

shall consist of three (3) members appointed by the Board of Directors of the Association. The members of the Architectural Review Board shall serve until death, resignation or their removal from the ARB by the Board. A majority of the Architectural Review Board members in office shall constitute a quorum for the transaction of business, and all action taken by the Architectural Review Board at any meeting at which a quorum is present shall be by a simple majority of those present. No formal meetings shall be required of the ARB and any action may be taken by the ARB without a meeting by oral consent, to be confirmed in writing and signed by a majority of the ARB members. All members of the ARB must be notified of all actions to be taken.

Section 8.3 Powers & Duties of the ARB The ARB shall have the following powers and duties:

Section 8.3.1 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.

Section 8.3.2 Architectural Plan Submittal

8.3.2.1 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 Parcel as provided hereinabove.

8.3.2.2 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. 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.

8.3.2.3 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.

8.3.3 Architectural Review. In passing upon all such plans and specifications, the Architectural Review Board shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the Lot upon which it is to be erected, its harmony with the surroundings and the effect of the building on other structures, as planned, as viewed from adjacent or neighboring lots. The Architectural Review Board shall use reasonable judgment in passing upon all such plans and specifications, but shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Architectural Review Board acted with malice or wrongful intent.

8.3.4 Architectural Review Board Response. 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. 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 shall 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.

8.3.5 Variances. 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.

8.4 Completion of Construction. When the construction of any building is commenced, work thereon must be prosecuted diligently and must be completed within one year including approved landscaping.

2. **Residential Use.** Section 9.1.1 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. **Builders' Signs.** Section 9.1.25.1 is amended to insert "after hours emergency phone number" after the words "phone number".
4. **Outside Displays .** Section 9.1.16 is amended and subsections added as follows:

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 improvements of his parcel, without prior written approval by the ARB. In all instances, the ARB shall have the right to mandate the removal of any display that is deemed to be offensive or obtrusive.

9.1.16.1 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.

9.1.16.2 Flags. No flags are allowed, except that owners 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 holiday decorations set forth in section 9.1.16.1

9.1.16.3 Yard Equipment. All games and play apparatus shall be placed to the rear of the property. ARB approved supplemental landscaping shall 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 or side 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.

9.1.16.4 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 & 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.

5. **Irrigation.** Section 9.1.24.4 is amended to read: Automated irrigation shall be required and installed at the time of construction of a Dwelling and shall be adequate to service all landscape elements, and such system shall include moisture sensing devices to assist in water conservation as well as micro-irrigation on scrubs and trees. At the time of this publishing it is the County's requirement that irrigation wells be disallowed in the Rocky Point area due to salt-water intrusion. All water will come from Martin County Utilities, which has a surcharge for excessive water use. Xeriscape landscaping or scrub preservation is encouraged in lieu of grass in an effort to lower water usage and promote water conservation. The preferred location of back-flow devices is adjacent to the house. Any other location shall be properly screened with ARB approved landscaping.
6. **Refuse Containers and Storage Tanks.** Section 9.1.28 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. All screening material must be approved by the ARB. 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. Owners may have a buried propane tank to fuel BBQ, pool or appliances. A small propane tank used with portable BBQs is permitted.
7. **Use Restrictions** Article 9 is amended by adding the following subsection:
9.1.31.2 **Leasing.** No dwelling in The Reef shall be leased for a term of less than four (4) months, nor shall a dwelling be leased more than two (2) times in one (1) year. The Owner shall be responsible for all assessments and for the keeping of all covenants set forth in this Declaration and a violation of any covenant or rule or regulation by a Lessee shall also be a violation by the Owner. Lessees must be supplied by Owner with a copy of the rules and regulations.
8. Section 9.4. **Builder Approval** is deleted in its entirety.
9. **Individual Assessments.** Section 6.6 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 to 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 6.6.1 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.

10. Amendments. Section 11.2 is amended by adding the following subsection:

11.2.5 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 the Covenants and Restrictions for The Reef Phase II as recorded in Official Records Book 1171, page 1335 of the Martin County, Florida public records, as amended, also includes the same terms and conditions as set forth in the proposed amendment to this 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, The Reef Homeowners Association, Inc. have caused this Fifth 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:

Dale Davenport

Print Name: Dale Davenport

Carol Owens

Print Name: CAROL Owens

THE REEF HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation

By: Martin R. Peterson

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

Witnesses:

Lois Genuaro

Print Name: LOIS GENUARO

Carol Owens

Print Name: CAROL Owens

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

By: Stasha French

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.

Richard Walerius
Notary Public
Print Name: RICHARD WALERIUS

[Notary Stamp]



Richard Walerius
MY COMMISSION # CC977574 EXPIRES
January 5, 2005
BONDED THRU TROY FAIR 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 as identification.

Richard Walerius
Notary Public
Print Name: RICHARD WALERIUS

[Notary Stamp]



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