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Declaration of Covenants Englewood Isles Subdivision, Units 4, 5 and 6

OFFICIAL RECORDS
BOOK 2882 PAGE 2118

This Declaration of Covenants shall govern subdivisions 4, 5 and 6, hereinafter the "Subdivision", consisting of Lots 1 to 78, inclusive, of the Englewood Isles Subdivision, Unit 4, as per plat thereof recorded in Plat Book 24, pages 32, 32A and 32B; Lots 1 to 139, inclusive, of the Englewood Isles Subdivision, Unit 5 as per plat thereof in Plat Book 25, pages 26, 26A and 26B; Lots 1 to 94, inclusive, of the Englewood Isles Subdivision, Unit 6 as per plat thereof recorded in Plat Book 25, pages 27, 27A and 27B of the Public Records of Sarasota County, Florida. This Declaration of Covenants hereby amends, replaces and supersedes the Declarations of Restrictions for Englewood Isles Subdivision, Units 4, 5 and 6, recorded respectively at O-R-B 1202, Page 1591, O-R-B 1267, Page 1256; and O-R-B 1267, Page 1266, all of the Public Records of Sarasota County, Florida, having been duly adopted in the manner provided for therein for amendment, that is on approval by majority vote of the Board of Directors of Englewood Property Owners Association, Inc. (herein "the Association"), on August 12, 1996

1. **OWNERSHIP** - In order to promote the collective interest, welfare and benefit of the property owners and in order to enhance their property values and quality of life, all persons who have title interest into a lot or lots in the Subdivision, no matter in what manner title was assumed, shall, through title ownership, automatically, become a member of the Association and shall be subject to all its rights and privileges and all the conditions, restrictions and covenants.

2. **RESIDENTIAL USE** - No building shall be allowed or erected on any lot within the Subdivision, except one single family dwelling, per lot, for the use and occupancy of one family. "Family" as is used herein means an individual or persons all of whom are related by blood, marriage or legal adoption; or not more than three [3] persons if not so related. No building shall exceed two [2] stories in height. All garages and accessory buildings must be attached to said dwelling house and be constructed as to constitute one building only.

3. **BUSINESS USE** - No business may be conducted on a lot, with the sole exception of an office totally inside the individual dwelling and without vehicular or pedestrian traffic, beyond that which would be expected of normal residential use.

4. **ARCHITECTURAL CONTROL** - No building, pool, fence, wall or any physical change to the layout or appearance of any property shall be erected, constructed, made or modified on any lot until plans and specifications have been submitted and approved by the Architectural Control Committee. A copy of all applications, approvals and disapprovals shall be kept on permanent file.

5. **BUILDING LOCATION** - No building shall be located on any lot within twenty (20) feet of the front lot line, within ten (10) feet of the side lot lines, or within twenty (20) feet of the rear lot line; provided, however, in the event of single ownership of more than one adjoining lot, said provision shall apply to said parcel as a whole in the same manner as if the same were one lot, and provided further, that the Architectural Control Committee shall have the right to grant a variance or modification of said set-backs, in an instance where said set-backs would be inappropriate in a particular situation, by the execution and delivery of an appropriate instrument in writing, setting forth said variance or modification.

6. **DWELLING QUALITY AND SIZE** - All buildings must qualify with the following construction requirements unless a variance or modification in respect thereto is granted, in writing, by the Architectural Control Committee in a particular instance where a requirement would be inappropriate.

[a] **SQUARE FOOTAGE** - Each principal dwelling shall have a ground floor area of not less than one thousand two hundred (1200) square feet by inside measure, exclusive of porches, garages, breezeways, lanais or pools. Each dwelling must contain an enclosed garage for two cars.

[b] **WALL MATERIAL** - No asbestos shingles or asbestos siding or any asphaltic covering shall be used on any exterior walls. Cement block must be stuccoed, concrete sprayed or veneered with wood, brick or stone.

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- [c] **ROOF MATERIAL** - Glazed tile, slate or Bermuda type cement tile shall be used for all roofs. Several variances have been granted by the developers and only the owners of the homes with these variances have the right to replace existing roofs with the same asphaltic type product for which the variance was granted. New products which simulate the allowable types of roofing material may be used provided a proper variance, in writing, is granted by the Association's Architectural Control Committee.
- [d] **APPEARANCE** - No building shall be permitted to stand with its exterior in an unfinished or unsightly condition longer than six (6) months after the commencement of construction. In the event of damage by fire, act of God, or any other casualty, or unsightly weathering, said building shall be restored to its proper former condition within three (3) months from the date of damage or from the owner's receipt of notice and demand for compliance from the Association, whichever first occurs.

7. **FENCES AND WALLS** - No fence or wall shall be erected or allowed to remain in excess of four (4) feet in height, including wall around a pool, nor shall it buffer or screen one lot from another or from the street. Further, but not limited to, a fence or wall may be erected to screen air conditioning equipment, well pumps or any utility installation provided it does not extend more than six (6) feet from the item being screened. Under no circumstances shall a fence or wall of any description be erected or remain in the area from the front property line to the set-back as shown on the recorded plat or the constructed front of the residence, whichever is greater standing without the written approval of the Association's Architectural Control Committee.

8. **VEGETATIVE BUFFERS** - No vegetative buffer such as a row of shrubs, hedges or bushes may be planted or allowed to remain so as to buffer or screen one lot from another or from the street, such a vegetative buffer may be used only to screen utility installations or to provide privacy such as pool areas and large bathroom windows, provided that it does not extend further than six (6) feet from the item being screened. No vegetative buffer may be planted or allowed to remain in the area from the front property line to the set-back line as shown on the recorded plat or to the constructed front of the residence, whichever is greater. In all cases, all vegetation must be properly trimmed and neat. Upon written application from a lot owner, the Association Architectural Control Committee may grant a variance or modification of these restrictions in an instance where they would be inappropriate in a particular situation.

9. **DOCKS AND BOATHOUSES** - No dock or boathouse shall be constructed extending into or over the waters of any canal, except for a boat landing platform, without covering, parallel to the shore, lower than the general lot level and extending not more than five (5) feet beyond the lot line, nor closer than ten (10) feet to an adjoining property. No piling or other mooring shall be placed beyond the end of the dock. The use of waterways or basins for navigation or anchorage is to be at the sole risk of the owner of the vessel and the Association shall not be responsible for, maintenance of, sea walls, quality of water, depth of the canals or be liable in any way for damages or injury resulting from submerged objects, collisions or otherwise.

10. **TEMPORARY BUILDINGS** - No tent, shack, tank, shed or other accessory building or structure of any type or description, whether temporary or permanent, shall be erected, installed or allowed to remain on any lot or parcel. Outdoor recreational equipment of any type or description shall be placed within ten (10) feet of the back of the house and shall be kept in good repair so as to not create an eyesore. In the event of a complaint that the equipment is an eyesore the Association Board of Directors, if it agrees, may require that the equipment be removed, at the owner's expense.

11. **VEHICLES** - No vehicle of any type or description, as herein described, not carrying a current license tag shall be permitted within the Subdivision. Driveway parking shall be restricted to vehicles used exclusively for non-commercial, personal and passenger transportation such as automobiles, vans, station wagons and pickup trucks no larger than three quarter (3/4) ton. No other vehicle of any type or description such as trucks, trailers, recreational vehicles, campers, motorcycles, motor scooters, mopeds, boats, watercraft, water toys, commercial vehicles with or without advertising, may be parked on any driveway, parcel, lot or within the visibility of an occupied lot, with the exception of vehicles present for emergency or home repair or maintenance reasons. Hosts of visitors whose vehicles violate this covenant must register with the Unit Captain.

12. **CONDITION OF PREMISES** - Each lot shall be kept in a clean, neat and orderly condition, which shall include but is not limited to keeping the house properly painted and without mildew on either the walls or the roof. No underbrush or other unsightly growths shall be permitted to grow or remain upon any lot and no refuse pile or unsightly objects shall be allowed or placed or suffered to remain thereon. Each lot shall be kept mowed to five (5) inches. In the event that any owner fails or refuses to maintain the premises as herein described, whether occupied or not, the Association, after proper notification specifying date of compliance, may enter upon said land, at any time, which entry shall not be deemed a trespass, remove same, or mow the lawn as required above, and do that which is necessary to carry out the provisions of this covenant the cost of which shall be at the expense of the owner, which shall include but not limited to all attorney's fees, Court costs and any charges applicable to this action which if ignored, shall constitute a lien against any lot or lots in favor of the Association, which lien may be foreclosed in any manner authorized by Florida law in respect to other liens in the State of Florida

13. **NUISANCES** - Nothing shall be done on any lot which in the opinion of the Board is or may become an annoyance or nuisance to the neighborhood or to any neighbor. Any owner may submit a complaint of an alleged nuisance or annoyance to the Association Board of Directors, the decision of which shall be final for the purpose of this restriction. If a complaint is rejected and the alleged annoyance worsens, however, another complaint may be filed.

14. **ANIMALS** - No husbandry of any animals including but not limited to fowl, shall be conducted or maintained on any property. Household pets shall be allowed except that there may be not more than two (2) dogs or two (2) cats or two (2) birds, or any two (2) such animals allowed in any home or lot at any time. No reptiles, rodents, domesticated farm animals of any type or description shall be permitted. Each cat and dog shall be licensed and vaccinated annually in compliance with County law and shall not be permitted to wander off owner's property unless controlled by a leash.

15. **SIGNS** - No sign or banner of any kind shall be displayed on a lot, whether or not it is developed, except for not more than one (1) sign giving the name and address of the occupants which shall be legible from the street for emergency purposes, and not more than one (1) security sign, in neither instance more than one hundred forty four (144) square inches in area. Also, not more than one (1) sign advertising a house or lot for sale or rent may be placed on a property provided that no such sign shall exceed eight hundred sixty four (864) square inches in area.

16. **CLOTHES LINES** - No clothes line, hanger or other drying facility shall be permitted outside any dwelling or pool area.

17. **ANTENNAS** - A TV Satellite dish no larger than one (1) meter in diameter (3.2808 feet) may be erected on any residential property provided that permission as to the size and location is applied for and granted by the Association's Architectural Control Committee. No other exterior antenna of any size, type or description shall be permitted.

18. **REFUSE** - Refuse containers shall not be stored outside excepting those stored underground with appropriate covering or fastening lid. No garbage or debris containers shall be placed outside for pickup before 5PM on the day before. Under no circumstances shall there be dumping upon any lot.

19. **EASEMENTS** - Easements and Rights of Way are hereby expressly reserved for creation, construction and maintenance of utilities, such as water, electric power, telephone, cable TV, sewers, storm drains and land drains as shown on plats registered in the land records. Easements and Rights of Ways shall be confined to the rear five (5) feet of every lot, and along the five (5) feet of all inside lot lines of the Subdivision. However, if more than one (1) lot shall be used as a common building site, such five (5) foot easement shall not apply to the interior or common lot line or lines between such lots and such lots shall be regarded as a single lot for the purpose of easement rights.

20. **DRAINAGE** - No changes in elevations of property subject to these covenants shall be made which will cause undue hardship to adjoining property with respect to the natural run-off of rainwater.

21. RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND - The agreements, covenants and conditions set forth in this Declaration of Covenants shall run with the land and shall inure to the benefit of, and be enforceable, by the Association or by any owners of property in the Subdivision. Failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or change hereinbefore or hereinafter contained, however, as well as any owner of property in the Subdivision, long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of the Association with respect to the parties aggrieved by such failure.

22. REMEDIES FOR VIOLATIONS - Violation or breach of any condition, restriction or covenant herein contained shall give the Association, as well as any owner of property in the Subdivision, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions and covenants, and to prevent the violation or breach of any of them and the prevailing party in any such action shall be entitled to recover any such legal action shall be entitled to recover, but not be limited to its reasonable attorney's fees and costs. The invalidation by any Court of any restriction, condition or covenant, herein contained shall in no way affect any of the other restrictions, conditions or covenants, but they shall remain in full force and effect.

23. AMENDMENT - The Declaration of Covenants may be amended by a majority vote of the Board of Directors of the Association.

IN WITNESS WHEREOF, Englewood Isles Property Owners Association, Inc., has caused these presents to be signed in its name by its Vice President and attested by its Secretary, this 12th day of AUGUST, 1996

William Laak
William Laak, Vice President
Fl. DR. L. # L200-923-32-414-0

Frances B. Stock
Frances B. Stock, Secretary
Fl. DR. L. # S320-242-16-947-0

STATE OF FLORIDA
COUNTY OF SARASOTA

I, hereby certify that on this 12th day of AUGUST, 1996, before me personally appeared William Laak and Frances B. Stock, respectively Vice President and Secretary of the Englewood Isles Property Owners Association, Inc., a corporation under the laws of Florida, to be known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act as such officers, for the uses and purposes therein mentioned; and they affixed thereto their signatures as officers of said corporation, and said instrument is the act of said corporation.

WITNESS my signature and official seal at Englewood, in the County of Sarasota, State of Florida, the day and year last aforesaid.

My commission expires:
July 1997

Sharon Ann Reabe
Sharon Ann Reabe Notary Public



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CLERK OF COURT
SARASOTA COUNTY, FL