

Original CCR

Pinellas County, Florida
CLERA CIRCUIT COURT

MAY 2 1 44 PM '79

This Instrument prepared by:
RETURN TO: Philip J. Chanfrau, Jr., Esq.
Post Office Box 3156
Daytona Beach, Florida 32018

79071076

O.R. 4848 PAGE 1054

DECLARATION OF COVENANTS, RESTRICTIONS,
AND EASEMENTS FOR CLEARWATER COVE

CLEARWATER COVE, INC., a Florida corporation, (herein-
after called the "Developer"), being now the owner of all the real
property hereinafter described, hereby makes the following
Declaration of Covenants, Restrictions and Easements:

1. (a) PROPERTY AFFECTED: The real property covered
and affected by these covenants and restrictions and easements is
located in Pinellas County, Florida, and is described as follows:

That part of East 1/2 of NW 1/4 of Section 19, Township 30 South,
Range 15 East, Pinellas County, Florida; and that part of Lot 41,
HARBOR VIEW NO. 9, as shown by plat thereof recorded in Plat Book 6,
Page 19, Pinellas County Records; and that part of the un-named
Right-of-Way lying adjacent to the North boundary line of said Lot
41, as shown by said plat; and lands lying West of said Lot 41 and
said un-named Right-of-Way, between South boundary line of said Lot
41 and North boundary line of Government Lot 2 of said Section 19,
extended Westerly to the Bulkhead line as established by the Water
and Navigation Control Authority of Pinellas County; LYING WITHIN the
following Metes and Bounds description;

From the center of said Section 19; run thence North 88° 47' 03" West,
682.2 feet to the West Right-of-Way line of Commodore Drive for a
Point of Beginning; thence along said West Right-of-Way line by the
following two courses; a curve concave to the Southeast, Radius 511.11
feet, Arc 89.42 feet, Chord South 4° 49' 43" West, 89.30 feet; thence
South 0° 11' 00" East, 185.87 feet to the South boundary line of said
Lot 41; thence North 88° 47' 03" West, along said South boundary line
and the Westerly extension thereof, 1072.87 feet to the Bulkhead line
as established by the Water and Navigation Control Authority of Pinellas
County; thence North 13° 11' 14" West, 283.99 feet to the Westerly ex-
tension of the South boundary line of Government Lot 1 of said Section
19; thence South 88° 47' 03" East 488.79 feet to the Southwest corner
of the East 1/2 of NW 1/4 of said Section 19, the same being the South-
east corner of Government Lot 1 of said Section 19; thence North 0° 10'
50" West, along the West line of the East 1/2 of NW 1/4 of said Section
19, 476.78 feet; thence South 89° 13' 52" East, 283.32 feet; thence by
a curve to the right, Radius 459.68 feet, Arc 175.02 feet, Chord South
78° 19' 17" East, 173.97 feet to the most Westerly corner of Lot 3,
Block "Q", Yacht Club Estates, Unit 5, as recorded in Plat Book 59,
Page 50, Pinellas County records; thence South 32° 36' 39" West, 81.51
feet; thence by a curve concave to the South, Radius 379.68 feet, Arc
80.60 feet, Chord South 63° 28' 15" East, 80.45 feet; thence South 57°
23' 21" East, 295 feet to the West Right-of-Way line of Commodore
Drive; thence by a curve concave to the Southeast, Radius 511.11 feet,
Arc 203.12 feet, Chord South 21° 13' 32" West, 201.79 feet to the
Point of Beginning.

(b) DEFINITIONS: The following words and phrases when
used herein shall have the following meaning:

1. "Developer" shall mean Clearwater Cove, Inc.,
a Florida corporation, its designee, corporate successor, or assigns.

40 Rec 55.00
41 St _____
42 Sur _____
43 Tol _____
Tot 55.00

2. "Association" means the Clearwater Cove Homeowners Association, Inc., a Florida not-for-profit corporation, its designees, successors, or assigns, whose corporate charter was filed in the Office of the Secretary of the State of Florida.

3. "Common Areas" means that certain real property lying within the plat of Clearwater Cove Subdivision except, however, the numbered lots.

4. "Dwelling Unit" shall mean a residential unit intended as an abode for one family.

5. "Owner of Unit" shall mean and refer to the record owner (other than the Developer), whether one or more persons or entities, who has acquired fee simple title to any dwelling unit.

2. UNDERLYING CONSIDERATIONS: The following factors are among the considerations underlying this declaration:

a. The development is intended to be residential in character, consisting of dwelling units and attendant facilities, with any such attendant facilities being provided by the developer.

b. The dwelling units are intended to be developed as quadrahomes or Village Homes, with each dwelling unit being situated on an individual residential lot. Each quadrahome building will consist of four individual dwelling units, with each such dwelling unit sharing two common walls with adjoining dwelling units in the same quadrahome building. In order to minimize deterioration in the appearance of the residences and of the development as a whole and to minimize deterioration in the stability and other physical conditions of the quadrahome residences, in particular, this declaration of covenants, restrictions and easements provides for each owner of property in the development to fulfill certain obligations and responsibilities toward each other and to the developer and any hereafter described Homeowners Association.

c. For purposes of unified control, it is considered to be necessary that all Common Areas be owned, managed, and maintained by Clearwater Cove Homeowners Association, Inc., a Florida not-for profit corporation (hereinafter called the Association) for the

joint use and benefit of all its members and that all owners of property in the development be members of the Association.

d. It is considered to be necessary for the covenants, conditions, easements and restrictions set forth in this declaration to be construed as covenants running with the title to the land and with each and every parcel thereof and to be binding upon the undersigned and their successors and assigns for the mutual benefit of each owner of land in the development, for the orderly construction and maintenance of the development and for the general health, safety and welfare of the general public as a whole.

3. GENERAL COVENANTS AND RESTRICTIONS:

a. Permitted Use. The individual residential lots, and each and every one of them, shall be used only for single-family residential purposes. No businesses, professions, or any other type of commercial activity shall be carried on upon any residential lot or in any dwelling unit. No structure other than one single-family dwelling unit shall be erected, altered, placed or permitted to remain on any such lot.

b. Off-Street Parking. No motor vehicles other than private passenger types with a current license tag and inspection certificate shall be parked or stored on the real property described herein and shall be parked and stored only in the paved parking areas provided in the development. Further, all non-emergency automotive repair or maintenance work is prohibited.

c. Utility Lines. All electrical service, telephone and other utility lines shall be placed underground. No outside utility lines shall be placed overhead.

d. Water Meters. It is recognized that water meters may be placed on the individually numbered lots and/or on property owned by the Homeowners Association, and the duly authorized water meter readers of Pinellas County (or the appropriate governmental authority) and its successors and assigns, shall have authority to enter onto such property when necessary

solely for the purpose of reading or maintenance of such matters.

e. Lot Maintenance.

(1) No lot shall be used in whole or in part for the storage of rubbish or trash of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear unclean or untidy or that will be obnoxious to the eye; nor shall any substance, thing, material or animal be kept or used upon any lot that will emit foul or noxious odors or that will cause any noise, light, or vibration that will or might disturb the peace, quiet, comfort or serenity of the occupants of neighboring properties.

(2) No clothes drying shall be permitted except in those areas, if any, so provided for.

(3) All yards of lots shall be grassed and shall be properly maintained and kept free of weeds overgrown or underbrush.

(4) All garbage and trash containers and all gas tanks or metal or plastic receptacles must be placed so as to render the contents thereof hidden from view from adjoining lots or from any common areas or road right-of-way; nothing herein shall prohibit the placement of garbage or trash containers at designated pickup locations on trash collection days.

(5) In order to preserve and maintain property drainage, no changes in elevation of any lot shall be made without the prior written approval of the association or the developer.

f. Temporary buildings. No structure of a temporary character, including, without limitation, mobile homes, trailers, tents, shacks, garages or other outbuildings, shall be placed or erected on any lot at any time, either temporarily or permanently, except temporarily for construction purposes, and then only when specifically approved by the developer or the association.

g Signs. No signs of any kind shall be displayed to the public view on any lot except a name and address sign of not

more than one square foot and one sign of not more than five square feet in size advertising the property for sale or for rent. Nothing herein shall be construed to prevent the developer or the Association from erecting, placing or maintaining such signs as may be deemed necessary by them for the operation of the development.

h. Antennae. Television, radio and other types of antennae and aerials shall be prohibited from being placed on or outside of any building in the development; provided, however, that the developer or the Association shall provide a master antennae system, for each quadrahome building running to all dwelling units, complete with cables, for the residents in the development and shall be permitted to erect and maintain one common television and radio signal receiving tower in connection therewith for each quadrahome building. Said towers shall be maintained by the Association and the cost of such maintenance, as determined by the Board of Directors of the Association, shall be included in the general assessments provided for in paragraph six (6) of this Declaration. Each unit owner shall have the right to be connected to said antennae system so long as his assessment use payments are not in default, and the Association shall have the right to disconnect any unit as to which such payments are in default.

i. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other common household pets may be kept, provided that there be not more than two such pets in the aggregate on any lot, that they are not kept, bred or maintained for any commercial purpose, and that each such pet is kept on a leash and under the control of its owner or its owner's agent, whether or not on its owner's lot.

j. Occupancy. No dwelling erected on any lot shall be occupied in any manner ^{prior} to the time its construction has been fully completed and it has been made to comply with the approved

plans for its construction, with the requirements herein, and with all other covenants, conditions and restrictions herein set forth. The construction of each building shall be completed within six months from the start thereof, provided that the developer or the Association may extend such time when in its opinion conditions warrant such extension.

k. Approval of plans. All building plans for any building or structure to be erected upon any lot, and any changes after approval thereof, and any remodeling, reconstruction, alteration, or addition to any building or other structure upon any lot shall require the written approval of the Association, or its designee, which approval may be withheld at the Association's discretion. Before beginning the construction of any building or any remodeling, reconstruction, or alteration of such building upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the Association two complete sets of building plans and specifications for the building or other structure desired to be erected, constructed or modified. No structure of any kind, the plans, elevations and specifications of which have not received the written approval of the Association, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by both written endorsement thereon and a separate certificate of such approval, and the certificate together with one copy of the approved plans and specifications shall be delivered to the owner or owners of the lot upon which the prospective building or other structure is contemplated prior to the beginning of such construction. The certificate of approval may be executed by any officer of the Association. No changes shall be made without the prior written consent of the Association. Neither the developer nor the homeowners' association shall be responsible for any structural defects in such plans or specifications. Such approval shall not constitute approval by the appropriate govern-

mental authority. The developer shall be exempt from the requirements of this paragraph.

1. Division of lots. No lot shall be subdivided or otherwise physically partitioned.

m. No fence, wall or hedge shall be placed on any lot without the prior written approval of the Association or Developer.

4. OWNERSHIP AND ENJOYMENT OF OPEN SPACES AND AMENITIES

a. All common areas shall be owned by the Association.

b. Every lot owner shall have an easement of enjoyment in and to such common areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

i. The rights of the homeowners association to convey such utility easements as it considers necessary for the benefit of the residents of the development, provided such easements do no unduly interfere with the residents' use and enjoyment of the open spaces and amenities.

ii. All provisions, covenants, and restrictions set forth in this declaration of covenants and restrictions and the articles and by-laws of the homeowners association.

iii. All rules and regulations adopted by the homeowners association governing the use and enjoyment of the open spaces and amenities.

iv. All restrictions shown on any recorded plats or deeds of the development.

c. Perpetual easements for access, ingress, and egress and for the installation, construction, maintenance and repair or utility services and any transmission or distribution of communication or other like services are hereby established and reserved for the use and benefit of all owners of the lots in Clearwater Cove, over, under and upon the common areas and lots. Anything elsewhere herein to the contrary notwithstanding, each unit

owner shall be responsible in exercising the easement rights above reserved to use due care to avoid damage or injury to the improvements and landscaping upon the subservient lot, and shall be responsible to repair immediately and without cost or expense to the owner of the subservient lot any damage to the improvements or landscaping on the subservient lot which may result from the exercise of the easement rights granted herein. In the event that any owner in the exercise of such easement rights shall fail to fulfill the obligations imposed by this paragraph, such unit owner shall be liable and responsible for all costs incurred in the enforcement of the obligations in favor of the subservient lot, including reasonable attorneys' fees.

5. HOMEOWNERS ASSOCIATION

All common areas, amenities and community services of every kind and nature required or desired within the development shall be managed and maintained by the homeowners association referred to above, which shall be known as Clearwater Cove Homeowners' Association, Inc. a Florida non-profit corporation (the Association). The essential characteristics of the Association shall include the following:

a. Administration. The affairs of the association shall be administered in accordance with its articles of incorporation, its by-laws, and any and all rules and regulations adopted by the Association in accordance with its articles of incorporation and by-laws.

b. Membership. Each record owner of the fee simple title to a lot or dwelling unit in the development, which interest is evidenced by recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be a member of the Association as of the time of such recordation, and shall be bound by the Articles of Incorporation, by-laws, and all actions taken by the Association. Each such membership shall

automatically terminate upon recordation of an instrument conveying such interest to another person, persons, or entity. Such membership shall be mandatory. Where any one lot or dwelling unit is owned by more than one person, firm, individual or corporation, or other legal entity, the composite title holder shall be and constitute one membership. Any person, firm, individual, or corporation, or other legal entity, owning more than one lot shall have a vote for each lot owned. In no event shall more than one vote be cast with respect to any one lot or dwelling unit no matter how many parties own a portion thereof.

c. Duties. The Association shall provide for the administration management, maintenance and repair of all common areas and amenities make reasonable uniform rules and regulations for the use of same, establish and assess fees and charges to be paid by the members of the Association for the purpose of paying the expenses of such management and maintenance, enforce the payment of such fees and charges in any manner authorized by its articles of incorporation and by-laws, including, without limitation, the imposition of liens upon individual lots, and perform such other duties as are required of it pursuant to its articles of incorporation and by-laws.

6. ASSESSMENTS

a. Purpose of assessments. The general assessment levied by the Association shall be exclusively for the purpose of maintaining the common areas and amenities and including the cost of such maintenance, any required real estate taxes and assessments, insurance, labor, equipment, materials, management and supervision. Special assessments may be levied only for such purposes as are contemplated by this declaration of covenants, restrictions and easements.

b. Amounts of payment of assessments. The amounts of the assessments shall be established annually by the Board of Directors of the Association in accordance with the by-laws and

rules of the Association. All assessments shall be paid at such times and in such installments as are determined by such Board of Directors, except as provided for herein. Assessment shall be applicable to all lots regardless of whether the lot is developed or not. Except as provided in paragraph 6(e).

c. Evidence of payment. The Association shall upon request at any time furnish to any fee owner liable for payment of any assessments a certificate in writing, which may be signed by any officer of the Association, setting forth the status of payment of same. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

d. Joint and several liability. The owner or owners of any lot or dwelling unit, in the development shall be personally liable, jointly and severally, to the Association for the payment of:

i. All assessments, regular or special, which may be levied by the Association against such owner and his lot;

ii. Compound interest at the rate of ten (10%) percent per annum from the due date on any delinquent assessment or installment; and

iii. All costs of collecting such assessments or any installments thereof, and of enforcing any lien hereinafter provided for, including all reasonable fees, including attorneys fees and those fees and costs spent in anticipation of litigation, whether suit be brought or not, and including such costs and fees incurred by the Association in any trial court and on any appeal.

e. No exemption. No owner of a lot or dwelling unit may exempt himself from liability for any assessment levied against such owner and his lot by waiver of the use or enjoyment of any of the open spaces and amenities, by abandonment of the lot, or in any other manner. However, no assessments shall be made or levied against any lot or dwelling unit owned by the Developer.

f. Creation of lien; enforcement. Recognizing that the necessity for providing proper operation and management

of the Common Area entails the continuing payment of costs and expenses therefore, which results in benefit to all of the owners of lots or dwelling units within the development and that the payment of such common expenses by means of the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each lot, the Association is irrevocably granted the right to impose a lien upon each lot, which lien shall secure payment of all assessments described herein. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 10% per annum on any such advances made for such purpose. The lien may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any lot expressly subject to such lien rights, and as existing lien of record, except as such lien is subordinated, as provided in sub-paragraph (1) of this section.

g. Status of lien. The lien herein granted to the Association shall be effective from and after the time the claim of lien is recorded in the public records of Pinellas County, Florida stating the description of the lot or lots encumbered thereby, the name of the record owner, the amount due, and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances, and interest thereon, all as

above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the lot owner.

h. Grantee liability. In any conveyance of a lot or dwelling unit except as expressly provided for herein, the grantee shall be jointly and severally liable with the grantor for all accrued and unpaid assessments relating to such lot as of the time of such conveyance without prejudice to the rights of the grantee to recover from the grantor such amounts as grantee may be required to pay.

i. Exemption of mortgagee. Any person, firm or corporation acquiring title to any lot by virtue of any foreclosure or judicial sale, shall be liable and obligated only for such assessments as shall accrue and become due and payable for said lot subsequent to the date of the acquisition of such title, and such person, firm or corporation shall acquire such title free and clear of the lien or any delinquent assessment. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

j. Election of remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will thereafter prevent it from seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to the Association.

k. Lots owned by developer. Assessments provided for herein shall not be levied or enforced against the developer or any lot owned by the developer for any period of time during which such lot has been owned by the developer.

1. Subordination of lien. Any lien herein created or granted shall be subordinate to all interest of the holder of any first mortgage securing a construction loan or permanent financing of the property affected by the covenants and restrictions.

7. COVENANTS AND RESTRICTIONS RELATING TO UNIT MAINTENANCE AND REPAIRS

a. Unit easement. Each lot or quadrahome dwelling unit owner shall have and hereby grants to the Association an easement for ingress and egress to his unit for the purpose of abating any emergency condition.

b. Maintenance within units. The owners of the dwelling units or lots shall be jointly and severally responsible for the simultaneous painting of the exterior walls and trim of the entire building. In all other respects, the interiors and exteriors of units shall be maintained and repaired by the record owner of each unit. The exterior walls and trim of all buildings shall be painted simultaneously and in the same color to help preserve the aesthetic quality of the buildings.

c. Insurance. Each unit owner shall maintain in full force and effect a policy of insurance against loss by fire, with extended coverage, including vandalism and fire legal liability coverage, in an amount equal to the maximum insurable value of the replacement value of his unit. Each such policy shall name the holder of any mortgage on the unit covered by the policy as an additional loss payee as the interest of such mortgagee may appear. Unless prohibited by law, the Association also shall be named as an additional loss payee on each such policy as its interest may appear. Each such policy shall provide for at least ten (10) days advance notice to the mortgagee, if any, and to the Association of the lapse or termination of such insurance. The Association shall maintain a policy of public liability insurance with respect to all property owned by the Association providing minimum coverage of \$1,000,000.00.

d. Pest control. Each unit owner shall maintain

in full force and effect a pest control contract and bond and shall otherwise be responsible for the control of termites and other wood boring insects with respect to his unit.

e. Party walls.

i. All party walls in a unit shall be maintained in a good state of repair at the expense of the unit owners. Unit owners sharing common party walls shall be jointly and severally liable and responsible for maintenance of party walls.

ii. No owner of a unit shall permit or suffer any act or condition to be done or to remain which will interfere with the stability of the party walls in his unit.

iii. Each unit owner shall be entitled to the benefit of a cross-easement for the support of the roof by the party wall and shall do nothing to interfere with said easement. Likewise, each unit owner shall be entitled to an easement for encroachment by the party wall on and over the property of the adjoining unit owner. In the event of partial or total destruction of a party wall, it shall be relocated so as to rest on the common property line dividing each quadrahome unit and construction shall commence within ninety (90) days after payment of insurance proceeds and be completed no later than six (6) months from commencement of construction. If owner fails to do so then Association may award a contract for the re-construction of said home as agent for the owner and any costs or expenses incurred in so doing shall be secured by a lien on the dwelling unit in favor of the Association.

8. MODIFICATION OF RESTRICTIONS. The Developer, as long as it is fee owner of fifty (50%) percent or more of the lands affected by these restrictions shall have the right to alter, amend, repeal or modify these restrictions with the written consent of all first mortgage holders so long as such right is exercised in a reasonable manner so as not to destroy the general scheme or plan of development. When the Developer no longer owns fifty (50%) percent or more of the lands, the Association shall acquire the rights of

modification as herein described.

9. NOTICES. Any notice required to be given to any lot owner or Association member under the provisions of this declaration shall be deemed to have been properly given when mailed postpaid to the address of such person as shown on the instrument of conveyance by which such owner or member obtained title to his lot, or dwelling unit, unless the Association has been requested in writing to send such notices to a different address, in which event such different address shall be used.

10. DURATION OF RESTRICTIONS. All of the foregoing covenants, conditions and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in the development, regardless of how he acquired title, until the commencement of the calendar year 2010, on which date these covenants, conditions and restrictions shall terminate and thereafter be of no further legal or equitable effect with respect to the property of any owner thereof; provided, however, that these covenants, conditions and restrictions shall be automatically extended for a period of ten years, and thereafter for successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in the development shall be written instrument duly recorded declare a termination of the same. Each covenant, condition and restriction herein contained shall run with the land and shall be binding upon all parties and all persons claiming under them for the period of their duration.

11. ENFORCEMENT. Enforcement of these restrictions shall be by action against any person or persons violating or attempting to violate any of them, either to restrain the violation or to recover damages. The prevailing party shall be entitled to recover, in addition to costs and disbursements otherwise allowed by law, all costs in anticipation of trial or in pursuing enforcement, his reasonable attorney's fees in the trial court and

on appeal. No delay or omission on the part of the owners of other lots in the development in exercising any rights, powers, or remedies herein provided, in the event of any breach of the covenants, conditions or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. In the event a lot owner fails to maintain his property in the manner described herein, the Developer or the Association shall have the right to mail a thirty (30) day written notice by certified or registered mail to the property address or the last known address of the lot owner, advising the lot owner of the failure to comply with the provisions of the covenants and restrictions. Failure of the lot owner to correct the violation(s) within thirty (30) days of mailing of said notice shall give the Developer, or the Association the right, but not the obligation to enter upon the premises to correct the violation and such entry shall not be deemed a trespass. The Developer or the Association shall have the further right to assess the lot owner for the full cost of any services performed by the Developer or Association. The failure either by the Developer or Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12. EASEMENTS. The Developer hereby reserves unto itself, its successors or assigns, easements for installation, construction, reconstruction, maintenance, operation and inspection of any and all services and utilities, including but not limited to cable televisions, sidewalks, drainage and for an installation of electric, gas and telephone facilities to serve any lot.

13. SEVERABILITY. In the event that any one or more of the foregoing covenants, conditions, or restrictions shall be adjudged for any reason, by a court of competent jurisdiction, to be null and void such judgment shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so adjudged to be void, but all of the remain-

ing covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect. In the event this declaration is declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of Florida relating to the duration of such restrictions.

14. BINDING EFFECT. This declaration of covenants, and restrictions shall run with and bind the land and each and every portion thereof, and shall inure to the benefit of, be binding upon, and be enforceable by the developer, the Association, and the owner of any land subject to this declaration, and their respective legal representatives, heirs, successors, and assigns.

15. TRANSFERABILITY OF DEVELOPER'S RIGHTS. All rights and privileges of the developer under this declaration shall be fully assignable and transferable. In the event of such assignment or transfer, the term "developer" as used herein shall be deemed to include such assignee or transferee.

16. EFFECTIVE DATE. This declaration shall become effective upon recordation of same in the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the undersigned, being the duly authorized officers of Clearwater Cove, Inc., have executed this Declaration this 19th day of Feb, 1979

Signed, sealed and delivered in the presence of:

CLEARWATER COVE, INC.

Hyman Branfman
Emogene W. Howard

By: *Charles Williams, Jr.*
CHARLES WILLIAMS, JR. President

Attest: *Hyman Branfman*
HYMAN BRANFMAN, Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me personally appeared, CHARLES WILLIAMS, JR. and

HYMAN BRANFMAN, to me well known and known to me to be the President and Secretary, respectively of Clearwater Cove, Inc., and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 19th day of Feb, 1979.

J. Mantafill
Notary Public, State of Florida
at Large
My Commission expires:
Notary Public, State of Florida
My Commission Expires Sept. 12, 1982
Listed by American Bar & County Council

UNOFFICIAL

1071

May 1980

13050

RE: 5027 Pkt 18

1865

CLEARANCE AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Declaration of Covenants, Conditions and Restrictions for Clearwater Cove recorded in the Official Records of Pinellas County, Florida, at O.R. Book 4901, at pages 1714 through 1749 inclusive are amended as follows:

1. Article IV, Section 5, paragraph B, subparagraph 2 at O.R. 4901 page 1727 Official Records of Pinellas County is hereby amended by adding after the word "provided" in the fourth line the following:

"for hereinafter, shall be divided"

so that Article IV, Section 5, paragraph B, subparagraph 2 reads as follows:

"2. Formula: In order to determine the pro rata share of each Owner, the estimated cost of the capital improvement as it relates to the annual budget required to be maintained as provided for hereinafter, shall be divided by the number of lots or units located within the subdivision. The result thereof shall constitute the individual Owner's liability for the special assessment, subject to readjustment as provided for hereinafter.

It is expressly understood that the Developer shall pay any and all amounts assessed to Developer as a lot or unit Owner in accordance with the formula set forth hereinabove for determination of each individual lot or unit Owner's Pro rata share of assessments."

Article IV at O.R. 4901, page 1743 Official Records of Pinellas County, Florida, is hereby deleted and the following Article IX inserted in its place:

ARTICLE IX PARKING RESTRICTIONS

- 1. Definitions: Vehicles as used in this Article means, including but not limited to, the following: automobiles, motorcycles, mopeds, trucks, campers, boats, boat trailers, recreational vehicles of any type or any other motor vehicle of any type, aircraft, aircraft trailers or trailers of any type or size.
2. The owner of a unit, his guest or guests, or invitees, shall park, store or keep any vehicle in the subdivision only within parking areas designated for said vehicle. The Developer shall designate parking areas initially prior to the conveyance of each lot to the Owner. After Developer's voting rights have become Class A voting rights pursuant to Article III of this Declaration of Covenants, Conditions and Restrictions, the Association shall designate parking areas.
3. No Owner of a unit shall repair or restore any vehicle on any portion of any lot or on the common areas except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a proper repair facility.

This 16 day of May 1980, the undersigned has hereunto set her hand and seal.

Signed, Sealed and Delivered in the Presence of: [Signature] Witness [Signature]

CHAMPION DEVELOPMENT, INC

By: [Signature] REBECCA A. DOYLE, President



STATE OF FLORIDA COUNTY OF PINELLAS

SEEN AND SUBSCRIBED before us, an officer duly authorized by the aforementioned State and aforesaid County, personally appeared REBECCA A. DOYLE to us well known and known to us to be the President of CHAMPION DEVELOPMENT, INC., and acknowledged to and before us that she executed said instrument for purposes therein expressed.

WITNESS my hand and official seal this 16 day of May 1980.

My commission expires:

[Signature] Notary Public, State of Florida at Large My Commission Expires Aug. 25, 1983

Seal

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF PINELLAS FLORIDA

INDEXED TO THE CHAMPION DEVELOPMENT, INC. RECORDS



November 1980

81141328

D.R. 5242 PAGE 1485

CLEARWATER COVE AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Declaration of Covenants, Conditions and Restrictions for Clearwater Cove recorded in the Official Records of Pinellas County, Florida, at D. R. Book 4901, Pages 1714 through 1749 inclusive are amended as follows.

Under the provisions of Article XIII of the above referenced Covenants, Conditions and Restrictions, the following property is hereby annexed so as to be covered by said Covenants, Conditions and Restrictions:

CLEARWATER COVE PHASE II as recorded in Plat Book 82, Page 74, Public Records of Pinellas County, Florida consisting of the following:

- Units 1, 2, 2A, 3, 3A and 4, Lot 7, CLEARWATER COVE PHASE II
- Units 1, 2, 2A, 3, 3A and 4, Lot 8, CLEARWATER COVE PHASE II
- Units 1, 2, 2A, 3, 3A and 4, Lot 9, CLEARWATER COVE PHASE II
- Units 1, 2, 2A, 3, 3A and 4, Lot 10, CLEARWATER COVE PHASE II
- Units 1, 2, 2A, 3, 3A and 4, Lot 11, CLEARWATER COVE PHASE II

This 21st day of November, 1980, the undersigned has hereunto set his hand and seal.

Signed, Sealed and Delivered
in the Presence of:

CHAMPION DEVELOPMENT, INC.

Arinda L. Rochelt
Witness

James J. Russell
Witness

By: Hyman Branfman
Hyman Branfman, President

24 24317147 74 BRCL. 025EB1
40 4.00
4.00 CK

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN AND SUBSCRIBED before me, an officer duly authorized by the aforesaid State and County, personally appeared HYMAN BRANFMAN, to me well known and known to me to be the President of CHAMPION DEVELOPMENT, INC., and he acknowledged to and before me that he executed said instrument for purposes therein expressed

WITNESS my hand and official seal this 21st day of November, 1980.

Arinda L. Rochelt
Notary Public

01 Cash 1 Chg
40 Rec 4.00
41 DS
43 Int
Tot 4.00
BA

PINE
Karlton S. ...
CLERK CIRCUIT COURT
SEP 2 5 03 PM '81

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires JUNE 20, 1981

May 1982

6.00 Record

CLEARWATER COVE AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OR 5421 PAGE 2129

82165198

The Declaration of Covenants, Conditions and Restrictions for Clearwater Cove recorded in the Official Records of Pinellas County, Florida, at 04 11 1981, Page 1714 through 1749 inclusive are amended as follows:

Under the provisions of Article XIII of the above referenced Covenants, Conditions and Restrictions, the following property is hereby annexed so as to be covered by said Covenants, Conditions and Restrictions:

CLEARWATER COVE PHASE IV as recorded in Plat Book 84, Page 54, Public Records of Pinellas County, Florida consisting of the following:

- Units 1, 2, 3 and 4, Lot 16, CLEARWATER COVE PHASE IV
- Units 1, 2, 3 and 4, Lot 17, CLEARWATER COVE PHASE IV
- Units 1, 2, 3 and 4, Lot 18, CLEARWATER COVE PHASE IV
- Units 1, 2, 3 and 4, Lot 19, CLEARWATER COVE PHASE IV
- Units 1, 2, 3 and 4, Lot 20, CLEARWATER COVE PHASE IV
- Units 1, 2, and 3 Lot 21, CLEARWATER COVE PHASE IV

PINELLAS COUNTY, FLORIDA
Kathleen F. DeBlaker
CLERK CIRCUIT COURT
JUL 29 11 26 AM '82

This 31 day of May, 1982, the undersigned has hereunto set his hand and seal.

Carl Wald
WITNESS as to Yvonne Jones

Yvonne Jones
WITNESS as to Yvonne Jones

Rebecca A. Doyle
WITNESS as to Rebecca A. Doyle

Rebecca A. Doyle
WITNESS as to Rebecca A. Doyle

BRANFMAN JONES DEVELOPMENT COMPANY, INC.
Successor to
CHAMPION DEVELOPMENT, INC.

BY: Yvonne Jones
Yvonne Jones, Vice President

(Corporate Seal)
ATTEST: Rebecca A. Doyle
Rebecca A. Doyle, Secretary

STATE OF NEW YORK FLORIDA
COUNTY OF PINELLAS

SWORN AND SUBSCRIBED before me, an officer duly authorized by the aforesaid State and County, personally appeared Yvonne Jones, to me well known and known to me to be the Vice President of Branfman Jones Development Company, Inc. and she acknowledged to and before me that she executed said instrument for purposes therein expressed.

WITNESS my hand and official seal this 31 day of May, 1982

Carl Wald
Notary

My Commission expires: Feb 18, 1984

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN AND SUBSCRIBED before me, an officer duly authorized by the aforesaid State and County, personally appeared Rebecca A. Doyle, to me well known and known to me to be the Secretary of Branfman Jones Development Company, Inc. and she acknowledged to and before me that she executed said instrument for purposes therein expressed.

WITNESS my hand and official seal this 28 day of October, 1982

Arundell Jay
Notary

My Commission expires:

HOLD FOR: IRI-CITY TITLE COMPANY
2254 East Bay Drive
Clearwater, Florida 33516

My Commission Expires Feb. 25, 1984

Prepared by: Gerri Gundle
Tri City Title Company
2254 East Bay Drive
Clearwater, Fla. 33516

(1 Cash) 11 Chg
40 Rec 5.00
41 DS
43 Int
Tot 5.00
BA

Sept 1985

85201952

O.R. 6081 PAGE 1548

CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

14 14748052 72 1. 263E05
98 49 00
TOTAL 49 00 CHK

THIS IS TO CERTIFY THAT:

1. The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove is recorded in O.R. Book 4901, pages 1714 through 1749, inclusive, Public Records of Pinellas County, Florida; amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5027, page 1865, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5242, page 1485, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5421, page 2129, Public Records of Pinellas County, Florida.
2. Exhibit "A" attached hereto is a First Resolution Amending Declaration of Covenants, Conditions and Restrictions of Clearwater Cove.
3. The resolution attached hereto as Exhibit "A" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove, being duly adopted by a vote of not less than fifty-one percent (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 1st day of July, 1985. The adoption of said resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.
4. Exhibit "B" attached hereto is a Resolution Amendment Articles of Incorporation of Catalina Cove Homeowners' Association, Inc.
5. The resolution attached hereto as Exhibit "B" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove and in the Articles of Incorporation of Catalina Cove Homeowners' Association, Inc., being duly adopted by a vote of not less than fifty-one percent (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 1st day of July, 1985. The adoption of said resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.
6. Exhibit "C" attached hereto is a Resolution Amending By-Laws of Catalina Cove Homeowners' Association, Inc.
7. The resolution attached hereto as Exhibit "C" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove and in the Articles of Incorporation of Catalina Cove Homeowners' Association, Inc., being duly adopted by a vote of not less than fifty-one percent (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 1st day of July, 1985. The adoption of said resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

Executed at Seminole, Pinellas County, Florida, this 24th day of September, 1985.

01 Cash 11 Cms
40 Rec 4900
41 DS
43 Int 4900
Tot 4900

Karl F. DeBlasio
Sep 25 4 52 PM '85

CATALINA COVE HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

This instrument was prepared by

RETURN TO: PETER T. HOESIRA

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared
R. W. Hollingsworth and Timothy P. Menton, as the President and Secretary,
respectively, of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., who, being
first duly sworn, state that they executed the foregoing for the purposes
expressed therein.

Sworn to before me this 14th day of September, 1985.

Walter P. ...
NOTARY PUBLIC, State of Florida
My Commission Expires
NOTARY PUBLIC, STATE OF FLORIDA
BY COMMISSION EXPIRES 09-24-1988
BONDED IN ADVANCE \$10,000.00

FIRST RESOLUTION AMENDING DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
CLEARWATER COVE

RESOLVED, that Article II, Section 1(C), which currently reads as follows:

"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, notwithstanding the provisions of Article III hereof, 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."

is hereby amended to read as follows:

"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."

RESOLVED, that the first sentence of Article III, Section 1, which currently reads as follows:

"SECTION 1. Membership. Every person or entity who is a record Owner of a fee or an undivided fee interest in any lot or unit which is subject by covenants of record to assessment by the Association shall be a member of the Association."

is hereby amended to read as follows:

"SECTION 1. Membership. Any person or entity which 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."

RESOLVED, that Article III, Section 2, which currently reads as follows:

SECTION 2. Voting Classes. The Association shall have two classes of voting members, as follows:

Class A. Class A members shall be all Owners of lots or units (save and except for Developer) who shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in any lot or unit, all such persons shall be members and shall enjoy full membership rights and privileges as set forth hereinafter. The vote for such lots or units shall be exercised as they, in the event more than one person holds an interest in any one lot or unit, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one lot or unit.

Class B. Class B members shall be the Developer (as defined hereinabove), who shall be entitled to one (1) vote for each lot or unit owned. The Class B membership shall cease and be converted to

Class A membership on the happening of either of the following events, whichever occurs first:

1. When the total votes outstanding in Class A membership equal seventy-five percent (75%) of the total votes outstanding; or
2. On January 1, 1985."

is hereby amended to read as follows:

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."

RESOLVED, that Article III, Section 3, which currently reads as follows:

SECTION 3. Developer Voting Rights. Notwithstanding the provisions contained hereinabove with regard to the conversion of Class B membership to Class A membership, it is specifically understood that:

(a) Until such time as the total votes outstanding in Class A membership equal seventy-five percent (75%) of the total votes outstanding in both classes, the Class B membership shall have the right of veto on all questions coming before the membership for a vote thereon;

(b) After such time as the total votes outstanding in Class A membership equal seventy-five percent (75%) of the total votes outstanding in both classes, or on January 1, 1985, whichever occurs first, Developer shall become a Class A member with regard to each lot or unit owned by Developer, notwithstanding the provisions to the contrary hereinabove, and Developer shall be entitled to vote only for each such lot or unit owned by Developer on all questions coming before the membership for a vote thereon."

is hereby deleted in its entirety.

RESOLVED, that Article III, Section 4, which currently reads as follows:

"SECTION 4. 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 CLEARWATER COVE NORTH HOMEOWNERS ASSOCIATION, INC., as the same may be amended from time to time, subject to the provisions set forth hereinabove relating to Developer voting rights."

is hereby amended to read as follows:

"SECTION 4. 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."

RESOLVED, that Article IV, Section 3, which currently reads as follows:

"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 defined as that period of time from the date of the Association's annual meeting as set forth in the By-Laws until the next, ensuing annual meeting one calendar year subsequent thereto, unless said date shall fall on a Saturday, Sunday, or legal holiday, in which event the next business day which is not a Saturday, Sunday or legal holiday shall be the date upon which the Association's annual meeting shall be held, a special assessment

applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Areas, including any fixtures and/or personal property relating thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of all of the lot or unit Owners who are voting in person or by proxy at a special meeting duly called for this purpose, notwithstanding the provisions of Article III hereof."

is hereby amended to read as follows:

"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 defined as that period of time from the date of the Association's annual meeting as set forth in the By-Laws until the next, ensuing annual meeting one calendar year subsequent thereto, unless said date shall fall on a Saturday, Sunday, or legal holiday, in which event the next business day which is not a Saturday, Sunday or legal holiday shall be the date upon which the Association's annual meeting shall be held, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Areas, including any fixtures and/or personal property relating thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the members entitled to vote either in person or by proxy at a special meeting duly called for this purpose."

RESOLVED, that the first paragraph of Article XIV, Section 4, which currently reads as follows:

"SECTION 4. Amendments. Subject to the limitations set forth hereinafter, this Declaration may be amended during the twenty-five (25) year period by an instrument signed by the Owners of fifty-one percent (51%) or more of all the lot or unit Owners, notwithstanding the provisions of Article III. Further, the Developer shall have the right, notwithstanding the above, until the first day of January, 1981, to amend this Declaration to clarify any ambiguities or conflicts herein, without the consent of the Association, Owner, or Mortgagee."

is hereby amended to read as follows:

"SECTION 4. Amendments. Subject to the limitations set forth hereinafter, this Declaration may be amended during the twenty-five (25) year period by the affirmative vote of fifty-one percent (51%) of the members entitled to vote, either in person or by proxy."

Dated this 22nd day of August, 1985.

CATALINA COVE HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
President
Attest: [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared R.W. Hollingsworth and Linda L. Stein, as the President and Secretary, respectively, of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., who, being

first duly sworn, state that they executed the foregoing for the purposes expressed therein.

Sworn to and subscribed before me this 31st day of August, 1985.

Martin A. ...
NOTARY PUBLIC, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. 08/31/85
BONDED THRU GENERAL ...

May 1986

Kathleen Dubler
CLERK OF THE CIRCUIT COURT
PINELLAS COUNTY, FLORIDA
MAY 11 11 34 PM '86

O.R. 6232 PAGE 867

86111042

CERTIFICATE OF AFFIDAVIT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

15 15793643 40 1. 22MA06
40 33.00
TOTAL 33.00 CHK

THIS IS TO CERTIFY THAT:

1. The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove is recorded in O.R. Book 4901, pages 1714 through 1749, inclusive, Public Records of Pinellas County, Florida; amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5027, page 1865, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5242, page 1485, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5421, page 2129, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 6081, page 1548, Public Records of Pinellas County, Florida.
2. Exhibit "A" attached hereto is a Resolution (Number One) Amending Declaration of Covenants, Conditions and Restrictions of Clearwater Cove.
3. The resolution attached hereto as Exhibit "A" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove, being duly adopted by a vote of not less than fifty-one percent (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 15th day of May, 1986. The adoption of said resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.
4. Exhibit "B" attached hereto is a Resolution (Number Two) Amending Declaration of Covenants, Conditions and Restrictions of Clearwater Cove.
5. The resolution attached hereto as Exhibit "B" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove, being duly adopted by a vote of not less than fifty-one percent (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 15th day of May, 1986. The adoption of said resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.
6. Exhibit "C" attached hereto is a Resolution (Number Three) Amending Declaration of Covenants, Conditions and Restrictions of Clearwater Cove.
7. The resolution attached hereto as Exhibit "C" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove, being duly adopted by a vote of not less than fifty-one percent (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 15th day of May, 1986. The adoption of said resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.
8. Exhibit "D" attached hereto is a Resolution Amending By-Laws of Catalina Cove Homeowners' Association, Inc.
9. The resolution attached hereto as Exhibit "D" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove and in the Articles of Incorporation of Catalina Cove Homeowners' Association, Inc., being duly adopted by a vote of not less than fifty-one percent (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 15th day of May, 1986. The adoption of said resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

Peter T. Hofstra
DeLoach & Hofstra, P.A.
8486 Seminole Blvd.
Seminole, FL 33542

THIS INSTRUMENT PREPARED BY:
RETURN TO:

01 Cash 11 Chg
40 Rec 33.00
41 DS -
43 Int
T: 33.00

Executed at Seminole, Pinellas County, Florida, this 10th day of May, 1986.

CATALINA COVE HOMEOWNERS' ASSOCIATION, INC.

By: R. W. Hollingsworth
President

Attest: Timothy P. Menton
Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared R. W. Hollingsworth and Timothy P. Menton, as the President and Secretary, respectively, of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., who, being first duly sworn, state that they executed the foregoing for the purposes expressed therein.

Marcus J. [Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 25, 1988
BOVCEO THRU GENERAL INV. AND STATE

RESOLUTION (NUMBER ONE) AMENDING DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

1. RESOLVED, that the last sentence of Article I, Section 10, which currently reads as follows:

"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."

is hereby amended to read as follows:

"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."

2. RESOLVED, that the first sentence of Subsection C of Section 2 of Article IV, which currently reads as follows:

"Provide for the exterior maintenance of the lots as described herein and as provided in Article V hereinafter."

is hereby amended to read as follows:

"Provide for the exterior maintenance of the lots, quadra-homes and/or units as described herein and as provided in Article V hereinafter."

3. RESOLVED, that Article V, Section 1, which currently reads as follows:

"Lot Maintenance. It shall be the obligation of the Association to provide in addition to maintenance of the Common Areas, maintenance of the individual lots which shall include but not be limited to the following: Mowing, fertilizing, seeding and trimming all grass, trees, shrubbery or other foliage upon the individual lots."

is hereby amended to read as follows:

"Lot Maintenance. It shall be the obligation of the Association to provide in addition to maintenance of the Common Areas, maintenance of the individual lots which shall include but not be limited to the following: Mowing, fertilizing, seeding and trimming all grass, trees, shrubbery or other foliage upon the individual lots; maintenance of landscaping shall also include, but not be limited to, repair and replacement of sidewalks within lots and mailboxes. Maintenance of the individual lots by the Association shall not include the following: repair and replacement of the patio areas adjacent to individual units. Said patio areas shall be deemed to include, but not be limited to, concrete slabs and the fencing surrounding said slabs."

4. RESOLVED, that the second sentence of the first paragraph of Article V, Section 2, which currently reads as follows:

"The actual costs of the lot maintenance service actually performed and attributable to an individual quadra-home or lot shall be separately set forth hereinabove, with regard to the annual assessment statement to be provided by the Association to each Owner."

is hereby deleted in its entirety, it being the intent hereof that the

Association provide for its maintenance obligations in its annual budget.

Dated this 11th day of May, 1986.

CATALINA COVE HOMEOWNERS ASSOCIATION, INC.

By: *[Signature]*
President

Attest: *[Signature]*
Secretary

1/cove-1res

RESOLUTION (NUMBER TWO) AMENDING DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

1. RESOLVED, that Section 3 of Article V, which currently reads as follows:

"Quadra-home Exterior Maintenance. It shall be the obligation of the Owners of the individual units comprising a quadra-home to provide for the exterior maintenance of the quadra-home of which their unit is a part. The exterior maintenance responsibilities of the unit Owners within a quadra-home shall include but not be limited to the following: paint, repair, replace, clean and care for roofs, gutters, downspouts, and exterior building surfaces. Decisions relating to the exterior maintenance of an individual quadra-home shall be made by majority vote of the Owners of all units within said quadra-home, subject to the provisions and restrictions contained herein relating to the Association's right to maintain or control the maintenance of the exterior of the quadra-homes."

is hereby amended to read as follows:

"Quadra-home Exterior Maintenance. It shall be the obligation of the Owners of the individual units comprising a quadra-home to provide for the exterior maintenance of the quadra-home of which their unit is a part. The exterior maintenance responsibilities of the unit Owners within a quadra-home shall include but not be limited to the following: repair, replace, clean and care for roofs, gutters, downspouts, and exterior building surfaces. Decisions relating to the exterior maintenance of an individual quadra-home shall be made by majority vote of the Owners of all units within said quadra-home, subject to the provisions and restrictions contained herein relating to the Association's right to maintain or control the maintenance of the exterior of the quadra-homes. Notwithstanding anything contained herein to the contrary, each individual unit Owner shall be responsible for the cleaning, maintenance, and repair of any glass surfaces within his unit and any patio areas attached to his unit. Said patio areas shall be deemed to include the concrete slabs of the patio area and the fencing surrounding said slabs. Notwithstanding anything contained herein to the contrary, each Unit Owner shall be responsible for the maintenance, cleaning, and repair of any swimming pool, suana, jacuzzi or similar improvements constructed upon his lot."

2. RESOLVED, that Article V, Section 4, which currently reads as follows:

"SECTION 4. Exterior Maintenance Costs. The costs of the maintenance of the exterior of each individual quadra-home, as set forth in SECTION 3 hereinabove, shall be the responsibility of unit Owners within said quadra-home and shall be shared equally by each unit which is a part of the quadra-home."

is hereby amended to read as follows:

"SECTION 4. Exterior Maintenance Costs.

(a) Individual Maintenance. The costs of the maintenance of the glass surfaces and patio areas, as set forth in Section 3 hereinabove, of a particular unit shall be the responsibility of the unit Owner affected. The costs of the maintenance of the pool, suana, jacuzzi or similar improvements constructed upon any lot within the project shall fall upon the unit Owner thereof.

(b) Joint Maintenance. The costs of the maintenance of the exterior of each individual quadra-home to be undertaken jointly by the unit Owners within a quadra-home, as set forth in Section 3 hereinabove, shall be the responsibility of unit Owners within said quadra-home and shall be shared equally by each unit which is a part of the

quadra-home.".

3. RESOLVED, that Article V, Section 5, which currently reads as follows:

"SECTION 5. Collection of Exterior Maintenance Costs. The payment of the costs of exterior maintenance of a quadra-home shall be the responsibility of the unit Owners within the quadra-home. In the event an Owner or Owners of a unit or units within a quadra-home fail to make payment of any amounts due for their portion of the exterior maintenance costs of the quadra-home, any other Owner of a unit within the quadra-home may appeal to the Association to collect the amount due for exterior maintenance of the quadra-home and the Association shall have the right to assess the unit Owner for such unpaid exterior maintenance costs. In the event the unit Owner fails to pay to the Association the assessment for exterior maintenance, such unpaid amounts shall be a charge on the land and shall be a continuing lien upon the proper against which the assessment is made, in accordance with the provisions set forth in Article IV, Section 1, hereinabove."

is hereby amended to read as follows:

"SECTION 5. Collection of Joint Exterior Maintenance Costs. The payment of the costs of joint exterior maintenance of a quadra-home shall be the responsibility of the unit Owners within the quadra-home. In the event an Owner or Owners of a unit or units within a quadra-home fail to make payment of any amounts due for their portion of the joint exterior maintenance costs of the quadra-home, any other Owner of a unit within the quadra-home may appeal to the Association to collect the amount due for joint exterior maintenance of the quadra-home and the Association shall have the right to assess the unit Owner for such unpaid joint exterior maintenance costs. In the event the unit Owner fails to pay to the Association the assessment for joint exterior maintenance, such unpaid amounts shall be a charge on the land and shall be a continuing lien upon the proper against which the assessment is made, in accordance with the provisions set forth in Article IV, Section 1, hereinabove."

4. RESOLVED, that the following be added as Article V, Section 7:

"Notwithstanding anything contained herein to the contrary, in addition to maintenance of the common areas and the lots, the Association shall be responsible for repainting the exterior surfaces of the buildings within the project. Said repainting to be performed by the Association shall be performed as and when necessary in order to keep the quadra-homes in a condition comparable to their original condition, normal wear and tear excepted."

5. RESOLVED, that the following be added as Article V, Section 8:

"At such time as the Association exercises its rights and responsibilities pursuant to Article V, Section 7, the cost incurred by the Association shall be divided equally between the Owners of units within the quadra-homes, and assessed against said Owners."

Dated this 20th day of May, 198

CATALINA COVE HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

MF#1/cove-rea

RESOLUTION (NUMBER THREE) AMENDING DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

RESOLVED, that in addition to the Association's Lot Maintenance responsibilities set forth in Article V, Section 1, the Association shall be responsible for maintaining, repairing, and replacing the steps which connect the sidewalks with the marina walkway; however, the Association shall not be responsible for maintaining, repairing, and replacing the marina walkway or any of the components of the marina itself.

Dated this 12th day of May, 1988.

CATALINA COVE HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

1/cove-2res

EXHIBIT "C"

Oct 1987

01 CASH	
40 Rec	6.00
41 DS	
48 Int	
4F Fee	
Total	6.00

87292904

OR6678PG0956

88030659

OR6629PG2354

CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

THIS IS TO CERTIFY THAT:

1. The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove is recorded in O.R. Book 4901, pages 1714 through 1749, inclusive; Public Records of Pinellas County, Florida, amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5027, page 1865, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5242, page 1485, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5421, page 2129, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6081, page 1548, and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6232, Page 867, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6330, page 301, Public Records of Pinellas County, Florida.

2. Exhibit "A" attached hereto is a Resolution Amending the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove as aforementioned.

3. The Resolution attached hereto as Exhibit "A" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove and in the Articles of Incorporation of Catalina Cove Homeowners' Association, Inc., same having been approved in writing by not less than fifty-one (51) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 29th day of October, 1987. The adoption of said Resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

Executed at Seminole, Pinellas County, Florida, this 27th day of OCTOBER 1987. 15-15960287 71 10F88 12.00 12.00 CHK

01 CASH	
40 Rec	42.00
41 DS	
43 Int	
4F Fee	
Total	42.00

CATALINA COVE HOMEOWNERS' ASSOCIATION, INC.

By: *Edward J. Jarotz* President
Attest: *Deirdre A. Brown* Secretary

STATE OF FLORIDA COUNTY OF PINELLAS

FEB 10 9 08 AM '88

15-15741413 40 1 25M87 12.40 6.00 18.40 CHK

BEFORE ME, the undersigned authority, personally appeared EDWARD J. JAROTZ and DEIRDRE A. BROWN, the President and Secretary, respectively, of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., who, being first duly sworn, state that they executed the foregoing for the purposes expressed therein.

SWORN TO AND SUBSCRIBED before me this 27th day of OCTOBER 1987.

This instrument was covered by
PETER T. HOFSTRA
of DeLoach & Hofstra, P.A.
2480 Seminole Boulevard
P. O. Box 3392
Seminole, FL 33542
TGS65/CAT-CERT

Notary Public - State of Florida
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES SEP. 28, 1990
BLOCKED FROM RECAL. 10/1/90

Hall American Title

These documents are hereby certified to be true and correct copies as they appear in the original records maintained by the State of Florida, and as they appear in the original records maintained by the original recording office.

OR 66-78 PG 0957

RESOLUTION DATED OCTOBER, 1987

The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove is hereby amended as follows:

1. BE IT HEREBY RESOLVED:

That the Board of Directors of Catalina Cove Homeowners' Association, Inc., shall have the power to enter into the Agreements attached hereto as Exhibit "A" and "B", which Agreements are incorporated herein by reference. Further, the President and Secretary shall have the power to execute said Agreements on behalf of the Board of Directors and the Association.

2. BE IT HEREBY FURTHER RESOLVED:

That all prior Amendments to the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove are hereby ratified, confirmed and approved in all respects, effective as of the dates said Amendments to the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove were recorded among the Public Records of Pinellas County.

3. BE IT HEREBY FURTHER RESOLVED:

That, except as modified or amended herein, all of the terms, provisions and conditions of the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove, as previously amended, are hereby ratified, confirmed and approved.

Dated this 29th day of October, 1987.

CATALINA COVE HOMEOWNERS' ASSOCIATION,
INC.

By Edward J. Jartoc (REAL)
Edward Jartoc, President

Attest: William A. Korman (REAL)
Secretary

Dec 1987

88016509

RETURN TO:
Allan B. Davis, Esq. /
Goldner, Reams, et al
P. O. Drawer 41600
St. Petersburg, FL
33743

CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

OR 6667PG1431

01 OASH
40 Rec 10.50
41 DS
42 Int
47 Fee
Total 10.50

THIS IS TO CERTIFY THAT:

1. The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove is recorded in O.R. Book 4901, pages 1714 through 1749, inclusive, Public Records of Pinellas County, Florida; amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5027, page 1865, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5242, page 1485, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5421, page 2129, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6081, page 1548; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6232, Page 867, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6330, Page 301, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6629, Page 2351 Public Records of Pinellas County, Florida. (Said document to be re-recorded)

2. Exhibit "A" attached hereto is a Resolution Amending the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove as aforementioned.

3. The Resolution attached hereto as Exhibit "A" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove and in the Articles of Incorporation of Catalina Cove Homeowners' Association, Inc., being duly adopted by a vote of not less than fifty-one (51) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 17th day of November, 1987. The adoption of said Resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

Executed at Seminole, Pinellas County, Florida, this 15 day of DECEMBER, 1987.

CATALINA COVE HOMEOWNERS' ASSOCIATION, INC.

By: [Signature] President

Attest: [Signature] Secretary

Jan 25 10 40 AM '88
Pinellas County Clerk

STATE OF FLORIDA)
COUNTY OF PINELLAS)

15-18955729 40 25JAB8
40 10.50
TOTAL 10.50 CHK

BEFORE ME, the undersigned authority, personally appeared [Signature] and [Signature], as the President and Secretary, respectively, of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., who, being first duly sworn, state that they executed the foregoing for the purposes expressed therein.

SWORN TO AND SUBSCRIBED before me this 15th day of December, 1987.

[Signature]
Notary Public - State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 28, 1990.
BOND OR THIS NOTARY PUBLIC UNDERWRITERS

TGS45/CAT-CERT1

OR 6667P6 1432

2

NOVEMBER, 1987, RESOLUTION AMENDING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CLEARWATER COVE

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Clearwater Cove, recorded in O.R. Book 4901, Pages 1714 through 1749, Public Records of Pinellas County, Florida, were first applicable to the property described in O.R. Book 4901, Pages 1748 through 1749, as shown by the Plat of Clearwater Cove, recorded in Plat Book 73, Pages 14 through 15, Public Records of Pinellas County, Florida;

WHEREAS, said Declaration of Covenants, Conditions, and Restrictions for Clearwater Cove was amended pursuant to that Amendment recorded in O.R. Book 5242, Page 1485, Public Records of Pinellas County, Florida, to subject the property described therein to the Declaration of Covenants, Conditions, and Restrictions of Clearwater Cove, as shown by the Plat of Clearwater Cove Phase II as recorded in Plat Book 82, Page 74, Public Records of Pinellas County, Florida;

WHEREAS, said Declaration of Covenants, Conditions, and Restrictions for Clearwater Cove was further amended pursuant to that Amendment recorded in O.R. Book 5421, Page 2129, Public Records of Pinellas County, Florida, to subject the property described in said Amendment to said Declaration of Covenants, Conditions, and Restrictions, as shown by the Plat of Clearwater Cove Phase IV as recorded in Plat Book 84, Page 54, Public Records of Pinellas County, Florida;

WHEREAS, the owners of the property constituting said Phase IV as described in O.R. Book 5421, Page 2129, Plat Book 84, Page 54, Public Records of Pinellas County, Florida, desire to be removed from said subdivision and to be relieved of the Covenants, Conditions, and Restrictions for Clearwater Cove as described above;

WHEREAS, the members of Catalina Cove Homeowners Association, Inc., consent to the removal of said Phase IV from said subdivision and said Covenants, Conditions, and Restrictions described above;

BE IT RESOLVED, that the property described in that Amendment to the Declaration of Covenants, Conditions, and Restrictions for Clearwater Cove, recorded at O.R. Book 5421, Page 2129, Public Records of Pinellas County, Florida, as shown by the Plat of Clearwater Cove Phase IV, recorded in Plat Book 84, Page 54, Public Records of Pinellas County, Florida, consisting of Clearwater Cove Phase IV, is hereby removed from the subdivision of Clearwater Cove and is hereinafter free from all of the terms of said Declaration of Covenants, Conditions, and Restrictions.

Dated this 17th day of NOVEMBER, 1987.

CATALINA COVE HOMEOWNERS ASSOCIATION, INC.

By: Paul J. [Signature] President

Attest: Deirdre A. Brown Secretary

TGS#5/CAT-AMEND

Exhibit "A"

Exhibit "B"
Maintenance Agreement
O.R. Book 6678, Page 962-964, Feb., 1988
(Amendment Number 8)

Exhibit "A"
Reciprocal Easement Agreement
O.R. Book 6678, Page 958-961, Feb., 1988
(Amendment Number 8)

LEGAL DESCRIPTION

(Lands Subject to Annexation)

That part of East 1/2 of NW 1/4 of Section 19, Township 30 South, Range 15 East, Pinellas County, Florida; and that part of Lot 41, HARBOR VIEW NO. 9, as shown by plat thereof recorded in Plat Book 6, Page 19, Pinellas County, Records; and that part of the UN-named right-of-way lying adjacent to the North boundary line of said Lot 41, as shown by said plat; and lands lying West of said Lot 41 and said UN-named right-of-way, between South boundary line of said Lot 41 and North boundary line of Government Lot 2 of said Section 19, extended Westerly to the Bulkhead line as established by the Water and Navigation Control Authority of Pinellas County; LYING WITHIN the following Metes and Bounds description:

From the center of said Section 19; run thence North $88^{\circ}04'03''$ West, 682.2 feet to the West right-of-way line of Commodore Drive for a Point of Beginning; thence along said West right-of-way line by the following two courses: a curve concave to the Southeast, Radius 511.11 feet, Arc 89.42 feet, Chord South $4^{\circ}09'43''$ West, 89.30 feet; thence South $0^{\circ}11'00''$ East, 185.87 feet to the South boundary line of said Lot 41; thence North $08^{\circ}47'03''$ West, along said South boundary line and the Westerly extension thereof, 1072.87 feet to the Bulkhead line as established by the Water and Navigation Control Authority of Pinellas County; thence North $13^{\circ}11'14''$ West 283.99 feet to the Westerly extension of the South boundary line of Government Lot 1 of said Section 19; thence South $88^{\circ}47'10.391$ East 488.79 feet to the Southwest corner of the East 1/2 of NW 1/4 of said Section 19, the same being the Southeast corner of Government Lot 1 of said Section 19; thence North $0^{\circ}10'50''$ West, along the West line of the East 1/2 of NW 1/4 of said Section 19, 476.78 feet; thence South $89^{\circ}13'52''$ East, 283.32 feet; thence by a curve to the right, Radius 459.68 feet, Arc 175.02 feet, Chord South $78^{\circ}01'11.799$ East, 173.97 feet to the most Westerly corner of Lot 3, Block 'IQI', Yacht Club Estates, Unit 5, as recorded in Plat Book 59, Page 50, Pinellas County records; thence South $32^{\circ}03'61.3911$ West, 81.51 feet; thence by a curve concave to the South, Radius 379.68 feet, Arc 80.60 feet, Chord South $63^{\circ}28'11.519$ East, 80.45 feet; thence South $57^{\circ}23'21''$ East, 295 feet to the west right-of-way line of Commodore Drive; thence by a curve concave to the Southeast, Radius 511.11 feet, Arc 203.12 feet, Chord South $21^{\circ}13'32''$ West, 201.79 feet to the Point of Beginning

Less the following described parcels:

- 1 Clearwater Cove Phase 1, a subdivision according to the plat thereof recorded in Plat Book 73, pages 14 and 15, Public Records of Pinellas County, Florida; and
- 2 A 100 foot wide strip of land for public use running Southeasterly connecting Hamlin Boulevard to Commodore Drive, and being a portion of the East 1/2 of the West 1/2 of Section 19, Township 30 South, Range 15 East, and of Lot 41 as shown on the plat of Harbor View No. 9, recorded in Plat Book 6, page 19, Pinellas County, Florida, said parcel being more particularly described as: Commencing at the center of Section 19, Township 30 South, Range 15 East, Pinellas County, Florida, run S $00^{\circ}10'50''$ E., 275.15 feet; thence N $88^{\circ}47'03''$ W., 690.00 feet to a Point of Beginning on the West right-of-way line of Commodore Drive; thence continue N $88^{\circ}47'10.391$ W., 55.02 feet; thence N $00^{\circ}10'50''$ W., 68.34 feet; thence 347.64 feet along the arc of a curve to the left, radius 360.00 feet, chord N. $27^{\circ}50'42''$ W., 334.29 feet;

EXHIBIT "A"

thence N $55^{\circ}30'13.4''$ U, 83.44 feet; thence 417.53 feet along the arc of a curve to the right, radius 460.00 feet, chord N $29^{\circ}30'24''$ W, 403.34 feet; thence S $89^{\circ}13'52''$ E, 100.36 feet; thence 319.28 feet along the arc of a curve concave to the Northeast, radius 360.00 feet, chord S $30^{\circ}06'07''$ E, 308.92 feet; thence S $55^{\circ}30'13.491''$ E, 83.44 feet; thence 250.95 feet along the arc of a curve to the right, radius 460.00 feet, chord S $39^{\circ}52'12.91''$ E, 247.85 feet to the West right-of-way line of Commodore Drive; thence 71.52 feet along the arc of a curve concave to the East, radius 511.11 feet, chord S $03^{\circ}04'42.9''$ W, 71.46 feet; thence S $00^{\circ}10'15.0''$ E, 186.00 feet to the Point of Beginning

Containing 1.9 acres, more or less

Oct 1988

88263203

OR 6862PG0525

OCT 25 9 55 AM '88

CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CATALINA COVE HOMEOWNERS ASSOCIATION, INC.

THIS IS TO CERTIFY THAT:

1. The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove is recorded in O.R. Book 4901, pages 1714 through 1749, inclusive, Public Records of Pinellas County, Florida; amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5027, page 1865, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5242, page 1485, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5421, page 2129, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6081, page 1548; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6232, Page 867; Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6330, page 301, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6667, page 1432, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6678, page 957, Public Records of Pinellas County, Florida.

2. Exhibit "A" attached hereto is a Resolution Amending the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove as aforementioned.

3. The Resolution attached hereto as Exhibit "A" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove and in the Articles of Incorporation of Catalina Cove Homeowners' Association, Inc., same having been approved in writing by not less than fifty-one (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 4th day of August, 1988. The adoption of said Resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

Executed at Seminole, Pinellas County, Florida, this 18th day of October, 1988.

RETURN TO DeLoach & Hofstra, P.A. 8488 Seminole Boulevard, P. O. Box 337 Seminole, FL

REC 10.50 DS DET YES LIT ETC

CATALINA COVE HOMEOWNERS' ASSOCIATION, INC. \$10.50 \$10.50 \$0.00

By: Edward J. Jarctz Attest: Anita M. Sellers



STATE OF FLORIDA) COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Edward J. Jarctz and Anita M. Sellers, as the President and Secretary, respectively, of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., who, being first duly sworn, state that they executed the foregoing for the purposes expressed therein.

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this 18th day of October, 1988.

Notary Public - State of Florida My Commission Expires:



RESOLUTION DATED AUGUST 4, 1988

WHEREAS, the Catalina Cove Homeowners Association, Inc., (Association) has discovered that a portion of the tennis court facilities owned by the Association encroaches onto real property owned by the Glades Development of Seminole, Inc., (Glades); and

WHEREAS, the Association has further discovered that said tennis court facilities cannot be relocated to remove said encroachment without substantial expenditures of monies by the Association; and

WHEREAS, Glades has indicated to the Board of Directors of the Association that it will allow said encroachment to exist provided it and its assignees, grantees, and successors are granted use rights in and to said tennis court facilities; and

WHEREAS, the members of the Association deem it to be in the best interest of the Association to enter into an agreement with Glades so as to allow said encroachment to continue to exist.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The Declaration of Covenants, Conditions, and Restrictions of Clearwater Cove is hereby amended as follows:

The Board of Directors of the Association, shall have the authority to negotiate and execute an Agreement with Glades, said Agreement to provide, among other things, the following:

- (a) An easement shall be granted by Glades to the Association allowing the encroachment of the tennis court facilities of the Association onto Glades' real property to continue to exist; and
- (b) The Association shall grant to Glades and its assignees, grantees, and successors the right to use the tennis court facilities owned by the Association, subject to the rules and regulations of the Association; and
- (c) Glades and its assignees, grantees, and successors shall bear a pro-rata share of all costs incurred by the Association with respect to the ownership and maintenance of the tennis court facilities owned by the Association.

2. Except as modified or amended herein, all of the terms, provisions, and conditions of the Declaration of Covenants, Conditions, and Restrictions of Clearwater Cove, as previously amended, are hereby ratified, confirmed and approved.

Dated this 18th day of October, 1988.

CATALINA COVE HOMEOWNERS' ASSOCIATION,
INC.

By: Edward Jartoz (SEAL)
Edward Jartoz, President

Attest: Quita M. Keller
Secretary

MED42/CAT:RES

CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

THIS IS TO CERTIFY THAT:

1. The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove is recorded in O.R. Book 4901, pages 1714 through 1749, inclusive, Public Records of Pinellas County, Florida; amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5027, page 1865, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5242, page 1485, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5421, page 2129, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6081, page 1548; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6232, page 867, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6330, page 301, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6862, page 526, Public Records of Pinellas County, Florida.

2. Exhibit "A" attached hereto is a Resolution Amending the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove as aforementioned.

3. The Resolution attached hereto as Exhibit "A" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove and in the Articles of Incorporation of Catalina Cove Homeowners' Association, Inc., same having been approved in writing by not less than fifty-one (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 29th day of August, 1990. The adoption of said Resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

Executed at Seminole, Pinellas County, Florida, this 23rd day
of September, 1991.

CATALINA COVE HOMEOWNERS'
ASSOCIATION, INC.

By: Edward J. Jarotz
EDWARD J. JAROTZ, President

Attest: June I. Marvin
JUNE I. MARVIN, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared
EDWARD J. JAROTZ and JUNE I. MARVIN, as the
President and Secretary, respectively, of CATALINA COVE HOMEOWNERS'
ASSOCIATION, INC., who, being first duly sworn, state that they
executed the foregoing for the purposes expressed therein.

SWORN TO AND SUBSCRIBED before me this 23rd day of
September, 1991.

Jewel Rheinsmith
JEWEL RHEINSMITH, Notary Public

My Commission Expires:

Notary Public State of Florida
My Commission Expires 10-1-1992
Bonded to the State of Florida

10-1-1991 11:58:25
CATALINA COVE
1 \$15.00
TOTAL: \$15.00
CHECK AMT. TENDERED: \$15.00
CHANGE:

1995

INST # 96-067720
MAR 13, 1996 4:30PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9276 PG 127

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CLEARWATER COVE**

THIS IS TO CERTIFY THAT:

APPROVED BY
REC 1500
ES _____
RT _____
FES _____
MTF _____
PC _____
REV _____
2011 1500
S

Prepared by:
NICHOLE WALSH, ATTORNEY
2722 N. E. COACHMAN RD-B
CLEARWATER, FL 34625

RETURN TO:

1. The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove is recorded in O.R. Book 4901, pages 1714 through 1749, inclusive, Public Records of Pinellas County, Florida; amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5027, page 1865, Public Records of Pinellas County, Florida, further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5242, page 1485, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5421, page 2129, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6081, page 1548; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6232, page 867, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6330, page 301, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 6862, page 526, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 8433, page 735, Public Records of Pinellas County, Florida.

2. Exhibit "A" attached hereto is a Resolution Amending the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove as aforementioned.

3. The Resolution attached hereto as Exhibit "A" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove and in the Articles of Incorporation of Catalina Cove Homeowners' Association, Inc., same having been approved in writing by not less than fifty-one (51) percent of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 13 day of October, 1993. The adoption of said Resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

Executed at Seminole, Pinellas County, Florida,
this 17th day of August, 1995.

CATALINA COVE HOMEOWNERS'
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally
appeared Edward J. Jarotz and June I. Marvin, as
the President and Secretary, respectively, of CATALINA
COVE HOMEOWNERS' ASSOCIATION, INC., who being first duly
sworn, state that they executed the foregoing for the
purposes expressed therein.

SWORN TO AND SUBSCRIBED before me this 17th day
of August, 1995.

[Signature]
Notary Public



40060553 SJM	02-13-1996	15:51:55
01 CTF-CLEARWATER COVE		
RECORDING	1	\$15.00
	TOTAL:	\$15.00
	CHECK AMT. TENDERED:	\$15.00
	CHANGE:	\$0.00

RESOLUTION AMENDING BY-LAWS
OF
CATALINA COVE HOMEOWNERS' ASSOCIATION, INC.

BE IT RESOLVED, that Section 1 of Article III of the By-Laws of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., which currently reads as follows:

"SECTION 1. Annual Meetings. The annual meeting of the members shall be held in the month of July of each year, on a day and at a time to be determined in advance by the Board of Directors. The first meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the members."

is hereby amended as of 10/13/93 to read as follows:

"SECTION 1. Annual Meetings. The annual meeting of the members shall be held in the month of November of each year, on a day and at a time to be determined in advance by the Board of Directors. The first meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the members."

BE IT RESOLVED as 10/13/93, that a new provision to Article VII of the By-Laws of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., shall read as follows:

"SECTION 2. I. Late Charges. A late fee of \$10.00 for assessments not paid by the 10th of the month shall become effective January 1, 1994 and thereafter."

CATALINA COVE HOMEOWNERS ASSOCIATION, INC.

By:



President Edward J. Jarotz

Attest:



Secretary June I. Marvin

Dated: August 17, 1995

Exhibit " A "

1996

86232474

O.R. 6330 PAGE 300

CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

14 14849402 72 1 020C84
40 9.00
TOTAL 9.00 CHK

THIS IS TO CERTIFY THAT:

1. The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove is recorded in O.R. Book 4901, pages 1714 through 1749, inclusive, Public Records of Pinellas County, Florida; amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5027, page 1865, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5242, page 1485, Public Records of Pinellas County, Florida; further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 5421, page 2129, Public Records of Pinellas County, Florida; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 6081, page 1548; and further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 6232, Page 867, Public Records of Pinellas County, Florida.
2. Exhibit "A" attached hereto is a Resolution Amending By-Laws of Catalina Cove Homeowners' Association, Inc.
3. The resolution attached hereto as Exhibit "A" has been approved in the manner as set forth in the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove and in the Articles of Incorporation of Catalina Cove Homeowners' Association, Inc., being duly adopted by a vote of not less than fifty-one percent (51%) of the Class A members of Catalina Cove Homeowners' Association, Inc., who are entitled to vote at a duly called special membership meeting of Catalina Cove Homeowners' Association, Inc., held on the 30th day of July, 1986. The adoption of said resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

Executed at Seminole, Pinellas County, Florida, this 28th day of September, 1986.

CATALINA COVE HOMEOWNERS' ASSOCIATION, INC.

By: Jane Mervin
President

Attest: Jayne M. Vaardua
Secretary

RECORDED & INDEXED
CLERK OF THE COUNTY CLERK
PINELLAS COUNTY, FLORIDA
OCT 7 6 21 PM '86

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared Jane Mervin and Jayne M. Vaardua as the President and Secretary, respectively, of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., who, being first duly sworn, state that they executed the foregoing for the purposes expressed therein.

Peter M. Hofstra
NOTARY PUBLIC, State of Florida
My Commission Expires

RETURN TO: This instrument was prepared by:
PETER M. HOFSTRA
of DeLoach & Hofstra, P.A.
8486 Seminole Boulevard
P. O. Box 3392
Seminole, FL 33542

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 25, 1990
BORNE THRU NOTARY PUBLIC UNDERWRITERS

1999

99-172665 MAY-25-1999 3:30pm
PINELLAS CO BK 10528 PG 1190

PAGES 19
ACCT
REC 8700
DR219
DS
INT
FEES 3700
MTF
P.C
REV
TOTAL 12400
SAL
CHG ALAT

This instrument prepared by
& RETURN TO:

Jonathan James Damonte
Jonathan James Damonte, Chartered
Attorneys at Law
12110 Seminole Blvd.
Largo, FL 33778

3C139366 05-25-1999 15:30:21 YMW
01 0000000000
CTF-CATALINA COVE HOMEOWNERS
RECORDING 019 PAGES 1 \$87.00
RECORD FEES 9 \$37.00
TOTAL: \$124.00
P CHECK AMT. TENDERED: \$124.00
CHANGE: \$0.00

Parcel ID #

**CERTIFICATE OF FILING
CORPORATE RESOLUTION AND AMENDMENTS TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CATALINA COVE HOMEOWNERS ASSOCIATION, INC.**

I, Karen Y. White, as Secretary of Catalina Cove Homeowners Association Inc., a Florida not-for-profit corporation (the "Association") do hereby certify that the attached is a true and correct copy of the Corporate Resolution and Amendments to the Declaration of Covenants, Conditions and Restrictions ("Declaration") of the Association, as adopted by the Board of Directors of the Association on the 17th day of March, 1999. The Declaration was originally recorded in O.R. Book 4901, Page 1714, and amended as recorded in: O.R. Book 5027, Page 1865; O.R. Book 5242, Page 1485; O.R. Book 5421, Page 2129; O.R. Book 6081, Page 1548; O.R. Book 6232, Page 0867; O.R. Book 6330, Page 0300; O.R. Book 6667, Page 1431; O.R. Book 6678, Page 0956; O.R. Book 6862, Page 0525; O.R. Book 9276, Page 0127, all of the Public Records of Pinellas County, Florida. In accordance with the provisions of Article XIV of the Declaration, the attached amendments were approved by not less than fifty-one percent (51%) of the Association's members by written instrument. Copies of the written instruments are attached hereto. I further certify that the Corporate Resolution and amendments to the Declaration as attached and approved have not been amended.

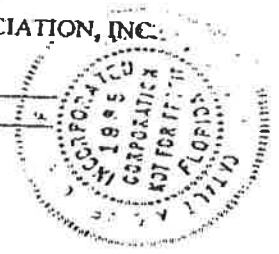
Dated this 19th day of May, 1999.

Documentary Stamp
E
Karen F. DeSoto
By _____ Deputy Clerk

CATALINA COVE HOMEOWNERS ASSOCIATION, INC.

Karen Y. White
Printed Name: Karen Y. White

as its Secretary



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19th day of May, 1999, by Karen Y. White, as Secretary, on behalf of CATALINA COVE HOMEOWNERS ASSOCIATION, INC., who is personally known to me, or has produced Florida Driver's License as identification.

Ruth Suzanne Smith
Printed Name: Ruth Suzanne Smith

Notary Public



Ruth Suzanne Smith
MY COMMISSION # CC751787 EXPIRES
July 17, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

CATALINA COVE HOMEOWNERS ASSOCIATION, INC.

RESOLUTION OF THE BOARD OF DIRECTORS

WHEREAS, the Board of Directors of the Catalina Cove Homeowners Association, Inc. (the "Association"), at a meeting duly called, noticed, and held on the 17th day of March, 1999, considered a proposal to amend the Article V, Section 7, of the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Catalina Cove (formerly Clearwater Cove); and

WHEREAS, the Declaration presently provides that each unit owner is responsible for the maintenance, repair and replacement of the roof over his or her unit; and

WHEREAS, it has come to the attention of the Board of Directors that the cedar shingle mansard roofs on all of the units in Catalina Cove need to be replaced; and

WHEREAS, the units in Catalina Cove are quadra-homes, comprised of four units sharing common internal walls and a common roof; and

WHEREAS, it has come to the attention of the Board of Directors that it is impractical for individual unit owners to repair and replace only a portion of a roof of a quadra-homes and it is not always practical or possible for all of the unit owners in a quadra-homes to jointly repair or replace the roof to their quadra-homes; and

WHEREAS, the Board of Directors believes it is in the best interests of the unit owners to provide for repair and replacement of the mansard roofs of all quadra-homes in Catalina Cove because the Association is the only entity that can obtain bids, secure the best overall price and quality for the work, assure that the work is completed and that the result will be an aesthetically pleasing and uniform, and provide a mechanism for securing payment for the work;

NOW THEREFORE, IT IS HEREBY RESOLVED that Article V, Section 7, of the Declaration be amended to read as follows:

Notwithstanding anything contained herein to the contrary, in addition to maintenance of the common areas and the lots, the Association shall be responsible for repainting the exterior surfaces of the buildings, and replacing the mansard roofs, within the project. Said repainting or re-roofing to be performed by the Association shall be performed as and when necessary in order to keep the quadra-homes in a condition comparable to their original condition, normal wear and tear excepted.

The Secretary of the Association is hereby directed to deliver to all unit owners a copy of this resolution and a written instrument for their approval and consent.

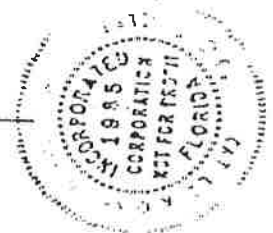
Approved:

Dated the 19 day of March, 1999.

Catalina Cove Homeowners Association, Inc.

By: Karen Y. White

Karen Y. White, as Secretary



AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CATALINA COVE

Article V, Section 7, of the Declaration of Covenants, Conditions and Restrictions of Catalina Cove (formerly Clearwater Cove), as recorded in O.R. Book 6238, page 872, Public Records of Pinellas County, Florida, which reads

Notwithstanding anything contained herein to the contrary, in addition to maintenance of the common areas and lots, the Association shall be responsible for repainting the exterior surface of the buildings within in the project. Said repainting to be performed by the Association shall be performed as and when necessary in order to keep the quadra-homes in a condition comparable to their original condition, normal wear and tear excepted.

is amended to read, in its entirety:

* Notwithstanding anything contained herein to the contrary, in addition to maintenance of the common areas and the lots, the Association shall be responsible for repainting the exterior surfaces of the buildings, and replacing the mansard roofs, within the project. Said repainting or re-roofing to be performed by the Association as and when necessary in order to keep the quadra-homes in a condition comparable to their original condition, normal wear and tear excepted.

2004

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004277397 07/09/2004 at 10:23 AM
OFF REC BK: 13694 PG: 1434-1444
DocType:CTF RECORDING: \$95.00

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

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CLEARWATER COVE**

This is to certify that the amendments to the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove, attached as Composite Exhibit "A" hereto, including amendments to Article XIV, Section 4; Article XIV, Section 3; Article I, Section 1; and a new Article XIV, Section 5, have been approved by written instruments signed by more than fifty-one percent (51%) of the lot owners, as required by the Declaration. The text of the amendments, and the written instruments signed by the lot owners, are attached hereto as Composite Exhibit "A" and are incorporated herein.

The original Declaration of Covenants, Conditions and Restrictions of Clearwater Cove was recorded at Official Records Book 4901, Page 1714, Public Records of Pinellas County, Florida.

In confirmation of the foregoing this Certificate of Amendment has been signed on behalf of the Board of Directors of Catalina Cove Homeowners' Association, Inc., which is the entity that operates and manages the Clearwater Cove subdivision.

IN WITNESS WHEREOF, CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 8th day of July, 2004.

CATALINA COVE HOMEOWNERS'
ASSOCIATION, INC.

By: Nicholas F. Kelso
Signature
Nicholas F Kelso President
Printed Name and Title

[Signature]
Signature of Witness #1

Michael J. Brudny
Printed Name of Witness #1

[Signature]
Signature of Witness #2

GLORIA J JOYAL
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 8th day of July, 2004, by NICHOLAS F. KELSO as PRESIDENT of CATALINA COVE HOMEOWNER'S ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as-
identification

[Signature]
Notary Public
GLORIA J JOYAL
Printed Name



Gloria J Joyal
MY COMMISSION # DD075708 EXPIRES
March 31, 2006
BONDED THROUGH TROY FAIR INSURANCE, INC.

PROPOSED AMENDMENTS TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE

The following are proposed amendments to the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove, originally recorded at Official Records Book 4901, Page 1714, Public Records of Pinellas County, Florida, and as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~,
Except When Proposed Amendment Involves Substantial Rewording)

Item No. 1: The first paragraph of Article XIV, Section 4 is hereby amended to read as follows:

ARTICLE XIV

General Provisions

* * *

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 amendments to the original Declaration, by a vote an instrument signed by the Owners of fifty-one percent (51%) or more of all the Lot or-unit 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 provisions of Article III. Further, the Developer shall have the right, notwithstanding the above, until the first day of January, 1981, to amend this Declaration to clarify any ambiguities or conflicts herein, without the consent of the Association, Owner, or Mortgagee.

* * *

Item No. 2: Article XIV, Section 3 is hereby amended to read as follows:

ARTICLE XIV

General Provisions

* * *

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 is recorded, and by this

Exhibit "A" to
Certificate of Amendment to Declaration

amendment the effectiveness of the Declaration shall be extended for an additional twenty-five (25) 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.

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

ARTICLE I

Definitions

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

Item No. 4: A new Section 5 is hereby added to Article XIV to read as follows:

ARTICLE XIV

General Provisions

* * *

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 PROPOSED AMENDMENTS

The undersigned Lot Owners approve of and adopt the four (4) proposed amendments to the Declaration of Covenants, Conditions and Restrictions set forth above, which amend Article XIV, Section 4; Article XIV, Section 3; Article I, Section 1; and Article XIV, Section 5.

1	Signature <u>Mary B Boyle</u> Printed Name <u>MARY B. BOYLE</u> Date <u>6-23-04</u> Lot & Unit Number <u>4-1 14499</u>	Signature <u>Theresa M. Palliccia</u> Printed Name <u>Theresa M. Palliccia</u> Date <u>6-23-04</u> Lot & Unit Number <u>5-2 14491</u>
2	Signature <u>J. H. Kelly</u> Printed Name <u>J. H. KELLY</u> Date <u>6/23-04</u> Lot & Unit Number <u>5-1 14489</u>	Signature <u>Jean Courtney</u> Printed Name <u>JEAN COURTNEY</u> Date <u>6-23-04</u> Lot & Unit Number <u>5-1 14489</u>
3	Signature <u>Margaret D. Chellberg</u> Printed Name <u>MARGARET D. CHELLBERG</u> Date <u>6-23-04</u> Lot & Unit Number <u>8-1 9386 Tradewinds AVE</u>	Signature <u>Anthony Bernardi</u> Printed Name <u>ANTHONY BERNARDI</u> Date <u>6/23/2004</u> Lot & Unit Number <u>9340 Tradewinds Ave 7-3</u>
3	Signature <u>Robert W. Chellberg</u> Printed Name <u>ROBERT W. CHELLBERG</u> Date <u>6-23-04</u> Lot & Unit Number <u>8-1 9386 TRADWINDS AVE</u>	Signature <u>Maureen Carroll</u> Printed Name <u>MAUREEN CARROLL</u> Date <u>6-23-04</u> Lot & Unit Number <u>14495 Catalina Circle 4-4</u>
4	Signature <u>Jane Kisluk</u> Printed Name <u>JANE KISLUK</u> Date <u>6/23-04</u> Lot & Unit Number <u>14499 4-2</u>	Signature <u>Barbara Tantillo</u> Printed Name <u>BARBARA TANTILLO</u> Date <u>06-23-04</u> Lot & Unit Number <u>14487 CATALINA CIRCLE 5-4</u>

(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 PROPOSED AMENDMENTS

The undersigned Lot Owners approve of and adopt the four (4) proposed amendments to the Declaration of Covenants, Conditions and Restrictions set forth above, which amend Article XIV, Section 4; Article XIV, Section 3; Article I, Section 1; and Article XIV, Section 5.

9
Signature J. E. J. Bannon
Printed Name J. E. J. BANNON
Date 6/23/04
Lot & Unit Number 10425 5-3

9
Signature W E Bannon
Printed Name W E BANNON
Date 6/23/04
Lot & Unit Number 10425 5-3

11
Signature Nick F Kelso
Printed Name NICK F KELSO
Date 6/23/04
Lot & Unit Number 4-3 14993

11
Signature Diana Kelso
Printed Name DIANA KELSO
Date 6/23/04
Lot & Unit Number 4-3

12
Signature Irma Romano
Printed Name IRMA ROMANO
Date 6-24-04
Lot & Unit Number 9472 11-4

12
Signature Elaine Catania
Printed Name ELAINE CATANIA
Date 6/24/04
Lot & Unit Number 10-1 9446

14
Signature Sharon Chorney
Printed Name SHARON CHORNEY
Date 6-24-04
Lot & Unit Number 9414 9-2

15
Signature Linda Bailey
Printed Name LINDA BAILEY
Date 6/24/04
Lot & Unit Number 14511 3-2

Signature _____
Printed Name _____
Date _____
Lot & Unit Number _____

Signature _____
Printed Name _____
Date _____
Lot & Unit Number _____

(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 PROPOSED AMENDMENTS

The undersigned Lot Owners approve of and adopt the four (4) proposed amendments to the Declaration of Covenants, Conditions and Restrictions set forth above, which amend Article XIV, Section 4; Article XIV, Section 3; Article I, Section 1; and Article XIV, Section 5.

10	10
Signature <u>Jennifer Hartman</u>	Signature <u>Richard A. Hartman</u>
Printed Name <u>Jennifer Hartman</u>	Printed Name <u>Richard A. Hartman</u>
Date <u>6/24/04</u>	Date <u>6/24/04</u>
Lot & Unit Number <u>10-3 unit 9440</u>	Lot & Unit Number <u>unit 9440 10-3</u>

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

(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;

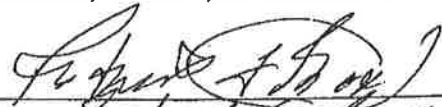
(9) Amendment to Bylaws and Amended and Restated Bylaws attached to the Certificate of Filing dated December 31, 1997 and recorded at Official Records Book 9954, Page 2112;

(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 PROPOSED AMENDMENTS

The undersigned Lot Owners approve of and adopt the four (4) proposed amendments to the Declaration of Covenants, Conditions and Restrictions set forth above, which amend Article XIV, Section 4; Article XIV, Section 3; Article I, Section 1; and Article XIV, Section 5.

Signature  Signature _____
Printed Name Robert F. Fox Printed Name _____
Date 7/3/04 Date _____
Lot & Unit Number #1#1 Lot & Unit Number _____

Signature _____ Signature _____
Printed Name _____ Printed Name _____
Date _____ Date _____
Lot & Unit Number _____ Lot & Unit Number _____

Signature _____ Signature _____
Printed Name _____ Printed Name _____
Date _____ Date _____
Lot & Unit Number _____ Lot & Unit Number _____

Signature _____ Signature _____
Printed Name _____ Printed Name _____
Date _____ Date _____
Lot & Unit Number _____ Lot & Unit Number _____

Signature _____ Signature _____
Printed Name _____ Printed Name _____
Date _____ Date _____
Lot & Unit Number _____ Lot & Unit Number _____

(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.

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Signature <u><i>Dorothy Mincey Howard</i></u>	Signature _____
Printed Name <u>Dorothy Mincey Howard</u>	Printed Name _____
Date <u>July 4, 2004</u>	Date _____
Lot & Unit Number <u>14517 2-2</u>	Lot & Unit Number _____

Signature <u><i>Paul H. Haeger</i></u>	Signature _____
Printed Name <u>PAUL H HAEGER</u>	Printed Name _____
Date <u>July 4, 2004</u>	Date _____
Lot & Unit Number <u>14517 Catalina Circle</u>	Lot & Unit Number _____

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

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14519	Signature <u>Mary Ann Phillips</u> Printed Name <u>MARY ANN PHILLIPS</u> Date <u>10/23/04</u> Lot & Unit Number <u>LOT 2 # 2</u>	Signature <u>Dale V. V. V.</u> Printed Name <u>Dale V. V. V.</u> Date <u>11/3/04</u> Lot & Unit Number <u>9410 Tradewinds</u>
14513	Signature <u>Christopher Oeffinger</u> Printed Name <u>CHRISTOPHER OEFFINGER</u> Date <u>06/23/2004</u> Lot & Unit Number <u>LOT 3 UNIT-2</u>	Signature <u>Carole Alvey</u> Printed Name <u>CAROL ALVEY</u> Date <u>7-5-04</u> Lot & Unit Number <u>9318 Tradewinds</u>
	Signature _____ Printed Name _____ Date _____ Lot & Unit Number _____	Signature _____ Printed Name _____ Date _____ Lot & Unit Number _____
14521	Signature <u>Margaret R. Brindley</u> Printed Name <u>MARGARET R. BRINDLEY</u> Date <u>June 23, 2004</u> Lot & Unit Number <u>LOT 1 # 3</u>	Signature <u>Robert W. Brindley</u> Printed Name <u>ROBERT W. BRINDLEY</u> Date <u>6/23/2004</u> Lot & Unit Number <u>LOT 1 # 3</u>
14515	Signature <u>Bonnie L. Yabrach</u> Printed Name <u>Bonnie L. Yabrach</u> Date <u>6/26/04</u> Lot & Unit Number <u>LOT 2 #4</u>	Signature <u>Malcolm Ted Yabrach</u> Printed Name <u>Malcolm Ted Yabrach</u> Date <u>6/26/04</u> Lot & Unit Number <u>LOT 2 #4</u>

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(8) Amendments contained in the Certificate of Amendment dated September 23, 1996 and recorded at Official Records Book 6330, Page 300;

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Signature <u><i>Steph Jey</i></u>	Signature _____
Printed Name <u>Steph Jey</u>	Printed Name _____
Date <u>7-5-04</u>	Date _____
Lot & Unit Number <u>14509 3-1</u>	Lot & Unit Number _____

Signature <u><i>Steph Jey</i></u>	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

Signature <u><i>Marzlyn Geyer</i></u>	Signature _____
Printed Name <u>MARZLYN GEYER</u>	Printed Name _____
Date <u>7-5-04</u>	Date _____
Lot & Unit Number <u>105009 3-1</u>	Lot & Unit Number _____

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Date _____	Date _____
Lot & Unit Number _____	Lot & Unit Number _____

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Signature Michele M. Rahn Signature _____
Printed Name Michele M. Rahn Printed Name _____
Date 7/1/04 Date _____
Lot & Unit Number 14505 Catalina Circle Lot & Unit Number _____
3-3

Signature _____ Signature _____
Printed Name _____ Printed Name _____
Date _____ Date _____
Lot & Unit Number _____ Lot & Unit Number _____

Signature _____ Signature _____
Printed Name _____ Printed Name _____
Date _____ Date _____
Lot & Unit Number _____ Lot & Unit Number _____

Signature _____ Signature _____
Printed Name _____ Printed Name _____
Date _____ Date _____
Lot & Unit Number _____ Lot & Unit Number _____

Signature _____ Signature _____
Printed Name _____ Printed Name _____
Date _____ Date _____
Lot & Unit Number _____ Lot & Unit Number _____

2006

Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
200 North Pine Avenue, Suite A
Oldsmar, Florida 34677

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE, ALSO KNOWN AS CATALINA COVE**

This is to certify that at a duly called meeting of the members of Catalina Cove Homeowners' Association, Inc. (the "Association") held on July 19, 2006, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendments to the Title Section; Introductory Paragraph; Article I, Section 1; Article I, Section 4; Article I, Section 8; Article II, Section 1B; Article IV; Article V; Article VI, Section 1B; Article VI, Section 1F; Article VI, Section 1G; Article VI, Section 1S; Article VI, Section 4A; Article VI, Section 4B; Article VI, Section 4C; Article VI, Section 4D; Article VII; Article VIII; Article IX; Article X; Article XI, Section 3; Article XI, Section 6; Article XII; Article XIII; and Article XIV, Section 1 of the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove, attached hereto as Exhibit A, were duly adopted by the membership. The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove was originally recorded in Official Records Book 4901, Page 1714, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 16th day of August, 2006.

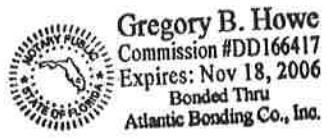
CATALINA COVE HOMEOWNERS' ASSOCIATION, INC.

Kathy Buck
Signature of Witness #1
Kathy Buck
Printed Name of Witness #1
Steve Graham
Signature of Witness #2
Steve Graham
Printed Name of Witness #2

By: Nick F Kelso
Signature
NICK F Kelso President
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1 day of August, 2006, by Nick Kelso as President of CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Gregory B. Howe
Notary Public
Gregory B. Howe
Printed Name

ADOPTED AMENDMENTS TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE, ALSO KNOWN AS CATALINA COVE

The following are adopted amendments to the Declaration of Covenants, Conditions and Restrictions of Clearwater Cove, originally recorded at Official Records Book 4901, Page 1714, Public Records of Pinellas County, Florida, and as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~,
Except When Proposed Amendment Involves Substantial Rewording)

Item No. 1: The title of the revised Declaration will be "Amended Declaration of Covenants, Conditions and Restrictions for Clearwater Cove, also known as Catalina Cove".

Item No. 2: The introductory wording on Pages 1 and 2 of the original Declaration, as recorded at Official Records Book 4901, Page 1704, Public Records of Pinellas County, Florida, is hereby revised to read as follows (substantial rewording; see introductory section of existing Declaration for current wording):

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 Plat 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.

Item No. 3: Article I, Section 1 – “Association” shall mean and refer to CATALINA CLEARWATER COVE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not for profit, its successors and assigns.

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

ARTICLE I

Definitions

Section 4. “Developer” shall mean and refer to CLEARWATER COVE, INC., a Florida Corporation. ~~its successors and assigns provided that Development indicates in its deed or instrument of conveyance that is the intent of the Developer to convey its right as Developer pursuant to these covenants, conditions and restrictions to such transferee entity as provided herein.~~ CLEARWATER COVE, INC., shall at all times have the right to assign any interest it may have from time to time herein to any successor, nominee or assignee.

Item No. 5: Article I, Section 8 is hereby amended to read as follows:

ARTICLE I

Definitions

Section 8. “Subdivision” shall mean and refer to the subdivided real property described as CLEARWATER COVE PHASES I AND II, such additions thereto as having been submitted to the forms of this Declaration may from time to time by the Developer. ~~be brought within the jurisdiction of the Association by way of annexation as hereinafter provided.~~

Item No. 6: Article II, Section 1B is hereby amended to read as follows:

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:

B. ~~The right of the Association to suspend: the voting rights and right to use of the facilities by an Owner, including, but not limited to, the following reasons:~~

(1) ~~The voting rights of an Owner during such time that any regular Any period during which any assessment against any lot or unit remains unpaid for more than ninety (90) days; and~~
~~or~~

(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 a period not to exceed sixty (60) days, for any infraction by such an Owner or Tenant of the restrictions contained in this Declaration, or the published 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.~~

Item No. 7: Article IV is hereby rewritten in its entirety to read as follows (substantial rewording; see same section of existing Declaration for current wording):

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, 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 assessments 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 determines 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 chargeable 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 in such reasonable amount as determined by the Board from time to time. 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.

Item No. 8: Article V is hereby rewritten in its entirety to read as follows (substantial rewording of entire article; see same section of existing Declaration for current wording):

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 for maintenance of the common areas. Additionally, the Association will provide the following maintenance services on the individual lots in the development: Mowing, fertilizing, seeding and trimming all grass, trees, shrubbery or other foliage upon the individual lots, with the level and extent of trimming and landscape maintained to be in the discretion of the Association. This 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. Any such replacement shall be the responsibility of the individual lot Owner, following approval from the Board of Directors. Individual lot Owners may not add any landscaping or other improvements which are to be maintained by the Association without first obtaining prior approval in writing from the Board of Directors. The Association will also repair and replace the sidewalks on the lots, and the mailboxes. Further, the Association will be responsible for maintaining, repairing and replacing the steps which connect the sidewalks with the boardwalk which is adjacent to Lots 7 - 11, and for maintaining, repairing and replacing the boardwalk itself and the perimeter fencing (since all unit Owners within Catalina Cove will have the right to walk upon and use such boardwalk). Additionally, the Association will be responsible for repainting the exterior surfaces of the quadra-homes, at such times as determined by the Board of Directors, and any costs for repainting will be a cost which is to be equally divided between the four unit Owners within the quadra-home, and assessed against said Owners if payment is not made in the manner determined by the Association. Any such assessment will be collectible in the same manner as an assessment for unpaid common expenses.

B. The costs for the services set forth in Subsection A above, except for repainting, ~~above~~ will be part of the budget of the Association and all unit owners will share in these costs. However, in the event that the need for maintenance, repair or replacement is caused through the willful or negligent acts of an Owner, or the tenants, guests or invitees of the Owner of any unit, the cost of such lot maintenance shall be added to and become a part of the assessment to which such unit is responsible for, and shall be collectible in the same manner as assessments for common expenses.

C. The Association will have the right to enter upon any lot when necessary, and with as little inconvenience to the Owners as reasonably possible, in connection with its obligation for maintenance of certain improvements on the individual lots and units.

SECTION 2. Individual Maintenance Obligations of Unit Owners. 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 limited to, the concrete slabs and the fencing around the patio area. 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.

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

A. Except as otherwise provided above, it shall be the joint responsibility of the four unit Owners of the units in each quadra-home to provide for the exterior maintenance of the structure containing all four units located on the lot. 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. 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. 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.

(1) The unit Owners in each quadra-home located on Lots 7-II will be jointly responsible for maintaining, repairing and replacing the portion of the seawall located on their Lot, including all hardware and other components of the seawall; and repairing any sinkholes or other erosion or surface conditions on the Lot. The Board of Directors of the Association will determine the extent of any repairs or maintenance needed from time to time. If any unit Owner(s) undertake such repairs and other unit Owners do not agree to participate in the costs, the unit Owner(s) who have paid for such repair costs will be entitled to recover the pro rata share of such costs from any non-paying Owners, in addition to interest at the highest rate allowed by law, and all costs and attorneys' fees incurred in enforcing this obligation.

B. ~~Despite the joint responsibility of the Owners in a quadra-home for certain maintenance, repair and replacement expenses as set forth above, if any damage is caused through the willful or negligent acts of an Owner, or the tenants, guests or invitees of the Owner of any unit, the cost of such repair, cleaning, maintenance and replacement, including all costs and attorneys' fees incurred by the other unit Owners in the quadra-home or the Association in collecting the amounts due from such responsible unit Owner, shall be the obligation of the unit Owner(s) who are responsible for the damage added to and become a part of the assessment to which such unit is responsible for, and shall be collectible in the same manner as assessments for common expenses.~~

C. 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 final authority to resolve such dispute. The Board of Directors shall retain expert assistance as needed in order to determine any such issues.

D. ~~In the event any Owner of a unit within a quadra-home fails to make payment of the amounts due for their pro rata share of the joint exterior maintenance costs of the quadra-home, any other Owner of a unit within the quadra-home may bring legal action against the non-paying Owner to recover such costs, including interest at the highest rate provided for by law, as well as all costs and attorneys' fees involved in the collection action. Additionally, any unit Owner within the quadra-home may request the Association to assist in forwarding any money needed to complete the repairs, and/or in collecting the amount due from the non-paying unit Owner, and the Association shall have the right to assess the non-paying unit Owner for the pro rata share of such Owner's share of the expenses as to any funds advanced by the Association, as well as all costs and attorneys' fees incurred by the Association in connection with collection efforts. The Association shall have a right to place a lien against the property to secure payment of such amounts, and any such lien will be a continuing lien against the property collectible in the same manner as assessments for common expenses are collectible under this Declaration. In addition to the lien rights of the Association, the Owners of the non-paying unit shall be personally liable to the Association and/or to the other unit Owners in the quadra-home for their share of any expenses, in addition to costs, interest and attorneys' fees.~~

Item No. 9: Article VI, Section 1B is hereby amended to read as follows:

ARTICLE VI

Miscellaneous Restrictions

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

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. No business of any kind which is obnoxious or offensive to the other unit Owners shall be conducted in any residence with the exception of the business Developer and its transferees in developing all of the lots as hereinafter set forth;

Item No. 10: Article VI, Section 1F is hereby amended to read as follows:

ARTICLE VI

Miscellaneous Restrictions

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

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 Rotweillers. 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) 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. No animals, livestock or poultry or any kind shall

~~be raised, bred or kept on any lot or unit or on the Common Areas, however, dogs, cats and other customarily kept house pets may be kept on lots and 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.~~

Item No. 11: Article VI, Section 1O is hereby amended to read as follows:

ARTICLE VI

Miscellaneous Restrictions

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

* * *

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.~~

Item No. 12: Article VI, Section 1S is hereby amended to read as follows:

ARTICLE VI

Miscellaneous Restrictions

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

* * *

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 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. as set forth in the Bylaws of CLEARWATER COVE NORTH HOMEOWNERS' ASSOCIATION, INC.~~

Item No. 13: A new Section 4A is hereby added to Article VI to read as follows:

ARTICLE VI

Miscellaneous Restrictions

* * *

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.

Item No. 14: A new Section 4B is hereby added to Article VI to read as follows:

ARTICLE VI

Miscellaneous Restrictions

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 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.

Item No. 15: A new Section 4C is hereby added to Article VI to read as follows:

ARTICLE VI

Miscellaneous Restrictions

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.

Item No. 16: A new Section 4D is hereby added to Article VI to read as follows:

ARTICLE VI

Miscellaneous Restrictions

D. No residential unit shall be leased where the aggregate number of residential leases, approved and existing at time of application, exceeds twenty percent (20%) of the total number of residential units in the community (8 units). 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 eight (8), 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 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.

Item No. 17: Article VII is hereby amended to read as follows:

ARTICLE VII

Architectural Committee

SECTION 1. Appointment of Architectural Committee: The Board of Directors Developer 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 so long as the Developer owns lots for sale in the subdivision in the ordinary course of business. At such time as the Developer no longer owns lots for sale in the subdivision, the Board of Directors of the Association shall appoint an Architectural Committee consisting of three (3) or more persons who shall serve 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 the 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, save and except construction by the Developer which shall not be subject to the terms of this ARTICLE, 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 the 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 ~~sighting~~ 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 not 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 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 or, 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.

Item No. 18: Article VIII is hereby amended to read as follows:

ARTICLE VIII

Antennae and Satellite Dishes

Television, radio and other types of antennae and aerials shall be prohibited from being placed on or outside of 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, provided that such rules are consistent with applicable law. the Developer or the Association shall provide a master antennae system, for each quadra-home building running to all units therein, complete with cables for the residents in the quadra-homes. Developer or the Association shall be permitted to construct and maintain one common television and radio signal receiving tower in connection therewith for each quadra-home. Said towers shall be maintained by the Association and the cost of such maintenance, as determined by the Board of Directors of the Association, shall be included in the annual assessments provided for in ARTICLE V of this Declaration. Each unit Owner shall have the right to be connected to said antennae system so long as his assessments are not in default, and the Associations shall have the right to disconnect any unit as to which such assessments are in default. The Association's right to disconnect any unit from the master antenna shall be in addition to any other rights the Association may have in relation to unpaid assessments as set forth herein.

Item No. 19: Article IX is hereby amended to read as follows (substantial rewording of entire article; see same section of existing Declaration for current wording):

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 or the developer for parking purposes. 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 on each of the lots.

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 a 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 emergency repairs, and then only to the extent necessary to enable to 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.

Item No. 20: Article X is hereby amended to read as follows (substantial rewording of entire article; see same section of existing Declaration for current wording):

ARTICLE X

Insurance and Reconstruction

SECTION I. 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.

Item No. 21: Article XI, Section 3 is hereby amended to read as follows:

ARTICLE XI

Party Walls

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 ~~who has used the wall~~ may restore it, and if the other Owners who shall thereafter ~~make use of the wall~~, they 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.

Item No. 22: Article XI, Section 6 is hereby amended to read as follows:

ARTICLE XI

Party Walls

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, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The prevailing party in any dispute will be entitled to recover all costs and reasonable attorneys' fees incurred.

Item No. 23: Article XII entitled "Common Roofs" is hereby deleted in its entirety.

Item No. 24: Article XIII entitled "Annexation" is hereby deleted in its entirety.

Item No. 25: Article XIV, Section 1 is hereby amended to read as follows:

ARTICLE XIV

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, 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 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.

END OF ADOPTED AMENDMENTS

2014

Prepared By and Return To:
Marielle Westerman, Esq.
146 2nd St. N., Ste. 100
St. Petersburg, FL 33701

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CATALINA COVE f/k/a CLEARWATER COVE

The undersigned officers of Catalina Cove Homeowners' Association, Inc. f/k/a Clearwater Cove Homeowners' Association, Inc., the corporation in charge of the operation and control of Catalina Cove, according to the Declaration of Covenants, Conditions and Restrictions thereof as recorded in Official Records Book 4901, Page 1714 of the Public Records of Pinellas County, Florida, hereby certify that the following attached amendments to the Declaration of Covenants, Conditions and Restrictions were proposed and approved by an affirmative vote of at least fifty-one percent (51%) of the Association's members by written instrument at a properly noticed meeting held on the 1 day of May, 2014. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

IN WITNESS WHEREOF, Catalina Cove Homeowners' Association, Inc. f/k/a Clearwater Cove Homeowners' Association, Inc. has caused this Certificate to be executed in its name on the 1 day of May, 2014.

Witness

By: Danny L. Kessell
(name, typed or printed)

Witness
Signature: Danny L. Kessell

Witness

By: Danny L. Kessell
(name, typed or printed)

Witness
Signature: Danny L. Kessell

Catalina Cove Homeowners' Association, Inc.

By: Bonnie L. Kessell
Signature

Bonnie L. Kessell
(name, typed or printed)
President

ATTEST:
By: Christopher Oettinger
Signature

CHRISTOPHER OETTINGER
(name, typed or printed)
Secretary

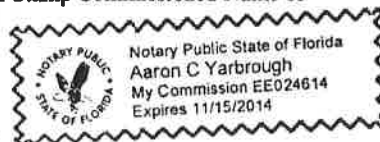
STATE OF FLORIDA
COUNTY OF Pinellas

Sworn to or affirmed and signed before me on the 1 day of May, 2014 by Bonnie L. Kessell (president, name of person making statement).

[Signature]
(Signature of Notary Public- State of Florida)

Aaron C. Yarbrough
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known
 Produced Identification
Type of Identification Produced Fl. Drivers Lic.



**PROPOSED AMENDMENTS TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CATALINA COVE f/k/a CLEARWATER COVE**

ARTICLE II – PROPERTY RIGHTS

(New wording underlined; deleted wording ~~stricken through~~)

Section 3. Other Easements.

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.

*** All other sections of Article II remain in full force and effect.***

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

(New wording underlined; deleted wording ~~stricken through~~)

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 fulfill 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.

*** All other sections of Article IV remain in full force and effect.***

ARTICLE V – MAINTENANCE OF LOTS AND COMMON AREAS

(Article V is hereby rewritten in its entirety to read as follows; new wording underlined)

Section 1. Common Area and Lot Maintenance by Association

A. It shall be the obligation of the Association 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 for the 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(2)(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:

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

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.