

INSTR # 2193861 OR BK 02438 PG 0474 RECD 02/17/2010 01:51:29 PM
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MARSHA EWING MARTIN COUNTY DEPUTY CLERK C Hunter

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

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, 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. has 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, and by the Fourth Amendment recorded in Official Records Book 1539, page 1100 and by the Fifth Amendment recorded in the Official Records Book 1593, page 0007, and by the Sixth Amendment recorded in the Official Records Book 01893, page 0735 of the Public Records of Martin County, Florida is hereby amended as follows:

I. Amendments to Declaration:

1. **Suspension of Membership Rights.** Section 3.5 is amended in its entirety to read as follows:
The Association shall 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. 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.

2. **Maintenance of Property** Section 4.3. Add the following subsection: **4.3.6** 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 6.6 (Fifth Amendment #9).

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3. **Maintenance of Property.** Section 4.3 Subsection 4.3.2 is amended in its entirety to read as follows:
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 Article 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 Article 6 of this Declaration.
4. **Extent of Owner's Easement.** Section 4.6 Subsection 4.6.3 is deleted. This paragraph is covered under Section 3.5
5. **Basis and Collection of General Assessments.** Fourth Amendment, No. 5, and Section 6.3 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.
6. **Architectural Review Board.** Section 8.2 (as restated in the Fifth Amendment) 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 three (3) members and at least one alternate member, appointed by the Board of Directors of the Association (BOD). Members of the ARB shall serve until resignation or their removal from the ARB by the BOD. A majority of the 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 the meeting. The ARB shall provide an update on committee activities at each BOD meeting.
7. **Architectural Review Board Response.** Section 8.3.4 (as restated in the Fifth Amendment) is amended to change the response time for approving or disapproving the Preliminary Submittal from ten (10) working days to twenty (20) working days, and to change the response time for approving or disapproving the Final Submittal from ten (10) working days to twenty (20) working days.

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8. **Completion of Construction.** Fifth Amendment, #1, Section 8.4 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.
9. **Recreational and Commercial Vehicles** First Amendment. No. 12., Section 9.1.12 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.
10. **Color.** Section 9.1.22 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.
11. **Signs** Second Amendment No. 1 Section 9.1.25 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.
12. **Builders' Signs.** Fifth Amendment No. 3, and Section 9.1.25.1 is amended in its entirety to read as follows:
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.

II. Effective Date.

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

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IN WITNESS WHEREOF, The Reef Homeowners Association, Inc. have caused this Seventh 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.

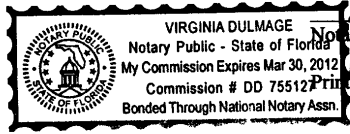
Witnesses:
[Signature]
Print Name: Cherise Chesney

[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]
Print Name: _____

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