


This certificate is prepared by/return to:
McCabe & Ronsman
110 Solana Rd., Unit 102
Ponte Vedra Beach, FL 32082


CERTIFICATE OF AMENDMENT
OF THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR
BULOW SHORES N/K/A SEASIDE LANDINGS AT FLAGLER BEACH

THIS CERTIFICATE OF AMENDMENT of the Amended and Restated Declaration of Covenants, Restrictions, and Easements for Bulow Shores n/k/a Seaside Landings at Flagler Beach, recorded at Book 2339, Page 1371, et seq., of the Official Records of Flagler County, Florida ("Declaration"), is made by the undersigned Officers of Bulow Shores Homeowners Association, Inc., n/k/a Seaside Landings at Flagler Beach Homeowners Association, Inc. ("Association") who certify the attached Exhibits are true and correct copies of the Amendments to the Declaration which were approved in accordance with Article XIII, Section 8 of the Declaration. Except as provided in the exhibits attached hereto, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of the Association have executed this certificate on this 27th day of July, 2020.



Les Abend, President


ATTEST:


Sarah Brittain, Secretary

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27th day of July, 2020, by Les Abend, as President, and by Sarah Brittain, as Secretary, of Bulow Shores Homeowners Association, Inc. k/n/a Seaside Landings at Flagler Beach Homeowners Association, Inc., on behalf of the corporation.





(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: Driver's license

EXHIBIT A

**AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR BULOW SHORES
K/N/A SEASIDE LANDINGS AT FLAGLER BEACH**

The following amendments to the Amended and Restated Declaration of Covenants, Restrictions, and Easements for Bulow Shores n/k/a Seaside Landings at Flagler Beach, recorded at Book 2339, Page 1371, et seq., of the Official Records of Flagler County, Florida (“Declaration”), have been adopted in accordance with Article XIII, Section 8 of the Declaration.

(Additions are indicated by underline, deletions are indicated by ~~strikethrough~~)

**ARTICLE IX
USE RESTRICTIONS**

...

Section 5. LEASES. All leases shall be deemed to provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Homes; that the Owner of a leased Home shall be jointly and severally liable with his/her tenant for compliance with the Bulow Shores Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant; and that every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

All leases shall be for a minimum of one (1) year. All leases must be in writing, and subleasing is prohibited. The Association may adopt a form that Owners must complete incident to any lease of a Home, which may request information the Association may deem appropriate, including, but not limited to, a copy of the lease agreement, the designation of a mailing address for the Owner to receive official Association correspondence, and contact information for the tenants and occupants.

**ARTICLE IX
USE RESTRICTIONS**

...

Section 19. SHORELINE STABILIZATION. Shoreline stabilization shall be accomplished exclusively via natural vegetation material, ~~the articulated mat method,~~ or a bulkhead (with specific exception to Lots 16, 53, 54, and 96 – found below) as found on file with the ARB. Bulkhead materials shall include the use of materials as specified in the Association’s Architectural Guidelines, as amended from time to time ~~timber, vinyl, or concrete.~~ Natural vegetation is required to camouflage the bulkhead as specified in the Architectural Guidelines ~~be planted waterward of any bulkhead, as permitted by any government agencies and as depicted on~~

file with the ARB. Shoreline stabilization is only allowable on the canal and Intracoastal Waterway front lots; no shoreline stabilization is allowed along Bulow Creek. Lots 16, 53, 54, and 96 will be allowed to utilize additional shoreline stabilization through placement of large coquina riprap waterward of the existing shoreline. Permits through the applicable regulatory agencies will be required to be completed prior to any shoreline stabilization by each lot owner.

ARTICLE XI INSURANCE AND CONDEMNATION

The Association shall have the authority to purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. ~~The Association shall have the authority, but not the obligation, to purchase P~~property and casualty insurance ~~in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property and Lots in developments similar to Bulow Shores in construction, location and use.~~

Section 2. PUBLIC LIABILITY INSURANCE. ~~The Association shall purchase A~~a comprehensive policy of public liability insurance naming the Association and, ~~until Declarant no longer owns any Lot within the Property, Declarant as a~~ named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon and use of the balance of the Property, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by one or more persons for any one occurrence; not less than Two Million Dollars (\$2,000,000.00) in ~~total per year~~ the aggregate; and for not less than Twenty-Five Thousand Dollars (\$25,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. ~~The Association shall purchase A~~adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.