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SARASOTA COUNTY, FL

Prepared By and
When Recorded Return to:



SHUMAKER.

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Attention: **Saralyn A. Dorrill, Esq.**

AMENDED AND RESTATED
RESTRICTIONS, CONDITIONS AND COVENANTS FOR COCOANUT BAYOU

These Amended and Restated Restrictions, Conditions and Covenants are made by the Cocoanut Bayou Association, Inc., a Florida non-profit corporation (the "Association") and the undersigned record owners of real property located within the County of Sarasota, State of Florida, being more particularly described as follows:

BLOCKS "A," "B", "C" AND "D" OF E.S. BOYD'S REPLAT OF BLOCKS 49 & 50, AND BLOCKS 53, 54, 55, 56, 57, 58, 59, 62, 63, 64, 65 & 66, AS SHOWN ON THE PLAT OF REVISED SIESTA RECORDED IN PLAT BOOK 4, PAGE 40 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A PORTION OF WHICH LANDS WERE REPLATTED BY THE PLAT OF COCOANUT BAYOU SUBDIVISION RECORDED IN PLAT BOOK 5, PAGE 18, 18A AND 18B; A PART OF LOT 32 AND ALL OF LOT 33 OF COCOANUT BAYOU COCOANUT BAYOU OF WHICH WERE REPLATTED BY THE PLAT OF SOUTH COCOANUT BAYOU COCOANUT BAYOU RECORDED IN PLAT BOOK 5, PAGE 70; BLOCK "A" OF WHICH WAS REPLATTED BY THE PLAT OF E.S. BOYD'S COCOANUT BAYOU OF BLOCK "A" RECORDED IN PLAT BOOK 5, PAGE 82; TOGETHER WITH ALL OF THE LAND DESCRIBED IN DEED BOOK 258, 538, ALL OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LESS AND EXCEPT THOSE LANDS DESCRIBED IN EXHIBIT "A" ANNEXED HERETO.

The foregoing real property is hereinafter collectively referred to as the "Cocoanut Bayou Properties".

WHEREAS, on January 29, 1949, E.S. Boyd and Helen A. Boyd, husband and wife, as developers and owners, C.W. Allen, widower, Edith Allen Hall, widow, T. Dana Hill and Marjory Hill, husband and wife, Francis G. Baldwin and Della B. Baldwin, husband and wife, and Robert Houston Grayson and Marguerite Powell Grayson, husband and wife, being all of the previous owners of most of the foregoing described lands did prior hereto execute certain



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restrictions, conditions and covenants which were originally recorded in Deed Book 245, Page 358 of the Public Records of Sarasota County, Florida (the "**Original Restrictions**").

WHEREAS, on May 2, 1952, the Association was formed as evidenced by the Certificate of Incorporation of Cocanut Bayou Association recorded in Book 5, Page 413 of the Public Records of Sarasota County, Florida, for the purpose of, *inter alia*, to enforce the Original Restrictions and maintain, repair and replace common property (the "**Common Property**") which the Association acquired by virtue of that certain Deed from Eldridge S. Boyd and Helen A. Boyd, husband and wife, dated June 27, 1952 and recorded in Deed Book 294, Page 246, of the Public Records of Sarasota County, Florida.

WHEREAS, Eldridge S. Boyd and Helen A. Boyd, husband and wife, as developers, assigned the rights to enforce the Original Restrictions to the Association by virtue of an Assignment recorded in Official Records Book 353, Page 245 of the Public Records of Sarasota County, Florida.

WHEREAS, the Association is and remains a valid and existing corporation not-for-profit conducting its affairs pursuant to the laws of the State of Florida.

WHEREAS, the Original Restrictions have been extinguished by operation of the Florida Marketable Record Title Act, Chapter 712, Florida Statutes, and no longer operate to bind the Cocanut Bayou Properties (with the exception of easements and road rights of way which are not otherwise extinguished by the Florida Marketable Record Title Act, Chapter 712, Florida Statutes).

WHEREAS, a Certificate of Amendment to the Declaration of Restrictions, Conditions and Covenants Cocanut Bayou Subdivision dated June 11, 1990 and recorded in Official Records Book 2219, Page 587 of the Public Records of Sarasota County, Florida were recorded to amend the Original Restrictions, yet failed to do so given the Original Restrictions had already been extinguished by the Florida Marketable Record Title Act, Chapter 712, Florida Statutes.

WHEREAS, the Association and the undersigned owners wish to amend and restate the Original Restrictions (these "**Restrictions**") to benefit and burden the land owned by them within the Cocanut Bayou Properties as hereinafter set forth.

WHEREAS, the Association wishes to amend and restate its Bylaws as set forth in Exhibit "B" annexed hereto (the "**Bylaws**");

WHEREAS, all owners of land within the Cocanut Bayou Properties are eligible to be members of the Association, subject to the approval of the Association as set forth in the Bylaws, and a condition of membership in the Association shall be joinder of an owner or an owner's predecessor-in-title to these Restrictions; it being understood that regardless of the voluntary nature of membership in the Association, once an owner of land within the Cocanut Bayou Properties joins these Restrictions (an "**Owner**"), the Restrictions shall run with the land as hereinafter set forth;

NOW THEREFORE, these Restrictions shall be applicable to the lands owned by the undersigned owners and to additional lands within the Cocoanut Bayou Properties where the owners thereof join the Restrictions at a later date (“**Cocoanut Bayou**”) and shall run with the land and be binding upon all parties and persons claiming under them and shall remain in full force and effect for a period of thirty (30) years from the date of recording of these Restrictions, which shall be extended as provided by law.

1. RESIDENTIAL USAGE ONLY:

No lot in Cocoanut Bayou shall be used for any other than residential purpose, and there shall be but one single family residence on each lot; provided that once a lot has been combined with another lot or a portion thereof, and a residence has been constructed thereon, that combined property shall be considered a single lot for the purposes hereof, and only one residence shall be allowed thereon. However, there may be a private garage, guest house, tool house, or such other outbuildings as may be used in connection with such residence; provided that no such outbuilding or any portion of a residence may be rented, but only an entire residence may be rented. No boat houses shall be allowed. This restriction shall not apply to property owned by the Association which has been specifically set aside for use by, and the enjoyment of the Owners of Cocoanut Bayou.

2. MINIMUM LOT SITES:

No lot in the Cocoanut Bayou shall be divided by an Owner and sold or in the future resold as a separate lot without the consent and written approval of the Association.

3. RULES:

The Association, by its Board, shall have the right to modify, alter, amend, rescind and impose reasonable rules and regulations (the “Rules”) with respect to the use, operation and enjoyment of the Common Property and the requirements of any building restrictions.

4. MAINTENANCE OF LOTS:

It shall be the responsibility of each Owner to maintain his or her property in a good state of condition comparable with adjoining properties and with a desirable neighborhood in accordance with these Restrictions and the Rules. Shrubs and lawns must be kept well-trimmed. Garbage cans, outside storage and clothes lines must be concealed by appropriate planting or fencing. Plant trimming or garden trash must not be thrown into the bayou.

No signs may be placed on the Common Property without the written approval of the Association, except that the associations of Mangrove Point Road, Mangrove Place, Cedar Park Circle and Little Pond Lane may place street name signs at the entrance to their streets.

No permanent signs may be placed on any private property within Cocoanut Bayou other than one small sign bearing the name of the Owner, name of the property and/or

street address. No temporary signs may be placed on any private property within Coconut Bayou other than one small sign, subject to the Rules (if any apply to signs).

5. PARKING.

All recreational vehicles, trailers and commercial vehicles owned by residents shall be parked either within a garage or carport or concealed by appropriate planting and fencing. Recreational vehicles, trailers and commercial vehicles belonging to visitors of residents are limited to a two-week stay per calendar year unless so concealed. No recreational vehicles, trailers or commercial vehicles may be parked overnight on any Common Property, including, but not limited to the streets and roadways.

6. BUILDING SET-BACK REQUIREMENTS:

(a) Required Building Set-Back From Roads:

No building shall be constructed in such a manner that the same, or any part thereof, shall be closer than thirty (30) feet from any of its lot line(s) abutting any public or private road, except upon written consent of the Board of Directors of the Association.

(b) Required Building Set-Back from Side Lot Lines:

No building shall be constructed in such a manner that the same, or any part thereof, shall be closer than fifteen (15) feet of the side lot lines, except upon written consent of the Board of Directors of the Association, but this set-back shall not apply to the dividing side lot line between two lots where one residence is erected partially upon two lots and across such side lot lines.

(c) Required Building Set-Back From Rear Lot Line or Water Front:

No building shall be constructed in such a manner that the same, or any part thereof, shall be closer than twenty (20) feet from the rear lot line or from any of its lot line(s) abutting the water.

7. EASEMENTS:

The Association herein, for itself, its successors and assigns, reserves the right, privilege, easement, and franchise, in and to the roadways and parks in the Coconut Bayou Properties and along the rear five (5) feet of each lot, and along or over the side lines of each lot for the purpose of laying water mains, gas mains, electric light, power, and telephone poles or conduits, and maintaining and repairing same, and the right to connect laterals therewith, and to furnish water, gas, electric light, power, and telephone facilities to the residences of the Coconut Bayou Properties. Further, the Board of Directors of the Association explicitly reserves the right to transfer, dedicate and govern easements within the Common Property.

8. RESERVATION FOR ROADWAY:

The Association herein, for itself, its successors and assigns, reserves title to all roads within the Cocoanut Bayou Properties but explicitly reserves the right to dedicate title to said right-of-ways at any time within its discretion. Notwithstanding any obligation of the Association to maintain, repair or improve the Common Property, the Association shall have the right to assign the responsibility for the maintenance, repair and improvement of Mangrove Point Road, Mangrove Place, Cedar Park Circle and Little Pond Lane to the contiguous Owners thereof. Upon such assignment, the maintenance, repair and improvement thereof shall be conducted in such a manner as may be agreed upon by the Owners concerned, and each Owner shall be responsible for his or her pro rata share of the expense thereof.

9. BUILDING RESTRICTIONS:

All building plans, specifications and site plans for the construction or substantial exterior alteration of any residence, garage, guest house or tool house shall be submitted to and approved in writing by the Board of Directors of the Association, its successors and assigns to assure compliance with these Restrictions and the Rules before construction of any nature is initiated. The Board of Directors shall have thirty (30) days from the receipt of such documentation, in complete form, to respond to such submission; failing which the submission shall be deemed approved. If a new home is built or an existing home substantially rebuilt, then it shall be constructed with not less than 2000 square feet of living space with a garage rather than a carport and with not more than two stories of living space above minimum flood elevation (as determined by applicable FEMA requirements).

Notwithstanding any provision to the contrary set forth in these Restrictions, it is contemplated that certain improvements may not fully comply with these Restrictions as of December 2, 2019, but these non-conforming improvements shall be deemed grandfathered-in and compliant if the Owner thereof joins these Restrictions by December 2, 2019; provided however that any substantial rebuilding of a non-conforming improvement shall not be permitted hereinafter unless such rebuilding is within the footprint of the grandfathered in improvement and provided such rebuilding is permitted and compliant with applicable government rules and regulations, including, but not limited to Sarasota County building and zoning requirements. In no event shall a non-conforming improvement be expanded.

10. DEFAULTS:

A. General Remedies. In the event of a violation by any Owner, his or her guests or invitees of any of the provisions of these Restrictions, the Articles of Incorporation of the Association (the "**Articles**"), the Bylaws or the Rules, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option, have any and all rights and remedies available at law or in equity, which remedies are cumulative, including, but not limited

to the rights of the Association to: (i) impose a reasonable fine against the Owner and/or the tenant; (ii) suspend the Owner's membership in the Association and the associated rights to utilize the Common Property (excluding the private road contiguous to the Owner's Lot); (iii) commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or (iv) take any and all actions reasonably necessary to correct such failure.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expense incurred by the Association in connection with any legal proceedings to enforce these Restrictions, including reasonable attorneys' fees, paralegals' fees and legal assistants' fees shall be assessed against the applicable owner, and shall be due upon written demand by the Association.

B. Responsibility of an Owner for Occupants, Tenants, Guests, and Invitees. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his or her Lot, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Property or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment. Furthermore, any violation of any of the provisions of these Restrictions, of the Articles, or the Bylaws, by any resident of any Dwelling Unit, or any guest or invitee of an Owner or any resident of a Dwelling Unit, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner. An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by such Owner's act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not set by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot, or the Common Property.

C. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by these Restrictions shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

D. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of these Restrictions shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

11. ASSOCIATION MEMBERSHIP:

As further described in the Articles and the Bylaws, any owner of a Lot within the Coconut Bayou Properties who declines to join the Association or who resigns therefrom shall not participate in the benefits of the Association, including, but not limited to access to the Common Properties (which includes access to the beach property owned by the Association),

excluding the private roads contiguous to said owner. Regardless of the voluntary nature of membership in the Association, once an owner of a Lot or said owner's predecessor-in-title to the Lot joins these Restrictions, these Restrictions run with the Lot and are binding upon the Lot pursuant to the terms and conditions hereof.

12. MODIFYING, AMENDING, AND RESCINDED CLAUSE:

The foregoing restrictions, conditions, and provisions may be modified, amended or entirely rescinded by and with the consent of a majority of the owners of lots in Cocanut Bayou.

IN WITNESS WHEREOF, Grantor has caused these Restrictions to be executed in its corporate name by its duly authorized officers this 18th day of Dec, 2019.

Signed, sealed and delivered: Cocoanut Bayou Association, Inc.,
a Florida not-for-profit corporation

[Signature]
Print Name: LAURIE SEESHOLTZ By: [Signature]
Michael Creaturo, as its President

[Signature]
Print Name: Kathy Reader

[Signature]
Print Name: Kathy Reader

By: [Signature]
Karen Jordan, as its Secretary

[Signature]
Print Name: LAURIE SEESHOLTZ

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of DEC, 2019, by Michael Creaturo, as the President of Cocanut Bayou Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

[Signature]
Notary Public
Print Name: LAURIE SEESHOLTZ
My Commission Expires: 8/25/23

Personally Known (OR) Produced Identification
Type of identification produced _____

STATE OF FLORIDA
COUNTY OF SARASOTA



The foregoing instrument was acknowledged before me this 18th day of DEC, 2019, by Karen Jordan, as the Secretary of Coconut Bayou Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Laurie Seesholtz
Notary Public
Print Name: LAURIE SEESHOLTZ
My Commission Expires: 8/25/23

Personally Known (OR) Produced Identification
Type of identification produced _____



LAURIE SEESHOLTZ
Commission # GG 351406
Expires August 25, 2023
Bonded Thru Budget Notary Services

EXHIBIT A
LESS AND EXCEPT LANDS

A portion of Block "C" of E.S. BOYD's Replat of Parts of Blocks 49 & 50 and Blocks 53, 54, 55, 56, 57, 58, 59, 62, 63, 64, 65 & 66, Plat of Revised Siesta, as per plat thereof recorded in Plat Book 4, Page 40 of the Public Records of Sarasota County, Florida, and a portion of the vacated East Avenue Right of Way shown on Plat of Revised Siesta, as per plat thereof recorded in Plat Book 1, Page 243, of the Public Records of Manatee County, Florida, and also recorded in Plat Book "A", Page 38, of the Public Records of Sarasota County, Florida, being more particularly described as follows:

Commence at the most Easterly corner of Lot 34, of A Resubdivision of Blocks 1, 2, 3, & 4 (Roberts Point) of a Plat of Siesta, as per plat thereof recorded in Plat Book 1, Page 35, of the Public Records of Sarasota County, Florida; thence N.45°37'53"W. along the Northeasterly line of said Lot 34, a distance of 118.77 feet to a point on the centerline of the vacated 40' Right of Way of East Avenue for a POINT OF BEGINNING; thence S.0°09'38"W. along said centerline, 6.77 feet; thence S.45°08'14"W., 70.73 feet; thence N.89°52'52"W., 74.23 feet more or less, to the waters of Bayou Nettie (a/k/a Coconut Bayou); thence Northerly and Northeasterly along waters of said bayou, to a point on the Northwesterly extension of the aforesaid Northeasterly line of Lot 34; thence S.45°37'53"E. along said line, 105 feet, more or less, to the Point of Beginning. Lying and being in Section 1, Township 37 South, Range 17 East, Siesta Key, Sarasota County, Florida.

Parcel Identification Number: 0078100044

(INFORMATIONAL NOTE: A Release of Restrictions, Conditions and Covenants Coconut Bayou Coconut Subdivision was recorded in Instrument Number 2017091713 of the Public Records of Sarasota County, Florida to release the foregoing lands described in this Exhibit A from the Original Restrictions, because, at the time, the Association was not aware that the Original Restrictions had expired).