



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-----

**NINTH AMENDMENT
 TO THE
 DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
 RESTRICTIONS
 FOR THE REEF**

The Declaration of Protective Covenants, Conditions and Restrictions for The Reef was recorded in the Public Records of Martin County, Florida, at Official Records Book 998, Page 776 et.seq., and amended at Official Records Book 1130, Page 23, and at Official Records Book 1171, Page 1112 et.seq., and at Official Records Book 1204, Page 840 et.seq., and at Official Records Book 1539, Page 1100 et.seq., and at Official Records Book 1593, Page 7 et.seq., and at Official Records Book 1893, Page 735 et.seq., and at Official Records Book 2438, Page 474 et.seq., and at Official Records Book 2506, Page 683 et.seq. The same Declaration of Protective Covenants, Conditions and Restrictions is hereby amended as approved by the Members by a vote sufficient for approval by proxy on March 9, 2018.

1. Section 6.9 is hereby amended as follows:

6.9 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, Conditions and Restrictions was adopted by the members by a vote sufficient for approval.

3. All provisions of the Declaration of Protective Covenants, Conditions 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 10th day of April, 2018.

WITNESSES:

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

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

The Reef Homeowners Association, Inc.

By: Michael McTeague
Michael McTeague, President

Win Behbow
By: Win Behbow
Win Behbow, 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].

Lynn S. McCann
Notary Public
Commission Stamp/Seal:

Notary Seal

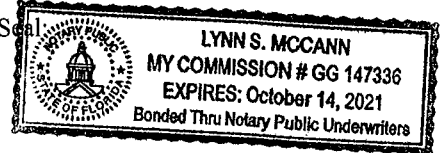


STATE OF FLORIDA
COUNTY OF MARTIN

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 Protective Covenants, Conditions 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 10th day of April, 2018.

WITNESSES:

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

The Reef Homeowners Association, Inc.

By: [Signature]
Michael McTeague, President

Linda G. Dueben
Witness #1 Signature

[Signature]
By: _____
Win Benbow, Secretary

Linda G. Dueben
Witness #1 Printed Name

Lynn S. McCann
Witness #2 Signature

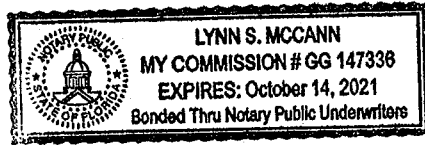
Lynn S. McCann
Witness #2 Printed Name

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

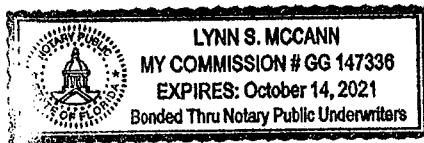


STATE OF FLORIDA
COUNTY OF MARTIN

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



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