



Record and Return to:  
Jane L. Cornett, Esq.  
Becker  
Royal Palm Financial Center  
759 SW Federal Highway, Suite 213  
Stuart, FL 34994

-----THIS SPACE FOR RECORDER'S USE-----

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

The Declaration of Covenants and Restrictions for The Reef, Phase II was recorded in the Public Records of Martin County, Florida, at Official Records Book 1171, Page 1335 et.seq., and amended at Official Records Book 1204, Page 837, and at Official Records Book 1539, Page 1095 et.seq., and at Official Records Book 1593, Page 1 et.seq., and at Official Records Book 1893, Page 738 et.seq., and at Official Records Book 2438, Page 470 et.seq., and at Official Records Book 2506, Page 681 et.seq. The same Declaration of Covenants and Restrictions is hereby amended as approved by the Members by a vote sufficient for approval by proxy on March 9, 2018.

1. Section 5.9 is hereby amended as follows:

5.9 Subordination of Lien to Mortgages. No sale or other transfer shall relieve any Parcel from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceedings or deed in lieu of foreclosure, shall be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any question of subordination. 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 Parcel. 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 Parcel 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 or by the abandonment of the Parcel for which the Assessments are made. Sale or transfer of any Parcel shall not affect the Assessment lien or relieve such Parcel from the lien for any subsequent Assessments, except as specifically provided below. A First Mortgagee as herein defined, acquiring title to a Parcel 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 Parcel 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, Florida Statutes, as same may be amended from time to time. A First Mortgagee acquiring title to a Parcel 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 Parcel, whether or not such Parcel 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 mortgagee 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, mortgage company or an agency of the United States Government, which holds a first mortgage of public record on any Parcel.

2. The foregoing amendment to the Declaration of Protective Covenants and Restrictions was adopted by the members by a vote sufficient for approval.

3. All provisions of the Declaration of Covenants and Restrictions are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary this 10<sup>th</sup> day of April, 2018.

WITNESSES:

The Reef Homeowners Association, Inc.

Linda G. Dueben  
Witness #1 Signature

By: Michael McTeague  
Michael McTeague, President

Linda G. Dueben  
Witness #1 Printed Name

Lynn S. McCann  
Witness #2 Signature

Lynn S. McCann  
Witness #2 Printed Name

Win Benbow  
By: Win Benbow  
Win Benbow, Secretary

Linda G. Dueben  
Witness #1 Signature

Linda G. Dueben  
Witness #1 Printed Name

Lynn S. McCann  
Witness #2 Signature

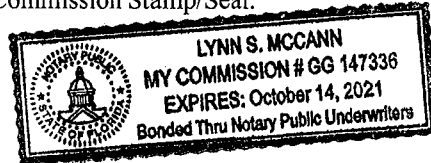
Lynn S. McCann  
Witness #2 Printed Name

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of April, 2018 by Michael McTeague as President of The Reef Homeowners Association, Inc., [ ] who is personally known to me or [  ] who has produced identification [Type of Identification: drivers license ].

Lynn S. McCann  
Notary Public  
Commission Stamp/Seal:

Notary Seal

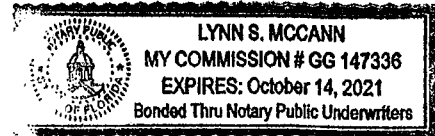


STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 13 day of April, 2018 by Win Benbow as Secretary of The Reef Homeowners Association, Inc., [ ] who is personally known to me or [  ] who has produced identification [Type of Identification: drivers license ].

Lynn S. McCann  
Notary Public  
Commission Stamp/Seal:

Notary Seal



CERTIFICATE

The Reef Homeowners Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Declaration of Covenants and Restrictions, a copy of which is attached hereto, was duly and regularly approved by the Members by a vote sufficient for approval on March 9, 2018.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary this 10<sup>th</sup> day of April, 2018.

WITNESSES:

Linda G. Dueber  
Witness #1 Signature

Linda G. Dueber  
Witness #1 Printed Name

Lynn S. McCann  
Witness #2 Signature

Lynn S. McCann  
Witness #2 Printed Name

The Reef Homeowners Association, Inc.

By: [Signature]  
Michael McTeague, President

Linda G. Duerben  
Witness #1 Signature

Linda G. Duerben  
Witness #1 Printed Name

Lynn S. McCann  
Witness #2 Signature

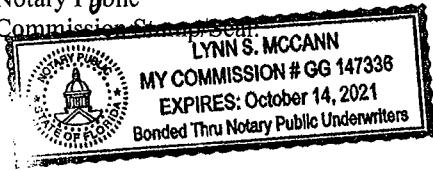
Lynn S. McCann  
Witness #2 Printed Name

By: [Signature]  
Win Benbow, Secretary

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of April, 2018 by Michael McTeague as President of The Reef Homeowners Association, Inc., [ ] who is personally known to me or [] who has produced identification [Type of Identification: drivers license].

Notary Seal

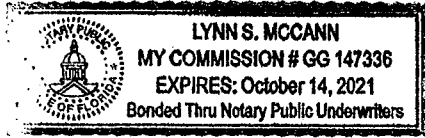
Lynn S. McCann  
Notary Public  
Commission Stamp/Seal  


STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 13 day of April, 2018 by Win Benbow as Secretary of The Reef Homeowners Association, Inc., [ ] who is personally known to me or [] who has produced identification [Type of Identification: drivers license].

Notary Seal

Lynn S. McCann  
Notary Public  
Commission Stamp/Seal:



ACTIVE: R19269/343201:10723605\_1