



INSTR 0 1407101 OR BK 1539 PG 1100 REC'D 03/20/2001 12:20 PM
MARSHA EWING MARTIN COUNTY DEPUTY CLERK S JOHNSON

FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE REEF

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

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

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

WHEREAS, Section 3.6 of the Declaration, 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 conveyed all of the parcels within The Reef and turned over control of the Association to its members;

NOW, THEREFORE, be it known that the Declaration of Protective 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, and by the Second Amendment recorded in Official Records Book 1171, page 1112, and by the Second (sic) Amendment recorded in Official Records Book 1204, page 840, of the Public Records of Martin County, Florida is hereby amended as follows:

I. Amendments to Declaration.

1. Design and Development Standards. Section 8.3.9.2 shall be amended to read: Walls and Hedges.

2. Setbacks. Section 9.1.7.B is amended to read: 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 A.R.B.

3. Fences, Walls and Hedge. Section 9.1.8 is amended to delete reference to fences and will read: The composition, location and height of any wall or hedge to be constructed on any Lot shall be approved, in advance, by the A.R.B. The A.R.B. shall require the composition of any wall or hedge to be consistent with the material used in the surrounding Parcels, if any. No fences will be permitted.

4. Fence Construction Section 9.6.2 regarding fence construction is deleted in its entirety.

5. Bases and Collection of General Assessments. Section 6.3 is amended to provide: 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 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 (\$50.00) penalty shall be due for any assessment paid 30 or more days late.

6. Antennae and Other Rooftop Accessories. Section 9.1.17 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

7. Mailboxes and postal stands. Section 9.1.21 is amended to provide: 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.

8. Lawns and Landscaping. Section 9.1.24.3 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.

9. Roofs. Section 9.1.10 is amended to provide 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 roof. All roofing shall be approved by the A.R.B. 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 flood lights on eaves and landscaping lights must have a full extended hood.

10. Setbacks. Section 9.1.7 is amended to provide:
Minimum setback requirements are as follows for Dwellings and any other Improvements:

Front	25 feet
Side	15 feet
Side ((two (2) story)	20 feet
Rear	20 feet

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 setback requirements in order to prevent obstruction of views from adjacent lots and to enhance the value of the Property in general.

11. Color of Dwellings. Section 9.1.22 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.

12. Rules and Regulations. Section 4.6.5 is amended by adding the following subsection:

4.6.5.1 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 4 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.

13. Individual Assessments. Section 6.6 is amended by adding the following subsection.

6.6.1 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.

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

Witnesses:

[Signature]
Print Name: DALIZ DAVENPORT
[Signature]
Print Name: RICHARD PIERA

THE REEF HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation

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

Witnesses:

Dale Dwyer

Print Name: Dale Dwyer

Karen M. Peterson

Print Name: KAREN M. PETERSON

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

By: [Signature]

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 19TH 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
MY COMMISSION # CC977574 EXPIRES
January 5, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

[Notary Stamp]

[Signature]

Notary Public

Print Name: RICHARD WALENIUS

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 19TH 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.

[Notary Stamp]



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

[Signature]

Notary Public

Print Name: RICHARD WALENIUS