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KAREN E. RUSHING
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SARASOTA COUNTY, FLORIDA
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CERTIFICATE

**RESTATED DECLARATION OF COVENANTS
ENGLEWOOD ISLES SUBDIVISIONS,
UNITS 4, 5 AND 6**



We hereby certify that the attached Restated Declaration of Covenants (herein, "the Declaration") of Englewood Isles Subdivisions, Units 4, 5 and 6 accurately states the Declaration as recorded at Official Records Book 2882, Page 2118, of the Public Records of Sarasota County, Florida, which merged and replaced the Declarations of Restrictions of Englewood Isles Subdivision, Unit No. 4 (which is recorded at Official Records Book 1202, Page 1591, et seq of the Public Records of Sarasota County); Englewood Isles Subdivision, Unit No. 5 (which is recorded at Official Records Book 1267, Page 1256 et seq. of the Public Records of Sarasota County) and Englewood Isles Subdivision, Unit No. 6 (which is recorded at Official Records Book 1267, Page 1266 of the Public Records of Sarasota County, Florida), and all amendments to the Declaration adopted and recorded to date, that is the amendments recorded at Official Records Book 2973, Page 2741 and Instrument Nos. 1999106357, 2001160136 and 2002100529 of the Public Records of Sarasota County, Florida.

DATED this 2ND day of July, 2002

Witnesses.

ENGLEWOOD ISLES PROPERTY OWNERS ASSOCIATION, INC.

sign Meredith Hunter

By: Howard R. Cheek
Howard R. Cheek, President

print MEREDITH HUNTER

sign Marcia MacPherson

print MARCIA MACPHERSON

Witnesses.

sign Meredith Hunter

Attest: Martin H. Pollock
~~Rose Williams, Secretary~~
Martin H. Pollock, Secretary

print Meredith Hunter

sign Marcia MacPherson

print MARCIA MACPHERSON

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2ND day of JULY, 2002, by Howard R. Cheek as President of Englewood Isles Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Florida Drivers License as identification.

NOTARY PUBLIC

sign Margaret A. Lewis

print MARGARET A. LEWIS

State of Florida at Large (Seal)

My Commission expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument Martin H. Pollock was acknowledged before me this 2ND day of JULY, 2002, by ~~XXXXXXXXXX~~ as Secretary of Englewood Isles Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced Florida Drivers License as identification.

NOTARY PUBLIC

sign Margaret A. Lewis

print MARGARET A. LEWIS

State of Florida at Large (Seal)

My Commission expires:



**RESTATED
DECLARATION OF COVENANTS**

ENGLEWOOD ISLES SUBDIVISION, UNITS 4, 5 AND 6

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.
- (c) **ROOF MATERIAL** - Glazed tile, slate or Bermuda type cement tile shall be used for all roofs. Several variances to this requirement have been granted but no additional such variance shall be granted except for simulated tile or slate as provided herein. Only the owners of the homes with asphalt shingle roofs prior to the date of the amendment of this section in 2001 (that is, November 5, 2001) have the right to replace existing roofs with the same asphaltic type product for which the variance was granted. Alternatively, any such owner may replace the roof with tile, slate or simulated tile or slate as provided herein, at the owner's option. 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's 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 exclusive 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 owner shall be responsible for the continuing proper maintenance and care of the lot, together with any building or other improvement on the lot, in a neat, clean and orderly condition, whether or not the lot is occupied. All landscaped areas shall

be served by an automatic underground irrigation system or the equivalent thereof. Maintenance of landscaping shall include but not be limited to watering; fertilizing; application of any needed pesticide; mowing to a height not greater than five (5) inches at any time; weeding; trimming; prompt removal of dead branches, trees and shrubs; and replacement of any dead or bare patches in lawns. The landscaping which shall be maintained by the lot owner includes that lying between the pavement line of any adjacent street and the lot line or the waters of any adjacent lake and the lot line, even if beyond the boundaries of the lot. Any "Florida Lawn", as well as all other lawns, shall be kept reasonably free of weeds. Also, all weeds, underbrush and other unsightly growths over six (6) inches high shall be promptly removed from the lot. No trash, debris, refuse pile, decaying matter, or other unsightly objects shall be placed or allowed to remain upon a lot. Painting or other exterior maintenance of all buildings and improvements shall be performed as reasonably required so that their exterior appearance is maintained in a first-class condition. No unsightly mildew, rust deposits, dirt or deterioration shall be allowed to accumulate on any building or other improvement. If the owner fails to keep the lot (and, where applicable, the adjacent strips of land as set forth above) maintained as required herein, the Association, after sending to the lot owner (at the last address provided by the owner to the Association or to another address if the Association determines that to be appropriate) not less than fifteen (15) days notice of the violation and of the opportunity to comply within that time, may enter upon said lot and land at any time (which entry shall not be deemed a trespass) and do that which is necessary to carry out the provisions of this covenant. The cost thereof shall be at the expense of the lot owner, which shall be collected by the Association as an assessment in the manner provided in Article 25 (b) hereof.

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 purposes 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) of 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 easements 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 - In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a 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, 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 such action shall be entitled to recover, but not to be limited to its reasonable attorneys 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. **ENFORCEMENT FINES** - In addition to other remedies provided to the Association for enforcement, the Association may levy a fine against any lot owner, tenant, guest or invitee (or any combination thereof) who fails to comply with any condition, restriction or covenant herein, subject to the following provisions:

(a) Each fine against a person shall be in an amount determined in each instance as provided in Section (d), below, not to exceed \$100.00, provided that a fine for a continuing violation may be in an amount up to \$100.00 for each day thereof not to exceed \$1,000.00.

(b) Prior to levying any fine, the Association shall provide notice to the person or persons sought to be fined, by personal delivery or by either regular or certified mail, which notice shall include the following:

(1) a statement of the provisions of the Declaration of Covenants which are alleged to have been violated;

(2) a short, plain statement of the matters asserted by the Association to constitute the violation, including but not limited to the date or dates of each alleged violation for which a fine may be imposed, as best as can be reasonably determined.

(3) a statement that the person or persons sought to be fined will be provided an opportunity for a hearing before a Committee, appointed by the Board of Directors, in the event such a request is received by the Association not later than fourteen (14) days after receipt of the notice if by personal delivery or by certified mail or not later than twenty (20) days after the mailing of the notice if by regular mail.

(4) a statement of the name and address of the person to whom the unit owner may request a hearing;

(5) the time, date and place on and at which the hearing shall be held, in the event it is timely requested;

(6) a statement that the person or persons sought to be fined shall, if a hearing is timely requested, have an opportunity at such hearing to respond to the alleged violation, present evidence and provide written and oral argument on all issues involved, as well as to review, challenge and respond to any material considered by the Association.

(c) The Committee referenced in Subsection (b)(3), above, shall consist of not less than three (3) members of the Association, none of whom is an officer, director or employee of the Association nor a spouse, parent, child, brother or sister of an officer, director or employee of the Association.

(d) In the event a hearing is requested and therefore held, the Committee shall consider all evidence and testimony presented at the hearing, prior to levying the fine. Whether or not a hearing is requested and held, the Committee shall determine the amount of the fine, if any, which shall be levied, consistent with Section (a) above. If the Committee, by majority vote, does not approve a fine, it may not be imposed. The Committee's determination shall be transmitted to the Board of Directors, which may formally approve and levy any fine provided by that determination. After a fine is levied, the Association shall provide a demand for payment to the unit owner

(e) In the event any person refuses or otherwise fails to pay a fine properly levied, the Association may proceed with legal action in a court of competent jurisdiction to collect the sum due, together with costs and reasonable attorney's fees of the Association in such collection action.

24. COMMON EXPENSES - All costs and expenses that may be duly incurred by the Association through its Board of Directors in operating and carrying out its duties and responsibilities as provided by these Declarations of Covenants and its Articles of Incorporation and By-Laws shall constitute "Common Expenses" of the Association. Funds for the payment of common expenses shall be collected by the Association through assessments against the lots as more fully hereinafter set forth.

25. DELINQUENT ASSESSMENTS - Dues shall be levied annually and shall be due on the date of the annual meeting of the Association. Special assessments may also be levied as needed from time to time. Assessments shall be levied in the manner provided in the Association By-Laws. Any assessments which are not paid in thirty (30) days after the due date shall be subject to a one time late charge of ten (10) percent, or such other late charges as may be established by the Board of Directors, and shall bear interest from the due date until paid at the rate of eighteen (18) percent per annum, or at such rate as shall be established by the Board of Directors.

(a) OBLIGATION OF THE LOT OWNER - All assessments levied by the Board of Directors shall be the personal obligation of the lot owner against which assessments are levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the owner on his personal obligation, and there shall be added to the amount of such assessment the aforesaid late charge and interest and all costs and reasonable attorneys fees incurred by the Association in preparation for and in the bringing of such action, including reasonable attorneys fees for appellate proceedings

(b) ASSOCIATION LIEN RIGHTS - To provide an additional means to enforce collection of any assessment, the Association shall have a lien against each lot and all improvements thereon for all unpaid assessments together with interest, late charges, costs and reasonable attorneys fees as herein provided, such lien shall attach and become a charge on each lot and all improvements thereon upon the recording of a Claim of Lien by the Association in the Sarasota County Public Records. In the event any assessment is not paid within thirty (30) days after the same is due, the

Association shall have the right to file a Claim of Lien. The lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure or such other manner as may be permitted by law. In the event the Association files a Claim of Lien against any lot, the Association shall be entitled to recover from the owner of such lot, the late charge and interest as described in the aforesaid and all costs and reasonable attorneys fees incurred by the Association in preparation, filing and foreclosing the Claim of Lien, including reasonable attorneys fees for appellate proceedings. All such late charges, interest, costs and attorneys fees shall be secured by the Lien of the Assessment.

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