

INSTR # 1593456 OR BK 1593 PG 0001 REC'D 11/03/2001 09:44 AM
MARSHA EWING MARTIN COUNTY DEPUTY CLERK H NOCHEN

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

This Amendment is executed this 29 day of OCT, 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 recorded in Official Records Book 1204, Page 837, and by the Second Amendment recorded in Official Records Book 1539, Page 1095 of the Public Records of Martin County, Florida is hereby amended as follows:

I. Amendments to Declaration:

1. Residential Use. Section 6.1.1 shall be deleted in its entirety.
2. No Commercial Use or Re-subdivision. Section 6.1.3. is amended to read:
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 trade or business may be conducted on any Lot or in or from any residence, except that an Owner or other resident may conduct a business activity within the residence so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (2) the business does not involve persons coming on to the Lot or the door-to-door solicitation of Owners or other residents; and (3) the business activity is consistent with the residential character of the community and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents, as may be determined from time to time in the sole discretion of the Board.
3. Outside Displays. Section 6.1.9 is amended and subsections added as follows:
Section 6.1.9 *Outside Displays.* Except as provided in the subsections below, 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 equipment outside the said improvements on said lot, except with the prior written consent of the Architectural Review Board. In all in instances, the ARB shall have

the right to remove any display that is deemed to be offensive.

6.1.9.1 *Decorations*. Notwithstanding the provision herein, owners may display patriotic and traditional seasonal holiday decorations. All such decorations shall be in place no longer than two weeks after the holiday, not to exceed 45 consecutive days.

6.1.9.2 *Flags*. No flags are allowed, except that an owner may display one American Flag in a respectful way. No flagpole may be installed without the prior approval of the ARB. Seasonal flags may be displayed only in conjunction with the holidays set forth in section 6.1.9.1

6.1.9.3 *Yard Equipment*. All games and play apparatus shall be placed to the rear of the property. Approved supplemental landscaping should be provided to soften the visual impact from public view. No decorative objects such as sculpture, birdbaths, furniture, and the like shall be installed on the front of any lot without the approval of the ARB. This provision shall not prohibit the use of patio furniture within the confines of a patio appurtenant to a particular dwelling.

6.1.9.4 *Hurricane Shutters*. Permanent mechanical hurricane shutters (such as roll-up, Bahamian or accordion style) and temporary metal or wood panels may be used or installed only to protect structures during periods of severe weather conditions. Panels or shutters may not be installed for security purposes. It is preferred that all attached devices, including top and bottom channels and side tracks, be color coordinated with the house colors. Colors must be approved by the ARB. Permanent mechanical shutters and temporary panels shall not be displayed on the exterior of the residence and are to be used for a period of no longer than two weeks at any one time. This provision shall not prohibit the use of permanent hurricane shutters during an extended absence of the homeowner during hurricane season.

4. Refuse Containers and Storage Tanks. Section 6.1.16 is amended to read: 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 screened visually by landscaping and/or materials consistent with the architectural finish of the home 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.
5. Irrigation. The last sentence of Section 6.1.29.4 is deleted and replaced by the following: **The preferred location** of back-flow devices is adjacent to the house. Any other location shall be properly screened with ARB approved landscaping.
6. Builder's Signs. Section 6.1.30 is amended to insert "after hours emergency phone number" after the words "phone number".
7. Builder Approval. Section 6.1.36 is deleted in its entirety as it is no longer a part of the application process.

8. Individual Assessments. Section 5.6 is amended to read: 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 bulk rate cable services and 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, or cap off a well, if any, that is sufficiently staining a drive, walk, house or landscaping with rust stain. 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.
9. Amendments. Article 11 is amended to add the following subsection:
Section 11.6 No amendment or change to this Declaration or to the exhibits hereto shall be effective as to any of the properties subject to this Declaration, as to the owner of any interest in and to such properties, unless the Declaration of Protective Covenants, Conditions and Restrictions for the Reef (Phase I) as recorded in Official Records Book 998, Page 776 of Martin County, Florida, public records, as amended, also includes the same terms and conditions as set forth in the proposed amendment to this Declaration.
10. Architectural Control. Section 13.1.2 is amended as follows: 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 with one (1) year after commencement of construction including approved landscaping.
11. Necessity of Architectural Review and Approval. Section 13.2 is amended and subsections added as follows: 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. The Architectural Review Board may waive some or all of the requirements relating to plans, specifications, architecture, etc. in its own discretion where it is determined that total compliance would serve no useful purpose. The ARB may require submission of samples of building materials and colors proposed to be used. In the event the information submitted to the ARB is, in the ARB's opinion, incomplete or insufficient in any manner, the ARB may request and require the submission of additional or supplemental information.
- 13.2.1 The Architectural Review Board will approve or disapprove the Preliminary Submittal within ten (10) working days after said plans have been submitted. The Final Submittal shall be approved or disapproved within ten (10) working days after said plans have been submitted.
- 13.2.2 Upon approval by the ARB of any plans and specifications submitted to the ARB, the ARB shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the ARB disapproves any plans and specifications submitted to the ARB, the ARB should so notify the applicant in

writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the ARB to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request therefore. Upon continued disapproval, any applicant may appeal the decision of the ARB to the Board of Directors of the Association within thirty (30) days of the ARB's decision. The Board of Directors shall meet to review the disapproval within thirty (30) days of applicant's written request therefore and shall make a final determination no later than thirty (30) days from such meeting. The determination of the Board of Directors shall be final and binding upon the applicant provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

12. Architectural Control. Section 13.4.2 is amended to read: Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved exterior plans, elevations and specifications. There is specifically reserved unto the ARB, and to any agent or member of the ARB, the right of entry onto the lot and inspection of the exterior of the dwelling for the purpose of determination by the ARB whether there exists any construction of any improvement which violates the terms of any approval by the ARB. 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 ARB 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 ARB shall not give any such release except with respect to a violation that it determines to be minor. In the event a building or other structure fails to comply with the exterior plans, elevations and specifications submitted, a penalty not to exceed \$100.00 per violation may be imposed for violations that are deemed to be significant. The fine may be levied on the basis of each day of a continuing violation, with a single notice, except that no such fine shall exceed \$1000.00 in the aggregate. The Association is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Association shall be entitled to recovery of court costs, expenses, and attorneys' fees in connection therewith.
13. Architecture - Plan Submittals. Section 13.5 and its subsections is amended to read:
 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 Submittal and Final Submittal with working drawings, revisions, additions and landscaping plans. One set will be returned to the applicant with comments or approval in writing. The ARB may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the ARB. The payment of such fees, as well as other expenses of the ARB required to be paid shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove.

13.5.2 Preliminary Submittal. The Preliminary Submittal 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. The ARB may require submissions of samples of building materials and colors proposed to be used.

13.5.3 Final Submittal. Final Submittal required of all applicants, shall include the following: Revisions required by Preliminary Submittal review; construction details, specifications which shall be in writing. Landscaping plans must be included in the Final Submittal.

- 14. Mechanical Equipment and Duct Work. Section 13.6.4 (A) The last sentence is amended to read: 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 by landscaping and/or materials consistent with the architectural finish of the home. All screening material must be approved by the ARB.
- 15. Swimming Pools. Article 13 shall be amended by adding the following subsection:
Section 13.8. Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARB, which shall include, but not be limited to, the requirement that all swimming pools shall be permanent, in ground structures. No temporary or above ground pools shall be permitted.

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 Third 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:

Carol Owens

Print Name: CAROL OWENS

Lois Genuario

Print Name: LOIS GENUARIO

THE REEF HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation

By: Martin R. Peterson

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

Witnesses:

[Signature]

Print Name: DALE DAUGHERT

[Signature]

Print Name: CAROL OWENS

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

By: [Signature]

Stasha French, Secretary
5448 S.E. Reef Way
Stuart, Florida 34997

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 29 day of Oct 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 License as identification.

[Signature]
Notary Public
Print Name: RICHARD WALONIUS

[Notary Stamp]



Richard Walonius
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 29 day of Oct 2001,
By Stasha French, as Secretary of The Reef Homeowners Association, Inc. a Florida Corporation not-for-profit, on
behalf of the corporation, and she is personally known to me or has produced License
License as identification.

[Signature]
Notary Public
Print Name: RICHARD WALONIUS

[Notary Stamp]



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