

**AMENDED AND RESTATED
DECLARATION OF COVENANTS**

December 16, 2013

ENGLEWOOD ISLES SUBDIVISION, UNITS 4, 5 AND 6

*[Substantial rewording of Declaration of Covenants. See existing
Declaration of Covenants and amendments for present text.]*

This Amended and Restated 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.

1. OWNERSHIP – In order to promote the collective interest, welfare and benefit of the property owners (herein “Owners”) and in order to enhance their property values and quality of life, all persons who have title interest in 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 AND BUSINESS USE

A. 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 who are related by blood, marriage or legal adoption; or not more than three (3) persons if not so related.

B. 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.

3. RENTALS – Owners who choose to rent or lease their lots must be aware of and respect the rights of their neighbors. Owners shall have a duty to ensure that their tenants’ conduct complies with these Covenants at all times. No lot may be subleased. Only the entire lot may be rented or leased. No lot shall be rented or leased for a period of less than one (1) month. No Owner may rent or lease a lot more than twice in any twelve (12) month period without the prior written approval of the Board of Directors. All leases shall be in writing. Tenants must be provided, by the Owner, a copy of these Covenants. Tenants enjoy the rights and privileges of the Association and are subject to the conditions and restrictions of the same. The Owner shall provide the Board of Directors the name(s) and telephone number(s) of the tenant(s), as well as a copy of the lease within one (1) week of move in.

4. **ARCHITECTURAL APPROVAL AND STANDARDS**

A. Architectural Approval – No building, pool, fence, wall or any physical change to the exterior layout or appearance of any lot shall be erected, constructed, made or modified on any lot until plans and specifications have been submitted to and approved by the Association’s Architectural Review Committee. Two (2) copies of all applications, plans, and specifications, one (1) of which will be kept on file by the Association, must be submitted to and approved by the Architectural Review Committee.

B. Setbacks – 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.

C. Size and Configuration – No building shall exceed two (2) stories in height. 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 (2) cars and one (1) driveway. Driveways shall be constructed of a hard-surface material such as concrete, pavers, or brick, excluding asphalt, gravel, shell or similar material. All garages and accessory buildings must be attached to said dwelling house and be constructed as to constitute one (1) building only.

D. Wall Material – Cement block must be stuccoed, concrete sprayed or veneered with wood, brick, or stone.

E. Roof Material - Only Owners of homes originally built with shingle roofs (prior to November 5, 2001) may but are not required to replace their existing roof with a similar product. Acceptable roof material for all other homes includes cement or clay tile, solar tile, metal, and fiberglass tile. Roof replacements need a local municipal building permit and the Architectural Review Committee’s written approval. No building needing or undergoing roof repairs may have any portion of the roof covered by a tarpaulin of any type for more than thirty (30) days.

F. Completion of Construction – No building shall be permitted to stand with its exterior in an unfinished or unsightly condition longer than twelve (12) 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 twelve (12) months from the date of damage or from the Owner’s receipt of notice and demand for compliance from the Association, whichever first occurs. The Association may grant an extension upon application by the owner based on specific extenuating circumstances. Whether a building’s exterior is in an unfinished or unsightly condition shall be in the sole judgment of the Association.

5. FENCES AND WALLS – No fence or wall shall be erected or allowed to remain except a fence or wall may be erected to screen equipment such as air conditioning equipment, propane tanks or pool equipment provided the fence does not extend more than six (6) feet from the

house, eight (8) feet in length and six (6) feet high. Chain link fences and dog runs are prohibited.

6. VEGETATIVE BUFFERS – No vegetative buffer may be planted or allowed to remain in the area from the front lot 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 at all times.

7. DOCKS AND BOATHOUSES – All docks and boathouses must comply with all applicable building codes and other local ordinances.

8. OTHER STRUCTURES – No tent, shack, 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, with the exception of arbors and trellises.

9. RECREATIONAL EQUIPMENT – Outdoor recreational equipment of any type or description shall not be permitted unless placed not more than ten (10) feet from the back of the house and not less than ten (10) feet from any lot line. All equipment shall be kept in good repair.

10. PARKING –

A. Location – All vehicles must be parked in the garage or driveway. No parking is permitted on any lawn, landscaped area, shell or gravel areas, or empty lots. No vehicle may be parked overnight on the street ~~for more than forty-eight (48) hours.~~

B. Vehicles – Driveway parking shall be restricted to personal, non-commercial vehicles. No trailer, recreational vehicle, camper, motorcycle, motor scooter, moped, boat, and watercraft or water toy may be parked in a driveway for more than a forty-eight (48) hour period per month. No vehicle may be parked in a driveway which is not currently licensed, is inoperable or is so deteriorated as to be unsightly.

For purposes of this Article, “commercial vehicles” shall mean those which are not designed and used for customary, personal/family, purposes, and those vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; or those vehicles which contain or transport tools, tool boxes or other equipment incidental to any business. The absence of commercial-type lettering, graphics, signs, or displays on a vehicle or any or all of the aforementioned criteria shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board of Directors as to the commercial nature of a vehicle shall be binding upon the Owner.

C. Visitors – Hosts of visitors with recreational vehicles must register with the Board prior to arrival. Such recreational vehicles shall be limited to a stay of forty-eight (48) hours with a maximum of two-48 hour periods per year per lot. Hosts and visitors

shall make every effort not to create any annoyance or nuisance to abutting properties or to the neighborhood.

D. Towing – Vehicles parked, stored, or kept within the Subdivision (including upon a Lot) in violation of this Article 10 shall be subject to being towed at the vehicle owner’s expense.

11. CONDITION OF PREMISES – Each Owner shall be responsible for the continuing proper maintenance and care of the lot, including vacant lots, together with any building or other improvement on the lot, in a neat, clean, and orderly condition and appearance.

A. Landscaping – All landscaped areas, except vacant lots, shall be served by an operational automatic underground irrigation system or the equivalent thereof. Any County restrictions on water usage will supersede watering requirements in this covenant. Maintenance of landscaping shall include but not be limited to:

- (1) Watering.
- (2) Fertilizing.
- (3) Application of any needed pesticide.
- (4) Mowing to a height not greater than five (5) inches at any time.
- (5) Weeding.
- (6) Trimming and edging.
- (7) Removal of dead branches, trees and shrubs.
- (8) Prompt attention toward replacement of any bare patches or dying lawns.

All Owners, including owners of vacant lots, must maintain landscaping to the curb line of the street and to the water line of waterfront lots. All lawns, including “Florida Lawns” shall be kept reasonably free of weeds. No trash, debris, refuse pile, decaying matter, or other unsightly objects shall be placed or allowed to remain upon a lot.

B. Dwelling – Maintenance of the dwelling shall include but not be limited to the following:

- (1) Painting or other exterior maintenance shall be performed as reasonably required to maintain the dwelling in good condition.
- (2) No unsightly mildew or rust deposits, or dirt shall be allowed to accumulate on the building.

- (3) No unsightly deterioration shall be allowed.
- (4) Screened cages that enclose lanais/pools or any other sort of patio shall be structurally sound and all screening shall be intact throughout the cage.
- (5) Swimming pools and related amenities shall be maintained in clean condition. No algae growth, dirt or debris shall be permitted. The water level must be sufficient to present an attractive appearance and to prevent the conditions described above.

C. Maintenance By The Association – If an Owner fails to keep the lot or dwelling or, where applicable, the adjacent strips of land as set forth above maintained as required herein, the Association, after sending to the Owner a letter (at the last address provided by the Owner to the Association or to another address if the Association determines that to be appropriate) providing 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 Owner, which shall be collected by the Association as an assessment in the manner provided in Article 24 hereof.

12. NUISANCES – Nothing shall be done within the subdivision, which in the opinion of the Association Board of Directors is or may become an annoyance or nuisance to the neighborhood or to any neighbor. No immoral, improper, offensive, hazardous, or unlawful use shall be made of a lot.

13. ANIMALS – No husbandry of any animals including but not limited to fowl, shall be conducted or maintained on any lot. Household pets shall be allowed except that there may be not more than two (2) domesticated animals in any dwelling or lot at any time. Each cat and dog requiring a license shall be licensed and vaccinated annually in compliance with County ordinance and shall not be permitted to leave the lot unless controlled by a leash. The person controlling the leashed animal shall carry sufficient waste bags and be responsible for the collection and proper disposal of the animal's waste. Disposing of animal waste in the storm sewer or lake is prohibited.

14. SIGNS – Not more than two (2) signs of any type, excluding security signs may be placed on a lot. Yard/Garage/Estate sale signs may only be displayed on the day of the sale. Political signs are prohibited. No sign shall be larger than 24" x 24".

15. CLOTHES LINES – No clothes lines, hanger or other drying facility shall be permitted outside any dwelling or pool area.

16. ANTENNAS – No more than two (2) satellite dishes, each no larger than one meter (39.37 inches) in diameter may be erected on any lot. No other exterior antenna of any size, type or description shall be permitted except as allowed by state or federal law.

17. REFUSE – Refuse containers shall not be stored outside unless concealed and inconspicuous from the street. No garbage or refuse containers shall be placed outside for pickup before 5:00 p.m. on the day before scheduled pickup. Under no circumstances shall there be dumping upon any lot.

18. 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.

19. DRAINAGE – No changes in elevations of a lot in the Subdivision shall be made which will cause undue hardship to any adjoining lot with respect to the natural run-off of rainwater.

20. 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 insure to the benefit of, and be enforceable, by the Association or by any Owners of lots 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 a lot in the Subdivision, long continued, shall in no event be deemed a waiver of the rights 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.

21. 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 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.

22. ENFORCEMENT FINES – In addition to other remedies provided to the Association for enforcement, the Association may levy a fine against any Owner, tenant, guest or invitee (or any combination thereof) who fails to comply with any condition, restriction, or covenant herein or the rules and regulations of the Association, subject to the following provision:

A. Each fine against a person shall be in an amount determined in each instance as provided in Paragraph D., below, not to exceed \$100.00 for a single violation, provided that a fine for a continuing violation may be in an amount up to \$100.00 for each day thereof not to exceed \$5,000.00.

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 certified mail, which notice shall include the following:

(1) A statement of the provisions of the Declaration of Covenants or rules and regulations that 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 President of the Association, in the event such a request is received by the Association not later than fourteen (14) days after receipt of the notice.

(4) A statement of the name and address of the person to whom the 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, which date shall be not sooner than the one (1) day after the deadline for the Association receipt of a hearing request as stated in Subparagraph B.3 above.

(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 Subparagraph 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 not 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 determinations. After a fine is levied, the Association shall provide a demand for payment to the Owner.

E. In the event any person refuses or otherwise fails to pay a fine properly levied within thirty (30) days of said levy, 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 or to file a lien against the lot in the manner provided by law.

23. 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 this Declaration of Covenants and its Articles of Incorporation and Bylaws 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.

24. DELINQUENT ASSESSMENTS – Dues shall be levied annually and shall be due on the date of the annual meeting of the Association or no later than February 1 each year. 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 dues, assessment or installment thereon which is not paid within the required timeframe shall be subject to a late charge of twenty-five dollars (\$25.00) and shall bear interest from February 1 until paid at the rate of one and one-half (1.5%) percent per month. The Board of Directors may take any collection action authorized by law and by the Declaration of Covenants. An Owner shall also be liable for the payment of any attorney's fees and costs incurred in seeking collection. Any payment shall be applied first to any interest, late charge, costs and attorney's fees and then to the oldest assessment amount due.

A. Personal Obligation – All assessments levied by the Board of Directors shall be the personal obligation of the Owner against which assessments are levied, ownership being determined as of the date of such levy.

B. Lien – 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. 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.

25. AMENDMENTS – This Declaration of Covenants may be amended by a two-thirds affirmative vote of the total Board of Directors of the Association.