

## M E M O R A N D U M

**DATE:** December 1, 2016

**TO:** David Bullock, Town Manager

**FROM:** Alaina Ray, AICP, Director  
Planning, Zoning and Building Department

**SUBJECT:** Discussion regarding Height Regulations Per Town Code Section 158.153(B)(1)

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### **Introduction**

Staff has been directed to bring forward a discussion regarding Section 158.153(B)(1) of the Town's Land Development Code (LDC), which allows up to an additional 10 feet of height over the maximum allowed height for a zoning district for an elevator shaft, enclosed mechanical equipment area, and an enclosed stairwell. The LDC states:

158.153(B). No exceptions to the height regulations shall be permitted except as specifically provided for below:

- (1) One television or dish antenna per principal structure and enclosed elevator shafts, enclosed stairwells, and enclosed mechanical equipment areas not exceeding 15 percent of roof area and not exceeding the height regulations by more than ten feet of the district in which it is located; however, the elevator shafts, stairwells, and mechanical equipment areas, their location and visibility from adjoining streets or properties, should be the subject of site plan review considerations. Parapet walls shall also be permitted as an exception to the height regulations where such wall is required pursuant to the building code in conjunction with an enclosed stairwell.

It is important to note that Section 158.153(B)(1) does not limit the additional height to only certain zoning districts or types of structures.

In addition, The Town's Comprehensive Plan Future Land Use Element Policy 1.1.10 states:

Table 1 illustrates the maximum densities and intensities of development for each future land use category. Height restrictions for each category shall not apply to antennae, enclosed elevator shafts, enclosed stairwells and their parapet walls, enclosed mechanical equipment, chimneys, or house of worship spires, but the Town land development regulations shall limit their height.

As with the LDC, the Comprehensive Plan specifically indicates that the height restrictions within any future land use category are not applicable to the specified features.

### **History of Section 158.153(B)(1)**

The provision within Section 158.153(B)(1) was originally adopted by the Town in 1976, as part of the adoption of the 1977 Zoning Code, but features utilizing the additional height were limited to 10 percent of the roof area. A copy of the section from the 1977 Zoning Code is provided as Attachment A. The section was applicable to all zoning districts, including single-family, and was allowed by right with a provision that they should be the subject of site plan review considerations. Section 158.153(B)(1) was revised in 1997, as part of the adoption of the 1998 Zoning Code, to increase the size allowance to 15 percent of the roof area and to include parapet walls (Attachment B). This section was considered for revision again in 2012, related to potential restrictions on the height of parapet walls, but no ordinance was adopted.

By the time of the first revision to Section 158.153(B)(1) was considered in 1997, numerous single-family homes had been constructed in various zoning districts utilizing the additional allowed height. However, there appears to have been no contemplation to restrict the use of the section to only certain zoning districts or to prohibit the use for single-family homes during the adoption proceedings in 1997 or 2012. A review of those meetings indicates that it was known that Section 158.153(B)(1) applied to all zoning districts and was allowed by right.

### **Application of Section 158.153(B)(1)**

Over the last 40 years, the site plan review considerations appear to have been consistently applied during the Building Permit phase by reviewing the building plans to ensure the features were consistent with the architectural theme of the rest of the structure, the building materials were consistent, the daylight plane conditions were met, and the location and appearance of the features were visually consistent with the remainder of the structure when viewed from the adjoining street and properties.

Single-family properties were never required to go through a formal and separate Site Plan Review Process, as the features in section 158.153(B)(1) were allowed by right, but has consistently been handled through the building plan permit review process. All building plans submitted to the Building Department for a building permit are also reviewed by the Planning and Zoning Staff to determine whether the proposed plans meet the Town's Zoning Code. Comments from the Planning and Zoning Staff regarding any deficiencies are provided to the contractor to make the necessary revisions. The Planning and Zoning Staff verifies that all plans comply with the Town's Zoning Code before a building permit for any structure, addition, or renovation is issued. An example of comments from the Planning and Zoning review process related to the application of Section 158.153(B)(1) is provided as Attachment C.

This process was also mentioned in the minutes of the October 16, 2012, Planning and Zoning Board meeting during the discussion for Ordinance 2012-25, which related to the allowance of parapet walls in Section 158.153(B)(1). The minutes from that meeting

are included as Attachment D and the pertinent discussion notes are highlighted in yellow.

**Single-Family Construction Utilizing Section 158.153(B)(1)**

Since its original adoption in 1977, numerous single-family homes have been built with elevator shafts, enclosed mechanical equipment areas, and enclosed access stairwells utilizing the allowance of up to an additional 10 feet of height for those structural features specified in Section 158.153(B)(1). Provided below is a partial list of these single-family homes, showing the year they were built and the address. Photographs of these homes, showing these features, are also provided with this report (Attachment E). This list was compiled through visual observation of homes on the island and subsequent research for those specific addresses. There is no method to extract a comprehensive listing of this information from the Town’s database; therefore, it is acknowledged that other homes, not included in the following list, were likely built with these features.

<b>YEAR BUILT</b>	<b>ADDRESS</b>	<b>ZONING DISTRICT</b>
1985	5030 Gulf of Mexico Drive	R-1SF
1989	801 Broadway	R-6SF
1994	6609 Gulf of Mexico Drive	R-3SF
1996	700 Gulf Bay Drive	R-4SF
1997	5444 Gulf of Mexico Drive	R-3MX
2002	6665 Gulf of Mexico Drive	R-3SF
2003	5940 Gulf of Mexico Drive	R-3SF
2004	750 Hideaway Drive	R-4SF
2007	725 Hideaway Drive	R-4SF
2012	771 Old Compass Road	R-4SF
2012	572 Hornblower Lane	R-4SF
2015	3456 Gulf of Mexico Drive	R-4MX
2015	3460 Gulf of Mexico Drive	R-4MX
2016	3470 Gulf of Mexico Drive	R-4MX
2016	585 Halyard Lane	R-4SF

It should be noted that the current Florida Building Code (FBC) requires all residential elevators to exit into an enclosed, weatherproof vestibule. Therefore, an enclosed vestibule is considered to be an integral part of a residential elevator. Similarly, the current FBC also requires a landing at the top of all stairwells and does not allow the top step to end at a door. There must be a landing that is at least three feet deep and at least the width of the stairwell and door before reaching the door. As such, an enclosed landing is also considered to be an integral part of an enclosed stairwell.

While Section 158.153(B)(1) allows a maximum area of 15 percent of the roof area to be utilized for the specified features, Staff consistently works to ensure that the area remains as small as possible as part of the “site plan review considerations.” For

example, plans are often submitted showing elevator vestibules and stairwell landings that are initially the size of normal bedrooms or sitting rooms and would be large enough to accommodate furniture. Staff regularly requires these areas to be significantly reduced in size, so as to prevent their use for anything other than their strictly intended purpose.

In the past, there have been homes constructed with access stairways ending at a hatch into the ceiling that provides access to a rooftop deck, often due to HOA covenants and restrictions that did not allow additional height. A ceiling hatch is allowed under the current FBC when its purpose is to access mechanical equipment, but this feature is not specified in the current FBC as an approved access to decks or other areas intended for frequent use.

### **Country Club Shores**

Much discussion has recently taken place regarding the application of Section 158.153(B)(1) in Country Club Shores. During most of the history of Country Club Shores, the neighborhood was governed by five Homeowner Associations (HOAs). These HOAs controlled the architectural and design features of homes within CCS and their covenants and restrictions were stricter than the Town Code, even requiring that "...dwellings be esthetically compatible with the other structures in the subdivision..." and that such determination is "...in the sole discretion of the developer or such plans committee appointed by the developer." (Attachment F)

Multiple long-time Staff members have indicated that there was an awareness that the CCS HOA review committees would not approve any structure above 30 feet, regardless of the allowance in Section 158.153(B)(1). Some property owners installed ceiling hatches, as mentioned above, in order to access rooftop decks as an alternative.

Some of the HOA covenants in CCS have since expired. However, even if HOA covenants are still in effect the Town does not, and cannot, enforce HOA covenants and restrictions, even if those covenants and restrictions are in conflict with Town Code. The Town reviews building plans for compliance with Town Code and FBC, but does not review for HOA covenant and restrictions. If plans submitted to the Town comply with Town Code and the FBC, the Town is obligated by State Law to approve the plans, even if those plans may be in conflict with HOA covenants and restrictions. Property owners bear responsibility for ensuring compliance with all applicable HOA covenants and restrictions and the Town has no role in this approval process, nor does the Town verify as to whether the approval has been sought or granted. This is indicated on all Building Permits issued by the Town, as shown in Attachment G.

Over the years, there have been instances where building plans were approved by the Town that were in conflict with HOA covenants and restrictions. One such case, in 1995, involved construction in CCS that was in compliance with the Town's setback requirements, but did not comply with the CCS HOA's stricter setbacks. The HOA took legal action against the property owner and the construction that was in violation was subsequently removed.

Typically, if plans are approved by the Town and subsequently rejected by an HOA, the property owner submits a change order to the Town to revise the plans.

There have also been several requests over the years for an overlay district or other special zoning restrictions to be placed specifically over CCS, especially after the expiration of the HOA covenants and restrictions. However, this has never moved forward.

### **585 Halyard Lane**

Specific concern has arisen regarding a home currently under construction at 585 Halyard Lane. This home includes an elevator shaft, mechanical area, and enclosed stairwell (Attachment H). These features are fully compliant with Town Code and FBC, as follows:

- The outdoor deck, protective fencing around the outdoor deck, and screened air conditioner compressors are all within the 30-foot maximum height for the zoning district. Section 158.153(B)(1) does not apply to these features. (Attachment I)
- The constructed height for the elevator shaft, enclosed mechanical area, and enclosed stairwell are within the maximum allowable 10-foot height limit for these features, per Section 158.153(B)(1). (Attachment I)
- The enclosed landing for the stairwell is required by the current Florida Building Code and is considered to be an integral part of the stairwell.
- The enclosed vestibule for the elevator is required by the Florida Building Code and is considered to be an integral part of the elevator.
- The elevator with required vestibule, enclosed mechanical area, and enclosed stairwell with required landing are within the maximum allowable 15 percent of the roof area for these features per 158.153(B)(1). The total roof area for the home is 2,993 square feet, which would allow a total maximum of 449 square feet for these features. As constructed, the features total 233 square feet, equaling less than 8 percent of the roof area.
- Regarding the “site plan review considerations,” the plans were reviewed to ensure the design and building materials were consistent with the rest of the structure, the daylight plane conditions were met, and the location and appearance of the features were visually consistent with the remainder of the structure when viewed from the adjoining street and properties. The plans met the Florida Building Code, FEMA regulations, and the Town’s Zoning Code. As mentioned above, under Florida Law, a building permit must be issued when the plans meet these requirements.

The property at 585 Halyard Lane is within CCS HOA IV, which still has active covenants and restrictions. Based on the Amended and Restated Declaration of Covenants and Restrictions Country Club Shores, Unit 4, Parts 1 and 2, filed with the Sarasota County Clerk of the Circuit Court in July 2014 (Attachment J), after the

Building Plans were approved by the Town the property owner would have been responsible for submitting two copies to the HOA design review committee for approval. The review committee would then have had 30 days to either issue a letter of no objection or reject the plans. As discussed above, the Town is not involved in this process. If the review committee rejected the plans due to the height of the elevator shaft, mechanical area, and enclosed stairwell, the property owner would have been responsible for submitting a change order to the Town to revise the plans. No such change order was received by the Town and the property owner commenced construction.

### **Age-Friendly Construction**

Many communities are joining a program known as Age-Friendly Communities, which was established by the AARP and is used to promote community features and construction design that encourages an active lifestyle and enables people to “age in place.” Sarasota County has recently received certification as an Age-Friendly Community and the Town has been approached about becoming certified. Elevators in single-family homes are included in this program as an age-friendly feature, because they allow those with mobility challenges to remain in their homes longer.

### **Recent Trends**

The Town has seen a recent increase in single-family building plans that include elevators as more property owners build two-story homes. It is anticipated that the demand for residential elevators in single-family homes will increase as the median age of the population continues to rise and as more people search for methods that will allow them to age-in-place.

Many of the building plans that include elevators still fall within the zoning district height and do not utilize Section 158.153(B)(1). However, as more homes are built to comply with higher FEMA elevations and with two-story homes now being most common for new construction, there is also an increased desire to utilize elevators and/or stairwells for access to rooftop decks, since the additional FEMA height, combined with a two story home, often enables property owners to have improved scenic views. The lack of ceiling hatches as a specified option under the current FBC for areas meant for frequent access also factors into the increased demand for elevators and enclosed stairwells.

### **Potential Revisions**

If there is a desire to revise Section 158.153(B)(1), so that it does not apply to single-family homes or only applies in certain zoning districts, consideration should be taken as to the creation of non-conforming structures and any potential impacts to certain property rights.

Other potential revisions could include reducing the allowable size back to the original 10 percent of the roof area or specifying that either an elevator or an enclosed stairwell is allowed, but not both. As noted above, the creation of nonconformities and potential impacts to property rights should be considered.

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<sup>i</sup> Revised Covenants and Restrictions Relating to Unit 4, Blocks A, B, C, and D of Country Club Shores; Covenant and Restriction Number 7; Recorded in Official Records, Sarasota County Clerk of the Circuit Court, November 17, 2006.

Attachments:

- A. 1977 Town of Longboat Key Zoning Code
- B. 1998 Town of Longboat Key Zoning Code
- C. Zoning Plan Reviews
- D. Planning and Zoning Board Minutes
- E. Photographs
- F. Country Club Shores Revised Covenants and Restrictions
- G. Sample Building Permit
- H. Halyard Building Plan
- I. Halyard Height Detail
- J. Country Club Shores Amended and Restated Covenants and Restrictions

# **ATTACHMENT A**

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5.62 *Permitted Exceptions to Height Regulations.* No exceptions to the height regulations shall be permitted except as specifically provided for below:

- (a) One television antenna per principal structure and one or more mechanical equipment rooms not exceeding ten (10) per cent of roof area and not exceeding the height regulations by more than ten (10) feet of the district in which it is located; however, such mechanical equipment rooms, their location and visibility from adjoining streets or properties should be the subject of site plan review considerations.
- (b) A church spire or tower may exceed the height regulations of the district within which it is located.
- (c) No sign, nameplate, display or advertising device of any kind whatsoever shall be inscribed upon or attached to any antenna, tower or other structure which extends above the roof of the principal structure or height regulations.
- (d) A planned unit development shall conform to the height regulations of the district within which it is located.
- (e) In instances where buildings are included in a site plan review under section 6.70 of this ordinance, so long as the building height does not exceed the maximum feet regulations and to allow flexibility of design the planning and zoning board may consider and make findings concerning an extension of the maximum stories regulations and the town commission in its action may grant an extension of the maximum stories regulation. (Ord. No. 76-26, §§ 4, 5, 7-21-76)

#### 5.70 Screening regulations.

5.71 *Required screening.* Subject to the requirements of section 5.40, where any nonresidential use directly abuts a single-family residential zone or where a nonresidential use within a multifamily residential zone abuts a residential use in the same or a different residential zone it shall be screened from the adjoining residential zone in one of the following ways:

- (a) By a fence or wall at least five (5) feet but not more than six (6) feet in height of at least sixty (60) percent solidity measured perpendicularly. Said fence or wall shall be located completely within the limits of the nonresidential lot and shall have equal architectural treatment on both sides.
- (b) By landscaping which is selected and arranged to form a visual screen between the nonresidential use and the residential district or use from which it is to be screened. Such landscaping shall be by berm or mature plants having already attained a six-foot height and providing the necessary screening, however a permanent fence to supplement the landscaping may be required. (Ord. No. 77-10, § 4, 5-18-77)

## **ATTACHMENT B**

**§ 158.153 HEIGHT REGULATIONS.**

(A) No building or structure shall have a greater number of stories, nor have an aggregate height of a greater number of feet than is permitted in the district in which the building or structure is located, except as noted in subsection (B) below.

(B) No exceptions to the height regulations shall be permitted except as specifically provided for below.

(1) One television or dish antenna per principal structure and enclosed elevator shafts, enclosed stairwells, and enclosed mechanical equipment areas not exceeding 15% of roof area and not exceeding the height regulations by more than 10 feet of the district in which it is located; however, the elevator shafts, stairwells, and mechanical equipment areas, their location and visibility from adjoining streets or properties, should be the subject of site plan review considerations. Parapet walls shall also be permitted as an exception to the height regulations where such wall is required pursuant to the Building Code in conjunction with an enclosed stairwell.

(2) A church spire or tower may exceed the height regulations of the district within which it is located.

(3) No sign, nameplate, display, or advertising device of any kind shall be inscribed on or attached to any antenna, tower, or other structure which extends above the roof of the principal structure or height regulations, except that religious symbols or identification emblems of religious orders shall be exempt from this restriction.

(4) A planned unit development shall conform to the height regulations of the district within which it is located.

(5) In instances where buildings are included in a site plan review under §§ 158.095 through 158.103, so long as the building height does not exceed the maximum feet regulations and to allow flexibility of design, the Planning and Zoning Board may consider and make findings concerning an extension of the maximum stories regulations and the Town Commission in its action may grant an extension of the maximum stories regulation. The extension shall be obtained prior to site plan review application.

(C) Single-family residences are also subject to daylight plane requirements as follows:

(See Exhibit A Attached.)

(D) The daylight plane requirements of subsection (C) above shall not apply to:

- (1) Chimneys;
- (2) Roof overhangs up to three feet;

# **ATTACHMENT C**

**TOWN OF LONGBOAT KEY**  
**BUILDING DIVISION**  
**PH: 941-316-1966 FAX: 941-316-1970**

**561 BAY ISLES ROAD**  
**(Mail Address: 501 Bay Isles Road)**  
**Longboat Key, FL 34228**

## **PLAN REVIEW SUMMARY**

*DATE:* 12/5/02    *APPLIC #:* [REDACTED]    *1<sup>st</sup> SUBMIT:* 11/26/02    *Review #* 1    *Page* 1 of 1

*PROJECT ADDRESS:* [REDACTED]

*CODES:*  
2001 FLA. BUILDING CODE;  
TOWN OF LONGBOAT KEY  
CODE OF ORDINANCES

*SCOPE*                      NEW SINGLE FAMILY

*APPLICANT:* [REDACTED]

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This is a review of plans received. This review shall not be construed as authority to violate, cancel, alter or set aside any provision of the Town Codes and Ordinances. The following items are required to be reflected on the permit application or plans as appropriate prior to re-review by the Building Staff.

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### **STAFF REVIEW FEES**

Per State Statute 553.80(2)(b), fees will be charged for each time after the third review that plans are rejected for the same code violation. Fees of \$110 per hour per staff person will be charged for: Change orders and addenda to issued permits; Review of review of plans prior to formal submittal; other situations where staff is required or requested to spend exceptional time in review of plans, specifications, or other documentation or in meetings with applicants or owners explaining requirements and/or codes.

### **NO RED LINING OF SUBMITTED PLANS/DOCUMENTS ALLOWED .**

**All submittals for this application must be accompanied by a Letter of Transmittal signed by the Applicant of Record. Plans and supporting plan documents must be submitted in triplicate.**

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### **REVIEW COMMENTS**

#### **BUILDING REVIEW (By STEVE SCHIELD. Direct Phone: 361-6411)**

1. Please show 10' setback to A.C. equipment on plans.
2. Daylight Plane angle shown on plans is 45%. Maximum Daylight Plane on island is 50%. Please correct angle.
3. Please show water setback to edge of pool (15' min.).
4. Please show setbacks to roof overhang on east and north street setbacks; and water setback to rear steps for record.
5. Step 2 lot coverage calculations on Sheet A1B does not agree with scaled plan. Please re-check and make sure lower steps and landing are included in lot coverage calculatins. Scaled plans show coverage to be 302 S.F. not 193 S.F.

Response to all review comments must be received by the building department within 30 days or application will be voided, and applicant will have 10 days to pick up plans after which they will be destroyed.

Any person commencing work on a building, structure, electrical, gas, mechanical or plumbing systems before obtaining the necessary permits will be subject to a double permit fee for all unpermitted work (FBC 104.6.2).

Once issued, each permit shall become invalid unless work is commenced within 6 months of issuance or if permit is abandoned. Permit is considered active when it has received an approved inspection within 180 days. (FBC 104.5.1)

**Site:** [REDACTED]  
**Scope:** Replacement Single-Family Residence  
**Plan Reviewer:** Ric Hartman  
**Date:** March 22, 2011

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**Comments:**

*The applicant shall please provide the following information:*

1. The location and measurements for building height that are shown from the 10-0 Base Flood Elevation do not conform to the town's code requiring an additional one foot freeboard in A flood zones as part of the town's floodplain management program (Chapter 154). Please revise the plans to reflect that all height measurements and the Daylight Plane Angle are drawn from the freeboard height.
2. Please show the height of the peak of the mechanical equipment roofs on sheet A 5.0. This height cannot exceed 10 feet above maximum building height.
3. Please remove any references to a second kitchen. Under the town code, the definition of a dwelling unit includes a kitchen so a second kitchen denotes two dwelling units. The second cooking area does not and may not contain a range, which would also denote a kitchen area. As proposed on Sheet A 2.0, the cooking area is acceptable but must be renamed.

By the way, I appreciate the manner in which the coverage calculations were presented. Please contact me at 941-361-6411, ext. 271 should you have any questions. An error or omission in this correspondence does not authorize or justify violation of the Town of Longboat Key Zoning Codes.

**Site:** [REDACTED]  
**Scope:** Replacement Single-Family Residence  
**Plan Reviewer:** Ric Hartman  
**Date:** April 27, 2011

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**Comments:**

*The applicant shall please provide the following information:*

1. Per Zoning Code Section 158.153(B)(1), the combined areas of the elevator and mechanical equipment structures above the 30 foot maximum building height are not allowed to exceed 15 percent of the roof area. The roof area is the roof footprint and does not include the additional area gained from the slope of the roof. Please provide on the plans the total roof area, and the total area of all structures above the 30 foot maximum building height and the total percentage of the roof area covered by these structures.

Please contact me at 941-361-6411, ext. 271 should you have any questions. An error or omission in this correspondence does not authorize or justify violation of the Town of Longboat Key Zoning Codes.

**Site:** [REDACTED]

**Scope:** New Multi-Family

**Plan Reviewer:** Briana Ozor

**Date:** March 10, 2014

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**Comments:**

*The applicant shall please provide the following information:*

1. Please provide the height from 12' BFE plus 1' Freeboard to the peak of the elevator shaft (excluding the decorative spire). The maximum height of the building allowed is 35' plus 10' for an elevator shaft, or 45' total.
2. Please show that the elevator shaft does not exceed 15% of the roof area.

An error or omission in this correspondence does not authorize or justify violation of the Town of Longboat Key Zoning Codes.

**Site:** [REDACTED]  
**Scope:** New Multi-Family  
**Plan Reviewer:** Briana Ozor  
**Date:** March 10, 2014

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**Comments:**

*The applicant shall please provide the following information:*

1. Please show that the elevator shaft does not exceed 15% of the roof area.

An error or omission in this correspondence does not authorize or justify violation of the Town of Longboat Key Zoning Codes.

**Site:** 585 Halyard Lane  
**Scope:** Replacement Single  
**Plan Reviewer:** Family Maika Arnold  
**Date:** June 29, 2016

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**Zoning Comments:**

*The applicant shall please provide the following information:*

1. Please adjust the lot coverage calculation to include any overhangs that are over usable areas, i.e. the pool deck area. Note that the maximum lot coverage is 30% (plus 5% for a raised pool) and non-open space is 50%. Please use the sheet, attached, as a guide to calculate coverage.
2. Please include the total roof area on sheet A-5 and verify how the 529 sq. ft. for "Access tower max size allowable @ 15% of roof) was calculated.

An error or omission in this correspondence does not authorize or justify violation of the Town of Longboat Key Zoning Codes.

## TOWN OF LONGBOAT KEY SINGLE FAMILY COVERAGE CALCULATIONS: ZONING

This worksheet is to assist in calculating Lot Coverage and Non-Open Space for a lot. All detailed/itemized calculation shall be included on the to-scale site plan, which is signed and sealed by the design professional. All information must be completed and must be illustrated to-scale on your submitted plans.

**LOT COVERAGE** is the area of a lot covered by any structure/building or part of a structure/improvement that is more than six-inches (6") above finished or adjacent grade. Maximum allowable Lot Coverage is established by LBK 158.145 or other project approvals by resolution or ordinance.

**NON-OPEN SPACE** is that area of a lot covered by structure/building/improvements included in Lot Coverage, driveways/parking and walkways (pervious or impervious), swimming pool shells and decks, and any at-grade impermeable feature. Grade from a structure to property line cannot exceed 1:4 slope (LBK 158.156). Maximum allowable Non-Open Space coverage is established in LBK 158.102 (F) or other project approvals by resolution or ordinance.

**LOT SIZE** is calculated as the area within platted lot lines except:

- Where a lot line lies within a public/private street, the edge of the street or the right-of-way shall be considered the lot line.
- Where a lot line lies within a public or private waterway, the Erosion Control Line, mean high water line, water-right-of-way, bulkhead or bulkhead line, whichever is most landward, shall be considered the lot line. (LBK 158.006--LOT LINES)

**LOT SIZE, BUILDABLE:** \_\_\_\_\_ square feet, as supported by submitted signed/sealed survey

Lot Coverage Calculation			
	----- EXISTING	IN SQUARE FEET THIS PERMIT	----- BY OTHERS
<b>1.0 Non-Pool/Spa Areas</b>			
Residential Structure (from exterior walls/columns)			
Garage/Carport (not under house)			
Roof Eave Overhang (exceeding 3' in depth or over useable areas)			
Front Entry & Front Stairs (roofed and unroofed)			
Rear Entry & Rear Stairs (roofed and unroofed)			
Roofed Porch, Lanai and/or Caged Room, Screened Room			
Raised Deck or Terrace (>6" above finished grade)			
Elevated Mechanical Equipment Pad (i.e. a/c, pool)			
Accessory Structure (i.e., gatehouse, clubhouse, shed, gazebo, etc.)			
Other Buildings/Structures/Improvements (>6" above finished grade)			
<b>1.1 Total Non-Pool/Spa Areas</b>			
<b>2.0 Elevated/Caged Pool/Spa Areas (including stairs)</b>			
<b>3.0 Subtotal Lot Coverage Square Footages (lines 1.1 + 2.0)</b>			
<b>3.1 Total Lot Coverage Square Footage</b> of "existing", "this permit" and "by others" in line 3.0		_____ sq. ft.	
<b>4.0 Total Lot Coverage Percentage</b>		_____ sq. ft. (line 3.1) ÷ Lot Size = _____ %	

Non-Open Space Calculation			
	----- EXISTING	IN SQUARE FEET THIS PERMIT	----- BY OTHERS
<b>5.0 At-Grade Improvements</b>			
Driveway/Parking Areas (as per site plan) (all surface types)			
Designated Walkways/Sidewalks (as per site plan) (all surface types)			
Impermeable Patios, Slabs, etc.			
Impermeable Pool Deck (at-grade)			
Pool/Spa Shell (at-grade)			
Mechanical Equipment Pads (i.e. a/c, pool)(at-grade)			
Other Impervious Surface (at-grade)			
<b>6.0 Total At-Grade Square Footage</b> (sum of "existing", "this Permit" and "by others" in 5.0)		_____ sq. ft.	
<b>7.0 Total Non-Open Space Square Footage (lines 3.1 + 6.0)</b>		line 3.1 + line 6.0 = _____ sq. ft.	
<b>8.0 Total Non-Open Space Percentage</b>		_____ sq. ft. (line 7.0) ÷ Lot Size = _____ %	

## **ATTACHMENT D**

**CHAIR WEBB MOVED TO REOPEN THE NOMINATIONS. MR. WILD SECONDED THE MOTION. MOTION CARRIED ON ROLL CALL VOTE: AITKEN, AYE; DALY, AYE; GARNER, AYE; GOLDNER, AYE; HACKETT, AYE; HIXON, AYE; SYMANSKI, NO; WEBB, AYE; WILD, AYE.**

**CHAIR WEBB MOVED TO NOMINATE JACK DALY AS VICE-CHAIR. MR. WILD SECONDED THE MOTION.**

Mr. Aitken questioned since the nominations were reopened whether Mr. Wild and Mr. Hixon would need to be re-nominated. Chair Webb responded they were nominated previously and the nominations were continued to this meeting.

**THE FOLLOWING VOTE WAS TAKEN AT THIS TIME:**

<b>AITKEN:</b>	<b>WILD</b>	<b>DALY:</b>	<b>DALY</b>
<b>GARNER:</b>	<b>HIXON</b>	<b>GOLDNER:</b>	<b>DALY</b>
<b>HACKETT:</b>	<b>HIXON</b>	<b>HIXON:</b>	<b>HIXON</b>
<b>SYMANSKI:</b>	<b>HIXON</b>	<b>WEBB:</b>	<b>DALY</b>
<b>WILD:</b>	<b>DALY</b>		

Mr. Hixon suggested the vote for Jack Daly as Vice Chair be by acclamation.

**AGENDA ITEM #1**  
**ORDINANCE 2012-25, AMENDMENTS TO CHAPTER 158**  
**REGARDING BUILDING HEIGHTS**

Pursuant to published notice, the public hearing was opened.

Ric Hartman, Planner, reviewed the staff report and a PowerPoint presentation noting:

- The height issue was raised during adoption of Ordinance 2012-06 amending the Comprehensive Plan, and one of the things it did was it reiterated language about certain exceptions to the building height in Policy 1.1.10 of the Future Land Use Element
- Section 158.145 was where the Zoning Code established maximum building heights for the zoning districts, and what was being proposed in this ordinance was a footnote denoting certain exceptions granted in Section 158.153
- Another item recommended by the P&Z Board to the Town Commission was that waterfront restaurants be allowed an additional five feet in height through the site plan approval process; it was added in the Comprehensive Plan, but not within the land development regulations
- Staff was trying to show what the maximum heights were for all zoning districts
- Concerning bell towers, spires, or house of worship structures that were attached or unattached, the Board had voted to recommend that the maximum height be

ten feet above maximum height of the zoning district, unless additional height was granted through the site plan approval process

Discussion ensued on the following:

- Whether existing churches that might exceed the height would be grandfathered with staff noting they have site plan approval so they would not be non-conforming, because the height would have been approved
- Whether a footnote was as good as an ordinance provision; Attorney Fernandez explained they were considered part of the code and had the same impact
- Concern whether the height would be “buried” in the site plan application or approval and if the Board could include the language ‘*additional height was specifically granted*’ on the plan; staff noted it would not be, because the applicant would have to justify the additional height being requested
- There was no criteria mentioned as to the intent of input, or decision making, for the application of the exceptions to the existing requirements; the way it was written would require “exceptions to the exception;” staff noted this process was different than the site plan approval process because the extra ten feet was a matter of right
- Whether the same philosophy would be applied for waterfront restaurants with staff noting it was the Board’s decision at the time of review
- Concerning the issue of no criteria, staff explained the additional five feet did not have any criteria, and there was no criteria to make findings as to why they should be granted
- That during the previous meeting, the Board recommendation was to cap the height for existing churches and their appurtenances at ten feet above their building height
- Why the request could not be pursued as a variance; staff noted a variance would be outside the scope of the review of the site plan and would be heard before the Zoning Board of Adjustment

There was discussion concerning FEMA rules and whether it changed where the freeboard was located, and whether there was the possibility of it being different from one end of the island to the other. Mr. Hartman explained that it varied around the island and on the gulf-side it was mandated by the Florida Department of Environmental Protection (FDEP). The churches were basically measured from finished grade, because they were not considered residential structures so they were typically flood proofed, similar to commercial buildings. Mr. Wild asked if on the north end of the island it could not exceed 35 feet for residential. Mr. Hartman replied it was 30 feet measured from the freeboard. Mr. Wild asked if the Longboat Island Chapel spire was grandfathered. Mr. Hartman commented the height was approved through the site plan process and, at that time, there were exceptions, so it was not grandfathered because it went through the proper process. It was asked if a storm removed the spire would the chapel have the right to rebuild. Mr. Hartman responded yes, because it would have been through involuntary destruction.

Mr. Wild asked if the cross that was denied during the site plan process for Christ Church could be reapplied for under this ordinance. Mr. Hartman noted the maximum building height for the church was at 40 feet, so the cross would be at 50 feet.

Mr. Wild suggested the additional height be set at 15 feet.

Mr. Hackett referred to the first provision (Section 158.153), next to the last sentence, and suggested inclusion of the language, "by more than 10 feet of the **zoning** district," in order to provide clarification. Mr. Symanski asked if that would require a language change in other sections or would it mean something different. Mr. Hartman replied no.

Mr. Symanski believed a variance option would be inappropriate, because they would have to prove unreasonable use of the property. He asked if the ordinance was adopted could the Christ Church request additional height for a cross. Mr. Hartman explained that if the ordinance was adopted as written, then they would only need to apply for a building permit. Mr. Symanski asked what would they need to do if the 15 feet was adopted. Mr. Hartman responded they would need to come back and request a site plan amendment approval. Mr. Symanski asked if there was no discretion in the site plan review to determine if a request from a waterfront restaurant was detrimental to the neighborhood. Mr. Hartman commented the way it was written with 'may be granted,' it was not a right; it would be part of the site plan review process under Section 158.097. Mr. Hixon commented the issue of the cross was never discussed by the Board during Christ Church's site plan review. Mr. Wild believed the cross issue was a decision of the previous director. Mr. Hixon commented that he would like to see a cross on the church. Mr. Wild reiterated that he would like the ordinance to be amended to state 15 feet versus 10 feet.

No one else wished to be heard, and the hearing was closed.

MR. WILD MOVED TO RECOMMEND APPROVAL OF ORDINANCE 2012-25 WITH THE AMENDMENT THAT THE ADDITIONAL HEIGHT BE REVISED FROM 10 FEET TO 15 FEET. MR. GARNER SECONDED THE MOTION.

MR. SYMANSKI MOVED TO AMEND THE MOTION TO LIMIT THE ADDITIONAL HEIGHT TO TEN FEET. MR. HIXON SECONDED THE MOTION.

Mr. Hixon commented that a cross was a proportionate symbol and not misconfigured if it was not a certain height. Mr. Hartman commented there were two separate issues for the ten foot rule. There was the ten foot rule for elevator shafts, parapet walls, etc., and there was a ten foot rule for house of worship – appurtenant structures. Chair Webb asked Mr. Wild to clarify whether he only wished the 15 feet to apply to house of worship-appurtenant structures or include elevator shafts, parapet walls, etc. Mr. Wild noted he was suggesting 15 feet for both.

Mr. Garner pointed out the modification from 10 feet to 15 feet did not grant a right, but an opportunity. The Board was not "giving it away," because the applicant would have to justify the additional height. Mr. Hartman noted it was a right, because it was not part of the site plan approval process. They would have to go through the site plan review process if they wish to exceed the additional height of 15 feet. Discussion ensued on the additional height and what it would allow, and the proportion and scale.

Mr. Wild withdrew his amendment. Mr. Garner withdrew his second.

Mr. Symanski withdrew his amendment to Mr. Wild's motion. Mr. Hixon withdrew his second.

**MR. WILD MOVED TO RECOMMEND APPROVAL OF 2012-25 SUBJECT TO THE AMENDMENT THAT THE WORD 'ZONING' BE INCLUDED BEFORE 'DISTRICT' IN SECTION 158.153. MR. GARNER SECONDED THE MOTION. MOTION CARRIED ON ROLL CALL VOTE: AITKEN, AYE; DALY, AYE; GARNER, AYE; GOLDNER, AYE; HACKETT, AYE; HIXON, AYE; SYMANSKI, AYE; WEBB, AYE; WILD, AYE.**

AGENDA ITEM #2  
CONSENT AGENDA

**MR. HIXON MOVED APPROVAL OF THE MINUTES OF THE SEPTEMBER 18, 2012, MEETING AND SETTING THE FUTURE MEETING DATE FOR NOVEMBER 20, 2012. MR. GARNER SECONDED THE MOTION. MOTION CARRIED UNANIMOUSLY.**

Mr. Aitken questioned the status of the telecommunication policy discussion that was held at the October 15, 2012, Town Commission workshop.

Robin Meyer, Planning, Zoning & Building Director, explained the purpose of the meeting was to get direction from the Town Commission as to how they wish staff to move forward with the issue of cell towers. After a lengthy discussion they directed staff to conduct more research as questions were raised regarding the actual studies that were done and what was mandated by the federal code. He noted there was also testimony that 4G antennas cover twice the distance than current antennas, so staff was asked to investigate that issue. They were also asked to review the zoning classifications for siting. He mentioned there was discussion of dropping 'towers' from the Comprehensive Plan but it created the issue to limit towers to 30 feet, which prohibition was not allowed under the federal and state regulations. There was consensus from the Board that the Town should move forward on this issue.

Mr. Daly discussed that at the last meeting the Board had reviewed a proposed hedge height ordinance and referred it back to staff for further work with the intent of bringing it back to the Board. Mr. Meyer explained that the direction of the Town Attorney was when an ordinance was recommended for denial by the Board, it did not come back to the Board and was moved forward with that recommendation to the Town Commission.

He commented there was a formal vote to deny the ordinance versus the Board requesting additional information.

Mr. Hixon discussed hedges and asked if in this instance, if every other plant was removed and relocated ten feet to the south, it would now be a row of trees on the property line and a row of trees in the middle of the side yard. Steve Schield, Planner, responded that he would have to carefully review; there would be Podocarpus on the line, and he had not deemed it as a tree, but it was a shrub. In this case it was a shrub used as a hedge. Mr. Hixon believed he was stating it was the space relationship between plant edges, and if there was open space, it was not a hedge, but if it was continuous touching vegetation, then it would tend to be defined as a hedge. Mr. Schield commented it could also be species.

Mr. Aitken questioned the status of the Longboat Island Chapel application for a cell tower and asked if the applicant was aware of what was needed in order the deem the application complete. Mr. Meyer replied yes.

George Spoll, Fairway Bay, informed the Board that Tom Aposporous, president of the Longboat Key/Lido Key/St. Armand's Key Chamber of Commerce was resigning as president. He commented that part of Mr. Aposporous' frustration was with the telecommunication issue and the lack of support from the community for the cell tower. He noted that Mr. Aposporous would be running for commissioner on Anna Maria, but would continue to work with the Revitalization Task Force on Longboat Key.

#### ADJOURNMENT

The meeting was adjourned at 10:12 am.

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Laurin Goldner, Secretary  
Planning and Zoning Board

# **ATTACHMENT E**

5030 Gulf of Mexico Drive

Year Built - 1985



801 Broadway

Year Built - 1989





6609 GMD – Built 1994

**700 Gulf Bay Drive**

**Year Built - 1996**



# 5444 Gulf of Mexico Drive

Year Built - 1997



**6665 Gulf of Mexico Drive**

**Year Built - 2002**

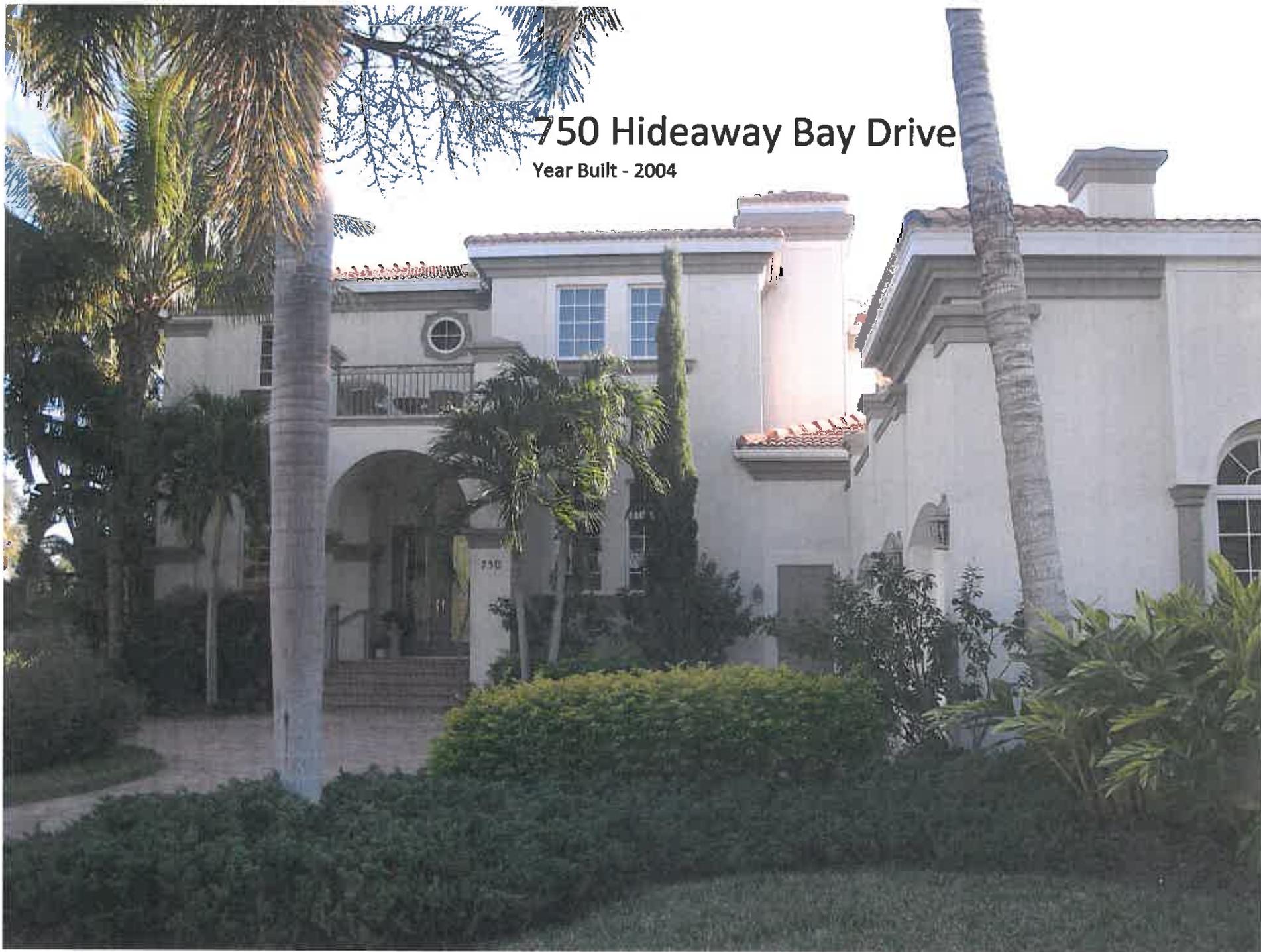


5940 Gulf of Mexico Drive    Year Built - 2002



# 750 Hideaway Bay Drive

Year Built - 2004



# 725 Hideaway Bay Drive

Year Built - 2007



**771 Old Compass Road**

**Year Built - 2012**



572 HORNBLLOWER LANE    YEAR BUILT – 2012



# 3456 Gulf of Mexico Drive

Year Built - 2015



# 3460 Gulf of Mexico Drive

Year Built - 2015



# 3470 Gulf of Mexico Drive

Under Construction - 2016



585 Halyard Lane

Under Construction - 2016



# **ATTACHMENT F**

✓ James Essenson  
2071 MAIN ST  
SARASOTA FL 34237

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2006202718 58 PAGES  
2006 NOV 17 02:44 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CEAGLETO Receipt#852813



**Revived Covenants and Restrictions  
Relating to Unit 4, Blocks A, B, C and D of Country Club Shores**

**Preamble**

Blocks A, B, C and D ("Part 1") of Unit 4 of Country Club Shores are platted as set forth in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida. Longboat South Corp. ("developer") was the original owner and developer of all lots in Part 1 (sometimes collectively called herein "said land") and placed certain covenants and restrictions on all the lots in Part 1, which were to run with the title to such lots (the "Original Covenants and Restrictions") and which were recorded in Official Records Book 416, pages 989 et seq. of the Public Records of Sarasota County, Florida, on March 11, 1963. Pursuant to the Original Covenants and Restrictions, the developer caused a not-for-profit corporation to be formed under the name Country Club Association, Inc. (the "Association"), as the corporate vehicle for the homeowners' association governing, among others, Part 1. The rights, powers, privileges and authorities given to the developer under the Original Covenants and Restrictions were, pursuant to their terms, subsequently vested in the Association.

As a result of the Marketable Record Titles to Real Property Act, Chapter 712, Fla. Stat., the Original Covenants and Restrictions ceased to govern some or all of the lots in Part 1. Pursuant to Section 720.403 et seq., Fla. Stat. (2006)(the "Revival Law"), owners, located in Part 1, formed an organizing committee (the "Organizing Committee") for the purpose of initiating the revival of the covenants and restrictions for Part 1. The Organizing Committee prepared, and caused to be prepared, the complete text of the proposed revived covenants and restrictions (the "Revived Covenants and Restrictions") and all other required documents, for submission to the lot owners in Part 1 for their approval, all in accordance with Section 720.405 of the Revival Law.

Annex A, attached hereto, identifies each lot, which is subject to these Revived Covenants and Restrictions and other governing documents of the Association, by its legal description and by the name(s) of the lot owner(s) or the person(s) in whose name(s) the lot is assessed on the last completed tax assessment roll of Sarasota County at the time when the Revived Covenants and Restrictions were submitted for approval by the lot owners.

Annex B, attached hereto, represents a graphic depiction of all the lots governed by these Revived Covenants and Restrictions. All lots identified in Annexes A and B were once governed by the Original Covenants and Restrictions.

Annex C, attached hereto, consists of copies of the existing articles of incorporation of the Association, which continues to be in existence and, therefore, does not need to be revived.

Annex D, attached hereto, consists of the existing bylaws, including all amendments, of the Association.

In order to avoid delaying the completion of the revival process, the Organizing Committee proposed to revive the Original Covenants and Restrictions essentially unchanged, except for

- (a) this new preamble, which recites their updated history and replaces the preamble of the Original Covenants and Restrictions, and
- (b) new paragraphs 18 through 21, which have been added at the end of the Revived Covenants and Restrictions in accordance with Sections 720.404(3Xa) and 720.405(4)(a), (b) and (c) Fla. Stat. (2006)..

The Revived Covenants and Restrictions do not contain covenants and restrictions that are more restrictive on the lot owners than the covenants and restrictions contained in the Original Covenants and Restrictions, except as set forth in Sections 720.404(3)(a) and (d) of the Revival Law.

The owners of a majority of the lots in Part 1 have agreed in writing to the Revived Covenants and Restrictions and other governing documents in accordance with Section 720.405(6) of the Revival Law, and the Department of Community Affairs has given its approval by letter, dated November 14, 2006 (Annex E hereto), in accordance with Section 720.406 of the Revival Law.

NOW, THEREFORE, the Association does hereby for itself and its successors and assigns restrict the use, as hereinafter provided, of all of the lots in Part 1, as more specifically identified in Annexes A and B attached hereto, except when any specific provision is limited by its terms to fewer than all the lots, and the Association does hereby place upon said land the following Revived Covenants and Restrictions to run with the title thereto until the 1<sup>st</sup> day of January, 2032, as follows:

1. Said land shall be used for residential purposes exclusively.
2. No structure shall be erected, altered or permitted to remain on any lot or subdivided lot or building plot on said land other than one single family dwelling. No other buildings or other outbuildings detached from the dwelling shall be permitted on said land. All garages on said land shall be attached to the dwelling. No building or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land and no building

shall be altered or converted into a duplex residence, garage apartment or apartment house.

3. No structure, including a dwelling or any part thereof, whether such part be porch, veranda, garage, carport or otherwise, which projects more than three feet above the surface of the land, shall be erected or placed on any part of said land which lies within 20 feet from the street line, within 25 feet from the canal, within 20 feet from Sarasota Bay or within 10 feet from any side lot line, except lots 1 through 8 inclusive of Block A shall be exempt from the 20 foot set back from Sarasota Bay and a 15 foot set-back shall be required and except those lots having frontage on Gulf of Mexico Drive shall be exempt from the 25 foot set-back from the canal and a 12 foot set-back shall be required. All set-backs shall be measured from the portion of the dwelling closest to the lot line. If a dwelling is erected on more than one lot or on a building plot composed of part or more of one lot, then the said line restrictions contained above in this paragraph shall apply only to the extreme side lines of the two or more lots or the building plot occupied by such dwelling. No lot shall be increased in size by filling in the waters on which it abuts.

4. No noxious or offensive trade or activity shall be carried on said land, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood. No horses, sheep, cows, goats, swine, poultry or other animals excepting household pets, shall be kept, raised, or maintained on said land. Prior to the occupancy of a residence on any lot or building plot on said land, proper and suitable septic tank or tanks shall be constructed on each lot or building plot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank or tanks. All garbage or trash containers, oil tanks and bottled gas tanks must be underground. No garbage shall be burned on the land. Any clothes or wash line shall be enclosed in a screened service area. Any machinery, including air-conditions which create excessive noise may be required by the developer to be shielded to minimize the condition. No signs of any type shall be permitted on said land or on any improvements thereon except such signs as maybe approved by the developer. No automobile, trailer, or tent to be used wholly or partly, permanently or temporarily for residential purposes shall be allowed to occupy said land, nor shall any structure be erected upon or moved on to said land, unless it shall conform to and be in harmony with existing structures and the restrictions herein. Except during the time necessary for pick-up and delivery service, no motor trucks or tractor or trailer shall be parked on or allowed to occupy any of said land or any of the streets or roads adjacent thereto. Nothing herein shall be construed to prevent the developer or its agents from erecting or maintaining on any part of said land, owned by it, such commercial and display signs and such temporary structures as may reasonably be required by it for development and sale purposes, and such utility buildings as may be necessary to provide water for general use by the owners of the subdivision.

5. No dwelling house shall be erected, placed or allowed on any lot or building plot on said land unless the square foot area of such dwelling house, exclusive of patios, porches, breezeways, carports, garages, storage sheds and other

non-heated or non-airconditioned areas shall be not less than 1200 square feet, 1000 square feet or more of which shall be on the ground floor. No dock or boat mooring shall be covered and no structure shall project more than three feet above its deck.

6. No drives, walks, fences or walls shall be placed, erected, or constructed on said lot or building plot on said land prior to the erection or construction of a permanent residence dwelling thereon, provided however, that such drives, walks, fences or walls may be erected and constructed on any such lot or plot simultaneously and in conjunction with the erection of a permanent residence thereon.

7. No residence dwelling, landscape planting, bulkhead, dock, fences or walls or other structures shall be erected, placed, or allowed on said land or moved onto said land or altered while on said land until after the plans, specifications and location of the same shall have been approved in writing by said developer, or a committee appointed by the developer. In addition to requirements as to size and setbacks no dwelling shall be erected, placed or allowed on said land unless the same shall be individually designed and unless such dwelling be esthetically compatible with the other structures in the subdivision in the sole discretion of the developer or such plans committee as may be appointed. No asphalt shingles shall be used for roofing material and if white gravel or marble chips are used for roofing material they shall be vinyl sprayed. No open carports may face the street and no dwelling shall have simulated brick on the exterior. No dwelling house shall be duplicated in the same block or street. Plantings and hedges shall be controlled so as not to obstruct the view down canal. One copy of the drawings and specifications of each improvement or alteration shall be filed as a permanent record with the developer. The developer may charge a reasonable fee (not in excess of that charged by the Town of Longboat Key) for examination of the plans and specifications and for the inspection of construction. If the developer shall fail to approve or disapprove said plans, specifications and location within thirty days after written request for such approval, then such approval shall not be required, provided however, that if the developer shall fail to approve or disapprove said plans, specifications and location within thirty days after such written request, any building or other structure erected, placed, or allowed on said land nevertheless shall not violate any of the restrictions herein contained and shall conform to and be in harmony with existing structures erected on said land. All construction shall be completed within four months of the commencing date of construction; to insure completion within the time limitation, a surety bond shall be posted by the owner-builder unless the structure is being constructed by a general contractor approved by the developer. No certificate of occupancy shall be approved by the developer until structures and landscaping shall have been completed according to approved plans.

8. Said land shall not be subdivided or sold or leased in parcels except as provided in this paragraph. The developer may subdivide (by deed or otherwise) or replat any one or more lots shown on said plat in any way it sees fit so to do, except that no residence shall be erected on any such replatted or resubdivided lot or lots or

fractional part or parts thereof if such replatted or resubdivided lot or lots or such fractional part or parts thereof have an area of less than ten thousand (10,000) square feet and the several covenants, restrictions and reservations herein set forth, in case any of said lots shall be subdivided or replatted as aforesaid, shall apply to the lots as subdivided or replatted, but not as originally platted on said plat.

9. Where a building has been erected or the construction thereof substantially advanced, and is situated on any lot of said land, as now platted, or on any subdivided or replatted lot or building plot, in such a manner that the same constitutes a violation or violations of the covenants herein contained in paragraph numbered 3, the developer shall have the right at any time to release such lot or subdivided lot or building plot, or portions thereof from such part or provisions of the said paragraph numbered 3 as are violated; provided however, that said developer shall not release a violation or violations of such covenants in paragraph number 3, except as to violations it determines to be minor and the power to release any such lot or plot from such violation or violations shall be dependent upon a determination by the developer that the violation or violations for which releases are given are minor. And the developer shall also have the right at any time to release any lot or lots, or parts thereof as shown on said plat, from the said covenants in paragraph numbered 3 for the purpose of subdividing or replatting such lot or lots, or such parts thereof, as permitted by covenants in paragraph numbered 8 above, provided however, that where any such lot or lots shall be so subdivided or replatted the said covenants contained in paragraph numbered 3 and the other covenants, restrictions and reservations herein contained shall apply to such subdivided or replatted lots or building plots, as subdivided or replatted.

10. Said developer may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

11. That developer may at any time release any one or more lots shown on said plat from any and/or all of the restrictions and covenants running with the land herein set forth, and also from any and/or all additional restrictions and covenants imposed pursuant to the provisions of paragraph 10 above, provided the written consent thereto of the owner or owners of not less than three-fourths in number of the lots shown in said plat shall be obtained.

12. If the developer shall transfer or assign the development of such subdivision or if it shall be succeeded by another in the development of such subdivision, then such transferee, assignee, or successor shall be vested with the several rights, powers, privileges or authorities given said developer by any part or paragraph hereof; the foregoing provisions of this paragraph 12 shall be automatic, but developer may execute such instrument as it shall desire to evidence the vesting of the several rights, powers, privileges and authorities in such transferee, assignee or successor. In addition and in the event the developer contemplates or is in the process of dissolution, merger or consolidation, the developer may transfer and assign to such

person, firm, or corporation as it shall select any and all rights, powers, privileges and authorities given the developer by any part or paragraph hereof, whether or not the developer shall also transfer or assign the development of such subdivision or be succeeded in the development of such subdivision. In the event that any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges and authorities given said developer under the provisions hereof, such rights, powers, privileges and authorities shall be vested in and exercised by an association of owners and in such event such association shall then have the same rights, powers, privileges and authorities as are given to the developer by any part or paragraph hereof; nothing herein shall be construed as conferring any rights, privileges, powers, and authorities in said committee except in the event aforesaid.

13. The developer will organize an association of the owners of the various lots in said subdivision and shall incorporate the same at its expense as a not-for-profit corporation. The developer shall convey to said corporation the fee simple title to all roads and rights of way as delineated and set forth on said plat no later than such time as seventy-five (75%) percent of the total number of lots in Country Club Shores, Unit 4 are sold. All said lot owners shall automatically be members in said corporation and shall be governed by the corporation's by-laws.

The developer for itself, its successors and assigns reserves the fee simple interest in and to all roads and rights of way as shown on said plat for ingress and egress, it being distinctly understood that said rights of way are not dedicated for public uses, but title thereto is reserved by the developer as private roadways wholly for the use and benefit of the residents and owners of lots in said subdivision with the right and use to each and every of said lot owners of ingress and egress for thoroughfare purposes over and upon said delineated roads and/or rights of way.

14. The covenants and restrictions numbered 1 to 13 above, unless released or terminated, as herein provided shall remain in force and effect until the first day of January, 2032, and until said date shall be deemed to be covenants running with the title to said land. If any person claiming under the developer shall violate or attempt to violate any of the restrictions or covenants, it shall be lawful for the developer, or any person or persons owning any lot on said land: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provided however, the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law. Invalidity of any provision of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the covenants and restrictions which shall remain in full force and effect.

15. The owner from time to time of each lot, prior to commencement of the erection of any residence on such lot, shall cut, or cause to be cut, and keep cut or

cause to be kept cut below a height of twelve inches, all weeds and brush on said lot and shall remove any resulting debris. Should such owner fail to do so, the developer may do so, and the reasonable expense thereof shall be paid by such owner to the developer within thirty (30) days thereafter. No seawall or bulkhead shall be erected on any lot by any lot owner as a repair or replacement of existing seawall, except pursuant to the present design and location. In the event any seawall in need of repair or replacement is not so repaired or replaced by the lot owner, developer reserves the right, at its option, to construct a seawall along the line of any lot or lots and upon completion thereof the actual cost of said seawall shall be paid prorata by each and every owner effected. The developer may furnish street lighting in the subdivision and effective January 1, 1964 owners of lots shall pay developer a prorata share of the cost of lighting the streets and maintaining circuits, lamp posts and other electrical equipment used in connection with street lighting. In the event of a failure of such owner to pay the developer as above provided, the developer shall have the right to file a notice of lien in the office of the Clerk of the Circuit Court of Sarasota County, Florida and from and after the filing of such notice of lien, the developer shall have a lien on such lot for the payment of such sum, with interest at the rate of six percent (6%) per annum, all in like manner as if the developer had performed such work at the instance and request of such owner. And such lien, however, shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

The developers right to cut weeds and brush, repair or replace seawall and furnish street lighting may be assigned to a property owner's association by the developer at such time as an association is organized by the property owners. In the event such rights are assigned to an association, the association shall assume said obligations and rights of developer and developer shall transfer the street lighting facilities to said association.

16. All buildings which are constructed on any of the lots on the land described herein shall be connected to the water system of the developer or such other water system designated by developer, its successors or assigns and shall be subject to installation fees and charges for water consumed. All owners of property within the premises described expressly grant to the developer, its successors or assigns or to such other water system designated by developer, a license for any agent or employee of the said developer or designee, its successors or assigns, to enter upon any of the premises herein described for the purpose of installation of water meters and water lines and for the routine reading, servicing and maintenance of said installations.

17. And the said developer hereby covenants and agrees that every contract of sale or deed made by developer prior to January 1, 1988, or if these restrictions are not then terminated, to January 1, 2032, where in is described any lot of said land shall include or be subject to, by reference or otherwise, each and every the foregoing covenants numbered 1 to 16 inclusive, or the substance thereof, and,

subject to the reservations herein, the developer shall conform with and abide by the foregoing covenants numbered 1 to 16 inclusive, as to all of said land.

18. The voting interest of each parcel owner or lot owner shall be the same as the voting interest of the parcel owner or lot owner under the previous governing documents.

19. The proportional-assessment obligations of the owner(s) of each parcel or lot shall be the same as the proportional-assessment obligations of the owner(s) of the parcel or lot under the previous governing documents.

20. These Revived Covenants and Restrictions may be amended with the approval of the owners of no less than two-thirds of the affected parcels or lots.

21. These Revived Covenants and Restriction shall remain in effect until January 1, 2032. Therefore, throughout these Revived Covenants and Restrictions the date "January 1, 2013", appearing in the Original Covenants and Restrictions, is herein replaced by "January 1, 2032".

IN WITNESS WHEREOF, the president and the secretary, respectively, of the Association, being duly authorized, have signed, sealed, attested and delivered these Revived Covenants and Restrictions for Country Club Shores, Unit 4, Blocks A, B, C and D (Part 1) on behalf of the Association on this 17th day of November, 2006.

Country Club Association, Inc.

By Lynn Larson  
Lynn Larson, President

(Corporate Seal)

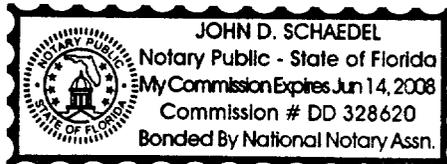
Attest:

Axel P. Seyler  
Axel P. Seyler, Secretary

STATE OF FLORIDA  
SARASOTA COUNTY

On this 17<sup>th</sup> day of November, 2006, Lynn Larson appeared before me who identified herself by Florida driver's license No. L625-524-50-968-0 and who, after being duly sworn, acknowledged and affirmed that she is the president of Country Club Shores, Inc. ("Association") and that, being duly authorized to do so, she executed and delivered the foregoing document on behalf of the Association as her free act and deed as such officer.

WITNESS my signature and official seal in Sarasota County and the State of Florida this 17<sup>th</sup> day of November, 2006.



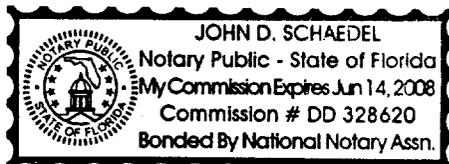
*John D. Schaedel*  
Notary Public

My Commission expires: 6.14.2008

STATE OF FLORIDA  
SARASOTA COUNTY

On this 17<sup>th</sup> day of November, 2006, Axel P. Seyler appeared before me who identified himself by Florida driver's license No. S460-015-27-094-0 and who, after being duly sworn, acknowledged and affirmed that he is the Secretary of Country Club Shores, Inc. ("Association"), and that, being duly authorized to do so, he attested the execution and delivery of the foregoing document on behalf of the Association as his free act and deed as such officer.

WITNESS my signature and official seal in Sarasota County and the State of Florida this 17<sup>th</sup> day of November, 2006.



*John D. Schaedel*  
Notary Public

My Commission expires: 6.14.2008

## Annex A

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**Annex A**  
To Revived Covenants and Restrictions for  
Unit 4, Blocks A, B, C and D ("Part 1") of Country Club Shores

The following list identifies each parcel, which is to be subject to the Revived Covenants and Restrictions to which this Annex A is attached and the other governing documents for Part 1, by its legal description and by the name(s) of the parcel owner(s) or the person(s) in whose name(s) the parcel is assessed on the last completed tax assessment roll of Sarasota County at the time when the proposed Revived Covenants and Restrictions were submitted for approval by the parcel owners. The list also includes the parcel's street address.

Note: In their legal descriptions, all parcels are identified by their lot numbers.

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Lot 1, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): David M. Farrell

Street address of parcel: 668 Halyard Lane, Longboat Key, FL 34228

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Lot 2, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Robert L. and Martha S. Scharff

Street address of parcel: 656 Halyard Lane, Longboat Key, FL 34228

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Lot 3 and one-half of lot 4, Block A, Country Club Shores, Unit 4, as per plat thereof recorded in Plat Book 17, Page 16, Public Records of Sarasota County, Florida.

(Described more particularly: Commence at the Permanent Reference Monument on the North line of Lot 2, Block A, COUNTRY CLUB SHORES UNIT 4; thence South 41degrees 26' West 73.84' for a point of beginning; thence South 45 degrees 36'14" East 100.13' to a point on a seawall; thence South 41degrees 26' West along a seawall and line of Lots 3 and 4 193'; thence North 45 degrees 36'14" West 100.13'; thence North 41degrees 26' East 193' to the point of beginning.)

Name(s): Jean H. Orders

Street address of parcel: 640 Halyard Lane, Longboat Key, FL 34228

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Lot 5, Block A and the Southwesterly 56.53 feet of Lot 4, Block A, Country Club shores, Unit 4, said Southwesterly 56.53 feet of Lot 4 being more particularly described as follows:

Commence at the permanent reference monument on the North side of Lot 2, Block A, Country Club Shores, Unit 4, thence S 41degrees 26' W, 329.84 feet for a POB; thence S 45 degrees 16' 14" E, 100.13 feet to a point on a seawall; thence N 41 degree 26' E along said seawall 56.53 feet to a point; thence N 45 degrees 36'14" W, 100.13 feet to a point on the Northwesterly line of Lot 4 thence S 41 degrees 26' W along said Northwesterly line of Lot 4 a distance of 56.43 feet to the POB, said lands lying and being in Sarasota County according to a Plat thereof recorded in Plat Book 17, Page 16 of the Public Records of Sarasota County, Florida.

Name(s): Mary S. Ramsey, Mary Ramsey Residential Partner

Street address of parcel: 620 Halyard Lane, Longboat Key, FL 34228

---

Lot 6, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): John F. and Judith Hays  
Street address of parcel: 608 Halyard Lane, Longboat Key, FL 34228

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Lot 7, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): John F. and Judith H. Hays  
Street address of parcel: 596 Halyard Lane, Longboat Key, FL 34228

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Lot 8, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): William A. Bowe  
Street address of parcel: 584 Halyard Lane, Longboat Key, FL 34228.

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Lot 9, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Domenic and Mariana Martelli  
Street address of parcel: 572 Halyard Lane, Longboat Key, FL 34228

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Lot 10, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County Florida.  
Name(s): Richard and Docia Powell  
Street address of parcel: 560 Halyard Lane, Longboat Key, FL 34228

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Lot 11, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Richard and Eden Neumann  
Street address of parcel: 548 Halyard Lane, Longboat Key, FL 34228

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Lot 12, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Arline and Peter A. Oppizzi  
Street address of parcel: 536 Halyard Lane, Longboat Key, FL 34228

---

Lot 13, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Rush E. and Cynthia Simonson  
Street address of parcel: 524 Halyard Lane, Longboat Key, FL 34228

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Lot 14, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Clarence H. Kemp  
Street address of parcel: 512 Halyard Lane, Longboat Key, FL 34228

---

Lot 15, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Roger P. Picard  
Street address of parcel: 500 Halyard Lane, Longboat Key, FL 34228

---

Lot 16, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Norman L. Jr. and Lizabeth W. Cavedo  
Street address of parcel: 970 Bogey Lane, Longboat Key, FL 34228

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Lot 17, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Graham and Joan E. Forbes

Street address of parcel: 980 Bogey Lane, Longboat Key, FL 34228

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Lot 18, Block A, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): William C. and Nadine Cannon

Street address of parcel: 990 Bogey Lane, Longboat Key, FL 34228

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Lot 1, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Sharon Rosengarden

Street address of parcel: 669 Halyard Lane, Longboat Key, FL 34228

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Lot 2, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): James and Loretta Tanovich

Street address of parcel: 657 Halyard Lane, Longboat Key, FL 34228

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Lot 3, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Ines P. and Seth Tendler

Street address of parcel: 645 Halyard Lane, Longboat Key, FL 34228

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Lot 4, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Frieda and Dieter H. Dettlaff

Street address of parcel: 633 Halyard Lane, Longboat Key, FL 34228

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Lot 5, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Ronald M. and Anne K. Pastore

Street address of parcel: 621 Halyard Lane, Longboat Key, FL 34228

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Lot 6, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Catherine A. St. Clair Trust

Street address of parcel: 609 Halyard Lane, Longboat Key, FL 34228

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Lot 7, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Margaret M. Malone

Street address of parcel: 597 Halyard Lane, Longboat Key, FL 34228

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Lot 8, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Susan C. Foreman

Street address of parcel: 585 Halyard Lane, Longboat Key, FL 34228

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Lot 9, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): David C. and Catherine S. Cuthell

Street address of parcel: 573 Halyard Lane, Longboat Key, FL 34228

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Lot 10, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Alligator 42 LLC

Street address of parcel: 561 Halyard Lane, Longboat Key, FL 34228

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Lot 11, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Christine W. Hale

Street address of parcel: 549 Halyard Lane, Longboat Key, FL 34228

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Lot 12, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Napoleone and Palma Mazzara

Street address of parcel: 537 Halyard Lane, Longboat Key, FL 34228

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Lot 13, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Robert L. Richardson

Street address of parcel: 525 Halyard Lane, Longboat Key, FL 34228

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Lot 14, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Janice Johnston

Street address of parcel: 513 Halyard Lane, Longboat Key, FL 34228

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Lot 15, Block B, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Joe L. Menger

Street address of parcel: 501 Halyard Lane, Longboat Key, FL 34228

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Lot 1, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Robert Young

Street address of parcel: 642 Ranger Lane, Longboat Key, FL 34228

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Lot 2, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Mark L. Goitein

Street address of parcel: 632 Ranger Lane, Longboat Key, FL 34228

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Lot 3, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Thomas H. Jr. and June R. Morse

Street address of parcel: 622 Ranger Lane, Longboat Key, FL 34228

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Lot 4, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Sandra H. Levy

Street address of parcel: 612 Ranger Lane, Longboat Key, FL 34228

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Lot 5, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Gerald W. and Suzette Seigel

Street address of parcel: 602 Ranger Lane, Longboat Key, FL 34228

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Lot 6, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): William A. Johnsen and Marian O'Brien

Street address of parcel: 592 Ranger Lane, Longboat Key, FL 34228

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Lot 7, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): C. Gordon and Sandra G. Niles

Street address of parcel: 582 Ranger Lane, Longboat Key, FL 34228

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Lot 8, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Jann W. Shearson

Street address of parcel: 572 Ranger Lane, Longboat Key, FL 34228

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Lot 9, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Jonathan and Donna Shelgosh

Street address of parcel: 562 Ranger Lane, Longboat Key, FL 34228

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Lot 10, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): GMC LLC

Street address of parcel: 552 Ranger Lane, Longboat Key, FL 34228

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Lot 11, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Bill M. and Ann T. Gray

Street address of parcel: 542 Ranger Lane, Longboat Key, FL 34228

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Lot 12, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Barbara M. Mengelberg

Street address of parcel: 532 Ranger Lane, Longboat Key, FL 34228

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Lot 13, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Larry Alexander and John J. Daniele

Street address of parcel: 522 Ranger Lane, Longboat Key, FL 34228

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Lot 14, Block C, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): Doreen M. Dupont

Street address of parcel: 512 Ranger Lane, Longboat Key, FL 34228

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Lot 1, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County Florida.

Name(s): Robert K. Jr. and Shannon B. Gault

Street address of parcel: 641 Ranger Lane, Longboat Key, FL 34228

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Lot 2, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.

Name(s): William A. III and Cynthia J. Bruckmann

Street address of parcel: 631 Ranger Lane, Longboat Key, FL 34228

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Lot 3, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): S&H Realty Investments LLC  
Street address of parcel: 621 Ranger Lane, Longboat Key, FL 34228

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Lot 4, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Willibald and Susan L. Bleicher  
Street address of parcel: 615 Ranger Lane, Longboat Key, FL 34228

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Lot 5, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Archie and Laurene Patton  
Street address of parcel: 611 Ranger Lane, Longboat Key, FL 34228

---

Lot 6, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Patricia D. Whitehurst  
Street address of parcel: 591 Ranger Lane, Longboat Key, FL 34228

---

Lot 7, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): C. Craig and Audrae A. Tisher  
Street address of parcel: 581 Ranger Lane, Longboat Key, FL 34228

---

Lot 8, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Troy L. Eaden  
Street address of parcel: 571 Ranger Lane, Longboat Key, FL 34228

---

Lot 9, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Jacklyn D. MacInnes  
Street address of parcel: 561 Ranger Lane, Longboat Key, FL 34228

---

Lot 10, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Ida S. Kickert  
Street address of parcel: 551 Ranger Lane, Longboat Key, FL 34228

---

Lot 11, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): John M. and Michael A. Tendall  
Street address of parcel: 541 Ranger Lane, Longboat Key, FL 34228

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Lot 12, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Rosecorp Inc.  
Street address of parcel: 531 Ranger Lane, Longboat Key, FL 34228

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Lot 13, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): Tira Valente  
Street address of parcel: 521 Ranger Lane, Longboat Key, FL 34228

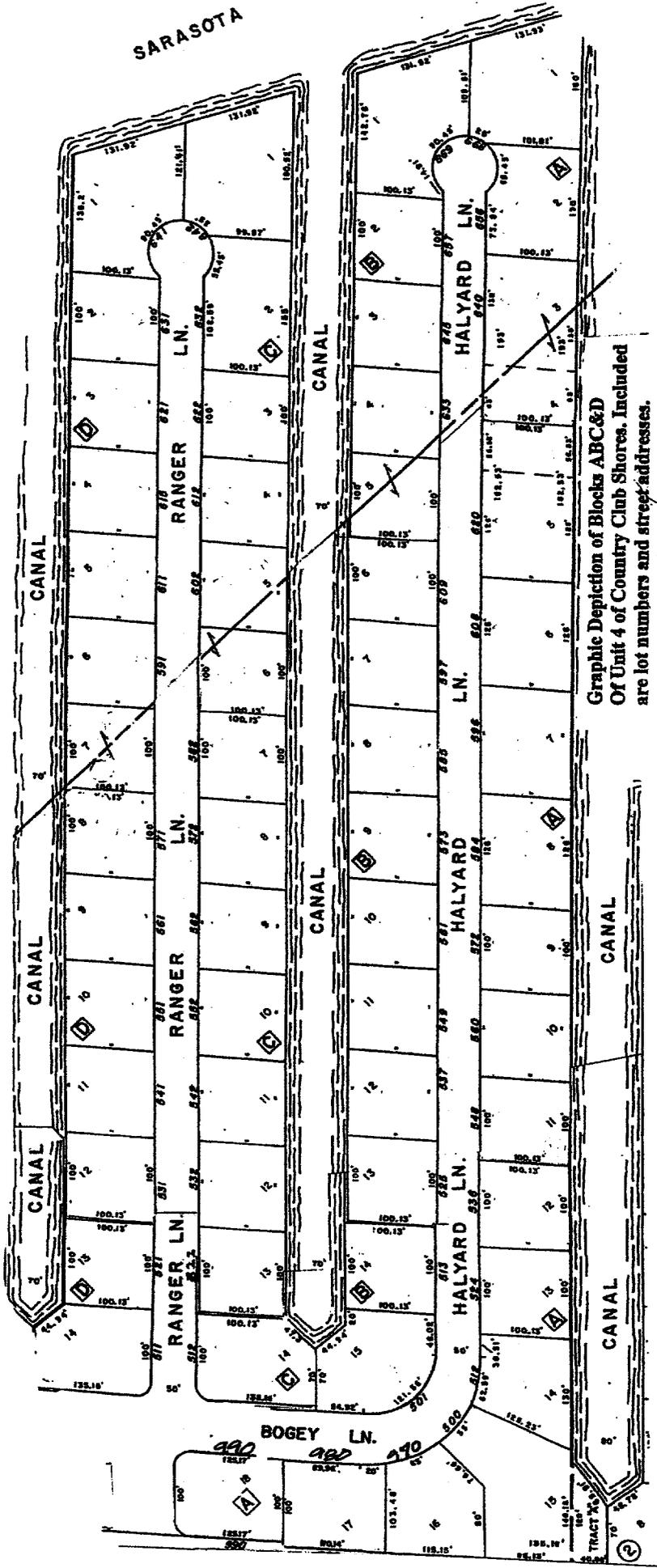
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Lot 14, Block D, Country Club Shores, Unit 4, according to a Plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida.  
Name(s): William H. III and Patricia E. Bachman  
Street address of parcel: 511 Ranger Lane, Longboat Key, FL 34228

## Annex B

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SARASOTA BAY



Graphic Depiction of Blocks ABC&D  
Of Unit 4 of Country Club Shores. Included  
are lot numbers and street addresses.

Annex B

## Annex C

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of COUNTRY CLUB ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on May 25, 1964, as shown by the records of this office.

The document number of this corporation is 707486.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Tenth day of August, 2006



CR2EO22 (01-06)

*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

ARTICLE OF INCORPORATION

OF

COUNTRY CLUB ASSOCIATION, INC.

We, the undersigned, hereby mutually agreed to unite and associate ourselves as a corporation, not for profit, and for such purposes, we hereby make, execute and adopt the following charter under and by virtue of the general laws of the State of Florida, and hereby certify that:

ARTICLE I

The name of this Corporation shall be COUNTRY CLUB ASSOCIATION, INC. and its location shall be in the Town of Longboat Key, Florida.

ARTICLE II

The general object and purpose of the Corporation shall be to:

(a) Promote, support and enforce good government and the proper administration thereof at the local, state and federal levels and to guard the interest and welfare of the owners of real property in the various units of Country Club Shores Subdivision located in the Town of Longboat Key, Florida.

(b) Maintain and improve the quality of residential living within the various units of Country Club Shores Subdivision and where proper to enforce the various restrictive covenants as they pertain to said subdivisions and to carry out all of the rights, duties and obligations which may be assigned, transferred or granted by the developer of said subdivisions to the Corporation.

(c) Accept grants and conveyances and bills of sale of any real or personal property or to acquire the same by purchase or grant.

(d) Maintain the private streets and street lighting systems for the benefit of the members of the Corporation.

(e) Enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business of the corporation or business of a similar nature, with any person, firm, corporation, private, public and municipal body politic under the Government of the United States, or any state, territory or colony thereof or any foreign government so far as, and to the extent that the same may be done and performed by corporations organized pursuant to Florida Law.

(f) Do all and every thing necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in connection with other corporations, firms or individuals and either as principals or agents, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid objects, purposes or powers or any of them.

(g) The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of

LAW OFFICES  
COONEY & PALMER  
301 HARDING CIRCLE  
SARASOTA, FLORIDA

RECEIVED  
JUN 25 3 35 PM '54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

APPROVED AND FILED  
JUN 25 1954

the Corporation, and the enjoyment and exercise thereof, as conferred by the laws of the State of Florida upon corporations under the provisions of Florida Law.

### ARTICLE III

Any owner of real property in Country Club Shores, Unit 4 in the Town of Longboat Key, Sarasota County, Florida shall automatically be members in said Corporation. The members of this Corporation may provide for the election of additional members pursuant to the By-Laws; however owners of property in any unit of Country Club Shores Subdivision shall all be qualified for membership if the unit of Country Club Shores in which they own property is accepted by the Corporation as having similiar purposes and interests as the members of the Corporation. All members shall be required to pay such initiation fees and dues as are provided by the By-Laws of the Corporation.

### ARTICLE IV

The period of duration of this Corporation is perpetual.

### ARTICLE V

The name and post office address of each subscriber to these Articles of Incorporation is:

Richard W. Cooney	48 South Adams Drive , Sarasota, Florida
John W. Innes	500 Gunwale Lane, Longboat Key, Florida
Morris R. Pollock	515 Wood Duck Drive Sarasota, Florida

### ARTICLE VI

The affairs of the Corporation shall be conducted and managed by a President, Vice-President and Secretary and Treasurer, who will be elected annually in accordance with the By-Laws of the Corporation.

### ARTICLE VII

The names of the officers who are to manage all of the affairs of the Corporation until the first election or appointment under the Charter are as follows:

Clifford E. Lathrop	President
John W. Innes	Vice President
Willem C. Koole	Secretary
Morris R. Pollock	Treasurer

ARTICLE VIII

Directors shall number at least three (3) and the By-Laws may provide for any number of Directors in excess of three (3). There shall be five (5) members of the first Board of Directors, whose names and addresses are set forth hereinafter and who shall serve as such until the first election thereof.

Clifford E. Lathrop	3567 San Remo Terrace, Sarasota, Florida
John W. Innes	500 Gunwale Lane, Longboat Key, Florida
Morris R. Pollock	515 Wood Duck Drive, Sarasota, Florida
Willem C. Koole	1321 Magellan Drive, Sarasota, Florida
John Kaemmerlen	608 Halyard Lane Sarasota, Florida

ARTICLE IX

The By-Laws of the Corporation are to be made and adopted by the original incorporators and maybe altered or rescinded by a two-thirds (2/3) majority of the Board of Directors.

ARTICLE X

The Articles of Incorporation of the Corporation may be amended by the affirmative vote of two-thirds (2/3) majority of the members of the Corporation present and voting at any regular meeting called for that purpose.

IN WITNESS WHEREOF, the undersigned have made and subscribed this Certificate of Incorporation in Sarasota, Florida, this 23 day of June, 1964.

Richard W. Cooney  
Richard W. Cooney

John W. Innes  
John W. Innes

Morris R. Pollock  
Morris R. Pollock

STATE OF FLORIDA )  
COUNTY OF SARASOTA )ss:

Before me this day personally appeared Richard W. Cooney, John W. Innes and Morris R. Pollock, to me well known to be the individuals described in and who executed the foregoing Certificate of Incorporation and acknowledged before me that they executed the same for the purposes therein expressed.

Witness my hand and official seal this 23 day of June, 1964.

LAW OFFICES  
COONEY & PALMER  
801 HARBOR CIRCLE  
SARASOTA, FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES JAN. 14, 1965

Marcia Taylor  
Notary Public

## Annex D

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**ANNEX D (PART 1)**

**BYLAWS  
OF  
COUNTRY CLUB ASSOCIATION, INC.**

1. Bylaws, as amended March 3, 1989.
  2. Amendment to bylaws, adopted May 15, 1992.
  3. Amendment to bylaws, adopted January 18, 1995.
  4. Amendment to bylaws, adopted April 3, 2001.
  5. Amendment to bylaws, adopted June 29, 2005 (unrecorded and replaced).
  6. Amendment to bylaws, adopted November 3, 2005.
  7. Amendment to bylaws, adopted August 7, 2006.
-

BY LAWS

OF

COUNTRY CLUB ASSOCIATION, INC.  
As Amended March 3, 1989

I

The Association

Section 1. The Association has been organized pursuant to the restrictive covenants pertaining to Unit IV of Country Club Shores, Sarasota County, Florida.

Section 2. The Association recognizes a common interest of property owners in Country Club Shores, Unit IV. Therefore, it is the intent of the Association and these By-Laws to organize in such a way as to act in concert through the Association where the problems and actions are of mutual interest and concern.

To this end, property owners shall elect representatives on the Board, and shall be free to follow any course of action which is dictated by the particular interests of the property owners in Unit IV.

II

The Board of Directors

Section 1. The Board shall consist of nine (9) members who shall be elected from among the property owners of Country Club Shores, Unit IV, Sarasota County, Florida. Except as provided in Section 2, Members of the Board shall be elected for a term of three (3) years. Their tenure shall be so arranged that one-third of the terms expire each year. Members shall be eligible to serve no more than two (2) full three (3) year terms consecutively. No member of the Board shall be eligible for re-election thereto until at least one year shall have expired after his last term of office.

Section 2. A plurality of votes cast shall be required to elect. Vacancies occurring in the Board shall be filled, until the next annual election, by vote of the remaining members of the Board. Election at the next annual meeting to fill a vacancy for a term of less than three (3) years shall not count against the two full three (3) year consecutive terms specified in Section 1.

Section 3. Any member of the Board who shall be absent himself from three (3) consecutive meetings thereof, unless he shall present satisfactory excuses, shall be deemed to have resigned as a member of the Board and shall cease to be a member thereof. He may, however, be reinstated by a majority vote of the Board.

Section 4. In January of each year the Board members shall appoint a nominating committee to consist of three members who are not members of the Board. At least four (4) weeks before the annual meeting such committee shall advise the Secretary of their nominations of candidates for the vacancies in the Board to be filled at the next annual meeting, and those nominations shall be mailed by the Secretary to the members of the Association.

Other nominations may be made in writing if signed by at least fifteen (15) members and delivered to the Secretary at least three (3) weeks before the annual meeting, and these nominations shall likewise be forthwith mailed by the Secretary to the members of the Association.

Section 5. The Board shall not incur any debt or liability exceeding the net assets of the Association.

### III Officers and Committees

Section 1. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. The President and Vice-President shall be elected annually by the Board from among its elected members at a Board of Directors meeting to be held within two (2) weeks after the annual meeting, and shall hold office until their successors shall have been elected. The Secretary and Treasurer shall be appointed by, and hold office during the pleasure of, the Board and need not be members of the Board; and the offices of Secretary and Treasurer may be held by the same person.

Section 2. The President, or in his absence, the Vice-President, shall preside over all meetings of the Association and the Board. In the absence of both a temporary presiding officer shall be elected from among the members present.

The President shall appoint all committees of the Association and of the Board, unless it is specially provided or ordered otherwise. (See By-Law III, Section 7.) He shall exercise a general supervision over all of the affairs of the Association.

Section 3. The President shall be a member, ex officio, of all committees, but he shall not be counted in determining a quorum. (In the absence of the President, the Vice-President may serve in his stead).

Section 4. The Secretary shall keep a complete record of all proceedings and correspondence of the Association and Board. He shall send notices of meetings by mail to members of the Association or Board as the same may be required. He shall keep a roll of the members of the Association, and shall perform all other duties usually appertaining to the office of Secretary.

Section 5. The Treasurer shall perform the duties usually assigned to this office, and shall give bond, if required by the Board. He shall make payments only for bills properly approved by the Board, and all checks shall bear the signature of the President or Vice-President in addition to that of the Treasurer. In the absence or incapacity of the Treasurer, his power to sign checks may be delegated by the Board to one of its members.

Section 6. Contracts and formal documents shall be signed by two officers of the Board, or by two of its members whom it shall designate.

Section 7. The President of the Association shall name members to such committees as are approved from time to time by the Board.

#### IV Membership, Admission

Section 1. The Qualifications for membership are defined in the Articles of Incorporation.

Section 2. Any qualified person shall continue to be a member of the Association so long as he is an owner of property in Unit IV of the Country Club Shores Subdivision.

#### V Entrance Fees and Assessments

Section 1. There shall be no entrance fee.

Section 2. At the first meeting of the Board of Directors after the annual meeting, the Board shall levy annual assessments in such amounts as may be deemed appropriate by the Association's Board of Directors for the management and operation of said Association and for the general purposes and objectives of said Association as set forth herein, in the Articles of Incorporation of said Association, and in the Covenants and Restrictions of Country Club Shores, Unit IV. The Board shall promptly cause to have issued to the property owners a statement of annual assessments due. Special assessments may be levied by the Board of Directors during the year to meet unforeseen emergencies or requirements by the membership. Annual and special assessments are due and payable when levied. Interest at the rate of 18% per annum, or the highest rate allowed by law on an open account, whichever is greater, or such lesser rate of interest as may be specified from time to time by the legislature of the State of Florida as being the maximum rate chargeable on an open account, shall begin to accrue thirty (30) days after the date of the notice of assessment, but no interest shall be payable if the assessment is paid within a grace period of sixty (60) days after the date of notice. No member of the Association shall be allowed to cast a

vote, either in person or by proxy, when any annual or special assessment remains unpaid for any period of time.

Section 3. Individual assessments may be levied by the Board of Directors pursuant to Article X of these By Laws. Interest at the rate of 18% per annum, or the highest rate allowed by law on an open account, whichever is greater, or such lesser rate of interest as may be specified from time to time by the legislature of the State of Florida as being the maximum rate chargeable on an open account, shall begin to accrue ten (10) days after the date of the notice of assessment, but no interest shall be payable if the assessment is paid within a grace period of thirty (30) days after the date of notice of the assessment.

Section 4. If an owner shall fail to pay an assessment within the applicable grace period, the Board of Directors may initiate procedures, which may include without limitation an action at law or equity or the filing of a lien against the property of the delinquent owner, to collect the unpaid assessment, including accrued interest, all legal fees and expenses, filing and recording fees, and any other collection costs, whether suit be brought or not.

Section 5. All assessments run with the property and the current owner shall also remain personally liable for all unpaid assessments.

## VI

### Meetings of the Association-Quorum

Section 1. The annual meeting of the Association for the election of members of the Board and the transaction of the general business of the Association, shall be held during the first week in April.

Section 2. Special meetings of the Association may be called at any time by the President, and must be called at any time by the President, or in his absence by the Vice-President or Secretary, upon the written request of not less than ten (10) members of the Association. Ten (10) days' notice of any special meeting must be given to the members of the Association, and the notice must state the object of the meeting.

Section 3. Fifteen (15) members shall constitute a quorum at meetings of the Association.

## VII

### Meetings of the Board-Quorum

Section 1. Meetings of the Board shall be held at the call of the President or upon the written request of two (2) members of the Board.

Section 2. The quorum for the Board of the Association shall be forty (40%) percent of the members.

VIII  
Order of Business

At the annual meeting or special meetings of the Association the following shall be the order of business:

- X 1. Roll Call
- 2. Minutes of preceding meeting and action thereon.
- 3. Reports of officers and committees.
- 4. Elections.
- 5. Unfinished business.
- 6. New business.

At meeting of the Board, the following shall be the order of business:

- 1. Roll Call.
- 2. Minutes of preceding meeting and action thereon.
- 3. Reports of officers and committees.
- 4. Appointments & Elections.
- 5. Unfinished business.
- 6. New business.

IX  
Amendments

Section 1. These By-Laws may be amended by the affirmative votes of the majority of the members voting at any regular or special meeting of the Association, provided notice of such amendment or amendments and the nature thereof shall have been given to the members of the Association at least one month prior to the date of the meeting at which time said amendment or amendments are to be presented for consideration.

Members not present at such meeting may vote by letter addressed to the Secretary.

X  
Nuisances

Nothing shall be done or be permitted to be done or maintained, or fail to be done, on any lot in the subdivision which may be or become an annoyance or a nuisance to the neighborhood, including, without limitation, the provisions of the Covenants and Restrictions applicable to Unit IV and the following:

(a) Animals. Animals not customarily regarded as household pets shall not be kept or maintained on any lot. No dangerous animals shall be kept or maintained on any lot.

(b) Property Maintenance. No weeds, underbrush or other unsightly growth shall be permitted to grow or to remain uncut or unmowed upon any lot in the subdivision, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All owners of lots in the subdivision shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

(c) Maintenance of Improvements. Owners of lots in the subdivision shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, docks, sea walls, etc., in good and safe condition and the repair of any damage, decay or evidence of wear and tear on the exterior of any building shall be made promptly.

(d) Common Law Nuisances. No nuisance, including, without limitation, obnoxious noise or odors, shall be allowed to continue on any lot in the subdivision. This provision shall also include, without limitation, any activity which may be prohibited by applicable zoning regulations and the rules and regulations of the Town of Longboat Key.

(e) Maintenance and Repair by Association. In the event that any Owner shall fail or refuse to maintain his residence, lot, seawall, dock, or other improvements situated on said lot, in full compliance with these restrictions, or otherwise fail or refuse to comply with said Covenants and Restrictions, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises and such entry by the Association and its duly authorized agents 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 to the Association within thirty (30) days after submission of a bill therefor.

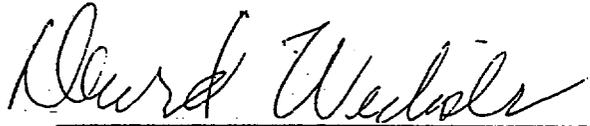
## XI

### Lien Rights of the Association

In the event of Owner's failure or refusal to pay any assessment or expense duly levied by the Board of Directors pursuant to these By Laws, the Association shall have the right to file a lien against the property. Said lien shall be filed in the Public Records of Sarasota County, Florida and a copy thereof mailed to such Owner at his last known mailing address, the mailing of said notice being conclusive proof of receipt of same. If such lien is not paid within ten (10) days after the filing thereof, the Association shall have the right to foreclose the same in the same manner as a mortgage or mechanic's lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of such expenses, the Association shall be entitled to recover from the Owner of said Property all costs, including reasonable attorney's fees, incurred in connection with the filing of said

lien, and the preparation and bringing of such foreclosure proceedings, and all such costs and fees shall be secured by said lien, whether suit be brought or not.

I hereby certify that the above By Laws of Country Club Association, Inc. are in effect as of March 3, 1989 and include the amendments approved by a unanimous vote of the eight Directors present at the regular meeting of the Board of Directors on March 3, 1989, one director absent and not voting.



David Weckler, Secretary

AMENDMENT TO BYLAWS  
OF  
COUNTRY CLUB ASSOCIATION, INC.

WHEREAS, Country Club Association, Inc., a not-for-profit corporation organized pursuant to the laws of the State of Florida, was created for the purpose of providing an entity to, inter alia, preserve and protect the properties of members of the Association by enforcing the Covenants and Restrictions for the subdivision known as Country Club Shores, Unit 4, as per plat thereof recorded in Plat Book 17, Page 16 and Plat Book 17, Page 38-38A of the Public Records of Sarasota County, Florida and by promulgating such rules, regulations and Bylaws as are necessary to effectuate the purposes of said Declaration and carry on the business of the Association consistent therewith; and

WHEREAS, the Covenants and Restrictions are recorded at Official Records Book 416, Pages 989 et seq. and Official Records Book 470, Pages 335-340 et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, Country Club Association, Inc., promulgated certain Bylaws concerning the running of said organization; and

WHEREAS, the Bylaws of the Country Club Association, Inc., as amended March 3, 1989 are recorded at O.R. Book 2126, Pages 2305, et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, Article IX of the Certificate of Incorporation of Country Club Association, Inc. states that the Bylaws of the corporation may be amended, altered or rescinded by a two-third (2/3) majority of the Board of Directors; and

WHEREAS, pursuant to a duly constituted regular meeting of the Board of Directors on May 15, 1992, at which eight of nine Directors were present, an amendment to the Bylaws of the Country Club Association, Inc., was duly passed by a unanimous vote of the members of the Board of Directors voting in person;

NOW THEREFORE, in accordance with the foregoing, the Board of Directors of the Country Club Association, Inc., by action of a unanimous vote of the Board of Directors taken on May 15, 1992 (eight of nine Board members being present), does hereby adopt the following amendment to the Bylaws of the Association:

Article V, Section 4 of the Bylaws of Country Club Association, Inc. shall be deleted in its entirety and the following shall be substituted in place thereof:

"In the event of the failure of any owner of a Lot in the subdivision to comply with the obligation of the owner to pay assessments, whether regular or special, when due, or to comply with the Covenants and Restrictions for Country Club Shores, Unit IV, Blocks A, B, C, D, E, F, G, H, J, K & L, the Bylaws of Country Club Association, Inc., or the Resolutions of the Board of Directors of the Association, the Association shall have the right, in addition to all other remedies, to place a lien on the lot of any such offending owner for any assessments due, or, without limitation, to proceed at law or in equity to compel compliance by the owner, and/or to prevent the violation or breach, whether actual or anticipated, of any covenant or condition of the Covenants and Restrictions, the Bylaws, or the Resolutions of the Board of Directors. The expenses of any such litigation shall be borne by the then owner of the property alleged to be in violation, which may be enforced by an action at law or in equity, or, without limiting the foregoing, by placing a lien on the lot of the offending owner for the expenses of any necessary Association action. Such expenses of litigation shall include, but not be limited

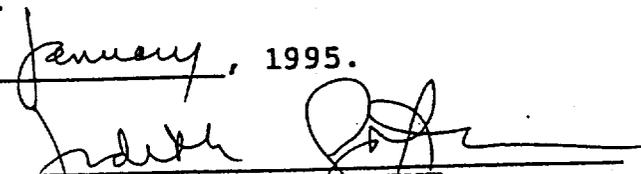
to, reasonable attorneys' fees, filing fees, expert witness fees, and investigative fees incurred by the Association in seeking such enforcement. Liens shall bear interest at the rate of 18% per annum, or the highest rate allowable by law on an open account, whichever is less. In the event the Association is made a defendant in any suit brought by any homeowner in the subdivision, and the Association prevails in such suit, the Association shall be entitled to all expenses of litigation, as aforesaid, and shall be entitled to place a lien for enforcement of any amounts due and owing as a result of expenses of said litigation, in the same manner as set forth above."

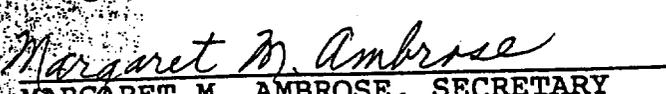
CERTIFICATION

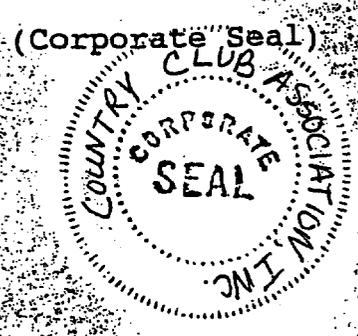
The undersigned, Judith Gofman and Margaret M. Ambrose being the President and Secretary, respectively, of Country Club Association, Inc., hereby certify and affirm that the foregoing amendment to the Bylaws was approved by a unanimous vote of the Board of Directors by action taken on May 15, 1992 at a meeting at which eight of nine Board members were present, and the foregoing represents a true copy of said amendment duly adopted by the Board of Directors of the Association.

In witness whereof, Country Club Association, Inc. has caused this amendment to the Bylaws to be executed in its name, and by its President, and attested by its Secretary, on behalf of the Board of Directors and the Membership.

Dated this 30 day of January, 1995.

  
\_\_\_\_\_  
JUDITH GOFMAN, PRESIDENT  
FL DL# 6153-420-37-793-0

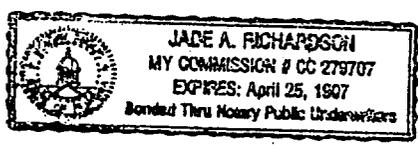
  
\_\_\_\_\_  
MARGARET M. AMBROSE, SECRETARY  
FL DL# 4576-576-26-918-0



STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared JUDITH GOFMAN and MARGARET M. AMBROSE, to me well known and known to me to be the President and Secretary, respectively, of the Country Club Association, Inc., to me known to be the persons described in and who executed the foregoing instrument and who separately acknowledged the execution thereof to be their free act and deed as such officers, for the use and purposes therein mentioned; that they affixed hereto the official seal of said Association, and that said instrument is the free act and deed of said Association and that said individuals did take an oath.

WITNESS my signature and official seal in Sarasota County and the State of Florida this 30<sup>th</sup> day of January, 1995.



*Jade A. Richardson*  
Name of Notary Public  
printed, stamped or typed

My Commission Expires: April 25, 1997

RECORDED IN OFFICIAL RECORDS  
31 January 19 95  
AT 9:25 A M  
KAREN E. RUSHING, CLERK  
SARASOTA COUNTY  
FLORIDA

This Instrument Prepared By:  
The Law Firm of JAMES L. ESSENSON  
By: James L. Essenson, Esq.  
2071 Main Street  
Sarasota, Florida 34237  
Telephone: (813)954-0303

This document has been previously recorded at Official Records Book 2488, Page 2171-2174 of the Public Records of Sarasota County, Florida and is re-recorded to show the Plat Book description of the Country Club Shores, Unit 4 Subdivision in the first "WHEREAS" clause and to show additional recording information in the second "WHEREAS" clause.  
(assoc\ccivamd.rrc)

AMENDMENTS TO BYLAWS  
OF  
COUNTRY CLUB ASSOCIATION, INC.

WHEREAS, Country Club Association, Inc., a not-for-profit corporation organized pursuant to the laws of the State of Florida, was created for the purpose of providing an entity to, inter alia, preserve and protect the properties of members of the Association by enforcing the Covenants and Restrictions for the subdivision known as Country Club Shores, Unit 4, as per plat thereof recorded in Plat Book 17, Page 16 and Plat Book 17, Page 38-38A of the Public Records of Sarasota County, Florida and by promulgating such rules, regulations and Bylaws as are necessary to effectuate the purposes of said Declaration and carry on the business of the Association consistent therewith; and

WHEREAS, the Covenants and Restrictions are recorded at Official Records Book 416, Pages 989 et seq. and Official Records Book 470, Pages 335 et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, Country Club Association, Inc., promulgated certain Bylaws concerning the running of said organization; and

WHEREAS, the Bylaws of the Country Club Association, Inc., as amended March 3, 1989 are recorded at O.R. Book 2126, Pages 2305, et seq. of the Public Records of Sarasota County, Florida; and

---

WHEREAS, an Amendment to the Bylaws of the Country Club Association, Inc., effective May 15, 1992, is recorded at O.R. Book 2488, Pages 2171, et seq. of the Public Records of Sarasota County, Florida and at O.R. Book 2707, Pages 407, et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, Article IX of the Certificate of Incorporation of Country Club Association, Inc. states that the Bylaws of the corporation may be amended, altered or rescinded by a two-third (2/3) majority of the Board of Directors; and

WHEREAS, pursuant to a duly constituted meeting of the Board of Directors on January 18, 1995, at which six of nine Directors were present, amendments to the Bylaws of the Country Club Association, Inc., were duly passed by a unanimous vote of the members of the Board of Directors voting in person;

NOW THEREFORE, in accordance with the foregoing, the Board of Directors of the Country Club Association, Inc., by action of a unanimous vote of the Board of Directors taken on January 18, 1995 (six of nine Board members being present), does hereby amend the Bylaws of the Association by adopting the following articles:

XII  
Indemnification of Officers and Directors

"The Association shall indemnify and defend any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative (whether or not by or in the name of the Association), by reason of the fact that he is or was a director or officer of the Association, against any and all expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding, except for an officer or director who is adjudged guilty of

willful misfeasance or willful malfeasance in the performance of his duties. Such right of indemnification shall continue as to a person who has ceased to be director or officer and shall inure to the benefit of the heirs and personal representative of such person; provided, however, that if any past or present officer or director sues the Association, other than to enforce this indemnification, such past or present director or officer instituting such suit shall not have the right of indemnification hereunder in connection with such suit. The Association may purchase insurance to provide funds for the indemnification herein set forth and, if such insurance is purchased but the proceeds of the same are not sufficient to cover the cost of the indemnification, then the deficiency shall be paid from the Association funds. If there are insufficient or no such funds, then the Board shall assess the membership to cover the cost of indemnification. The Association reserves the right to select its own investigators and lawyers to defend the indemnitee, who must cooperate fully with any such persons in order to be indemnified under the Article. The Association shall not be liable for any duplication of costs incurred by the indemnitee if the Association agrees to defend him, and the indemnitee hires others to defend him. The failure of the indemnitee to cooperate in the defense of any action taken against him shall be deemed a waiver of his right to a defense or to indemnification by the Association.

This indemnity is contingent upon receipt by the Association, at its business address, from the indemnitee of notice, by certified mail, within fifteen (15) days of his acquiring notice thereof, of any legal action or claim made against him."

#### XIII Interpretation

"The interpretation of these Bylaws, when questions concerning them arise in matters involving their application, shall be by the Board of Directors and their decision shall be final and conclusive."

#### CERTIFICATION

The undersigned, Judith Gofman and Margaret M. Ambrose being the President and Secretary, respectively, of Country Club Association, Inc., hereby certify and affirm that the foregoing amendments to the Bylaws was approved by a unanimous vote of the

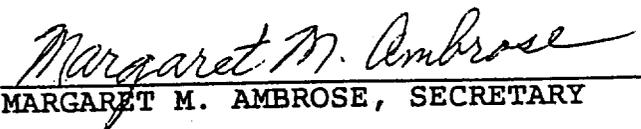
Board of Directors by action taken on January 18, 1995 at a meeting at which six of nine Board members were present, and the foregoing represents a true copy of said amendments duly adopted by the Board of Directors of the Association.

In witness whereof, Country Club Association, Inc. has caused these amendments to the Bylaws to be executed in its name, and by its President, and attested by its Secretary, on behalf of the Board of Directors and the Membership.

Dated this 3 day of February, 1995.

  
\_\_\_\_\_  
JUDITH GOFMAN, PRESIDENT

(Corporate Seal)

  
\_\_\_\_\_  
MARGARET M. AMBROSE, SECRETARY

STATE OF FLORIDA

COUNTY OF SARASOTA

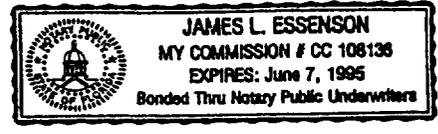
BEFORE ME, personally appeared JUDITH GOFMAN, to me well known and known to me to be the President of the Country Club Association, Inc., to me known to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be her free act and deed as such officer, for the use and purposes therein mentioned; that she affixed hereto the official seal of said Association, and that said instrument is the free act and deed of said Association and that said individual did take an oath.

WITNESS my signature and official seal in Sarasota County and the State of Florida this 3rd day of February, 1995.

*[Handwritten Signature]*

Name of Notary Public  
printed, stamped or typed

My Commission Expires:



STATE OF FLORIDA

COUNTY OF SARASOTA

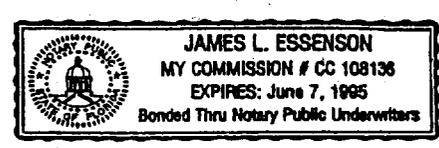
BEFORE ME, personally appeared MARGARET M. AMBROSE, to me well known and known to me to be the Secretary of the Country Club Association, Inc., to me known to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be her free act and deed as such officer, for the use and purposes therein mentioned; that she affixed hereto the official seal of said Association, and that said instrument is the free act and deed of said Association and that said individual did take an oath.

WITNESS my signature and official seal in Sarasota County and the State of Florida this 3rd day of February, 1995.

*[Handwritten Signature]*

Name of Notary Public  
printed, stamped or typed

My Commission Expires:



This Instrument Prepared By:  
The Law Firm of JAMES L. ESSENSON  
By: James L. Essenson, Esq.  
2071 Main Street  
Sarasota, Florida 34237  
Telephone: (813)954-0303  
assoc/ccivamd3.dir

SARASOTA COUNTY, FL  
CLERK OF CIRCUIT COURT  
KAREN E. RUSHING  
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RECORDED IN OFFICIAL  
RECORDS  
RECORD VERIFIED

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KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#073756

AMENDMENT TO BYLAWS OF  
COUNTRY CLUB ASSOCIATION, INC.



WHEREAS, Country Club Association, Inc., a not-for-profit corporation organized pursuant to the Laws of the State of Florida, was created for the purpose of providing an entity to, inter alia, preserve and protect the properties of members of the Association by enforcing the Covenants and Restrictions for the subdivision known as Country Club Shores, Unit 4, as per plat thereof recorded in Plat Book 17, Page 16 and Plat Book 17, Page 38-38A of the Public Records of Sarasota County, Florida and by promulgating such rules, regulations and Bylaws as are necessary to effectuate the purposes of said Declaration and carry on the business of the Association consistent therewith; and

WHEREAS, the Covenants and Restrictions are recorded at Official Records Book 416, Pages 989 et seq. and Official Records Book 470, Pages 335 et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, Country Club Association, Inc., promulgated certain Bylaws concerning the running of said organization; and

WHEREAS, the Bylaws of the County Club Association, Inc., as amended March 3, 1989 are recorded at O.R. Book 2126, Pages 2305, et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, an Amendment to the Bylaws of the Country Club Association, Inc., effective May 15, 1992, is recorded at O.R. Book 2488, Pages 2171, et seq. of the

Public Records of Sarasota County, Florida and at O.R. Book 2707, Pages 407, et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, a further Amendment to Bylaws of the Country Club Association, Inc., dated February 3, 1995, is recorded at O.R. Book 2709, Pages 2903 et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, Article IX of the Articles of Incorporation of Country Club Association, Inc. states that the Bylaws of the corporation may be amended, altered or rescinded by a two-third (2/3) majority of the Board of Directors; and

WHEREAS, pursuant to a duly constituted meeting of the Board of Directors on April 3, 2001, at which eight of the nine Directors were present, an amendment to the Bylaws of the Country Club Association, Inc., was duly passed by a unanimous vote of the members of the Board of Directors voting in person;

NOW, THEREFORE, in accordance with the foregoing, the Board of Directors of the Country Club Association, Inc., by action of a unanimous vote of the Board of Directors taken on April 3, 2001, eight of nine Board members being present, does hereby amend the Bylaws of the Association by adding the following sentence to the end of Article III, Section I of the Bylaws:

The President and the Vice-President may also serve as the Secretary or the Treasurer.

#### CERTIFICATION

The undersigned, Alec Shearson and Suzette Seigel, being the President and Secretary, respectively, of Country Club Association, Inc., hereby certify and affirm that the foregoing Amendment to the Bylaws was approved by a unanimous vote of the Board of Directors by action taken on April 3, 2001 at a meeting at which a quorum was present, and the foregoing represents a true copy of said Amendment duly adopted by the Board of Directors of the Association.

In witness whereof, Country Club Association, Inc., has caused this Amendment to the Bylaws to be executed in its name, and by its President, and attested by its Secretary, on behalf of the Board of Directors and the Membership.

Dated this 27<sup>th</sup> day of July, 2001.

C. Alec Shearson  
ALEC SHEARSON, PRESIDENT

(Corporate Seal)

Suzette Seigel 7-31-01  
SUZETTE SEIGEL, SECRETARY

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared ALEC SHEARSON, to me well known and known to me to be the President of the Country Club Association, Inc., to me known to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed as such officer, for the use and purposes therein mentioned; that he affixed hereto the official seal of said Association, and that said instrument is the free act and deed of said Association and that said individual did take an oath.

WITNESS my signature and official seal in Sarasota County and the State of Florida this 27 day of July, 2001.



Darice Wallace  
Name of Notary Public

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared SUZETTE SEIGEL, to me well known and known to me to be the Secretary of the Country Club Association, Inc., to me known to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be her free act and deed as such officer, for the use and purposes therein mentioned; that he affixed hereto the official seal of said Association, and that said instrument is the free act and deed of said Association and that said individual did take an oath.

WITNESS my signature and official seal in Sarasota County and the State of  
~~Florida~~ this 31 day of July, 2001.  
Massachusetts

My Commission Expires:

  
Name of Notary Public  
Brenda J. Aveni  
My Commission Expires  
1/31/08

✓ This Instrument Prepared by:  
The Law Firm of JAMES L. ESSENSON  
By: James L. Essenson, Esq.  
2071 Main Street  
Sarasota, Florida 34237  
Telephone: (941) 954-0303

## SECRETARY'S CERTIFICATE

I, the undersigned secretary of Country Club Association, Inc. (the "Association"), hereby certify that, at a special meeting of the board of directors of the Association, held on June 29, 2005, the following resolutions to amend the bylaws of the Association were duly adopted:

RESOLVED, that Article XII of the Bylaws of the Association be, and the same hereby is, amended in its entirety by replacing it with the following:

### XII

#### Indemnification of Officers, Directors and Committee Members

The Association shall indemnify and defend any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative (whether or not by or in the name of the Association), by reason of the fact that such person is or was, or acted in such person's capacity as, a duly elected or appointed officer, director or committee member of the Association, against any and all expenses (including also attorney's fees), judgments, fines and amounts paid in settlement incurred by such person in connection with such action, suit or proceeding, except for an officer, director or committee member who is adjudged guilty of willful misfeasance or willful malfeasance in the performance of such person's duties. Such right of indemnification shall continue as to a person who has ceased to be an officer, director or committee member and shall inure to the benefit of the heirs and personal representative of such person; provided, however, that if any past or present officer, director or committee member sues the Association, other than to enforce this indemnification, such past or present officer, director or committee member instituting such suit shall not have the right of indemnification hereunder in connection with such suit. The Association may purchase insurance to provide funds for the indemnification herein set forth and, if such insurance is purchased but the proceeds of the same are not sufficient to cover the cost of the indemnification, then the deficiency shall be paid from the Association's funds. If there are insufficient or no such funds, then the Board shall assess the membership to cover the cost of indemnification. The Association reserves the right to select its own investigators and lawyers to defend the indemnitee, who must cooperate fully with any such persons in order to be indemnified under this Article. The Association shall not be liable for any duplication of costs incurred by the indemnitee if the Association agrees to defend the indemnitee, and the indemnitee hires others to defend the indemnitee. The failure of the indemnitee to cooperate in the defense of any action taken against the indemnitee shall be deemed a waiver of the indemnitee's right to a defense or to indemnification by the Association.

This indemnity is contingent upon receipt of notice, by certified mail, from the indemnitee by each, the Association and, separately, by any insurance carrier that

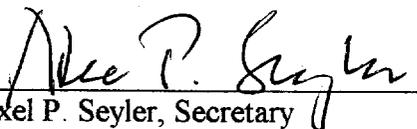
may have issued insurance to cover the Association's indemnification hereunder and that requires such notice, such notice from the indemnitee to be received both at the business address of the Association and the business address of such insurance carrier within fifteen (15) days of the indemnitee's acquiring notice of any legal action or claim against the indemnitee.

FURTHER RESOLVED, that the President and each of the other officers of the Association be, and the same hereby are, authorized and directed, acting individually or jointly, to notify the members of the Association of such amendment of the Bylaws and, in addition, to cause the text of the preambles and resolutions regarding such amendment, or an appropriate excerpt therefrom, to be recorded in the proper public register.

The undersigned secretary further certifies that the foregoing resolutions and amendment to the bylaws of the Association were not recorded in the public records of Sarasota County and were replaced by a bylaws amendment adopted by its board of directors at a special meeting held on November 3, 2005, which amendment was recorded in Official Records Instrument # 2006089309, 4 Pages, Sarasota County, on May 12, 2006.

IN WITNESS WHEREOF, the undersigned secretary has signed and sealed this certificate on this 23<sup>rd</sup> day of August, 2006.



  
Axel P. Seyler, Secretary

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2006089309 4 PGS  
2006 MAY 12 03:39 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
TFERNANDEZ Receipt#785108

Return this instrument to:  
JAMES L. ESSENSON, ESQUIRE  
2071 Main Street  
Sarasota, Florida 34237  
(941) 954-0303



AMENDMENT TO BYLAWS OF  
COUNTRY CLUB ASSOCIATION, INC.

WHEREAS, Country Club Association, Inc., a not-for-profit corporation organized pursuant to the Laws of the State of Florida, was created for the purpose of providing an entity to, inter alia, preserve and protect the properties of members of the Association by enforcing the Covenants and Restrictions for the subdivision known as Country Club Shores, Unit 4, as per plat thereof recorded in Plat Book 17, Page 16 and Plat Book 17, Page 38-38A of the Public Records of Sarasota County, Florida and by promulgating such rules, regulations and Bylaws as are necessary to effectuate the purposes of said Covenants and Restrictions and carry on the business of the Association consistent therewith; and

WHEREAS, the Covenants and Restrictions are recorded at Official Records Book 416, Pages 989 et seq. and Official Records Book 470, Pages 335 et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, Country Club Association, Inc., promulgated certain Bylaws concerning the running of said organization; and

WHEREAS, the Bylaws of Country Club Association, Inc., as amended March 3, 1989 are recorded at O.R. Book 2126, Pages 2305, et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, an Amendment to the Bylaws of the Country Club Association, Inc., effective May 15, 1992, is recorded at O.R. Book 2488, Pages 2171, et seq. of the

CLIENT'S COPY

Public Records of Sarasota County, Florida and at O.R. Book 2707, Pages 407, et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, a further Amendment to Bylaws of the Country Club Association, Inc., dated February 3, 1995, is recorded at O.R. Book 2709, Pages 2903 et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, a further Amendment to Bylaws of the Country Club Association, Inc., dated July 27, 2001, is recorded on August 9, 2001 at O.R. Instrument #2001114233, 4 pages, of the Public Records of Sarasota County, Florida; and

WHEREAS, a further Amendment to Article XII of the Bylaws of the Country Club Association, Inc., was adopted by its Board of Directors on June 29, 2005, but has not been recorded; and

WHEREAS, Article IX of the Articles of Incorporation of Country Club Association, Inc. states that the Bylaws of the corporation may be altered or rescinded by a two-third's (2/3) majority of the Board of Directors; and

WHEREAS, pursuant to a duly constituted meeting of the Board of Directors on November 3, 2005, at which six (6) of the nine (9) Directors were present, a further amendment to Article XII of the Bylaws of the Country Club Association, Inc., was duly passed by a unanimous vote of the six (6) members of the Board of Directors present voting in person;

NOW, THEREFORE, in accordance with the foregoing, the Board of Directors of the Country Club Association, Inc., by action of a unanimous vote of the six (6) members of the Board of Directors taken on November 3, 2005, six (6) of nine (9) Board members being present and representing a two third's (2/3) majority of the Board of

Directors, does hereby amend the Bylaws of the Association by deleting Article XII, as amended (including also by the aforesaid amendment adopted by the Board of Directors on June 29, 2005), in its entirety and replacing it with the following:

XII

INDEMNIFICATION OF OFFICERS,  
DIRECTORS, EMPLOYEES AND AGENTS

The Association shall indemnify and defend officers, directors, employees and agents of the Association, including, without limitation, committee members, in accordance with all provisions of §607.0850 Fla. Stat. (2005), or any applicable successor statute, the terms of which are incorporated herein by reference, to the extent that the same apply to the Association, and including all conditions and limitations contained in the aforementioned statute.

Notwithstanding the foregoing, any indemnity under this by-law is contingent upon and subject to receipt of notice, by certified mail, from the indemnitee by each, the Association and, separately, by any insurance carrier that may have issued insurance to cover the Association's indemnification hereunder and that requires such notice. Such notice from the indemnitee shall be received both at the business address of the Association and the business address of such insurance carrier within fifteen (15) days of the indemnitee acquiring notice of any legal action or claim against the indemnitee.

CERTIFICATION

The undersigned, Lynn Larson, being the President of Country Club Association, Inc., hereby certifies and affirms that the foregoing Amendment to the By-Laws of the Association was approved by a six (6) to nine (9) vote of the Board of Directors, constituting a two-thirds (2/3) majority of the Board of Directors, by action taken on November 3, 2005 at a duly called meeting at which a quorum was present, and the foregoing represents a true and correct copy of said Amendment duly adopted by the Board of Directors of the Association.

In witness whereof, Country Club Association, Inc., has caused this Amendment to be executed in its name, and by its President, and attested by its Secretary, on behalf of the Board of Directors of the Association.

Dated this 10<sup>th</sup> day of May, 2006.

Country Club Association Inc.

*Lynn Larson*  
By: LYNN LARSON, PRESIDENT

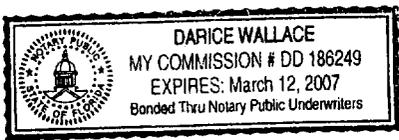
(Corporate Seal)

*Axel P. Seyler*  
Attest: AXEL P. SEYLER, SECRETARY

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared Lynn Larson, to me well known and known to me to be the President of the Country Club Association, Inc., to me known to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be her free act and deed as such officer, for the use and purposes therein mentioned, and that said instrument is the free act and deed of said Association.

WITNESS my signature and official seal in Sarasota County and the State of Florida this 10<sup>th</sup> day of May, 2006.



*Darice Wallace*  
Name of Notary Public

My Commission Expires:

This Instrument Prepared by:  
The Law Firm of JAMES L. ESSENSON  
By: James L. Essenson, Esq.  
2071 Main Street  
Sarasota, Florida 34237  
Telephone: (941) 954-0303

4pgs.

Return this instrument to:  
JAMES L. ESSENSON, ESQUIRE  
2071 Main Street  
Sarasota, Florida 34237  
(941) 954-0303

**COPY**  
FOR YOUR INFORMATION  
From the Law Firm of  
James L. Essenson

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2006149076 4 PGS  
2006 AUG 17 03:52 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCATHEY Receipt#819139

AMENDMENTS TO BYLAWS OF  
COUNTRY CLUB ASSOCIATION, INC.



WHEREAS, Country Club Association, Inc., (the "Association"), a not-for-profit corporation organized pursuant to the Laws of the State of Florida, was created for the purpose of providing an entity to, inter alia, preserve and protect the properties of members of the Association by enforcing the Covenants and Restrictions for the subdivision known as Country Club Shores, Unit 4, as per plat thereof recorded in Plat Book 17, Page 16 and Plat Book 17, Page 38-38A of the Public Records of Sarasota County, Florida, and by promulgating such rules, regulations and Bylaws as are necessary to effectuate the purposes of said Covenants and Restrictions and carry on the business of the Association consistent therewith; and

WHEREAS, the Covenants and Restrictions are recorded at Official Records Book 416, Pages 989 et seq. and Official Records Book 470, Pages 335 et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, the Association, promulgated certain Bylaws concerning the running of said organization; and

WHEREAS, the Bylaws of the Association, as amended March 3, 1989 are recorded at O.R. Book 2126, Pages 2305, et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, Amendments to the Bylaws of the Association, are recorded at O.R. Book 2488, Pages 2171, et seq., O.R. Book 2707, Pages 407, et seq., O.R. Book 2709,

Pages 2903 et seq., O.R. Instrument #2001114233, 4 pages, and O.R. Instrument #2006089309, 4 pages, all in the Public Records of Sarasota County, Florida; and

WHEREAS, Article IX of the Articles of Incorporation of Country Club Association, Inc. states that the Bylaws of the corporation may be altered or rescinded by a two-third's (2/3) majority of the Board of Directors; and

WHEREAS, pursuant to a special meeting of the Board of Directors held on August 7, 2006, at which six (6) of the nine (9) Directors were present, an amendment to the Bylaws of Country Club Association, Inc., was duly passed by a unanimous vote of the six (6) members of the Board of Directors present;

NOW, THEREFORE, in accordance with the foregoing, the Board of Directors of Country Club Association, Inc., by action of a unanimous vote of the six (6) members of the Board of Directors taken on August 7, 2006, six (6) of nine (9) Board members being present and representing a two third's (2/3) majority of the Board of Directors, does hereby amend the Bylaws of the Association by adding the following provisions:

Article V, Section 2 is amended to include the following at the end thereof:

The amount of the annual assessment and of any special assessment made pursuant to this Section 2 shall be equal for all lots in Unit 4 of Country Club Shores.

Article VI is amended by adding a new Section 4, as follows:

Section 4. Each lot in Unit 4, irrespective of the number of its owners, shall be entitled to one vote in any meeting of the members or in any other proceeding where the decision, approval or consent of the members is sought or given.

**CERTIFICATION**

The undersigned, Axel Seyler, being the Vice President of Country Club Association, Inc. ("Association"), hereby certifies and affirms that the foregoing Amendments to the Bylaws of the Association were approved by a six (6) to zero (0) vote of the Board of Directors, six (6) of nine (9) directors being present and constituting a two-thirds (2/3) majority of the Board of Directors, by action taken on August 7, 2006 at a special meeting at which a quorum was present, and the foregoing represents a true and correct copy of said Amendments duly adopted by the Board of Directors of the Association.

In witness whereof, Country Club Association, Inc., has caused these Amendments to Bylaws to be executed in its name, and by its Vice President, and attested by its Treasurer, on behalf of the Board of Directors of the Association.

Dated this 17th day of August, 2006.

Country Club Association Inc.

*Axel P. Seyler*

By: AXEL SEYLER, VICE PRESIDENT

(Corporate Seal)

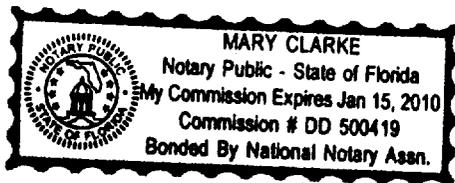
*Ann Gray*

Attest: ANN GRAY, TREASURER

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared Axel Seyler, who identified himself by Florida driver's license No. S460-015-27-094-0 and who, after being duly sworn, acknowledged and affirmed that he is the vice president of Country Club Shores, Inc., that, being duly authorized to do so, he executed the foregoing instrument as his free act and deed as such officer for the use and purposes therein mentioned, and that said instrument is the free act and deed of said Association.

WITNESS my signature and official seal in Sarasota County and the State of Florida this 17<sup>th</sup> day of August, 2006.

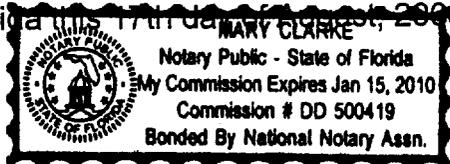


*Mary Clarke*  
Name of Notary Public  
My Commission Expires *1-15-2010*  
*Mary Clarke*

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared Ann Gray, who identified herself by Florida driver's license No. 6600-058-37-729, and who, after being duly sworn, acknowledged and affirmed that she is the treasurer of Country Club Shores, Inc., that, being duly authorized to do so, she attested the foregoing instrument as her free act and deed as such officer for the use and purposes therein mentioned, and that said instrument is the free act and deed of said Association.

WITNESS my signature and official seal in Sarasota County and the State of Florida this 17th day of August, 2006.



Mary Clarke  
Name of Notary Public  
My Commission Expires: 1-15-2010  
*Mary Clarke*

This Instrument Prepared by:  
The Law Firm of JAMES L. ESSENSON  
By: James L. Essenson, Esq.  
2071 Main Street  
Sarasota, Florida 34237  
Telephone: (941) 954-0303

F:\client list\& associations\Country Club IV\AMENDMENT TO BYLAWS.8.16.06..doc

## **Annex E**

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ANNEX E

STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

*"Dedicated to making Florida a better place to call home"*

JEB BUSH  
Governor

Thaddeus L. Cohen, AIA  
Secretary

November 14, 2006

Ann Gray  
Chairperson, Country Club Shores Homeowners' Association, A-D  
542 Ranger Lane  
Longboat Key, FL 34228

RE: Country Club Shores on Longboat Key, in Part 1, Blocks A-D of Unit 4,  
DCA06-HA-279

Dear Ms. Gray:

The Department has completed its review of the proposed revived declaration of covenants for the County Club Shores on Longboat Key, Part 1, Blocks AD of Unit 4 homeowners' association, as approved by the parcel owners on October 4, 2006 and has determined that the declaration complies with the requirements of Section 720.406, Florida Statutes (F.S.).

Please be advised that Section 720.407(1) and (2), F.S. requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. No later than 30 days after receiving approval from the Division of Corporations, the president and secretary of the association shall execute the revived declaration and record the documents with the clerk of the circuit court in the county where the affected parcels are located.

Pursuant to Section 720.407(4), F.S., please note that a complete copy of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration shall be effective upon recordation in the public records. Upon recordation the revived declaration shall replace and supersede the previous declaration of covenants.

If you have any questions concerning this matter, please contact Michael Conrad, Ed.D., Planner, at (850) 922-1820.

Sincerely,

Tracy D. Suber  
Administrator, State Planning

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100  
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781  
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, FL 33050-2227  
(305) 289-2402

COMMUNITY PLANNING  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-2356

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9669

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-7956

# **ATTACHMENT G**



# **ATTACHMENT H**



# **ATTACHMENT I**



DAYLIGHT PLANE DIAGRAM  
FRONT ELEVATION: BRITISH WEST INDIES STYLE

SCALE: 1/4" = 1'-0"

Longboat Key Planning, Zoning & Building  
Approved for Zoning  
For Statement of  
Zoning Compliance Only

MA  
Name 7/20/16  
Date

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© CADDDesign LLC 2016 JUN 23 2016

**ENGINEER'S NOTE:**  
THIS BUILDING STRUCTURE HAS BEEN DESIGNED IN GENERAL ACCORDANCE WITH THE FLORIDA RESIDENTIAL CODE 2014 FOR GRAVITY LOADS AND DESIGN PRESSURES GENERATED BY AN ULTIMATE WIND SPEED OF 160 MPH. CONTRACTOR SHALL CONSULT THESE DRAWINGS FOR ADDITIONAL STRUCTURAL NOTES AND SPECIFICATIONS AND SHALL CONFIRM ALL FIELD MATERIAL CONFORMANCE AND SITE CONDITIONS. ANY DISCREPANCIES OF DIMENSIONS, PRODUCT AVAILABILITY, MODIFICATIONS OR GENERAL CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD IMMEDIATELY, AND BEFORE PROCEEDING WITH AFFECTED WORK. CONTRACTOR SHALL PROVIDE ENGINEER WITH TRUSS MANUFACTURER'S DRAWINGS AND LAYOUT FOR REVIEW AND STRUCTURAL INTERFACE ASSESSMENT PRIOR TO START OF CONSTRUCTION. THESE DRAWINGS WHEN SIGNED AND SEALED, ARE AN INDICATION THAT THE ENGINEER OF RECORD HAS REVIEWED THE STRUCTURAL COMPONENTS ONLY OF THE STRUCTURE FOR CONFORMANCE WITH THE FLORIDA RESIDENTIAL CODE 2014. NO OTHER CERTIFICATION, INCLUSIVE OF ARCHITECTURAL ELEMENTS AND DIMENSIONAL ACCURACY, ETC. IS EXPRESSED OR IMPLIED.  
CAROTTI ENGINEERING LLC

**CAROTTI Engineering LLC**  
P.O. BOX 1458, OREGON, CA 94042  
OR (415) 755-9954, Cal (415) 788-7888  
carotti@carotti.com www.carottiengineering.com



**Hunt Brothers Development**  
610 South Orange Avenue, Suite 104, Sarasota, FL 34236  
Tel: (941) 558-7677 Fax: (888) 203-8434

**CADDDesign LLC**  
Custom Residential Design Services  
1177 So. Leeway Drive Sarasota, Florida 34240  
www.caddesignllc.com  
PH: (941) 571-6283

**HALYARD RESIDENCE**  
585 HALYARD LANE, LONGBOAT KEY, FL 34428  
LOT 8, BLOCK B, COUNTRY CLUB SHORES, UNIT 4, A.B.C.& D  
SARASOTA COUNTY, FLORIDA

REVISIONS:	
ISSUED: 6/78/16	
DRAWN: CADDDesign	

**A-6**

APPLICANT

# **ATTACHMENT J**

RETURN TO:  
JAMES L. ESSENSON  
ATTORNEY & COUNSELOR AT LAW  
2071 MAIN STREET  
SARASOTA, FLORIDA 34237

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2014078133 14 PG(S)  
July 02, 2014 10:26:27 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
COUNTRY CLUB SHORES, UNIT 4, PARTS 1 AND 2**

WHEREAS, Blocks A, B, C and D ("Part 1") of Unit 4 of Country Club Shores are platted as set forth in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida and Blocks E, F, G, H, J, K and L ("Part 2") of Unit 4 of Country Club Shores are platted as set forth in Plat Book 17, pages 38 and 38A of the Public Records of Sarasota County, Florida. Longboat South Corp. ("developer") was the original owner and developer of all lots in Part 1 and Part 2 (sometimes collectively called herein "said land") and placed certain covenants and restrictions on all lots in Part 1 and 2, which were to run with the title to such lots (the "Original Covenants and Restrictions") which were originally recorded on March 11, 1963 in Official Records Book 416, Pages 989 et seq., and March 20, 1964 in Official Records Book 470, Pages 335 et seq., respectively; and

WHEREAS, pursuant to the Original Covenants and Restrictions, the developer caused a not-for-profit corporation to be formed under the name County Club Association, Inc. (the "Association"), as the corporate vehicle for the homeowners' association governing all of the lots in Part 1 and Part 2. The rights, powers, privileges and authorities given to the developer under the Original Covenants and Restrictions were, pursuant to their terms, subsequently vested in the Association; and

WHEREAS, as a result of the Marketable Record Titles to Real Property Act, Chapter 712, Fla. Stat., the Original Covenants and Restrictions ceased to govern some or all of the lots in Part 1 and Part 2. Pursuant to Section 720.403 et seq., Fla. Stat (2006), the respective owners of Lots in Part 1 and Part 2 (hereinafter the "Lot Owners") formed organizing committees for the purpose of initiating the revival of the respective covenants and restrictions for Part 1 and Part 2. The Revived Covenants and Restrictions for Part 1 and 2 were recorded on November 17, 2006 at Instrument #2006202718, 58 Pages and #2006202719, 57 Pages, respectively, all in the Public Records of Sarasota County, Florida; and

WHEREAS, the Board of Directors of the Association unanimously voted to propose and approve the Amended and Restated Declaration of Covenants and Restrictions of Country Club Shores, Unit 4, Parts 1 and 2 on March 18, 2014 and unanimously voted to integrate all of these provisions into a single instrument; and

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions of Country Club Shores, Unit 4, Parts 1 and 2 was approved by not less than two-thirds of all Lot Owners in Part 1 and by not less than two-thirds of all Lot Owners in Part 2 at a Special Membership Meeting held on June 26, 2014, together with the Written Approval of the Lot Owners not present at the membership meeting;

NOW THEREFORE, Country Club Association, Inc. does hereby Adopt and Record as Amended and Restated the Declaration of Covenants and Restrictions for Country Club Shores, Unit 4, Parts 1 and 2, for the purpose of integrating all of the provisions of the covenants and restrictions into a single instrument, 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 said lands or occupying or using the property (the Declaration"), which shall be effective upon the date of recording in the Public Records of Sarasota County, Florida (the "Effective Date").

14/05

**ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1.1 The real property which shall henceforth be held, transferred, sold, conveyed, used and occupied subject to the terms of this Declaration is located in Sarasota County, Florida, and is legally described as follows:

Lots 1-18, Block A; Lots 1-15, Block B; Lots 1-14, Block C ; and Lots 1-14, Block D, Country Club Shores, Unit 4, Part 1, as per plat thereof recorded in Plat Book 17, page 16 of the Public Records of Sarasota County, Florida; and

Lots 1-13, Block E; Lots 1-12, Block F; Lots 1-11, Block G; Lots 1-11, Block H; Lots 1- 11, Block J; Lots 1-3, Block K; and Lots 1-4, Block L, Country Club Shores, Unit 4, Part 2 as per plat thereof recorded in Plat Book 17, pages 38 and 38A of the Public Records of Sarasota County, Florida.

The attached composite Annex A, which is incorporated by reference, is a graphic depiction of the various Blocks and lots in Part 1 and Part 2 of Country Club Shores, Unit 4.

**ARTICLE II  
REQUIRED MEMBERSHIP IN THE ASSOCIATION**

Section 2.1 In order to effectuate the orderly development and redevelopment of Country Club Shores, Unit 4, and to establish, protect and preserve the quality of Country Club Shores, Unit 4, all Lot Owners in Country Club Shores, Unit 4, shall automatically and mandatorily be members ("Members") of the Association, and in consideration of ownership and all of the privileges attendant thereto, agree to be bound by this Declaration. There shall be one (1) vote per Lot, which vote may be cast as provided in the Bylaws.

Section 2.2 The purposes and objectives of the Association recognizes the common interest of Lot Owners in Country Club Shores, Unit 4. Therefore, it is the intent of the Association to organize in such a way as to act in concert through the Association where the problems and actions are of a mutual interest and concern, to ensure to all of its Members a continuing program for maintenance of the common areas and to enforce these covenants and restrictions, whenever applicable and appropriate, so as to protect and preserve the quality of the subdivision.

Section 2.3 The Association shall be operated pursuant to this Declaration, the Articles of Incorporation ("Articles") and Bylaws, including the following provisions:

(a) In the event of any conflict, the Declaration shall take precedence over the Articles, Bylaws and applicable rules and regulations; the Articles shall take precedence over the Bylaws and the applicable rules and regulations; and the Bylaws shall take precedence over the applicable rules and regulations; all as amended from time to time.

(b) Unless the approval or action of Lot Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or Bylaws, applicable rules or 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 of Directors, without the consent of Lot Owners, and the Board of Directors may so approve and act through the proper officers of the Association without a specific resolution.

(c) If available at a reasonable cost, the Association shall obtain and maintain public liability insurances in such amount as the Board of Directors deem appropriate. The Board of Directors

shall also have the authority to acquire and maintain errors and omissions coverage to protect the board members, officers, and volunteers from liability. The Board of Directors 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 Lot Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

### **ARTICLE III COMMON AREAS**

Section 3.1 Country Club Shores, Unit 4, has two common areas of landscaped entrances, one located at the south entrance into Unit 4 and the other located at the north entrance into Unit 4. It also has four breakwater Common Areas located at the northeast entrance to each of the following canals i.e. canal between Halyard Lane and Ranger Lane; canal between Ranger Lane and Bowsprit Lane; canal between Bowsprit Lane and Yardarm Lane; and the canal between Yardarm Lane and Putting Green Lane. In addition to the two entrances and the four breakwater Common Areas, the Association shares for the use by Unit 4 Lot Owners a common beach access path easement along the north side of Longboat Club Road and a dune walkover structure with other Homeowners' Associations in which the Association is required to share in the costs and expenses of maintenance and repair.

Section 3.2 The Association shall be responsible for the maintenance, repair and replacement of the entrance and breakwater Common Areas, including its share of the maintenance, repair and replacement of the beach access path and dune walkover structure. The maintenance responsibilities of the Association include the authority to maintain, replace, alter, supplement or otherwise address all common areas, including the common beach access path and dune walkover structure, in the sole and absolute discretion of the Board of Directors. The expenses associated with the fulfillment of the maintenance responsibility shall be shared by all Members of the Association.

### **ARTICLE IV BUILDING AND USE RESTRICTIONS**

Section 4.1 Residential Use. The Lots subject to this Declaration shall be used only for single-family residential living units exclusively and for no other purpose. No business, occupation, or profession may be conducted on any Lot other than home offices and home businesses that do not violate applicable Town of Longboat Key zoning codes and ordinances, do not entail meeting the public, and do not require commercial deliveries.

Section 4.2 Required Plan Approval. Prior to commencement of construction of any improvements on any Lot or the modification of any structure or exterior appearance of any kind, a complete plan review application shall be submitted to the Plan Review Committee in accordance with the applicable provisions of the Declaration and the procedures set forth in Article V hereof. For purposes of this Section, unless otherwise expressly provided for herein, a "Structure" shall include all improvements including the dwelling, surfaced drive or parking areas, roofs, pools, decks, patios, docks, davits, moorings, piers, boatlifts, seawalls, bulkheads, fences, walls, porches, verandas, garages, pool cages, lanais, screen enclosures, carports, and the like, and any buildings or improvements of any type whatsoever, or material alterations or substantial additions to any of the foregoing where the original footprint of the existing structure is changed. In addition to requirements as to setbacks, no dwelling shall be erected, placed or allowed on said land unless the same shall be individually designed and unless such dwelling conforms to the standards specified in this Declaration or specified in such other guidelines as may be published from time to time by the Association. No residence shall be constructed without the review of the Plan Review Committee, which review without objection shall be granted based upon the applicant's compliance with the applicable covenants and restrictions.

Section 4.3 Setback Lines. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, terraces, patios, steps, decks, swimming pools, garage, pool cage, carport, lanai, screen enclosure, fences, walls and the like) which projects more than three (3) feet above the surface of the land (final grade), shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (including eaves, gutters or overhangs): (a) encroaches on any "building setback line" or easement denoted on the Plat; (b) is closer than twenty (20) feet to the front Lot line (which is any line adjacent to a street), within twenty-five (25) feet from a canal, within twenty (20) feet from Sarasota Bay, and closer than ten (10) feet to a side Lot line, except Lots 1 through 8 inclusive of Block A shall be exempt from the twenty (20) foot setback from Sarasota Bay and a fifteen (15) foot setback shall be required, and except Lot 15, Block A and those Lots having frontage on the canal side of Bogey Lane shall be exempt from the twenty-five (25) foot setback from the canal and a twelve (12) foot setback shall be required; or (c) is constructed in violation of any more stringent setback requirements of the Town of Longboat Key then in effect. No building shall be erected on a corner Lot so that the setback from any Lot line adjacent to any street is less than twenty (20) feet. The aforesaid setbacks shall apply to all improvements constructed on each Lot, excluding pool safety fences. Docks and boat lifts which shall have a fifteen (15) feet set back from any side Lot boundary line or breakwater. All setbacks shall be measured from the portion of the dwelling, other Structure, dock or boat lift closest to the Lot line or breakwater. If a dwelling is erected on more than one Lot or on a building plot composed of part or more than one Lot, then the said setback line restrictions contained above in this Section shall apply only to the extreme side lines of the two or more Lots or the building plot occupied by such dwelling, or other Structure. No Lot shall be increased in size by filling in the waters on which it abuts.

Section 4.4 Roofing Materials. Approved roofing materials shall consist of a metal roof, concrete tile or tile materials. No asphalt shingles shall be used for roofing materials.

Section 4.5 Screening of Air Conditioners, Garbage Container and Clothes Drying Area. All garbage or trash containers shall be placed within totally enclosed or screened areas. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view by walls or fences. Window or wall air conditioning units shall be permitted only on a building located along the side Lot line of any Lot. Heating, ventilation, air conditioning equipment, fans and pool equipment located outside a building shall be similarly screened from view and buffered by walls or shrubbery so as to reduce the noise level resulting from operation thereof. Underground fuel oil tanks are prohibited. Any propane gas storage tanks shall be installed underground.

Section 4.6 Exterior Lighting. Exterior lighting shall not cast light directly onto any adjacent Lot.

Section 4.7 Vacant Lots. The Owner of each vacant Lot shall cut or cause to be cut, and keep cut or cause to be cut below a height of twelve (12) inches all grass and weeds on said Lot and shall keep all plantings, bushes and hedges in a neat, healthy, and trimmed condition, and shall remove any resulting debris.

Section 4.8 Seawall or Bulkhead. No seawall or bulkhead shall be erected on any Lot by any Lot Owner as a repair or replacement of an existing seawall or bulkhead, except pursuant to a design, materials and location approved by the Town of Longboat Key. In the event any seawall or bulkhead is in need of repair or replacement, it shall be repaired or replaced by the Lot Owner without any unnecessary delay.

Section 4.9 Docks and Boatlifts. Docks and boatlifts may be located over canal waters adjacent to the Owner's Lot. No dock or boatlift shall be covered with a permanent roof structure. They shall be situated in such a manner so as not to unreasonably obstruct the view down the canal nor be a hazard to navigation and shall be located not less than fifteen (15) feet from any side property Lot line or from any breakwater.

Section 4.10 Fences and Walls. After the Effective Date, no fence or wall shall be erected in the front yard setback area nor shall any fence or wall be erected in the canal and/or Sarasota Bay setback areas which has a height in excess of three (3) feet from the final grade, excluding any pool safety fence. No fence or wall erected in the side yard set back area shall be more than six (6) feet in height from the final grade, except

side yard fences when erected in the canal or Sarasota Bay setback areas shall not exceed three (3) feet in height, excluding pool safety fence. No fence or wall shall be constructed or maintained nearer to the street than the front wall of the residence constructed on the Lot, nor nearer than twenty (20) feet to the front Lot line, whichever would cause the fence or wall to be further from the street nor shall any such fence or wall be more than six (6) feet in height from the final grade. The composition, location, and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the Association.

Section 4.11 Separate Buildings. No garage, storage shed, pool house, cabana, gazebo or other Structure shall be constructed separate and apart from the residential dwelling, except as otherwise provided in Section 4.10.

Section 4.12 Landscaping. Each developed Lot shall be landscaped as may be appropriate. All lawns and landscaping shall extend to the curb of the street in front of any dwelling. The Lot Owner of each developed Lot shall cut or cause to be cut and keep cut below a height of twelve (12) inches tall grass and weeds on said Lot and shall keep all plantings, bushes and hedges in a neat, healthy, and trimmed condition. All plantings, bushes and hedges shall be controlled so as not to obstruct the view down the canal, as determined by the Board of Directors, whose decision shall be conclusive and final.

Section 4.13 Vehicles. After the Effective Date, no vehicle shall be parked on any Lot, except on a surfaced driveway or parking area or inside a garage, provided, however, that temporary parking of motor vehicles on the public right of way is permissible for guests. No trucks or vehicles which are used for commercial purposes, other than those present on business, may be parked on any Lot unless inside a garage and concealed from public view. Boats, boat trailers, trailers, vans, motorcycles, recreational vehicles, and any vehicle not in operable condition shall be parked inside a garage and concealed from public view, provided, however, that campers and motor homes may be parked in accordance with the provisions of Chapter 72 of the Town of Longboat Key Code of Ordinances. No maintenance or repair of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage. This shall not prevent, however, maintenance and repairs to boats moored at docks or on boat lifts.

Section 4.14 Signs. After the Effective Date, no signs of any kind shall be displayed to public view on any Lot except as follows:

- (a) Individual, ornamental house name or number plates may be displayed.
- (b) One temporary sign utilized in connection with the sale of a Lot or house may be displayed on such Lot, but not at the entrance to the subdivision or on Common Area. Such sign shall be promptly removed upon the closing of the sale.
- (c) During the course of construction on a Lot, a plan approval box or a construction sign not more than four (4) square feet in size identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.
- (d) One security sign of reasonable size provided by the security contractor may be displayed at the front and rear of a Lot.
- (d) Other signs may be displayed only if such sign conforms to the requirements of the Town of Longboat Key sign ordinance and for the applicable time periods.

Section 4.15 Animals. No animal other than one that is customarily regarded as a household pet shall be kept on any Lot. No pet shall be permitted to roam off of the Owner's Lot except on a leash. Each owner of a pet shall remove and clean all animal excrement and waste resulting from his or her pet from all parts of the subdivision, including, without limitation, his or her Lot(s). Pets shall not be kept in a manner or to an extent

so as to constitute a nuisance or unreasonable annoyance to neighboring Lots. Failure to pick up and properly and promptly dispose of pet excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. No dangerous animals shall be kept on any Lot.

## ARTICLE V PLAN REVIEW PROCESS

Section 5.1 Plan Review Committee. The Association shall maintain a Plan Review Committee ("PRC") that shall administer required plan review under the applicable Covenants and Restrictions. The PRC shall be composed of not less than two members who may be a professional engineer, former building official, architect, Member, Directors and/or Officers of the Association, and shall serve at the pleasure of the Board of Directors. The Board of Directors may establish reasonable fees (not in excess of that charged by the Town of Longboat Key) that must be submitted with an application in order to enable the Association to obtain reimbursement for the costs and expenses of plan review.

Section 5.2 Prior Plan Approval Required. No initial construction of any structure, or construction of any improvements, alterations, modifications, expansion of any existing structure, where the original footprint of the existing structure is changed, shall be commenced on any Lot until two (2) complete copies of the plans and specifications for the same bearing the approval stamp by the Town of Longboat Key Building Department, together with two copies of a detailed plot plan thereof showing the location of the structure in relation to the Lot boundary lines and specifying all setbacks as contained in this Declaration, shall be submitted to the Association's PRC for review along with a cover letter stating the applicant's full name, telephone number and mailing address, the name of the contractor who will do the construction and a proposed completion time. One copy of such plans and specifications and plot plan shall be retained as a permanent record by the PRC.

Section 5.3 Procedures and Applicable Time Periods. The PRC shall have no more than thirty (30) days to issue a letter of no objection or to reject the plans, specifications and plot plan, and if rejected, the PRC shall advise the applicant in writing of the portions or parts thereof which were objectionable and the reason for the objection(s), said notice of no objection or notice of rejection, as the case may be, to be delivered to the submitting party by depositing the same in the U.S. Mail, postage prepaid, addressed to the applicant at the address set forth in the original submission within said thirty (30) day period. In the event that the applicant makes the changes requested, the revised plans, specifications, and plot plan shall be resubmitted to the PRC for review within ten (10) days after resubmission. The PRC shall evidence objection or no objection, as the case may be, to the revised plans, specifications and plot plans by delivering to applicant in the manner set forth above a written statement of objection or no objection. All construction work must be completed in accordance with the submitted plans, specifications and plot plan and must be completed within the timeframe established in the approval of the Association, as applicable.

Section 5.4 Unauthorized Alterations. Any construction, alterations, improvements, or changes of any nature whatsoever that has not been submitted to Association, or has not received the Association no objection letter as provided herein, shall be deemed unauthorized alterations which may be removed by the Association at the Lot Owner's expense in the event the Lot Owner fails to undertake the necessary corrective action within a reasonable period of time after receipt of written notice from the Association. For purposes hereof, a reasonable period of time shall be at least thirty (30) days, but no more than ninety (90) days, unless there is a significant health or safety issue requiring immediate corrective action. The Association shall have a right of ingress and egress to the Lot for the purposes of removing the installations and any entry in that regard shall not be deemed a trespass. All expenses and charges incurred by the Association, including but limited to the costs of removal, storage, or disposal, engineering and professional fees, and the like, shall be borne by the Lot Owner and shall be paid to the Association within thirty (30) days after submission of a bill therefore. Said charge shall constitute a lien against the Lot which may be foreclosed by the Association in accordance with the provisions of Article X.

**ARTICLE VI  
MAINTENANCE OF LOTS, IMPROVEMENTS**

Section 6.1 Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other Lot Owners in the subdivision. 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 of Directors of the Association, or to a committee duly appointed by the Board for such purpose, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

Section 6.2 Maintenance of Lots and Landscaping. No landscaping, grass, weeds, underbrush, or other unsightly growth shall be permitted to grow or remain uncut or unmowed on any Lot, and no trash, debris, refuse pile or other unsightly objects shall be allowed to be placed upon any Lot or remain thereon. The Lot Owners in the subdivision shall be responsible for the maintenance of all areas located between their respective Lot lines and the curb of the street adjacent to the Lot, including but not limited to the care and maintenance of grass areas along the roadway. All Lot Owners shall maintain their bushes, hedges, plants, lawns, and shrubs in a neat, healthy, and trim condition at all times and any dead vegetation shall be promptly removed.

Section 6.3 Maintenance of Improvements or Structures. Lot Owners shall maintain their residences and all other improvements or Structures, including, without limitation, roofs, walls, fences, screen enclosures, docks, boatlifts, seawalls, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, decay, deterioration, mold, or evidence of wear and tear, including on the exterior of any building, shall be made promptly.

Section 6.4 Maintenance and Repair by Association. In the event any Lot Owner shall fail or refuse to maintain his or her residence, Lot or other improvements or Structures situated on said Lot, including docks, boat lifts and seawalls, in full compliance with the provisions of this Declaration, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by said Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance affected by said Association shall be chargeable to and paid by said Lot Owner to the Association within thirty (30) days after submission of a bill therefor. Said charge shall constitute a lien against the Lot which lien may be foreclosed in accordance with the provisions of Article X.

Section 6.5 Casualty Damage. In the event of any casualty damage, the Lot Owner shall remove all debris within a reasonable period of time, not to exceed 180 days, and complete repair and reconstruction of the damaged improvements within the timeframe established in the approval by the Association, as applicable, in a manner consistent with the original construction, or such other plans and specifications reviewed by the Association as provided elsewhere in this Declaration. In the event the damage results in the destruction of substantially all of the improvements, an Lot Owner may decide not to rebuild or reconstruct, in which case the Lot Owner shall, within 180 days, clear the Lot of all debris and return the Lot to the substantially natural state that existed prior to construction. Thereafter, the Lot Owner shall maintain the parcel and the Lot Owner shall remain responsible for his or her equal share of assessments notwithstanding that a residence is not constructed or occupied on the Lot.

**ARTICLE VII  
RESUBDIVIDING**

Section 7.1 Resubdividing. No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the Plat for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted Lot according to the Plat. Any such Lot maybe combined with contiguous Lots or parts thereof to form a single building site. In the event that more than one Lot is developed as a building site, the provisions of this Declaration shall apply thereto as if it were a single Lot,

provided, however, that the combination of two or more Lots, or parts thereof, shall not alter the liability of each of such Lots for its share of assessments and expenses levied or charged by the Association. If a Lot is divided and the parts thereof added to other Lots, the share of such Lot for assessments and expenses levied or charged by said Association shall be prorated on the basis of the party's ownership interest in such Lot.

## **ARTICLE VIII VARIANCES GRANDFATHER PROVISIONS**

Section 8.1 Variances. Developer reserved the right, which right has been assigned to the Association, to enter into agreements with the Lot Owner of any Lot or Lots (without the consent of the Lot Owners of other Lots, including adjoining or adjacent Lots) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, areas of improvement, construction of structure as defined in section 4.2 above, including but not limited to building plans, landscaping, fences, signs, maintenance, screening of garbage receptacles, clotheslines and air conditioners; provided, however, that any such variance shall only be equitably granted to relieve minor hardships or inequitable circumstances in the reasonable discretion of the Board of Directors as evidenced by an agreement in writing stating the facts surrounding the need for such variance and the basis for the decision to grant the same. The applicant shall have the burden of proof, by clear and convincing evidence, that the applicant is entitled to such variance. Such variance shall not constitute a waiver, a bar, or an estoppel defense against enforcement of any such condition, restriction, limitation or agreement as to the remaining Lots in the subdivision, and the same shall remain fully enforceable against all Lots located in the subdivision other than the Lot where such variance is permitted.

Section 8.2 Grandfather Provisions. Any Structures previously constructed in accordance with the following shall be deemed for all purposes to be in full compliance with the applicable provisions of this Declaration: (1) the Original Covenants and Restrictions, Part 1, which were recorded in the Official Records Book 416, pages 989 et seq. of the Public Records of Sarasota County, Florida on March 11, 1963; or (2) the Original Covenants and Restrictions, Part 2, which were recorded in the Official Records Book 470, pages 335 et seq. of the Public Records of Sarasota County, Florida on March 20, 1964; or (3) the applicable provisions of the Land Development Code of the Town of Longboat Key, Chapter 150 to Chapter 160, during the period that the Original Covenants and Restrictions ceased to govern some or all of the Lots in Part 1 and Part 2 pursuant to the provisions of the Marketable Record Titles to Real Property Act, Chapter 712, Fla. Stat.; or (4) the Revived Covenants and Restrictions for Part 1 recorded in the Official Records at Instrument #2006202718, 58 pages, of the Public Records of Sarasota County, Florida on November 17, 2006; or (5) the Revived Covenants and Restrictions for Part 2 recorded in the Official Records at Instrument #2006202719, 57 pages, of the Public Records of Sarasota County, Florida on November 17, 2006; or (6) the provisions of any Variance granted by the Developer or the Association. Said Variance or Grandfather provisions, as the case may be, shall remain as valid and in full force and effect until the subject structure is destroyed or demolished, by voluntary or involuntary action, and is no longer in existence. In the event of any dispute between the Lot Owner and the Association concerning whether the construction of any improvement on a Lot is Grandfathered under the provisions of this Section, the Lot Owner shall have the burden of proof by clear and convincing evidence that the Lot Owner is entitled to such Grandfather protection.

## **ARTICLE IX ASSESSMENTS BY ASSOCIATION**

Section 9.1 Annual Assessments. The Association shall have the right to levy an annual assessment against all Lots in the subdivision in such amounts as may be deemed appropriate by the Association's Board of Directors for the management and operation of the Association, care and maintenance of the Common Areas, and for the general purposes and objectives of the Association as set forth herein and in its Articles and Bylaws.

Section 9.2 Special Assessments. The Association 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; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

Section 9.3 Assessments Levied Pro Rata. All assessments levied by the Association, whether annual or special, shall be on the basis of one share per Lot so that each Lot Owner shall bear an equal pro rata share of the expenses of the Association based on the total assessment divided by the total number of Lots.

Section 9.4 Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in said Association's Bylaws. Payment of any annual or special assessment levied by the Association's Board of Directors shall be due upon not less than thirty (30) days after written notice thereof or on the date in such assessments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of eighteen percent (18%) or the highest rate allowed by law on an open account whichever is less, shall bear interest from the due date until paid at the maximum rate for individuals permitted by law, and may be subject to administrative late fees, attorney's fees, and costs. All payments on account shall be applied first to interest, then to any administrative late fees, then to expenses and attorney's fees incurred in collection, and then to the unpaid assessments.

Section 9.5 Personal Obligation of Lot Owner. The record Owner of legal title of each Lot, regardless of how title was acquired, is personally liable for all assessments or installments thereon coming due while the title holder remains the Owner of any Lot against which the assessment is levied. Multiple Lot Owners are jointly and severally liable. If any such assessment is not paid within thirty (30) days after the same is due, then, in addition to the lien rights specified in Article X hereof, the Association may bring suit against the Lot 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 (including those incurred for bankruptcy and/or appellate proceedings), in preparation for and in bringing such action.

Section 9.6 Owner's Right to Statement. A Lot Owner has the right to require from the Association a statement showing the amount of any unpaid assessments with respect to the Owner's Lot.

## **ARTICLE X LIEN RIGHTS OF ASSOCIATION**

In order to provide an additional means to enforce the collection of any annual assessments or other expense charged to the Lot Owner, or any special assessment, the Association shall have a lien against each Lot in the subdivision, together with all improvements thereon, as follows:

Section 10.1 Creation of Lien. The lien of every such charge, fee, expense and assessment, together with interest at eighteen percent (18%) per annum or the highest rate allowed by law on an open account whichever is less and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law, and late charges thereon and cost of collection thereof as herein provided, including reasonable attorney fees, expenses and costs, shall attach and become a charge on each Lot, and all improvements thereon, upon the recording of this Declaration.

Section 10.2 Enforcement of Lien. In the event any such charge, fee, expense or assessment is not paid within thirty (30) days after the same is due, and the Association has complied with the notice requirements under Florida Law, the Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. Said lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or such other manner as may be permitted by law. In the event the Association files a Claim of Lien against any Lot, it shall be entitled to recover from the Owner of such Lot the aforesaid interest and late charges and all fees, expenses, assessments and costs, including reasonable attorneys'

fees (including attorneys' fees for bankruptcy and/or appellate proceedings), incurred in preparing, filing and/or foreclosing the Claim of Lien, and all such costs, late charges, expenses, fees and assessments shall be secured by said lien.

## ARTICLE XI GENERAL PROVISIONS

Section 11.1 Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by the Association or the Owner of any of such Lots, and their respective legal representatives, heirs, successors and assigns, and shall remain in effect until January 1, 2032. While this Declaration is in effect every deed conveying any Lot in Country Club Shores, Unit 4, shall be deemed to incorporate therein, reimpose, and affirm this Declaration whether this Declaration is recited therein or not.

Section 11.2 Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Association, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the expenses and costs of such proceedings shall be borne by the Lot Owner alleged to be in violation if such proceedings result in a finding that such Lot Owner was in violation of terms of this Declaration. Such expenses and costs shall include reasonable attorneys' fees, whether or not a legal proceeding is commenced, and attorneys' fees for bankruptcy and/or appellate proceedings, and mediation as may be required under the law, incurred by the Association. In addition to the remediation described in Section 6.4 herein, the Association may compel compliance with this Declaration by the use of fines, penalties, or suspensions of rights, as provided by Florida Law. Such enforcement remedies are not exclusive and all remedies set forth herein shall be cumulative of any remedies available to the Association at law or equity. The Board's decision to pursue enforcement remedies in any particular case shall be left to the Board's discretion. Failure by the Association to enforce any of these covenants or restrictions upon breach thereof, however long continued shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

Section 11.3 Severability. Invalidity of any of the provisions of this Declaration herein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions of this Declaration, which other provisions shall remain in full force and effect.

Section 11.4 Amendment. This Declaration may be amended at any time and from time to time as follows:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- (b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Members of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Association at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than two-thirds of the Lot Owners, represented in person or by proxy, at a duly noticed membership meeting, together with the written approval of the Lot Owners not present at the membership meeting.
- (c) An amendment shall be evidenced by a certificate of the Association that shall include recording data identifying the Declaration and shall be executed in the same form as required for the execution of a deed.

Section 11.5 Effective Date. This Amended and Restated Declaration of Covenants and Restrictions, Country Club Shores, Unit 4 shall be effective on the date of the recording of this Declaration in the Public Records of Sarasota County, Florida.

Section 11.6 Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 11.7 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of the this Declaration or the intent of any provision hereof.

Section 11.8 Interpretation. In the event that any term, condition, or provision of this Declaration, the Articles, or the Bylaws are deemed to be capable of more than one reasonable interpretation, the Board of Director's interpretation of the ambiguous term, condition, or provision shall be binding unless wholly unreasonable and arbitrary. An opinion of the Association's attorney that the Board of Director's interpretation is not wholly unreasonable and arbitrary shall be dispositive and binding on all parties.

IN WITNESS WHEREOF, Country Club Association, Inc. has executed this Declaration this 30 day of June, 2014

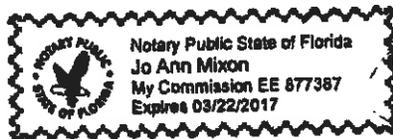
Country Club Association, Inc.

By: [Signature] President

[Signature] Attest Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

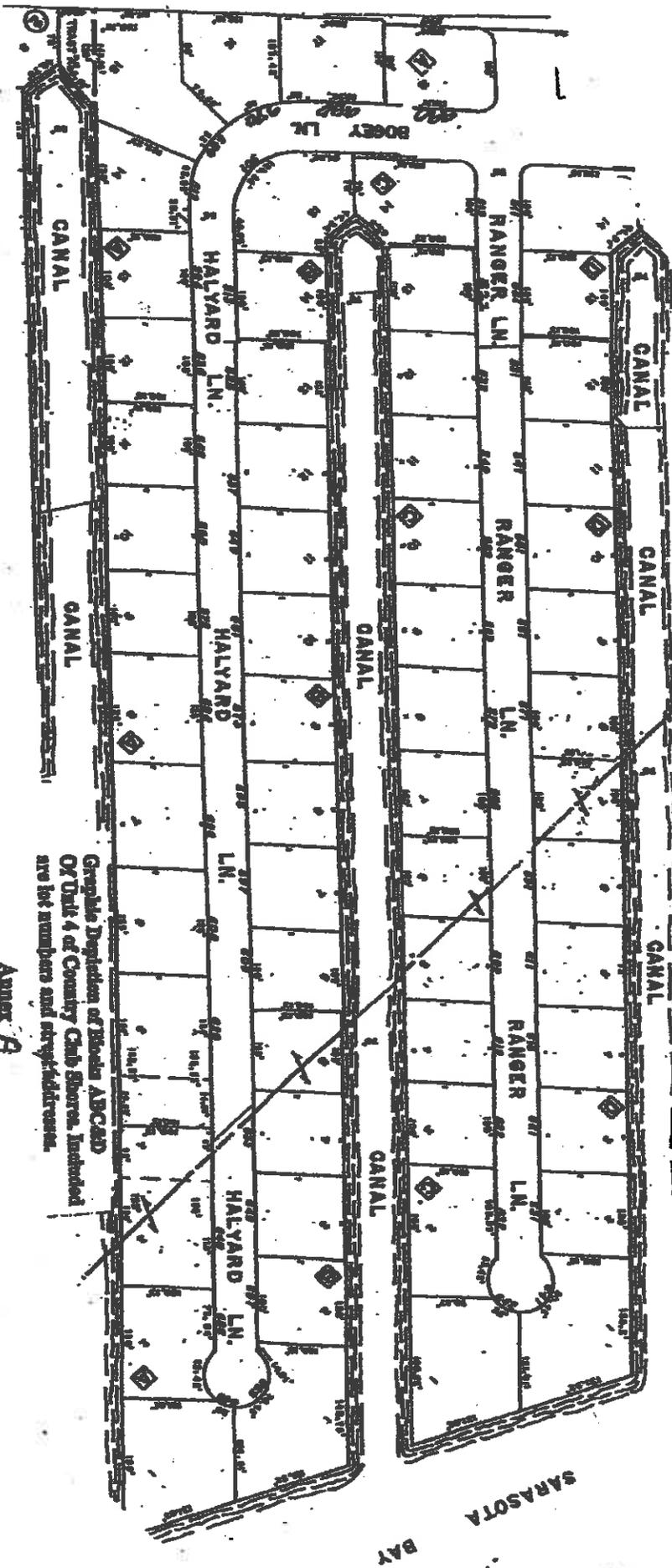
The foregoing instrument was acknowledged before me this 30 day of June, 2014, by Robert Kruger Sault as President and by Randall Thomas Clair Secretary of Country Club Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced FL Drivers License as identification. If no type of identification is indicated, the above-named persons are personally known to me



[Signature]  
Notary Public - State of Florida

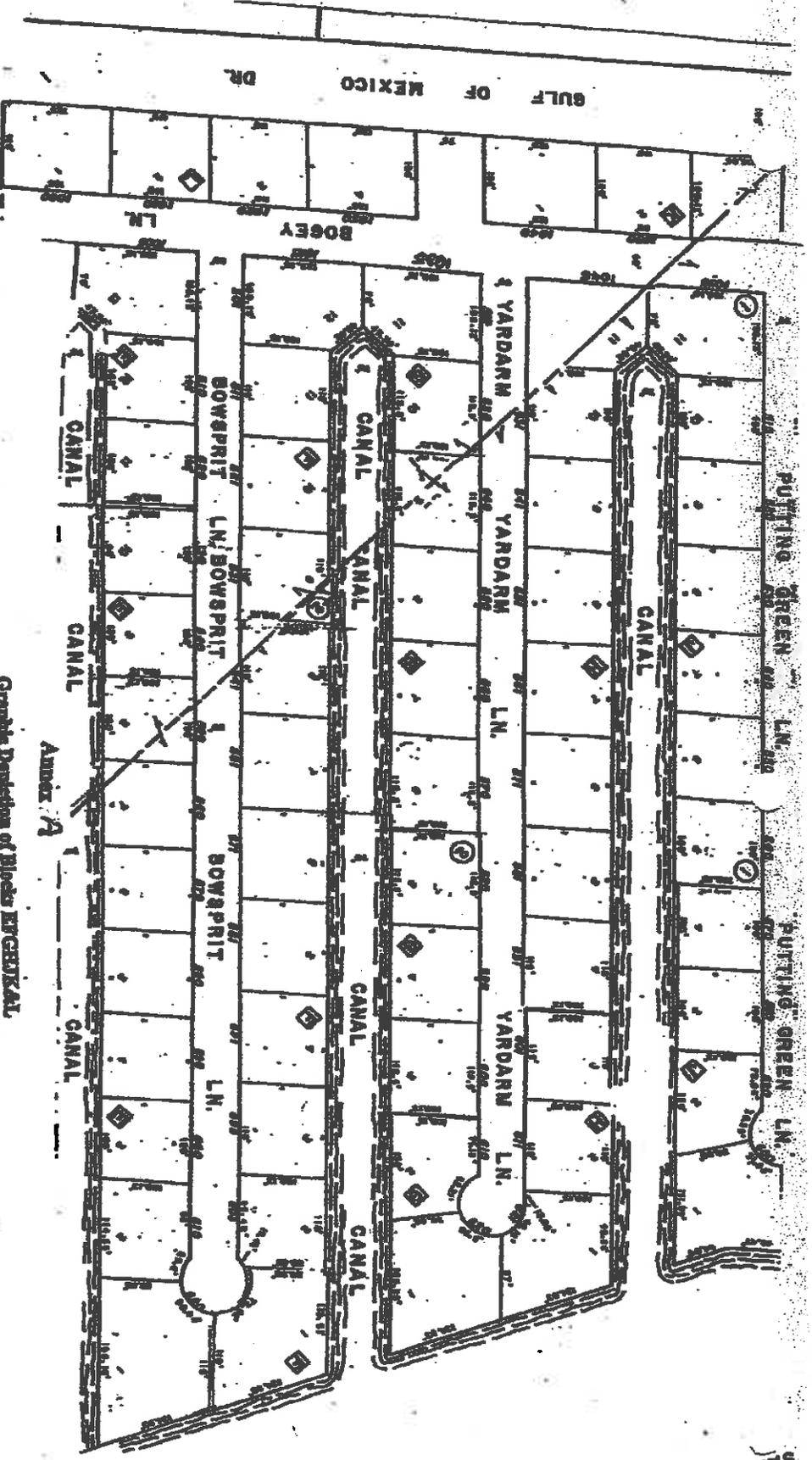
My Commission Expires: March 22, 2017

## Annex A



Graphic Depiction of Books ABCAD  
 Of Title 4 of County Code Shows Labeled  
 are lot numbers and street addresses.

Annex A



Graphic Depiction of Blocks HYCHIKAL,  
 OF Unit 4 of Country Club Shores. Included  
 Are lot numbers and street addresses.

SARASOTA

BAY

GULF OF MEXICO