

Prepared By and
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**AMENDED AND RESTATED
BYLAWS
OF COCOANUT BAYOU ASSOCIATION
A NON-PROFIT CORPORATION**

WHEREAS, the original Bylaws for Cocoanut Bayou Association, Inc., a Florida non-profit corporation, were dated May 2, 1952 and amended on November 27, 1990 and recorded in Official Records Book 2282, Page 766 et seq., as amended and restated on February 4, 2020, by virtues of that certain Amended and Restated Bylaws of Cocoanut Bayou Association, Inc., a Florida corporation recorded on April 21, 2020 as Exhibit “B” to the Amended and Restated Restrictions, Conditions and Covenants for Cocoanut Bayou recorded in Official Records Instrument Number #2020052986; as further amended on November 15, 2021 by virtue of that certain Certificate of Amendment to Bylaws of Cocoanut Bayou Association, Inc., a Florida corporation recorded in Official Records Instrument Number #202122263, as corrected of even date herewith, all of the foregoing of the Public Records of Sarasota County, Florida (the “**Bylaws**”) by Cocoanut Bayou Association, Inc., a Florida not-for-profit corporation (the “**Association**”), and

WHEREAS, on November 15, 2021, the board of directors of the Association (the “**Board**”) voted to integrate all of these provisions into a single instrument,

NOW THEREFORE, the Association does hereby amend and restate the Bylaws for the purpose of integrating all of the provisions of the Bylaws together with recently adopted amendments to read as follows:

**ARTICLE I
NAME, LOCATION AND PURPOSE**

- Section 1. **NAME.** The name of the Association shall be the Cocoanut Bayou Association.
- Section 2. **LOCATION.** The principal office of the Association shall be located in Sarasota, Florida.
- Section 3. **PURPOSE.** The Cocoanut Bayou Association consists of property owners who:
(a) own property (individually, a “**Lot**”) within the Cocoanut Bayou Properties as defined in those certain Amended and Restated Restrictions, Conditions and Covenants for Cocoanut Bayou of even date recorded prior hereto (the “**Restrictions**”); (b) have united together to establish and maintain the character

of the community by joining the Restrictions and (c) have been approved by the Association as members and are members in good standing (collectively, “**Members**”). To that end, the Members of the Association have accepted certain restrictions and responsibilities which they believe to be necessary to retain a quiet and attractive atmosphere. Any owner of a Lot within the Cocoanut 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 Property (which includes access to the beach property owned by the Association, but excludes roads contiguous to said owner’s Lot).

ARTICLE II **MEMBERSHIP**

Section 1. **ELIGIBLE OWNERS.** Persons owning real property in the Cocoanut Bayou Subdivision as per plat thereof recorded in Plat Book 5, at Pages 18 through 18-B inclusive, and Plat Book 5, Page 70, of the Public Records of Sarasota County, Florida, and all persons owning property situated in Block A of E.S. Boyd’s Subdivision of Block A of Plat Book 4, Page 40, according to plat thereof recorded in Plat Book 5, Page 82, of the Public Records of Sarasota County, Florida, and also the owners of property described in that certain warranty deed, appearing in Deed Book 258, Page 538 of the Public Records of Sarasota County, Florida, and all persons who now own or hereafter acquire ownership of any of the foregoing properties (collectively, “**Eligible Owners**”), shall, subject to these Bylaws, be eligible to apply for membership in the Association; provided however, that membership of any Member shall cease upon such Member disposing of all of his or her ownership in any of the foregoing described properties.

Section 2. **MEMBERSHIP APPROVAL.** The Association shall promulgate reasonable rules and regulations relative to membership (“**Membership Rules**”). Membership in the Association and all Eligible Owners wishing to become Members, and all current Members shall adhere to all current Membership Rules, Restrictions and Bylaws:

- (a) On an annual basis, the Board shall budget and assess Members of the Association as set forth in Article IV. Section 8. of these Bylaws. At the same time, the Board shall divide the budget by the number of Lots within the Cocoanut Bayou Properties, regardless of whether the Lots are owned by Members, and the resulting figure shall hereinafter be referred to as the “**Inclusive Assessment**”. The Board shall keep records of all assessed, paid and unpaid assessments of Members and of the unpaid Inclusive Assessments of Eligible Owners who are not Members. The Association’s approval of an Eligible Owner for membership may, in the Association’s discretion, be conditioned upon the payment to the Association by the Eligible Owner of any outstanding Inclusive Assessments attributable to the Eligible Owner’s Lot. The Board shall have the discretion to promulgate and apply Membership

Rules as to how such delinquencies shall be handled, including, but not limited, to how far back in time the Board wishes to collect outstanding Inclusive Assessments, whether payment of outstanding Inclusive Assessments includes the highest interest payable by law, additional estoppel fees allowable by law or other charges, and how any collected outstanding Inclusive Assessments of the applicant are applied.

- (b) The Association shall consider whether the Eligible Owner's property, and the improvements located thereon, are in compliance at the time of the membership request or have failed to comply with the Restrictions in the past. Properties within Cocoon Bayou Properties that have improvements that have been grandfathered in as of the date hereof shall be deemed compliant. The Association shall further consider whether the Eligible Owner, his or her guests and/or tenants, are in compliance at the time of the membership request or have been in compliance with the Rules (as defined in the Restrictions).
- (c) The Association may limit consideration of the approval or disapproval of Eligible Owners, for membership to one time a year. Notwithstanding the foregoing to the contrary, if an Eligible Owner is under contract to sell his or her Lot or if a transfer of fee simple title to the Lot is contemplated by an Eligible Owner, then the applicable purchaser or proposed titleholder may apply for membership in accordance with the Membership Rules. As part of the membership application, the Association may require an Eligible Owner to sign a CBA Beach Indemnity and Hold Harmless Agreement. The Association shall endeavor to provide said purchaser or prospective titleholder with an approval or disapproval within thirty (30) days of the Association's receipt of a request for membership.

Notwithstanding any of the above to the contrary, regardless of whether an Eligible Member complies with the above conditions, an Eligible Member will not be approved by the Association for membership unless and until the Eligible Owner joins in the Restrictions and in the event that the Eligible Owner's predecessor-in-title has not already joined the Restrictions of record, then such Eligible Owner's joinder shall be in recordable form.

ARTICLE III **MEMBERS' MEETINGS**

- Section 1. ANNUAL MEETING. The annual meeting of the Members of the Association shall be held during the month of February in each year, or alternatively, on a date and at a time to be set by the Board of Directors. At such meeting, the Members shall elect Directors to serve until their successors shall have been elected and shall conduct such other business as may properly come before the meeting.
- Section 2. SPECIAL MEETINGS. A special meeting of the Members may be called at any time by the President, or in his absence by the Vice President or a majority of the

Board of Directors. It shall be the duty of the President or the Vice President to call a special meeting whenever so requested, in writing, by at least twenty percent (20%) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

Section 3. NOTICE. Written notice of the time and place of all annual and special meetings shall be mailed by the Secretary to each Member at such address as appears on the books of the Association, at least fourteen (14) days before such meeting.

Section 4. VOTING RIGHTS. At each meeting, each Member of the Association shall be entitled to cast one vote in person or by proxy. If a lot is owned by more than one person any of the joint owners may cast the vote or assign the proxy for the lot, provided that if more than one of the joint owners seeks to vote or assign a proxy and the votes do not agree or the proxies are assigned to different persons, no vote shall be counted for the lot in the matter or the proxies shall be disqualified. If a Member owns more than one lot, then the Member shall be entitled to one vote for each Lot.

Section 5. QUORUM. A quorum for the transaction of business at the annual or any special meeting of the membership shall consist of twenty-five percent (25%) of the Members of the Association, present in person or represented by proxy. If, however, such a quorum shall not be present or represented by proxy at any meeting of the Members, the Members present or represented by proxy shall have the power to adjourn the meeting from time to time, without notice, until a quorum shall be present or represented. Any business may be transacted at such subsequent meeting which might have been transacted at the original meeting.

Section 6. ANNUAL REPORT. At each annual meeting, the President shall submit a statement of business done during the preceding year, together with a report of the general financial condition of the Association and the condition of its tangible property.

Section 7. RIGHT TO SPEAK. Members in good standing shall have the right to speak at all open meetings of the Board of Directors and at all meetings of the Members with reference to all designated agenda items. The Board of Directors shall allot five (5) minutes per Member in good standing to speak at a time specified on the meeting agenda. Notwithstanding the foregoing to the contrary, the Board of Directors, in their sole discretion, may expand the duration and frequency of a Member's right to speak as the circumstances may require.

ARTICLE IV **DIRECTORS**

Section 1. NUMBER. The business of the Association shall be managed by the Board of Directors, consisting of not less than five (5) nor more than eleven (11) Directors all of whom shall be Members of the Association and four of whom shall be the

president of the homeowners association, if any, of each of the private roads within Cocanut Bayou, i.e. Little Pond Lane, Cedar Park Circle, Mangrove Point Road and Mangrove Place, or their nominee, and one of whom shall be a Member not living on a private road; and the remainder shall be elected at large. In the event that there is no homeowner association on any particular private road within the Cocanut Bayou, the homeowners of such road shall appoint a Member living on their road to serve as a Director of the Association. The Directors shall receive no compensation for their services.

- Section 2. ELECTION. The elected directors shall be elected annually by the Members, at the annual meeting, and shall hold office as herein provided or until their successors shall be duly elected and qualified.
- Section 3. MEETINGS. Meetings of the Board of Directors may be called at any time by order of the President, or in his absence, by the Vice President, or by any two (2) members of the Board. Notice of such meeting shall be given each director at least forty-eight (48) hours prior thereto. Notice of meetings can be delivered to a director in person, by telephone or by electronic transmission.
- Section 4. QUORUM. A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of a majority of the members of the Board of Directors, but a majority of those present shall have the power to adjourn the meeting to a future time.
- Section 5. EMERGENCY MEETING. An emergency meeting of the Board of Directors may be held without advance notice and a quorum shall consist of the number of Directors present.
- Section 6. ELECTION OF OFFICERS. The Directors shall elect, from their number, the officers of the Association, at the first meeting of the Board following the annual meeting.
- Section 7. VACANCIES AND REMOVALS. Any vacancy occurring in the Board of Directors or among the officers, shall be filled by a majority vote of the remaining directors to serve until the next annual election. Any director or officer may, at any time, be removed for cause by a two-thirds (2/3) vote of the full Board of Directors.
- Section 8. BUDGET, DUES AND ASSESSMENTS. Annual dues and special assessments, if any, shall be established by vote of the Board of Directors. At each annual meeting, the Board of Directors shall submit a proposed budget for the following year and such budget, when approved by a majority of the members present in person or by proxy, shall be the basis for the assessment for that year. Association dues shall be sufficient to cover the pro rata share of each member for all taxes, insurance and maintenance, repair and replacement charges on all lands, exclusive of private roads, held by the Association (for maintenance of private

roads see Article VIII), and for such administrative and operational expenses as may be necessary to operate the Association and for any cost, expense, reserve or capital expenditure pertaining to or for the benefit of the Association or the Common Property, not specifically enumerated herein, but which the Board deems appropriate. At a special meeting called for a vote on a special assessment, the Board of Directors shall submit a proposed special assessment (which is a cost, expense and/or capital expenditure not otherwise approved as part of the annual budget), and such special assessment must be approved by a majority of the members present in person or by proxy. Any and all general and special assessments, together with interest at the highest rate allowable by law, charges and attorneys' fees shall be charge and continuing lien upon the Member's Lot against which each assessment has been made. In the event any Member shall fail to pay assessment charged to the Member within ninety (90) days after it becomes due, the Association, through its Board, shall 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: (a) to suspend and/or terminate the rights of the delinquent Member, his or her guests or tenant, to utilize the Common Property (except for the private road contiguous to the Member's Lot) and (b) to advance on behalf of the defaulting Member the Member's unpaid assessment. A Member's suspension, resignation or termination shall not affect Member's obligation for unpaid delinquent assessments at that time, and any and all future interest and the costs of collection accruing thereon, as well as any and all Inclusive Assessments required to be reinstated as a Member.

Section 10. **POWERS.** The Board of Directors shall have the control and direction of all business and affairs of the Association; they shall be authorized to accept the resignation of any of the directors, officers or agents of the Association; to elect officers and appoint such agents and/or committees of the Association as may be deemed necessary and define their duties; to adopt by a majority vote, whatever rules and regulations they deem necessary to regulate the use of the community property of the Association; to provide for the auditing of the books and account of the Treasurer and generally, to promote and protect the interest of the Association and to exercise all such powers of the Association and to do all lawful acts and things as are, by statute or the Certificate of Incorporation or by these Bylaws, directed or required to be exercised or done by the members.

ARTICLE V **OFFICERS**

Section 1. **OFFICERS.** The officers of the Association shall be the President, Vice President, Secretary and Treasurer. The offices of Secretary and Treasurer may be held by one person.

Section 2. **PRESIDENT.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and directors; he shall sign all contracts, notes, bonds and other evidence of indebtedness, and all

deeds, mortgages and other instruments conveying, encumbering or otherwise disposing of property of the Association or contracting to do so. He shall perform all such other duties as are incidental to his office.

Section 3. VICE PRESIDENT. The Vice President shall have the powers of the President and discharge his duties in the absence or disability of the President, and shall perform such other duties as the Board of Directors shall prescribe.

Section 4. SECRETARY. The Secretary shall keep the minutes of all meetings of the Members and Directors in a book to be kept for that purpose; see that the proper notices are given of all meetings; be the custodian of the records of the corporation and generally perform all duties incidental to that office. The Secretary shall supply a copy of these Bylaws to any real estate broker handling any property within the Cocoonut Bayou Properties that is offered for sale, along with a statement of any delinquent dues or assessments or outstanding Inclusive Assessments applicable to the property.

Section 5. TREASURER. The Treasurer shall have general charge of the business of the Association relative to the receipt and payment of money, the safekeeping of bonds, securities and cash and collections and custody of income. The Treasurer shall keep full and accurate accounts of receipts and disbursements and shall render a statement of his account at any meeting of the Board of Directors if same is requested by the President.

ARTICLE VI **FINANCE**

Section 1. DEPOSITORY. The funds of the Association shall be deposited in such bank or trust company as the Directors shall designate and shall be withdrawn upon the check or order of the Treasurer, or in his absence, the President or Vice President.

Section 2. ACCOUNTING EXAMINATION. The Treasurer of the Association, each year shall present all financial records to the Board for examination of the accounts of the Association.

Section 3. FISCAL YEAR. The fiscal year of the Association shall be from January 1 through December 31.

ARTICLE VII **AMENDMENTS TO BYLAWS**

Section 1. AMENDMENTS. The Bylaws of the Association may be made, altered, or amended, by affirmative vote of two-thirds (2/3) of the Board of Directors of the Association, at a special meeting of the Directors called for that purpose, provided however that fourteen (14) days' notice of the proposed amendment or change be given with the notice of the meeting; except however, no Bylaw may be changed

or amended affecting the maintenance of Little Pond Lane, Cedar Park Circle or Mangrove Point Road and Mangrove Place, without the concurrence of all property owners owning sharing property on the road in question.

ARTICLE VIII
PRIVATE ROADS

Section 1. MAINTENANCE. The maintenance of the private roads, except any road or path located on the Association's beach access lot, shall be the exclusive concern of the property owners owning property thereon, and shall be conducted in such a manner as may be agreed upon by a majority of the property owners concerned. Each property owner shall be responsible for his pro rata share of the expense of such maintenance unless otherwise agreed upon by such property owners. Each Member owning property on Little Pond Lane, Cedar Park Circle, Mangrove Point Road and Mangrove Place agrees to cooperate with the property owners or entity representing those property owners of such road relative to the maintenance of the road.

ARTICLE IX
GENERAL PROVISIONS

Section 1. PRIVILEGES. The privileges of the Association shall extend to all occupants of Members, including tenants, guests or others provided such occupancy is not in conflict with the Restrictions, the Articles of Incorporation, or these Bylaws.

Section 2. PRIVATE USE OF THE COMMON PROPERTY AND ROADS. None of the Common Property or private roads within the Coconut Bayou Properties shall be used for private purposes without the written permission of the Board of Directors.

Section 5. SALE OF PROPERTY. Members offering their property for sale or lease shall advise their realtors, real estate brokers, prospective purchasers and lessees of the the Restrictions, the Rules, the conditions of membership in the Association, including, but not limited to joinder in the Restrictions and that access to the Common Property, more specifically the beach (excluding contiguous roads) is only available to current Members. Eligible Owners who are not Members must become Members pursuant to Article II. Section 2. of these Bylaws, prior to advertising, marketing, listing or claiming that his or her Lot provides access to the Common Property, including the beach (excluding contiguous roads). In the event that an Eligible Owner who is not a Member advertises, markets, lists or claims that his or her Lot provides access to the Common Property including the beach (excluding contiguous roads), then the Board of Directors may consider his or her Lot disqualified from consideration for membership for a period of not less than twelve (12) months from the date of the last such advertisement, claim or the like.

Section 6 DEFAULTS AND REMEDIES:

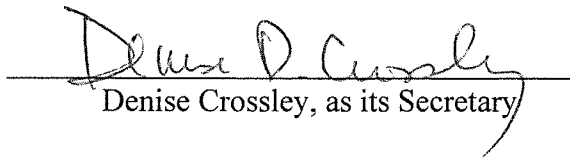
A. General Remedies. In the event of a violation by any Member, his or her guests or invitees of any of the provisions of these Bylaws, the Restrictions or the Rules, the Association shall notify the Member and any tenant of the Member of the violation, by written notice. If such violation is not cured 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 Member 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 Member and/or the tenant and/or (ii) suspend the Member's membership in the Association and the associated rights to utilize the Common Property (excluding the private road contiguous to the owner's Lot). The failure of the Association to enforce any right, provision, covenant or condition which may be granted by these Bylaws shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of these Bylaws 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.

Section 7. MISCELLANEOUS. Capitalized terms that are not defined in these Bylaws shall have the meanings ascribed to them in the Restrictions.

Cocoanut Bayou Association,
Inc., a Florida not-for-profit corporation



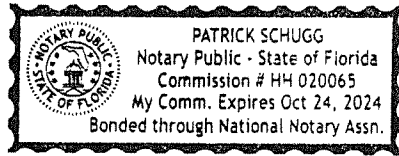
Michael Creaturo, as its President



Denise Crossley, as its Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of December, 2021, by Michael Creaturo, as President of Cocconut Bayou Association, Inc., a Florida non-profit corporation, on behalf of the corporation.

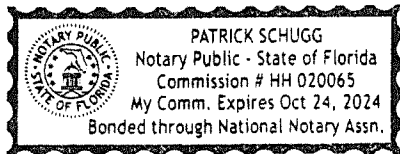


[Signature]
Notary Public
Print Name: Patrick Schugg
My Commission Expires: 10/24/24

Personally Known ___ (OR) Produced Identification X
Type of identification produced FL-DL

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of December, 2021, by Denise Crossley, as Secretary of Cocconut Bayou Association, Inc., a Florida non-profit corporation, on behalf of the corporation.



[Signature]
Notary Public
Print Name: Patrick Schugg
My Commission Expires: 10/24/24

Personally Known ___ (OR) Produced Identification X
Type of identification produced FL-DL