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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR
ENGLEWOOD ISLE, UNIT NO. 3
a subdivision in Sarasota County, Florida

PREAMBLE

WHEREAS, the original Declaration of Restrictions of ENGLEWOOD ISLES UNIT NO.3, a subdivision, was recorded at Official Records Book 1099, Page 704, et seq., of the Public Records of Sarasota County, Florida, as amended (the "Declaration"), and

WHEREAS, a Certificate of Notice for Filing Extension of Amended and Restated Declaration of Restrictions for Englewood Isles, Unit No.3, a subdivision, pursuant to the requirements of Chapter 712.05 and 712.06, Florida Statutes, was recorded at Official Records Instrument No. 2005013634, of the Public Records of Sarasota County, Florida, and

WHEREAS, ENGLEWOOD ISLES IMPROVEMENT ASSOCIATION, INC., UNIT NO. 3, does hereby amend and restate the Declaration for the purpose of integrating all of the provisions of the Declaration, as hereinafter set forth, including separately adopted amendments inserted herein, and does hereby submit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the land and binding on all existing and future Owners, and all others having an interest in the subdivision lands or occupying or using the subdivision property, and

WHEREAS, the real property to be held, transferred, sold, conveyed and occupied, subject to the terms of this Declaration, is located in Sarasota County, Florida, and is legally described as follows:

Lots 1 through 73, Englewood Isles, Unit No.3, a Subdivision in Sarasota, Sarasota County, Florida, as recorded in Plat book 23, page 22 of the public records of Sarasota County, Florida;

NOW THEREFORE, in consideration of the premises, the preamble is incorporated herein, and the property as described above shall be held, transferred, sold, conveyed, occupied, used and enjoyed subject to the covenants, restrictions, easements and assessments hereinafter set forth, which shall constitute covenants running with the title to said property, and which covenants shall be binding upon all persons derailing title to said property.

ARTICLE I DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall have the following meanings:

1.1 "Annual Assessment" shall mean an Assessment levied annually by the Board against a Lot in accordance with the provisions of the Bylaws for the payment of a portion of the Common Expenses.

1.2 "Articles of Incorporation" shall mean the articles of incorporation of the Association.

1.3 "Assessment" shall mean an annual assessment levied by the Board against a Lot in accordance with the provisions hereof for the payment of Association Expenses.

1.4 "Association" shall mean ENGLEWOOD ISLES IMPROVEMENT ASSOCIATION. INC., UNIT #3, a Florida corporation not for profit.

1.5 "Association Expenses" shall mean all expenses incurred by the Association in the performance of its obligations or the exercise of its powers pursuant to this Declaration, the Articles of Incorporation, or the Bylaws.

1.6 "Attorney's Fees" shall mean all reasonable attorney's fees incurred in connection with a matter, including fees for trial and appellate proceedings and fees for services not involving litigation. Payment of such "Attorney's Fees" by the Association shall be made from the funds allocated for Legal Expenses in the Association's Annual Budget or shall require a "Special Assessment" in advance of incurring attorney's fees.

1.7 "Board" shall mean the board of directors of the Association.

1.8 "Bylaws" shall mean the bylaws of the Association.

1.9 "Common Area" shall mean all real and personal property (or interest therein) that is (a) owned by the Association, (b) identified as such in this Declaration or in any other instrument executed by Developer and recorded in the Public Records, (c) designated by Developer in an instrument delivered to the Association as property intended for the common use and enjoyment of all Owners, or (d) maintained by the Association for the benefit of all Owners pursuant to written agreement entered into by the Association.

1.10 "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 Restrictions, its Articles of Incorporation, and its 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 set forth in the Association governing documents.

1.11 "Developer" shall mean Kroh Brothers Development Company, a Florida corporation, or any person or entity to whom all rights of Kroh Brothers Development Company, regarding this Declaration are hereafter assigned pursuant to written instrument duly recorded in the Public Records, to wit, ENGLEWOOD ISLES IMPROVEMENT ASSOCIATION. INC., UNIT NO. 3.

1.12 "Improvements" shall mean all buildings, docks, driveways, parking areas, walks, walls, fences, signs, structures, utility installations, site paving, grading, screen enclosures, pools, tennis courts, game structures, mailboxes, mechanical equipment, solar energy devices, antennas, satellite dishes, wells and pump systems, water and sewer lines, irrigation systems, lighting, drains, exterior sculptures and fountains, and other improvements of any kind other than landscaping constituting real property or fixtures, together with any subsequent alterations, additions, or replacements.

1.13 "Lot shall mean a platted lot within the Subdivision.

1.14 "Owner" shall mean the record Owner, whether one or more persons, of the fee simple title to a Lot.

1.15 "Public Records" shall mean the Public Records of Sarasota County, Florida.

1.16. "Restricted Vehicle" shall mean any truck, motor home, camper, or other vehicle designed to provide temporary living quarters and having facilities for sleeping, galley, and head, trailer, boat, watercraft, aircraft, racing car, bus, commercial vehicle, or any vehicle not in operable condition. As used herein, "commercial vehicle" shall include, but not be limited to, any automobile bearing signage identifying a business name.

1.17 "Special Assessment" shall mean an Assessment levied by the Board against a Lot in accordance with the provisions of the governing documents as a supplement of an Annual Assessment for the payment of a portion of the Common Expenses.

1.18 "Subdivision" shall mean the property described in the introduction to this Declaration.

ARTICLE II THE ASSOCIATION

2.1 Ownership: No lot or any part thereof shall be conveyed or leased to anyone other than a member in good standing of the Englewood Isles Improvement Association Inc., Unit #3. It is a condition of the estate conveyed that the grantee or lessee of the property conveyed shall become a member of said Association.

ARTICLE III USE RESTRICTIONS

The following restrictions, obligations and covenants are applicable to all Lots in the Subdivision:

3.1 Land/Residential Use and Building Type. No lot shall be used except for residential purposes; provided, however, that the Association does hereby expressly reserve the right to authorize and grant in writing unto certain professional persons in certain designated areas the right to maintain an office in their residence.

3.2 Building Location. No dwelling or other structure shall be located on any Lot within twenty-five (25) feet of the front Lot line, within ten (10) feet of any side Lot line, or within twenty-five (25) of any back Lot line; provided, however, that in the event of single ownership of more than one adjoining Lot, said restrictions shall apply to said parcel as a whole in the same manner as if the same were one Lot, and provided further, that the Association hereby reserves the right to grant a variance or a modification of said set-back requirements by the execution and delivery of an appropriate instrument in writing setting forth said variance or modification.

3.3 Dwelling Quality and Size. All dwellings and other structures shall comply with the following construction requirements unless a written variance in respect thereto is granted in advance by the Association:

(a) Site. Each principal dwelling shall have a ground floor area not less than twelve hundred (1,200) square feet by inside measure, exclusive of porches, garages, lanais, pools or breezeways. Each dwelling must contain an attached, enclosed garage for at least two cars.

(b) Wall material. No asbestos shingles, or asbestos siding, or any asphaltic covering shall be used on any exterior walls. In the event cement block is used, the same must be stuccoed, concrete sprayed, or covered by brick or stone.

(c) Roof. Glazed tile, cement tile, slate, clay or Bermuda style cement tile shall be used on all roof areas. In addition, modern substitute materials of similar appearance and durability may be used upon written approval of the Association.

(d) Appearance. No building shall be permitted to stand with its exterior in an unfinished condition for longer than a reasonable amount of time as determined by the Association after commencement of construction. In the event of damage by fire, windstorm or other casualty, said building shall be repaired and restored to its former condition within a reasonable amount of time from date of the damage.

3.4 Fences. No fence, wall, hedge, or row of trees shall be erected, planted or permitted to stand unless said height, type and approximate location have been approved in writing by the Association. Hedges shall be kept trimmed at all times to conform to this restriction. The community standard for fence height is fifty four inches (54").

3.5 Docks and Boat Houses. All work within the waterways and the sea walls shall be done in accordance with federal, state and local government requirements. No dock or boat house shall be constructed extending into or over the waters of Windsor Canal or Waterford Channel, which may hereinafter be constructed, provided, however, that a boat landing platform without covering, parallel to the shore and lower than the general Lot level shall be permitted. All new or replacement docks shall be constructed according to Sarasota County building requirements. It is to be distinctly understood that the use of the waterways or basin for navigation or anchorage is to be at the risk of the owner of the vessel and the Association shall not be liable for damages or injury resulting from submerged objects, collisions

or otherwise. All waterways within the Community are no wake (idle speed) zones.

3.6 Temporary Structures. No structures of a temporary character, trailer, tent, motor home, van, shack, garage, barn or other out building or shelter shall be used on any Lot at any time as the residence, without the prior written consent of the Architectural Review Committee.

3.7 Condition of Premises. The premises shall be kept in a good clean, neat and well ordered condition at all times, and no rubbish, trash, or other waste shall be permitted to be stored thereon. Non-portable or permanently mounted bulk propane tanks shall be underground.

3.8 Nuisance. No noxious or offensive activity shall be created on any lot, nor shall anything be done thereon which shall be or may become an annoyance or nuisance to the neighborhood.

3.9 Animals. No husbandry of either animals or fowls shall be conducted or maintained upon the property of the subdivision; provided, however, that household pets shall be excluded from this restriction, except that there shall be no more than three (3) dogs or three (3) cats on any separate property.

3.10 Signs. No Sign of any kind or description shall be placed, exposed to view or permitted to remain on any lot or any street adjacent thereto, except:

(a) street markers, traffic signs or any sign displayed by the County of Sarasota, any governmental agency or approved by The Englewood Isles Improvement Association, Inc., Unit 3, and

(b) a sign upon which there shall be exhibited the street number or name of a resident or both,

(c) one (1) standard size 'for sale' sign, however, for canal property, one (1) additional 'for sale' sign is permitted on the canal side of the property,

(d) one (1) standard size security sign; however, for canal property, one (1) additional security sign is permitted on the canal side of the property.

(e) 'for rent' signs and other signs soliciting rentals or leases shall not be permitted.

3.11 Clothes Lines. No clothes lines, hangers, or drying facilities shall be permitted outside of any dwelling.

3.12 Antenna. No exterior antenna or aerial shall be erected, placed or maintained on a Lot, except the Association shall permit in accordance with FCC and Sarasota County regulations, the placement of standard size satellite dishes required for residential television reception and radio antennas on each lot, provided the placement location is subject to the Association's approval.

3.13 Refuse. Refuse containers and recycle bins shall be stored inside, or in a location next to the dwelling, in a location which is not visible from the street or any other residence except those stored underground with appropriate covering or fastened lid.

3.14 Occupants Bound. All provisions of this Declaration governing the conduct of an Owner shall also apply to all occupants of the Owner's Lot and all family members, guests, and invitees of the Owner. Each Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Lot shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, such provisions.

3.15 Restricted Vehicle Parking. No automobile with conspicuous advertising, camper, boat, trailer, RV of any kind, commercial vehicle of any type (a vehicle that is not used primarily for the transportation of people. i.e.; cargo vans, commercial trucks, etc.) shall be parked on any Lot or driveway overnight. All vehicles listed above must be parked or stored inside the garage.

(a). Owner's Vehicles. Members who own or operate a restricted vehicle as their primary transportation to and from work are exempted from this overnight parking restriction so long as all signs on that vehicle are covered and not more than one such commercial vehicle is parked overnight on any Lot.

(b). Other Vehicles. No other restricted vehicles such as commercial trucks, trucks greater than one (1) ton gross vehicle weight, RVs, boats, or watercraft may be parked overnight on any driveway or Lot within the visibility of an occupied Lot, except public safety emergency or home repair vehicles. Exceptions to the above are visiting guests, which are limited to seven (7) consecutive calendar days. For the purpose of cleaning, provisioning, minor repairs, and/or unloading, Owners may park boats on trailers and RV's on the driveway, for not more than seven (7) consecutive days. The Association may grant exceptions to these time limits.

ARTICLE IV ARCHITECTURAL CONTROL

4.1 Architectural Control: The Association shall have the right and power to control the residences, buildings, structures, driveways, parking areas, sidewalks, and substantial changes deviating from the community standard to sprinkler systems, plantings, shrubbery, lawns, trees, landscaping, and other improvements erected or maintained on each lot. No residence building, structure, driveway, parking area, sidewalk, sprinkler system, plantings, shrubbery, lawns, trees, landscaping or other improvements may be installed erected, maintained, substantially altered from the community standard, or moved on any lot unless and until the plans, materials, color, elevation, location, and grade thereof have been submitted to the Association and by it approved in writing. No fences or walls may be erected or maintained on any lot without the prior written consent of the Association.

4.2 Hurricane Shutters. Prior to installation, the Association must approve plans for manufactured hurricane shutters or other storm protective devices visible from the outside of a home. When using hurricane shutters, homeowners should be considerate of the aesthetic effect that closed shutters have on the community. Permanent type shutters may be used for interior climate control or severe weather conditions, but are not to be left in a closed position for extended periods. Owners who are absent for extended periods of time may leave their shutters closed for the period of their absence.

ARTICLE V EASEMENTS

5.1 Easements. Easements and right-of-ways are hereby expressly reserved by the Association for the creation, construction and maintenance of utilities, such as water, electric power, telephone, cable TV, sewers, storm drains, and land drains, necessary and/or expedient for public health and welfare. Easements and right-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. All existing easements in effect shall remain. However, if more than one (l) 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 purposes of easement rights.

ARTICLE VI ASSESSMENTS

6.1 Assessments. Assessments (Dues) shall be levied by the Board annually and shall be payable as provided by the Board. Assessments shall be levied in the manner provided in Association Bylaws.

6.2 Special Assessments. Special assessments may also be levied by the Board, subject to the approval of 51% of the entire Membership, as needed from time to time.

6.3 Delinquent Assessments. Any assessments which are not paid on time shall be handled in accordance with the Association Bylaws.

6.4 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, with 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 Lot 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 attorney's fees incurred by the Association in preparation for and in the bringing of such action, including reasonable attorney's fees for appellate proceedings.

6.5 Reserve Account. "Reserve Account" shall mean a line item in the Association's Annual Budget designated as a reserve account that may be funded by the board pursuant to the Bylaws. Funds in the "Reserve Account" shall be used by the Board for Common Expenses, Attorney's Fees and other properly incurred expenses that exceed the Annual Budget, subject to the approval of fifty one percent (51%) of the entire Membership.

ARTICLE VII ENFORCEMENT

7.1 Remedies For Violations. Violation or breach of any condition, restriction, or covenant herein contained shall give the Association and each Owner, 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, or covenants, and to prevent the violation or breach of any of them. With regard to any legal disputes arising out of or related to this Declaration of Restrictions, the prevailing party shall receive from the non-prevailing party all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorney's fees, whether from the initial request for redress or through trial, appeal and collection. The invalidation by any court of any of the Restrictions herein contained shall in no way affect any of the other Restrictions, but they shall remain in full force and effect.

7.2 Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

7.3 Waiver. Failure of the Association to insist upon strict performance of any provision of this Declaration with respect to any Lot Owner or property shall not be deemed to be a waiver of such provision as to such Lot Owner or property, unless the Association has executed, in writing, a waiver thereof. Any such written waiver of any provision of this Declaration by the Association with respect to any Lot Owner or property shall not constitute a waiver of such provision as to any other Lot Owner or property. Failure to enforce same shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

7.4 Invalidation. The invalidation of any provision of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

7.5 Governing Law. The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Sarasota County, Florida.

7.6 Severability. Invalidity of any of the covenants and restrictions therein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

7.7 Restrictions and Covenants Running with the Land. The agreements, covenants, and conditions set forth in these restrictions shall run with the land and the benefits of shall inure to, and be enforceable by, the Association and/or the Lot Owners of the property.

ARTICLE VIII AMENDMENTS

Except as otherwise provided by law and other than those matters set forth in section 720.306(1)(c), Florida Statutes, this Declaration may be amended by the affirmative vote of two-thirds (2/3rds) of the voting interests of the Association. Amendments shall be recorded in the Public Records of Sarasota County, Florida, upon certification by the Association through a certificate executed with the formalities of a deed.