

Prepared by and Return To:
Cianfrone, Nikoloff, Grant & Greenberg, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

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


NOTICE IS HEREBY GIVEN that at a duly called meeting of the members held on October 29, 2020 and reconvened on January 18, 2021, by the approval of not less than three-quarters of the members of the Association, the Declaration of Covenants, Conditions, Restrictions and Easements of Curlew Landings Docks, as originally recorded in O.R. Book 7500, Page 1225, et seq., and preserved at O.R. Book 21107, Page 431, et seq., of the Public Records of Pinellas County, Florida be, and the same is hereby amended as follows:

The Declaration, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Conditions, Restrictions and Easements of Curlew Landings Docks."

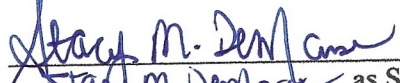
IN WITNESS WHEREOF, CURLEW LANDINGS DOCK ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 10th day of February, 2021.

CURLEW LANDINGS DOCK
ASSOCIATION, INC.

(Corporate Seal)

By: 
DANA WINDHORST, as President
Printed Name

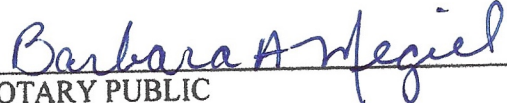
ATTEST:


Stacy M. Demarsie, as Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of February, 2021, by DANA WINDHORST, as President and STACY DEMARSIE, as Secretary, of CURLEW LANDINGS DOCK ASSOCIATION, INC., and are personally known to me or have produced _____ as identification.




NOTARY PUBLIC

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

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

1. ARTICLE III, Assessments, Section 2, Purpose of Annual Assessments, shall be amended to delete Sub-Section (g) in its entirety as follows:

~~_____ (g) Fire insurance covering the full insurable replacement value of the dock areas with extended coverage.~~

2. ARTICLE III, Assessments, Section 5, Notice and Quorum for Action Authorized Under Sections 3 and 4, shall be amended to read as follows:

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 fourteen (14) ~~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 ninety (90) ~~ten (10)~~ days after the date of such meeting.

3. ARTICLE V, Restrictions on Resale, of the Declaration, shall be amended to read as follows:

**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. No dock shall be sold, transferred, or conveyed without the written consent of the Board of Directors and any sale, transfer or conveyance without the written consent of the Board of Directors shall be voidable by the Board of Directors. Any owner of a dock wishing to sell, transfer or convey his or her dock must notify the Board of Directors at least ten (10) days in advance of said sale, transfer or conveyance, on such form as may be required by the Association from time to time. The Board of Directors shall issue an approval or disapproval for the

proposed sale, transfer, or conveyance and estoppel letter to notify the owner of any regular or special assessment fees which may be owed on the dock/unit and the amount of any transfer fee which may be applicable pursuant to the Sovereignty Submerged Land Lease or other applicable law in conjunction with said sale, transfer or conveyance. Any and all assessments and/or other transfer fees owed on the dock or resulting from the sale, transfer or other conveyance of the dock slip shall be owed by the seller and shall constitute a lien against the dock and the unit of the purchaser if not paid in full.

4. ARTICLE VI, Use Restrictions, of the Declaration, shall be amended to add an entirely new Section 10, Liability Insurance, to read as follows:

Section 10. Liability Insurance. Owners assigned the exclusive right to use a dock slip shall obtain and maintain liability insurance and casualty insurance on their motorized water vessel in an amount sufficient to cover any damage or liability caused by the use of the motorized water vessel but in no event shall the amount be less than \$300,000/\$500,000 adjusted for inflation from time to time. Any person utilizing a dock slip at any time to dock his or her motorized water vessel shall carry insurance on the vessel just as set forth for any Owner in this provision and Owner shall be responsible for ensuring that any person permitted to utilize his or her dock slip shall have the proper insurance as required herein unless the individual being permitted use is an Owner of another dock slip and thereby a member of the Association. The Association shall be named as an additional interest on the Owner's insurance policy and shall be notified by the Owner in the event the policy is going to lapse and be given the opportunity, but not the obligation, to pay any amount necessary to keep said policy in effect and assess the costs incurred in doing so back to the Owner secured as any other assessment including, but not limited to, by lien against the slip and the Owner's unit within Curlew Landings.