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MARSHA EUNING MARTIN COUNTY DEPUTY CLERK C Hunter

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

This Amendment is executed this 17th day of FEBRUARY, 2010, 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, and by the Third Amendment recorded in Official Records Book 1593, Page 0001, and by the Fourth Amendment recorded in Official Records Book 01893, Page 0738 of the Public Records of Martin County, Florida is hereby amended as follows:

I. Amendments to Declaration:

1. **Owners' Specific Easements Pertaining to the Common Areas.** *The Owners' rights of enjoyment and use of the Common Areas and easements are subject to the following:*
Subsection 4.5.2 is amended in its entirety to read as follows:
The right of the Association to suspend the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities during any period of time in which he is in violation of any provisions of this Declaration or of any rules or regulations promulgated by the Association.
2. **Basis and Collection of General Assessments.** The Second Amendment No. 3, Section 5.3 is amended in its entirety to read as follows:
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 January 15th of each year. A twenty-five dollar (\$25.00) administrative late fee shall be due for each assessment paid 30 or more days late.
3. **Effect of Non-Payment of Assessments or Fines.** Section 5.8 is amended to add the following subsection:
5.8.1 The Association shall suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

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4. **Use Restricted to Single Family Dwelling.** Section 6.1.2 is amended in its entirety to read as follows:
No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family private dwelling, with an attached garage. However, guest houses shall be permitted if permitted by applicable zoning and building rules, ordinances and regulations.
5. **Recreational and Commercial Vehicles.** Section 6.1.5 is amended as follows:
The title is changed to **Recreational, Commercial and Motor Vehicles.**
The fourth sentence is amended to read:
No vehicle of any kind shall be parked overnight on any street or on non-paved areas of any parcel, nor shall any vehicle be parked at any time in areas posted with "No Parking" signs by the Association.
6. **Signs.** Section 6.1.13 is amended in its entirety to read as follows:
Except in the placing of official signs and notices by the Association, no signs, advertisements or notices of any kind shall be displayed to the public view on any Lot or on the Common Areas without the prior written approval of the Association. One commercial real estate sign in connection with the sale of that home or lot is allowed with the prior approval of the Board of Directors.
7. **Common Areas.** Section 6.1.21 is amended in its entirety to read as follows:
No Owner shall have the right to perform any maintenance, repairs, or alterations of the Common Areas, or the improvements thereon, if any, nor shall any Owner have the right to construct any improvements of any type or nature whatsoever on the Common Areas, except as a member of a committee at the expressed direction of the Board. No owner shall interfere in any way with the maintenance and repair of the Common Areas or the improvements located thereon if any, by the Association, its agents, employees or any management entity contracted by the Association, except as a member of a committee at the expressed direction of the Board. Further, each Owner shall be responsible for any damage caused to the Common Areas or the improvements located thereon, if any, caused by such Owner, his family, lessees and guests. The cost of such damage shall be levied against such Owner and his Lot as an Individual Assessment pursuant to the Provisions of Paragraph 5.6 hereof.
8. **Builders' Signs.** Amendment Three #6 is deleted. Section 6.1.30 is amended to read:
The primary builder may display one commercial sign with his company name, address, phone number, after hours emergency number and the Lot Owner's name.
9. The following subsection is added:
Maintenance of Vacant Lots 6.1.32.1
The Association shall be responsible for keeping clear of debris and vegetation (including weeds, underbrush and unsightly growths) and mowing all vacant lots provided that construction of a Dwelling on the Lot has not yet been completed. Completion of construction shall be defined as issuance of a Certificate of Occupancy for the Dwelling. The cost of such mowing and upkeep shall be assessed against the particular Owner as an Individual Assessment pursuant to Section 5.6 of this Declaration. The Association at its option and its discretion shall allow a vacant lot owner to maintain their own vacant lot and shall monitor the Lot for an appropriate level of care. In the event an Owner fails to maintain his Lot for a period of at least thirty (30) days, the Association shall have the right to mow and clear debris and vegetation, provided, however, that at least 10 days prior notice be given by the Association to the Owner of such Parcel before such work is done by the Association. The costs of such work shall be assessed against the particular Owner as an Individual Assessment pursuant to Section 5.6 of this Declaration.

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10. **Architectural Control.** The Third Amendment, #10, Section 13.1.2 is amended in its entirety to read as follows:
When the construction of any building is commenced, work thereon must be executed diligently. All residences must be completed within one (1) year after commencement of construction, unless granted an extension by the ARB. Any exterior addition, change, alteration or repair to any structure must be completed within four (4) months after commencement of construction, unless granted an extension by the ARB.
11. **Necessity of Architectural Review and Approval.** The Third Amendment, #11 Section 13.2.1 is amended in its entirety to read as follows:
The Architectural Review Board will approve or disapprove the Preliminary Submittal within twenty (20) working days after said plans have been submitted. The Final Submittal shall be approved or disapproved within twenty (20) working days after said plans have been submitted.
12. **Architectural Review Board.** Section 13.3 is amended in its entirety to read as follows:
The Architectural Review Board (ARB) shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions of the Association. The ARB shall consist of up to three (3) members and at least one alternate member appointed by the Board of Directors of the Association. The members of the ARB shall serve until resignation or their removal from the ARB by the Board of Directors (BOD).
13. **Architectural Review Board - Duties.** Section 13.4.1 is amended in its entirety to read as follows:
A majority of the Architectural Review Board (ARB) members in office shall constitute a quorum for the transaction of business, and all action taken by the ARB at any meeting at which a quorum is present shall be by a simple majority of those present. When approving or disapproving architectural submittals, meetings of the ARB must be open to all Association members. Notices of ARB meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting. The ARB shall provide an update on committee activities at each Board of Directors meeting.
14. **Color.** Second Amendment #9 Section 13.6.2 is amended as follows:
The Title is changed to: **Colors, Materials and Finishes** and is amended in its entirety to read: Colors, materials and finishes are to be coordinated on all exterior elevations of the buildings and all outside displays to achieve total continuity of design. 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.
15. **Exterior Design.** Section 13.6.5 (A) is amended in its entirety to read as follows:
Garages may have entrances facing the street. However, if possible, they should be designed to face side lot lines. Minimum square footage is 440.

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.

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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, Phase II to be executed by the duly authorized officer on the day and year first above written.

Witnesses:
[Signature]
Print Name: Cherise Chesney
[Signature]
Print Name: Virginia Dulmage

THE REEF HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not-For-Profit
By: [Signature]
David L. Welch, President
3630 SE Bowsprit Ct.
Stuart, Florida 34997

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 16 day of February, 2010, by David L. Welch 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 FLDL as identification.

[Signature]
VIRGINIA DULMAGE
Notary Public - State of Florida
My Commission Expires Mar 30, 2012
Commission # DD 73417
Bonded Through National Notary Assn.

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