

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE (also known as Catalina Cove)**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 26, 2018, by a vote of 51 percent or more of all lot owners, in person or by proxy, the revitalized Declaration of Covenants, Conditions and Restrictions of Clearwater Cove (aka Catalina Cove), as recorded in O.R. Book 19879, Page 476 et seq., of the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

The Declaration of Covenants, Conditions and Restrictions of Clearwater Cove (aka Catalina Cove) is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Conditions and Restrictions of Clearwater Cove (aka Catalina Cove)."

IN WITNESS WHEREOF, CATALINA COVE HOMEOWNERS' ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 15 day of December, 2018.

CATALINA COVE HOMEOWNERS'
ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

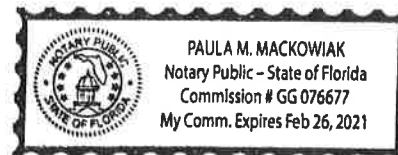
By: DONALD J. TADD
D. Tadd
President

Michael P. Broussard
Michael P. Broussard, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 15th day of December, 2018, personally appeared before me Donald Tadd, President, and Michael Broussard, Secretary of Catalina Cove Homeowners' Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Paula M. Mackowiak
NOTARY PUBLIC



**SCHEDULE OF AMENDMENTS
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CLEARWATER COVE (also known as Catalina Cove)**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS...**

1. ARTICLE IV, Covenant for Maintenance Assessments, SECTION 1, Creation of Lien and Personal Obligation of Assessments, Subsection B, and SECTION 5, Effect of Non-Payment of Assessments, of the Declaration, is amended to read as follows:

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

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

SECTION 5. Effect of Non-Payment of Assessments, Remedies of the Association. Regular assessments shall be due and payable in advance upon the first day of each month of each year, or as otherwise designated by the Board of Directors or the Association. Any regular or special assessment not received within fifteen (15) days from the due date may be assessed a late fee not to exceed the maximum allowed by law from time to time, which is currently 5% of the installment due or \$25.00 per month, whichever is greater ~~in 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.

EXHIBIT "A"

2. ARTICLE VI, Miscellaneous Restrictions, Section 4D and Subsection 4D(1), of the Declaration, is amended to read as follows:

D. No residential unit shall be leased where the aggregate number of residential leases, approved and existing at time of application, exceeds four (4) ~~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 four (4) ~~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.

3. ARTICLE VI, Miscellaneous Restrictions, of the Declaration, is amended to add an entirely new Subsection (E) to read as follows:

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