such Property. Free standing dishes larger than one meter are prohibited. All electrical service to dwellings shall be underground, no overhead service is permitted on any Lot.

5. Lawns and Landscaping. Section 6.1.29.3 is amended as follows: Each Owner must spend a minimum of \$4,500.00 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 Parcel. Reasonable credit may 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 Parcel and to collect the costs thereof, up to a maximum of \$4,500.00 from the Owner as an Individual Assessment, pursuant to Article 6 of this Declaration.

6. Roofs. Section 13.6.5 (D) is amended as follows: All roofs shall have a minimum pitch of five (5) in twelve (12) inches. There shall be no flat roofs. The following roof styles and materials shall be permitted: cement or clay tile and galv-a-lum metal standing seam roofs. All roofing shall be approved by the ARB. No fiberglass architectural shingled roofs shall be allowed on new construction. Preferred roof styles are hip roofs. Small accenting gables are also encouraged, but large gables on the front or sides are discouraged. Yard floodlights on eaves and landscaping lights must have a full extended hood.

7. Architectural Control. Section 13.6.7 is deleted and replaced by the following: Section 13.6.7 Setbacks. Minimum setback requirements are as follows for Dwellings and any other Improvements:

13.6.7A Lots #32 through #58

Front	25 Feet	
Rear	20 Feet	
Side	15 Feet	single story structure
Side	20 Feet	two (2) story structure

A 10' minimum setback for structures must be maintained from any Preserve Area Easement.

Patio minimum for all Lots: 15 foot side setback and 20 foot rear setback.

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.

**13.6.7B** No structure of any kind shall be permitted in any building setback area, except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided that they do not extend more than four (4) feet into the setback area and provided further that they are properly screened from view in a manner approved in writing by the ARB.

8. Exterior Design. Section 13.6.5 (C) is deleted in its entirety and replaced by: All mailboxes and postal stands shall be uniform in design and white in color, consistent with those currently existing in the community. Newspaper boxes are not allowed.

9. Color. Section 13.6.2 is deleted in its entirety and replaced by the following: Exterior color schemes must be consistent with the colors that currently exist in the community. Owners must not use the same colors within a three (3) house distance. Changes to the color schemes on existing homes must have prior approval from the ARB.

10. Architectural Control. Article 13 is amended by adding the following section: **13.8 Variations.** The ARB may grant variances from the requirements contained herein or as elsewhere promulgated by the ARB, on a case by case basis; provided, however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such a variance by the ARB shall not nullify or otherwise affect the ARB's right to require strict compliance with the requirements set forth herein on any other occasion.

II. Effective Date.

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

IN WITNESS WHEREOF, The Reef Homeowners Association, Inc. have caused this Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for The Reef, Phase II to be executed by the duly authorized officer on the day and year first above written.

Witnesses:

Bonny M. Smith

Print Name: Bonny M. Smith

Stasha A. French

Print Name: STASHA A. FRENCH

THE REEF HOMEOWNERS ASSOCIATION, INC.  
A Florida Corporation

By: Martin R. Peterson  
Martin R. Peterson, President  
5352 SE Reef Way  
Stuart, Florida 34997

Witnesses:

Bonny M. Smith

Print Name: Bonny M. Smith

Stasha French

Print Name: Stasha French

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

By: Richard Pitera  
Richard Pitera, Vice President  
5496 S.E. Reef Way  
Stuart, Florida 34997

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 19<sup>TH</sup> day of MARCH 2001,  
By Martin R. Peterson, as President of The Reef Homeowners Association, Inc. a Florida Corporation, on  
behalf of the corporation, and he is personally known to me or has produced  
as identification.

Richard Walenius  
Notary Public  
Print Name: RICHARD WALENIUS

[Notary Stamp]



Richard Walenius  
MY COMMISSION # CC977574 EXPIRES  
January 5, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 19<sup>TH</sup> day of MARCH 2001,  
by Richard Pitera, as Vice 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.

Richard Walenius  
Notary Public  
Print Name: RICHARD WALENIUS

[Notary Stamp]



Richard Walenius  
MY COMMISSION # CC977574 EXPIRES  
January 5, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.