

STATE OF FLORIDA

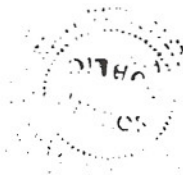
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Dorothy Beebe.

Laurian L. Dushoff
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Jecco Insurance Agency



STATE OF FLORIDA

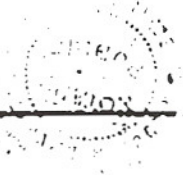
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Margery Wickersham.

Laurian L. Dushoff
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Jecco Insurance Agency



~~STATE OF FLORIDA~~

~~COUNTY OF SARASOTA~~

~~The foregoing instrument was acknowledged before me this
day of _____, 1981 by Fraderic G. Hoppin.~~

~~Notary Public~~

~~My Commission Expires:~~



~~STATE OF FLORIDA~~

~~COUNTY OF SARASOTA~~

~~The foregoing instrument was acknowledged before me this
day of _____, 1981 by May Hoppin.~~

~~Notary Public~~

~~My Commission Expires:~~

03214-1981-11230

~~STATE OF FLORIDA~~

~~COUNTY OF SARASOTA~~

~~The foregoing instrument was acknowledged before me this day of _____, 1981 by _____ of Southeast First National Bank of Sarasota as Trustee for the Estate of Dorothy Cushman~~

~~Notary Public~~

~~My Commission Expires:~~

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of May, 1981 by George Wasey.

Lucian L. Vestal
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Jedco Insurance Agency



STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of May, 1981 by Cornelia Wasey.

Lucian L. Vestal
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Jedco Insurance Agency



STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of May, 1981 by Lucian L. Vestal.

Lucian L. Vestal
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Jedco Insurance Agency

Notary Public, State of Florida at Large
My Commission Expires Sept. 20, 1984
Bonded thru Jedco Insurance Agency



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Dorothy Vestal.

Lucian L. Heston
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Jedco Insurance Agency



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Charles C. Hoge, Jr.

Lucian L. Heston
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Jedco Insurance Agency



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Tania Hoge.

Lucian L. Heston
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Jedco Insurance Agency



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
19th day of May, 1981 by Raffie Wallin.

Lucian L. Heston
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires December 8, 1981
Bonded thru Jedco Insurance Agency



File 1-4393

EXHIBIT "A"

The Property described below shall constitute the lands and improvements which are to be subject to the foregoing Covenants and Restrictions, to-wit:

Lots 7 through 21, inclusive, COCONUT BAYOU SUBDIVISION, as per Plat thereof recorded in Plat Book 5 at Page 18 of the Public Records of Sarasota County, Florida.

For convenience purposes, the above described property has been referred to in the foregoing Restrictions as Cedar Park Circle in order to distinguish the above described property from remaining Lots and Parcels constituting Coconut Bayou Subdivision. As the above described property is not being platted or re-platted, conveyancing of such property shall be with reference to the recorded Plat or Plats of the same.

11-24-04

JUN 1 3 36 PM '81

FILED AND RECEIVED
N. W. HACKNEY, JR.
SARASOTA

112477

203 PAGE 633

AGREEMENT

75132

THIS AGREEMENT made and entered into on this the 5 day of January, 1960, by and between ELERIDGE S. BOYD and HELEN A. BOYD, husband and wife, Parties of the First Part, and COCOANUT BAYOU ASSOCIATION, a corporation not for profit organized and existing under the laws of the State of Florida, Party of the Second Part, which terms "Parties of the First Part" and "Party of the Second Part" shall include their heirs, assigns, successors and personal representatives whenever applicable.

WITNESSETH:

THAT WHEREAS, the Parties of the First Part did heretofore on the 27th day of June, 1952, execute and deliver an indenture of deed to Party of the Second Part, which deed is recorded in Deed Book 294, Pages 246-250 inclusive, Sarasota County Records, wherein Parties of the First Part conveyed to Party of the Second Part the pieces and parcels of land as described in said deed.

AND WHEREAS, in said deed under Restriction numbered 8, the use of Tracts F, G, H and I is restricted to usage as private park areas for beautification purposes.

AND WHEREAS, Party of the Second Part desires said Restriction to be removed in so far as the same may affect the following described pieces and parcels of land, more particularly described as follows, to-wit:

Commence at the Southeast corner of Lot 3, Block 55, as shown on the Plat of Revised Siesta, according to plat recorded in Plat Book 1, Page 243, Manatee County Records, and as contained in E. S. Boyd's Replat of Revised Siesta, Plat Book 4, Page 40, Sarasota County Records; thence East 20 feet to a concrete marker in the center of East Avenue (vacated) for a POINT OF BEGINNING; thence North 50 feet along the center line of East Avenue (vacated) to a point; thence Southwesterly to a point on the South line of said Lot 3 above described, which point is 50 feet from the point of beginning; thence East to the point of beginning.

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203 PAGE 634

ALSO

Begin at the intersection of the Southwesterly line of Lot 35 extended, and the center line of East Avenue, (40' wide-now vacated) as shown on plat of the Re-subdivision of Blocks 1, 2, 3 and 4 (Roberts Point) Revised Siesta, as per plat thereof recorded in Plat Book 1, Page 35, Public Records of Sarasota County, Florida; thence Northwesterly along said Southwesterly line of Lot 35 extended, 115' more or less to waters of boat basin; thence Easterly along the shore of said basin, 85' more or less to a point on the center line of said East Avenue; thence Southerly along said center line, 100' more or less to the F.O.B.; being a part of Block 55 of the Revised Plat of Siesta Subdivision.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar in hand paid, each to the other, it is agreed between the parties hereto as follows:

1. That the Parties of the First Part do hereby remove, delete, release, vacate and set aside the restrictive covenant Paragraph 8. of the deed above described forever in so far as the same shall affect the immediately above described property.

2. That Parties of the First Part do further enlarge Paragraph 8. of the original deed recorded in Deed Book 294, Page 246, Public Records of Sarasota County, Florida, in so far as the same except as released in paragraph numbered 1. above affects Parcels F, G, H and I, and agree that the same shall be restricted and limited to usage as private park areas for beautification purposes and that Party of the Second Part shall have the right to and contours cut, trim, landscape, or otherwise alter the existing vegetation, if it may deem it appropriate.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands and seals, and Party of the Second Part has caused these presents to be signed in its name by its President and attested by its Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of:

Bessie G. Davis

Clara M. Schaffer

As to Parties of the First Part

Harold G. Brown

As to Party of the Second Part

Attest: [Signature]

Edw. S. Boyd (SEAL)

Helene A. Boyd (SEAL)

Parties of the First Part

COCOANUT BAYOU ASSOCIATION

By [Signature]

President
[Signature]
SECRETARY

STATE OF FLORIDA
COUNTY OF SARASOTA

FILED REC. 203 PAGE 635

FILED AND RECORDED
JAN 7 1 28 PM '60
W.A. WILSON, CLERK
SARASOTA COUNTY, FLA.

07R132

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ELBRIDGE S. BOYD and HELEN A. BOYD, husband and wife, to me well known and known to me to be the individuals described in and who executed the foregoing agreement, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Sarasota, Florida, this the 6 day of January, A. D. 1960.

My commission expires.

Berene G. Larr
Notary Public

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY, That on this 7th day of January, A. D. 1960, before me personally appeared J. W. CURTIS and J. A. STEWART, respectively President and Secretary of COCONUT BAYOU ASSOCIATION, a corporation not for profit organized and existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing agreement and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Sarasota in the County of Sarasota, and State of Florida, the day and year last aforesaid.

My commission expires.

Harold G. Blawie
Notary Public

Notary Public, State of Florida at large
My commission expires Dec. 20, 1960.
Bonded by American Surety Co. of N. Y.

This instrument prepared by:
John H. Keane
210 S. Orange Avenue
Sarasota, Florida

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UTILITY EASEMENT AGREEMENT

REC. 792 TR 418

338438

AGREEMENT made this 1st day of November, 1968, by and

between COCOANUT BAYOU ASSOCIATION, INC., a corporation not for profit, acting by and through the authorization of its Board of Directors, hereinafter called the "Association" and SIESTA KEY UTILITIES AUTHORITY, INC., a Florida Corporation, hereinafter called "Utility" (P. O. Box 15115, Siesta Key, Florida).

WITNESSETH: THAT

ASSOCIATION, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and release to UTILITY, its successors and assigns, an easement and right of way of ingress and egress for the sole purposes of installing, removing, altering and maintaining pipes and necessary accessories and appurtenances used in connection with the public utilities and, in particular, water and sewer facilities, together with the right to enter upon the premises hereinafter described for such purposes in, on, under, over, through and along certain private roads situate on the property of ASSOCIATION, said private roads or easements being more particularly described as follows:

An easement across all of the private roads in the Coconut Bayou Subdivision as per plat thereof recorded in Plat Book 5, Page 70, Public Records of Sarasota County, Florida, and Plat Book 5 at Pages 18 through 18-B inclusive.

PROVIDED, however, that the foregoing easement is granted on the condition that UTILITY will, in consideration for the easement and right of way described above, conduct its operations in a manner not to block ingress and egress of the property owners at any time and it will replace and repair in a reasonable time any damage caused by it or its contractors to the bridge, roads or other property of the ASSOCIATION.

ASSOCIATION, its heirs, legal representative, successors and assigns warrants the grants and easements herein granted and will defend the same against all lawful claims and demands.

HARKAVY, MORLEY & WATSON, ATTY.
219 S. ORANGE AVENUE
SARASOTA, FLA. 33577



SARASOTA COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
NOV 24 1968
030

U.S. REC. 702 M 4/14

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and in favor of the heirs, representatives, successors and assigns of the respective parties hereto: PROVIDED, however, that this Utility Easement Agreement shall expire of its own terms if the contemplated work is not commenced within twelve (12) calendar months from the date hereof.

IN WITNESS WHEREOF, Association has caused these presents to be duly executed the day and year first above written.

Witnessed By:

COCOANUT BAYOU ASSOCIATION, INC

John H. Keane
David M. Clark

By: James W. Curtis
James W. Curtis,
President

STATE OF FLORIDA)
) ss
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES W. CURTIS to me known to be the President of the Cocoanut Bayou Association and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed on behalf of Cocoanut Bayou Association, Inc.

IN WITNESS WHEREOF, I have set my hand and official seal in the County and State last aforesaid this 27th day of November, A. D., 1968.



David M. Clark
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA BY LARGE
MY COMMISSION EXPIRES DEC. 26, 1970
BORN [unclear] 1928 [unclear] [unclear]

MAY 19 2 50 PM '69

FILED IN [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear]

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