

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

This Amendment is executed this 24th day of FEBRUARY, 2011, 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, and by the Fifth Amendment recorded in Official Records Book 02438, Page 0470 of the Public Records of Martin County, Florida is hereby amended as follows:

I. Amendments to Declaration:

1. Section 5.9 is amended in its entirety to read as follows:

5.9 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments or fines made by the Association, the lien of the Assessments or fines shall be superior to all liens, including homestead rights, but shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination shall, however, apply only to Assessments or fines which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. The written opinion of the Association that the lien for Assessments or fines is subordinate to a mortgage lien shall be dispositive of any question of subordination. No sale or other transfer shall relieve any Lot from liability for any Assessment or fine becoming due thereafter, nor from the lien of any such subsequent Assessment or fine. Any delinquent Assessments or fines which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed to all members in the same manner as General Assessments are assessed. Notwithstanding anything contained herein to the contrary, an Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and other charges which come due while owning the Lot. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association at closing, and if not, then within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Lot and proceed in the same manner as provided herein and in Chapter 720 Florida Statutes, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any common areas or other Association property

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or by the abandonment of the Lot for which the Assessments are made. Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments, except as specifically provided below. A First Mortgagee as herein defined, acquiring title to a Lot as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, is liable for Assessments or other charges imposed by the Association pertaining to such Lot which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in Section 720.3085 (2008), Florida Statutes, as same may be amended from time to time. A First Mortgagee acquiring title to a Lot as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of Assessments or other charges coming due during the period of such ownership. The limitations on First Mortgagee liability provided by this paragraph apply only if the First Mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgage foreclosure action. For purposes of this provision, "First Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company or an agency of the United States Government, which holds a first mortgage of public record on any Lot.

II. Effective Date.

The foregoing amendment to the Declaration of Covenants and Restrictions for The Reef, Phase II shall be effective immediately upon execution.

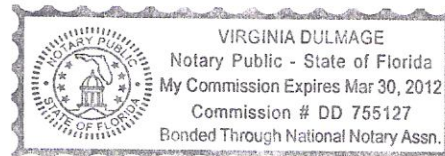
IN WITNESS WHEREOF, The Reef Homeowners Association, Inc. has caused this Sixth Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for The Reef, Phase II to be executed by the duly authorized officer on the day and year first above written.

Witnesses:

Cheryl Chesney
Print Name: Cheryl Chesney

Virginia Dulmage
Print Name: Virginia Dulmage

THE REEF HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation, Not-For-Profit
By: *David L. Welch*
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 24 day of February 2011, 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.

Virginia Dulmage
Notary Public