

****Cocoanut Bayou Association Membership Obligations and Requirements****

This pamphlet outlines the membership obligations and requirements for members ("Members") of the Cocoanut Bayou Association ("CBA"). It specifically addresses the obligations and requirements set forth in the following documents:

1. Restrictions, Conditions, and Covenants for Cocoanut Bayou ("Restrictions"), recorded as Instrument No. 2020052986 in the Public Records of Sarasota County, Florida.
2. Amended and Restated Bylaws of Cocoanut Bayou Association ("Bylaws"), recorded as Instrument No. 2021227637 in the Public Records of Sarasota County, Florida.
3. Amended and Restated Articles of Incorporation ("Articles"), recorded as Instrument No. 2021222564 in the Public Records of Sarasota County, Florida.
4. CBA Beach Rules ("Beach Rules").
5. CBA Beach Indemnity and Hold Harmless Agreement ("Indemnity Agreement").
6. Rules Governing the Construction and Renovation of Homes in the Cocoanut Bayou Association ("Construction Agreement").

These documents are collectively referred to as the "Governing Documents." For a complete list of a Member's obligations and requirements within the CBA, please refer to the Governing Documents.

Items of interest in the Governing Documents:

****Setback Requirements****

****What are the Setback Requirements?****

The CBA enforces the following setback requirements for all Members, as outlined in Section 6 of the Restrictions:

- i. ****Roads:**** No building shall be constructed closer than thirty (30) feet from any lot line that borders a public or private road, unless written consent is obtained from the CBA Board of Directors.
- ii. ****Side Lot Lines:**** No building shall be constructed closer than fifteen (15) feet from the side lot lines, except in cases where written consent from the CBA Board of Directors is obtained. This setback requirement does not apply to the dividing side lot line between two lots when a residence is built partially on two lots and crosses that side lot line.
- iii. ****Rear Lot Line or Waterfront:**** No building shall be constructed closer than twenty (20) feet from the rear lot line or from any lot line that borders the water (collectively referred to as the "Setback Requirements").

****To Whom do the Setback Requirements apply?****

The Setback Requirements apply to all Members of the CBA, including those who did not voluntarily join. According to Section 11 of the Restrictions, once an owner becomes a Member, any future owners of their property will also be subject to the Restrictions, regardless of whether they joined voluntarily. As a result, all Members and future owners of their properties are required to comply with the Setback Requirements.

****What if a Member's property had non-conforming setbacks prior to joining the CBA?****

If a Member's property had non-conforming setbacks that were established before they joined the CBA, that property will be considered "grandfathered in." This means that these Members will not be in violation of the Governing Documents for failing to meet the Setback Requirements.

However, if Members choose to rebuild their properties after joining the CBA, they must follow the Setback Requirements. As stated, all Members are required to comply with these requirements and are prohibited from constructing or modifying their properties in a way that violates them.

Therefore, Members must ensure that any new construction adheres to the Setback Requirements. Additionally, before starting any construction or significant remodeling, Members are required to submit all building plans and specifications to the CBA Board of Directors, as outlined in Section 9 of the Restrictions. The CBA Board of Directors

will respond in writing within 30 days of receiving the plans. If a Member fails to comply with the Setback Requirements or does not obtain prior written approval from the CBA Board of Directors before starting construction or remodeling, they will be in violation of the Restrictions.

****Non-Conforming Improvements****

****What are non-conforming improvements?****

Improvements to real property generally refer to permanent buildings or structures, as well as additions to them, including, but not limited to, garages, driveways, or carports. Non-conforming improvements are those that do not comply with the requirements outlined in the Restrictions.

****What if a Member had non-conforming improvements prior to joining the CBA?****

Members may have certain improvements on their properties that do not fully adhere to the Restrictions. According to Section 9 of the Restrictions, improvements that were in place prior to a Member's joining can be considered grandfathered in if the Member joined on or before December 2, 2019. Consequently, those Members with grandfathered non-conforming improvements will not be in default under the Governing Documents due to these specific improvement specifications.

****Can Members rebuild their grandfathered non-conforming improvements?****

Members who own grandfathered non-conforming improvements can only rebuild them if they maintain the original footprint of the improvement. However, the size of the non-conforming improvement cannot be expanded. For example, if a Member rebuilds a garage that is non-conforming, the overall area it covers cannot exceed the size of the original structure, as stated in Section 9 of the Restrictions.

****Member Default under the Restrictions****

****When is a Member considered to be in default under the Governing Documents?****

A Member will be deemed in default if they, or their guests or invitees, fail to comply with the obligations specified in the Governing Documents. Examples of default include, but are not limited to, not adhering to the Setback Requirements (except for grandfathered-in lots) or failing to obtain the Board's approval before constructing or remodeling their residence (as detailed in Sections 6 and 9 of the Restrictions).

****CBA Board of Directors' Actions on Member Default****

****What will the CBA Board of Directors do if a Member defaults?****

If a Member violates the Governing Documents, the CBA Board of Directors will provide written notice to the noncompliant Member, as stated in Section 10 of the Restrictions. If the violation is not corrected within 7 days after the written notice is issued, or if rectification within that timeframe is not feasible and the Member does not diligently attempt to remedy the situation, the CBA may exercise all rights and remedies available to it, either at law or in equity. This may include, but is not limited to: (i) imposing a fine on the Member, (ii) suspending the Member's membership in the CBA and their associated rights to access the common property (except for the private road leading to the Member's residence), and/or (iii) initiating legal proceedings against the Member to enforce compliance.

****CBA Beach Rules****

****What are the CBA Beach Rules?****

The Beach Rules outline the obligations and responsibilities of Members, their family members, guests, and tenants regarding the use of the CBA's portion of the beach (the "Beach"). Please refer to the Beach Rules for a complete list of rules and obligations related to the Beach.

****Who is required to sign the Beach Rules?****

According to Section 3 of the Restrictions, the CBA Board of Directors has the authority to impose reasonable rules and regulations regarding the use of common property, including the Beach. Therefore, Members are required to sign and execute the Beach Rules. However, only one Member per residence needs to sign. By signing the Beach Rules, a Member acknowledges and agrees to abide by them on behalf of themselves, their guests, tenants, invitees, children, and co-owners of their property.

****Indemnity Agreement****

****What is the Indemnity Agreement?****

The Indemnity Agreement is a contract between the Member and the CBA. By signing and executing the Indemnity Agreement, the Member agrees to take responsibility for their own welfare and accepts all risks associated with accessing and using the Beach. For more information regarding the Member's assumption of liabilities, please refer to the Indemnity Agreement.

****Who is required to sign the Indemnity Agreement?****

According to Article II, Section 2(c) of the Bylaws, the Indemnity Agreement must be signed and executed before an owner becomes a Member of the CBA. Therefore, all Members are required to sign the Indemnity Agreement.

****Construction Rules****

****What are the Construction Rules?****

The Construction Rules outline the requirements that Members must follow when starting any construction work within the CBA. By signing and executing the Construction Rules, Members agree to adhere to the stated rules and regulations. For more information about the rules governing construction in the CBA, please refer to the Construction Rules.

****Who is required to sign the Construction Rules?****

According to Section 3 of the Restrictions, the CBA Board of Directors has the authority to impose reasonable rules and regulations regarding building restrictions. Hence, Members are required to sign and execute the Construction Rules. Only one Member per residence is necessary to sign. By signing the Construction Rules, a Member acknowledges and agrees to be the responsible CBA owner of record for their property.

****Membership Renewal Requirements****

****Do Members need to renew their membership in the CBA annually?****

According to the Governing Documents, Members are not required to rejoin the CBA on an annual basis. As outlined in Section 11 of the Restrictions, the Restrictions are tied to the Member's property rather than the individual Member. Members can only be removed from the CBA if they resign (as specified in Section 11 of the Restrictions) or if they are expelled by the CBA Board of Directors due to default (as mentioned in Section 10(A) of the Restrictions).