

Prepared By and Return to:
Bennett L. Rabin, Esquire
Brudny & Rabin, P.A.
28100 U.S. Highway 19 N., Suite 300
Clearwater, Florida 33761

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS,
LIMITATIONS, CONDITIONS AND AGREEMENTS
OF SUNSET REEF**

This is to certify that at a duly called meeting of the members of Sunset Reef Homeowners Association, Inc. (the "Association") held on June 29, 2004, at which a quorum of the voting interests were represented, the attached amendment to the Declaration of Condominium for Sunset Reef, was duly adopted by the membership as required therein. The Declaration of Restrictions, Limitations, Conditions and Agreements was originally recorded in Official Records Book 6980, Page 1653, Public Records of Pinellas County, Florida, and as it exists as originally recorded and subsequently amended. The Plat related thereto is found in Plat Book 103, Page 45, Pinellas County Records.

IN WITNESS WHEREOF, SUNSET REEF HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 23rd day of August, 2004.

SUNSET REEF HOMEOWNERS
ASSOCIATION, INC.

By: Ruth Lebowitz
Signature
Ruth Lebowitz, President
Print Name and Title

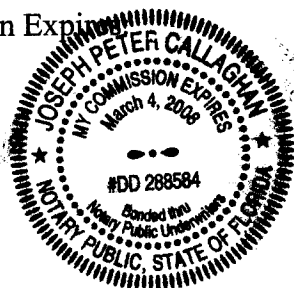
Angela R. Giv
Signature of Witness #1
Angela Giv
Printed Name of Witness #1
Debbie Hall
Signature of Witness #2
Debbie Hall
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 23rd day of August, 2004, by Ruth Lebowitz, as President of SUNSET REEF HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

My Commission Expires

Joseph Peter Callaghan
Notary Public - State of Florida at Large



**APPROVED AMENDMENTS TO DECLARATION OF RESTRICTIONS,
LIMITATIONS, CONDITIONS AND AGREEMENTS
OF
SUNSET REEF**

The following are approved amendments to the Declaration of Restrictions, Limitations, Conditions and Agreements of Sunset Reef, originally recorded at Official Records Book 6980, Page 1653, Public Records of Pinellas County, Florida.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~)

Item No. 1: Article I, Section 3 is hereby amended to read as follows:

ARTICLE I

DEFINITIONS

* * *

SECTION 3. "Unit" shall mean and refer to any numbered lot as reflected on the plat of the real property described herein intended or designated for the construction thereof of one single family attached townhouse. "Single family" shall mean one or more persons related by blood, marriage or adoption or no more than two unrelated persons living and cooking together as a single housekeeping unit. "Unit" and "Lot" are used interchangeably in certain portions of this Declaration.

Item No. 2: Article I, Section 7 is hereby amended to read as follows:

ARTICLE I

DEFINITIONS

* * *

SECTION 7. "Common Area" shall mean and refer to the property located in SUNSET REEF which has ~~heretofore or which may hereafter~~ been set aside by Developer for deed to the SUNSET REEF HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, or to the Owners as tenants in common in SUNSET REEF as members of SUNSET REEF HOMEOWNERS ASSOCIATION, INC. The Common area shall be maintained by the Association as provided for hereinafter.

Item No. 3: A new Section 8 has been added to Article I to read as follows:

ARTICLE I

DEFINITIONS

* * *

SECTION 8. "Pro Rata" or "Per Lot" shall refer to the manner in which the responsibilities and duties of the Owners are shared. "Per Lot" refers to sharing of expenses by only one or more of the Lot Owners who are affected by the particular issue, which may include all Lot Owners in the community, and "Pro Rata" refers to sharing of responsibility by all Lots equally within SUNSET REEF.

Item No. 4: Article IV, Section 4 is hereby amended to read as follows:

ARTICLE IV

MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

* * *

SECTION 4. Conveyances and Leases. In order to establish, protect and preserve the quality of this Real Property, no Unit shall be sold, conveyed, leased, rented, given or in any other manner transferred to anyone unless and until all violations of the restrictions, limitations, conditions and agreements set forth herein have been cured by the Owner, or unless an agreement has been reached in writing as to how any such issues are to be addressed. Sales, transfers and leases shall also not take place until the Owner has complied with all other restrictions and rules which relate to such transactions. Any deed, lease or other conveyance of any interest in said property, directly or indirectly (other than by will or judicial proceedings) in violation of this covenant shall be voidable by the Association ~~or Developer.~~

(a) Sales and Transfers of Units. Prior to the sale or transfer of any Unit, the Owner must complete an application on a form provided by the Association, and obtain approval for the transfer from the Board or person(s) designated by the Board. No application fee will be charged, and approval will be granted unless: (1) the application is not completed, or false information is provided in connection with the application; (2) there are existing violations or agreements which the selling Owner has not addressed as required herein; or (3) the application demonstrates that the proposed transferee(s) do not comply with some of the specific rules and restrictions governing the use of the property. The application will be approved within 10 days from submission unless any of the issues outlined above need to be addressed, in which case the Association will attempt to resolve such issues as soon as reasonably possible. No sale or transfer shall be made until written approval has been obtained by the Association.

(b) Leasing. Prior to leasing a Unit, the Owner must complete an application on a form provided by the Association, and obtain approval from the Board or person(s) designated by the Board. No application fee will be charged, and approval will be granted unless: (1) the application is not completed, or false information is provided in connection with the application; or (2) the application demonstrates that the proposed transferee(s) do not comply with some of the specific rules and

restrictions governing the use of the property. Additionally, the Owner and tenant(s) must sign a Lease Addendum form to be provided by the Association which will allow the Association to directly enforce any violations against the tenant(s) and which will otherwise protect the interests of the Association. The application will be approved within 10 days from submission unless any of the issues outlined above need to be addressed, in which case the Association will attempt to resolve such issues as soon as reasonably possible. No lease shall be made until written approval has been obtained by the Association.

Item No. 5: Article V, Section 1(b), Article V, Section 3 and Article V, Section 5(2) are hereby amended to read as follows:

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation For Assessments. ~~The Developer, for each Unit owned within the Real Property, hereby covenants, and e~~ Each owner of one or more Units by acceptance of a deed therefore, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenants and agrees to pay to the Association:

* * *

(b) ~~Sspecial assessments, for capital improvements, W~~whether payable monthly, quarterly, or annually each of the aforementioned assessments to be established and collected as together with interest, late fees, costs, and reasonable attorneys' fees shall be a charge on the Unit and shall be a continuing lien upon the Unit, against which such assessment is made. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of record of the Unit described in the assessment on the date when the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to the successors in title of the record Owner on the date when the assessment became due and payable unless expressly assumed by the record Owner's transferee.

* * * *

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

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SECTION 3. Special assessments ~~for Capital Improvements~~. In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy in any "assessment year", which shall be the same as the Association's fiscal year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any roof maintenance, repair or replacement or construction, reconstruction, repaving, repair or replacement of streets, sidewalks, walkways or other improvements within the Easement areas, or for other expenses which were not anticipated at the time that the budget was approved, provided that any such assessment

shall have the assent of two thirds (2/3) of the votes of all of the Owners who are voting in person or by proxy at a special meeting duly called for this purpose. However, in an emergency, or where the Board

determines that a special assessment is needed to protect against injury or damage to persons or property, or where required by any government mandates or requirements, the Board may adopt such assessment without membership approval.

* * * *

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

* * *

(2) Special Assessments: The basis for determining the special assessment shall be the actual cost of each item of construction, reconstruction, repaving, repair or replacement of a capital improvement within the Easements, or the actual cost of other unanticipated expenses. Each Owner shall be assessed and shall pay a pro rata share of the total amount of the assessment ~~necessary for capital improvements~~ as set forth hereinabove in Section 3, the schedule for payment of which shall be set by the Board of Directors.

Item No. 6: The paragraph following Article V, Section 2(h) is hereby amended to read as follows:

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

* * *

The Board of Directors is hereby empowered to prepare and submit to the Association an annual budget for its approval, and based thereon to determine the amount of the annual assessment from year to year. If the budget is not approved by a majority of a quorum of the membership at a meeting, the prior year's assessment will remain in effect until a new budget is resubmitted and approved.

Item No. 7: Article V, Section 5 is hereby amended to read as follows:

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

* * *

SECTION ~~V~~5. Method of Assessment. Both annual and special assessments ~~must~~ may be fixed at a uniform ~~or proportionate~~ rate, provided that in connection with re-roofing or re-painting of the buildings, the Board of Directors shall ~~may~~ apportion the expenses related to roofing and painting and the related assessment against the Lots on a per-lot basis based upon an apportionment of the costs thereof as follows: The Board shall, when roofing replacement or painting is needed, obtain bids from licensed contractors. The contractor shall be asked to apportion the costs of the job into a lot-by-lot basis. The Board shall determine the accuracy of the bid, which shall be based upon an allocation of the cost of painting or roofing, as the case may be, to each of the lots. The allocation of such expenses by the Board shall be final. All other expenses shall be shared equally for all Units.

Item No. 8: Article V, Section 5(1)(A) and Article 5(1)(B) are hereby amended to read as follows:

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

* * *

(1) Annual Assessment. The basis for determining the annual assessment will be the estimated cost of each item of service provided for the benefit of the Association as reflected upon the Association's books in accordance with the services to be provided to the Owners as set forth hereinabove in Article V, Section 2, taking into account the annual amount of the reserve account which may ~~will~~ be used to supplement the annual budget.

(A) Payment: Each Owner shall be assessed and shall pay an equal ~~a~~ pro-rata share of the total amount of the assessment necessary to maintain the annual budget which will provide the funds necessary for the services as set forth hereinabove in Section 2. Each Owner shall owe his pro rata share of the annual assessment on the first day of the assessment year, or on the first day of each month or quarter if assessments are adopted on this basis.

(B) Costs: Costs shall include those items of services set forth in Section 2 of Article V, in addition to other common expenses for the operation and maintenance of the community.

Item No. 9: Article V, Section 7 is hereby amended to read as follows:

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

* * *

SECTION 7. Subordination of the Lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any ~~institutional~~ first mortgage securing an indebtedness owed by the Developer or Owner. ~~An institutional first mortgage referred to herein shall be a mortgage upon a single Unit granted to and owned by a bank, savings and loan association, or insurance company.~~ Should

any ~~person or entity institution~~ holding a first mortgage acquire title by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said Unit, the first mortgagee shall pay its pro rata share of the annual and special assessments as provided for herein. The sale or transfer of any Unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or

proceeding in lieu thereof. The lien of the Association is superior to all second mortgages and other liens established or granted after the date of this amendment and the lien of the Association shall relate back to the date of the recording of this amendment.

Item No. 10: Article V, Section 8 is hereby amended to read as follows:

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

* * *

SECTION 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by Florida law. In addition, the Association may impose a late fee not to exceed 10 percent of any assessment not paid within fifteen (15) days from the due date. Once an Owner becomes delinquent, any payments will first be applied to costs, late fees, interest and attorneys' fees, and then to the principal balance due. The Association ~~or Developer~~ may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Unit. This lien shall be superior to any homestead right of the Owner and the Owner expressly waives any right of homestead under Florida law and the Florida Constitution so that ~~either the Developer or the Association~~ can enforce its lien right through a foreclosure proceeding. Should the Association ~~or the Developer~~ retain counsel to collect any delinquent assessment, all costs of collection, including all attorneys fees, shall be paid by the Owner obligated to pay said assessment.

Item No. 11: Article V, Section 9 is hereby amended to read as follows:

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

* * *

SECTION 9. Budget. The Association shall assess all Units its members annually an equal pro-rata share of a sum sufficient to maintain the annual budget adopted from year to year by the Association through its Board of Directors and each and every assessment shall be payable to the Association in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the Bylaws of the Association, and Section 5(a)(1) herein. ~~Each owner's pro-rata share of the first budget of the Association and/or any special assessment levied by the Association shall be no greater~~

~~than Ninety Four Dollars (\$94.00) per month, and the Developer shall guarantee payment of actual costs in excess thereof to the Association during said initial twelve (12) month period.~~

Item No. 12: Article VI, Section 2 is hereby amended to read as follows:

ARTICLE VI
MAINTENANCE

* * *

SECTION 2. Lien Rights of Association. In the event of Owner's failure or refusal to pay such expense, the Association ~~or Developer~~ shall have the right to file a lien against the property. Said lien shall be filed in the Public Records of Pinellas County, Florida, and a copy thereof mailed to such Owner at his last known mailing address. If such lien is not paid within thirty (30) ~~ten (10)~~ days after the filing thereof, and notice to the Owner, the Association shall have the right to foreclose the same in the same manner as a ~~mortgage or mechanics~~ lien for unpaid assessments foreclosure or in such other manner as may be permitted by law. In addition to recovery of such expenses, the Association shall be entitled to recover from the Owner of said Property all costs, including reasonable attorneys' fees, incurred in connection with the preparation and bringing of such foreclosure proceedings, in addition to interest at the maximum rate allowed by law, and all such costs, interest and fees shall be secured by said lien.

Item No. 13: Article VI, Section 3 is hereby amended to read as follows:

ARTICLE VI
MAINTENANCE

* * *

SECTION 3. Insurance. ~~The Association shall maintain annual hazard, casualty, windstorm and floor insurance policies covering all units in an amount equal to the full reconstruction cost.~~

(a) The Association shall maintain liability, casualty and such other insurance policies for the Common Areas of the development, and the general protection of the Association, in such amounts as determined by the Board of Directors from time to time.

(b) With respect to insurance on the individual Units (the terms "Lot" and "Unit" are both used herein and will have the same meaning), the Association will have the following options:

1. If such coverage is reasonably available and cost effective, the Association shall obtain property and casualty, and windstorm coverage for all Units in such amounts as it determines are appropriate from time to time to cover the replacement cost of certain portions of the structures and improvements. For the purpose of Casualty Insurance, if such coverage is reasonably available, the Association will insure plumbing and electrical systems located in the boundary walls or outside the "living units", as well as the following improvements inside the living units: interior walls, doors, base flooring and ceilings. (This is only the rough-in plumbing and electrical, insulation, plywood, sub-flooring, drywall, and interior doors within the individual Units.) The Lot Owner will be responsible for insuring all floor, wall and ceiling interior coverings, as well as all electrical and plumbing fixtures, built-in cabinets, appliances, water heater, water softener, water filters, and other property within the living unit, all heating and air conditioning equipment, and systems serving the unit, and any other improvements not insured by the Association.

2. With regard to flood insurance, if the Association determines that such coverage is reasonably available and cost effective, it shall obtain one or more flood insurance policies, in such amounts, and with such deductibles, as it determines appropriate, to provide flood insurance coverage for the Units. In such event, individual Owners will be required to obtain coverage for any items not covered by the Association's insurance, if they elect to do so.

3. If the Board of Directors determines that it is not economically or otherwise feasible for the Association to maintain property and casualty insurance, and/or flood insurance, to cover possible damage to the individual Units, the Owner, at all times, shall procure and maintain adequate policies of property and casualty insurance, including coverage for flood and windstorms, if available and applicable, for the full replacement costs of the townhouse unit on the Owner's Lot, and such other insurance as may be required by the Association. The Board shall annually determine the replacement costs of the improvements on each Lot, and shall notify the homeowners of the required coverage each year. Upon renewal of existing policies, each Owner must modify the amount of coverage so as to cover such replacement costs. The Owner shall furnish to the association a copy of the insurance coverage so maintained, and if the Owner is allowed to do so, the Association is to be added as an additional insured under the policies to be maintained by the Owner. If the Owner fails to provide the Association with proof of insurance, following a demand from the Association for proof of coverage, the Association may obtain insurance on such Owner's Lot, for the benefit of the Owner and the Association, and the costs of such insurance may be imposed as a special assessment against the Owner's Lot, collectible in the same manner as other assessments. The Association shall not be liable or responsible for any loss or damage suffered by an Owner or any other person, or damage to any Lot, because the Association did not obtain insurance coverage as to any Lot. No policy shall be modified or canceled without thirty (30) days prior written notice to the Association, and the Association shall, when an insurance policy is obtained or renewed, or upon request at any time, be furnished with a certificate issued by the insurer or issuing agent specifying the insurance which is in effect during the period of coverage. Each Owner, at Owner's option, may also obtain and maintain public liability insurance and/or personal property casualty insurance in any desired amount, thereby protecting and insuring Owner's insurable interests.

(a) To the extent that any insurance proceeds are recovered which are allocated to pay for maintenance or reconstruction of the exterior improvements, including the roofs, that the Association is responsible for, the Association shall be entitled to such insurance proceeds. Any proceeds for interior damage, or for items which the Association is not responsible for, shall be for the benefit of the Lot Owner. To the extent that insurance proceeds are not sufficient to pay for the repair of exterior damage, each affected Lot Owner will be required to contribute an amount up to the deductible

amount under their individual policies in order to restore or repair the exterior of his Lot, including the roof. If the funds are still not sufficient, all Owners in the affected building must pay a pro rata share of any additional costs. If any Lot Owner fails to pay the costs of repair attributable to his Lot, the Association may hold such Lot Owner personally liable, and/or may file a lien against the Lot, and foreclose such lien in the same manner as a lien for unpaid assessments. The Association will be entitled to recover all costs and attorneys' fees incurred, in addition to interest at the maximum rate provided by law.

4. The provisions contained herein are based upon the unsettled nature of the existing laws and market conditions relating to insurance being obtained by the Association for the benefit of the individual Lots. These provisions are intended to allow the Association to determine, from time to time, what the most appropriate and cost-effective means for insuring the individual Lots, based upon coverages and rates which may be available.

Item No. 14: Article VI, Section 4 is hereby amended to read as follows:

ARTICLE VI

MAINTENANCE

* * *

SECTION 4.

(a) Association Responsibility. The Association shall have the duty power and authority to maintain and replace, at the Association's expense, all exterior surfaces of the units, including the walls of the Unit up to the unfinished interior surface of the Unit, normal wear and tear of stucco, paint, balcony walls, railings and ceilings, and roof areas. The Association shall also maintain, repair and replace the front and back entry doors unless the damage to the doors is caused by the intentional or negligent act of the occupants or guests in the Unit. The Association will also provide exterior pest and termite treatments, ~~normal wear and tear of the hinged entrance doors at the front and rear of each unit.~~

(b) Owner Responsibility. The Owner shall maintain in good condition and repair, and replace at his own expense, notwithstanding insurance recoveries, all portions of the unit except those portions to be maintained, repaired or replaced by the Association. This shall include, but is not limited to, all wall, floor and ceiling coverings, including the balcony, skylights, all screens, windows and frames, sliding glass doors and frames, master bedroom door, french doors, and overhead garage doors ~~and all floor surfaces~~. The Owner will also be responsible for any pest and termite control inside his unit, and owners must provide proof to the Association, upon request, that interior pest and termite treatments are being performed. Such treatment responsibility of the owner will also include the boundary walls of the unit, including all window and door frames. If an Owner fails to provide proof to confirm that proper pest and termite treatments are being performed, following notice by the Association, such services may be provided by the Association at the expense of the Owner. The Owner will then be responsible for all costs and attorneys' fees incurred by the Association in providing such services and collecting the amount

due from the Owner. If the Owner fails to pay the amount due to the Association within 30 days from a written demand, the Association may file a lien against the unit and such lien will be enforceable in the same manner as a lien for unpaid assessments. In the event that tenting of a building is needed due to termite infestation, all owners in such building must cooperate and must vacate their units as needed at their expense. Any special assessment for termite treatment will be adopted on a pro rata basis against all units in the community.

Item No. 15: Article VIII, Section 2 is hereby amended to read as follows:

ARTICLE VIII

RESTRICTIONS

* * *

SECTION 2. No Trailers or Temporary Buildings. No ~~detached tents, trailers, sheds or temporary or accessory~~ buildings or structures shall be erected or permitted to remain on the Real Property without the written consent of the Board of Directors. ~~However, the Developer shall have the right to maintain a temporary sales office and construction trailers so long as any Units remain unsold.~~

Item No. 16: Article VIII, Section 3 is hereby amended to read as follows (Substantial rewording; see same section of existing Declaration for current wording):

ARTICLE VIII

RESTRICTIONS

* * *

SECTION 3. Parking. No campers, recreational vehicles, trucks or commercial vehicles shall be parked or allowed on the Real Property, except on a temporary basis and with the prior written approval of the Board of Directors. Sport utility vehicles and pickup trucks up to a one-ton carrying capacity will be permitted, provided that these have not been modified by the addition of oversized tires or other exterior alterations, and further provided that all such vehicles must be able to fit in the garage or assigned parking space for the Unit. In no case will blocking of sidewalks be permitted. No parking of any vehicle or boat will be allowed on the grass. No commercial trucks or vehicles will be allowed, unless parked in the garage at all times and concealed from view. This includes vehicles with lettering on the exterior. No maintenance or repairs may be performed upon any boat or motor vehicle, except for minor emergency repairs. Boats and trailers may only be stored in Unit garages with the door closed. Assigned parking spaces must be used before any vehicles are parked in guest spaces. The vehicles of any Unit may not occupy more than one guest space on a regular basis. Additional rules regarding parking spaces and guest spaces may be adopted by the Board.

Item No. 17: Article VIII, Section 5(1) is hereby amended to read as follows:

ARTICLE VIII
RESTRICTIONS

* * *

SECTION 5. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, in any Unit or on the Real Property which may be or become an annoyance or nuisance to the neighborhood, including, without limitation, the following:

(1) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Real Property; however, dogs, cats and other customarily kept house pets may be kept in Units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes. A maximum of one dog or cat is allowed per Unit, with the weight of such animal not to exceed twenty (20) pounds. This same weight limitation shall apply to any animals which are visiting a Unit. All animals shall be kept within each Unit, and on a leash or carried by the owner when out of the Unit. Owner shall be responsible for immediate removal of any waste material deposited by an animal inside or outside of each Unit. All animals are to be walked or exercised at the designated animal exercise area.

Item No. 18: Article VIII, Section 5(2) is hereby amended to read as follows

ARTICLE VIII
RESTRICTIONS

* * *

SECTION 5. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, in any Unit or on the Real Property which may be or become an annoyance or nuisance to the neighborhood, including, without limitation, the following:

* * *

(2) Businesses and Trades. Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use that shows or tends to show commercial activity of a unit, including but not limited to regular pick-up or delivery of supplies, materials, partially or completed goods, or any physical or tangible use which evidences any commercial activity whatsoever, and including signage. Businesses not requiring visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein. No manufacturing, trade, business, commerce, industry, profession, or any other occupation whatsoever shall be conducted or

~~carried on or in any Unit or any part thereof, except for the business of the Developer while the Developer still owns any Unit in the Real Property.~~ Furthermore, no hobby, game or sport shall be engaged in by the Owner, his invitees or guests which shall result in loud, obnoxious or offensive noises.

Item No. 19: Article VIII, Section 6 is hereby amended to read as follows:

ARTICLE VIII

RESTRICTIONS

* * *

SECTION 6. Obnoxious or Offensive Activities. No obnoxious or offensive activities or nuisances, or any activity which disturbs the peaceful enjoyment of the property by other residents, shall be permitted ~~carried on,~~ in or about any Unit or Common Area.

Item No. 20: Article VIII, Section 9 is hereby amended to read as follows:

ARTICLE VIII

RESTRICTIONS

* * *

SECTION 9. Signs. No sign of any kind shall be displayed to the public view from any Unit ~~except by the Developer during the course of construction of improvements, and while any Unit is for sale by the Developer.~~ Except for such real estate and security signs as may be specifically permitted by the Board of Directors, no signs or banners are to be displayed or placed on the Sunset Reef property.

Item No. 21: Article VIII, Section 12 is hereby amended to read as follows:

ARTICLE VIII

RESTRICTIONS

* * *

SECTION 12. Outside Appearance of Units. No rugs, towels, laundry or mops shall be shaken or hung from or on any of the windows, doors, deck railings or balconies.

Item No. 22: Article VIII, Section 17 is hereby amended to read as follows:

ARTICLE VIII

RESTRICTIONS

* * *

SECTION 17. T.V. ANTENNAS/HAM RADIO ANTENNAS/SATELLITE DISHES. No ham radio antennas will be permitted. No radio antennas, or satellite dishes will be permitted, except as specifically required by federal law. Any satellite dishes or antennas should be located so as to minimize any adverse visual impact on other Units or common areas. Procedures and rules for registration and placement of satellite dishes and antennas may be adopted by the Board.

Item No. 23: Article XIII, Section 3 is hereby amended to read as follows:

ARTICLE XIII

GENERAL PROVISIONS

* * *

SECTION 3. Remedies for Violation. The violation ~~or~~ ~~en~~ breach of any condition, covenant or restriction herein contained shall give the ~~Developer, the~~ Association or any Owner, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Owner of the property alleged to be in violation, provided that the party bringing the litigation is the prevailing party such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Such expenses of litigation shall include reasonable attorney's fees incurred by ~~Developer or~~ the Association in seeking such enforcement at the trial and appellate levels. In addition to the other remedies provided for in the Declaration, Bylaws and applicable statutes, the Association may levy reasonable fines against a Lot Owner, and/or suspend the right of the owner to use common areas operated or maintained by the Association. A fine or suspension may be imposed by the Board for failure to comply with any provision of the Declaration, Bylaws or reasonable rules and regulations adopted by the Association. Unless specifically authorized by future amendments to the Florida Statutes, no fine may exceed \$100.00 per violation; however, a fine may be levied on the basis of each day of a continuing violation, of up to \$100.00 per day and a maximum of \$1000.00 for any single, continuing violation. No fine or suspension may become final until at least fourteen (14) days notice of the proposed fine is provided to the person(s) sought to be fined, and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors of the Association. Such committee members shall not be officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association, except as otherwise permitted by law. If the committee, by majority vote, agrees to overrule the Board and to eliminate or reduce a proposed fine, the fine will be imposed in accordance with the decision of the committee. Otherwise, the fine will stand as proposed by the Board. The Board of Directors and the committee may adopt additional rules and procedures in connection with the adoption of fines, and the hearing and other procedures to be followed. If a fine is not paid within 15 days from the date of a final notice to the person(s) being fined, after the opportunity to a hearing before the committee

as outlined above, the Association may file a claim of lien for the unpaid fine and such fine will be collectible in the same manner as a fine for unpaid assessments. The Association will be entitled to recover all costs and attorneys' fees in connection with the adoption and collection of the fine.

END OF APPROVED AMENDMENTS

663/Amendments/DecAmends-Approved4-817