

**[THIS DECLARATION IS A RESTATEMENT OF THE ORIGINAL DECLARATION
RECORDED AT O.R. BOOK 4901, PAGE 1714, ET SEQ., OF THE OFFICIAL
RECORDS OF PINELLAS COUNTY, FLORIDA, AND INCLUDING ALL
AMENDMENTS RECORDED THROUGH APRIL 4, 2023]**

**RESTATED AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CLEARWATER COVE, ALSO KNOWN AS CATALINA COVE**

Clearwater Cove, Inc., a Florida Corporation, was the developer of the subdivision known as Clearwater Cove, and by the Declaration recorded at Official Records Book 4901, Page 1714, Public Records of Pinellas County, Florida, submitted Phase I of Clearwater Cove to the terms and conditions of the Declaration. Phase I is shown in the Plat recorded in Play Book 73, Pages 14 and 15, Public Records of Pinellas County, Florida; however, the building referred to as Unit 6 on this plat was not constructed, and recreational and other facilities exist on this portion of the property. The developer also reserved the right to add additional land to the subdivision and by an amendment recorded in Official Records Book 5242, Page 1485, Public Records of Pinellas County, Florida, the developer submitted Phase II of Clearwater Cove to the terms and conditions of the Declaration.

Additionally, property which was known as Phase IV of Catalina Cove was subsequently submitted to the terms and conditions of the Declaration by an amendment to the Declaration recorded at Official Records Book 5421, Page 2129, Public Records of Pinellas County, Florida, but this property was later removed from the subdivision by an amendment recorded at Official Records Book 6667, Page 1431, Public Records of Pinellas County, Florida.

Therefore, the properties which were known as Phase I and Phase II of Clearwater Cove constitute the property which is subject to this Declaration, as modified as to Unit 6 in Phase I.

The developer submitted the property in this Declaration for the purposes of enhancing and protecting the value, attractiveness and desirability of the property, and declared that all the property which is subject to this Declaration shall be held, sold, used, and conveyed only in accordance with the covenants, conditions and restrictions contained herein, which are to constitute covenants running with the land, and these shall be binding upon all properties having any right, title or interest in said property or any part thereof, as well as their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

SECTION 1. “Association” shall mean and refer to CATALINA COVE NORTH HOMEOWNERS’ ASSOCIATION, INC., a Florida corporation, not for profit, its successors and assigns.

SECTION 2. “Owner(s)” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot or unit, as hereinafter defined, which

is part of the hereinafter-described subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 3. “Common Areas” as used herein shall mean any and all real property owned by the Association and any and all improvements constructed thereon, for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of conveyance of the first lot shall include the parcel described as follows:

Tracts A and B, as recorded on the plat of CLEARWATER COVE PHASE 1, according to Plat Blook 73, pages 14 and 15, of the public records of Pinellas County, Florida;

Additional parcels may be added to the Common Areas from time to time by the inclusion of other specifically described parcels of real property as provided for hereinafter.

SECTION 4. “Developer” shall mean and refer to CLEARWATER COVE, INC., a Florida Corporation.

SECTION 5. “Lot” shall mean and refer to any residential lot as shown on the recorded subdivision plat as referred to above with the exception of the Common Areas.

SECTION 6. “Unit” shall mean any individual residential structure located on a residential lot, of which more than one may form a continuous structure defined hereinafter as a Quadra-home.

SECTION 7. “Quadra-home” shall mean a residential structure comprised of multiple contiguous residential units.

SECTION 8. “Subdivision” shall mean and refer to the subdivided real property as described as CLEARWATER COVE PHASES I AND II, as having been submitted to the forms of this Declaration from time to time by the Developer.

SECTION 9. “Member” shall mean every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 10. “Maintenance” shall mean the exercise of reasonable care to keep the Common Areas, buildings, roads, landscaping and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear expected. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth; maintenance of landscaping shall also include, but not be limited to, repair and replacement of sidewalks within lots and mailboxes.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. Owner's Easements of Enjoyment. Every Owner of a lot or unit shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to said lot or unit, subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas.
- B. The right of the Association to suspend:
 - (1) The voting rights of an Owner during such time that any regular assessment against any lot or unit remains unpaid for more than ninety (90) days; and
 - (2) The right of the Association to suspend the use rights of an Owner or tenant in regard to any common facilities for a reasonable period of time for any infraction by such Owner or Tenant of the restrictions contained in this Declaration, or the rules and regulations of the Association, subject to the right of such Owner or tenant to an opportunity for a hearing if they wish to contest a proposed suspension.
- C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of all the lot or unit owners entitled to vote agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Pinellas County, Florida, with the formalities necessary to the recordation of a deed.

SECTION 2. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent units and between each unit as it pertains to a common wall, not to exceed twelve (12) feet in height, and overhangs, not to exceed six (6) feet, and any portion or portions of the Common Areas, adjacent thereto, for any encroachment due and unwilful placement settling or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than six (6) feet as measured from any point on the common boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

SECTION 3. Other Easements.

- A. Ingress, Egress and Utilities. Easements for ingress and egress, and for the installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with ingress or egress with the installation and maintenance utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot, if any, and all improvements therein shall be continuously maintained by the Owner of such lot, subject to provisions herein relating to maintenance of lots by the Association, except for improvements for which a public authority or utility company is responsible.
- B. Dwelling Units – Structure. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way and such easements, reservations, and rights of way shall at all times be open and accessible to the public and quasi-public utility corporation, their employees and contractors, and shall also be open and accessible to Developer, its successor and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of entry are reserved.
- C. Non-Exclusive Easement for Use of the Seawall Cap. Every Owner of a Lot or Unit shall have a right and easement of use in the seawall cap that is adjacent to Lots 7-11.

SECTION 4. No Partition. There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or other person or entity acquiring any interest in the sub-division or any part thereof, seek judicial partition thereof.

ARTICLE III

Membership In Association: Voting Rights

SECTION 1. Membership. Any person or entity who is a record Owner of a fee or an undivided fee interest in any lot or unit which is subject to this Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any lot or unit which is subject to assessment by the Association.

SECTION 2. Voting Classes. The Association shall have one class of voting members, subject to the provisions of the Articles of Incorporation and the By-Laws of the Association.

SECTION 3. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-laws of the Association, as the same may be amended from time to time.

ARTICLE IV

Covenant for Maintenance Assessments

SECTION 1. Creation of Lien and Personal Obligation of Assessments.

- A. The Owners of each Lot owned within the property subject hereto, by acceptance of a deed thereto, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenant and agree to pay to the Association:
1. Regular assessments or charges; and
 2. Special assessments as determined by the Board of Directors of the Association, and as approved by the membership as provided herein.

Each of the forty (40) Lots within the subdivision shall be liable for a 1/40 share of all common expenses.

- B. Each of the aforementioned assessments shall be established and collected as hereinafter provided. The regular and special assessments, together with late fees not to exceed the maximum allowed by law from time to time, which is currently 5% of the installment due or \$25.00 per month, whichever is greater, and interest at the highest rate allowed by law, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall be a charge on the Lot assessed and shall be a continuing lien upon said Lot, such lien relating back to the date of recording of this amendment to the Declaration, provided that the lien will be inferior only to subsequent first mortgages. Each assessment, regular or special, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of record of the Lot on the date when the assessment became due and payable. No Owner may avoid, waive, or otherwise escape liability for payment of the regular or special assessments provided for herein by failure to use or enjoy the Common Areas for any reason whatsoever, or by abandonment of the Lot against which the assessment is made. The personal obligation for delinquent assessment shall not pass to the successors in title of the record Owner unless expressly assumed by such record Owner's transferee.

SECTION 2. Purpose of Assessments and Limit on Increases.

- A. The assessments levied by the Association shall be used exclusively to:

1. Promote the recreation, health, safety and welfare and common interests of the Members of the Association;
 2. Provide for the improvement, management, maintenance, repair, replacement, and insurance of the Common Areas and any improvements constructed thereon;
 3. Provide for exterior maintenance of the units as provided for in this Declaration and the other governing documents of Catalina Cove; and
 4. Provide for reserve accounts for either specific or general purposes.
- B. The Board of Directors of the Association is hereby empowered to prepare and adopt an annual budget to provide for operation of the community and carrying out the responsibilities of the Association, as well as other matters which the Board determined are appropriate for the safety, health and welfare of the owners and residents, and based thereon to determine the amount of the regular assessment from year to year or as often as may be required, subject to adjustment as provided herein, but in no event shall the regular assessment be readjusted more often than semi-annually. If the budget is increased by more than fifteen percent (15%) over the prior year's budget, excluding any charges for reserves, or insurance or utility costs over which the Board has no control, any such increase must be approved by a majority vote of those lot owners participating in the voting on such issue at a membership meeting, in person or by proxy.

SECTION 3. Special Assessments. In addition to the regular assessments authorized above, the Association, through its Board of Directors, may levy a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital improvement located or to be constructed within the Common Areas, including any fixtures and/or personal property relating thereto. Special assessments may also be adopted for funding unanticipated expenses of the Association. All special assessments other than those needed for emergency purposes, will require approval by a majority vote of the Owners participating in the voting at a meeting, in person or by proxy. Notwithstanding anything to the contrary contained in this Declaration, in the event of any maintenance, repair or replacement to the Common Areas caused by negligence or misuse by an Owner, his family, servants, agents, guests, invitees or lessees, the Association, through its Board of Directors, shall have the right to levy a special assessment against such Owner and his Lot for the cost of such maintenance, repair, or replacement.

SECTION 4. Subordination of the Lien to First Mortgages. The lien of the regular and special assessments provided for herein shall be subordinate to the lien of any First Mortgage encumbering a Lot. Should any such Mortgagee foreclose its mortgage against a Lot or obtain title to said Lot secured by such first mortgage by conveyance in lieu of foreclosure, said Mortgagee shall not be liable for any regular or special assessments made by the Association pertaining to

such Lot or changeable to the former Owner of such Lot which became due prior to acquisition of title by said Mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Thereafter, any such Mortgagee or its successors or assigns shall pay its pro rata share of the regular and special assessments as provided for herein. The sale or transfer of any Lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation for payment of regular and special assessments of the Owner who was the owner of record on the date such regular or special assessments became due and payable.

SECTION 5. Effect of Non-Payment of Assessments. Remedies of the Association. Regular assessments shall be due and payable in advance upon the first day of each month of each year, or as otherwise designated by the Board of Directors or the Association. Any regular or special assessment not received within fifteen (15) days from the due date may be assessed a late fee not to exceed the maximum allowed by law from time to time, which is currently 5% of the installment due or \$25.00 per month, whichever is greater. In addition, any assessment not received within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed by law. The association may, at its election, have and exercise any and all of the following remedies to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association.

- A. To file an action to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any foreclosure action, the Association shall be entitled to collect any rent coming due to the Unit Owner during the foreclosure, through a receiver or payment into the court registry.
- B. To file an action to obtain a money judgment for said assessments, late fees, interest, court costs, and reasonable attorneys' fees, without waiving any lien rights or rights of foreclosure of the Association.
- C. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas for any reason whatsoever, or by abandonment of his Lot.
- D. All payments on a delinquent account shall first be applied to late fees, interest, costs, and attorneys' fees incurred by the Association, before being applied to the principal amount due.

SECTION 6. Reserves. The Board will not be required to establish reserves in any budget that is adopted, but the Board may include reserves in any such budget in such a manner as determined appropriate to provide funds which will minimize future special assessments, or provide for contingency funds which may be needed by the Association. If any reserves are established for any specific purposes, the reserve accounts that are so established will be considered to be restricted to the use for such purposes, unless a majority of those members participating and voting at a membership meeting, in person or by proxy, approve the use of the reserve funds for other purposes.

SECTION 7. Individual Lot Charge. In addition to regular and special assessments, the Association may levy a charge against the Owner of any Lot or Unit for failure to fulfil any of the Owner's obligations under the documents governing the Association. Any Individual Lot Charge, together with late fees, and interest at the highest rate allowed by law, and costs of collection thereof, including, but not limited to reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon said Lot, such lien relating back to the date of recording of this amendment to the Declaration. Each Individual Lot Charge, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of record of the Lot on the date the charge became due and payable.

ARTICLE V – Maintenance of Lots and Common Areas

SECTION 1. Common Area and Lot Maintenance by Association.

A. It shall be the obligation of the Association to provide to provide for the following:

1. Maintenance of the Common Areas;

2. Maintenance of the Lots, including:

(a) Mowing, fertilizing, seeding and trimming all grass, trees, shrubbery or other foliage, with the level and extent of maintenance in the discretion of the Association, provided however, that such maintenance will not include the obligation to replace any trees, shrubbery, landscaping, or sod which dies or otherwise needs to be removed in the opinion of the Board of Directors of the Association as any such replacement shall be the responsibility of the individual Lot Owner, upon approval of the Board of Directors;

(b) Repairing and replacing the sidewalks and mailboxes on the Lots;

(c) Maintaining, repairing, and replacing the steps that connect the sidewalks with the concrete seawall cap that is adjacent to Lots 7-11;

(d) Maintaining, repairing, and replacing the perimeter fencing/walls;

(e) Repainting the exterior surfaces of the quadra-homes, at such times as determined by the Board of Directors; and

(f) Provided that the Owners of Lot 7, Unit 1; Lot 7 Unit 4; Lot 8, Unit 1; Lot 8, Unit 2 & 2A; Lot 8, Unit 4; Lot 9, Unit 1; Lot 9,

Unit 3 & 3A; Lot 9, Unit 4; Lot 10, Unit 1; Lot 10, Unit 4; Lot 11, Unit 1; and Lot 11, Unit 4 approve this amendment, repairing and performing annual maintenance on the first four (4) inches in depth of concrete seawall cap that is adjacent to Lots 7-11. Said annual maintenance shall entail chemical sealing of the concrete seawall cap only.

- B. The costs for the services set forth in Subsection A(1) and Subsections A(2)(a)-(e) above will be part of the budget of the Association and all unit owners will share in these costs. Provided that the Owners of Lot 7, Unit 1; Lot 7 Unit 4; Lot 8, Unit 1; Lot 8, Unit 2 & 2A; Lot 8, Unit 4; Lot 9, Unit 1; Lot 9, Unit 3 & 3A; Lot 9, Unit 4; Lot 10, Unit 1; Lot 10, Unit 4; Lot 11, Unit 1; and Lot 11, Unit 4 approve this amendment, the costs and services set forth in Subsection A(2)(f) above will be part of the budget of the Association and all unit owners will share in these costs. The Association is only obligated to perform the services outlined in Section A(3)(F) above. Any additional maintenance, repairs, or replacement of the seawall or seawall cap is the Owner's responsibility as outlined below in Section 2, Subsection C of this Article. No alteration by drilling, construction, or other means may be made to the surface of the concrete seawall cap without the Association's prior permission.
- C. The Association, in connection with its obligation for maintenance of certain improvements on the individual Lots and Units, will have the right to enter, with as little inconvenience to the Owners as reasonably possible, upon any Lot when necessary.

SECTION 2. Individual Maintenance Obligations of Unit Owners.

- A. It shall be the obligation of the Owners of the individual units comprising a quadra-home to be responsible for the cleaning, maintenance, and repair of any glass surfaces within the individual unit, and maintenance of any patio areas attached to or adjacent to the individual unit. Said patio areas shall be deemed to include, but not be limited to, the concrete slabs and the fencing around the patio area.
- B. Each individual unit Owner shall also be responsible for the maintenance, cleaning, and repair of any swimming pool, sauna, Jacuzzi, or other improvements constructed upon the individual unit, except for those improvements which are specifically made the responsibility of the Association in this article of the Declaration, or those items which are made the joint responsibility of all four Owners in the quadra-home as set forth below in Section 3 of this Article.
- C. Each individual unit Owner whose Lot includes a portion of the seawall is responsible for maintaining, repairing, and replacing the portion of the seawall and the concrete seawall cap located below 4" of the surface on that Owner's

Lot as outlined below in Subsection E, including all hardware and other components of the seawall and any sinkholes or other erosion or surface conditions on the Lot. In the event any Owner fails to perform necessary maintenance, repairs, and replacement within a timely manner, the Association will provide written notice to the Owner informing the Owner of the maintenance, repair, or replacement that needs to be performed. If the Owner fails to perform the maintenance, repair, or replacement outlined in the Association's notice within thirty days from the date of the notice, the Association may perform the maintenance, repair, or replacement and the Owner shall be responsible for the cost of any such maintenance, repairs, and replacement, which the Association may levy as an Individual Lot Charge.

- D. The Association will be allowed the right to repair or replace any condition that it deems to be considered an emergency and that would result in the harm to a homeowner or his property after notification of the homeowner. The Association will levy an Individual Lot Charge against the Owner for any such emergency repair and replacement.
- E. The following chart outlines the square linear footage of the seawall and concrete seawall cap that are part of each Lot:

Parcel Number	Address	Seawall Footage
19-30-15-16444-000-0074	9342 Tradewinds Ave.	13.6
19-30-15-16444-000-0071	9346 Tradewinds Ave.	31.5
19-30-15-16444-000-0084	9382 Tradewinds Ave.	42
19-30-15-16444-000-0082	9384 Tradewinds Ave.	10
19-30-15-16444-000-0081	9386 Tradewinds Ave.	32
19-30-15-16444-000-0093	9410 Tradewinds Ave.	10
19-30-15-16444-000-0094	9412 Tradewinds Ave.	32.1
19-30-15-16444-000-0091	9416 Tradewinds Ave.	42.1
19-30-15-16444-000-0104	9442 Tradewinds Ave.	32.1
19-30-15-16444-000-0101	9446 Tradewinds Ave.	40
19-30-15-16444-000-0114	9472 Tradewinds Ave.	47.9
19-30-15-16444-000-0111	9476 Tradewinds Ave.	22.7

SECTION 3. Joint Maintenance Responsibilities of Units in Quadra-Homes.

- A. Except as otherwise provided herein above, it shall be the joint responsibility of the four unit Owners in each quadra-home to provide for the exterior maintenance of the structure containing all four units. The joint exterior maintenance responsibilities of the four unit Owners shall include, but not be limited to, the following: repair, cleaning, maintenance, and replacement of the common contiguous roofs, as well as the gutters, downspouts, and exterior building surfaces.

- B. In the event any Owner fails to perform necessary joint maintenance, repairs, and replacement within a timely manner, the Association will provide written notice to the Owner informing the Owner of the maintenance, repair, or replacement that needs to be performed. If the Owner fails to perform the maintenance, repair, or replacement outlined in the Association's notice within thirty days from the date of the notice, the Association may perform the maintenance, repair, or replacement and the Owner shall be responsible for the cost of any such maintenance, repairs, and replacement, which the Association may levy as an Individual Lot Charge.
- C. The exterior building surfaces for which there is joint maintenance responsibility shall include the exterior walls, up to the point of the framing for the individual units. The individual unit Owners will be responsible for repairs and replacement of all improvements from the framing inward, including drywall, interior walls, all wall, ceiling and floor coverings, and all appliances, fixtures, and other equipment or personal property serving only that individual unit.
- D. The individual unit Owners will also be responsible for maintaining, repairing, and replacing the doors and framing of the doors which serve their individual units provided that any replacement door is to be identical to the one being replaced, and any modifications to the doors must be approved by the Architectural Committee of the Association or the Board of Directors in writing. The exterior of the doors shall be painted by the Association after the doors are replaced.
- E. The payment of the costs of joint exterior maintenance of a quadra-home shall be the responsibility of all four unit Owners within the quadra-home, with such expenses to be equally divided by each of the four units. In the event that there is a dispute regarding the need for any particular maintenance, repair, or replacement, or the extent of the work which is required, the Board of Directors of the Association will have the authority to finally resolve such dispute. The Board of Directors may retain expert assistance as needed in order to determine any such issues.

ARTICLE VI

SECTION 1. The subdivision shall be occupied and used only as follows:

- A. Each unit shall be used as a residence for a single family and for no other purpose;
- B. Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which 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. Such businesses include, but are not limited to, home offices for professionals such as accountants, real estate agents, attorneys, or other persons who deal primarily in services and whose clients do not visit or make use of the premises and which is conducted primarily through telephonic and electronic media.

- C. No noxious or offensive activity or nuisance shall be carried on, in or about any lot, unit or Common Areas;
- D. No sign of any kind shall be displayed to public view on a lot, unit, or in the Common Areas without the prior written consent of the Association, except customary name and address signs and, save and except on behalf of the Developer, so long as Developer shall offer for sale any lots or units within the subdivision, lawn signs of not more than five (5) square feet in size advertising a lot or unit for sale or rent. After such time as Developer shall have sold the last remaining lot or unit held by Developer for sale or rent within the subdivision, the display of signs shall be governed by the Association as its members through the Association's By-laws shall permit;
- E. Nothing shall be done or kept on a lot or unit or on or about the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his lot or unit or on the Common Areas which would result in the cancellation of insurance on any residence or on any part of the Common Areas or which would be in violation of any law.
- F. The occupants of each Unit may have no more than two household pets, including dogs and/or cats (e.g. one dog and one cat, two cats, or two dogs) or other customary house pets, subject to such rules and regulations as may be adopted by the Association. No livestock, poultry, or exotic animals shall be permitted to be kept in any Unit. As to any pets which are acquired after the effective date of this amendment, the acquisition of such pets must be approved in writing by the Association. Any dogs must not exceed 50 pound in weight, and the Association will have the authority to disapprove any breeds of dogs which are found by the Board of Directors to be aggressive or vicious, including but not limited to Pit Bulls, German Shepherds, Dobermans, and Rottweilers. Additionally, owners will be required to have any pet on a leash whenever the pet is outside of the Unit, and will further be required to immediately pick up any solid waste materials deposited on the property by any pets. Any homes that have pets which are currently allowed at the time of the adoption of this restriction, and which exceed the limit of two dogs and/or cats, must register such pets with the Association within thirty (30) days from the adoption of this amendment. These pets will be grandfathered in and allowed to remain on the property, but may only be replaced in accordance with the restrictions in existence at the time that such pets die or are permanently removed from the property.

- G. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the Common Areas except in sanitary containers located in appropriate areas concealed from public view.
- H. No outbuilding, basement, tent, shack, garage, trailer, or temporary structure of any kind shall be permitted upon any lot or upon any of the Common Areas within the subdivision either temporarily or permanently. The Unit Owners will be permitted to erect a shed within the perimeter of their patio subject to specifications and approval set forth by the Board of Directors.
- I. No oil drilling or development operations or refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or Common Area, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained, or permitted on any lot or Common Area.
- J. All buildings and fences and concrete sidewalks placed on any part of the lots herein described shall be constructed thereon according to plans and specifications which have been approved by the Architectural Committee in writing.
- K. If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot or unit situated in said development or subdivision herein to prosecute any proceedings at law or in equity against the person or persons violating the same.
- L. All cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side lot of the lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as may be provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in the front of any dwelling.
- M. No individual well will be permitted on any lot or unit within this subdivision, except for irrigation. No septic tanks or cesspools will be permitted on any lot within this subdivision. The requirements of this paragraph will be enforced so long as the water and sewer systems presently operating within the subdivision are operating satisfactorily to all governmental entities having jurisdiction, and are available for use.
- N. No lot shall be used as a dumping ground for rubbish. All oil tanks, bottle gas tanks, soft water tanks and similar structures or installation shall be placed under the surface of the ground or in walled-in areas so as not to be visible from the street or objectionable to any adjacent unit, and shall be kept in a clean and sanitary condition.

- O. No swimming pools shall be installed on any of the lots in said subdivision. Portable spas may be installed with prior written Board approval.
- P. Easements for ingress and egress and the installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct ingress or egress or damage or interfere with the installation and maintenance of utilities.
- Q. No lot shall be subdivided, or boundaries changes, except with the written consent of the Association.
- R. Nothing shall be altered in, constructed on, or removed from the Common Areas except with the written consent of the Association.
- S. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the said subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the lots or units and the Common Areas.

SECTION 2. Development of Subdivision. Developer or the transferees of Developer may undertake the work of developing all lots or units included in the subdivision. The completion of that work and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. Until the developer shall have completed the development and sales of all lots or units to be constructed within the subdivision, Developer, Developer's transferees, or the employees, contractors or subcontractors of the Developer shall have the following rights with regard to the premises:

- A. Use of the Premises. The right to use, occupy, and demonstrate all portions of the premises for the purpose of promoting and aiding in the sale or rental of living units on or to be constructed by the Developer.
- B. Promotion. Display and erect signs, billboards, and placards to store, keep, exhibit, and distribute printed audio and visual promotional materials in and about the premises.
- C. Structures. Construct and maintain on any part or parts of the subdivision owned or controlled by Developer, Developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community and the disposition of lots or units by sale, lease or otherwise.

SECTION 3. (Intentionally Left Blank).

SECTION 4. Leasing:

A. All leases shall be subject to prior approval of the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board from time to time, not to exceed the amount allowed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. The Association's representative(s) may, in their discretion, conduct the interview over the telephone. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations, and other disclosures required by the Florida Statutes.

1. Reasons for potential disapproval may include:

- (a) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;
- (b) A history evidencing actions taken by the applicant which show a disregard for rules and regulations associated with community living;
- (c) Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or
- (d) Providing false or incomplete information in connection with an application.

2. As a condition of approval, the owner(s) and tenant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the condominium, shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary. If a Lease Addendum is not executed, the lease shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease

Addendum, or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current.

3. It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until the personal interview of the proposed lessee(s) has taken place, and within five (5) days following the interview, or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the unit owner of its decision.
 4. Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the unit owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.
- B. For new owners who purchase their units after the effective date of this amendment, they shall not be allowed to lease their units during the first year of their ownership, in order to encourage people to purchase for the purposes of occupying the property. Hardship exceptions may be permitted by the Board where circumstances come up after the time the unit is purchased, which prevent the owner from occupying the property.
- C. There will be a six-month minimum lease term for all leases executed after the effective date of this amendment, and a one-year maximum lease, with approval required for renewals based upon the tenant's compliance during the term of the lease. Any disapproval of a renewal will be based upon the tenant(s)' lack of compliance with the rules and restrictions in the community during the preceding term(s) of the lease. No application fee will be charged in connection with the approval of lease renewals.
- D. No residential unit shall be leased where the aggregate number of residential leases, approved and existing at time of application, exceeds four (4). Should the Association disapprove of a lease by reason of this provision, the unit owner(s) seeking approval of a lease shall be placed on a waiting list maintained by the Association, and offered the opportunity to lease their unit(s) in accordance with the following provisions:
- (1) The Association shall maintain a list of unit owners who wish to lease their unit(s), but have not been able to do so as a result of the limitations in this section. If at any time there is an owner on such list, and the number of

leased units falls below four (4), the Association shall not approve a residential lease within the community until such person, or persons, on the list are given a reasonable opportunity to lease their unit first, pursuant to this subsection and such other rules and policies adopted by the Association. Once a waiting list has been established, unit owners wishing to lease their units may voluntarily place their names on the list at any time by providing written documentation to the Association of their desire to be placed on the list. Names will be placed on the list in the order that notification and/or applications are received.

- (2) If a waiting list has been established due to the maximum number of leased units having been reached, and units become available since the maximum percentage of leased units has fallen below the maximum level at the time of receipt of notification of a desire to lease, and a proper lease application, and provided the proposed lease and lessee otherwise meets all other provisions of this Declaration and other applicable rules and policies regarding leasing, the Association shall approve of such lease by the owner(s) whose name(s) appear at the top of the list. If, however, there are more applications and/or owners desiring to lease their units than available units for lease given the percentage of permissible unit leases available, then the Association shall notify the owner(s), one by one, from the top of the list, as existing leases expire and the units become available for lease, whereupon the owners shall have a period of thirty (30) working days to provide a fully executed and complying lease agreement and application to the Association for approval. After passage of the thirty (30) day time period, if a proper application is not in the hands of the Association for approval, or if the proposed lease is otherwise not in compliance with the requirements of this Declaration, or if the proposed lease is not approved by the Association in accordance with its authority to disapprove of such a lease under these or other provisions within the Declaration, then the right of the unit owner so notified shall expire, their name(s) shall be placed at the end of the list (if they still desire to lease their unit), and the next unit owner on the list shall be notified of the opportunity to lease their unit. The same thirty (30) day time period shall apply to all unit owners so notified.

- E. Any individual staying overnight in a unit for more than thirty (30) days in any twelve (12) month period, regardless of whether consideration is being paid to the Owner for such occupancy, shall be deemed a tenant for purposes of this Article, and shall be subject to the approval requirements contained herein.

ARTICLE VII

Architectural Committee

SECTION 1. Appointment of Architectural Committee: The Board of Directors shall appoint a committee to be known as the Architectural Committee, which shall consist of three (3)

or more persons who shall serve on said committee at the pleasure of the board. One or more board members may be appointed to the Committee, and if the board determines that this is appropriate the board itself may undertake all of the functions and duties of the Committee.

SECTION 2. Purpose of Committee: In order to insure a uniformly high standard of quality in the subdivision and to enhance and protect the value, attractiveness, and desirability of the subdivision, no building, fence, mail repository, utility area, driveway, sidewalk or other structure shall be commenced, erected, installed, or maintained upon the property, nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved, in writing, as to the harmony or external design and location in relation to surrounding structures and topography by the Architectural Committee.

SECTION 3. Approval of Committee; How Evidenced: Whenever in this Article the approval of the Architectural Committee is required, such approval shall be in writing. In the event the Architectural Committee fails to approve or disapprove within forty-five (45) days after receipt of a written request to do so, and after submission of all reasonably necessary information requested by the Committee, approval shall be deemed to have been given and compliance with the terms of this Article conclusively presumed.

SECTION 4. Committee Guidelines:

- A. Construction of Improvements: No building, no fence, wall, utility area, driveway, sidewalk, or other structure or improvement, regardless of size or purpose, whether attached to or detached, shall be commenced, placed, erected, or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until plans and specifications covering same, showing the nature, kind and shape, height, size, materials, plans, exterior color scheme, location, and orientation of the lot and approximate square footage, construction schedule, front, side, or rear elevations and landscaping plans and/or such other information as the Committee shall require, including if so required, plans for the grading of the property showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the committee. All architectural, remodeling, and landscaping plans must be accompanied by its plans which show the location of dwellings on each side of the structure under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are suitable or desirable in its opinion, for any reason, including purely aesthetic reasons. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the applicant in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and grading and landscaping plans the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot where it is

proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with surrounding structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. The Committee shall be entitled, but not required, to stop any construction in progress which is in violation of these restrictions and any such exterior addition to or change or alteration made, without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's cost.

- B. Alterations, Additions, and Improvements of Residences: No Owner or Owners shall make any structural alteration, or shall undertake any exterior painting, remodeling or repair of, or addition to, his unit which would alter the exterior appearance thereof without the prior written approval of the plans and specifications thereof by the Committee. The Committee shall grant its approval only in the event that the proposed work will benefit and enhance the entire subdivision in a manner consistent with the plans of development thereof.

ARTICLE VIII

Antennas and Satellite Dishes

Television, radio and other types of antennae and aerials shall be prohibited from being placed on or outside any unit, quadra or building in the subdivision, provided, however, that any satellite dishes or antennas which are required to be permitted by federal law or other governmental regulations will be allowed provided that these are to be placed in a location which is as inconspicuous as possible while still permitting the Owner to receive an acceptable signal. The Association may adopt reasonable rules and requirements regarding the placement of satellite dishes and antennas, provide that such rules are consistent with applicable law.

ARTICLE IX

Vehicles and Parking Restrictions

Vehicles which are permitted to be parked at the property are only to be parked by the Owner of a unit, his tenants, guests, and invitees, within those specific parking areas designated by the Association for parking purposed. The Board of Directors of the Association shall have the authority to make any final determination as to where vehicles are permitted to be parked.

The following categories of vehicles and related equipment are hereby prohibited from being parked anywhere within Catalina Cove, except as specifically allowed herein or as permitted in any rules and regulations to be adopted by the Board which are not in conflict with this section of the Declaration. Any prohibited items may be towed or removed from the property by the Association after notice to the Owner of such items and the failure to comply, in accordance with procedures to be adopted by the Board.

- (a) Boats and other watercraft;
- (b) Trailers;
- (c) Campers, motor homes, and recreational vehicles, provided that these vehicles may be temporarily parked at the property if a permit is obtained from the Board of Directors in advance, and such vehicles are parked in the location designated by the Board for a maximum period of 24 hours. The Board may adopt rules relating to the maximum number of times that any such vehicles are permitted to be parked at the property.
- (d) Commercial vehicles, which include any vehicles with signage or lettering which indicates a commercial purpose (except when such vehicle is present at the property during a service call, or during an occasional visit to see a friend or family member) provided that no overnight parking of such vehicles is permitted. Commercial vehicles shall also include trucks or other vehicles where any commercial equipment, inventory, or apparatus is visible on the exterior of the vehicle. This does not prohibit a storage box from being contained in the bed of a pickup truck or other similar vehicle, provided that items are not carried or stored in open view in any such bed or open area.
- (e) Any truck which is no larger than a pickup truck with one-ton carrying capacity will be permitted, but all larger trucks are prohibited.
- (f) No Owner or occupant of any unit shall repair or restore any vehicle on any portion of the property except for the emergency repairs, and then only to the extent necessary to enable the vehicle to be taken to a proper repair facility.
- (g) No inoperable vehicles are to be parked at the property, and all vehicles must also have current tags and registration.

ARTICLE X

Insurance and Reconstruction

SECTION 1. Insurance on Units. Each Owner of a Unit shall obtain insurance coverage upon his or her Unit. Such coverage shall include:

- A. Casualty Insurance – The Owners shall obtain fire and extended coverage casualty insurance so as to insure all of the improvements owned by them in the amount of the replacement cost value of such improvements, as determined by the Board of Directors from time to time, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions, but in the event of a loss the Owner shall be responsible for paying the entire deductible prior to any contribution from the Association or other Owners. Additionally, to the extent that the casualty insurance maintained by the individual Owners provides coverage for repairs or replacement to the roof or to other exterior items which are to be maintained by the Association, or jointly by the Owners of all four units in the quadra-home, any insurance proceeds recovered by the Owner for such items shall be made payable to the Association or to other Owners of the quadra-home on a pro rata basis, to be applied to the costs of such repairs. Regardless of whether the Association or the other unit Owners in the quadra-home are named as an additional insured, the Owners agree that they are third-party beneficiaries of their insurance policy to the extent that it covers items which the Association or the other Owners would generally be required to maintain, repair and/or replace.
- B. Liability – Comprehensive general liability insurance against claims of the public, members of the Association, or any third parties with respect to occurrences for which the Owners may have potential liability. The minimum limits of such liability coverage shall be \$100,000.00 per person and \$300,000.00 per occurrence.
- C. Other Insurance – The individual Owners may obtain such other insurance on their personal property or to cover any other exposures as they deem appropriate.

The Owners shall provide proof of insurance coverage upon request by the Association. If any Owner fails to provide proof of casualty insurance coverage after a request by the Association, the Owner will be in violation of these restrictions, and the Association may take such enforcement action as it deems appropriate, including placing insurance on the property and filing a lien against the Owner's Lot if the Owner fails to provide proof of insurance coverage after a final demand letter is sent to the Owner by both regular and certified mail, specifying a reasonable time for the Owner to Provide proof of insurance coverage and notifying the Owner that the Association may obtain coverage if the Owner fails or refuses to provide such proof.

SECTION 2. Owner's Obligation to Rebuild – If all or any portion of a unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its exterior appearance and condition as it existed immediately prior to the casualty. Reconstruction shall be undertaken as soon as possible, and in any event within six (6) months after damage occurs, and shall be completed within twelve (12) months after damage occurs, unless prevented by causes beyond the control of the Owner or the Owners. Owners must continuously and diligently proceed with all reconstruction efforts and related activities. Plans relating to repairs or reconstruction must be submitted to and approved by the Architectural Committee. If any upgrades are required by applicable building codes, this will be the responsibility of the unit Owner, and the

unit Owners should therefore consider obtaining insurance coverage which will provide proceeds to cover the cost of any such upgrades. In connection with damage to a common roof on a quadra-home, all unit Owners in such quadra-home shall apply for any available insurance proceeds, and shall contribute such insurance proceeds to the cost of any reconstruction of the roof. Any additional costs which are not covered by insurance proceeds shall be equally divided by the Owner in the quadra-home, except for any deductible which any Owner has on his or her insurance coverage. Any such deductible expenses shall be paid by the applicable unit Owner and not divided by all Owners in the quadra-home. These same principles shall apply in any case where more than just one individual unit is damaged or destroyed by fire or other casualty, in situations where the damage occurs to portions of the quadra-home which are to be jointly maintained by all four Owners.

SECTION 3. Actions Required While Repairs are Pending – Immediately following any casualty, the unit Owner will clear all debris, and otherwise take such measures as are deemed necessary to keep the unit in a safe and reasonably presentable condition until such time as the repairs and/or reconstruction are to be undertaken. If any Owner fails to take such action as directed by the Association, within a reasonable period of time to be specified by the Association, then the Association may proceed to clear the site or take such other steps as may be deemed necessary or appropriate, and the costs incurred by the Association will constitute a lien against the unit, collectible in the same manner as unpaid assessments.

ARTICLE XI

Party Walls

SECTION 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction within the contiguous units and placed on the dividing line between the units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

SECTION 2. Sharing Maintenance and Repair. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner whose unit adjoins the wall may restore it, and if the other Owners who shall use the wall shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions, including the right of the prevailing party to recover all costs and reasonable attorneys' fees incurred in connection with any such dispute.

SECTION 4. Waterproofing. Notwithstanding any other provision of this Article, an Owner, who, by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution to Run with the Land. The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, if the Owners who share the party wall are unable to resolve the dispute through negotiation, the Owners will be required to participate in non-binding mediation in order to try to resolve the dispute. If the Owners cannot agree upon a mediator, each Owner shall select one certified mediator to act as their representative, and these two mediators shall jointly select a neutral third mediator who is qualified to act as the mediator in connection with the dispute. If the dispute is still not able to be resolved following mediation, the parties may either agree to submit the dispute to binding arbitration, or alternatively, the parties will be required to resolve this through the courts. The prevailing party in any dispute will be entitled to recover all costs and reasonable attorneys' fees incurred.

ARTICLE XII

General Provisions

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- A. 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 tenant. A fine may be proposed 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. 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 revised 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 the fine becomes final and is not paid within such reasonable time period as may be established by the Board, the Association will be

entitled to recover all costs and attorneys' fees in connection with the adoption and collection of the fine.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date that the original Declaration was recorded, and by this amendment the effectiveness of the Declaration shall be extended for an additional twenty-five years from that date, and shall then be automatically renewed for additional ten (10) year periods thereafter unless an instrument has been signed by seventy-five percent (75%) of the Lot Owners at any time agreeing to terminate the effectiveness of the Declaration and all covenants and restrictions contained therein, with such instrument and a Certificate confirming that the required signatures have been obtained, being recorded in the Public Records of Pinellas County, Florida.

SECTION 4. Amendments. Subject to the limitations set forth hereinafter, this Declaration may be amended during the twenty-five (25) year period following the recording of the original Declaration, and any extensions of the Declaration provided for in amendment to the original Declaration, by a vote of fifty-one percent (51%) or more of all the Lot Owners at a meeting of the membership, in person or by proxy. An amendment may be proposed by either the Board of Directors or a petition signed by at least twenty-five percent (25%) of the Lot Owners, provided that any amendment provided by Lot Owners is subject to editing as to form and legality by legal counsel for the Association. A copy of any proposed amendments, along with a notice of the membership meeting, and a proxy form for voting, will be mailed or hand delivered to the owners of each Lot, at the last address shown in the records of the Association, at least thirty (30) days prior to the date of the scheduled meeting. If any amendment is approved by the membership, a Certificate of Amendment will be signed by the President or Vice President of the Association, with two witnesses and a notary, and recorded in the Public Records of Pinellas County, Florida. A copy of any amendment will also be provided to the Lot Owners.

Notwithstanding the foregoing, or any provisions to the contrary herein or any provisions to the contrary in the Association Articles of Incorporation or By-Laws, no amendment shall be made to this Declaration, save and except amendments made by the Developer annexing additional lands provided for in Article XIII herein, or the Association Articles of Incorporation or By-laws which would adversely affect the lien rights of any first mortgagee or change the voting rights of any Association member or further restrict the sale of units without the prior written consent of all parties who would be adversely affected by such amendment.

Any amendment to this Declaration must be recorded upon the Public Records of Pinellas County, Florida with the formalities herein, has hereunto set its hand and seal this 16 day of July, 1979.

SECTION 5. Ratification of Prior Amendments. The prior amendments to this Declaration and the Bylaws of Catalina Cove Homeowners Association, Inc., which were approved by the Lot

Owners and recorded at the following books and pages of the official records of Pinellas County, are hereby ratified and re-adopted, except to the extent that they are inconsistent with any of the other amendments adopted by the Lot Owners at the same time as this amendment:

- (1) Amendments contained in the Certificate of Amendment dated September 24, 1985 and recorded at Official Records Book 6081, Page 1548;
- (2) Amendments contained in the Certificate of Amendment dated May 20, 1986 and recorded at Official Records Book 6232, Page 867;
- (3) Amendments contained in the Certificate of Amendment dated October 29, 1987 and recorded at Official Records Book 6678, Page 0956;
- (4) Amendments contained in the Certificate of Amendment dated December 15, 1987 and recorded at Official Records Book 6667, Page 1431;
- (5) Amendments contained in the Certificate of Amendment dated October 18, 1988 and recorded at Official Records Book 6862, Page 0525;
- (6) Resolution Amending Bylaws and Amendments contained in the Certificate of Amendment dated September 4, 1990 and recorded at Official Records Book 8433, Page 734;
- (7) Amendments contained in the Certificate of Amendment dated August 17, 1995 and recorded at Official Records Book 9276, Page 127;
- (8) Amendments contained in the Certificate of Amendment dated September 23, 1996 and recorded at Official Records Book 6330, Page 300;
- (9) Amendment to Bylaws and Amended and Restated Bylaws attached to the Certificate of Filing dated December 31, 1997 and recorded at Official Records Book 9954, Page 2112;
- (10) Amendment to Declaration attached to the Certificate of Filing dated May 19, 1999 and recorded at Official Records Book 10528, Page 1190; and
- (11) Amendment to Declaration attached to the Certificate of Filing dated October 27, 2003 and recorded at Official Records Book 13301, Page 293.

END OF RESTATED DECLARATION