

**THIRD AMENDED AND RESTATED RESTRICTIONS OF
LONGBOAT KEY ESTATES
February, 2017**

THE THIRD AMENDED AND RESTATED RESTRICTIONS OF LONGBOAT KEY ESTATES are entered into by and between LONGBOAT KEY ESTATES CLUB ASSOCIATION, INC. a Florida not-for-profit corporation and the undersigned owners of record of Lots within Longboat Key Estates, which said owners collectively constitute in excess of sixty-six and two-thirds percent (66 2/3) of all lots in Longboat Key Estates Subdivision.

WITNESSETH

WHEREAS, the properties within Longboat Key Estates, as per plat thereof recorded in Plat Book 5, Page 98, and in Plat Book 6, Page 11, of the Public Records of Sarasota County, Florida, are restricted pursuant to those certain restrictions recorded in Official Records Instrument #200613 6156, 42 PGS., of the Public Records of Sarasota County, Florida, and

WHEREAS, Longboat Key Estates Club Association, Inc., a corporation not-for-profit, organized under the laws of the State of Florida, and the undersigned owners of real property, located in Longboat Key Estates, wish to amend and restate all the restrictions as set forth herein pursuant to their authority granted in Paragraph 4 ("Amendment") of the Second Amended and Restated Restrictions of Longboat Key Estates recorded in Official Record Instrument #2007183271 32 PGS., of the Public Records of Sarasota County, Florida.

NOW THEREFORE, the undersigned being owners of property in Longboat Key Estates and entitled to so amend said restrictions, hereby amend and restate the aforesaid restrictions as follows:

1 - These Amended and Restated Restrictions amend, replace, and restate Paragraphs 1 through 10 of the Amended and Restated Restrictions of Longboat Key Estates recorded in Official Records Instrument #2007183271, 32 PGS, of the Public Records of Sarasota County, Florida.

2. Use. Lots in the Subdivision shall be used solely and exclusively for single family residential purposes and shall comply with all zoning and building codes and regulations of the Town of Longboat Key, Florida and the building codes and regulations of all other applicable government entities.

2.1 Boats, Watercraft, Boat Trailers, Trailers, and Certain Unlicensed and Unregistered Vehicles.

- a) No boats or watercraft of any kind shall be parked or stored within the confines of Longboat Key Estates for more than 48 hours unless they are at least as far from the street as the actual setback of the residence on the property in question;
- b) Any boat or watercraft, or boat or watercraft on a trailer, which is in compliance with (a) and parked or stored in the side yard of the residence of the property in question, shall be screened from the adjacent street and shall not be within 8 feet of any abutting side or rear property line;
- c) Except as heretofore provided, no trailer intended for operation on the public highways, whether currently licensed and registered or not, shall be parked within the confines of Longboat Key Estates except wholly within a garage;
- d) Except as heretofore provided, no trailer, boat trailer, car, or truck, motorcycle or motor scooter which is not currently licensed and registered shall be openly parked or stored;
- e) For purposes of this Section, “watercraft” shall include, but not be limited to, personal watercraft, kayaks, paddleboards, and surfboards.

3. Assessments. The Association may make fair and equitable assessments against the parcels of real property in the Subdivision for costs of maintenance and improvement of streets, water supply and other utilities or property operated or owned by the Association, and reasonable reserves with respect thereto. All such assessments shall be and constitute a lien upon the lot in question, from the date of assessment, and shall bear interest at the rate often percent (10%) per annum from the date which is 60 days after the date of

assessment. If such liens are not paid within 60 days from the date of assessment, the Association may enforce the same by foreclosure, and shall recover, together with the amount of the lien and interest, all costs incurred in collecting said assessments, including reasonable attorneys' fees, provided always that the aforesaid lien shall be inferior and subordinate to the lien of any mortgage (given for full value) which would constitute a first and prior lien were this lien not in existence on any lot or lots, and this shall be true whether said first mortgage lien attaches before or after the lien for said charges. In a voluntary conveyance, the Buyer shall be jointly and severally liable with the Seller for all unpaid assessments against the latter up to the time of such voluntary conveyance without prejudice to the rights of the Buyer to recover from the Seller the amounts paid by the Buyer therefore.

4. Amendment. These restrictions may be amended by an instrument or instruments in writing signed by the Association and by the owners of record of not less than sixty-six and two thirds percent (66 2/3%) of all lots in Longboat Key Estates Subdivision. In order to be effective the said instrument or instruments must be executed with the formalities of a deed by Longboat Key Estates Club Association, Inc., a corporation not for profit organized under the laws of the State of Florida and by the requisite number of lot owners in the subdivision in the presence of two witnesses and acknowledged. All such amendments shall become effective at the time same are recorded among the public records of Sarasota County, Florida.

5. Remedies for Violation. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision, or the Association to prosecute any proceedings at law or in equity against the person or persons in violation or attempting to violate any such covenants and either to prevent him or them from so doing and/or to recover damages or other dues for such violation.

6. Covenants and Restrictions Who is Bound. All the covenants and restrictions herein shall run with the land and be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties hereto, and the word "owner"

when used in the deed shall include the singular and plural, and the masculine, feminine and neuter genders whenever and wherever the context so admits or requires.

7. Invalidation. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

8. Effective Date. These amended and restated restrictions shall take effect only when signed, witnessed and acknowledged by the owners of not less than sixty-six and two thirds percent (66 2/3%) of all lots in the Subdivision, and recorded in the Public Records of Sarasota County, Florida.

9. Utility Easements. There is hereby granted an easement for the installation and maintenance of such utilities as may be approved in writing by the Association within the front five feet of each lot and within the five-foot strip adjoining each side boundary of a lot, provided that where more than one lot and/or part of a lot is in one contiguous ownership parcel, the side easements shall exist only along the outer boundaries of such parcel.

10. Association Membership. Every owner shall be a member of the Association which shall be a Florida Corporation not for profit and shall pay the dues assessed by the Association for its purpose of maintaining the welfare and safety of the residents of the Subdivision. The dues assessed for such purposes by the Association shall be liens against the lots to which assessed until paid, and payment may be enforced as provided in Paragraph 3 of these restrictions. For any transfer of title, existing title holder shall notify the Association.

**CERTIFICATE OF AMENDMENT
TO THE THIRD AMENDED AND RESTATED
RESTRICTIONS OF LONGBOAT KEY ESTATES CLUB ASSOCIATION INC**

The undersigned, Edward Principe, as an Officer of the Longboat Key Estates Club Association Inc., certifies that the foregoing is a true and accurate copy of the Third Amended and Restated Restrictions of Longboat Key Estates Club Association Inc. that was duly adopted by greater than a two-thirds majority of the total number of lot owners at the Annual Meeting of the Association called and held on February 18, 2017.

Dated this ____ day of _____, 2017.

Officer

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Edward Principe, and he acknowledged before me that he is an officer of said corporation; and he executed the foregoing Certificate of Amendment to the Third Amended and Restated Restrictions of Longboat Key Estates Club Association, Inc., on behalf of said corporation, and affixed thereto his signature, that he is authorized to execute said Certificate of Amendment of the Third Amended and Restated Restrictions of Longboat Key Estates Club Association Inc., and that execution thereof is the free act and deed of said corporation. (Check one): (X) said person is personally known to me () said person provided the following type of identification
_____.

WITNESS my hand and official seal in the County of _____ State of _____
this ____ day of _____, 2017.

Notary Signature

Printed Name