

Amended Deed Restrictions - March 10, 2006

Written by Administrator
Saturday, 25 September 2010 01:19 -

Approved Amendments March 10, 2006

AMENDED DECLARATION OF RESTRICTIONS

UNITS 1 AND 2, ENGLEWOOD ISLES SUBDIVISIONS

The following Declaration of Restrictions, subject to the exceptions and reservations provided herein, shall be binding upon the owner(s) of the following described real estate located in Sarasota County, Florida, to-wit:

Lots 1 to 7, 9, 11 to 18, Block A, Lots 1, 3 to 7, 10 to 17, 22 to 25, Block B, Lots 1,3, and 5, Block C Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 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1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2

additional lot of the foregoing subdivisions upon the owners of such lot executing an appropriate instrument of joinder and consent herein and the recording of such instrument in the Public Records of Sarasota County, Florida.

(Said subdivisions shall be referred to herein as "the Subdivisions" and the lots therein which are subject to this Declaration as "Lot" and "Lots").

1. a. Ownership: No Lot or any part thereof nor interest therein shall be conveyed to anyone other than a member in good standing of ENGLEWOOD ISLES IMPROVEMENT ASSOCIATION, INC. (herein, "the Association"). It is a condition of the estate conveyed that

the grantee of the property conveyed or leased shall become a member of said Association.

b. Association Dues: Membership in the Association shall carry with it an obligation to pay such dues and assessments as shall be levied from time to time by the Association in accordance with its Bylaws, for the purpose of carrying out the powers and duties of the Association.

Any dues or assessment not paid when due shall bear a late fee often dollars (\$10.00). The Association shall be entitled to recover all costs and reasonable attorney's fees incurred in seeking collection.

The Association shall have a lien upon each Lot for the payment of said dues and assessments, together with all late fees, costs and attorney's fees as provided herein and may foreclose that lien upon not less than thirty (30) days' notice sent to the Lot owner by certified mail, return receipt requested.

2. Land Use and Building Type: No Lot shall be used except for single family residential purposes. "Single family" means an owner or tenant of the property and any spouse, child, grandchild, parent, grandparent, brother or sister of such owner or tenant or not more than two

persons who are not so related. No business use shall be allowed which includes signage; traffic or parking by customers, clients or employees; noise; outdoor equipment or storage; or any other

activity which is not permitted in a residential district by the Sarasota County Zoning

Code.

3. Architectural Control: No structure shall be erected, placed or altered on any Lot until the construction plans and specifications in respect to the exterior design and a plan showing the

Proposed Amendments _____ *amendments 2*

location of the structure on the Lot have been approved by the Association in writing as to the quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finished grade elevation, and compliance with the requirements of this Amended Declaration of Restrictions. No changes in elevation nor changes in landscaping or ground coverage (including but not limited to the use of plastic sheeting) either _____ during or at any time after construction, shall be made which will cause undue hardship to any adjoining property, due to run-off of rainwater or otherwise.

4. Lot Width: No dwelling shall be erected on any Lot containing a street frontage of less than seventy-five (75) feet except Lot Nos. 13, 14, and 16, Block A, and Lot Nos. 4, 5, 6, 7, 8, 9, 10, and 11, Block B, in Unit No. 1, and Lot Nos. 25, 26, 27, 32, 33, Block A, Lots 8, 9, 13, 14, _____ 15, Block F, Lots 12, 14, 16, 17 and 18, Block G, in Unit 2 (which will have frontage as set forth _____ in the recorded Plat); provided, however, that this paragraph shall not prohibit the construction and occupancy of servants' quarters or a guest house when constructed subsequent to the construction of the principal dwelling and provided further that the plans and specifications for the same have been approved in writing by the Association and comply with all requirements hereof with respect to building location, height and otherwise.

5. Building Location: No building 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) feet of any rear 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.

6. Dwelling Quality and Size: All buildings shall comply with the following construction requirements unless an exception or variance in respect thereto is granted in writing by the Association.

a. Size: Each principal dwelling shall be a one-story (one floor on concrete slab) building, the height of which shall not exceed more than twenty-five (25) feet above the finished grade level on which the dwelling is built. There shall be only one finished floor area, which shall be not less than one thousand (1,000) square feet by inside measure, exclusive of porches, garages or breezeways. Each dwelling must contain an enclosed garage for at least one car.

b. Wall Material: No asbestos shingles or asbestos siding or any asphalt covering shall be used on any exterior wall. In the event cement block is used, the cement block must be covered with stucco, concrete sprayed, or veneered with wood, brick or stone.

c. Roof Material: Glazed tile, cement tile, slate or Bermuda style cement shall be used for all roofs.

d. Completion: No building shall be permitted to stand with its exterior in an unfinished

condition for longer than twelve (12) months 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 twelve (12) months from the date of damage.

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amendments 3

7. a. Fences and walls: No fence, or wall or structure of any kind in excess of four (4) feet shall be erected or permitted to stand that is not part of the original house architecture, including any fence or wall around a pool, mechanical equipment (A/C, pool pumps, generators), or as screening for other items stored or located out of doors at the sides of homes (trash cans, yard tools, etc.). Or, in the situation where the adjacent lot facing the fence or structure is 2 feet or more higher in elevation than the subject property, no fence, wall or other structure in excess of six (6) feet in height shall be erected or permitted to stand. Any wall, fence or structure to be added must first be submitted in writing and approved in writing by the Association Board of Directors.

b. Vegetative buffers: A vegetative buffer (consisting of hedges, bushes, shrubs, trees or other vegetation) of any height may be used to screen utility installations or to provide privacy in pool areas or bathrooms, so long as it does not constitute a substantial nuisance or threat to adjacent property. However, no such vegetative buffer shall be allowed for other than those limited purposes, along any perimeter boundary of a lot or otherwise, unless that buffer is maintained at a height of not more than four (4) feet.

c. Restricting Views: Fences, walls and Vegetative buffers are prohibited in areas where they will restrict views across the front or back of adjacent property lots.

8. Docks and Boat Houses: No dock or boat house shall be constructed extending into or over the waters of Forked Creek, Windsor Canal, and/or other waterways provided, however, that a boat landing platform (dock) without covering, parallel to the shore and lower than the general lot level shall be permitted to extend not more than five (5) feet beyond the lot line, nor closer than (10) feet of an adjoining property. The Association may grant a variance or modification of the five (5) foot limit on the extent to which a dock may extend into the waters as needed to provide four (4) feet of water depth off the dock, upon submission to the Association of dock plans showing the slope from shore and the water depth at the farthest dock edge, certified as accurate by the contractor who will construct the dock. The Association may also grant such variance or modification as to any dock which is not in compliance with the five (5) foot limit as of the date of recording the amendment to the Amended Declaration of Restrictions, providing this authority, in 2005. Only mooring pilings and boat lifts may be installed beyond the dock line, provided that they do not come closer than ten (10) feet of the adjoining property and comply with all local, state and federal regulations and permitting requirements. No boat shall be anchored offshore in the creek or other waterway, and when not in use a boat shall be moved as closely adjacent to the bank as safety allows so that navigation of the waterway will not be impeded. 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.

9. Temporary Structures and Out Buildings: No structures of a temporary character, including but not limited to any trailer, tent, or shack, nor any out building, including but not limited to any barn, garage, storage shed or other structure which is not attached by wall to the principal dwelling, other than a permanent servant's quarter or guest house as authorized by Paragraph 4 hereof, shall be used, placed, constructed or maintained on any Lot at any time.

Proposed Amendments _____ a
ments 4

10. Parking: The parking of vehicles in the Subdivisions shall comply with the following restrictions, subject to a right of the Association to grant extensions, exceptions or variances.

a. Prohibited Vehicles: No recreational vehicle ("RV"), boat or trailer shall be parked or

stored on any Lot. An exception is provided for the purpose of service, loading or unloading, but in no case shall this exception provide for more than three (3) consecutive days after which the RV, boat or trailer must be removed from the lot for a period of not less than seven (7) days.

b. Vans: Noncommercial vans are considered automobiles and are exempt from the above,

but may not be lived in.

c. Garaging of Certain Vehicles: Except while providing service or repairs for an Owner or other occupant, commercial trucks or commercial vans, if parked or stored on a Lot, must be garaged with the door closed. A commercial truck or van is one with commercial lettering on it or which is otherwise evidently used for commercial purposes.

d. Junk Vehicles: No vehicle may be parked or stored in the Subdivisions which is

inoperable or which is so deteriorated as to be unsightly in the sole determination of the Association Board of Directors.

e. Paved Parking Only: No vehicle shall be parked on a lawn or in any other location other

than on a paved driveway, or a turnaround area or on a street at the curb. A paved driveway or turnaround area must be made of concrete, asphalt or paver bricks or other materials approved by the Association.

11. Condition of Premises: The premises shall be kept in a good clean, neat and well ordered condition at all times. This includes the roof and all other portions of the dwelling exterior, and all other exterior improvements and property, including but not limited to, driveways, yard, lawn, shrubbery and trees. All such property shall be maintained in conformity with the appropriate quality and appearance of the community as a whole within the determination of the Association Board of Directors.

12. Nuisance: No noxious or offensive activity shall be permitted on any Lot, nor shall anything be done thereon which shall be or may become an annoyance or nuisance to the neighborhood, within the determination of the Association Board of Directors.

13. Animals: No husbandry of either fowl or other animals shall be conducted or maintained upon the property of the Subdivisions; provided, however, that household pet dogs and cats shall be excluded from this restriction, except that there shall be no more than three (3) such pets on any separate property. The right to maintain dogs and cats upon any property shall be deemed contingent upon compliance with all Sarasota County Animal Control and Health Department requirements, ordinances and/or rules.

14. Signs: No sign of any kind shall be displayed except one giving the name and address of the occupants, or one (1) "For Sale" or "For Rent" sign not larger than four hundred (400) square inches in area. "For Sale" signs with "Sold" affixed are considered advertising and are not allowed. Any "For Sale" or

"For Rent" sign shall be removed immediately following the sale or rental.

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

Proposed Amendments _____ *amendments 5*

16. Antennae: No exterior antenna or aerial shall be erected except that a satellite dish television antenna one meter (39 inches) in diameter or less, a multipoint distribution system (MDS) television antenna one meter or less in diameter or diagonal measurement or a standard television antenna may be installed by a lot owner on the Lot, subject to any rules that may be adopted from time to time by the Board of Directors of the Association as to the appearance and location of antennas, provided that no such rule may preclude reception of an acceptable quality signal; unreasonably increase the cost of installation, maintenance or use of the antenna; or unreasonably delay or prevent the installation, maintenance or use of the antenna.

17. Easements: Easements and rights-of-way are hereby expressly reserved by the Association for the creation, construction and maintenance of utilities, such as water, electric power, telephone, cable television, sewers, storm drains, and land drains, necessary and/or expedient for public health and welfare. Easements and rights-of-way 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 of common lot line or lines between such lots and such lot shall be regarded as a single lot for the purposes of easement rights.

18. Duration and Amendment: Each of the restrictions above set forth shall continue and be binding for a period of fifteen (15) years from January 1, 1996, and shall be automatically continued thereafter for successive periods of five (5) years each; provided, however, that these restrictions may be amended at any time by the affirmative vote or written agreement of the record title owners of not less than two-thirds (2/3) of the lots subject to this Amended Declaration of Restrictions.

19. Restrictions and Covenants Running with the Land: The agreements, covenants and conditions set forth in these Restrictions, shall run with the land and shall inure to the benefit of and be enforceable by the Association or by any owner of property subject hereto. Failure to enforce any building restriction, covenant, condition, obligation, reservation, right, power, or change herein before or hereinafter contained, however 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 parties aggrieved by such failure.

20. Remedies for Violations: Violation or breach of any condition, restriction, or covenant herein contained shall give the Association and each owner of property subject hereto, in addition to all other remedies, the right to proceed at law or in equity to recover damages or to compel compliance with the terms of said conditions, restrictions, or covenants, and to prevent the violation or breach of any of them. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs. The invalidation of any provision hereof shall in no way affect any of the other provisions, but they shall remain in full force.

Amended Deed Restrictions - March 10, 2006

Written by Administrator
Saturday, 25 September 2010 01:19 -

The End