

SOUTHBAY YACHT & RACQUET CLUB OWNERS ASSOCIATION, INC.
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, the Subdivision originally consisted of the following described real property, to-wit:

Lots 1-356, inclusive appearing on the Plat of Southbay Yacht and Racquet Club as per plat thereof recorded in Plat Book 22 at pages 27, 27A, B, C, D, E and F of the Public Records of Sarasota County, Florida, less lands expressly excluded from said Plat; and

Lots 357-360, inclusive, appearing on the Plat of Southbay Yacht and Racquet Club Unit 2 as per plat thereof recorded in Plat Book 42 at pages 20 and 20A of the Public Records of Sarasota County, Florida.

WHEREAS, the Plat of Southbay Yacht and Racquet Club Subdivision, recorded in Plat Book 22 at pages 27, 27A, B, C, D, E and F originally identified in the Subdivision Boat Harbor, Recreation area and Tracts A through V as “not included in this plat”, so as to avoid having these Subdivision Tracts construed as dedicated to any private or public use, or any other purpose except as expressly stated in the Plat, and allow the developer to lease the harbor, recreation areas and open space to the residents as a means of generating continuous revenue from the community.

WHEREAS, the developer of the Southbay Subdivision subsequently released the Subdivision of the recreation lease and conveyed the Recreation Area, Harbor and Tracts A through V to the Southbay Yacht & Racquet Club Owners Association, Inc., by Warranty Deed, made July 14, 1978, and Recorded in the official records of Sarasota County at Book 1249, Page 445. Further that the Warranty Deed, expressly provides, in Exhibit A, attached to the Warranty Deed, that the open space areas deeded to the association “shall be used as buffer, open space and/or recreational purposes by the various residents of Southbay Yacht and Racquet Club” and that the “Grantee shall regulate the use of said open areas by uniform rules and regulations.”

WHEREAS, it was the intent of the Developer and the Southbay Yacht and Racquet Club Owners Association, Inc., by deeding the Recreation Area, Harbor and Tracts A through V to the Southbay Yacht and Racquet Club Owners Association, Inc., to clearly bring these parcels of property into the Subdivision for the use and benefit of all the lot owners in the Subdivision.

WHEREAS, the following Covenants and Restrictions have been placed upon the Subdivision, inclusive of the Recreation Area, Harbor and Tracts A through V for the mutual benefit of all lot owners, their heirs, successors, representatives and assigns. Now, therefore, the following Covenants and Restrictions limit use and occupancy of all lots and parcels comprising the Subdivision, to-wit:

1. Covenants and Restrictions – Land and Parties Bound: These Covenants and Restrictions shall run with the lands comprising the Subdivision as defined above and shall be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the Owners of all lots or parcels contained in the Subdivision. “Owner” when used herein shall include the singular and the plural, the masculine, feminine and neuter genders, whenever and wherever the context so admits and requires. “Lot” as used herein shall mean a platted lot contained in the Subdivision. “Parcel” as used herein shall mean any permitted combination of one lot together with any portion or all of another lot, properly subdivided hereunder, used as a building site for one single- family residence.
2. Single Family residential Use Only: No lot or parcel of lands within this Subdivision shall be used for any purpose other than solely and exclusively for a single-family residential dwelling.
3. Size of Lot or Parcel: No building plot, meaning no lot or parcel, which will house a single-family dwelling, shall contain less than the smallest platted lot in the Subdivision.
4. Subdividing Lots and Parcels: No lot or parcel shall at any time be subdivided or sold, except as a whole or combined with any other lot or parcel except with the consent of the Board of Directors. The Board of Directors may grant permission to subdivide or combine lots into parcels under the following circumstances:
 - A. The Board of Directors may grant permission to an owner of a completely vacant lot or parcel to convey part of the same to an adjoining owner on one side and the remainder to an adjoining owner of the other side, providing both conveyances is simultaneous.
 - B. The Board of Directors may grant permission to join two lots together to serve as one building site.
 - C. The Board of Directors may grant permission to owner(s) of two or more contiguous lots or parcels to convey a part of one to an adjoining site owner, providing that grantor shall retain ownership of land having a frontage and total area meeting all minimum requirements of a lot or parcel hereunder.
 - D. In the event any portion of any lot or parcels shall once be conveyed as permitted under subparagraphs a or b above, the portion of lands so conveyed and the land then owned by the Grantee thereof shall together thereafter be deemed and constituted forever one single parcel, and in the case as above provided under subparagraph b, the portion of land retained shall thereafter be deemed and constitute one single parcel and shall not in any event, thereafter, be further subdivided or sold, except as one lot or parcel.
 - E. In no event, however, shall any lot or parcel resulting from the Subdivision permitted under paragraph 4 a, b, c or d above violate the provisions of paragraph 3 above.

5. Lot Grading: Floor level shall be set sufficiently above street grade to provide proper drainage of the respective lots and parcels and no filling or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property. Protective slopes around all buildings shall be provided and maintained on every lot by the respective owners, side lot line swales shall be planned and maintained to prevent standing water. All proposed plans or grading of lots or parcels shall first be submitted to and approved by the Board of Directors in writing in the manner provided for approval of building plans set forth below.
6. Set Back Requirements: For purposes of this paragraph, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single-family dwelling built or to be built upon a lot or parcel shall be considered part of the "Dwelling". No part of any dwelling except for the roof eaves, shall be located nearer than twenty-five (25) feet from any point on the front lot line of any lot or nearer than ten (10) feet for one-story dwellings and fifteen (15) feet for two-story dwellings from any point on the side lot line of any lot or nearer than twenty (20) feet from any point on the rear lot line of any lot. "Lot" shall include parcel for the purpose of this paragraph. "Front" lot line shall mean the lot line bordering on the street on which the lot is located. All dwellings must face such street, except dwellings on corner lots (intersection of two or more streets) may elect to face either street or to be angled to the intersection of such streets. With corner lots the lot line on the intersecting streets shall all be deemed front lot lines and the remaining lines all be deemed rear lot lines. "Side" lot lines shall mean the lot lines intersecting the front lot line (except in case of corner lots as mentioned above) and "Rear" lot lines shall mean a lot line opposite the "Front" lot line.

In the event that the rear lot line of a lot borders on a bay, canal, waterway, lake, pond, basin or drainage ditch, no part of the dwelling shall be nearer than the twenty (20) feet from any point on said rear lot line or any point on said body of water, whichever is closer to the dwelling. In the event that the rear boundary of any lot on such body of water is seawalled along its full width, then and in that event no part of the dwelling on such lot shall be located nearer than twenty (20) feet from any point on such seawall, measuring the distance from the waterside face at the top of such seawall.

Nothing contained herein shall be construed to require all dwellings to be exactly parallel to defined set back lines. Except as otherwise provided all measurements shall be to the nearest part of the vertical wall forming the most exterior projection of the building.

7. Type of Dwelling: All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these Covenants and Restrictions to-wit:
 - A. Only one single-family dwelling shall be permitted on any lot or parcel.
 - B. Any structures which are accessory to the dwelling such as garages, porches, service or utility rooms, guest rooms, servants' quarters, and the like shall be attached to and an integral part of the dwelling building and shall also conform

with all requirements hereof. No separate or detached structures of any type shall be permitted on any lot or parcel, except as hereinafter provided, to-wit:

1. Private docks on Lots backing onto Dryman Bay are permitted provided all local, state and federal regulatory permits are obtained.
 2. Arbor, Trellises and Pergolas are permitted on any lot or parcel upon written approval of the Architectural Review Committee prior to installation.
- C. Such dwelling house shall have a ground floor area, exclusive of the area of any garage, porches, or storage areas and patios, whether or not roofed, of no less than 1650 square feet, except on lots on Dryman Bay and on Harbor House Drive and Yacht Harbor Drive west of Southbay Drive (up to Sea Anchor Drive intersection) which such lots shall have a 2,000 square foot minimum. "Garage" as used in this paragraph shall include carports if permitted by the Association. Garages and carports, where permitted, shall be of at least two-car capacity, and all garages shall have operative garage door openers.
- D. All roofs and dwellings shall be of glazed tile, cement, standing seam metal roofs with concealed metal fasteners, slate or Bermuda style cement, unless otherwise approved by the Board of Directors in writing.
- E. No dwelling shall exceed two stories in height. In the event of a two-story dwelling, the minimum square feet of ground floor area as defined above shall be 1,000 square feet.
- F. All dwelling houses shall be constructed of new and durable materials and of external design harmonious with existing structures on comparable locations within the Subdivision. All external building walls must be of cement block, stuccoed or sprayed with stucco crete, or of wood, brick or stone. No asbestos shingles or asbestos siding or any type of asphaltic, plastic, metal or similar covering shall be used on exterior walls.
- G. All driveways and parking areas shall be constructed of reinforced concrete, brick, tile or similar hard surface. No asphalt shall be permitted.
- H. In no event shall a dwelling house be moved onto a lot or parcel, all dwelling houses permitted under these restrictions to be only those constructed upon said lot or parcel. It is the intent of this paragraph to prohibit all manufactured housing, including mobile homes.

8. Architectural and Aesthetic Control

- A. Construction Activity. The term “Construction Activity” shall mean and refer to building, erecting, placing, making, altering, modifying, removing, deleting or demolishing any Improvement or portion of any Lot or Parcel, including over, upon, connected with, or beneath the surface of a Lot or Parcel, or excavating, or painting or changes in exterior colors, finishes and materials.
- B. Improvement. The term “Improvement” shall mean and refer to any dwelling, structure, equipment enclosures, wall, paving, grading, swimming pool, screen enclosure, driveway, parking space, sewer, drain, disposal system, object or other improvement, the construction or placement of which is placed or proposed upon any Lot, or Parcel within the Southbay subdivision or improvement thereon.
- C. Architectural Review Committee. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Committee (“ARC”). The ARC shall be composed of no less than five (5) members of the Association serving at the discretion of the Board of Directors, including removal and replacement. The Board of Directors shall appoint a Chairman of the ARC. The Board of Directors may delegate the responsibility for choosing the members of the ARC to the Chairman of the ARC. If the Board of Directors cannot obtain enough members of the Association to serve on the ARC, then the Board of Directors shall serve as the ARC and have all the powers and duties of the ARC as enumerated herein.
- D. Necessity of Architectural Review and Approval. No Construction Activity upon a Lot or Parcel may commence, be performed or occur unless and until a request therefor, including the plans, specifications and location of the same, shall have been submitted to and approved in writing by the ARC. All submissions shall be evaluated as to harmony of external design and as to ensure all Construction Activity blends with and is consistent with the general appearance and character of the overall community.
- E. Necessity of additional approval by the Board of Directors for construction of a new home post tear down. As it relates to the construction of a new home on a Lot or Parcel post tear down of an existing home, no Construction Activity upon a Lot or Parcel may commence, be performed or occur unless and until a request therefor, including the plans, specifications and location of the same, shall have first been submitted to and approved in writing by the ARC, and then approved in writing by the Board of Directors. Landscape plans must be approved by the ARC and then by the Board. All submissions shall be

evaluated as to harmony of external design and as to ensure all Construction Activity and proposed Improvements blend with and are consistent with the general appearance and character of the overall community.

- F. Timing of Construction Activity. All Construction Activity must be completed in accordance with the approved plans and specifications and must be completed within a timeframe as determined by the ARC. Any extension of this requirement must be approved by the Board of Directors.
- G. Powers and Duties. The ARC and/or Board of Directors shall have the following powers and duties as it relates to Construction Activity and proposed Improvements:
1. To require submission of a written “request for approval” for any Construction Activity and proposed Improvements.
 2. The ARC and/or Board of Directors may require submission of two (2) complete sets of all supporting documents, including, but not limited to, professionally prepared drawings, professionally prepared plans, professionally prepared specifications, and a professionally prepared sealed survey and site plan showing the location of the Dwelling structure and any other Improvements in relation to the Lot boundary lines and any Association and governmental mandated set back lines. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or Parcel and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed Construction Activity and proposed Improvements. The ARC shall have sixty (60) days to respond once a complete submission has been received by the Association. If the ARC fails to respond within sixty (60) days, the Owner shall provide the Association written notice of its failure to respond. Thereafter, the Association’s failure to respond within thirty (30) days of receipt of such written notice shall be deemed an approval of any proposed Construction Activity and proposed Improvements.
 3. To approve or disapprove proposed Construction Activity and proposed Improvements. In reviewing each submission, the ARC, and in the case of the construction of a new home, the Board of Directors may consider any factors it deems relevant, including, without limitation, the consistency and harmony of the proposed Improvements with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular Improvements. The ARC and/or Board of Directors shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations

are not subject to review so long as they are made in good faith. All decisions of the ARC and/or Board of Directors shall be in writing. A majority of ARC and/or Board of Directors members must approve any proposed Construction Activity and/or proposed Improvements.

4. To conditionally approve proposed Construction Activity or proposed Improvements in accordance with changes or modifications to any proposal, plans, or specifications submitted as deemed appropriate by the ARC and/or Board of Directors, in its discretion.
5. If any Construction Activity and/or proposed Improvements are commenced, performed or completed without prior approval of the ARC and/or Board of Directors or performed in a manner that does not comply with any approval granted by the ARC and/or Board of Directors, then the Owner shall, upon demand by the ARC and/or Board of Directors, immediately remove, or cause to be removed, any Improvement arising out of such Construction Activity and shall bear all costs and expenses associated therewith, including any investigative or consultant's costs and reasonable attorney's fees incurred by the Association in investigating and identifying any noncompliant work and enforcing the Covenants and Restrictions to bring such work into compliance. As an alternative to having the Owner immediately remove or cause to be removed the unapproved Improvement, the ARC and/or Board of Directors can direct the Owner to complete the approval process as mandated in this paragraph 7(i) of the Covenants and Restrictions. In addition to the foregoing remedies, the Board of Directors may also impose a fine on the Owner and suspend the Owner's use of the common elements as provided in Article IV Section 10 of the Bylaws of Southbay Yacht and Racquet Club Owners Association Inc.
6. To adopt a schedule of reasonable fees for processing requests for ARC and/or Board of Directors approval of Construction Activity and Improvements. Such fees may include, without limitation, the reasonable costs incurred in having any application reviewed by appropriate professionals, including architects and engineers. Such fees, if any, shall be payable to the Association, at the time that the plans and specifications are submitted to the ARC and/or Board of Directors. In the event such fees, as well as any other costs or expenses of the ARC and/or Board of Directors pursuant to any other provisions of the Governing Documents, are not paid by the Owner, they shall become a lien of the Association upon the subject Lot or Parcel.
7. The ARC and/or Board of Directors will have the power to determine whether a Florida Licensed Architect and/or Professional Engineer must be retained by the Association for review of the proposed Construction

Activity and proposed Improvements. If the ARC and/or Board of Directors determine that retention of a Florida Licensed Architect and/or Professional Engineer is necessary, the member shall pay the fees associated with the retention of a Florida Licensed Architect and/or Professional Engineer. The ARC and/or Board of Directors are responsible for selection of the Florida Licensed Architect and/or Professional Engineer.

8. To monitor Construction Activity to verify compliance with the provisions hereof and any other approvals required. Any and all approvals granted by the ARC and/or Board of Directors shall be conditioned upon all Construction Activity and Improvements being performed and completed in accordance with all applicable codes, ordinances and regulations of any governmental agency having jurisdiction thereof.
 9. To issue a written statement of denial and/or approval for any proposed Construction Activity and/or Improvements to be completed on a Lot or Parcel.
 10. Denial of proposed Construction Activity. If the proposed Construction Activity and/or proposed Improvements are rejected by the ARC or, in the case of a variance request, the Board of Directors, the applicant will be notified of the reason for the rejection within ten (10) days of the date the rejection decision was made. If the applicant makes the requested changes to the application, a new application shall be submitted. If the applicant disagrees with the decision to reject the original or the revised application, the applicant can petition the Board of Directors for a special hearing to review the application.
 11. As to existing dwellings, all Construction Activity or Improvements to the Lot and/or Parcel must be approved by the ARC even if using identical materials, color, design or placement, of existing Improvements, including driveways, patios, and walkways, and shall be consistent with the general appearance and character of the Southbay Subdivision. Temporary Structures. Any tree which is defined as a "Grand Tree" by Sarasota County's Natural Resource Protection Code may not be removed without the approval of Sarasota County and a copy of the Permit must be on file with the Association prior to removal. In no event shall landscaping include plants, shrubs, grasses or trees which are nuisances, or which impair the value of other lots and parcels in the Subdivision or are hazardous to the health and welfare of the Subdivision.
9. Bodies of Water: The Subdivision includes certain bays, waterways, canals, boat basins, lakes and ponds. All owners of lots in the Subdivision and their invitees are hereby granted the right and license to use the same for such private and recreational purposes as are permitted by law and as do not interfere with the purposes of the same and as are consistent with any reasonable and uniform regulations which the Board of Directors may from time to time adopt. No commercial use, however, shall be made

of any such bodies of water, and no seawalls shall be altered or removed without the prior written consent of the Board of Directors. Likewise, no docks or wharfs may be modified in any way without the prior written consent of the Board of Directors, and no docks, wharfs or structures of any type may be installed or maintained which protrude into any water areas without the prior written consent of the Board of Directors except as provided in paragraph 7 b. 1. Association, for itself, its agents, assigns and employees, specifically reserves the right and license to enter upon any of the lots or parcels of the Subdivision for the purpose of gaining access to any such waterways or water areas for maintenance repair or improvement of the same.

10. Boat Basin: The Boat Basin located within, and an integral part of, the Subdivision (identified on the Subdivision Plat as “Boat Harbor”), shall be utilized, operated, maintained, repaired and replaced in the following manner:
 - A. The Boat Basin is common area property. It includes the utility pipes, wires and conduits, the boat slips, dock walkways and any other facility or structure in the marina area together with the ground underlying the water within the enclosed Boat Basin area as reflected on the Southbay Plat.
 - B. The Association utilizes the waterway channel to the intra-coastal by way of a Sovereignty Submerged Lands Easement conveyed by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The Association, pursuant to the Easement terms, pays an easement fee, manages and maintains the channel, mangroves and riprap appurtenant to the channel as a common expense.
 - C. Notwithstanding any other provisions contained in this document, the Association may, upon approval of the Board of Directors and without the necessity of a further lot owner vote, construct, improve, maintain, repair and replace all Boat Basin common area property, the channel and easement property.
 - D. All Boat Basin common area property construction, improvement, maintenance, repair and replacement shall be an Association common expense paid by the Association’s operating account or if established by the Board of Directors, from a reserve account.
 - E. The Board of Directors may lease the boat slips to lot owners on such terms and conditions as the Board of Directors determines is appropriate. Any and all rent money paid to the Association pursuant to the lease terms shall be placed in the Association’s operating account.
 - F. The boat slip lease shall terminate at the time the lot owner ceases to own property in Southbay. The lot owner is to transfer the boat slip lease to the Association on or before the time he no longer owns Southbay property. In the event the lease transfer is not accomplished within that timeframe, then the rights to use the boat slip transfers as a matter of law to the Association who is permitted to re-lease the boat slip to another lot owner, together with obtaining a reasonable transfer fee.

- G. The number of boat slips in the Boat Basin is less than the number of lots in the Subdivision. In the event all the boat slips for the owner's boat size are leased and a lot owner requests the right to use a slip, then the Association shall place the lease applications on a waiting list. The order of selection for the waiting list applications shall be in order of receipt for the appropriately sized boat slip for the boat size listed on the application.
- H. Tenants are not permitted to lease boat slips.
- I. Boats may be occupied in the Boat Basin for not more than three (3) consecutive nights.
- J. Use of the Boat Basin shall be restricted by Rules and Regulations which the Board of Directors, in its discretion, may promulgate from time to time.

11. Walls, Hedges and Fences:

No fences, walls, or other enclosures or dividers acting the same shall be constructed, permitted or maintained unless architecturally part of the dwelling structure, and within the setback line established by Paragraph 6 above. Natural live hedges with a maximum height of eight (8) feet and located at the rear property line are permitted.

12. Right of Association to Grant Variances:

The absolute right and discretion is hereby reserved to the Board of Directors to grant variances from the obligations of paragraph 2 through 10 above in cases where not to grant such variance would create hardship in the opinion of the Board of Directors or where such variances would be in keeping with the spirit and intent of these Covenants and Restrictions or would be such as to not adversely affect any neighboring owners or the Subdivision as a whole. Such variances, if granted, shall be granted upon written application of the owner setting forth in detail the variance required and reasons therefore, and any such variance, if granted, shall be granted by the Board of Directors in writing and shall be strictly complied with by the applicant. Notice of all variance requests shall be given by the petitioning owner to all owners of adjacent or contiguous lots or parcels to enable such owners to provide their input to the Board of Directors for consideration. All such variances shall be executed with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida, to become effective.

13. Water and Sewer, Sanitary Facilities:

All dwellings constructed upon any lots or parcels in the Subdivision shall be connected to the water and sewer system provided by the utility, its successors or assigns. For purposes of this paragraph, a "utility" shall be defined as that entity approved by Sarasota County, Florida for the purpose of providing water to the Subdivision. The owners of all lots shall be subject to uniform connection and installation charges and fees, and uniform charges and fees for water consumed and sewer service furnished as the same are billed from time to time. All lot owners of property within the Subdivision expressly grant to the utility, its

successors or assigns, and to any utility company approved by the Sarasota County, Florida, the right, license and easement for any agent and/or employee thereof to enter upon any of the lots and parcels of the Subdivision and premises contained thereon and any property owned or leased by the Association for the purposes of installation of water and sewer lines, appurtenances thereto and equipment in connection therewith, water meters and for routine reading, service and common inspection and maintenance of water and sewer installations.

14. Landscaping, Maintenance of Exterior of Homes

A. Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Community Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting waterways or water management areas.

1. All lawn and landscape areas on a member's Lot shall be kept in good and living condition as follows:
 - a. Lawns shall be mowed regularly. All debris, clippings, etc. shall be promptly removed and properly disposed of. Lawn maintenance extends to the lot lines.
 - b. Shrubs, hedges, plants, bamboo, and nuisance trees shall be trimmed to prevent overgrowth and/or encroachment onto a neighbors' property or onto common ground/common areas.
 - c. All landscaped beds shall be evenly dressed in mulch, rock, pine straw or similar ground coverings. Landscaped beds shall be kept free of dead plants, dead shrubs, unkempt old growth and substantially free of weeds.
 - d. Trees and palms shall be trimmed of dead branches and palm fronds.
 - e. Fruit and other debris from trees and shrubs shall be picked up and disposed as trash or recycled vegetation on a weekly basis.
 - f. Florida 'natural landscaping' that is landscaping with an emphasis on natural habitat plants requiring minimal water is perfectly acceptable, however plantings may not become overgrown or poorly maintained e.g. dead grasses, branches, shrubs etc. and unkempt growth any differently than any other property.
 - g. Tree stumps shall be ground down and/or removed.

2. Failure to so maintain lawns and landscaping shall be deemed to impair the value of neighboring lots and parcels and be hazardous to health and welfare of the neighborhood. In the event that the owner of any Lot or Parcel shall fail or refuse, upon demand by the Board of Directors, to keep the premises free of such weeds, underbrush or refuse, the Board of Directors Agent may enter upon said Lot or Parcel and remove such weeds, underbrush or refuse,

and charge the owner the cost of such services. Such entry shall be deemed to be permitted and not to be deemed a trespass. The charge for the cost of such removal shall become a lien upon the property and bear interest at the highest rate permitted by law until fully paid and shall be subject to foreclosure in the event the same is not paid upon demand.

3. In order to minimize objectionable noise generated by lawn maintenance, landscaping and building/remodeling contractors, such companies are only allowed to operate mechanical equipment such as lawnmowers, edgers, trimmers, blowers, chainsaws, saws for pavers and/or other construction materials, etc. 8:00AM until 6:00 PM Monday through Saturday. The use of such equipment by these types of contractors is not allowed at any other time, including Sundays and State of Florida Legal Holidays as defined on the State of Florida Website.

B. Maintenance of Exterior of Dwellings.

1. Roofs shall be kept free of mildew and dirt and be kept in good repair.
2. Replacement roof tiles must reasonably match the original tiles.
3. All walls, trim, storage enclosures, and pool cages shall be kept free of mildew and dirt and painted when cleaning no longer keeps the side walls uniform in appearance.
4. Mail boxes shall be maintained erect and free of mildew and any adjoining vegetation shall be trimmed.
5. Dwellings shall be kept free of any rotting and or deteriorating wood facia.
6. Absolutely no burning of trash, refuse, or garbage shall be permitted on any Lot or Parcel.
7. Private driveways and sidewalks shall be kept free of weeds, oil stains, rust, mildew, and dirt. For aesthetical purpose, driveways shall be reasonably level with no lifts of ½ inch or more.

C. Unightly Objects—Visible Storage:

All refuse and trash containers, outside clothes lines, propane tanks, water softening, pool and HVAC equipment, storage of ladders, building equipment/materials, boats and boating equipment, and other similar items must be underground or hidden from view of all neighborhood lots or parcels by a hedge or wall or fence architecturally attached to the dwelling structure.

D. Vehicles:

Except as set forth below, only family-type non-commercial motor vehicles used for passenger transportation and the incidental movement of personal belongings and property may be parked on the driveway and parking area of the

lot and must have a current license tag and be in operational and reasonable appearances as to be determined by the Board of Directors. Trailers, boats, campers, golf carts, motorcycles, mopeds or similar vehicles, motor homes, commercial vehicles or equipment are allowed and are required to be parked within the garage at all times. Vehicles that by signage or accoutrements specifically indicate a commercial function may not be parked in the driveway.

Open Bed Vehicles, e.g. Pickup Trucks, and SUV's with Open Beds, are allowed if there is no visible cargo and the vehicles meet all other requirements specified within this section. If the bed is covered, it must be covered with a manufacturer's recommended hard top cover or tonneau type soft cover. Tarps, plastic sheets or other temporary covers, bungee cords or external straps are prohibited. Attached closed storage boxes (toolboxes) manufactured specifically for the vehicle are permitted. In bed camper shells, toppers or anything that rises above the height of the cab is prohibited. Pickup trucks must be four wheeled only and may not have their suspension modified to cause the body to be raised or lowered from the height when manufactured. They must have factory paint (no graphics) and may not have added lights beyond what is installed at the factory. Pickup trucks modified for commercial purposes are prohibited. Examples of prohibited modifications would be to transport ladders, landscaping equipment, commercial tools, supplies or other material.

E. Parking:

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked on the driveway and parking areas of a Lot during the time they are actually servicing a home, but in no event overnight; (2) temporary parking of vehicles as may be permitted by rules or regulations adopted from time to time by the Board of Directors of the Association. 3) The Board of Directors of the Association shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board of Directors shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such position.

1. The parking of any vehicle, trailer, boat, camper, golf cart, motorcycle, moped or similar vehicle, truck, pickup truck, open bed vehicle, SUV, motor home, commercial vehicle or equipment on any portion of the lawn of a Lot or Parcel is strictly prohibited.
2. The parking of any vehicle, trailer, boat, camper, golf cart, motorcycle, moped or similar vehicle, truck, pickup truck, open bed vehicle, SUV, motor home, commercial vehicle or equipment on any sidewalk located within the Southbay community is strictly prohibited.

3. The parking or storing of recreational vehicles or boats on a public right-of-way is prohibited by Sarasota County Code of Ordinances, Part II, Appendix A, Section 7.1.4.b. The Association shall defer to Sarasota County Code Enforcement for compliance with and the enforcement of Sarasota County Code of Ordinances, Part II, Appendix A, Section 7.1.4.b.

F. Signs:

No signs of any type shall be displayed to the public view on any Lot or Parcel except for one security sign indicating the presence of a burglar alarm system in the Member's dwelling. In addition, security/safety decals may be displayed at exterior doorways and windows. The security sign may not be placed more than twenty (20) feet from the front entrance of the dwelling and may not exceed one hundred (100) square inches in size. The security/safety decals may not exceed thirty-six (36) square inches in size.

Open House and directional signs may be used on Sunday only, between the hours of 1:00pm and 4:00pm and shall not exceed in size of 432 square inches, and not have any attachments such as balloons or riders.

15. Animals:

No animals of any type shall be kept, bred or raised on any lot or parcel except that dogs and cats may be kept provided any dogs are kept on leash or in an enclosed run when outdoors. Further, other small domestic pets which are kept indoors at all times may be kept or maintained. In no event shall any permitted pet be kept, bred or maintained for any commercial use or purpose. Permitted pets may not be kept in such a manner or number as to be a nuisance to neighbors. Any pet determined by the Board of Directors of the Association to be a nuisance, in its sole and absolute discretion, shall be permanently removed from the Subdivision.

16. The Quality of Community Committee.

The Quality of Community Committee (QCC) shall be charged with ensuring the members comply with the covenants and restrictions stated in section 14 of these Covenants and Restrictions. The Quality of Community Committee (QCC) shall be composed of not less than four (4) members. The Chairperson of the QCC will be appointed by the President of the Southbay Board of Directors. The Chairperson of the QCC will appoint the QCC members in January of each calendar year. Each person appointed to or serving on the QCC shall be a Member of the Association. All members of the QCC serve at the discretion of the Board of Directors, including removal and replacement. Alternatively, The Board may appoint the Association Manager to Chair the QCC. The Association Manager may carry out the responsibilities of the QCC with or without a committee, with Board Approval.

A. Inspection and Review by the QCC.

The QCC has the flexibility of inspecting and reviewing Lots, Parcels, and the exterior of Dwellings as the QCC deems appropriate to ensure compliance with section 14 of these Covenants and Restrictions. The QCC will make its best effort to complete a tour of the Community on a monthly basis followed by a QCC meeting to discuss and prepare a report of the tour for the Board of Directors. During the tour, the QCC will evaluate the appearance of the Lots, Parcels, and the exterior of Dwellings for compliance with section 14 of these Covenants and Restrictions.

B. Violation Procedures.

1. If the QCC determines that a member, tenant, guest, invitee, or other occupant has violated any of the provisions of section 14, the Association Manager or Board of Directors will issue a “Courtesy Letter” to the member identifying and requesting correction of the deviation. The member, tenant, guest, invitee, or other occupant will be given no more than thirty (30) days to correct the deficiency. For deficiencies that require time greater than thirty (30) days, but less than sixty (60) days to correct, the member, tenant, guest, invitee or other occupant must contact the Association Manager in writing within seven (7) days of issuance of the Courtesy letter to advise the Association Manager what corrective action will be taken by the member, tenant, guest, invitee, or other occupant, and specify a date certain within sixty (60) days of the issuance of the Courtesy letter that said action will be completed by the member, tenant, guest, invitee, or other occupant.
2. [Intentionally Left Blank]
3. Referral to the Board of Directors. If the member, tenant, guest, invitee, or other occupant fails to take action within thirty (30) days from the date of the issuance of the “Courtesy Letter” to the member, tenant, guest, invitee, or other occupant, and the member, tenant, guest, invitee, or other occupant fails to present any reasonable circumstances to the Association Manager for not taking action to correct the deficiency, the QCC Chairperson or the Association Manager shall report the violation of the Covenants and Restrictions to the Southbay Board of Directors with appropriate documentation to substantiate the deficiency and that the member, tenant, guest, invitee, or other occupant was provided the “Courtesy Letter”. The Southbay Board of Directors shall consider and decide on any recommended actions to be taken against the member, tenant, guest, invitee, or other occupant in regard to enforcement, fining, and suspensions, as provided in Article IV Section 10 of the Bylaws of Southbay Yacht and Racquet Club, for any violation of sections 14 of these Covenants and Restrictions.

A. Deficiencies that require time greater than thirty (30) days but less than sixty (60) days to correct. If a member, tenant, guest, invitee, or other occupant has represented in writing that a deficiency will take greater than thirty (30) days but less than sixty (60) days to correct and has represented that said deficiency will be corrected by a date certain less than sixty (60) days from the issuance of the Courtesy letter, and said member, tenant, guest, invitee, or other occupant then fails to correct the deficiency by the date certain represented by the member, tenant, guest, invitee, or other occupant, the QCC Chairperson or the Association Manager shall report the violation of the Covenants and Restrictions to the Southbay Board of Directors with appropriate documentation to substantiate the deficiency, that the member, tenant, guest, invitee, or other occupant was provided the "Courtesy Letter", and that the member, tenant, guest, invitee, or other occupant represented in writing that said deficiency would be corrected by a date certain less than sixty (60) days from the issuance of the Courtesy letter, and failed to do so.

The Southbay Board of Directors shall consider and decide on any recommended actions to be taken against the member, tenant, guest, invitee, or other occupant regarding enforcement, fining, and suspensions, as provided in Article IV Section 10 of the Bylaws of Southbay Yacht and Racquet Club, for any violations of section 14 of these Covenants and Restrictions.

17. No Trade or Business – Model Homes:

No dwelling house shall be used to carry on any trade, business, occupation or profession, including but not limited to limited professional or business activities if confined solely within their dwelling house, but only if the activity cannot be seen, heard or smelled by other residents of the Subdivision, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Subdivision, nor shall any activities be permitted that would increase the insurance risk of other homeowners, or the Association, or constitute a dangerous activity. Garage sales, tag sales and lawn sales are specifically prohibited.

18. Nuisance:

No activity shall be done or permitted upon any lot or parcel which may be or become an annoyance or nuisance to the neighborhood. No unlawful use of any such lot or parcel may be made by or permitted by the owner thereof.

19. Antenna:

The installation and use of an antenna to receive video programming shall be in compliance with the Federal Telecommunications Act of 1996. No antennas for radio or any other communication system not covered by the Federal Telecommunications Act of 1996 shall be permitted on any exterior portion of a

dwelling, unless they are placed in a manner, so they cannot be seen from any adjoining lot(s) or roadway(s). In no event shall any antenna be maintained inside or outside a dwelling if it emanates or creates radio or television reception interference with any neighboring dwellings.

20. Easements:

The Association hereby reserves for itself, its successors or assigns a utility easement around the perimeter of the property lines of each lot and parcel in the Subdivision, excluding lot lines bordering dedicated streets, such easement having a width of 8 feet along each rear lot line and 5 feet along each side lot line measured at right angles to and within the property lines of each such lot or parcel. Each such easement area may be entered upon, improved, used and occupied for purposes of installing and maintaining public entities as Public Utility Companies deem necessary for servicing of the Subdivision and lots and parcels contained therein. Any permitted wall, fences, paving, planting or other improvements placed on such easements by the owner of the property on which the easement lies shall be removed, if required, by the Association or public utility company, its successors or assigns at the expense of such owner. Where a dwelling house is built on a parcel consisting of more than one platted lot, the said utility easement shall be deemed to run the perimeter of the whole parcel and is waived as to the original lot line lying within said parcel.

21. Underground Utilities:

No lines, wires, pipes, utility service of any type shall be constructed, placed or permitted to be maintained upon any lot or parcel unless the same shall be installed in appropriate conduit underground.

22. Owner's Association:

Developer has heretofore caused to be formed an Association of owners of lots or parcels in the Subdivision which said Association is a non-profit corporation under the laws of the State of Florida and is known as SOUTHBAY YACHT & RACQUET CLUB OWNERS ASSOCIATION, INC. Each owner of a Lot or Parcel in the Subdivision upon acquiring title to their lot or parcel shall become a member of said Association and shall commence paying to said Association uniform assessments hereinafter mentioned. In the event of joint ownership of a lot or parcel, each co-owner shall be a member of the Association but there shall only be permitted one vote per lot, the co-owners, therefore, having fractional voting rights. The said Association shall concern itself with the institution and promulgation of policies and procedures, including the promulgation of rules and regulations governing the use and operation of the lots, parcels, boat basin,

recreation area, open space and other properties constituting the Subdivision, and shall institute such programs as will be desirable for the purpose of maintaining a desirable social and community life within the Subdivision. The Association shall have no right to impose restrictions upon the Subdivision, that are inconsistent with these Covenants, and shall have no right to purchase or lease property except that needed for the maintenance of property now owned or hereafter conveyed to the Association, unless such purchase or lease is approved by the owners of a majority of the lots (not parcels) of the Subdivision.

Developer assigned to the Association certain of its rights and privileges by assignment(s) recorded in O.R. Book 2227, and 2734 and O.R. Book 2432, page 2641, both of the Public Records of Sarasota County, Florida.

Developer conveyed to the Association certain areas designated as Tracts A through V inclusive, on the plat of the Southbay Yacht and Racquet Club Subdivision, together with areas designated as Recreation Area and Boat Harbor on the Plat and street lighting and title to those certain portions of the common areas, entrance ways, waterways, streets, roads and walkways, including improvements thereon, by deed duly recorded in Sarasota County, Florida. The Association has assumed full ownership of these Subdivision common elements and shall properly operate and maintain the same for the use and benefit of all the Subdivision residents at its expense.

A. Operational Funding: The costs of operating the Association and deferring the Association expenses as outlined herein, as well as any other expenses relating to obligations undertaken by the Association, shall be payable by the Association annually or more frequently if it so determines, assessing each and every lot or parcel its pro-rata share of the same. Such lot or parcel's pro-rata share shall be determined on a basis of platted lots (not parcels), each platted lot to bear its equal share. Parcels comprising more than one platted lot shall bear their share of such expenses proportionately. The operations assessment per lot for calendar year 2018 was \$1055.00. In subsequent years thereafter, the Board of Directors by a majority vote, may increase the annual operations assessment per lot for the next calendar year by a maximum of 3% of the then existing operations assessment per lot when the next calendar budget is approved by the Board of Directors as set out in Article VIII. Section 2, of the Bylaws of Southbay Yacht & Racquet Club Owners Association, Inc.

In the event the Board of Directors determines a larger percentage of increase is needed for a given calendar year, a vote of the members as set forth in Paragraph 23 of these Covenants and Restrictions would be required for approval of such an increase. Said vote of the members will be taken at a Special Membership Meeting or at the scheduled Annual Meeting that year. If the vote fails, the percentage increase will default to 3%.

In the event that a lot or parcel does not pay its maintenance assessment when made by the Association, the same shall then and there become a lien upon said

lot or parcel which lien shall be evidenced by a document in writing recorded in the Public Records of Sarasota County, Florida, and shall bear interest at the highest rate permitted by law from the date of such lien until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of late charges on delinquent assessments as applicable pursuant to Association rule or regulation, and all costs and expenses of the Association including court costs and attorney's fees incurred in collecting the same.

23. Amendments:

These Covenants and Restrictions may be amended as follows:

- A. when the voting interests present at a duly called membership meeting is between 108 and 200 inclusive, then at least 101 affirmative votes cast in person or by proxy shall amend the Covenants and Restrictions.
- B. when the voting interests present at a duly called membership meeting is greater than 200, then at least an affirmative vote of a majority of the votes cast in person or by proxy shall amend the Covenants and Restrictions.

Any amendment adopted, as set forth above, shall be effective when a Certificate of Amendment, executed by the President or Vice President of the Association, is recorded in the public records of Sarasota County, Florida. No such amendment, however, shall invalidate any action properly taken under these Covenants and Restrictions.

24. Deeds and Contract to Include Reference:

All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a lot or parcel in the Subdivision shall specifically contain a reference to the same being subject to these Covenants and Restrictions, and if not shall be deemed to include such references.

25. Remedies for Violation:

Each Owner, and every occupant or visitor of a Lot, and the users of any portion of the Common Area shall be governed by and shall comply with the terms of these Covenants, and all exhibits attached hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Owner of a Lot shall be responsible for all actions of their tenants, guests, and family members. In the event of a breach of any of the covenants, conditions or restrictions contained herein, the Association or any person or persons owning real property subject to this Declaration, shall have the right to take any action or prosecute any proceedings provided for by law, including but not limited to proceedings for damages or injunctive relief. The prevailing party shall be entitled

to recover court costs and a reasonable attorney fee against the non-prevailing party in such action.

26. Terms of Restrictions:

These Covenants and Restrictions shall remain in full force and effect for an initial period of 20 years from their recording and shall be automatically renewed for successive 10 year periods unless the owners of the majority of the lots in the Subdivision (not parcels) execute and record in the Public Records of Sarasota County, Florida an instrument specifically rejecting a subsequent renewal.

27. Invalidation:

Invalidation of any one or more of these Covenants and Restrictions by judgment or court order or in any other manner shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

28. Deferred Maintenance and Capital Expenditure Funding:

In addition to the operational assessment to be levied by the Association as set forth in Section 22 of these Covenants, the Board of Directors is empowered to assess each and every lot an additional sum for the funding of deferred maintenance and capital expenditure items each calendar year. The deferred maintenance and capital expenditure amount for calendar year 2018 was \$375.00 per lot. In subsequent years thereafter, the Board of Directors by a majority vote, may increase the deferred maintenance and capital expenditure amount per lot by a maximum of 3% of the then existing deferred maintenance and capital expenditure amount per lot when the next year calendar budget is approved by the Board of Directors as set out in Article VIII. Section 2. of the Bylaws of Southbay Yacht & Racquet Club Owners Association Inc.

In the event the Board of Directors determines a larger percentage of increase is needed, a vote of the members as set forth in Paragraph 23 of these Covenants and Restrictions would be required for approval of such an increase. Said vote of the members will be taken at a specifically called owners' meeting or at the scheduled Annual Meeting that year. Said vote is not intended to be a statutory vote to establish or provide for reserves pursuant to Section 720.303(6) (d), Florida Statutes. If the vote fails, the percentage increase will default to 3%. Once an increase is approved by the membership it will continue to be levied each year thereafter until another increase is voted on and/or the Deferred Maintenance and Capital Expenditure Fund amount per lot is lowered by the Board of Directors. The Board of Directors, without a vote of the membership, is authorized to lower the Deferred Maintenance and Capital Expenditure Fund amount per lot for the next calendar year when the next calendar year budget is approved by the Board of Directors as set out in Article VIII. Section 2. of the Bylaws of Southbay Yacht & Racquet Club Owners Association, Inc.

For purposes of this Covenant provision, a capital expenditure is an investment which results from a purchase of an asset whose cost is \$5,000 or more and whose life is greater than one year in length or the replacement of an asset whose life is

greater than one year in length, or the addition of an asset which extends the life of the previously existing asset for a period greater than one year. Deferred maintenance is an expenditure for maintenance or repair that will result in extending the life of an asset for a period greater than one year. The Board of Directors of the Association shall have authority to determine, as part of the budgeting process, which deferred maintenance and capital expenditure items need to be funded. Monies collected pursuant to this provision shall be used only for deferred maintenance and capital expenditure items unless their use for other purposes is approved in advance by a vote of the membership as set forth in Paragraph 23 of these Covenants and Restrictions. The Board of Directors is prohibited from borrowing from the deferred maintenance and capital expenditure monies. However, the Board of Directors is authorized to borrow from the deferred maintenance and capital expenditure items in case of a catastrophic event such as a hurricane or other disaster. Funding for the deferred maintenance and capital expenditure items permitted under this provision shall be part of the budgeting process and the amounts so funded shall be collected in the same manner and at the same time as the assessments under Section 22 of these Covenants.

29. Irrigation System:

Pursuant to Article VII Section I of the Association By-laws, and Paragraph 22 of the Association Covenants and Restrictions, the Association has purchased and elected to operate the Southbay Irrigation System assets for the benefit of its lot owners. The Association's purpose in operating this system is to provide secure supplies of low-cost irrigation water for its residents. To achieve these benefits, the following prohibitions, regulations, rules, and authorities are established.

- A. Lot owners or residents are prohibited from drilling water wells for any purpose.
- B. The Southbay Board of Directors is authorized to:
 - 1. Operate directly, or through a management company, all aspects of an Irrigation System. This includes, but is not limited to:
 - a. Establishing reasonable rules and regulations within the Rules and Regulations Documents of Southbay for the use of water by resident. This authorization will allow for immediate termination of service for misuse.
 - b. Compel payment of water bills within time frames established in the Rules and Regulations or having water service terminated. Hearings of residents by the Board are not required.
 - c. Changing water rates and bases, as necessary, to maintain a solvent operation.
 - d. Establishing reasonable fines for water misuse consistent with present practices, and SWFMD requirements.

- e. Entering into contracts with third parties in order to maintain an orderly business structure, and adequate repair program.
- f. Charge an irrigation transfer fee to the purchaser of a Dwelling in the Southbay Subdivision to cover the cost of the installation and purchase of a new irrigation meter and valve. The fee will be included on an estoppel certificate to be provided to the purchaser of a Dwelling and is to be paid to the Association at the time of closing by the purchaser of the Dwelling.

C. Revenues from the Irrigation System will flow to the Association operating accounts.

30. Additional Subdivision:

The boundaries of the Subdivision may be changed to add four additional lots (the "New Lots") platted as Southbay Yacht and Racquet Club Unit 2. Any such change shall be made by amending the first "WHEREAS" paragraph within the preamble of the Covenants and Restrictions. When the Subdivision is expanded to include these New Lots, all the provisions of these Covenants and Restrictions shall apply to the New Lots to the same extent as they apply to all other lots within the Subdivision, and the owners of the New Lots shall have the same rights and obligations under these Covenants and Restrictions.

31. Leasing:

A. Any Lease of a Dwelling and/or Lot shall be subject to the following:

1. Only entire Dwellings and/or Lots may be Leased.
2. Lease terms. No Dwelling and/or Lot shall be Leased for a term less than three (3) months. No Dwelling and/or Lot shall be Leased more than two (2) times during any given twelve (12) month period.
3. No bed and breakfast facilities. No bed and breakfast facility may be operated in a Dwelling or on a Lot.
4. No leasing of individual rooms. Individual rooms of a dwelling on a Lot may not be leased on any basis.
5. No transient tenants. No transient tenants may be accommodated in a dwelling on a Lot.
6. Writing. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association.
7. Single Family Residence. All Lease Agreements shall require the dwelling on the Lot to be used solely as a private single-family residence.
8. Occupancy Violation. In the event of a Lot occupancy contrary to the provisions of the Covenants and Restrictions, or the violation by a Tenant, Guest, or Invitee of any provision of the Governing Documents, the Board of Directors, after not less than ten (10) days after the mailing of notice by electronic, certified or registered letter to the Owner of the Lot, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Owner to evict such Tenant, Guest, or Invitee and in such event the Owner shall pay to the Community Association all costs and attorney's fees incurred by the Community Association incident to the eviction. Every Lease of a Lot shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the Lease shall be the Tenant's, and each Guest's and Invitee's, full compliance with the Governing Documents. The Owner shall be jointly and severally liable with his or her Tenant, Guest, and Invitee to the Community Association for any and all damages to the Common Area caused by the acts or omissions of his or her Tenant, Guest, or Invitee as determined in the discretion of the Board of Directors.
9. Use of Common Area During Tenancy. When a Lot is occupied by a Tenant, Guest or Invitee in the absence of the Owner, the Owner of the Lot may not use the Common Area and facilities thereon but during that time the Common Area and facilities thereon may only be used by the Tenant, Guest or Invitee. The foregoing does not apply to the Owner's ability to lease and utilize a slip in the Marina. When a Lot is unoccupied, the Owner may use the Common Area and facilities but may permit another person to use the

Common Areas and facilities only when accompanied by the Owner. Nothing in this Section shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Each Owner agrees to indemnify, defend and hold harmless the Association from and against any claim, cause of action or demand arising out the use of the Common Area or facilities thereon by such Owner's Family, Tenant, Guest, or Invitee.

10. Leasing of Slip in Marina Prohibited. Tenants, Guests and Invitees are prohibited from leasing slips in the Marina. When a Dwelling or a Lot is occupied by a Tenant, Guest or Invitee in the absence of the Owner, the Owner is still permitted to lease and utilize a slip in the Marina.

11. Assignment Rents. In order to ensure the timely and complete payment of all Assessments, or other applicable charges, all Owners leasing their Dwellings and/or Lots irrevocably assign to the Community Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Community Association are paid in full. To the extent the Board of Directors requests it, the Owner shall execute a separate assignment of rents agreement as a condition precedent to leasing a Dwelling and/or Lot.

12. Application of Rents. All rents collected by the Community Association from an assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to any delinquent Assessments or charge in order of the earliest in time until all monetary obligations due the Community Association are paid in full. Any funds that may be collected by the Community Association in excess of the Owner's obligation shall be remitted to the Owner by the Community Association within a reasonable amount of time.

13. Community Association as Agent. Each Owner assigns to the Community Association the right to take legal action against any Tenant for the non-payment of rents to the Community Association pursuant to the assignment of rent authority provided herein, including the right to terminate the Lease and evict the Tenant and all occupants. The Community Association shall enjoy all rights and privileges enjoyed by the Owner under applicable landlord/tenant law but shall not be considered a landlord under chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

14. Association as Owner. The Leasing provisions herein shall not apply to the Community Association to the extent it purchases, acquires or takes title to a Lot.