

AMENDED AND RESTATED

**DECLARATION OF RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS
FOR
BAY ISLES UNIT #2 AND UNIT #7**

[Substantial rewording of the Declaration.
See existing document as amended for present text.]

WHEREAS, the Declaration of Restrictions, Limitations, Conditions, and Agreements for **Bay Isles Unit #2** was recorded on February 25, 1977 in Official Records Book 1160, Pages 132 through 206, of the Public Records of Sarasota County, Florida; and

WHEREAS, the plat for **Bay Isles Unit #2** was recorded in Plat Book 24, Page 5 *et seq.* of the Public Records of Sarasota County, Florida. The real property described in **Exhibit "A"** to the Declaration was thereby submitted to create 109 platted lots and certain common areas; and

WHEREAS, an amendment to the Declaration was recorded in Official Records Book 1607, Pages 1888 *et seq.* of the Public Records of Sarasota County, Florida for the purpose of adding the seventeen (17) lots in Bay Isles Unit #7 to the Declaration, and

WHEREAS, the plat for **Bay Isles Unit #7** was recorded in Plat Book 29, Page 20 *et seq.* of the Public Records of Sarasota County, Florida to create an additional 17 platted lots, bringing the total number of lots subject of the Declaration to 126.

WHEREAS, the Declaration was properly revitalized via that **Certificate of Revitalization** recorded in Official Records Instrument Number 2009054525, 87 pages, of the Public Records of Sarasota County, Florida on May 7, 2009, and

WHEREAS, the Amended and Restated Declaration of Restrictions, Limitation, Conditions and Agreements for **Bay Isles Unit #2 and Unit #7** was recorded at Official Records Instrument Number 2011098590 of the Public Records of Sarasota County, Florida on August 24, 2011; and

WHEREAS, a majority of the Board of Directors of **Bay Isles Bayou Association, Inc.** voted to propose and approve these amendments, at a duly noticed and convened Board meeting held on February 23, 2023, to the Declaration pursuant to Article XV, Section 5 of the Amended and Restated Declaration, and

WHEREAS, the proposed Amended and Restated Declaration was approved by not less than two-thirds of the voting interests of the members represented in person or by proxy at a duly noticed membership meeting held on March 24, 2023 at which a quorum was attained, but in no event by less than 64 affirmative votes (a majority of the total voting interests of 126).

NOW THEREFORE, **Bay Isles Bayou Association, Inc.** ("Association"), the not-for-profit corporation in charge of the operation and control of the properties more fully described in Article II hereof, does hereby amend and restate the Declaration of Restrictions, Limitations, Conditions, and Agreements for **Bay Isles Unit #2 and Unit #7** for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be

covenants running with the property and binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration, Articles of Incorporation, Bylaws or Rules and Regulations (unless the context shall prohibit such construction) shall have the following meanings:

1.1 “Architectural Review Committee” or “ARC” shall mean the Architectural Review Committee of the Association that is responsible for the administering and performing the architectural review and control functions of the Association pursuant to Article VI of the Declaration.

1.2 “Architectural Planning Criteria” or “APC” shall mean the physical, structural, and aesthetic criteria adopted, amended, or rescinded by resolution of the Board of Directors of the Association for use by the Architectural Review Committee.

1.3 “Articles of Incorporation” shall mean the Articles of Incorporation of the Association, as subsequently amended from time to time

1.4 “Assessment” shall mean a sum or sums of money payable to the Association by the Owners of one or more Lots as authorized in the Governing Documents, which if not paid by the Owner of Lot, can result in a lien against the Lot.

1.5 “Bay Isles Bayou Association” or “Association” shall mean **Bay Isles Bayou Association, Inc.**, a Florida corporation not for profit.

1.6 “Bay Isles” shall mean all of the property commonly known and referred to by such name as more particularly described in the Bay Isles Covenants.

1.7 “Bay Isles Association” shall mean **Bay Isles Association, Inc.**, a Florida corporation not for profit, which corporation has been formed for the primary purpose of owning, improving, maintaining and managing the Common Area of Bay Isles and whose membership shall be comprised of all Owners of property in Bay Isles.

1.8 “Board” or “Board of Directors” shall mean the Board of Directors of the Association.

1.9 “Bylaws” shall mean the Bylaws of the Association, as subsequently amended from time to time.

1.10 “Committee” shall mean a group configured of Board members, Lot Owners, and others with relevant expertise appointed by the Board to take action as defined by and on behalf of the Board.

1.11 “Common Area” or “The Commons” shall mean all real property located in Bay Isles which has heretofore been specifically set aside by Developer or deeded to Bay Isles Association for the common use and enjoyment of all property owners in Bay Isles as members of Bay Isles Association.

1.12 “Covenants” or “Bay Isles Covenants” shall mean the Declaration of Covenants

applicable to all of Bay Isles as recorded in Official Record Book 1116, Page 1858 *et seq.* of the Public Records of Sarasota County, Florida, as subsequently amended from time to time.

1.13 “**Days**” shall mean calendar days.

1.14 “**Developer**” shall mean Arvida Corporation, its successors or assigns.

1.15 “**Governing Documents**” shall mean the Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations of the Association, the Architectural Planning Criteria, and all duly-adopted and recorded exhibits, supplements, amendments thereto, all as amended from time to time.

1.16 “**Homeowners Association Act**” or “**HOA Act**” means Chapter 720, Florida Statutes, as it existed on the date the Declaration was originally recorded in the Public Records of Sarasota County, Florida.

1.17 “**Limited Common Area**” shall mean any and all real property located within **Bay Isles Unit #2 and Unit #7** which was specifically set aside by Developer or deeded to Bay Isles Association for the exclusive and limited use of the abutting property Owner, which limited usage shall be specified either by Developer or by Bay Isles Association.

1.18 “**Limited Private Roads**” shall mean those roads which are common only to a certain limited area of Bay Isles (such as a specific subdivision or condominium) and which are available for the common use and enjoyment only of the Owners of Property in such limited area, which road shall be maintained by a neighborhood or condominium association.

1.19 “**Lot**” shall mean any numbered lot as reflected on the plats of **Bay Isles Unit #2 and Unit #7** as described in Article II hereof, including all improvements located thereon. There is a total of one hundred and twenty-six (126) Lots in **Bay Isles Unit #2 and Unit #7**.

1.20 “**Owner**”, “**Lot Owner**” or “**Member**” shall mean the record owner, whether one or more persons, corporations, or other legal entities, of the fee simple title to any Lot.

1.21 “**Neighborhood Common Area**” shall mean any and all real property located within **Bay Isles Unit #2 and Unit #7**, which was specifically set aside by Developer or deeded to Bay Isles Bayou Association for the common use and enjoyment of all Owners of Property in **Bay Isles Unit #2 and Unit #7** as members of Bay Isles Bayou Association.

1.22 “**Public Roads**” shall mean those roads or streets within Bay Isles dedicated to the Town of Longboat Key or other governmental authority and to be maintained at public expense.

1.23 “**Private Roads**” shall mean those roads which are common to Bay Isles as a whole and which are available for the common use and enjoyment of all owners in Bay Isles, which roads are to be maintained by Bay Isles Association.

1.24 “**Property**” shall mean all the lots or other parcels of land located in Bay Isles Unit #2 and Unit #7 as described in Article II hereof, including all improvements located thereon.

1.25 “**Rules and Regulations**” and “**Rules**” shall mean the rules and regulations adopted,

amended or rescinded by resolution of the Board of Directors of the Association.

1.26 “Special Assessment” shall mean any Assessment levied against a Lot Owner other than the Assessment required by a budget adopted annually by the Board.

1.27 “Voting Interests” shall mean the voting rights of the Members of the Association pursuant to the Governing Documents.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Sarasota County, Florida, and is legally described as follows:

Bay Isles Unit #2, as per plat thereof recorded in Plat Book 24, Pages 5, 5A, 5B and 5C, Public Records of Sarasota County, Florida; and

Bay Isles Unit #7, as per plat thereof recorded in Plat Book 29, Pages 20 and 20A, Public Records of Sarasota County, Florida. (A replat of Tract A, Bay Isles Unit #2).

Said property is sometimes hereinafter referred to as the “Subdivision” or **Bay Isles Unit #2 and Unit #7**.

ARTICLE III REQUIRED MEMBERSHIP IN BAY ISLES ASSOCIATIONS

3.1 Planned Unit Development. This Subdivision is an integral part of a larger development known as “**Bay Isles**”. All of Bay Isles was developed as a planned unit development (“PUD”) in accordance with an Outline Development Plan approved by the Town of Longboat Key. In connection with such development, Common Areas were set aside by the Developer or deeded to Bay Isles Association as a portion of the required open space of said development and made available for the common use, enjoyment, or benefit of all property owners in Bay Isles. Said Common Area may include, by way of illustration and not by way of limitation, private roads, waterways, lakes, ponds, bicycle and other paths, walkways, parks and other open areas. These Common Areas were designated as such either on plats or in other documents recorded in the Public Records of Sarasota County, Florida. In addition, Neighborhood Common Areas were set aside by the Developer in some subdivision or condominium area or deeded to subdivision or condominium associations as a portion of the required PUD open space and, in such event, made available for the common use and enjoyment only of the owners of property in such designated subdivision or condominium areas. These Neighborhood Common Areas were designated as such either on plat or in other recorded documents.

3.2 Membership in the Bay Isles Association. In order to establish, protect and preserve the orderly development of Bay Isles as a planned unit development, Owners of Lots in this Subdivision shall be required to become members of Bay Isles Association and to maintain such membership in good standing. A member does not have authority to act for the Bay Isles Association by virtue of being a member.

3.3 Bay Isles Association. Bay Isles Association shall own, improve, maintain and manage the Common Areas of Bay Isles in accordance with the Bay Isles Association’s Articles of Incorporation, Bylaws, the Bay Isles Covenants and in accordance with any and all applicable ordinances of the Town of

Longboat Key regulating planned unit developments.

3.4 Right of Assessment. As provided in the Bay Isles Covenants, Bay Isles Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the Lots in this Subdivision.

ARTICLE IV REQUIRED MEMBERSHIP IN BAY ISLES BAYOU ASSOCIATION

In order to establish, protect and preserve the quality of this Subdivision, all Owners of Lots in this Subdivision shall be required to become Members of Bay Isles Bayou Association and to maintain such membership in good standing. A Member does not have authority to act for the Association by virtue of being a Member. There shall be one (1) vote per Lot, which vote may be cast as provided in the Bylaws.

4.1 Purposes and Objectives. The purposes and objectives of the Association are to ensure to all of its Members a continuing and concerted program for the maintenance and management of Neighborhood Common Areas, to enforce these Covenants and Restrictions, and to perform such other duties as may be assigned to it by this Amended and Restated Declaration, the Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws attached hereto as Exhibits "B" and "C" respectively.

4.2 Conflict. In the event of any conflict, the priority of the Governing Documents, and the order in which they shall take precedence, shall be: (1) Declaration; (2) Articles of Incorporation; (3) Bylaws; (4) Rules and Regulations; all as amended from time to time.

4.3 Approvals. Unless the approval or action of Owners, and/or a certain specific percentage of the Board is specifically required in this Declaration, the Articles or Bylaws, the Architectural Planning Criteria, applicable Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

4.4 Property. The Association has the power to acquire property, both real and personal. The power to acquire and dispose of personal property shall be exercised by the Board. The power to acquire and dispose of real property may be exercised by the Board but only after approval by not less than two-thirds (2/3rds) of the Voting Interests in person or by proxy at a duly noticed meeting at which a quorum of Members has been obtained.

4.5 Insurance.

(A) Public Liability Insurance. The Association shall obtain and maintain public liability insurance in such amounts and with such deductibles as the Board may deem appropriate and reasonable, and casualty insurance on insurable improvements located on or within the Neighborhood Common Area.

(B) D&O and Umbrella Insurance. The Board may also elect to acquire and maintain Directors and Officers ("D&O") and Workers Compensation insurance to protect the Board members, officers, and volunteers from liability and other expenses. The Board may also elect to acquire and maintain umbrella insurance in the amount and with the deductible it determines reasonable and appropriate.

(C) Fidelity Bonding. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this subsection, the term “persons who control or disburse funds of the Association” includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of any insurance or bond.

(D) Institute Actions and Hearings. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Members concerning matters of common interest to the Members, including, but not limited to, the Neighborhood Common Areas; representations of the Developer pertaining to any existing or proposed commonly used facility; and protesting ad valorem taxes on commonly used facilities. The Association may defend actions in eminent domain or bring inverse condemnation actions.

(E) Compromise and Settle Claims. The Board shall have authority to compromise and settle all claims against the Association, except as may be otherwise provided by law, but nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

(F) Approval of Certain Litigation. Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000, the Association must obtain the affirmative approval of a majority of the Voting Interests present in person or by proxy at a duly noticed meeting of the membership at which a quorum has been attained. This subsection does not limit any statutory or common-law right of any individual Member or class of Members to bring any action without participation by the Association.

ARTICLE V NEIGHBORHOOD COMMON AREA

5.1 Management and Oversight. The Association shall be responsible for management and oversight of maintenance, repair, and replacement of the Neighborhood Common Area, and all improvements thereon, including without limitation the paved and unpaved portions of the Limited Private Roads. The maintenance responsibilities of the Association include the authority to maintain, remove, replace, alter, supplement or otherwise address all Neighborhood Common Area landscaping (such as trees, shrubs, lawn areas, plantings, etc.) as determined to be in the best interests of the Subdivision in the discretion of the Board.

5.2 Additions, Alterations or Improvements. The protection, maintenance, repair, insurance, and replacement of the Neighborhood Common Area is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Neighborhood Common Area costing the Association more than twenty (20) percent of the total annual budget in the aggregate in any calendar year without approval from at least two-thirds (2/3) of Voting Interests present in person or by proxy at a duly noticed and convened membership meeting. Alterations or additions costing less than this amount may be made with only Board approval. If work reasonably necessary to protect, maintain, repair, or replace the Neighborhood Common Area also constitutes a material alteration or substantial addition to the Neighborhood Common Area, no prior Owner approval is required.

5.3 Maintenance of Certain Easements, Street Signs and Traffic Control Signs. The Association shall maintain, repair and replace all street signs and traffic control signs located within the Subdivision that are not maintained by the Town or Bay Isles.

5.4 Easements. Every Owner shall have a right and easement of enjoyment in and to the Neighborhood Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(A) The right of the Association to suspend the voting rights and right to use of Neighborhood Common Areas by any Owner, and the tenants and guests of the Owner, for any period during which any Assessment, Special Assessment, fee, fine or other monetary obligation due to the Association is delinquent in excess of 90 days. This subsection 5.4(A) does not apply to that portion of Neighborhood Common Areas used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or tenant of a Lot from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

A Voting Interest or consent right allocated to a Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the HOA Act or pursuant to the Governing Documents. The suspension ends upon full payment of all obligations currently due or overdue to the Association. All suspensions imposed pursuant to Subsection 5.4(A) must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Lot Owner and, if applicable, the Lot's occupant, licensee, or invitee by mail or hand delivery. The suspensions permitted by Subsection 5.4(A) apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Lots owned by a Member.

(B) The right of the Association to dedicate or transfer all or any part of the Neighborhood Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by not less than two-thirds (2/3) of the Voting Interests in person or by proxy at a duly noticed meeting at which a quorum of Members has been obtained.

(C) The right of the Association to establish, modify, amend, rescind, and enforce Rules and Regulations regarding the Lots and the use of the Neighborhood Common Area, including but not limited to speed limits on Limited Private Roads.

(D) The right of the Association to grant easements over the Neighborhood Common Areas.

(E) The right of the Association to borrow money for the purpose of improving the Neighborhood Common Area and in aid thereof to pledge Assessments as collateral for such loan; however, the Association shall not mortgage the Neighborhood Common Area.

5.5 Delegation of Use. Any Owner may delegate the right of enjoyment to the Neighborhood Common Area and facilities to the members of his or her family or tenants who reside on the property.

5.6 Neighborhood Common Area Alterations or Improvements. No person shall, without the written approval of Association's Board of Directors, do any of the following on any part of the Neighborhood Common Area; install, build, or place any fence, improvement or structure; erect or maintain a sign; store any property; commit waste, leave debris or create or maintain a nuisance; operate motorized vehicles for any purpose other than as a means of transportation on the roads; permit the running of unleashed animals; light any fires; trim or fell any trees, shrubs or damage or remove any landscaping; interfere with any drainage, utility, or access easements; discharge any liquid or material, other than natural drainage, into any lake, pond, or watercourse; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus.

ARTICLE VI ARCHITECTURAL CONTROL

6.1 Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, dock, davits, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed, built, kept or maintained on or upon any Lot, nor shall any addition, improvement, demolition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding improvements and structures and topography and as to conformance with the Architectural Planning Criteria of the Association as the same may be amended from time to time hereafter. Furthermore, refusal of approval of plans and specifications by the Association may be based upon any ground, including purely aesthetic grounds, which in the sole and reasonable discretion of the Association shall be sufficient.

6.2 Architectural Review Committee. The architectural review and control functions of the Association shall be administered and performed by the **Architectural Review Committee** (the "ARC"). Members of the ARC, who shall number no less than three, shall be appointed by and shall serve at the pleasure of the Board of Directors. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the appointment of a replacement member by the Board of Directors.

6.3 Powers and Duties of the ARC. The Architectural Review Committee shall have the following powers and duties:

(A) Modification of Architectural Planning Criteria. To recommend, from time to time, to the Board of Directors modifications and/or amendments to the **Architectural Planning Criteria**. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the Board of Directors at a Board meeting duly called and noticed for such purpose and at which a quorum is present and voting. Notice of any duly adopted modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each Member of the Association using authorized e-mail, publishing on the community website, hand delivery, or delivery by the USPS or a premium mail and package service, provided that, the delivery to each member of the Association of notice and a copy of any modification

or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) Submission of Plans. To require submission to the ARC of no less than two (2) complete sets, one electronic and one paper copy, of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, dock, davits, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot. In addition, the ARC may require submission of plans for the grading of any Lot and plans reflecting the proposed elevation of the floor slab of any house to be built on such Lot. Any increase in the elevation of the existing grade of a Lot shall be accomplished so as to not increase the surface water runoff from such Lot onto neighboring properties. Whenever required by the ARC, the Owner of such Lot shall also furnish a drainage plan for the Lot. The ARC may also require submission of samples of building materials proposed for use on any Lot and may require such additional information as reasonably may be necessary to completely evaluate the proposed improvement or structure in accordance with this Declaration and the Architectural Planning Criteria. In order to facilitate the preparation and ultimate approval of construction plans, any Owner may submit preliminary drawings or other writings prior to the preparation and submission of the final working drawings and specifications and the ARC agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon.

(C) Approval of Plans. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, dock, davits, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement or change, modification or demolition thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. Upon final approval of an Owner's plans either as originally submitted or as subsequently modified in accordance with the recommendations of the ARC, one copy of the electronic set of such plans shall be marked "ARC approved" and returned to the Owner and one copy of the electronic set shall be retained in the permanent files of the ARC. All final decisions of the ARC shall be submitted in writing to the Board of Directors, and evidence thereof may be made by a certificate, in recordable form, executed by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors within thirty (30) days of the mailing of notice of such decision, for a review thereof. The determination of the Board of Directors upon reviewing any such decision shall in all events be final and dispositive.

(D) Fees and Security Deposits. To adopt and amend from time to time a schedule of reasonable fees for processing requests for ARC approval of proposed improvements or structures, as well as security deposits to be posted by Owners prior to the commencement of any work. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARC. All security deposits shall be delivered to the Association prior to the commencement of any work, and no work may commence until the applicable security deposit is posted. Security deposits will be held by the Association and may be drawn upon in the event of any damage to Association property, Common Areas, Neighboring Common Areas, Private Roads, or the Association, as determined by the Board of Directors in its sole discretion, including in the event of a delay in completion of the project or the levying of fines by the Association. The Association shall provide written notice to the appropriate party within ten (10) days of drawing upon the security deposit, and may, in the Board of Directors sole discretion, require the security deposit to be replenished or the posting of a larger security deposit, in which case no additional work may take place until the security deposit is increased or replenished. Security deposits, or remaining portions

thereof, will be refunded upon completion and final inspection of the project, and a satisfactory site inspection by the ARC showing no damage to Association property, Common Areas, Neighboring Common Areas, Private Roads and no outstanding fines, Assessments or Special Assessments.

(E) Failure to Approve. Should the ARC fail to either approve or disapprove the plans, with or without conditions, and specifications submitted to it by the Owner of a Lot within thirty (30) days after written request therefor together with all required information, security deposits and fees (with the thirty (30) days to commence upon the Association's receipt of the last of the plans and specifications, information, documents, security deposits and fees), then such approval shall not be deemed to be required in such instance; provided, however, that (i) in no event shall any improvement or other structure be erected or be allowed to remain on any Lot which violates any of the other Covenants or Restrictions of the Association (including, without limitation, the Rules and Regulations and the Architectural Planning Criteria), and (ii) any subsequent submission of additional materials to the ARC pertaining to an existing request shall restart the thirty (30) day response time.

6.4 Time Limitations Pertaining to Damage, Demolition, and Construction Fines. In order to preserve a harmonious and aesthetically pleasing community, and to protect and promote the value of Bay Isles, the Lots, Common Areas, and any and all improvements located therein or thereon, the following restrictions shall apply to damage, demolition, or construction on an Owner's Lot:

(A) Damage. In the event of any damage to an Owner's improvements or structures, the Owner shall: (i) remove all loose debris and return the Lot to a reasonably neat and attractive state within thirty (30) days of the event causing the damage; and either (ii)(a) complete any and all necessary repairs of the damaged improvements or structures within six (6) months of the event causing the damage in a manner consistent with the original construction (allowing for necessitated changes or improvements due to changes in applicable building codes), (b) complete reconstruction in a manner consistent with such other plans and specifications as are approved in accordance with this Article VI within the time limitation established by subparagraph 4(C) hereof, or (c) voluntarily demolish the remainder of the improvements or structures in accordance with subparagraph 4(B) hereof. The Board of Directors may, in its, sole discretion, provide reasonable extensions for any of the foregoing time limitations if justified by the circumstances.

(B) Demolition. Any voluntary demolition or teardown of an improvement or structure shall be completed by the Owner within sixty (60) days of the first occurrence of either an event causing the damage which necessitated the demolition and/or the commencement of demolition (as applicable). Demolition shall not be deemed completed unless and until the applicable portions of the Lot are cleared of all debris and ruins and the Lot is restored to a neat, attractive, and landscaped condition.

(C) Construction. If onsite construction does not commence on work for which plans and specifications have been approved within six (6) months after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing the proposed work. Once onsite construction is commenced, it must be diligently pursued to completion. All construction other than repairs conducted pursuant to subparagraph 4(A) hereof, shall be completed within fifteen (15) months commencement. The Board of Directors may, but shall not be obligated to, and in its sole and absolute discretion, provide a one-time extension of an additional three (3) months, for a total construction period of eighteen (18) months, if justified by the circumstances. For the purposes of this subparagraph 4(C): (i) the term "commencement" shall mean the earlier of (A) the recordation in the public records of a "notice of commencement" pertaining to the construction, or (B) the actual start of onsite work on any (1) project staging, (2) sitework (including, with limitation, grading, excavation, utilities, and/or

driveways), and/or (3) structural elements (including, without limitation, beams, columns, formwork, foundations, framing, piles, posts, rebar placement, slabs, and/or wall); and (ii) the term "completed" shall mean the latter of either (A) the date the Town of Longboat Key issues its Certificate of Occupancy, or (B) the date on which fee Owner is entitled to receive a Certificate of Occupancy from the Association pursuant to the terms of this Declaration and/or the Association's other governing documents.

(D) Fines and Liens. In order to ensure compliance with the time limitations specified in subparagraphs 4(A), 4(B), and/or 4(C) as applicable, a fine of Two Hundred Dollars (\$200.00) per day, not to exceed an aggregate of Twenty-Thousand Dollars (\$20,000.00), shall be levied by the Association for each day that an Owner exceeds the applicable time limitation. A Lot's separate violations under 4(A), 4(B), and/or 4(C) arising out of the same circumstances shall be subject to separate \$200 per day fines for each such violation, but all shall be subject to the same maximum aggregate of \$20,000. The Association may draw upon a security deposit posted by the Owner to satisfy and pay such fines levied by the Association. The Association shall have a lien against a Lot and all improvements thereon for all fines in excess of One Thousand Dollars (\$1,000.00) levied pursuant to this subparagraph 4(D). The Association shall have the same rights pertaining to liens created pursuant to this subparagraph 4(D) as the Association possesses pertaining to liens created pursuant to Article XIII, subparagraph 8 of this Declaration.

(E) Time Limitation on Completion of Construction. All construction shall be completed within fifteen (15) months of the commencement date of construction or any authorized extension thereof. In order to ensure completion within this time limitation, a surety bond shall be posted by the Owner-builder. No certificate of occupancy shall be approved by the Association until structures and landscaping have been completed according to approved plans. No occupancy of such premises shall be permitted until a certificate of occupancy is issued by the Association, which shall be in addition to the Certificate of Occupancy issued by the Town of Longboat Key.

(F) Force Majeure. Notwithstanding anything in this section to the contrary, the Board will, based on facts as known and circumstances, grant extensions of time upon the occurrence of an event outside the reasonable control of a Member that prevents the Member from meeting his obligations.

6.5 Certificates of Occupancy. No Certificate of Occupancy shall be approved by the Association until structures and landscaping have been completed according to approved plans. No occupancy of such premises shall be permitted until a Certificate of Occupancy is issued by the Association, which shall be in addition to the Certificate of Occupancy issued by the Town of Longboat Key.

If an Owner's improvements are substantially complete with only minor work to be completed, the Association may (but shall, not be obligated to; and in its sole and absolute discretion) issue a Certificate of Occupancy subject to specific written conditions of approval; conditioning such Certificate of Occupancy upon the specified conditions being met or changes being made by a date certain (which date shall not be less than seven (7) calendar days after the date of the Certificate of Occupancy). If the Association issues a Certificate of Occupancy subject to conditions of approval, and the Owner fails to timely satisfy all conditions of approval, then each unfinished condition of approval shall be deemed a separate violation of this Declaration and shall be subject to enforcement by the Association. Any fines pertaining to such violations shall be deemed to run from the date that the Association issued its Certificate of Occupancy which was subject to the conditions of approval.

ARTICLE VII RESTRICTIONS

7.1 Residential Use. The Lots subject to these Covenants and Restrictions must be used for residential living units and for no other purpose; provided, however, that this restriction shall not be deemed to apply to Common Areas or to Neighborhood Common Areas. No business or commercial building may be erected on any Lot and no business or commercial use may be conducted on or in any part thereof except Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, if confined solely within the dwelling on their Lot, but only if the activity is in compliance with home occupation ordinances and regulations of the Town of Longboat Key and Sarasota County, and the activity cannot be seen, heard or smelled by other residents of the Subdivision, and provided further that no activity shall be permitted that results in an increase in pedestrian or vehicular traffic in the Subdivision, nor shall any activities be permitted that would constitute a dangerous activity, all in the reasonable opinion of the Board.

7.2 No Trailers or Temporary Buildings. No tents, trailers, PODS, storage containers, moving vans, inoperable vehicles, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Association's Board of Directors.

7.3 Garages Required. No house shall be constructed on any Lot without provision for a garage or carport adequate to house at least two (2) large-sized motor vehicles; provided, however, that the ARC shall approve carports only in those situations where construction of a garage is deemed impracticable. All garages must have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when a garage is in actual use, garage doors must be kept closed. No garage shall be converted to any use other than primarily for the parking of motor vehicles and/or the storage of personal property.

7.4 Antenna. No television, radio, satellite, or other antenna or satellite system may be installed on the Neighborhood Common Areas by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed within a Lot subject to compliance with the following requirements:

(A) Permitted Antennas. Permitted antennas include (collectively hereinafter referred to as "Antennas"):

- (1) Direct broadcast satellite dishes (DBS) that are less than one meter in diameter; or
- (2) Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement; or
- (3) Other devices as approved by from time-to-time by the Board of Directors.

(B) Location and Color of Antennas. To the extent feasible, all Antennas must be of a color that is compatible with the exterior of the building and be placed in a location to minimize annoyance or inconvenience to other residents of the Subdivision if this placement would still permit reception of an acceptable quality signal.

(C) Safety Requirements. To safeguard the safety of the Lot Owner, occupants of the Lot in which the Antenna is located, neighboring Lot Owners, and other Owners and Members in the Subdivision, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the Antenna, if any, hiring

licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the Antennas away from power lines and other potentially dangerous areas, installing and using the Antenna in accordance with safety recommendations and requirements of the Antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the Antenna, and installation requirements to properly secure the Antenna.

(D) Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay Antenna installation, maintenance or use; unreasonably increase the cost of Antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Lot Owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive ARC approval prior to installation. However, any installation must be in accordance with these provisions and reasonable Rules and Regulations adopted by the Board to interpret these restrictions and regulations.

7.5 Boats and Motor Vehicles. No boats, campers, recreational vehicles or other motor vehicles, except passenger motor vehicles, shall be placed, parked or stored upon any Lot unless fully contained within a garage, nor shall any maintenance or repair, with the exception of cleaning or checking of fluids and tire pressures, be performed upon any boat or motor vehicle upon any Lot.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked at the Subdivision during the time they are actually providing a service a Lot; (ii) boats, trailers, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in the driveway of a Lot when they are being actively loaded or unloaded, but in no event more than 48 hours in any seven (7) day period; and (iii) any of the prohibited vehicles may be parked or stored in a garage provided the garage door is kept closed at all times except when the garage is being actively used. Permitted motor vehicles must be parked in a garage or on a driveway and may be temporarily parked on a street, but in no event may overnight parking occur on a repeated or continual basis so as to materially violate the general prohibition on overnight parking on a street.

7.6 Landscaping. A landscaping plan for each home must be submitted to and approved by the ARC prior to commencement of landscaping. A landscaping plan shall include: (a) a landscaping scheme; (b) a listing of the plant stock included in the scheme; and (c) the size of such stock at the time of planting. Sodding will be required on all front and side yards. Seeding and/or sprigging will be permitted in the rear yards. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a complete substitute for a grass lawn but Florida-friendly landscaping features may be submitted for approval. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots.

7.7 Trees. No tree shall be cut down or otherwise destroyed, as permitted under the Tree Code of the Town of Longboat Key, without the prior express written consent of the ARC.

7.8 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved in writing by the ARC.

7.9 Screening of Air Conditioner Compressors, Electrical Transformers, and Garbage Containers. All garbage or trash containers must be located within screened or walled-in areas so that they shall not be visible from adjoining streets, Lots or waterways. Air conditioner compressors, pool pumps and equipment, generators, and electrical transformers shall be similarly screened from view and buffered by a

wall, barrier, or shrubbery so as to reduce the noise level resulting from operation thereof.

7.10 Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot or Neighborhood Common Area, which may be or become an annoyance or nuisance to the Lot Owner, tenants or residents of the Subdivision, including, without limitation, the following:

(A) Animals. All pets and animals shall be restricted to those animals generally considered household pets, such as fish, dogs, cats, or birds, and must be kept and contained upon the premises of the respective Owners. No horses, cattle, swine, goats, poultry, or other animal, reptile, or fowl not customarily regarded as a household pet, shall be kept on any Lot. No pet shall be allowed to roam free or interfere while leashed with pedestrian traffic over sidewalks or easements. Notwithstanding the above provisions, no pets or animals which constitute a danger or unreasonable source of annoyance to surrounding residents shall be kept. Any Owner who keeps, allows, permits or maintains any pet on or in the Owner's Lot shall be deemed to have indemnified and agreed to hold the Association and its Members, officers, directors and agents, free and harmless from any loss, claim or liability of any kind arising by the keeping or maintaining of such pet within the Subdivision including but not limited to attorney's fees. All pets shall be inoculated as required by law. The Owner shall be responsible for picking up and properly disposing of excrement deposited by any pet or animal as soon as practicable. Failure to pick up and properly dispose of excrement shall be prima facia evidence that such pet is causing an unreasonable disturbance or annoyance hereunder.

(B) Garage or Yard Sales. Garage sales, estate sales, auctions, or yard sales shall not be permitted on or in a Lot. A Lot may be marketed for sale via the use of an open house provided such an event must be confined to a showing from 1:00 PM to 5:00 PM on a Sunday or as otherwise restricted by the Town of Longboat Key. The Owner or Realtor in charge of the open house must monitor the activities of attendees and is responsible for their conduct, including but not limited to ensuring that access to the Subdivision and other Lots is not blocked by the parking of motor vehicles.

(C) Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or un-mowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The Owners of the Lots in this Subdivision shall be responsible for the maintenance of parkways located between their respective Lot lines and the streets upon which said Lots face. All Owners shall maintain their hedges, plants, lawns, and shrubs in a neat and trim condition at all times. The Association may adopt, amend, and enforce separate written standards and guidelines for such maintenance. The Association may adopt, amend, and enforce the APC regulation or prohibition of yard art and the display of personal property and other items, and the exterior display of such art, personal property, and items on the Lot or attached to the Owner's home or other improvements.

(D) Maintenance of Improvements. An Owner shall promptly and diligently maintain, repair, and replace the Owner's residence and all other improvements, including but not limited to, walls, fences, screen enclosures, docks, seawalls, and so forth, in a good and safe condition. The repair of any damage, decay, or evidence of wear and tear on the exterior of any building shall be made promptly. The Association may adopt, amend, and enforce separate written standards and guidelines for such maintenance, repair, and replacement.

(E) Maintenance and Repair by Association. In the event that any Owner shall fail or refuse to maintain his or her residence, Lot, lawn, landscaping, seawall, dock, or other improvements situate on said Lot, in full compliance with these Covenants and Restrictions, Rules and Regulations, or to the separate written standards and guidelines adopted by the Association within thirty (30) days of the date of written

notice from the Board or its management, the Association shall have the right to take remedial action to correct any such identified deficiencies. Such right shall include the right of reasonable access to the Lot (but not inside of the home situated thereon) and such entry by the Association and its duly authorized agents and contractors shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said Owner as a Special Assessment to the Association within thirty (30) days after submission of the bill therefor. The Association may enforce collecting such a Special Assessment in the manner provided in Article 7.10(F) below.

(F) Lien Rights of Association. In the event of Owner's failure or refusal to timely pay such maintenance and repair expense, Association shall have the right to file a lien against the Owner's Lot. Said lien shall be filed in the Public Records of Sarasota County, Florida, and a copy thereof mailed to such Owner at the Owner's last known mailing address. If such lien is not paid within forty-five (45) days or otherwise specified by Florida law after the filing thereof, Association shall have the right to foreclose the same in the same manner as a mortgage lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of such expenses, Association shall be entitled to recover from the Owner of said Lot all costs, including reasonable attorney's fees, incurred in connection with the preparation and bringing of such foreclosure proceedings, and all such costs and fees shall be secured by said lien.

(G) Resolution of Disputes. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

7.11 Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

(A) A Lot Owner shall not display or place any signs of any character including "for rent" or "for sale" signs, except that a sign displaying the words "open house", compliant with the Town Sign Code, may be displayed during any time the Lot Owner or a designated representative is in attendance and said house is actually open for inspection by the public.

(B) During the course of construction of improvements, the general contractor may erect a construction sign compliant with the Sign Code of the Town of Longboat Key containing the name of the builder, the job number and phone number, which sign shall be promptly removed when the certificate of occupancy is issued.

(C) One security sign compliant with the Sign Code of the Town of Longboat Key and provided by a security contractor may be displayed at the front and/or rear of a Lot within ten (10) feet of the entrance to the dwelling.

(D) Individual, ornamental house name or number plates may be displayed.

(E) Prior to erection of any of the foregoing signs, such signs must be approved in writing by the ARC as to size, design, location and content.

7.12 Construction of Docks, Seawalls and Boat Slips. Notice of adding, reconstructing, or removing of a dock or other modifications, with the exception of mangrove maintenance, to a waterway or access to a waterway must be provided to the ARC prior to commencing work. All work must be permitted according to the governing authorities and the Bay Isles Association. The Building Department of the Town

of Longboat Key should be the Lot Owner's first point of contact when planning said actions. Upon completion of all required permits and approvals, copies shall be provided to the ARC.

7.13 Setback Line. No dwelling, building or any other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and so forth), shall be erected or placed upon any part of a Lot so that any portion of said dwelling, building or structure (including eaves and overhangs) is closer than twenty (20) feet to any portion of the front boundary line of said Lot (street line), within ten (10) feet from any side Lot line, or within twenty (20) feet from any waterfront Lot line. Where Lots have curved property lines, then the aforesaid setback distances shall be measured at right angles with tangents to the curve from one Lot corner to the other. All other setbacks shall be measured at right angles to the property line. No building shall be erected on a corner Lot so that the setback from the street on which the building faces is less than twenty (20) feet or so that the setback from the side street is less than twenty (20) feet.

7.14 Exceptions to Setback Restrictions. Terraces, patios, walls, fences, low platforms or steps, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing Lots, upon the prior written approval by the ARC. No structure, wall, fence or hedge over four (4) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any Lot within twenty (20) feet of any boundary line thereof which extends along any street or other public way or faces on the waterway or over six (6) feet in height within ten (10) feet of any other boundary line of any Lot, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of the restrictions in Section 13 of this Article VII.

7.15 Underground Wiring. Lines or wires for communication or the transmission of current shall not be constructed, placed, or permitted to be placed upon any Lot unless the same shall be contained in approved shielding or conduits, and as to any part or parts of said wires or lines which shall be outside the dwelling house, the same shall be constructed or placed and maintained underground.

7.16 Occupancy. A Lot shall not be leased for a period of less than four (4) continuous months nor more than twice in any calendar year with the date of the commencement of the lease determining the year in which the lease is made. A Lease Application, a copy of the lease, and contact information of the Lessee must be provided to the Association, along with any fees, prior to the commencement of the lease. There shall be no assignment or subletting and only an entire Lot, with all improvements, shall be leased. For the purposes hereof, occupation of a Lot by any person or persons in the absence of the Owner, except for parents, grandparents, children, grandchildren or siblings of the Owner or spouse, shall be deemed a lease and shall be subject to these restrictions. The Board may, in the exercise of its discretion, grant permission for friends of an Owner to occupy a Lot in the absence of the Owner(s) without such occupancy considered to be a lease. Requests for such occupancy must be made in writing and written permission received from the Board. Such exceptions shall not exceed two (2) per Lot per calendar year and each shall be for a period of not less than thirty (30) days.

The time period of the lease shall be based only on the term prescribed in the lease agreement and shall not be based on the physical presence of the lessee and shall not preclude visitation by guests while the lessee is in residence. All of the provisions of the Governing Documents, and Rules and Regulations adopted by the Board, shall be applicable and enforceable against any person occupying a Lot as a lessee, resident, invitee or guest to the same extent as against an Owner, and a covenant on the part of each lessee, resident, invitee, guest or occupant to abide by the Governing Documents, and Rules and Regulations adopted by the Board, and designate the Association as the Owner's agent with the authority to terminate

any lease or other occupancy agreement in the event of violations by the lessee or guest shall be deemed to be included in every lease or other occupancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

The Owner of each Lot shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Lots or improvements thereon, or personal property made necessary by his or her act or negligence, or by that of any Member of his or her family or invitees, contractors, guests, employees, agents, or tenants. In addition, the Owner of each Lot shall be jointly and severally liable for the payment of any fine levied against the Owner's tenant, resident, invitee, occupant or guest.

7.17 Rules and Regulations. The Association's Board of Directors may from time to time adopt and amend reasonable Rules and Regulations governing the Common Areas and Lots, and the operation and administration of the Association and the Subdivision. All Lot Owners, tenants, invitees, contractors, residents, and occupants shall comply with the Declaration, Bylaws, and the Association's Rules and Regulations. In addition, Lot Owners shall cause their tenants, invitees, contractors, residents, and occupants to comply with the Declaration, Bylaws, and Rules and Regulations. Copies of such Rules and Regulations shall be furnished to each Owner upon written request.

ARTICLE VIII UTILITY, MAINTENANCE, AND DRAINAGE EASEMENTS

8.1 Developer Reserved Easements. Developer reserved for the Association, its successors or assigns, a ten (10) foot easement along the rear (waterfront side) of each waterfront Lot for access in connection with seawall or rip-rap repair and general utility purposes, and an easement five (5) feet in width along the front and side lines of each Lot and five (5) feet in width along the rear Lot line of each non-waterfront Lot for drainage and public utility purposes.

8.2 Association Assignment of Easements. Association reserves the right to assign, in whole or in part, any and all of such reserved easement rights for such purposes as may be deemed necessary or desirable for the servicing of said lands.

8.3 Encroachments. Any walls, fences, paving, planting, or other improvements constructed, placed or planted on the property over which the easement lies may be removed, if required for utility installation or access or maintenance purposes, by the Association, or its assigns, at the expense of the Owner of any such Lot and Association shall not be required to replace the same.

8.4 Single Residence on More than One Lot. Where a single residence is located on more than one Lot, or portions of several Lots, then the aforementioned side Lot line easement shall not be located along the side lines of each Lot as platted, but, in lieu thereof, shall be located along the sidelines of the Lots or portions of Lots combined for a building site.

**ARTICLE IX
TITLE TO UPLANDS ADJACENT TO PLATTED WATERFRONT LOTS
AND MAINTENANCE OF RIP-RAP**

The title to any and all uplands located seaward (i.e., towards the water of any waterway) of and abutting the platted waterfront Lots in this Subdivision was conveyed by the Developer to Bay Isles Association; provided, however, that notwithstanding conveyance of such title to Bay Isles Association as part of the Common Areas, the Owner of any Lot abutting any portion of such upland existing between the side Lot lines as extended to such waterways shall have the exclusive right of usage of such upland, including the right to construct a dock thereon in accordance with the provisions of this Declaration, subject, however, to the following limitations, viz: such land area must remain undisturbed and in its present natural state except for the construction of a dock; rip-rap must not be disturbed or relocated; and Bay Isles Association shall have the right of entry upon such property for the purpose of maintaining the same. The aforesaid uplands adjacent to each platted waterfront Lot shall be considered and referred to as Limited Common Areas as defined herein.

Any and all rip-rap located along either edge of said perimeter channel and along any other waterway shall be maintained by and at the expense of Bay Isles Association.

**ARTICLE X
TITLE TO AND MAINTENANCE OF PRIVATE WATERWAYS
AND PERIMETER CHANNEL**

Bay Isles Association shall have the responsibility for maintaining the areas designated on the plats of this Subdivision as "Waterway (private)" and "Perimeter Channel (private)", together with other portions of the perimeter channel adjacent to Bay Isles and the access channels to Sarasota Bay. The title to all private waterways and to any and all uplands located seaward of the perimeter channel (i.e., between the channel and the waters of Sarasota Bay) or along the exterior of the perimeter channel (adjacent to Longview Drive) was transferred to Bay Isles Association or the Town of Longboat Key as a part of the Common Areas or Limited Common Areas of Bay Isles.

**ARTICLE XI
REGULATION AND LIMITATION OF USAGE OF WATERWAYS**

All waterways reflected on the plats of this Subdivision (whether as "Perimeter Channel", "Waterways" or otherwise) are subject to regulation by Bay Isles Association as to the type, size, power and speed of boats permitted to be operated on said waterways. In addition, Bay Isles Association may adopt other Rules and Regulations pertaining to the safe usage of such waterways, and, in general, promoting the general health, welfare and safety of the residents of Bay Isles. Such regulations may also include the right to regulate the mooring of boats, subject to the following expressed limitations: (1) No boat may be moored at a dock so that any portion thereof extends more than twenty (20) feet into the adjacent waterway measured at mean low tide; (2) No boat shall be anchored offshore in any of the waterways so that the same shall interfere with navigation or be a hazard to safety.

Access to all interior waterways is limited by reason of the vertical clearances of bridges and is further limited by locks or weirs which are subject to control by governmental authorities.

**ARTICLE XII
USAGE OF PRIVATE ROADS, WATERWAYS AND COMMON AREAS**

12.1 Private Roads and Waterways. On the plats of this Subdivision, Developer granted to all Lot Owners in this Subdivision the nonexclusive and perpetual right of ingress and egress over and across the private roads and waterways reflected on said plats; reserving, however, the right to grant similar rights of ingress and egress over and across said private roads and waterways to the public and to property owners in future sections of Bay Isles as the same is hereafter developed. Such grant shall be deemed to include the right of use of said roads and waterways not only by each Lot Owner but also their respective guests, invitees and domestic help, delivery, pickup and sanitation services, representatives of utilities servicing said property, United States mail carriers, representatives of fire departments, police departments, and other necessary municipal, county, special district, state or federal agencies, holders of mortgage liens on said property and such other similar persons as Developer or any Owner or lessee of property in this Subdivision may from time to time designate. This right of ingress and egress shall be appurtenant to and shall pass with the title to each Lot in this Subdivision as the same may be conveyed from time to time without necessity of specific reference thereto.

12.2 Neighborhood Common Areas. Developer designated Tracts "B", "C" and "D" on the plat of Unit # 2 of this subdivision as Neighborhood Common Areas as follows:

Tracts "B" and "C" - landscaped buffer areas and entrance way into Subdivision.

Tract "D" - pedestrian and bicycle pathway.

**ARTICLE XIII
MAINTENANCE AND OPERATION ASSESSMENTS**

13.1 Right to Assess. In addition to the specific rights of Assessment of Members of the Association as hereinabove set forth, Association shall also have the right to assess the Owners of all Lots in the Subdivision such amounts as may be deemed appropriate by the Board for the management and operation of said Association and for the general purposes and objectives of said Association as set forth herein and in the Articles of Incorporation and Bylaws of said Association. Such Assessment shall be on the basis of one one-hundred-twenty-sixth (1/126) equal share per platted Lot.

13.2 Subdivided Lot. In the event a Lot is legally subdivided between two Owners with all necessary governmental approvals, then the Assessment of such Lot shall be prorated on the basis either of square footage or waterfront or roadway lineal footage whichever is deemed most equitable by the Board.

13.3 Regular Assessments. The annual budget for the Association and any amendments thereto shall be approved by the Board as provided in the Bylaws and shall provide sufficient funds for the management and operation of the Association, care, maintenance, repair and replacement of the Neighborhood Common Area, and for the general purposes and objectives of the Association as set forth herein and in its Articles of Incorporation and Bylaws.

13.4 Special Assessments. The Association's Board of Directors shall also have the right to levy Special Assessments from time to time against all Lots in the Subdivision in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; in the event of unexpected expenses; or in the event the Association's

contingency funds, as allocated, are insufficient to cover expenditures for capital improvements or replacements. Special Assessments shall be levied as provided in the Bylaws and shall be due on the date(s) prescribed by the Board.

13.5 Payment of Assessments. Any Assessment, whether regular or special, which is not paid within thirty (30) days of the due date shall bear interest at the highest rate permitted by law and shall be subject to a late charge not to exceed the greater of \$25.00 or five percent (5%) of the amount of the installment. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent Assessment and Special Assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of chapter 687 and is not a fine. The foregoing is applicable notwithstanding s. 673.3111, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

13.6 Personal Obligation of Lot Owner. The record owner of legal title of each Lot, regardless of how title was acquired, is liable for all Assessments, Special Assessments, accrued interest, late fees, fines, attorney's fees and costs or installments thereon coming due while the Owner. Multiple owners are jointly and severally liable. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Neighborhood Common Area, by abandonment of the Lot for which the Assessments are made, or by interruption in the availability of the Lot or the Neighborhood Common Area for any reason whatsoever.

Except as provided in subparagraph (8)(c) hereof, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments, Special Assessments, accrued interest, late fees, fines, attorney's fees and costs against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. If any such amounts are not paid within thirty (30) days after the same is due, the Association may bring suit against the Owner on his or her personal obligation and there shall be added to the amount of such Assessment the aforementioned late charge and interest and all costs incurred by said Association, including reasonable attorneys' fees in connection with the collection of the Assessment and in preparation for and in bringing such action. For the purposes of this paragraph, the term "transferor" shall not include the Association that acquires title to a delinquent Lot through foreclosure or by deed in lieu of foreclosure. The present Lot Owner's liability for unpaid Assessments or Special Assessments is limited to any unpaid Assessments or Special Assessments that accrued before the Association acquired title to the delinquent Lot through foreclosure or by deed in lieu of foreclosure. The Association, or its successor or assignee, that acquires title to a Lot through the foreclosure of its lien for Assessments is not liable for any unpaid Assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the Association's acquisition of title in favor of any other Association which holds a superior lien interest on the Lot.

13.7 Estoppel Certificate. Within ten (10) business days after receiving a written request by a Lot Owner, Lot Owner designee, Lot purchaser or mortgagee, or the mortgagee's designee, the Association or its agent shall issue an estoppel certificate substantially in the form provided for in Section 720.30851, Florida Statutes or as modified, stating whether all Assessments owed to the Association with respect to the Lot Owner and the Lot have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. A reasonable fee for the preparation of the estoppel certificate may be charged and may not exceed the maximum amount authorized by Florida law. The authority for the fee must be

established in written resolution adopted by Board or in a written management contract.

13.8 Lien. In order to provide an additional means to enforce the collection of regular Assessments or Special Assessments or fines in an amount greater than One Thousand Dollars (\$1,000), the Association shall have a lien against each Lot in the Subdivision, together with all improvements thereon, as follows:

(A) Creation of Lien. The authority to file a lien against a Lot to secure delinquent Assessments, Special Assessments, together with interest and late charges thereon and cost of collection, including reasonable attorney fees and costs, was set forth in the Declaration as originally recorded.

(B) Enforcement of Lien. In the event an Assessment or Special Assessment is not paid within ten (10) days of the due date, after providing the Lot Owner with forty-five (45) days written notice of intent to file a lien, the Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. In the event the Assessment or Special Assessment is not paid after filing the Claim of Lien, after providing the Lot Owner with an additional forty-five (45) day written notice of intent to foreclose, the Association shall have the right to enforce the lien by foreclosure suit in the same manner as a mortgage foreclosure, or such other manner as may be permitted by law. The time limitations in this paragraph do not apply if the Lot is subject to a foreclosure action or forced sale of another party, or if the Lot Owner is a debtor in a bankruptcy proceeding. The Association shall be entitled to recover from the Owner of such Lot the aforesaid interest and late charges and all costs, including reasonable attorneys' fees, incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien. If the Lot Owner remains in possession of the Lot after a foreclosure judgment has been entered, the court may require the Owner to pay the Association a reasonable rent for the Lot. If the Lot is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver must be paid by the party who does not prevail in the foreclosure action.

(C) Priority of Lien. The Association's claim of lien is effect from and shall related back to the date on which the original Covenants and Restrictions were recorded in the Public Records of Sarasota County, Florida; however, the aforesaid lien against each Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Sarasota or other governmental authority, and to the lien of any bona fide first mortgage placed upon such Lot prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such Lot). Any first mortgagee that acquires title to a Lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall be liable for Assessments and Special Assessments levied against such Lot as provided in Section 720.3085(2)(c) Fla. Stat., which currently requires the lender to pay the Association the lesser of 1% of the original mortgage indebtedness, or the sum of the regular Assessments and Special Assessments that accrued or became due during the 12 months immediately preceding acquisition of title by the lender.

13.9 Other Collection Remedies. To the extent provided in Chapter 720 Florida Statutes, the Association shall have the authority to pursue other collection remedies, including but not limited to the suspension of the use of portions of the Subdivision property, the suspension of voting rights, and recovery of Assessments and other unpaid financial obligations from any tenant in a Lot owned by a delinquent Lot Owner, as more fully provided in Section 720.3085(8), Florida Statutes.

ARTICLE XIV RE-SUBDIVIDING

A Lot or contiguous group of Lots shall not be re-subdivided or re-platted in any manner which would bring about a greater number of Lots than that shown on the plats of this Subdivision for the same area. A residential site may consist of one (1) or more Lots; all of one Lot; one Lot and part of a contiguous Lot or Lots; or any other combination of contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that it extends from the fronting street to the adjacent waterway or platted rear Lot line, but no site which changes the Lot, as originally platted, shall have a front or rear dimension of less than is contained in the smallest adjoining Lot shown on the original plats of this Subdivision. In the event of the division or subdivision of any Lot, as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot shall be and become proportionately attributable and chargeable to the contiguous Lot and the Owner thereof, to and with which all or portions of the divided or subdivided Lot become consolidated. In the event that more than one Lot is developed as a building site, then provisions of these Covenants and Restrictions shall apply (except as to Assessments). No dwelling or other structure or improvement shall be erected, altered, placed, or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded plat of this Subdivision.

ARTICLE XV GENERAL PROVISIONS

15.1 Duration. The covenants and restrictions of this Declaration shall run with the title to the Lots and the Property, and shall inure to the benefit of and be enforceable in accordance with its terms by the Association or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date of the original recording of this Amended and Restated Declaration, after which time said Covenants and Restrictions shall automatically be extended for successive periods often (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots in this Subdivision has been recorded, agreeing to terminate said covenants and restrictions in whole or in part.

15.2 Notice. Any notice required to be sent to any Member or Owner under the terms and provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing, hand delivered to the Owner or emailed to the consenting Owner in the manner provided in the HOA Act.

15.3 Remedies for Violation. The violation or breach of the Governing Documents, the ARC's Architectural Planning Criteria or any condition, covenant or restriction herein contained or authorized by the Covenants and Restrictions shall give the Association, Bay Isles Association, or an Owner, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them. The prevailing party in any such legal proceedings brought to enforce or interpret the Governing Documents, the ARC's Architectural Planning Criteria or any condition, covenant or restriction herein contained or authorized by the Covenants and Restrictions shall be entitled to recover his or her costs and reasonable attorney's fees, including without limitation, those incurred in mediation, arbitration, pretrial, trial, all appellate levels and in bankruptcy.

15.4 Severability. Invalidation of any one of these Covenants and Restrictions by Stipulation, Agreement, Judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

15.5 Interpretation. Unless defined herein, terms used herein shall have the same meaning as

provided in the Declaration. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, the Architectural Planning Criteria, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. A written opinion rendered by the Board of Directors' legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such interpretation.

15.6 Definitions. If a term used in the Governing Documents or the ARC's Architectural Planning Criteria is not defined or is deemed ambiguous by the Board of Directors, then the Board shall be responsible for defining the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the community or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable. An opinion of the Board of Directors' legal counsel that a definition adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such definition.

15.7 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of the Board of Directors' legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

15.8 Gender. The use of the term "he," "she," "his," "hers," "their", "theirs", and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

15.9 Severability. In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

15.10 Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

ARTICLE XVI AMENDMENTS

This Declaration may be amended as follows:

16.1 Notice. Notice of the subject matter of a proposed amendment shall be included in or with the notice of any membership meeting at which a proposed amendment is to be considered.

16.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by not less than twenty (20) percent of the eligible Voting Interests of the Association.

16.3 Vote Required. Except as elsewhere provided, amendments must be approved by not less than two-thirds (2/3) of the Voting Interests represented in person or by proxy at a duly noticed membership meeting at which a quorum of the membership is attained.

16.4 Automatic Amendment. Whenever the Declaration is deemed by the Board of Directors to be inconsistent with the applicable provisions of Chapters 607, 617 or 720, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations, as they are subsequently amended from time

to time, the Board of Directors, without a vote of the Members, may, but shall not be under a duty or obligation to adopt, by majority vote of the Board, amendments to the Declaration to make it consistent.

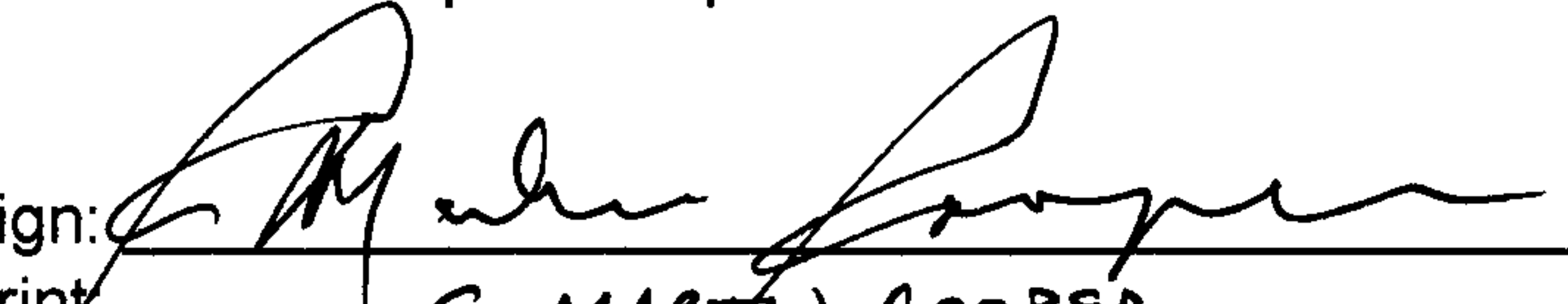
16.5 Limitation on Amendment. Pursuant to Section 720.306(1)(c), Florida Statutes, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Lot or increase the proportion or percentage by which a Lot shares in the common expense of the Association unless the record Lot Owner and all record owners of liens on the Lots join in the execution of the amendment. A change in the quorum requirements is not an alteration of voting interests. The merger or consolidation of one or more associations under a plan of merger or consolidation pursuant to Chapter 617, Florida Statutes is not a material or adverse alteration of the proportionate voting interest appurtenant to a Lot.

16.6 Certificate of Amendment. An amendment to the Declaration shall be evidenced by a certificate of the Association that shall include recording data identifying the original Declaration and shall be executed in the form required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate and amendments are recorded in the Public Records of Sarasota County.

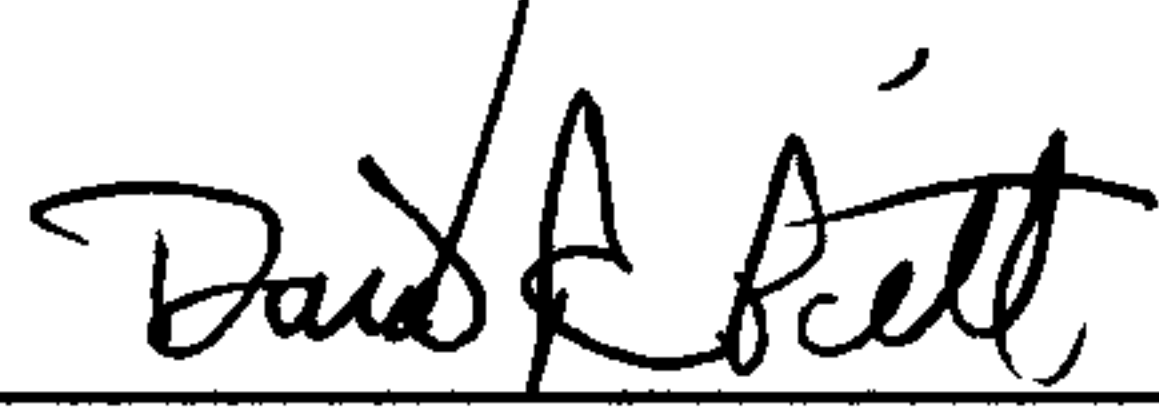
THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS was duly approved by the required votes of the Board of Directors and membership of the Association at duly noticed and conducted meetings of **BAY ISLES BAYOU ASSOCIATION, INC.**

DATED this 12TH day of APRIL, 2023.

BAY ISLES BAYOU ASSOCIATION, INC.
a Florida not for profit corporation

Sign: 
Print: C. MARTIN COOPER
As the President of the Association

(Corporate Seal)

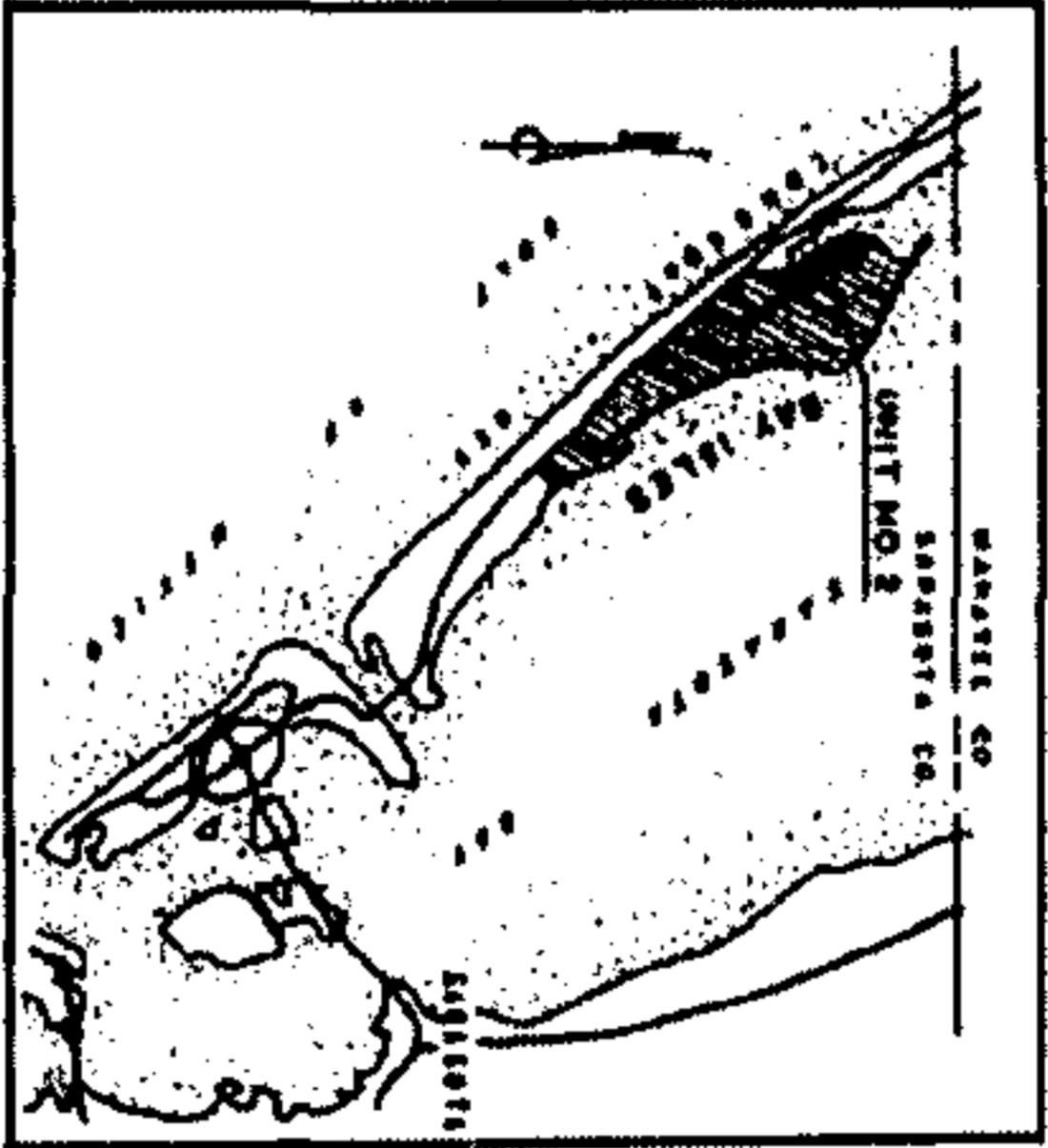
Attest:
Sign: 
Print: DAVID R. PITT
As the Secretary of the Association

SHEET NO. 1 OF 4 SHEETS

PLAT BOOK 24 PAGE 15
726862

BAY ISLES UNIT NO. 2

TOWN OF LONGBOAT KEY SECS. 5, 6, 7 & 8 - TWP. 36 S - RGE. 17 E COUNTY OF SARASOTA STATE OF FLORIDA



CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }
I, John P. Stegel, being duly elected Assistant Secretary, George A. Dietz, acting by and with authority of its Board of Directors, and does hereby dedicate and set apart all front, rear and side lot line utility and drainage easements or other easements shown on this plat of Bay Isles Unit No. 2 for said use and purposes to the Town of Longboat Key (hereinafter referred to as the "Town").
IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed by its Vice President and attested by its Assistant Secretary, this 17th day of December, A.D. 1976.

ATTEST:
[Signature]
Assistant Secretary

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }
I, John P. Stegel, President, and George A. Dietz, Assistant Secretary, of Bay Isles Unit No. 2, a corporation organized under the laws of the State of Florida, do hereby certify that the foregoing Certificate of Dedication, and the records thereon, were prepared by me and that they are true and correct copies of the original as the same were presented to me by the undersigned officers, for one in behalf of said Corporation.
WITNESS my hand and official seal of Sarasota County, Florida, this 17th day of December, A.D. 1976.

My Commission Expires: 12/31/77
[Signature]
Notary Public, State of Florida at Large

DESCRIPTION:
A tract of land lying in Sections 5, 6, 7 and 8, Township 36 South, Range 17 East, Town of Longboat Key, Sarasota County, Florida, being more particularly described as follows:
Commence at the S.E. Corner of said Section 6, (run thence S 87° 38' 51" W along the common section line between said Sections 5 and 6, 743.38 to a bulthead monument on the Official Bulkhead Line of the Town of Longboat Key for a Point of Beginning; thence northerly along said Bulkhead Line the following calls and distances: N 25° 00' 00" W, 469.32; N 58° 00' 00" W, 440; N 33° 00' 00" W, 240; N 8° 00' 00" E, 390; N 8° 27' 22" W, 504.31; thence leaving said bulthead line run N 81° 32' 38" E, 150 to the point of curvature of a curve to the right, thence northerly along the arc of said curve, having a radius of 100 and a central angle of 58° 57' 22", 87.95 to the point of tangency; thence S 59° 30' 00" E, 153.19 to the point of curvature of a curve to the left, thence easterly along the arc of said curve, having a radius of 500 and a central angle of 44° 30' 00", 233 to the point of reverse curvature of a curve to the right, thence easterly along the arc of said curve, having a radius of 500 and a central angle of 44° 30' 00", 233 to the point of tangency; thence S 60° 00' 00" E, 61.61 to the point of curvature of a curve to the right, thence easterly along the arc of said curve, having a radius of 75 and a central angle of 42° 53' 32", 58.18 to the point of tangency; thence S 57° 04' 28" E, 43.81 to the point of curvature of a curve to the left, thence easterly along the arc of said curve, having a radius of 40 and a central angle of 89° 31' 37", 62.51 to the point of reverse curvature of a curve to the right, thence easterly along the arc of said curve, having a radius of 70 and a central angle of 50° 27' 08", 110.51; thence S 49° 28' 14" W, 34.48; thence S 42° 28' 43" E, 180; thence S 21° 08' 10" W, 110.51; thence S 37° 14' 41" W, 203; thence S 3° 32' 48" W, 43; thence S 17° 02' 00" W, 690; thence S 40° 00' 00" E, 250; thence S 81° 00' 00" E, 43; thence S 23° 02' 00" E, 288.26 to a point on the arc of a curve to the left, said point lying 800, S 64° 54' 28" W of the center thereof; 21° 24' 41", 242.81 to the point of tangency; thence S 48° 50' 00" E, 308.71 to the point of curvature of a curve to the right, thence easterly along the arc of said curve, having a radius of 200 and a central angle of 70° 58' 03", 388.03 to the point of tangency; thence S 51° 18' 02" W, 171.32 to the point of curvature of a curve to the left, thence easterly along the arc of said curve, having a radius of 100 and a central angle of 54° 56' 44", 640.56; thence S 47° 23' 37" W, 168.63 to the point of curvature of a curve to the left, thence along the arc of said curve, having a radius of 450 and a central angle of 45° 17' 44", 387.37 to the point of tangency; thence S 2° 31' 47" E, 263.27 to the point of curvature of a curve to the right, thence southeasterly along the arc of said curve, having a radius of 560.33 and a central angle of 38° 39' 47", 581.81 to the point of tangency; thence S 34° 08' 00" W, 79.89 to the northwesterly right-of-way line of Gulf of Mexico Drive (100' wide); thence N 59° 52' 00" W along said right-of-way line 100', thence N 34° 08' 00" E, 79.89 to the point of curvature of a curve to the left; thence northerly along the arc of said curve, having a radius of 460.33 and a central angle of 38° 39' 47", 237.24 to the point of tangency; thence N 2° 51' 47" W, 583.27 to the point of curvature of a curve to the right, thence northerly along the arc of said curve, having a radius of 590 and a central angle of 45° 17' 44", 466.45 to the point of tangency; thence N 42° 25' 37" E, 68.37 to a point on the arc of a curve to the right, said point lying 750, S 46° 15' 18" W of the center thereof; thence northerly along the arc of said curve, having a radius of 750 and a central angle of 48° 12' 41", 631.05 to the point of tangency; thence N 4° 27' 59" E, 335.03 to the point of curvature of a curve to the left, thence northerly along the arc of said curve, having a radius of 650 and a central angle of 51° 18' 02", 581.99 to the point of tangency; thence N 48° 50' 00" W, 241.71; thence S 30° 45' 35" W, 42.8, 94 to a point on the northerly boundary line of Longboat Shores Realty, Florida, said point lying on the arc of a curve to the left 530, N 23° 40' 25" E of the center thereof; thence westerly along said boundary of Longboat Key Revised the following calls and distances: westerly along the arc of said curve, having a radius of 950 and a central angle of 2° 43' 58", 44.36 to the point of compound curve to the left; thence westerly along the arc of said curve, having a radius of 1486.36 and a central angle of 18° 12' 42", 475.82 to the point of a compound curve to the left; thence westerly along the arc of said curve, having a radius of 2245.15 and a central angle of 10° 29' 46", 411.29 to the point of reverse curvature of a curve to the right; thence westerly along the arc of said curve, having a radius of 1007.04 and a central angle of 24° 09' 05", 424.49 to a point on the aforementioned Official Bulkhead Line of the Town of Longboat Key; thence northerly along said bulkhead line the following calls and distances: N 1° 00' 00" W, 235.21; N 31° 00' 00" W, 110; N 5° 00' 00" W, 320; N 23° 00' 00" W, 30.48 to the Point of Beginning and containing 66.15 acres more or less.

STATE OF CONNECTICUT } S.S.
COUNTY OF HARTFORD }
I, James S. Dalley, Vice President, and Stephen B. Middlebrook, Sec. of Aetna Life Insurance Company, a Connecticut corporation, do hereby certify that the individuals described in and who executed the foregoing Consent to Dedication, and they each duly acknowledged before me that they executed the same, on such officers, for and in behalf of said Corporation.
WITNESS my hand and official seal of Hartford County, Connecticut, this 27th day of October, A.D. 1976.
AETNA LIFE INSURANCE COMPANY
By: [Signature] Vice President
Attest: [Signature] Secretary

STATE OF CONNECTICUT } S.S.
COUNTY OF HARTFORD }
I, James S. Dalley, Vice President, and Stephen B. Middlebrook, Sec. of Aetna Life Insurance Company, a Connecticut corporation, do hereby certify that the individuals described in and who executed the foregoing Consent to Dedication, and they each duly acknowledged before me that they executed the same, on such officers, for and in behalf of said Corporation.
WITNESS my hand and official seal of Hartford County, Connecticut, this 27th day of October, A.D. 1976.
AETNA LIFE INSURANCE COMPANY
By: [Signature] Vice President
Attest: [Signature] Secretary

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }
I, John P. Stegel, being duly elected Assistant Secretary, George A. Dietz, acting by and with authority of its Board of Directors, and does hereby dedicate and set apart all front, rear and side lot line utility and drainage easements or other easements shown on this plat of Bay Isles Unit No. 2 for said use and purposes to the Town of Longboat Key (hereinafter referred to as the "Town").
IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed by its Vice President and attested by its Assistant Secretary, this 17th day of December, A.D. 1976.

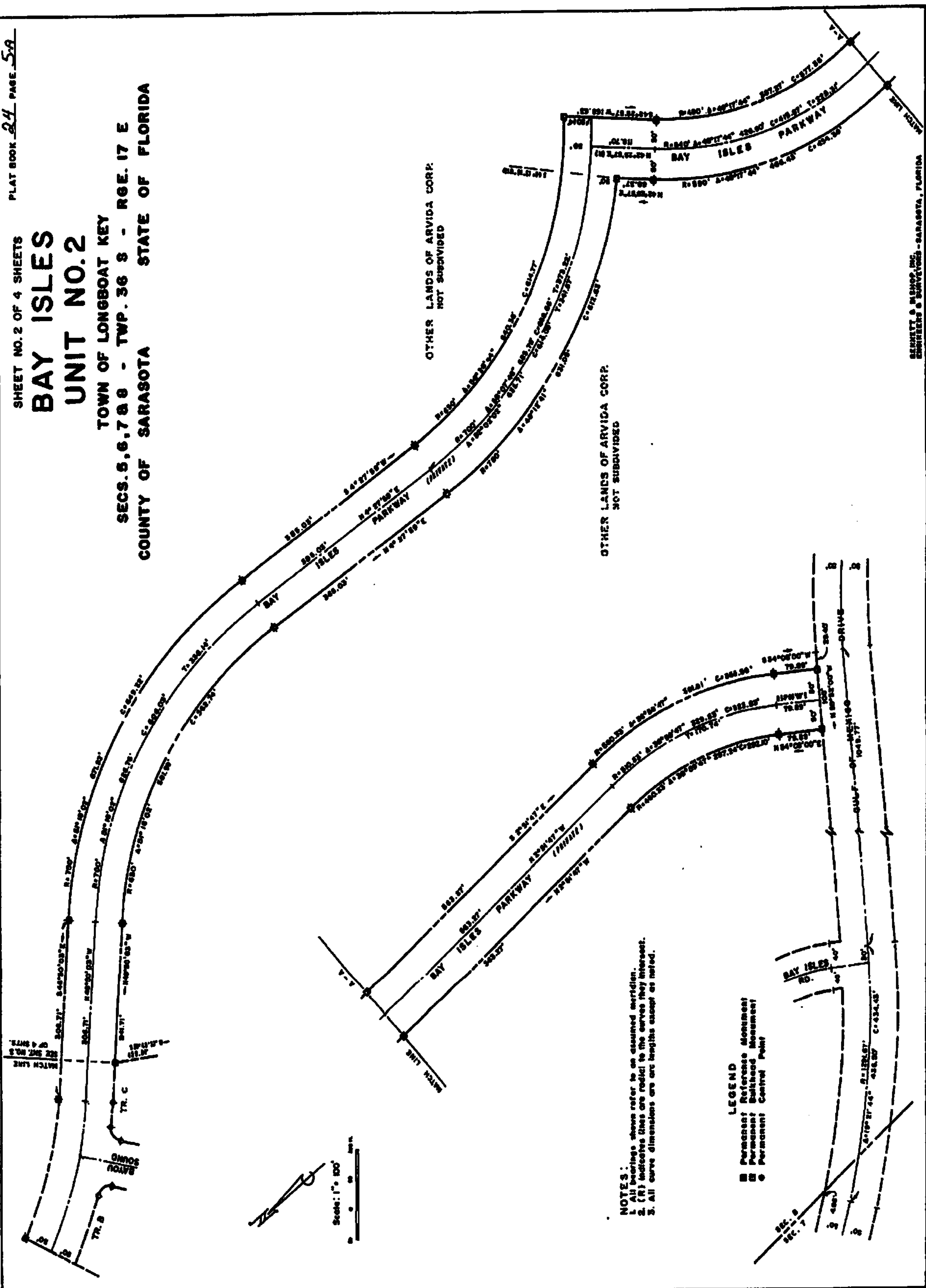
Approved by the Longboat Key Town Commission this 17th day of December, A.D. 1976.
[Signature]
Mayor
[Signature]
Tom Agency

Accepted for filing and recording this 17th day of December, A.D. 1976, in Plat 24, Page 15.
[Signature]
Deputy Clerk of the Circuit Court
Sarasota County, Florida

SURVEYOR'S CERTIFICATE
I, the undersigned Registered Land Surveyor, hereby certify that this plat was made under my responsible direction and supervision and is a true representation of the facts as shown on the ground and as shown on the plan and map, and that the same have been placed as required by the Town Code of the Town of Longboat Key, the Sarasota County Subdivision Regulations and all recorded statutes of the State of Florida hereinunto appertaining.
[Signature]
Thomas E. Bennett, Jr.
Registered Land Surveyor, No. 1195
P.E. Engineer, P.E. No. 4981
BENNETT & BISHOP, INC.
ENGINEERS & SURVEYORS - SARASOTA, FLORIDA

SHEET NO. 2 OF 4 SHEETS
BAY ISLES
UNIT NO. 2

TOWN OF LONGBOAT KEY
 SECS. 5, 6, 7 & 8 - TWP. 36 S - RGE. 17 E
 COUNTY OF SARASOTA STATE OF FLORIDA



OTHER LANDS OF ARVIDA CORP.
 NOT SUBDIVIDED

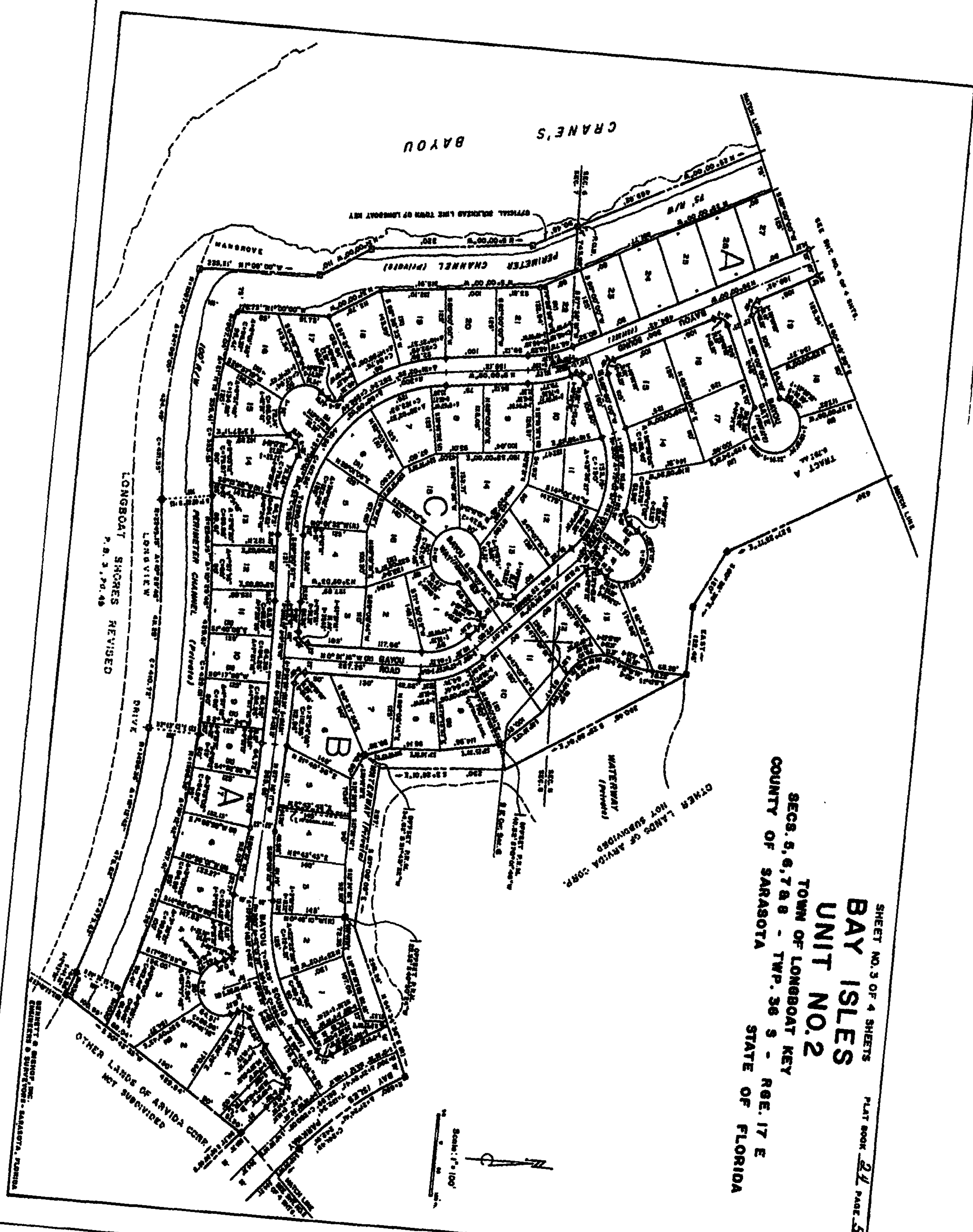
OTHER LANDS OF ARVIDA CORP.
 NOT SUBDIVIDED

SEBASTY & WILSON, INC.
 ENGINEERS & SURVEYORS - SARASOTA, FLORIDA

NOTES:
 1. All bearings shown refer to an assumed meridian.
 2. (R) indicates lines are radial to the curves they intersect.
 3. All curve dimensions are arc lengths except as noted.

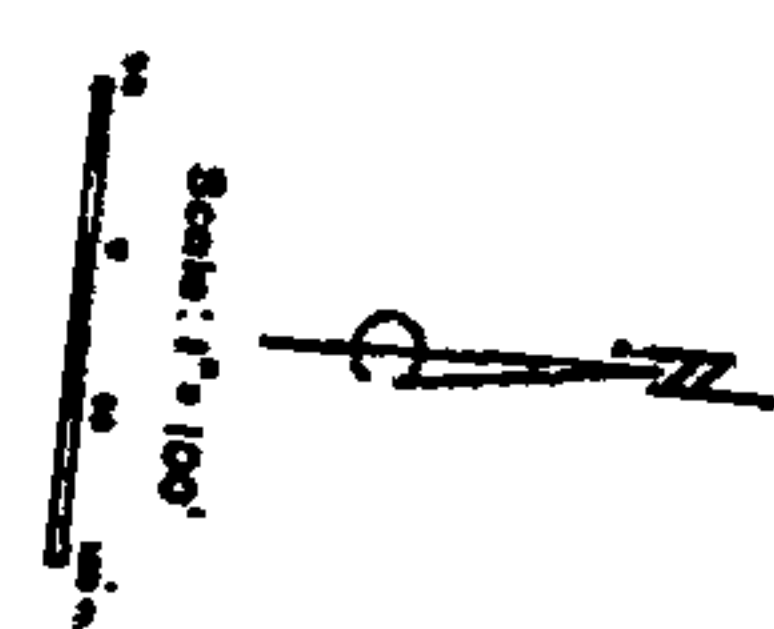
LEGEND
 ■ Permanent Reference Monument
 □ Permanent Bullhead Monument
 ● Permanent Control Point





SHEET NO. 3 OF 4 SHEETS
BAY ISLES
UNIT NO. 2
 TOWN OF LONGBOAT KEY
 SECS. 5, 6, 7 & 8 - TWP. 36 S - RGE. 17 E
 COUNTY OF SARASOTA
 STATE OF FLORIDA

PLAT BOOK 24 PAGE 52



LONGBOAT SHOES REVISED
 P. B. 3, PG. 48

HERBERT A. BISHOP, INC.
 ENGINEERS & SURVEYORS - SARASOTA, FLORIDA

BAY ISLES UNIT NO. 7

A REPLAT OF TRACT "A" IN BAY ISLES UNIT NO. 2
P.B. 24, PR. B, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA
TOWN OF LONGBOAT KEY
SECS. 5 & 6 - TWP. 36 S - RGE. 17 E
COUNTY OF SARASOTA STATE OF FLORIDA

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }
Now all men by laws presented from Article Corporation, a Delaware corporation, by its duly elected Vice President, Robert U. Wilkins, and by its duly elected Assistant Secretary, J. A. Hamilton, Jr., acting by and with authority of its Board of Directors, certain lots owned by said corporation of Bay Isles Unit No. 7 subdivision on described herein, has caused said lands to be divided and subdivided as shown herein and do hereby dedicate all easements shown for use and purposes stated in the Easement Description herein and shown and depicted hereon.
IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by its Vice President and attested by its Assistant Secretary, this 25th day of September, A.D., 1982.

ATTEST: *[Signature]*
Assistant Secretary

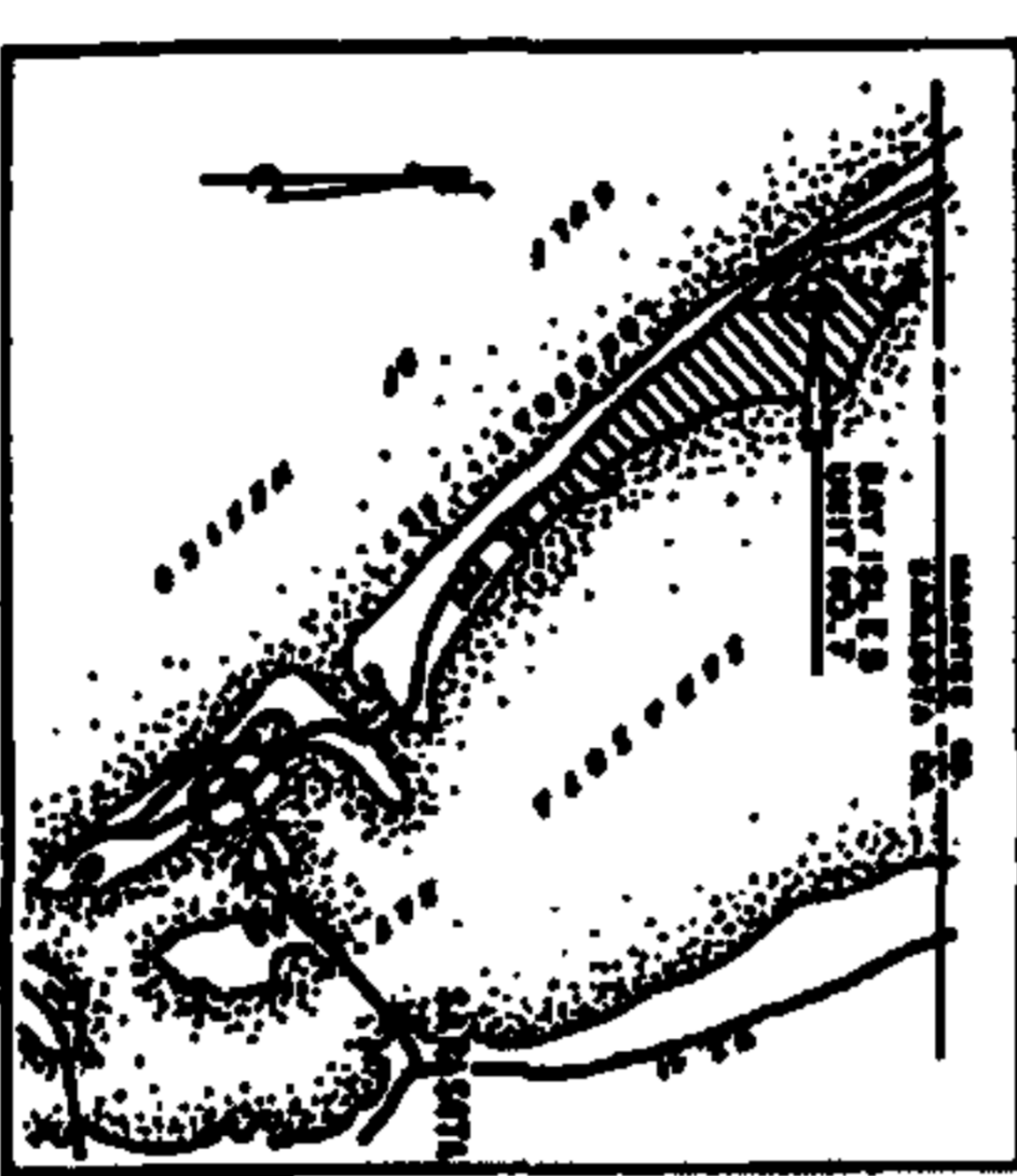
by *[Signature]*
Vice President

ARVIDA CORPORATION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }
Before me the undersigned Notary Public, personally appeared Robert U. Wilkins, Vice President of Article Corporation, Assistant Secretary of Article Corporation, J. A. Hamilton, Jr., Secretary of Article Corporation, and they each acknowledged before me their execution of the foregoing instrument, to the effect and to the contents of which they consented and they each acknowledged before me that they executed the same as such officers, and in the presence of the undersigned Notary Public, this 25th day of September, A.D., 1982.

By commission expires 11/15/83 *[Signature]*
Notary Public, State of Florida

DESCRIPTION
A Replat of Tract "A" in BAY ISLES UNIT NO. 2, plat book 24, page 5,
Public Records of Sarasota County, Florida.



LOCATION SKETCH
1" = 500'
APPROX. SCALE

CERTIFICATE OF APPROVAL

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }
Approved by the Longboat Key Town Commission this 25th day of September, A.D., 1982.

[Signature]
Town Clerk

[Signature]

Accepted for filing and recorded this 25th day of September, A.D., 1982,
in Not Book 29, Page 20, 21, 22, 23, 24.

by *[Signature]* Clerk of Court
Clerk of the Circuit Court
Sarasota County, Florida



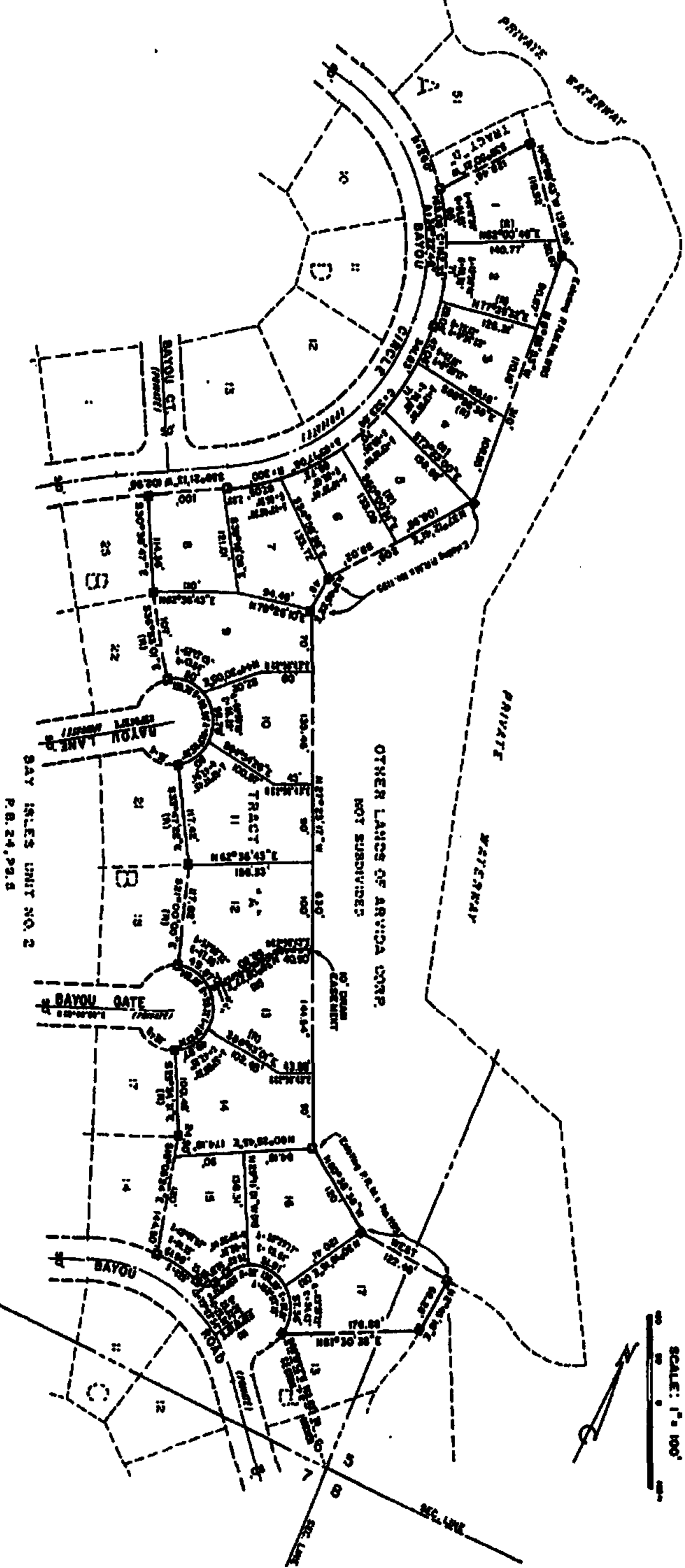
I, the undersigned Registered Land Surveyor, do hereby certify that this plat was made under my responsible direction and supervision, and that the same is a true and correct representation of the land shown, as the same is shown on the plat and that the reference measurements thereon have been properly and lawfully made. I am a duly Licensed Surveyor, the Sarasota County Subdivision. The registration and all required stamps of the State of Florida Surveyors are hereby shown on this instrument. Witness my hand and the Seal of the State of Florida this 25th day of September, 1982.

Date of Survey September 1982
[Signature]
Registered Land Surveyor, The Court No. 1198
Reg. Exp. Date: Feb. 01st 1981

**BAY ISLES
UNIT NO. 7**

A REPLAT OF TRACT "A" IN BAY ISLES UNIT NO. 2,
P.B. 24, P.L. 5, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA,
TOWN OF LONGBOAT KEY
SECS. 5 & 6 - TWP. 36 S. - RGE. 17 E
COUNTY OF SARASOTA STATE OF FLORIDA

SCALE: 1" = 100'



EASEMENT DESCRIPTION

Arvida Corporation does hereby grant drainage and utility easements to the Town of Longboat Key and utility easements to authorized utility companies to install and maintain power, gas, telephone and television lines in this subdivision within the easement areas described below.

As easement areas (S) feet in width along and adjacent to each side of the lot surface and for underground drainage, also an easement area (S) feet in width along and adjacent to each side lot line and the front lot line of each lot for underground utility lines, which easement along the side lot line shall be limited to one side of any one lot; provided, however, that where more than one lot is involved as a building site, then the (S) feet area along and adjacent to the side boundaries of the lots involved as a building site, shall be subject to said easements as if such building site were one lot. Once the location thereof is modified except by resolution of the Town Commission.

GRANT OF EASEMENT OVER PRIVATE ROADS AND WATERWAYS

Arvida Corporation does hereby grant to each property owner in this subdivision the use, maintenance and enjoyment of private roads and areas and areas of private roads, private waterways and private channels reflected on the subdivision plat of Bay Isles Unit No. 2, as recorded in Plat Book 24, Page 5, Public Records of Sarasota County, Florida. This right of ingress and egress shall be appurtenant to and shall pass with the title to each lot in this subdivision as the same may be conveyed from time to time without necessity of referring to this grant.

NOTES:

1. All bearings shown refer to an assumed meridian.
2. (R) indicates that we refer to the curves they intersect.
3. All curve dimensions are in lengths except as noted.

LEGEND

▣ Permanent Reference Monument

FILED AND RECORDED
IN THE PUBLIC RECORDS OF
SARASOTA COUNTY, FLA.
APR 3 8 33 AM '93

SEMMETT & SIMONS, INC.
ENGINEERS & SURVEYORS - SARASOTA, FLORIDA