

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
OF
CURLEW LANDINGS DOCKS**

WHEREAS, G & S DEVELOPMENT, a Florida Joint Venture, consisting of SUNLOCK, INC. and NEWSTAR, INC., both Florida Corporations, is the owner of the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and

WHEREAS, the Developer has constructed dock facilities on the property which are to be used exclusively by the residents of Curlew Landings, a platted subdivision located in Dunedin, Florida; and

WHEREAS, the Developer is reserving the right to sell an exclusive easement to residents of particular docks as more fully set forth on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, for the purpose of enhancing and protecting the value, attractiveness and desirability of the docks, Declarant states that all the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title and interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE I.
Definitions.**

Section 1. "ASSOCIATION" shall mean and refer to CURLEW LANDINGS DOCK ASSOCIATION, INC., its successors and assigns.

Section 2. "COMMON AREA" shall mean all real property owned by the association for the common use and enjoyment of the owners subject to the owners exclusive easement for use of their particular dock.

Section 3. "DECLARANT" shall mean G & S Development, a Florida Joint Venture, its successors and assigns.

Section 4. "DOCK" shall mean the right of the dock owners for the exclusive use of each particular dock as more fully set forth on Exhibit "B" attached hereto and made a part hereof.

Section 5. "MAINTENANCE" shall mean the exercise of reasonable care to keep the docks, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

KARLEEN F. DEBLAKER, CLERK
FEB 25, 1991 11:36AM

RECORDING
REC 46.50
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL 46.50

This instrument prepared by:
Gregory A. Fox of Fox & Fox
2380 Drew St. Unit 3 P.O. Box 5047
Clearwater, Fla. 34613
RH

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities of the exclusive easement for the use of any dock which is part of the property, but shall not include those holding title merely as security for performance of an obligation.

ARTICLE II.

Membership in Association; Voting Rights

Section 1. Every owner of an exclusive easement for the use of a dock shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a dock.

Section 2. The association shall have two classes of members as follows:

CLASS A. Class A members shall be all the owners with the exception of declarant, and shall be entitled to one vote for each dock owned. When more than one person holds an interest in a given dock, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any dock owned by Class A members.

CLASS B. Class B members shall be the declarant who shall be entitled to exercise five votes for each dock owned. Class B membership shall cease and be converted to Class A membership when 45 of the 50 docks are sold or on December 31, 1992, whichever shall first occur.

ARTICLE III.
Assessments.

Section 1. Lien and Personal Obligation of Assessments.

A. Declarant covenants for each dock and each owner of a dock is hereby deemed to covenant by acceptance of the exclusive easement for such dock, whether or not it shall be so expressed in the easement, to pay to the association (1) annual assessments and (2) special assessment for capital improvements. Such assessments shall be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the dock and a continuing lien on each dock against which such as assessment is made.

B. In addition, the dock owners expressly grant to the Dock Owners Association the right to place a lien for any unpaid assessments plus interest, costs and reasonable attorney fees on their particular lot owned in Curlew Landings Subdivision. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person or persons who own the dock at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them, but shall remain a lien on the property and dock.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the dock owners and for the improvement and maintenance of the common areas. Annual assessments, shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the dock facilities, including the pilings, gangways and boardwalk;

- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the dock areas.
- (c) Property taxes assessed against the common areas.
- (d) Acquisition of furnishings and equipment for the dock areas as may determine by the association.
- (e) Maintenance and repairs of the storm drains and sanitary sewers within the confines of the dock areas.
- (f) Establishment of a reserve for capital improvements as determined by the board of directors.
- (g) Fire insurance covering the full insurable replacement value of the dock areas with extended coverage.
- (h) Liability insurance insuring the association against any and all liability to the public, to any owners, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (i) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.
- (j) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (k) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessment. (a) Until January 1 of the year immediately following the conveyance of the first dock by declarant to an owner, the maximum annual assessment shall be TWO HUNDRED FORTY dollars (\$240.00).

(b) From and after January 1 of the year immediately following the conveyance of the first dock by the declarant to an owner, maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1 of the year immediately following the conveyance of the first dock from declarant to an owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote or written assent of a majority of each class of members.

(d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year 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 on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by the majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than forty-five (45) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all docks. Provided, however, Declarant shall have the option as to any assessment as follows:

- a. To pay the full assessment, annual or special, as assessed to each lot and shared proportionally on any deficit at the end of the year, or
- b. Declarant will pay the difference between the total cost of operating the association and common areas and the amount of assessments required to be paid pursuant to this article.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all docks on the date the dock is sold by the declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each dock on the date of the annual meeting. Assessments shall be made payable annually in January of each year. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific dock has been paid.

Section 8. Lien Against Property. The Board of Directors shall have the right to assess a lien against the dock owners' property, including a lien against their property located in Curlew Landings subdivision for unpaid assessments, fines, costs, interest, and reasonable attorney fees.

Section 9. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date, shall be deemed in default and shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The association may assess a late payment fee in the amount of five (5%) percent of any payment not received within fifteen (15) days after its due date. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the dock owner's property located in Curlew Landings. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common area or abandonment of the owner's dock.

Section 10. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lien thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE IV.
Property Rights.**

Section 1. Owner's Easements of Enjoyment. Every owner of a dock shall have a right and easement of enjoyment in and to the common area, which right shall be appurtenant in and shall pass with the title to such dock, subject to the following rights of the association:

- (a) The right to suspend the right of use of utilities and the voting rights of any owner for periods during which assessments against the dock remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding thirty (30) days for any infraction of the published rules and regulations of the association. In addition, the board shall have the right to assess a fine not to exceed \$25.00 per day for a continuing violation of any rule or regulation. This fine shall be a lien against the owners' property and enforced pursuant to the terms contained herein.
- (b) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate the right of enjoyment in and to the common areas and facilities to the members of the owner's family and to guests, tenants, and invitees.

Section 3. Easement of Encroachments. There shall exist reciprocal appurtenant easements as between adjacent docks and between each dock and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. No easement for encroachment shall exist as to any encroachment occurring due to the wilful condition of an owner.

Section 4. Right of Entry. The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any dock at any reasonable hour on any day to perform such maintenance as may be authorized herein.

**ARTICLE V.
Restrictions on Resale.**

Every owner of a dock shall be required to sell, transfer or convey the dock to another owner of the Curlew Landings Subdivision. No dock may be sold, transferred or conveyed to any person who does not own a lot in Curlew Landings Subdivision.

**ARTICLE VI.
Use Restrictions.**

The docks facility shall be occupied and used only as follows:

Section 1. Each dock shall be used solely for the purpose that is usually attendant to the use of dock facilities by the public.

Section 2. No noxious or offensive activity shall be carried on in or on any dock.

Section 3. Any person under the age of eighteen (18) must be accompanied by an adult while on the property owned by the Association.

Section 4. Nothing shall be done or kept on a dock or on the common area that would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on the owner's dock or the common area that would result in the cancellation of insurance or on any part of the common area, which would be in violation of any law.

Section 5. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any dock or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 6. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the Board of Directors.

Section 7. No person shall reside overnight on the dock property or on any boat docked on the property.

Section 8. Declarant or the transferees of declarant shall undertake the work of developing all docks. The completion of that work, and the sale, rental, or other disposal of the docks is essential to the establishment and welfare of the dock property as an ongoing dock community. In order that such work may be completed and the docks be established as a fully occupied dock community as soon as possible, nothing in this declaration shall be understood or construed to:

- (a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the docks owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- (b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by

declarant, declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the docks as a dock community, and the disposition of docks by sale, lease or otherwise.

- (c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of docks by sale, lease or otherwise, or
- (d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of docks.

As used in this section, the words "its transferees" specifically exclude purchasers of docks improved with completed facilities.

ARTICLE VII. Association's Obligation to Repair.

The association shall have the sole responsibility for repairing all of the dock facilities keeping the same in a condition comparable to the condition of said dock at the time of its initial construction excepting normal wear and tear. The association shall have the right to establishment a reserve for the replacement and repair of the dock facilities and the cost of such reserve shall be added to the annual assessment proposed by the association. The owner shall be responsible for any damage caused by him or his guests', or invitees' negligent or willful destruction of the dock property.

ARTICLE VIII. General Provisions.

Section 1. Enforcement. Declarant, the association, or any owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the

subdivision or any dock therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of fifty (50) years from the date thereof, and thereafter shall continue automatically in effect for an additional period of fifty (50) years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the docks.

EXECUTED AT CLEARWATER, FLORIDA ON THE 14 DAY OF FEBRUARY, 1991.

Signed in the presence of:

G & S DEVELOPMENT
A Florida Joint Venture

Gregory A. Top

Steve Szasz

By: STEVE SZASZ
PRESIDENT
SUNLOCK, INC.
GENERAL PARTNER

Donna F. Allison

STATE OF FLORIDA
COUNTY OF PINELLAS

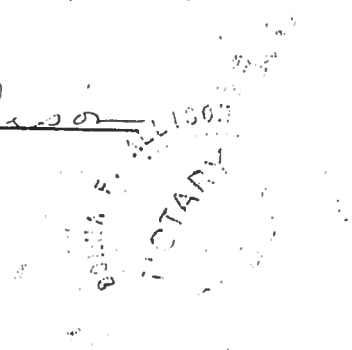
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared STEVE SZASZ, PRESIDENT OF SUNLOCK, INC., GENERAL PARTNER OF G & S DEVELOPMENT, a Florida Joint Venture, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of Febraury, A.D., 1991.

Notary Public, State of Florida
My Commission Expires April 27, 1994
Bonded Thru Troy Fain - Insurance Inc.

Donna F. Allison
Notary Public

My Commission Expires:

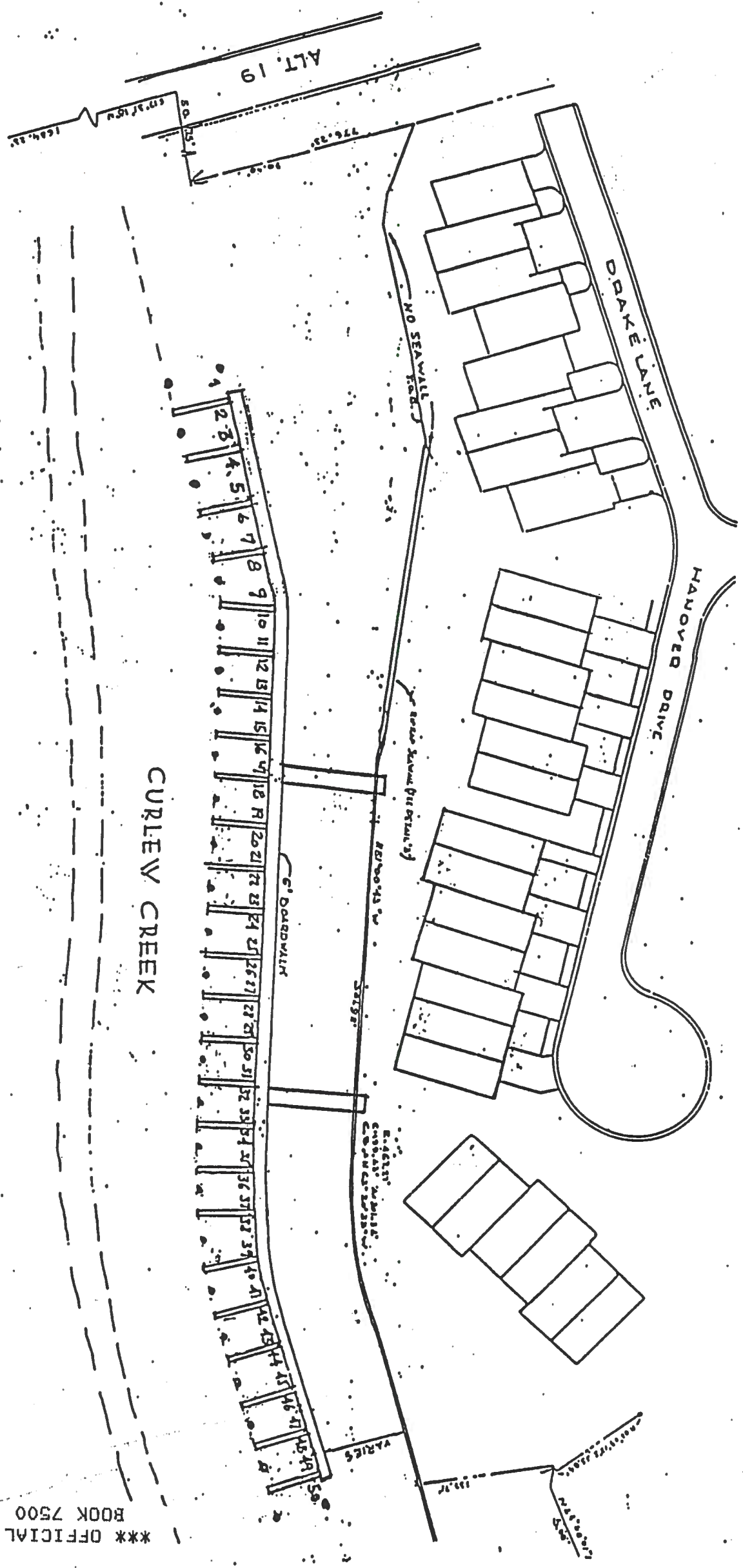


26121153 JMD	02-25-91	10:29:22
01 DEC-G & S DEVELOPMENT		
RECORDING	1	\$46.50
TOTAL:		\$46.50
CHECK AMT. TENDERED:		\$46.50
CHANGE:		\$0.00

EXHIBIT A

From the Northeast corner of the southeast 1/4 of Section 15, Township 28 South, Range 15 East; and run thence North 89 deg. 57' 02" West along the Quarter Section Line, 116.31 feet to the centerline of State Road 595, extended; thence South 17 deg. 31' 18" West along the said centerline 1684.23 feet for a Point of Beginning; thence North 62 deg. 45' 49" West, 435.98 feet; thence North 48 deg. 06' 47" West, 302.98 feet; thence North 65 deg. 27' 13" West, 43.53 feet; thence South 20 deg. 29' 17" West, 86.94 feet to a point on an existing seawall; thence following said seawall along arc of a non-tangent curve to the right 201.38 feet, radius 467.85 feet, chord 199.83 feet, chord bearing South 63 deg. 20' 35" East to a point of tangency; thence South 51 deg. 00' 43" East, 381.92 feet; thence South 62 deg. 19' 04" East 203.90 feet; thence North 17 deg. 31' 18" East 90.40 feet to the Point of Beginning, LESS AND EXCEPT road right-of-way.

Together with that certain non-exclusive easement for ingress and egress, drainage and utilities, being more fully described in easement dated September 2, 1982 by Curlew Landings, Inc., a Florida Corporation, to Curlew Landings Docks, Inc., a Florida Corporation, recorded in O.R. Book 5397, Page 374, as amended in Official Record Book 5693, Page 2191, Public Records of Pinellas County, Florida.



CURLEW CREEK

DRAKE LANE

HANOVER DRIVE