

This Instrument Prepared  
By and Return to:  
Joseph M. Murphy, Esquire  
DeLoach, Hofstra & Cavanis, P.A.  
8640 Seminole Blvd.  
Seminole, FL 33772  
Caribbean Cove JMM/ks #41855

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


THIS IS TO CERTIFY THAT:

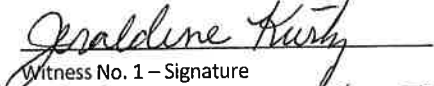
1. The Declaration of Covenants, Conditions and Restrictions for Caribbean Cove is recorded at O.R Book 6909, Page 960, et seq., of the Public Records of Pinellas County, Florida, as amended, of Public Records of Pinellas County, Florida.
2. The Plat pertaining to Caribbean Cove is recorded in Plat Book 102, Page 1, of the Public Records of Pinellas County, Florida.
3. Resolutions 2024-01, 2024-03, 2024-04, 2024-05, 2024-06, 2024-07, 2024-08, 2024-10, 2024-11, 2024-12, 2024-13, 2024-14, and 2024-15 are attached hereto as Exhibit "A" and were duly adopted by the Board of Directors of CARIBBEAN COVE ASSOCIATION, INC., and by the membership of CARIBBEAN COVE ASSOCIATION, INC., in accordance with the requirements of the Declaration and the By-Laws of CARIBBEAN COVE ASSOCIATION, INC., and Chapter 720, Florida Statutes.

Executed at Pinellas County, Florida, on this 16<sup>th</sup> day of July, 2024.


CARIBBEAN COVE ASSOCIATION, INC.

By:

  
RENEE COULLIANE, Its President  
24701 US Highway 19 N, #102  
Clearwater FL 33763

  
Witness No. 1 - Signature  
JERALDINE KURTZ  
Witness No. 1 - Printed name

11722 CURRIE LN  
Witness No. 1 - Address  
LARGO FL 33774  
Witness No. 1 - City, State, Zip Code

  
Witness No. 2 - Signature  
IN B DANFORTH  
Witness No. 2 - Printed name

11722 Currie LN Unit G2  
Witness No. 1 - Address  
LARGO FL 33774  
Witness No. 1 - City, State, Zip Code

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of physical presence, this 16<sup>th</sup> day of July, 2024, by RENEE BOULLIANE, as President of CARIBBEAN COVE ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

Gloria D. Reed  
(Signature of Notary)  
Notary Public State of Florida  
Gloria D Reed  
(Name of Notary, Printed or stamped) My Commission HH 053730  
Expires 10/14/2024

Jeraldine Kurtz  
Witness No. 1 - Signature  
JERALDINE KURTZ  
Witness No. 1 - Printed name

By: Julie Cummings  
JULIE CUMMINGS, Vice-President  
24701 US Highway 19 N, #102  
Clearwater, FL 33763

11722 Currie Circle Lane  
Witness No. 1 - Address  
Largo, FL 33774  
Witness No. 1 - City, State, Zip Code

Tim B Danforth  
Witness No. 2 - Signature  
TIM B DANFORTH  
Witness No. 2 - Printed name

11722 Currie Ln Unit B2  
Witness No. 1 - Address  
Largo FL 33774  
Witness No. 1 - City, State, Zip Code

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of physical presence, this 16<sup>th</sup> day of July, 2024, by JULIE CUMMINGS, as Vice President of CARIBBEAN COVE ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

Gloria D. Reed  
(Signature of Notary)  
Notary Public State of Florida  
Gloria D Reed  
(Name of Notary, Printed or stamped) My Commission HH 053730  
Expires 10/14/2024

**RESOLUTION NO. 2024-01 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article III, Section C, which currently reads as follows:

C. Additional Provisions for the Preservation of the Value and Amenities of CARIBBEAN COVE.

In order to preserve the values and amenities of CARIBBEAN COVE, the following provisions shall be applicable to the Total Property:

...

is hereby amended to read as follows:

C. Additional ~~Provisions~~ ~~Use Restrictions~~ for the Preservation of the Value and Amenities of CARIBBEAN COVE.

In order to preserve the values and amenities of CARIBBEAN COVE, the following ~~provisions~~ ~~use restrictions~~ shall be applicable to the Total Property:

...

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By:   
Renee Boullianne, President

Attest:   
Julie Cummings, Vice President

**RESOLUTION NO. 2024-03 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article III, Section C.6, which currently reads as follows:

6. Litter, Trash and Refuse: In order to preserve the beauty of CARIBBEAN COVE, all garbage, trash, refuse or rubbish shall be stored inside the garage of the Dwelling Unit or the Dwelling Unit itself until the time for pickup or removal. At no time shall the storage be outside of the Dwelling Unit. Such garbage, trash, refuse or rubbish shall be deposited at the curb the day of pickup in containers which shall be approved by the Board.

is hereby amended to read as follows:

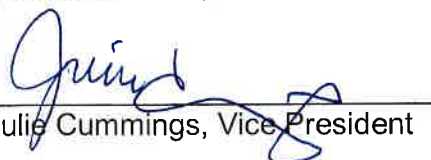
6. Litter, Trash and Refuse: In order to preserve the beauty of CARIBBEAN COVE, all garbage, trash, refuse or rubbish shall be stored inside the garage of the Dwelling Unit or the Dwelling Unit itself until the time for pickup or removal. At no time shall the storage be outside of the Dwelling Unit. Such garbage, trash, refuse or rubbish shall be deposited at the curb the evening before pickup or on the day of pickup in containers which shall be approved by the Board.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By:   
Renee Boullianne, President

Attest:   
Julie Cummings, Vice President

**RESOLUTION NO. 2024-04 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article III, Section C.10.B, which currently reads, as follows:

B. The perimetrical boundaries of the Dwelling Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the Intersections with each other and with the upper and lower boundaries. Nothing shall be construed to preclude the permanent enclosure or addition to a Dwelling Unit, and upon such approval by the Board, the boundaries and size of the Dwelling Unit shall be automatically enlarged. The Association shall maintain, and replace and repair at the Association's expense, all such facilities, improvements and structures outside of such boundaries and such structures or improvements which are contributing to the support of the building, which portions shall include but not be limited to, load bearing columns and load bearing walls, rafters, braces, party walls, but exclusive of interior surfaces, wall coverings, paint, carpeting and such. The Association shall be responsible for all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of a Unit up to the boundary as herein described. Anything within the boundaries as herein described are the Unit Owners responsibility and essentially, it shall be considered that his responsibility shall extend to all facilities that are exposed to his use. The Association shall provide and carry such insurance as is necessary to reconstruct, repair or replace in the event of casualty or loss.

The Dwelling Unit Owner shall have the responsibility for maintenance, repair and replacement at his expense all interior portions of the Dwelling Unit and/Within the boundaries of the Dwelling Unit, and the heating and air conditioning units which service the Dwelling Unit. Also included within such Owner's responsibility shall be windows, screens and doors, and exterior recreation facilities. All such maintenance and repair and replacement by Owner shall be done without disturbing the right of the other Dwelling Unit Owners.

There is hereby established a specific prohibition to modify, alter, paint or otherwise decorate or change the appearance, decor or demeanor of any portion of the Dwelling Unit's exterior or to alter, modify, paint or otherwise decorate or change the Dwelling Unit in such a manner so that its outward appearance has been changed. In order to so change, prior written approval, in writing of the Dwelling Unit Owners of seventy-

five percent (75%) of all the Units in the Total Property must be obtained and the approval of seventy-five percent (75%) of the Board of Directors of the Association.

is hereby amended to read as follows:

B. The perimetrical boundaries of the Dwelling Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the Intersections with each other and with the upper and lower boundaries. Nothing shall be construed to preclude the permanent enclosure or addition to a Dwelling Unit, and upon such approval by the Board, the boundaries and size of the Dwelling Unit shall be automatically enlarged. The Association shall maintain, and replace and repair at the Association's expense, all such facilities, improvements and structures outside of such boundaries and such structures or improvements which are contributing to the support of the building, which portions shall include but not be limited to, load bearing columns and load bearing walls, rafters, braces, party walls, but exclusive of interior surfaces, wall coverings, paint, carpeting and such. The Association shall be responsible for all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of a Unit up to the boundary as herein described. Anything within the boundaries as herein described are the Unit Owners responsibility and essentially, it shall be considered that his responsibility shall extend to all facilities that are exposed to his use. The Association shall provide and carry such insurance as is necessary to reconstruct, repair or replace in the event of casualty or loss.

The Dwelling Unit Owner shall have the responsibility for maintenance, repair and replacement at his expense all interior portions of the Dwelling Unit and/Within the boundaries of the Dwelling Unit, and the heating and air conditioning units which service the Dwelling Unit. Also included within such Owner's responsibility shall be windows, skylights, screens and doors, and exterior recreation facilities. All such maintenance and repair and replacement by Owner shall be done without disturbing the right of the other Dwelling Unit Owners.

There is hereby established a specific prohibition to modify, alter, paint or otherwise decorate or change the appearance, decor or demeanor of any portion of the Dwelling Unit's exterior or to alter, modify, paint or otherwise decorate or change the Dwelling Unit in such a manner so that its outward appearance has been changed. In order to so change, prior written approval, in writing of the Dwelling Unit Owners of seventy-five percent (75%) of all the Units in the Total Property must be obtained and the approval of seventy-five percent (75%) of the Board of Directors of the Association.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6.24.24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By:   
Renee Boullianne, President

Attest:   
Julie Cummings, Vice President

**RESOLUTION NO. 2024-05 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article III, Section C.13, which currently reads as follows:

13. One Real Estate Sign "for sale" sign (1 1/2 X 2 ft. or 432 sq. in.) may be displayed in front of unit for sale. An additional "for sale" sign of approximate equal size may be displayed at the entrance on Currie Lane to accommodate real estate companies.

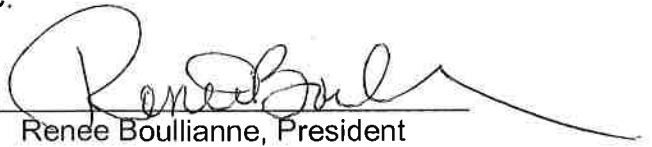
is hereby amended to read as follows:

13. One Real Estate Sign "for sale" sign (1 1/2 X 2 ft. or 432 sq. in.) may be displayed in the front window of a unit for sale. An additional "for sale" sign of approximate equal size may be displayed at the entrance on Currie Lane to accommodate real estate companies.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6.24.24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By:   
Renee Boullianne, President

Attest:   
Julie Cummings, Vice President



**RESOLUTION NO. 2024-07 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article III, Section C.16, which currently reads as follows:

16. Parking: Parking of any motor vehicle shall be prohibited on all roadways and Common Areas except where parking areas are designated. Motorhomes, trucks, step vans, boats, trailers, and commercial vehicles must be parked in the storage area designated by the Association for such purpose or must be concealed wholly within the enclosed garage of the Dwelling Unit. Vans or conversion vans of eighteen (18) feet or less, that do not contain potentially explosive propane systems or potentially unhealthy black (sewage)/gray water (dishwater) systems (which spills could become a health hazard) that are of a noncommercial type and are used as a primary vehicle for the residents may be parked in the Common Areas designated for parking or in the Dwelling Unit garage or driveway.

is hereby amended to read as follows:


16. Parking: Parking of any motor vehicle shall be prohibited on all roadways and Common Areas except where parking areas are designated. Motorhomes, ~~trucks, vans,~~ step vans, conversion vans, boats, trailers, and commercial vehicles must be ~~parked in the storage area designated by the Association for such purpose or must be~~ concealed wholly within the enclosed garage of the Dwelling Unit, or parked off the Total Property. ~~Vans or conversion vans of eighteen (18) feet or less, that do not contain potentially explosive propane systems or potentially unhealthy black (sewage), gray water (dishwater) systems (which spills could become a health hazard) that are of a noncommercial type and are used as a primary vehicle for the residents may be parked in the Common Areas designated for~~ All owner/resident vehicles must be parked parking or wholly within the Dwelling Unit garage, or wholly within the Dwelling Unit driveway. Guest parking spaces are reserved for non-owner/non-resident guests, invitees, and/or licensees. No vehicles parked on Total Property may contain potentially explosive

propane systems or potentially unhealthy black (sewage), gray water (dishwater) systems (which spills could become a health hazard). All vehicles parked on the Total Property must be operable and registered with a valid license plate, or same may be towed at the vehicle owner's expense. Parking by the pool is for guests, not for overnight resident parking. Exceptions can be made with the prior written approval of the Board. Repairs on any vehicle, including changing oil, are not permitted on the Total Property including, but not limited to, Dwelling Unit driveways.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By:   
Renee Boullianne, President

Attest:   
Julie Cummings, Vice President

**RESOLUTION NO. 2024-08 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article III, Section C.17, which currently reads as follows:

17. No school bus or other type of autobus shall be permitted to enter the residential community for pickup or discharge of passengers.

is hereby amended to read as follows:

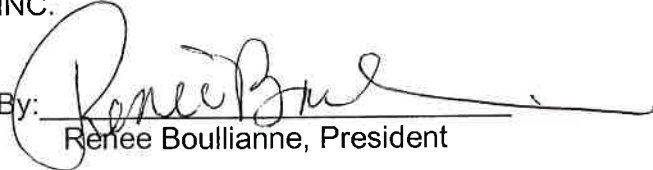
17. No school bus or other type of autobus shall be permitted to enter the residential community for pickup or discharge of passengers with the exception of vehicles utilized to transport the disabled.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.


Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By:

  
Renee Boullianne, President

Attest:

  
Julie Cummings, Vice President

**RESOLUTION NO. 2024-10 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article III, Section C.20, which currently reads as follows:

20. Garage Doors. Homeowners are expected to keep their garage doors closed to prevent liability problems with children getting hurt or loss of tools, stored items, etc. If the garage becomes too hot, it is permissible to open the garage door a foot or so to ventilate.

is hereby amended to read as follows:

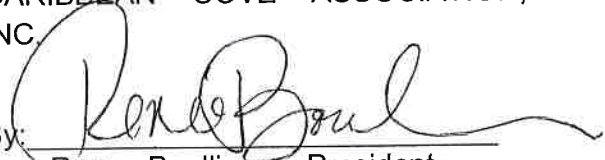
20. Garage Doors. Homeowners are expected to keep their garage doors closed to prevent liability problems with children getting hurt or loss of personal property. A garage door may be open when a Homeowner or occupant is actively working in the garage. ~~tools, stored items, etc. If the garage becomes too hot, it is permissible to open the garage door a foot or so to ventilate.~~

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.


Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC

By:

  
Renee Boullianne, President

Attest:

  
Julie Cummings, Vice President

**RESOLUTION NO. 2024-11 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article III, Section C.22, is hereby added to reads as follows:

22. Garage/Estate Sales. No Garage or estate sales are permitted on the Total Property.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By:   
Renee Boullianne, President

Attest:   
Julie Cummings, Vice President

**RESOLUTION NO. 2024-12 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article III, Section D.1, which currently reads as follows:

1. Requirement of Board Approval: (Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of Developer, landscaping and plantings installed by or with the approval of Developer, additions, alterations modifications and changes to any of the foregoing by or with the approval of Developer (collectively "Developer Improvements"), which Developer improvements are not subject to the approval of the Board, no improvement or structure of any kind. Including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure shall be erected, placed or maintained on any portion of Total Property; no landscaping or planting shall be commenced or maintained upon any portion of Total Property; and no addition, alteration, modification or change to any such improvement structure, landscaping or planting shall be made without the prior written approval of the Board and the Architectural Review Committee.

is hereby amended to read as follows:

1. Requirement of Board Approval: (Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of Developer, landscaping and plantings installed by or with the approval of Developer, additions, alterations modifications and changes to any of the foregoing by or with the approval of Developer (collectively "Developer Improvements"), which Developer improvements are not subject to the approval of the Board, no improvement or structure of any kind. Including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure shall be erected, placed or maintained on any portion of Total Property; no landscaping or planting shall be commenced or maintained upon any portion of Total Property; and no addition, alteration, modification or change to any such improvement structure,

landscaping or planting shall be made without the prior written approval of the Board ~~and the Architectural Review Committee~~.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By: Renee Boullianne  
Renee Boullianne, President

Attest: Julie Cummings  
Julie Cummings, Vice President

**RESOLUTION NO. 2024-13 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article V, Section C, which currently reads as follows:

C. Collection of Assessments.

Assessments shall be due and payable upon the first day of each month, or as otherwise designated by the Board, whether or not a bill for such has been sent to each owner of a Lot by the Association. In the event any Lot Owner shall fail to pay Assessments, or installment thereof, charged to such Owner within ten (10) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To charge interest on such Assessment from the date it becomes due at the highest rate allowed by law, as well as a late charge of \$.05 per dollar of the sum due to defray additional collection costs.

2. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

3. To advance on behalf of the Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

4. To file an action in equity 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.



5. To file an action at law to collect said Assessment plus interest at the higher rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure of the Association.

is hereby amended to read as follows:

C. Collection of Assessments.

Assessments shall be due and payable upon the first day of each month, or as otherwise designated by the Board, whether or not a bill for such has been sent to each owner of a Lot by the Association. In the event any Lot Owner shall fail to pay Assessments, or installment thereof, charged to such Owner within five (5) ~~ten (10)~~ days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To charge interest on such Assessment from the date it becomes due at the highest rate allowed by law, as well as a late charge of ~~\$.05 per dollar of the sum due to defray additional collection costs up to the greater of \$25 or 5 percent of each delinquent installment for which the payment is late.~~

2. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

3. To advance on behalf of the Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

4. To file an action in equity 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.


5. To file an action at law to collect said Assessment plus interest at the higher rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure of the Association.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By:   
Renee Boullianne, President

Attest:   
Julie Cummings, Vice President

**RESOLUTION NO. 2024-14 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article IX, Section C, which currently reads as follows:

C. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and in the absence of any specific address at the address of any Dwelling Unit or Lot owned by such Owner; and (ii) the Association, at 13189 94<sup>th</sup> Avenue North, Seminole, Florida, 34646, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer at 13189 94<sup>th</sup> Avenue North, Seminole Florida, 34646, or such other address or addresses as Developer shall hereinafter notify the Association of in writing and such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Lot or Dwelling Unit, together with written request there for from such Institutional Mortgagee, the Association shall timely send to such Institutional Mortgagee the following:

1. A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot or Dwelling Unit; and
2. A copy of any financial statement of the Association which is thereafter sent to the owner of such Lot or Dwelling Unit; and
3. Written notice of any termination by the Association of any professional management of the Common Areas or

Association Property, and the assumption by the Association of the self-management of such areas; and

4. Thirty (30) days prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Common Areas of Association Property or any improvements thereon, or any fidelity bonds of the Association for its officers, Directors, or employees as well as copies of any notices of cancellation by others received by the Association with respect thereto; and

5. Written notice of any damage or destruction to the improvements located on the Common Areas or Association Property which gives rise to net insurance proceeds therefor being available for distribution to the owners of the Contributing Units encumbered by the mortgage of such Institutional-Mortgagee; and

6. Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Areas or Association Property; and

7. Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof.

The failure of the Association to send any such notice to any such Institutional Mortgagee shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

is hereby amended to read as follows:

C. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and in the absence of

any specific address at the address of any Dwelling Unit or Lot owned by such Owner; and (ii) the Association, at 13189 94th Avenue North, Seminole, Florida, 34646, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer at 13189 94<sup>th</sup> Avenue North, Seminole Florida, 34646, or such other address or addresses as Developer shall hereafter notify the Association of in writing and such notice to the Association of a change In Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records. Notwithstanding any provision herein to the contrary, the Association may provide notice by electronic transmission in a manner authorized by law for meetings of the Board, committee meetings requiring notice, and annual and special meetings of the Members to any Member who has provided a facsimile number or e-mail address to the Association to be used for such purposes; however, a Member must consent, in writing, to receiving notice by electronic transmission.

Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Lot or Dwelling Unit, together with written request there for from such Institutional Mortgagee, the Association shall timely send to such Institutional Mortgagee the following:

1. A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot or Dwelling Unit; and
2. A copy of any financial statement of the Association which is thereafter sent to the owner of such Lot or Dwelling Unit; and
3. Written notice of any termination by the Association of any professional management of the Common Areas or Association Property, and the assumption by the Association of the self-management of such areas; and
4. Thirty (30) days prior written notice of the cancellation or termination by the Association of any policies of insurance

covering the Common Areas of Association Property or any improvements thereon, or any fidelity bonds of the Association for its officers, Directors, or employees as well as copies of any notices of cancellation by others received by the Association with respect thereto; and

5. Written notice of any damage or destruction to the improvements located on the Common Areas or Association Property which gives rise to net insurance proceeds therefor being available for distribution to the owners of the Contributing Units encumbered by the mortgage of such Institutional-Mortgagee; and

6. Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Areas or Association Property; and

7. Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof.

The failure of the Association to send any such notice to any such Institutional Mortgagee shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By:   
Renee Boullianne, President

Attest:   
Julie Cummings, Vice President

**RESOLUTION NO. 2024-15 AMENDING DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CARIBBEAN COVE**

1. RESOLVED, THAT Article X, which currently reads as follows:

ARTICLE X

ASSESSMENT OF FINES, LIENS, PROCEDURE

A. With respect to any violation by any Lot Owner, Dwelling Unit Owner, their successors, assigns, invitees, guests, lessees, or licensees of these Restrictions and any of the terms, covenants, and obligations set forth herein, the Board shall have the absolute and irrevocable right to establish, levy and assess a fine for each violation, which fine shall not be in excess of ONE HUNDRED DOLLARS (\$100.00), and which fine shall be and constitute an obligation of the Lot Owner and Dwelling Unit Owner and shall become a lien upon the Lot upon the recording of such Claim of Lien as previously provided for the failure of payment of assessments. Such lien shall attach to the Dwelling Unit and the Lot until paid. Said lien shall be foreclosable in the same manner as a lien for operating expenses.

B. In the event that the Board desires to assess and levy such a fine then the Board shall give notice to the Lot Owner or Dwelling Unit Owner responsible for the infraction that the address of the Dwelling Unit or the Lot, as the case may be, which notice shall be sent by certified or registered mail return receipt requested, postage prepaid, identifying the infraction and advising the Lot Owner or Dwelling Unit Owner of the time, date and place at which the Lot Owner or Dwelling Unit Owner can appear and show cause why he should not be levied such a fine. The notice shall further state the amount of the fine intended to be levied and such reasonable details of the infraction such that the Lot Owner or Dwelling Unit Owner can be apprised of the infraction.

At such time designated to show cause why a fine should not be imposed, the Board shall hear such testimony as might be presented by the Lot Owner and Unit Owner and all persons and information which may establish the infraction. After the hearing of

such testimony, in order for a fine to be imposed, the Board must agree by majority vote as to the assessment and the amount of the fine. Any appeal of the ruling of the Board shall be made through a civil suit, de novo, in the appropriate court of appropriate jurisdiction in the county of Pasco. The ruling of the Board shall be considered final and the fine shall be due and payable within ten (10) days of said ruling or the Board shall have the right to file a Claim of Lien against the Property and foreclose in accordance with the procedures customarily used in foreclosing a lien on a mortgage.

is hereby amended to read as follows:

## ARTICLE X

### ASSESSMENT OF FINES, LIENS, PROCEDURE

A. With respect to any violation by any Lot Owner, Dwelling Unit Owner, their successors, assigns, invitees, guests, lessees, or licensees of these Restrictions and any of the terms, covenants, and obligations set forth herein, the Board shall have the absolute and irrevocable right to establish, levy and assess a fine for each violation, which fine shall not be in excess of ONE HUNDRED DOLLARS (\$100.00), and which fine shall be and constitute an obligation of the Lot Owner and Dwelling Unit Owner and shall become a lien upon the Lot upon the recording of such Claim of Lien as previously provided for the failure of payment of assessments. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing. A fine may exceed ONE THOUSAND DOLLARS (\$1,000.00) in the aggregate. A fine of less than ONE THOUSAND DOLLARS (\$1,000.00) may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court. Such lien shall attach to the Dwelling Unit and the Lot until paid. Said lien shall be foreclosable in the same manner as a lien for operating expenses.

If a Lot Owner and Dwelling Unit Owner is delinquent more than ninety (90) days in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend, for a reasonable period of time, the right of Lot Owner and Dwelling



Unit Owner, or a Lot Owner and Dwelling Unit Owner's tenant, guest, or invitee, to use Common Areas and facilities for the failure of the Lot Owner and Dwelling Unit Owner or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Association Bylaws, or reasonable rules and regulations of the Association. This paragraph does not apply to that portion of Common Areas used to provide access or utility services to the parcel. A suspension may not prohibit a Lot Owner and Dwelling Unit Owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

B. In the event that the Board desires to assess and levy such a fine then the Board shall give notice to the Lot Owner or Dwelling Unit Owner responsible for the infraction ~~that~~ at the address of the Dwelling Unit or the Lot, as the case may be, which notice shall be sent by certified or registered mail return receipt requested, postage prepaid, identifying the infraction and advising the Lot Owner or Dwelling Unit Owner of the time, date and place at which the Lot Owner or Dwelling Unit Owner can appear and show cause why he should not be levied such a fine. The notice shall further state the amount of the fine intended to be levied and such reasonable details of the infraction such that the Lot Owner or Dwelling Unit Owner can be apprised of the infraction. The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the date and location of the hearing.

At such time designated to show cause why a fine should not be imposed, ~~the Board~~ a committee of at least three members appointed by the Board, who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee, shall hear such testimony as might be presented by the Lot Owner and Unit Owner and all persons and information which may establish the infraction. After the hearing of such testimony, in order for a fine to be imposed, the ~~Board~~ committee must agree by majority vote as to the assessment and the amount of the fine. Any appeal of the ruling of the Board shall be made through a civil suit, de novo, in the appropriate court of appropriate jurisdiction in the ~~e~~County of

PascoPinellas. The ruling of the Board-committee shall be considered final. After the hearing, the committee shall provide written notice to Lot Owner and Unit Owner at his or her designated mailing or e-mail address in the Association's official records and, if applicable, any occupant, licensee, or invitee of the Lot Owner and Unit Owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the Lot Owner and Unit Owner or any occupant, licensee, or invitee of the Lot Owner and Unit Owner may cure the violation, if applicable.

If the proposed fine or suspension levied by the Board is approved by the committee by a majority vote, the fine payment is due five (5) days after notice of the approved fine is provided to the Lot Owner and Unit Owner and, if applicable, to any occupant, licensee, or invitee of the Lot Owner and Unit Owner. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot Owner and Unit Owner and, if applicable, to any occupant, licensee, or invitee of the Lot Owner and Unit Owner. ~~and the fine shall be due and payable within ten (10) days of said ruling.~~ In the event the fine is not timely paid, the Board shall have the right to file a Claim of Lien against the Property for any fine of ONE THOUSAND DOLLARS (\$1,000.00) or more in the aggregate, and foreclose in accordance with the procedures customarily used in foreclosing a lien on a mortgage.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Covenants, Conditions and Restrictions are hereby ratified, confirmed, and approved.

Dated: 6-24-24, 2024.

CARIBBEAN COVE ASSOCIATION,  
INC.

By: Renee Boullianne  
Renee Boullianne, President

Attest: Julie Cummings  
Julie Cummings, Vice President