

**RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
ISLES OF SARASOTA**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (“Declaration”) was substantially amended by the required membership vote at a membership meeting held on March 30, 2017 and reconvened on April 13, 2017 and the required Board of Directors vote at a Board meeting held on March 13, 2017.

**WHEREAS**, DIVOSTA HOMES, L.P., a Delaware limited partnership, its successors and assigns (“Declarant”) was the original owner in fee simple of the real property more particularly described on Exhibit “A” attached hereto and made a part hereof (“Total Lands”);

**WHEREAS**, Declarant previously developed a planned community to be known as “Isles of Sarasota” (as hereinafter defined);

**WHEREAS**, the Total Lands comprise a portion of the planned, multi-stage Palmer Ranch Development of Regional Impact, a Florida Statutes Chapter 380 development of regional impact, which is planned to be developed incrementally in accordance with the master development order (“MDO”) adopted by the Board of County Commissioners of Sarasota County, Florida for Palmer Ranch;

**WHEREAS**, the Total Lands are subject to that certain Declaration of Protective Covenants, Conditions, and Restrictions for Palmer Ranch as originally recorded in Official Record Book 1894, at Page 2467 of the Public Records of Sarasota County, Florida, as subsequently amended from time to time (“Master Declaration”);

**WHEREAS**, the Board of County Commissioners of Sarasota County has adopted by ordinance dated July 14, 2004, an “Incremental Development Order” (as that term is defined in Florida Statutes Chapter 380) for Increment XVIII of Palmer Ranch for the Total Lands (the “IDO”), and upon such adoption, the Total Lands became Committed Property under the Master Declaration;

**WHEREAS**, the Total Lands were developed in accordance with the MDO, the IDO and the Master Declaration;

**WHEREAS**, Declarant has previously committed the Total Lands which are legally described in Exhibit “B” hereto (the “Committed Lands”) to the covenants, conditions, provisions, and restrictions contained in this Declaration;

**WHEREAS**, the amendments to this Declaration imposes upon the Committed Lands mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of

the Committed Lands, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Committed Lands;

**WHEREAS**, in order to develop and maintain Isles of Sarasota as a planned residential community, being a part of Palmer Ranch, and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Committed Lands and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement;

**WHEREAS**, this Declaration shall be a "Community Declaration" as contemplated by the Master Declaration, and the Association shall be a "Community Association" thereunder; and

**WHEREAS**, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

**NOW, THEREFORE**, in consideration of the premises and covenants herein contained, the Association and its membership declare that the Committed Lands shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Committed Lands and any part thereof and which shall be binding upon all parties having any right, title or interest in the Committed Lands or any part thereof, their heirs, successors and assigns. This Declaration does not, and is not intended to, create a condominium within the meaning of Chapter 718, Florida Statutes.

## **ARTICLE I DEFINITIONS**

The terms used in this Declaration, Articles of Incorporation, and Bylaws shall be defined as set forth herein unless expressly provided otherwise.

Section 1. **"AMENDMENT(S)"** shall mean any and all amendments to this Declaration, all of which may be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Isles of Sarasota" and each of which shall be properly adopted pursuant to the terms of the Isles of Sarasota Documents (as defined herein) and recorded in the Public Records of the County (as defined herein); provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration (as defined herein), as recorded in the Public Records of the County.

Section 2. **"AREAS OF COMMON RESPONSIBILITY"** shall mean and refer to those areas, if any, which by contract or agreement with any other Person is or hereafter becomes the responsibility, in whole or in part, of the Association. In addition, any public rights-of-way abutting the Committed Lands may (at the election of the Board of Directors) be deemed to be part of the Area(s) of Common Responsibility. The Board may remove such public rights-of-way from the Area(s) of Common Responsibility in the same manner.

Section 3. **“ARTICLES”** shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit “C” and incorporated herein by this reference, as such Articles may be subsequently amended from time to time.

Section 4. **“ASSESSMENT”** shall mean assessments for which all Owners are obligated to the Association and includes “Individual Home Assessments,” “Neighborhood Assessments”, “Landscape Assessments”, and “Special Assessments” (as such terms are defined herein) and any and all other assessments which are levied by the Association in accordance with the Isles of Sarasota Documents.

Section 5. **“ASSOCIATION”** shall mean and refer to **ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.**, a not-for-profit Florida corporation, its successors and assigns, and which Association is responsible for the maintenance, preservation and architectural control of Isles of Sarasota as provided in this Declaration. The Association is a “Community Association” as contemplated by the Master Declaration (defined herein). The “Association” is a homeowners association pursuant to Chapter 720, Florida Statutes, and is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

Section 6. **“ASSOCIATION PROPERTY”** shall mean such portions of the Committed Lands which are not included in any Lot and which are or shall be owned and maintained by the Association, as set forth in this Declaration, for the common use and enjoyment of the Owners within Isles of Sarasota except for the Tracts dedicated to the County on any Plat for use as Public Roads. The term “Association Property” shall also include any personal property acquired by the Association and any easements originally granted to the Association. Declarant submitted portions of certain Tracts to the condominium form of ownership (“Condominium”) pursuant to Chapter 718, Florida Statutes, and named that condominium **Lakeside at the Isles on Palmer Ranch Section I, a Condominium**. Declarant has previously conveyed the portions of those Tracts which are not submitted to the condominium form of ownership to the Association as Association Property, and such real property shall be subject to a non-exclusive easement in favor of the condominium association operating the **Lakeside at the Isles on Palmer Ranch Section I, a Condominium** for purposes of: maintaining, repairing and replacing the condominium building(s), and utilities serving the condominium building(s); subjacent and lateral support; encroachments; and surface water drainage. The common elements of the Condominium building(s) shall be subject to a non-exclusive easement in favor of the Association for purposes of lawn and landscape maintenance and for the fulfillment of the Association’s responsibilities under this Declaration, including without limitation, maintenance, repair and replacement of the Storm Water Management System. The easements referenced in this Section 6 are not intended to alter any easements created and set forth elsewhere in this Declaration.

Section 7. **“ATTACHED HOME”** shall mean any single family Home located in a Building that shares a common wall or Unit Bearing Wall with an adjoining Home. See, Article II, Section 13 for special covenants pertaining to Attached Homes.

Section 8. **“BOARD”** or **“BOARD OF DIRECTORS”** shall mean the governing body of the Association.

Section 9. **“BYLAWS”** shall mean the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit “D” and incorporated herein by this reference, as such Bylaws may be subsequently amended from time to time.

Section 10. **“COMMITTED LANDS”** shall mean and refer to that certain real property heretofore described in Exhibit “B” previously submitted to this Declaration by the Declarant.

Section 11. **“COMMITTED PROPERTY”** shall mean those portions of Palmer Ranch which are subject to specific “Land Use Classification” (as that term is defined in the Master Declaration) under the Master Declaration by an “IDO” (as that term is defined in the Master Declaration), which includes the Total Lands.

Section 12. **“COMMUNITY EXPENSES”** shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Isles of Sarasota Documents and include, but are not limited to, the costs of maintaining the Association Property and the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing the Association Property, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing the Association Property or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Isles of Sarasota Documents. Community Expenses shall also include, without limitation, any costs and expenses incurred by the Association pursuant to the Drainage Easement(s), if any and the Master Association Assessments associated with the Committed Lands.

Section 13. **“COMMUNITY WALL”** shall mean the walls located in Isles of Sarasota which run along: (a) the outer perimeter of the Isles of Sarasota adjacent to Honore Road, and/or any other public or private right-of-way, located on Association Property; (b) the eight (8) foot wall located on the rear property lines of Lots 422-431, 11600-11636 Garessio Lane and Lots 432-441, 5903-5939 Guarino Drive; and (c) the wall that exists west of Lot 523 Benevento Drive and the Isles Amenity Center. See Exhibit “W-1”, which is attached hereto and incorporated herein, for a physical depiction of the Community Walls. See, Article II, Section 8(9) of the Declaration for additional provisions that pertain to Community Walls.

Section 14. **“CONDOMINIUM HOME”** shall mean one of the seventy-two (72) condominium units located in the **Lakeside at the Isles on Palmer Ranch Section I, a Condominium**, pursuant to the Declaration of Condominium originally recorded at Official Records Instrument Number 2008130328 of the Official Records of Sarasota County, Florida. There shall be no other Neighborhoods permitted within the Isles of Sarasota. See, Article II, Section 17 for specific covenants pertaining to Condominium Homes.

Section 15. **“CONSERVATION AREA”** shall mean that portion of the Association Property, if any, other than a Preservation Area (defined herein), which may include native habitats set aside to fulfill open space requirements, and which is intended to be maintained by the Association without specific management guidelines, excepting however those portions whose responsibility it is for the Master Association to maintain pursuant to the Master Declaration.

Section 16. **“COUNTY”** shall mean Sarasota County, Florida.

Section 17. **“DECLARANT”** shall mean and refer to DIVOSTA HOMES, L.P., a Delaware limited partnership, and any successor or assign thereof to which DiVosta Homes, L.P. specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Isles of Sarasota. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant under the Isles of Sarasota Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

Section 18. **“DECLARATION”** shall mean the original Declaration of Covenants as it may be subsequently amended from time to time, which may be recorded amongst the Public Records.

Section 19. **“DIRECTOR”** shall mean a member of the Board.

Section 20. **“DRAINAGE EASEMENT(S)”** shall mean and refer to those certain drainage easements set forth in any Plat of any portion of the Total Property; recorded in the Public Records of Sarasota County, Florida (collectively “Drainage Easement(s)”).

Section 21. **“HOME”** shall mean a residential dwelling unit constructed or to be constructed within Isles of Sarasota, which is designed and intended for use and occupancy as a single-family residence. The term Home shall include the Lot as provided in Article I, Section 31. There are three (3) Home types in the Isles of Sarasota, (1) Single Family Home, (2) Attached Home, and (3) Condominium Home.

Section 22. **“IDO”** shall mean the Incremental Development Order for “Palmer Ranch Increment XVIII” adopted pursuant to Chapter 380, Florida Statutes by ordinance of the Board of County Commissioners of Sarasota County, Florida (Ordinance No. 2004-072) and recorded in Official Records Instrument Number 2004145150 of the Public Records of Sarasota County, Florida, and as amended, approving the development of the Total Lands.

Section 23. **“IMPROVEMENT”** shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Isles of Sarasota.

Section 24. **“INSTITUTIONAL MORTGAGE”** shall mean a mortgage held by an Institutional Mortgagee on any property within Isles of Sarasota.

Section 25. **“INSTITUTIONAL MORTGAGEE”** or **“INSTITUTIONAL LENDER”** shall mean any lending institution owning a first mortgage encumbering any Home and/or Lot within Isles of Sarasota, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any “secondary mortgage market institution,” including the Federal National Mortgage Association (“FNMA”), Government National Mortgage Association (“GNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing.

Section 26. **“INTEREST”** shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 27. **“ISLES OF SARASOTA”** shall mean and refer to the planned unit development which is subject to the IDO, the MDO, and this Declaration, and which is known as Isles of Sarasota. Isles of Sarasota is a “Community” in accordance with the Master Declaration.

Section 28. **“ISLES OF SARASOTA REPRESENTATIVE”** shall mean the Person who shall represent the Members of the Association at meetings of the Master Association.

Section 29. **“ISLES OF SARASOTA DOCUMENTS”** shall mean in the aggregate this Declaration, the Articles and the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any Amendment(s), and the Rules and Regulations duly adopted by the Association’s Board of Directors from time to time.

Section 30. **“LEGAL FEES”** shall mean reasonable fees for attorney and paralegal services and shall also include court costs through and including all trial and appellate levels, bankruptcy and all post-judgment proceedings.

Section 31. **“LOT”** shall mean and refer to any parcel of land within Isles of Sarasota upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Total Lands within Isles of Sarasota that is declared to be a Lot by the Declaration or amendment thereto. Upon completion of construction of the Home on a Lot, such Lot and the Improvements thereon shall collectively be considered to be a Home for purposes of this Declaration and the Isles of Sarasota Documents.

Section 32. **“MDO”** shall mean the Master Development Order adopted pursuant to Chapter 380, Florida Statutes on December 18, 1984, by resolution of the Board of County Commissioners of Sarasota County (Resolution No. 84-418), and recorded in Official Records Book 1849, at Page 829 of the Public Records of Sarasota County, Florida, and as amended, regarding the development of Palmer Ranch.

Section 33. **“MASTER ASSOCIATION”** shall mean the Palmer Ranch Master Property Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 34. **“MASTER DECLARANT”** shall mean the “Declarant” of the Master Declaration (as defined therein) and its successors and assigns.

Section 35. **“MASTER DECLARATION”** shall mean the Declaration of Protective Covenants, Conditions and Restrictions for Palmer Ranch, as recorded in Official Record Book 1894, at Page 2467 of the Public Records of Sarasota County, Florida, as subsequently amended from time to time.

Section 36. **“MEMBERS”** shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

Section 37. **“MONUMENT SIGN(S)”** shall mean all street identification and street directional monument signs (individually, a “Monument Sign,” and collectively, “Monument Signs”) located within the Association Property.

Section 38. **“NEIGHBORHOOD”** shall mean the **Lakeside at the Isles on Palmer Ranch Section I, a Condominium**, pursuant to the Declaration of Condominium originally recorded at Official Records Instrument Number 2008130328 of the Official Records of Sarasota County, Florida. There shall be no other Neighborhoods permitted within the Isles of Sarasota.

Section 39. **“NEIGHBORHOOD ASSESSMENT”** shall mean Assessments for Neighborhood Expenses provided for in this Declaration or by any subsequent amendment which shall be used for the benefit of the Owners and occupants of the Condominium Homes against which the specific Neighborhood Assessment is levied, and to maintain the properties within the Neighborhood.

Section 40. **“NEIGHBORHOOD ASSOCIATION”** shall mean **Lakeside at the Isles on Palmer Ranch Section I Condominium Association, Inc.**, which is the entity created for the benefit of Persons owning Condominium Homes located within **Lakeside at the Isles of Palmer Ranch Section I, a Condominium**.

Section 41. **“NOTICE AND HEARING”** shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article IX herein below.

Section 42. **“OWNER”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Home and/or Lot within Isles of Sarasota, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 43. **“PALMER RANCH”** shall mean the multi-stage planned development which is subject to the Master Declaration as it may be amended from time to time. Isles of Sarasota is located within the Palmer Ranch development.

Section 44. **“PARKING AREAS”** shall mean those portions of the Association Property which were originally constructed by Declarant or designated by the Board as such, provided the Tracts dedicated to the County on any Plat for use as Public Roads shall be considered Public Roads.

Section 45. **“PERSON”** means a natural person, a corporation, LLC, a partnership, a trustee, or other legal entity.

Section 46. **“PLANNING AND ARCHITECTURAL REVIEW BOARD”** or **“PARB”** means the architectural control entity described in Article 6 of the Master Declaration.

Section 47. **“PLAT”** shall mean and refer to all plats recorded in the public records of the County in which the Declarant previously dedicated all or any portion of the Total Lands, including the Isles of Sarasota Unit 1 Plat.

Section 48. **“PRESERVATION AREA”** shall mean that portion of the Association Property, if any, which is intended to be preserved and maintained by the Association in its existing (or restored) natural and native condition in perpetuity, excepting, however, those portions whose responsibility it is for the Master Association to maintain pursuant to the Master Declaration.

Section 49. **“PRIVATE ROADS”** shall mean those portions of the Association Property which were originally constructed by Declarant as such. The Private Roads shall be used as roads and drives by the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration.

Section 50. **“PUBLIC ROADS”** shall mean those roads which are owned and maintained by Sarasota County. The following sixteen (16) roads are Public Roads: Abaco Drive, Aviano Lane, Belina Drive, Benevento Drive, Burgos Drive, Cabrera Court, Demarco Court, Dorgali Drive, Ernesto Drive, Fiore Lane, Fossano Drive, Garessio Drive, Granaway Court, Guarino Drive, Mariposa Lane, and Roseto Place

Section 51. **“SINGLE FAMILY HOME”** shall mean a Home that is not an Attached Home or a Condominium Home.

Section 52. **“STAND-ALONE WALL”** shall mean all division walls located between two (2) Attached Homes located upon a Lot line that is not connected to a structure. See Exhibit “W-2”, which is attached hereto and incorporated herein, for a depiction of the Stand-Alone Walls. See, Article II, Sections 11.1(b) and 12 of the Declaration for additional provisions that pertain to Stand-Alone Walls.

Section 53. **“STORMWATER MANAGEMENT SYSTEM”** shall mean all structures required to collect and convey rainfall runoff from Isles of Sarasota, which includes all drainage areas, drainage structures, and drainage devices. The Stormwater Management System is located upon and adjacent to the Total Lands and designed to serve the Total Lands, as defined and described in Article II, Section 8 hereof, as well as certain other property, all as described in the Drainage Easement(s). The Stormwater Management System is a private stormwater management system.

Section 54. **“TOTAL LANDS”** shall mean the real property which is legally described in Exhibit “A” hereto, which may ultimately be subjected to the covenants, conditions and restrictions contained in this Declaration.

Section 55. **“TURNOVER DATE”** shall mean the date upon which “Class A Members” (as defined in Article V of the Articles), including Declarant, assumed control of the Association and elected a majority the Board, as more particularly described in Article V of the Articles. The Turnover Date from the Developer is August 31, 2013.

Section 56. **“UNIT BEARING WALL”** shall mean a wall that is located between two adjoining Homes that is necessary to support the roof structure and shares a fire wall and extends to the rear of the Lot. See Exhibit “W-3”, which is attached hereto and incorporated herein, for a depiction of the Unit Bearing Walls. See, Article II, Section 11.1(c) of the Declaration for additional provisions that pertain to Unit Bearing Walls.

Section 57. **“ZERO LOT LINE SINGLE FAMILY HOME”** shall mean a Single Family Home that is located on a Zero Lot Line Lot. The Association will keep and maintain an accurate list by mailing address of Homes located on a Zero Lot Line Lot.

## **ARTICLE II DESCRIPTION OF ISLES OF SARASOTA**

Section 1. **LOCATION WITHIN PALMER RANCH.** The Isles of Sarasota is located within Palmer Ranch, a planned multi-stage Development of Regional Impact. Other areas of Palmer Ranch may be under development for an extended time.

Section 2. **GENERAL PLAN OF DEVELOPMENT.** Isles of Sarasota will encompass Homes and Association Property, as more particularly defined by this Declaration. The property declared by the original Declaration and amendments thereto (the “Committed Lands”) is described in Exhibit “B” attached hereto.

Section 3. **PALMER RANCH MASTER DOCUMENTS.** By taking title to a Home, an Owner becomes subject to the terms and conditions of the Master Declaration, as it may be subsequently amended from time to time. Among other things, that document provides that each Owner shall automatically be a member of the Master Association, shall acquire certain use rights in and to Master Association Property within Palmer Ranch, shall become subject to the assessments of the Master Association, and shall be subject to the Development Code and the jurisdiction of the Planning and Architectural Review Board.

Section 4. **MEMBERSHIP AND VOTING IN MASTER ASSOCIATION.** In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners shall be members of the Master Association. Notwithstanding such Membership, only a designated representative, known as an “Isles of Sarasota Representative,” shall be entitled to cast votes on behalf of the Members of the Association at meetings of the members of the Master Association. The Isles of Sarasota Representative shall be the President of the Association, or his or her designee.

Section 5. **NOTICE TO MASTER ASSOCIATION.** Copies of all proposed amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Association Property, shall be forwarded to the Master Association no later than fifteen (15) days prior to adoption. The Association shall also provide a current list of the names and mailing addresses of all Owners within fifteen (15) days after receiving a written request for same from the Master Association. Failure to comply with this section shall not invalidate any action which would otherwise be valid.

Section 6. **SCOPE AND EFFECT OF MDO AND IDO.** Isles of Sarasota is Increment XVIII of the “Development of Regional Impact” (as that term is defined in Chapter 380, Florida Statutes, on the date hereof) known as Palmer Ranch. All of Palmer Ranch, including the Isles of Sarasota, shall be developed in accordance with the MDO, the obligations of which run with the land comprising Palmer Ranch, and the IDO. By the County’s ordinance adopting the IDO, Isles of Sarasota became a Committed Property under the Master Declaration as defined therein. Isles of Sarasota is intended to be developed in accordance with the IDO as part of Increment XVIII of the overall development of Palmer Ranch. No portion of Isles of Sarasota shall be used for any purpose or in any manner inconsistent with the MDO or the IDO. Any violation of the MDO or the IDO shall be a violation hereof, and ~~Declarant~~ the Association shall have the right to enforce

the provisions hereof against any person in violation thereof in the same manner as set forth herein below for the enforcement of the provisions of this Declaration. Provided, however, that no provision of this Declaration is intended to impose any requirement on Declarant or enlarge the scope of any provision of the MDO or the IDO or create any right in any person to enforce the provisions of the MDO or the IDO, except as may be specifically provided herein or by applicable law.

Section 7. **AMENDMENT.** This Article shall not be amended without the prior written consent of the Association's Board of Directors.

Section 8. **ASSOCIATION PROPERTY.** The Association Property shall be used for open space, recreation, parking and ingress and egress purposes as well as other proper purposes, by the Association and the Owners and their family members, guests, invitees and lessees in accordance with the Isles of Sarasota Documents. Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or lessees.

The Association Property shall be used solely in accordance with the covenants impressed upon the Association Property as follows:

(1) **Recreation Area.** The Recreation Area shall be part of the Association Property and shall be used for recreational purposes by the Association, and the Owners and their family members, guests, invitees and lessees. Such portion, if any, of the Recreation Area upon which Declarant constructed Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located or to be located thereon, except as otherwise provided in the Isles of Sarasota Documents. The Recreation Area shall always be kept and maintained by the Association for recreational uses or beautification and attendant uses and shall be used for such purposes and not for residential, commercial or industrial construction of any kind. The Recreation Area shall be maintained, administered and is owned by the Association.

THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE RECREATION AREA. ANY INDIVIDUAL USING THE RECREATION AREA SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS, MANAGER, AND MANAGEMENT HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

(2) **Surface Water and Storm Water Management System and Conservation Easements.** Declarant has caused to be constructed within the geographic area shown on a Plat, drainage canals, lakes and drainage retention/detention lakes or ponds. These drainage structures are part of the overall drainage plan for Isles of Sarasota. The Association may create conservation easements encumbering all or part of the Association Property, and/or portions of the Lots conveyed to Owners to preserve the natural condition of wetlands, uplands or buffer areas. The Association shall have unobstructed ingress to and egress from all retention/detention lakes or ponds and lakes as well as all conservation easements at all reasonable times to maintain said lakes or ponds, lakes and conservation easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Isles of Sarasota drainage facilities without

the express prior written consent of the Association. Further, where an Owner's Lot is contiguous to any of the drainage facilities of Isles of Sarasota, such Owner shall keep his or her Lot so that the utilization of such Owner's Lot will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

The Association shall maintain, as part of the Association Property, drainage structures for the Isles of Sarasota, the Preservation Areas, Conservation Areas and other environmentally significant Association Property, and comply with conditions of the permit from the Southwest Florida Water Management District ("SWFWMD") (a copy of such permit was attached to the original Declaration as Exhibit "E"), Department of Environmental Protection, and U.S. Army Corps of Engineers for the Stormwater Management System, Preservation Areas, Conservation Areas, or other environmentally significant Association Property, including, without limitation, perpetual maintenance of all signage required by the permit. All such areas shall be defined, identified, and described as such on all Plats of Isles of Sarasota, or may be granted by separate easements recorded in the public records of the County. Management of all such areas shall be consistent with the Resource Management Plan contained in the IDO. Use restrictions regarding the Preservation Areas and Conservation Areas are specifically identified in the MDO as amended by County Resolution No. 91-170.

No Owner shall (i) undertake or perform any activity in preserved wetlands, upland buffers to wetlands, archeological sites, and wetland compensation areas with the Preservation Areas and Conservation Areas described in all approved permits and Plats of Isles of Sarasota, or (ii) remove native non-nuisance vegetation that becomes established within the wet detention lakes or ponds, without prior written consent of the Board of Directors of the Association, the County, and the applicable permitting agencies. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure. It shall be the responsibility of all Owners to comply with the construction plans for the surface water management system approved by the applicable permitting agencies. The Association has previously accepted transfer of SWFWMD permits applicable to the Isles of Sarasota. The conditions of SWFWMD permits include monitoring and record keeping schedules and maintenance.

Within any Preservation Area or any wet detention lake or pond (as such lakes or ponds are designated by the SWFWMD), no Member shall remove any native vegetation (including cattails) that may become established therein. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan. Inquiries regarding provisions of this Article should be addressed to the SWFWMD, Venice Permitting Office.

Water quality data for the water discharged from the Isles of Sarasota or into the surface waters of the state shall be submitted to SWFWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the Association shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Isles of Sarasota or into surface waters of the state.

The Association agrees to operate and maintain the system and has sufficient ownership so that it has control over all water management facilities authorized.

The Association shall hold and save SWFWMD harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by SWFWMD. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by SWFWMD rules.

In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with the County standards, the County shall have the right, but not the obligation, to enter the Association Property for the purpose of maintaining the Stormwater Management System. All expenses incurred by the County in maintaining the Stormwater Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by the County. The rights of the County contained in this restriction shall be in addition to any other rights the County may have in regulating the operation and development of the Association Property.

The Association specifically agrees to allow authorized SWFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to the Isles of Sarasota, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the permit and SWFWMD regulations, such as:

- a. Having access to and copying any records that must be kept under the conditions of the permit; and
- b. Inspecting the facility, equipment, practices, or operations regulated or required under the permit; and
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or SWFWMD rules; and
- d. Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Establishment and survival of littoral areas provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote

viable wetlands plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

The Association shall submit inspection reports, if required by the SWFWMD, in the form required by SWFWMD, in accordance with the permit application.

In the event of casualty, it shall be the responsibility of each Owner within the Isles of Sarasota at the time of reconstruction of a building, residence, or structure, to comply with the construction plans for the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD.

Owners are hereby notified that certain Lots may include, or be adjacent to wet detention lakes or ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements. It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention lakes or ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements abutting the Owner's Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention lakes or ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to SWFWMD, Sarasota Service Office, Surface Water Permitting Department Regulation Manager and Sarasota County's Resource Protection Office. SWFWMD and Sarasota County Resource Protection may authorize removal of certain exotic or nuisance vegetation upon application by Owners or the Association.

No Owner of a Lot within the Isles of Sarasota may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, wet detention lakes or ponds, jurisdictional wetlands, designated mitigation areas or designated drainage or conservation easements described in the approved permit and recorded Plats of the Total Lands, unless prior approval is received from SWFWMD, Sarasota Regulation Department, pursuant to Chapter 40D-4, Florida Administrative Code and Sarasota County's Resource Protection Office.

Each Owner of a Lot within the Isles of Sarasota at the time of construction, and with the Committee's approval of construction, of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the SWFWMD.

In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by SWFWMD prior to such termination, dissolution or liquidation.

The Surface Water and Storm Water Management System is designed to provide drainage for the Total Lands. The Association shall have no liability whatsoever to any Owner for claims or damages alleged by an Owner due to water levels in the Lakes being below or above normal or otherwise unacceptable to the Owner. Recreational use and aesthetic appearance of the Lakes is secondary to their intended drainage function, and during periods of prolonged drought or other unusual weather events water levels in the Lakes may fluctuate, and the Association shall have no liability for such conditions.

Any Amendments to the Declaration relating to the Stormwater Drainage Management System must have the prior written approval of the County Engineer or his designee. Any revisions of the Storm Water Management System must have the prior approval of the County Engineer or his designee.

(3) **Private Roads.** The "Private Roads" are those portions of the Association Property which were originally constructed by Declarant as such. The Private Roads shall be used as private roads and drives by the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. The Private Roads shall be used, maintained, repaired, administered and are owned by the Association. There are also "Public Roads" that are owned, administered, controlled, maintained, repaired and replaced by Sarasota County.

(4) **Parking Areas.** The "Parking Areas" are those portions of the Association Property which are constructed by Declarant or designated by the Board as such, provided the Tracts dedicated to the County on any Plat for use as Public Roads shall be considered Public Roads as that term is used in this subparagraph. The Parking Areas shall be used as guest parking areas by the Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration and Rules. The Parking Areas shall be maintained, administered and are owned by the Association.

(5) **Landscaped Areas or Grassed Areas.** The landscaped areas and grassed areas are those portions of the Association Property upon which Declarant has placed landscaping, including grass, shrubs and trees and are to be used, kept and maintained as such by the Association, and the Owners within Isles of Sarasota, their family members, guests, lessees and invitees, in accordance with the provisions of this Declaration. The Landscaped Areas and Grassed Areas are owned by the Association and shall be used, administered and maintained by the Association in accordance with the requirements of the appropriate governmental agencies and the Isles of Sarasota Documents.

(6) **Street Lights.** Street lights with yellow numbered tags are owned and maintained by Florida Power and Light ("FPL"). "Street Lights" not owned by FPL and any associated facilities placed within the Association Property, shall be repaired, replaced, relocated, maintained and owned by the Association which is also responsible to pay all fees associated with such repair, replacement and maintenance, and for the furnishing of electricity thereto. Any street light and any associated facilities owned by FPL located within the Association Property shall not be the responsibility of the Association to maintain.

(7) **Decorative Street Lights.** The Association reserves the right, but shall not be obligated, to install, "Decorative Street Lights" in or near the entranceways and gatehouses to Isles of Sarasota. The Decorative Street Lights installed by Declarant or by the Association shall be repaired, replaced, relocated, maintained and owned by the Association. Nothing in this Declaration shall be construed to require the Association to install Decorative Street Lights within Isles of Sarasota.

(8) **Entranceways.** Isles of Sarasota may include one or more entranceways installed by Declarant or the Association. All such entranceway(s) shall be deemed Association Property and shall be maintained, repaired or replaced by the Association and the expense thereof shall be included as a Community Expense, provided the tracts dedicated to the County on any Plat for use as Public Roads shall not be considered "Entranceways" as that term is used in this subparagraph. All other portions of the

entranceway(s) shall also be owned and maintained by the Association. All Owners agree to hold the Association harmless from any loss or claim arising within Isles of Sarasota from the occurrence of a crime or other act.

(9) **Community Walls.** The “Community Walls” are those walls located in the of Isles of Sarasota which run along: (a) the outer perimeter of the Isles of Sarasota adjacent to Honore Road, and/or any other public or private right-of-way, located on Association Property, (b) the foot (8’) wall located on the rear property lines of Lots 422-431, 11600-11636 Garessio Lane, and Lots 432-441, 5903-5939 Guarine Drive, and (c) the wall that exists west of Lot 523 Benevento Drive and the Isles Amenity Center. See Exhibit “W-1”, which is attached hereto and incorporated herein, for a physical depiction of the Community Walls. The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Community Walls necessary to maintain the Community Walls in their original condition and use.

(10) **Stormwater Management System.** Except for the portion owned and maintained by Sarasota County, the Stormwater Management System within Isles of Sarasota is a private stormwater management system. The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Stormwater Management System necessary to maintain the system in its original condition, ordinary wear and tear excepted, and in accordance with applicable law, codes and regulations, including the Isles of Sarasota Appendix C26, Construction Plan and Stormwater Design Summary form approved by the County, as well as all costs attributable to the Isles of Sarasota pursuant to the Drainage Easement(s).

(11) **Right to Add Additional Improvements.** Except as otherwise provided herein, such portions of the Association Property upon which Declarant has constructed Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located thereon. Subject to the financial restrictions of Article VIII, Section 1.K., the Association reserves the right, but shall not be obligated, to construct additional facilities and Improvements, and to alter and/or improve any existing facilities, upon the Association Property. The decision as to whether to construct additional facilities, alter and/or improve any existing facilities and the construction thereof shall be in the sole discretion of the Association’s Board of Directors, after seeking membership approval if required by the terms of this Declaration.

(12) **Monument Signs.** Declarant originally installed street identification and street directional monument signs (individually, a “Monument Sign,” and collectively, “Monument Signs”) within the Association Property. Any Monuments Signs placed within the Association Property shall be in and of such material, color, height, dimension, configuration, content, and location as the Association shall determine in its sole and absolute discretion and shall be repaired, replaced, relocated, maintained and owned by the Association which is also responsible to pay all fees associated with such repair, replacement and maintenance, and for the furnishing of electricity thereto. Nothing in this Declaration shall be construed to require Declarant to install any Monument Signs within Isles of Sarasota.

(13) **Recycling Programs.** The Board may establish a recycling program and recycling center within Isles of Sarasota and in such event, all occupants of Homes shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center

is set up to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Community Expenses.

Section 9. **COSTS.** All costs associated with insuring, operating, maintaining, repairing and replacing the Association Property shall be the obligation of the Association. The Association Property was previously conveyed to the Association in accordance with the provisions of Article III, Section 2 hereof.

Section 10. **PRIVATE USE.** For the term of this Declaration, the Association Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of the Association, and the Owners, and their family members, guests, invitees and lessees, but only in accordance with the Isles of Sarasota Documents.

A. Except to the extent herein provided, the Association Property shall be for the sole and exclusive use of the Association, its Owners and residents of Isles of Sarasota and their family members, guests, invitees and lessees.

B. The insurance, use, administration, management, operation and maintenance of the Association Property shall be the responsibility of the Association, as provided herein and in the Isles of Sarasota Documents.

C. The right to use the Association Property shall be subject to the rules and regulations established by the Association's Board of Directors.

Section 11. **COMMON STRUCTURAL ELEMENTS OF THE ATTACHED HOMES.**

1. Each building ("Building(s)") containing Attached Homes shall contain Common Structural Elements which include, but are not limited to, the following:

(a) **Utility Lines.** All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each Building and which directly or indirectly in any way service more than one (1) Home in such Building.

(b) **Stand-Alone Walls.** All division walls ("Stand-Alone Walls") between two (2) Attached Homes located upon a Lot line between two (2) Homes not connected to a structure, provided that the mere fact that such a division wall between two (2) Homes is found to be not on a Lot line shall not preclude that division wall from being a Stand-Alone Wall. The Owners of the Homes adjacent to a Stand-Alone Wall shall own such Stand-Alone Wall as tenants in common. See Exhibit "W-2", which is attached hereto and incorporate herein, for a depiction of the Stand-Alone Walls.

(c) **Unit Bearing Walls.** Any and all walls or columns necessary to support the roof structure and shares a fire wall and extends to the rear of the Lot. See Exhibit "W-3", which is attached hereto and incorporated herein, for a depiction of the Unit Bearing Walls.

(d) **Exterior Finish.** Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each Building.

(e) **Flooring.** The entire concrete floor slab and all foundational and support structures and appurtenances thereto.

(f) **Roofs.** The entire roof of a Building.

2. Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

## Section 12. **COVENANTS REGARDING ZERO-LOT-LINE SINGLE FAMILY HOMES.**

Declarant has constructed Zero Lot Line Single Family Homes. The restrictions, covenants, and provisions set forth in this Section 12 shall apply to such Zero Lot Line Single Family Homes in addition to those set forth elsewhere in this Declaration, and may be modified, deleted, or supplemented by subsequent amendment. The Association shall compile and maintain a list of all Zero Lot Line Single Family Homes.

A. **Maintenance of Exterior of Zero-Lot-Line Home.** Each Owner shall maintain the exterior of his Zero Lot Line Single Family Home, including the Stand-Alone Walls, see Exhibit "W-2", and the Unit Bearing Walls, see Exhibit "W-3", in good condition and repair in good condition and repair.

The Board may determine the need for cleaning and painting from time to time. All costs reasonably related to said repainting (including cleaning before repainting) by the Association shall be incurred as a Special Assessment against the benefitted Single Family Home. The Special Assessment which may be required to periodically clean and paint will be made pursuant to the assessment powers and lien rights set forth herein.

B. **Zero Line Easement.** Each Lot on which a Zero Lot Line Single Family Home is constructed is subject to an easement of approximately three feet one inch (3 ft 1 in.) in width which extends from the front of the Home (street side) to the rear of the Lot ("Zero Line Easement"). The Zero Line Easement is in favor of the Owner of the Lot immediately adjacent to the easement. The Zero Line Easement is a result of building code requirements, which disallow a Lot Owner's roof from overhanging property which is not owned in fee by the Lot Owner. Therefore each Lot Owner's roof overhangs a portion of his Lot, which is subject to the Zero Line Easement. Each Zero Lot Line Single Family Home is constructed within a Lot such that one side of the Home, the side which includes the Stand-Alone Wall is adjacent to the Zero Line Easement. A sketch of the Zero Line Easement was is attached to the original Declaration marked Exhibit "F."

C. **Grantee of Zero Line Easement.** The Owner of the Lot immediately adjacent to the Zero Line Easement is the grantee of the Zero Line Easement. Subject to the rights of the Association, the grantee is hereby granted the exclusive right to use and maintain real property within the Zero Line Easement. The Owner of the Lot on which the Zero Line Easement is located shall not be permitted to use or to maintain the real property within the Zero Line Easement (except for roof overhang), however, in the event of damage to

his Zero-Lot-Line Single Family Home, the Owner of the Lot on which the Zero Line Easement is located may enter upon the real property subject to the Zero Line Easement to perform repairs and replacements to his Zero-Lot-Line Single Family Home.

D. **Permissible Uses of the Zero Line Easement.** The Zero Line Easement area may be used by the grantee for maintenance, landscaping, and irrigation purposes. No landscaping material may be placed in the Zero Line Easement which would contact the Stand-Alone Wall or the roof of the Home abutting the Zero Line Easement. No irrigation shall be permitted within the Zero Line Easement which could damage the Stand-Alone Wall or roof of the Home abutting the Zero Line Easement.

E. **Stand-Alone Walls.** Maintenance of the Stand-Alone Wall shall be the obligation of the Owner of the Lot adjacent to the Stand-Alone Wall. The adjacent Lot Owner shall have an easement over that portion of the adjacent Lot on which a Stand-Alone Wall has been located, as specified herein, in order to maintain and to make superficial repairs to said Stand-Alone Wall. However, in no event, shall any Person make any structural or other changes in the walls, including, but not limited to, change of paint color, without the express written approval of the Committee, as defined in Article XII herein below. Structural repairs to the Stand-Alone Wall shall be performed solely by the Association or its assigns. In the event the Board shall determine that the Stand-Alone Wall has been damaged by the adjacent Lot Owner, that Owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent Lot Owner within thirty (30) days, unless extended by the Board, the Association shall have the right at reasonable times to enter the adjacent Lot to effect such repair, and the cost thereof shall be assessed to the adjacent Lot Owner, and, if not paid in a timely manner, shall become a Special Assessment upon such adjacent Lot. See Exhibit "W-2", which is attached hereto and incorporated herein, for a depiction of the Stand-Alone Walls.

F. **Stand-Alone Wall.** Those walls which are constructed between two adjoining Lots but not connected to a structure and are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Stand-Alone Walls." Stand-Alone Walls shall be the joint maintenance obligation of the Owners of the Lots bordering the Stand-Alone Walls. Each Owner shall have the right to full use of said wall subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said Wall. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Stand-Alone Wall which faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Stand-Alone Wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot Owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said Wall within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Stand-alone Wall, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such Wall or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such

maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such Wall repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.

G. **Failure to Maintain.** In the event an Owner of any Lot shall fail to maintain the premises and the Improvements thereon, as provided herein, the Association, after notice to the Owner, shall have the right to enter upon any Lot to correct drainage and to repair, maintain and restore the exterior of the zero-lot-line single family Homes and Stand-Alone Walls and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment against such Lot.

H. **Casualty Insurance.** Each Owner of a Zero-Lot-Line Single Family Home shall maintain physical damage insurance for such Home in an amount equal to the replacement value of the Home. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Special Assessment against such Home.

Section 13. **COVENANTS REGARDING ATTACHED HOMES.** Declarant has constructed single family Attached Homes within Isles of Sarasota. The Lot numbers and addresses of all Attached Homes are as follows:

Lots 9- 48	1948 -1943 Burgos Drive
Lots 51-52	1925-1919 Burgos Drive
Lots 55-110	1867-1401 Burgos Drive
Lots 227-272	1348 -1866 Burgos Drive
Lots 273-282	5698-5699 Cabrera Court
Lots 283-290	1598-1556 Dorgali Drive
Lots 337-342	1551-1591 Dorgali Drive
Lots 343-350	1584-1528 Ernesto Drive
Lots 384-407	5922-6026 Benevento Drive
Lots 408-419	11645-11601 Garessio Lane
Lots 420-421	5825-5821 Guarino Drive
Lots 422- 431	11600-11636 Garessio Lane
Lots 432-467	5939-5938 Guarino Drive
Lots 468-523	6050-5915 Benevento Drive

The restrictions, covenants, and provisions set forth herein shall apply to such Attached Homes, and may be modified, deleted, or supplemented by subsequent amendment. Condominium Homes are not Attached Homes.

A. **Utility Easements.** Each Attached Home Owner grants to all other Owners owning an Attached Home in the same Building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the attached Home.

Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Homes within an Attached Home Building, and which are located beneath or within the Attached Home Building shall be shared equally by each of the Attached Home Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Attached Home Owner, his lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Association Property shall be paid by the Association as a Community Expense.

B. **Unit Bearing Walls and Roof.**

The Attached Homes comprising each Building are single family Attached Homes with common walls, known as "Unit Bearing Walls," between each Home that adjoins another Home. The center line of a Unit Bearing Wall is the common boundary of the adjoining Attached Home.

Each common wall in an Attached Home shall be a Unit Bearing Wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said Unit Bearing Wall.

The entire roof of the Attached Home building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing".

If an Attached Home is damaged through an act of God or other casualty, the affected Owner shall promptly have his Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Attached Home Building. In the event such damage or destruction of a Unit Bearing Wall or shared roof is caused solely by the neglect, gross neglect, or willful misconduct of an Attached Home Owner, any expense incidental to the repair or reconstruction of such wall or shared roof shall be borne solely by such wrongdoer. If the Attached Home Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to specially assess said Attached Home Owner for the costs of such repair and reconstruction.

The cost of maintaining each side of a Unit Bearing Wall shall be borne by the Attached Home Owner using said side, except as otherwise provided herein.

No Attached Home Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roof of his Attached Home without the consent of the Board of Directors or its designee.

C. **Maintenance of the Exterior of the Attached Homes.** Each Owner shall at all times be solely and fully responsible for the preventative maintenance, maintenance, ~~and~~ care, cleaning, repair, and replacement of the exterior surfaces of his or her Attached Home. The phrase "exterior surfaces of the Attached Home" shall include, but not be limited to, the exterior walls and shared roofing. Each Owner shall be responsible for the periodic cleaning of the exterior walls and shared roofing, and the periodic re-painting of the exterior walls of the Attached Home. Repainting of the exterior surfaces of an Attached Home shall be done uniformly at the same time for both sides of the Attached Home by the Owners thereof upon written notice and demand from the Association's Board of Directors or its designee.

The Board of Directors or its designee shall determine the need and the timing for the preventative maintenance, maintenance, care, cleaning, repainting, repair, and replacement of the exterior surfaces of the Attached Homes, from time to time. The Board's determination shall be final and binding on the Owners of the Attached Homes. All costs reasonably related to the Association providing or contracting to provide said services shall be promptly paid for by the Owner of the Attached Home.

If an Owner fails or refuses to comply with the Owner's obligations under this Section 13, then, in addition to the exercise of all other legal and equitable remedies, the Association shall have the right but not the obligation, upon fifteen (15) days' written notice to the Owner of the Attached Home, to enter the property of the Owner for the purpose of performing the services referred to, set forth and described in the written notice. The determination of whether an Owner is failing or refusing to comply with the requirements of this Section 13 shall be determined in the sole and reasonable discretion of the Association's Board of Directors. Further, the Association shall be entitled, but not legally obligated, to perform such services and to levy a Special Assessment equal to the cost of performing such services plus ten percent (10%) and any such Special Assessment shall constitute a personal financial obligation of the Owner of the Attached home and a continuing lien upon the Attached Home with the same force and effect as a lien for Community Expenses.

D. **Casualty Insurance.** Each Owner of an Attached Home shall maintain physical damage insurance for such Home in an amount equal to the replacement value of the Home. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Special Assessment against such Home.

Section 14. **RULES AND REGULATIONS.** The Association's Board of Directors may, from time to time, adopt, impose and enforce rules and regulations regulating the use and enjoyment of the Association Property, the Homes and Improvements and other portions of the Isles of Sarasota. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Isles of Sarasota Documents.

Section 15. **IMPLIED RIGHTS: BOARD AUTHORITY.** The Association may exercise any other right or privilege given to it expressly by Florida law, this Declaration, Articles of Incorporation or the Bylaws, or

reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

Section 16. **DEDICATION OF ASSOCIATION PROPERTY.** The Association may dedicate portions of the Association Property to the County, or to any other local, state, or federal governmental entity, subject to such approval as may be required by this Declaration.

Section 17. **COVENANTS REGARDING CONDOMINIUM HOMES.** Homes that have been submitted to the condominium form of ownership in **Lakeside at the Isles on Palmer Ranch Section I, a Condominium** ("Condominium Homes") shall not be considered "Attached Homes" as referenced in this Declaration. The restrictions, covenants and provisions set forth in this Section and elsewhere shall apply to such Condominium Homes. Notwithstanding anything to the contrary contained in Article II, Section 13 and other provisions of this Declaration, the maintenance, repair, replacement, insurance and repair after casualty of Condominium Homes, limited common elements and common elements of the Condominium shall be as set forth in the declaration(s) of condominium creating the Condominium. The Association shall have no obligation to maintain, repair, replace, insure or repair after casualty Condominium Homes or any portion of the Condominium.

### **ARTICLE III ADDITIONS AND WITHDRAWALS FROM THE COMMITTED LANDS CONVEYANCE OF ASSOCIATION PROPERTY**

Section 1. **ADDITION AND WITHDRAWAL.** Notwithstanding anything herein to the contrary, Declarant no longer has the right to add to or withdraw portions of the Committed Lands from the provisions of this Declaration.

Section 2. **TITLE TO THE ASSOCIATION PROPERTY.** To the extent herein provided, the Association Property is hereby dedicated to the joint and several use in common of the Owners of all Homes that may, from time to time, constitute part of the Committed Lands. Declarant or its successors and assigns has previously conveyed and transferred to the Association, by quit claim deed, the fee simple title to the Association Property free and clear of any liens and the Association shall accept such conveyance, holding title for the Owners as aforesated.

The Owners shall have no personal liability for any damages for which the Association is legally liable or arising out of or connected with the existence or use of any Association Property or any other property required to be maintained by the Association.

### **ARTICLE IV OWNERS' PROPERTY RIGHTS**

Section 1. **OWNERS' EASEMENTS OF ENJOYMENT.** Subject to the Homeowners' Association Act and the Isles of Sarasota Documents, every Owner and family member, guest, lessee, agent or invitee of an Owner shall have a permanent and perpetual, nonexclusive easement for ingress and egress over,

enjoyment in, and use of Association Property within the Committed Lands, in common with all other Owners, their family members, guests, lessees, agents and invitees, which easement shall be appurtenant to, and shall pass with title to each Owner's Home. This right shall be subject to the following conditions and limitations:

A. The right of the Association to reasonably limit the number of guests, invitees or lessees of an Owner using the Association Property.

B. The right of the Association to levy Assessments against each Home for the purpose of maintaining, repairing and replacing the Association Property and facilities thereon in compliance with the provisions of this Declaration and the restrictions on the Committed Lands.

C. The right of the Association to establish uniform Rules and Regulations pertaining to the use of the Association Property.

D. The right of the Association's Board of Directors to establish uniform Rules and Regulations pertaining to the Homes and Association Property for the purposes of enhancing the aesthetic uniformity of the Isles of Sarasota.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote of two-thirds (2/3) of the voting interests present (in person or by proxy) and voting at a duly-noticed membership meeting at which a quorum is present, to borrow money, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the ~~total~~ voting interests present (in person or by proxy) and voting at a duly-noticed membership meeting at which a quorum is present agree to such dedication, release, alienation or transfer.

G. The right of the Association to grant easements, rights-of-way or strips of land, where necessary, for utilities, sewer facilities, cable television, and other services over the Association Property to serve the Association Property and other portions of the Isles of Sarasota without vote of the Owners.

H. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish, or standard of construction of such Improvement.

I. The right of the Association to replace trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Association Property.

J. The easements provided elsewhere in this Declaration which are the perpetual maintenance obligation of the Association and those set forth in this Article IV.

K. The right of the Association to provide for the use, maintenance, preservation and architectural control of Homes and other properties as set forth in this Declaration.

L. The right of the Association to take such steps as are reasonably necessary to protect the Association Property against foreclosure or other forced sale.

M. The right of the Association to suspend:

(i) the right of an Owner to use the Recreation Area(s) within the Association Property for any period during which an Assessment, fee, fine or any other monetary obligation or charge against such Owner's Home and Lot remains delinquent more than ninety (90) days; and

(ii) the enjoyment rights of any Owner, or an Owner's tenant, guest, or invitee, to use the Common Areas and Recreation Area within the Association Property for a reasonable period of time for a violation of this Declaration, the Articles, the Bylaws, or the Rules and Regulations of the Association after Notice of at least 14 days' to the person sought to be suspended and an opportunity for a Hearing before a committee. This paragraph does not apply to that portion of the Association Property used to provide access or utility service to the Lot. A suspension may not prohibit an Owner or a tenant from having vehicular and pedestrian ingress and egress to and from the Lot, including but not limited to, the right to park.

N. The right of the Board to post motor vehicle speed limits on Private Roads and the right of the Board to enter into agreements with local government traffic enforcement agencies or jurisdictions to enforce traffic laws for the Public Roads. The Board may also promulgate procedures for the enforcement of the traffic regulations on the Private Roads, including, without limitation, the assessment of fines, against Owners who violate the traffic regulations and against Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines will be levied as a special charge upon the Owner who violates the traffic regulation or upon the Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to Notice and Hearing as defined herein below. The enforcement and fining authority of this subparagraph shall not apply to Public Roads.

O. The right of the Association to make and collect Assessments against Members to defray the costs and Community Expenses of the Association.

P. The right of the Association to use the proceeds of Assessments in the exercise of its powers and duties.

Q. The right of the Association to employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association Property.

R. The right but not the legal duty or obligation of the Association to enforce by legal means the provisions of this Declaration, the Articles, Bylaws, and the Rules and Regulations for the use of the Association Property as same may be promulgated, modified, or amended from time to time by the Association.

S. The right of the Association to pay taxes and assessments which are liens against any part of the Association Property.

T. The right of the Association to pay the cost of all power, water, sewer, waste collection and other utility services rendered to the Isles of Sarasota and not billed to the Owners.

U. The right of the Association to enter any Lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, perform inspections, or to do such other work as may be reasonably necessary for the proper protection, preservation or maintenance of the Association Property.

V. The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Association Property, and the Homes for present and future utility services to the Isles of Sarasota, including, but not limited to, easements for water pipes, sanitary sewer pipes, drainage pipes, irrigation pipes, electric lines, telephone lines, cable television lines, and other services. Easements for such utility services are reserved by the Association for all buildings and improvements which have been or may be constructed on the Committed Lands, and the Association may grant specific easements to utility companies and to other Persons as may be reasonably necessary.

W. Notwithstanding the fact that parts of any sidewalk or bicycle/pedestrian path in Isles of Sarasota may be located within **Lakeside at the Isles on Palmer Ranch Section I, a Condominium**, such sidewalks or paths are subject to an easement for use by all Owners of property within Isles of Sarasota, their guests, licensees and invitees.

X. In case of any emergency originating in, or threatening the Isles of Sarasota or any Home, regardless of whether the Owner is present at the time of such emergency, the Board, or any other Person authorized by the Board, or the management agent under a management agreement, shall have the right to enter the property or such Home, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

Y. The easements, dedications and restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Isles of Sarasota.

Z. All of the provisions of this Declaration, the Articles, and Bylaws of the Association and all exhibits thereto, and all Rules and Regulations adopted by the Association as same may be amended from time to time.

AA. The right of the Association, acting on behalf of the Owners, to bid on a Home and/or Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

Section 2. **DELEGATION OF USE.** Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Association Property to the members of such Owner's family, or to the lessees who reside in such Owner's Home, subject to Florida law and all of the Rules and Regulations of the Association presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

Section 3. **RECOGNITION OF EXISTING EASEMENTS.** Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Committed Lands under this Declaration.

Section 4. **EASEMENTS FOR VEHICULAR TRAFFIC.** In addition to the general easements for use of the Association Property reserved herein and subject to the Homeowners' Association Act and the Isles of Sarasota Documents, there shall be, and the Association hereby reserves, grants, and covenants for all future Owners, their family members, guests, invitees and lessees, Institutional Mortgagees of the Committed Lands (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over any Private Roads within or upon the Committed Lands.

Section 5. **ACCESS EASEMENT.** The Association hereby reserves perpetual, nonexclusive easements of ingress and egress over and across any Private Roads and driveways within or upon Isles of Sarasota and all other portions of the Committed Lands which are necessary or convenient for enabling the Association to carry on the work, rights and duties referred to in this Declaration, which easements shall be for the use of the Association, the Association's employees, contractors and agents, the Association's successors and assigns, Owners, and the respective lessees, employees, agents, invitees, and licensees of the Association and Owners.

Section 6. **GRANT AND RESERVATION OF EASEMENTS.** The Association hereby reserves and grants the following perpetual, nonexclusive easements over and across the Committed Lands as covenants running with the Committed Lands for the benefit of the Owners, and the Association as hereinafter specified for the following purposes:

A. **Utility and Services Easements.** All of the Isles of Sarasota shall be subject to an easement or easements to provide for: (a) installation, service, repair and maintenance of the equipment required to provide utility services to the Association Property and the Homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer and drainage, and (b) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

There are hereby also reserved to the Association, and its respective assignees and designees, access and maintenance easements upon, over, across, and under all of the Committed Lands to the extent reasonably necessary for the purpose of replacing, repairing, maintaining Private Roads, bicycle/pedestrian paths, walkways, sidewalks, lakes, wetlands, stormwater management systems, street lights, identification signage, and all utilities, including, without limitation, water, irrigation, sewer, electricity, telephone, cable TV, or communication lines and systems, and for the purpose of installing any of the foregoing on property which the Association owns or within easements designated for such purposes on recorded plats or other recorded documents for the Committed Lands. This easement shall not entitle the holders of such easements to construct or install any of the foregoing systems, facilities, or utilities over, under, or through any existing Home, and any damage to a Home resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of

this easement shall not unreasonably interfere with the use of any Home, and, except in an emergency, entry onto any Home shall be made only after reasonable notice to the Owner or occupant.

The Association hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing Isles of Sarasota upon, over, across, through, and under the Association Property and such other portions of the Committed Lands on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, telephone, electricity, cable TV, or communication lines and systems. It shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, facilities, circuits, and conduits on, in, and under the Association Property, providing such company restores any disturbed area substantially to the condition existing prior to their activity.

**B. Easement for Encroachment.** All of the Committed Lands shall be subject to an easement or easements for encroachment in favor of each Owner or the Association in the event any portion of such Owner's Home or appurtenant Improvements or Improvements on the Association Property originally installed by Declarant encroaches upon any other Lot or the Association Property as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees; provided, however, that at no time shall there be any encroachment onto the surface water management system, without the consent of the SWFWMD. In no event shall an easement for encroachment exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

**C. Easement to Enter Upon Lots.** An easement or easements for ingress and egress in favor of the Association, including the Board or the designees of the Board, to enter upon the Lots for the purposes of fulfilling its/their duties and responsibilities of ownership, maintenance and/or repair in accordance with the Isles of Sarasota Documents, including, by way of example, inspection, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property and to maintain any Home in the event the Owner thereof fails to do so.

**D. Easement Over Association Property.** An easement of enjoyment in favor of all Owners, their family members, guests, invitees and lessees in and to the Association Property which shall be appurtenant to and shall pass with title to every Home, subject to the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Committed Lands and all provisions set forth in the Isles of Sarasota Documents.

**E. Structural Cross Easements.** Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements are hereby granted in favor of the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Homes and Common Structural Elements within any portion of the Committed Lands.

F. **Drainage and Irrigation Easement.** An easement for drainage, flowage and irrigation over, under and upon the Isles of Sarasota, including each of the Lots, in favor of the Association, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water stormwater management system, flowage pipes and irrigation pipes.

G. **Stormwater Management System Encroachment Easement.** An easement for encroachment over, under and upon the drainage easements located within the Lots, in favor of (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located thereon. In the event the Association requires access to any stormwater management system improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required.

Section 7. **ASSIGNMENTS.** The easements reserved hereunder may be assigned the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of the Association. The Owners hereby authorize the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon Isles of Sarasota or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, all easement rights reserved or granted to Declarant shall terminate upon Declarant no longer holding title to any Home on the Total Lands or holding a leasehold interest in any Home or holding a mortgage on a Home on the Total Lands. In addition, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

**ARTICLE V**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;**  
**BOARD: DURATION OF THE ASSOCIATION**

Section 1. **FUNCTION OF ASSOCIATION.** The Association shall be the entity responsible for management, maintenance, administration, operation and control of the Association Property. The Association shall have the right, but not the legal duty or obligation to enforce Chapter 720, Florida Statutes, this Declaration, Articles, Bylaws and such reasonable Rules and Regulations as the Board may adopt. The Association shall also have the right, but not the legal duty or obligation, to administer and enforce the architectural standards and controls set forth in this Declaration and any duly-adopted standards and guidelines, and may be required to accept delegations of duties and responsibilities from the Master Association. The Association shall perform its functions in accordance with the Master Declaration, this Declaration, the Bylaws, the Articles, and Florida law.

Section 2.       **FUNCTION OF LAKESIDE AT THE ISLES ON PALMER RANCH NEIGHBORHOODS.**

A.       Only the Homes located within **Lakeside at the Isles on Palmer Ranch Section I, a Condominium** shall be located within a Neighborhood. The Homes located within **Lakeside at the Isles on Palmer Ranch Section I, a Condominium** are also subject to additional covenants contained in the Declaration of Condominium. Lakeside at the Isles on Palmer Ranch Section I Condominium Association, Inc. is the entity responsible for enforcing the terms and restrictions of that Declaration.

B.       **The Lakeside at the Isles on Palmer Ranch Section I Condominium Association, Inc.**, upon the affirmative vote, written consent, or a combination thereof, of the majority of the Owners within the Condominium, may request that the Association provide a higher level of service or special services for the benefit of Homes in such Condominium, the cost of which shall be assessed against the benefited Homes as a Neighborhood Assessment.

C.       Except for the **Lakeside at the Isles on Palmer Ranch Section 1, a Condominium**, no additional Neighborhoods shall be created in the Isles of Sarasota.

Section 3.       **MEMBERSHIP AND VOTING RIGHTS.** Membership in the Association and the Neighborhoods shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Isles of Sarasota Documents. The voting rights of the Members shall be as set forth in the Articles. The Neighborhood Association shall not cast any vote or votes on behalf of its Members.

Section 4.       **BOARD.** The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and the Bylaws.

Section 5.       **DURATION OF ASSOCIATION.** The duration of the Association shall be perpetual, as set forth in the Articles.

**ARTICLE VI**  
**COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS;**  
**COLLECTION OF ASSESSMENTS; COLLECTION BY ASSOCIATION;**  
**CERTAIN RIGHTS OF ASSOCIATION AND INSTITUTIONAL MORTGAGEES**

Section 1.       **AFFIRMATIVE COVENANT TO PAY ASSESSMENTS.** In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Isles of Sarasota Documents; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and lessees, there is hereby imposed upon each Completed Home (as herein defined) and Lot and each Owner thereof, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Home and Lot from Declarant as evidenced by the recordation of a Deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments, Neighborhood Assessments, Landscaping Assessments and Special Assessments.

A.       **Individual Home Assessments** shall be levied equally on all Homes.

B. **Neighborhood Assessments** shall be levied equally on all Homes located in the **Lakeside at the Isles on Palmer Ranch Section I, a Condominium**. Neighborhood Assessments shall be levied equally on all Homes within **Lakeside at the Isles on Palmer Ranch Section I, a Condominium** for whose benefit Neighborhood Expenses are incurred which benefit less than the Association as a whole.

C. **Landscape Assessments** shall be levied based on dwelling type. There are six (6) types of dwellings located within the Isles of Sarasota, which are as follows:

	<b>Dwelling Type:</b>	<b>Number of Dwellings:</b>
(1)	Catalina	76 Homes
(2)	Cayman/Dublin	62 Homes
(3)	Carriage Condos	72 Homes
(4)	Capri/Carrington	178 Homes
(5)	Oakmont/Vernon Hill/Tifton/Kendal	212 Homes
(6)	Carlyle/Dunwoody/Cambridge	77 Homes

D. **Special Assessments** shall be levied as provided below.

Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Completed Home and Lot within the Committed Lands, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Isles of Sarasota Documents.

The following expenses of the Association are hereby declared to be Community Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Isles of Sarasota Documents:

(1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Association Property or against any and all personal property or Improvements thereon;

(2) all charges levied for utilities providing services for the Association Property, such as water, gas, electricity, telephone, cable television, whether bulk rate or otherwise, monitored alarm service, whether bulk rate or otherwise, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed or charged to an Owner;

(3) the premiums on policies of insurance including, but not limited to, liability, casualty and directors and officers liability insurance for the Association Property in the event the Association obtains such insurance pursuant to this Declaration, and the fees associated with an Insurance Trustee, if any;

(4) any sums necessary for the maintenance and repair of the Association Property and all Improvements located thereon;

- (5) all costs and expenses in connection with the Drainage Easement(s), if any;
- (6) administrative and operational expenses;
- (7) the costs to indemnify and defend the Association's officers and members of the Board;
- (8) assessments due to the Master Association as provided in the Master Declaration, and in the Articles and Bylaws of the Master Association, which assessments the Association shall remit to the Master Association pursuant to the terms of the Master Declaration; and
- (9) any and all expenses not included above that are reasonably deemed to be Community Expenses by the Association's Board from time to time.

The Board may, if it so determines, include reserves in the Association's annual budget. In addition, any expense which is required by this Declaration to be the matter of Special Assessment may also be deemed to be a Community Expense. Expenses which may (in whole or in part) be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise).

Community Expenses shall include Community Expenses with respect to the Association Property. Neighborhood Expenses shall include the costs of maintaining the Common Structural Elements and the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing the Common Structural Elements in the event the Association elects to perform any such maintenance or repair pursuant to this Declaration.

**Section 2. ESTABLISHMENT OF LIENS.** Each Assessment against a Home and Lot, together with interest thereon, administrative late fees, and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Completed Home and Lot.

An Owner, regardless of how his or her title to Home and Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while he or she is the Lot Owner. The Lot Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Association Property, common area or by abandonment of the

Lot upon which the Assessments are made. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Owner from the previous owner. For the purposes of this paragraph, the term "previous owner" shall not include the Association if it acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present Lot Owner's liability for unpaid Assessments is limited to any unpaid Assessments that accrued before the Association acquired title to the delinquent Lot through foreclosure or by deed in lieu of foreclosure.

Any and all Assessments made by the Association in accordance with the provisions of the Isles of Sarasota Documents with Interest thereon, administrative late fees, and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Home and Lot against which each such Assessment is made.

Said lien shall automatically relate back to the recording of the original Declaration in the Public Records of the County. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form.

Except as otherwise provided in Section 720.3085, Florida Statutes (as it is subsequently amended from time to time), notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Home and Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Home and Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Home and Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

Section 3. **COLLECTION OF ASSESSMENTS.** In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest, administrative late fee(s), and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus Interest, administrative late fees, and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

5. To charge an administrative late fee in an amount determined by the Board not to exceed the maximum amount allowed by law and interest on such Assessment from the date it becomes due, as well as any late charge as provided herein by the Association to defray additional collection costs.

Section 4. **RIGHTS UPON FORECLOSURE.** The Association, acting on behalf of the Owners, shall have the power to bid for the Home at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Home is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Home shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Home had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Community Expenses and/or Neighborhood Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. [Intentionally Left Blank].

Section 6. **RIGHTS OF INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT.** Any Institutional Mortgagee(s) shall have the right, but not the obligation and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Completed Home(s). Further, any Institutional Mortgagee shall have the right, but not the obligation and, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of Community Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Any Institutional Mortgagee paying overdue Community Expenses and/or Neighborhood Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement.

Section 7. **MONITORED ALARM SYSTEM.** The Association shall have the right to enter into an agreement ("Monitored Alarm Agreement") for monitored alarm service ("Monitored Alarm Service") for Homes in Isles of Sarasota. Any and all costs and expenses incurred by the Association under or pursuant to any Monitored Alarm Agreement(s) entered into by the Association for Monitored Alarm Service will be assessed against all Owners. It is contemplated that the Monitored Alarm Service may include features in addition to perimeter monitored alarm services such as, but not limited to, a smoke/heat detection system, push button panels for emergency calls or other features. Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Monitored Alarm Agreement shall be apportioned equally but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Monitored Alarm Agreement except to the extent, if any, that any Owner elects to receive an "Optional Alarm Service" (being a service not automatically received by all Owners entitled to receive Monitored Alarm Service pursuant to the Monitored Alarm Agreement). Each Owner who receives an Optional Alarm Service, if any, shall be responsible for paying for the costs thereof. In addition,

each Owner shall be responsible for paying any charges or other costs to register the alarm in such Owner's Home as may be required by any governmental authority. The foregoing shall in no way obligate the Association to enter into a Monitored Alarm Agreement.

Section 8. **CABLE TELEVISION SYSTEM.** The Association shall have the right to enter into an agreement ("Cable Agreement") for cable television service ("Cable Service") for Homes in Isles of Sarasota. Except as otherwise provided in Section 720.309, Florida Statutes, any and all costs and expenses incurred by the Association under or pursuant to any Cable Agreement(s) entered into by the Association for Cable Service will be assessed against all Owners of Completed Homes (as hereinafter defined). The Board shall have the right, but not the obligation, to contemplate that the Cable Service may include features in addition to television reception such as, but not limited to, long distance telephone, internet, security or other features. Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Cable Agreement shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Cable Agreement except to the extent, if any, that any Owner elects to receive an "Optional Cable Service" (being a service not automatically received by all Owners entitled to receive Cable Service pursuant to the Cable Agreement). Each Owner who receives an Optional Cable Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate the Association to enter into a Cable Agreement.

Section 9. **ASSESSMENT CERTIFICATE.** The Association shall within a reasonable time period, upon written demand, furnish to any Owner liable for any type of Assessment or other moneys owed to the Association a certificate in writing signed by an officer or authorized agent of the Association setting forth whether such Assessment or other moneys due to the Association has been paid as to any particular Home. Any person other than an Owner who relies upon such certificate receives the benefits and protections thereof. The Association may require the advance payment of a processing fee not to exceed the maximum amount allowed by law for the issuance of such certificate. For so long as required by the Homeowners' Association Act, the authority to charge a fee for the certificate shall be established by a written resolution adopted by the Board or provided by a written management, booking, or maintenance contract.

## **ARTICLE VII METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS**

Section 1. **DETERMINING AMOUNT OF ASSESSMENTS.** The total anticipated Community Expenses for each calendar year shall be set forth in the budget ("Budget") prepared and adopted by the Board as required under the Isles of Sarasota Documents. Each Completed Home shall be assessed its pro rata portion of the total anticipated Community Expenses, which shall be the "Individual Home Assessment" as to each Completed Home. In addition to Community Expenses, the Budget shall include and shall separately list Neighborhood Expenses, if any, and Landscape Expenses.

- A. **Community Expenses** for the Association Property shall be divided by the number of Completed Homes.
- B. **Neighborhood Expenses** shall be divided by the number of Completed Homes within the Neighborhood.

C. **Landscaping Expenses** are identified in Line 7110 ("GROUNDS: LANDSCAPE CONTRACT – HOMES") in the Budget and shall be levied on all Completed Homes based on the type of dwelling the Association is causing to be maintained and cared for, and then divided equally by the number of Completed Homes of that dwelling type. As noted and identified in Article VI, Section 1.D of the Declaration, there are six (6) types of dwellings located within the Isles of Sarasota Community. For example, the Association will obtain a separate accounting, bid or proposal from its selected landscaping contractor for the costs and expenses incurred for the Maintenance and Care of the lawn and landscaping of the 76 Catalina Homes. The owners of the 76 Catalina Homes will each pay an equal 1/76<sup>th</sup> share of those costs and expenses.

Notwithstanding anything in the Isles of Sarasota Documents to the contrary, only a "Completed Home" shall be obligated to pay Assessments. "**Completed Home**" shall be defined as a Home for which a certificate of occupancy or its equivalent has been issued by the appropriate governmental agency. Given that Assessments are imposed upon Completed Homes, one (1) Completed Home located on two (2) Lots shall pay the same pro-rata share of Assessments as one (1) Completed Home located on one (1) Lot and shall only have one (1) vote. The following Homes are located on two Lots:

<b>Lot Numbers:</b>	<b>Lot Address:</b>
Lot 1 & 2	address is 1906 Burgos Drive
Lot 3 & 4	address is 1918 Burgos Drive
Lot 5 & 6	address is 1930 Burgos Drive
Lot 7 & 8	address is 1936 Burgos Drive
Lot 53 & 54	address is 1913 Burgos Drive

Section 2. **ASSESSMENT PAYMENTS.** Individual Home Assessments and Neighborhood Assessments shall be payable quarterly, in advance, on the first day of each month. Quarterly Assessments not paid within fifteen (15) days of their respective due dates will incur a late charge not to exceed the greater of \$25 or five percent (5%) of the amount of the Quarterly Assessment. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments and Neighborhood Assessments. Individual Home Assessments and Neighborhood Assessments, and the quarterly installments thereof, may be adjusted from time to time by the Board due to changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required.

Section 3. **SPECIAL ASSESSMENTS.** Special Assessments include Assessments designated as Special Assessments in the Isles of Sarasota Documents, whether or not for a cost or expense which is included within the definition of "Community Expenses," and those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Home Assessment. Any Special Assessments assessed against Completed Homes and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Home Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board

shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of a majority (51%) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. Prior to the Turnover Date, a Declarant-controlled Board may make a Special Assessment without such vote of the Owners. Special Assessments are not included in the guarantee set forth in Section 5 below.

The Association may also levy a Special Assessment against the Homes in the Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of this Declaration, any amendments thereto, the Articles, the Bylaws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Neighborhood Association or Committee and an opportunity for a hearing.

Section 4. **LIABILITY OF OWNERS FOR ASSESSMENTS.** By the acceptance of a deed or other instrument of conveyance of a Completed Home in the Isles of Sarasota, each Owner thereof acknowledges that each Home and the Owners thereof are jointly and severally liable for their own Individual Home Assessments, Neighborhood Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein.

Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Completed Homes for the Community Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for himself and his or her heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay his or her Individual Home Assessment or any portion thereof, his or her Neighborhood Assessment or any portion thereof, or his respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Home Assessments, Neighborhood Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Home Assessment, Neighborhood Assessment or Special Assessment or other Assessment can and may be enforced by the Association in the same manner as all other Assessments hereunder as provided in the Isles of Sarasota Documents.

Section 5. **JOINT AND SEVERAL LIABILITY OF PAST AND PRESENT OWNERS FOR ASSESSMENTS.** An Owner is jointly and severally liable with the previous Parcel Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Parcel Owner may have to recover any amounts paid by the present owner from the previous Owner. For the purposes of this paragraph, the term "previous owner" shall not include the Association if it acquires title to a delinquent Home through foreclosure or by deed in lieu of foreclosure. The present Parcel Owner's liability for unpaid Assessments is limited to any unpaid assessments that accrued before the Association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this section, the liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Home by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The parcel's unpaid Common Expenses and regular periodic or Special Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

2. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Parcel Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

Section 6. **WAIVER OF USE.** No Owner may exempt himself from personal liability for Assessments duly levied by the Association. No Owner may release the Home owned by him/her from the liens and charges hereof either by waiver of the use and enjoyment of the Association Property and the facilities thereon or by abandonment of his Home.

## **ARTICLE VIII MAINTENANCE AND REPAIR OBLIGATIONS**

Section 1. **BY THE ASSOCIATION.**

A. The Association, at its expense, shall be responsible for the reasonable maintenance, repair and replacement of all of the Improvements and facilities located upon the Association Property. Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any Owner installed alterations, improvements or upgrades to the Owner's Home or Lot, including without limitation, Owner installed landscaping, loss of use, lost rent, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain and repair the lawn, and a landscape irrigation system constructed over, through and upon the Association Property and the Lots as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system, including any monthly fees and other costs of water usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the irrevocable right to enter upon the Association Property and any and all Lots for the purpose of operating, maintaining, repairing and replacing a landscape irrigation system over, through and upon the Association Property and the Lots.

C. The Association shall operate, maintain and repair the Stormwater Management System constructed over, through and upon the Isles of Sarasota. There is hereby reserved in favor of the Association the irrevocable right to enter upon the Association Property and the Lots for the purpose of operating,

maintaining, repairing, and replacing the Stormwater Management System, through and upon the Isles of Sarasota. The Association shall be responsible for all costs associated with all cleaning, maintenance, repairs and replacement of any portion of the Stormwater Management System and dry retention area necessary to maintain the system in its original condition and use.

D. Except for landscaping installed by the Owner or the Owner's predecessor in title, the Association shall maintain and care for all landscaping and grassed areas encompassed within each Lot and the Association Property. "Maintenance and care" within the meaning of this Subsection D. shall include irrigating, fertilizing, spraying and trimming of landscaping and grassed areas; provided, however, the Association shall be entitled to conduct selective thinning to maintain a harmonious environment. If an Owner plants trees, shrubs, plants, bushes, and/or any other landscaping on his/her Lot (with the prior written consent of the Association), such Owner shall be solely responsible for the maintenance, repair and replacement of same. The Association shall maintain a list of all such Owner installed landscaping.

E. The Association shall be responsible for the maintenance, repair and replacement of all Private Roads and common parking areas located upon the Association Property and there is hereby reserved in favor of the Association the irrevocable right to enter upon any and all parts of the Association Property and Lots for such purpose.

The Association shall be obligated to also provide maintenance pursuant to that certain Maintenance Agreement of Landscaping, Irrigation, Pavers, Subdivision Identification Signage, Decorative Bridge Enhancements and Lighting dated June 9, 2005 and recorded as Official Records Instrument 2005124680, 2 Pages, in the Official Records of the County, which includes the maintenance and repair of all landscaping, irrigation, subdivision identification columns and signage, paver bricks, decorative bridge enhancements and lighting located within the County Right-of-Way in the Isles of Sarasota, Unit 1, the Isles of Sarasota, Unit 2, and for the repair of any damage to the County roadway caused by operation, repair or maintenance of the aforesaid appurtenances, and to at all times maintain the system in compliance with A Policy on Geometric Design of Highways and Streets 1994, published by the American Association of State Highway and Transportation Officials (Sight Distances), and does hereby grant to the County and any of its agencies legal accessibility to rectify any future maintenance related complaints or problems associated with the landscaping, irrigation, subdivision identification columns and signage, paver bricks, decorative bridge enhancements and lighting at the expense, including any legal fees, of the Association should the Association not rectify the maintenance related problem(s) within thirty (30) days of written notification from the County engineer.

To the extent permitted by the appropriate governmental authority, the Association shall have the right, but shall not be obligated, to also provide maintenance of all city, County, district or municipal properties which are located in a reasonable proximity of the Committed Lands to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Isles of Sarasota, including the right to enhance the landscaping in any public right of way.

F. The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in Isles of Sarasota; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by Florida Power and Light, the municipal electric service or lighting located within Tracts dedicated to the County as Public Roads on any Plat. The

Association may, if the Board so determines, change to more energy-efficient light bulbs in its common lighting.

G. The Association may, if the Board so determines, paint the exterior surface of the walls, doors, and window frames of the Homes within attached Buildings (using the same colors as originally used by Declarant), and may, if the Board so determines, assume the responsibility to maintain all or a portion of the Common Structural Elements. Any proposed change in the paint scheme of Homes within the Isles of Sarasota shall require the affirmative written approval or vote of two-thirds (2/3) of the voting interests present (in person or by proxy) and voting at a membership meeting at which a quorum is obtained. There is hereby reserved in favor of the Association the irrevocable right to enter upon any and all Lots for the purpose of such maintenance if the Board determines to assume such responsibility.

H. The Association shall be responsible for the maintenance and repair of any Areas of Common Responsibility, if any.

I. The Association shall be responsible for maintenance, ~~and~~ repair and replacement of the common mailboxes, if any, and the cost thereof would be a Community Expenses. The Association may, if the Board so determines, change the style, color and appearance of the common mailboxes.

J. Pursuant to the terms thereof, the Association is responsible for any maintenance, service, repair and replacement of Stormwater Management System and facilities located on the Isles of Sarasota in accordance with the Drainage Easement(s) (i.e., those certain drainage easements set forth in a Plat). Declarant has previously assigned to the Association all of Declarant's obligations under the Drainage Easement(s). All costs associated with such obligations under the Drainage Easement(s) are hereby deemed to be Community Expenses.

K. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Association Property and/or the Building which contain attached Homes having a cost not in excess of one percent (1%) of the Association's annual budget. All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Association Property and/or Building which contain attached Homes which materially and adversely affects the rights of the Owner of any Home to the enjoyment of his Home or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Home consent thereto in writing.

L. The Association shall be responsible for those maintenance and certain other obligations, if any, which the Master Association has delegated to the Association in accordance with the terms of the Master Declaration.

M. All expenses incurred by the Association in connection with the services and maintenance described in Paragraphs A through L, inclusive, are Community Expenses payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through K of this Section 1 be proximately caused by the negligence, gross negligence ~~of~~, intentional conduct or misuse by an Owner, his/her family, guests, contractors, servants, invitees, or lessees, such Owner shall be responsible therefor, and the Association shall have the right to

levy a Special Assessment against such Owner's Home and said Special Assessment shall constitute a lien upon the appropriate Home with the same force and effect as liens for Community Expenses.

N. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Isles of Sarasota.

Section 2. **BY THE OWNERS**

A. The Owner of each Home must keep and maintain his or her Home and the Improvements thereon, including the Common Structural Elements therein, if any, which are not maintained by the Association, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his or her Home, including the Common Structural Elements therein, if any, which, if omitted, would adversely affect Isles of Sarasota, the other Owners or the Association and its Members in the sole opinion of the Board of Directors; however, notwithstanding the foregoing, the Board of Directors, in its sole business discretion, shall have the power and authority to require the Association, rather than the Owners of each Home, to keep and maintain each Home, and the Improvements thereon, including the Common Structural Elements therein and including equipment and appurtenances, in good order, condition, and repair, and to perform all maintenance and repair work within each Home, including the drywalls within the Homes, in which case the maintenance provisions with respect to Association Property would apply. The Owner of each Home shall be responsible for any damages caused by a failure to so maintain such Home and Common Structural Elements, if any.

The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited, to the caulking and maintenance of the doors and windows (including glass and frame) of the Home, and the exterior surface of such doors and windows shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Home further agrees that in the event he or she damages any portion of the central irrigation system located upon his or her Lot, the Owner shall be responsible for repairing said damage. The Owner of a Home further agrees to pay for all utilities, such as telephone, cable television, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to his or her Home. The Owner of each Home shall be responsible for insect and pest control within the Home. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at his/her own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association or by the Owner, the proceeds of the insurance received shall be payable to and used by the Association for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to or available for such maintenance, repair or replacement.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home clean, and take necessary measures to retard and prevent mold from accumulating in the Home. Each Owner of a Home shall be responsible for damage to his or her Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home

resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold.

B. The Owner of each Home shall keep the sidewalk located on his or her Lot level, mold and mildew free, clean and free from any impediments to pedestrian traffic.

C. The Owner of each Home shall be responsible for the painting of the exterior surface of the garage doors and for the maintenance, repair and replacement of any garage door openers, remotes, motors, springs, tracts, and any and all other equipment or mechanisms associated with the garages located within his or her Home.

D. The Owner of each Home shall, on a routine basis, wash all windows located within his or her Home.

E. An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot without the prior written approval of the Association. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Lot, such Owner and any subsequent Owner of that Lot shall be responsible for maintaining and replacing at the Owner's sole expense such shrubs, trees and/or landscaping.

F. The Owner of each Home shall be responsible for maintaining in good condition and repair the balconies, if any, of his or her home, as well as maintaining, repairing and replacing any sliding doors or screens adjacent to or part of the balcony ("Balcony"), if any. In the event any repair related to the construction of the Balcony is required, the Owner of each Home shall be responsible for such repair. If the Home Owner of the Home installs a covering on the surface of the Balcony, such as but not limited to tile, then the covering shall remain the personal property and the maintenance, repair, and replacement responsibility of such Home Owner. No Owner may install a covering on the surface of the Balcony which will affect the slope or drainage of a Balcony. The Owner of each Home shall be responsible for any painting of the exterior walls of the Balcony unless the Board determines that the Association shall assume this responsibility.

G. If a Home is damaged by fire or other casualty, including the Common Structural Elements therein, if any, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board. Notwithstanding the foregoing, in the event the Board determines that the Association shall assume the responsibility of repairing the Common Structural Elements, the Owner shall be relieved of such responsibility. The Association shall be obligated to notify every Owner of such election in writing.

H. Each Owner shall keep insured the interior portions of his or her Home and his or her personal property (including, but not limited to, all floor, wall, ceiling coverings, electrical fixtures, appliances, air conditioner, or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing and all air conditioning compressors, whether or not located within the Home boundaries, etc.).

I. The Owner of each Home shall maintain property and casualty insurance on each Building (as well as the Common Structural Elements and the drywall located within the interior portions of a Home) in which Homes are located in accordance with the provisions of Article XI hereof. Evidence of the coverage described in this Paragraph I shall be furnished to the Association within thirty (30) days following ~~promptly~~ upon the Board's written request. No Owner shall cancel such insurance without at least thirty (30) days prior written notice to the Association. Notwithstanding the foregoing, in the event the Board elects to purchase casualty insurance for the Common Structural Elements, the Owners shall be relieved of such responsibility. In that event, the insurance proceeds for the repair and rebuilding shall be paid to the Association and not the Owner.

J. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance to cause an Owner to comply. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Home with the same force and effect as a lien for Community Expenses.

K. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain the Home, landscaping or any other area required to be maintained by the Owner, then, in addition to the exercise of all other remedies, the Association shall have the right but not the obligation, upon fifteen (15) days' written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he or she has the maintenance responsibility shall be determined in the sole discretion of the Association's Board of Directors. Further, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and any such Assessment shall constitute a lien upon the applicable Home with the same force and effect as a lien for Community Expenses.

Section 3. **NEIGHBORHOOD'S RESPONSIBILITY.** Where appropriate and upon resolution of the Board, the a Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of maintenance of certain Association Property within or adjacent to such Neighborhood, which may include, without limitation, the costs of maintenance of any right-of-way and landscaped area between the Neighborhood and adjacent Public Roads, private streets within a Neighborhood, if any, and lakes within a Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

Section 4. **DAMAGE TO BUILDINGS.** The Owner of any Home which has suffered damage may apply to the Association for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Association, upon the approval of the Master Association, shall grant such approval only if, upon completion of the work, the exterior appearance will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, the Association approval will not be required prior to the commencement of such work, so long as the exterior appearance will be substantially similar to that which existed prior to the date of the casualty; however, the Association may only commence such work with the approval of the Master Association.

The Owner or Owners of any damaged Building and/or the Association shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or her or its reasonable control.

Section 5. **Completed Home Located on Two (2) Lots.** Notwithstanding anything to the contrary contained in this Declaration, the Owner of one (1) Completed Home located on two (2) Lots is prohibited from building two (2) Homes on such Lots under any context, including, without limitation, tearing down one (1) Completed Home and building two (2) new Homes, or building more than one (1) new Home following a casualty to the one (1) Completed Home.

## **ARTICLE IX USE RESTRICTIONS**

All of the Committed Lands shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional Rules and Regulations which may, from time to time, be adopted by the Association's Board of Directors:

Section 1. **ENFORCEMENT.** Failure or refusal of an Owner or any person to comply with any limitations or restrictions in this Declaration or any of the Isles of Sarasota Documents, or with any rules and regulations promulgated by the Association's Board of Directors, shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

Notwithstanding the rights of the Association hereunder to enforce to the terms and provisions of the Isles of Sarasota Documents, the SWFWMD shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any failure by the Association to operate, maintain and repair the Stormwater Management System in accordance with the applicable environmental resource or surface water management permit issued for Isles of Sarasota.

In addition to all other remedies, the Association may levy reasonable fines. A fine may not exceed \$250 per violation against any Member or any Member's tenant, guest, or invitee for failure of the Owner of the Home or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Bylaws, Articles of Incorporation or reasonable Rules and Regulations of the Association. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for a hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000 may not become a lien against a Home; however, a fine of more than \$1,000 may become a lien against a Home, provided the following procedures are adhered to:

A. **Notice.** The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed by the Association's Board of Directors without notice of at least fourteen (14) days to the person ~~Owner~~ sought to be fined or suspended and an opportunity for a hearing before a Fining committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse,

parent, child, brother or sister of an officer, director, or employee of the Association. If the Fining committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. **Hearing.** After receipt of the notice required above, the person sought to be fined may request a hearing before the Fining Committee. The role of the Fining Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the Fining Committee rejects the fine or suspension, it shall not be imposed. If the Fining Committee confirms the fine or suspension, then the Association shall provide written notice of the fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner.

C. **Payment.** A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. **Fines.** In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. **Failure to Pay Assessments.** Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because such Owner's failure to pay Assessments or other charges when due.

F. **Access.** Suspension of use rights to Association Property shall not prohibit an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Home, including, but not limited to, the right to park.

Section 2. **NUISANCES.** No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of Isles of Sarasota nor shall anything be done therein or thereon which may be or become an unreasonable annoyance or a nuisance to any Owner, resident or to the Association. No use or practice shall be allowed in, on or around the Homes which is a source of annoyance to Owners, residents or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Notwithstanding anything to the contrary herein, so long as any activity which is carried on or in a Lot is allowable within applicable zoning regulations, no such activity shall be deemed a nuisance hereunder.

Section 3. **PARKING AND VEHICULAR RESTRICTIONS.** Vehicles shall be parked only in the garages or in the driveways serving the Homes or Lots or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable rules and restrictions adopted by the Board. Vehicles shall not be parked overnight on Private Roads or swales. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, and boat trailers must be parked entirely within a garage unless otherwise approved in writing by the Board.

No motorcycle, truck, trailer, boat, van, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), non-passenger van (i.e., any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Isles of Sarasota, any driveway, or designated parking space within the Isles of Sarasota except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, (3) trucks rated not more than one-half ton capacity (i.e., not larger than a Ford F150 or GMC 1500) may park overnight in the driveways serving the Homes or Lots or in the appropriate spaces or designated areas in which parking may be assigned, and (4) upon such portions of the Isles of Sarasota as the Board may, in its discretion, allow. Vehicles over eighty (80) inches in height, or those vans or trucks which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited vehicle, car or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator. No Owner shall keep any vehicle on any Lot, except fully enclosed within his or her garage, which is deemed to be a nuisance by the Board. However, the Board may temporarily or permanently approve an otherwise prohibited vehicle based on any uniform standards or guidelines adopted by the Board from time to time, so long as the vehicle fits between the garage and the sidewalk so as to not partially or fully block the sidewalk.

No garage shall be used as a living area. No garage shall be physically altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

Notwithstanding anything to the contrary set forth in Section 3, a law enforcement officer may park his or her law enforcement vehicle in this Subdivision. A law enforcement officer may also park his or her law enforcement vehicle in the driveway and other designed parking areas on a temporary basis as a guest of a Unit's occupant.

Section 4. **NO IMPROPER USE.** No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Isles of Sarasota. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of, the Owner of the Home.

Section 5. **LEASES.** No bedroom or other portion of a Home (other than an entire Home) may be rented. No entire Home may be rented for a term of less than four (4) consecutive months. A Home shall not be rented more often than three (3) times in a calendar year. Not less than twenty (20) days prior to the effective date of any lease, the Owner shall furnish to the Association a copy of the lease. All leases shall provide or shall be deemed to automatically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Homes. The Owner of a leased Home shall be jointly and severally liable with his or her tenant for compliance with the Isles of Sarasota Documents and to the Association to pay any claim for injury or damage to property

caused by the negligence of the tenant. Every lease shall be subordinated to the Isles of Sarasota Documents and to any lien filed by the Association whether before or after such lease was entered into.

Section 6. **ANIMALS AND PETS.** No animals shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept on the Lot, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. No Owner shall be permitted to maintain on his or her Lot any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Service animals and emotional support animals ("ESA") shall be allowed if reasonable necessary to accommodate a person with a handicap or a disability. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home, or on any balcony or patio, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Isles of Sarasota. If a dog or any other animal becomes obnoxious or is a nuisance to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Isles of Sarasota. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

Section 7. **ADDITIONS AND ALTERATIONS.** No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home or balcony or patio, if applicable, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, patios, balconies, driveways and walkways, without the prior written approval of the Committee, as herein below defined, which approval may be withheld for purely aesthetic reasons, and all applicable governmental entities. Additionally, no Owner shall make any improvement, addition or alteration to the interior of his or her Home that would affect the fire protection, electric, plumbing or other like system without the prior written approval of the Committee.

Section 8. **INCREASE IN INSURANCE RATES.** No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Isles of Sarasota not owned by such Owner.

Section 9. **SLOPES AND TREES.** No Owner or other person may engage in any activity which will change the slope or drainage of a Lot. No additional trees or other landscaping are permitted to be planted on the Isles of Sarasota without the prior written consent of the Board of Directors or the appropriate Committee.

Section 10. **SIGNS.** No sign (specifically including, but not limited to, "for sale", "for rent" or "open house" signs), display, poster, or other advertising device of any kind may be displayed in public view of any portion of any Building or other Improvement in the Isles of Sarasota or in or about an automobile without the prior written consent of the Board of Directors or its designee. The Association may post signs in furtherance of its functions and powers under the Isles of Sarasota Documents. An Owner may display a sign of

reasonable size provided by a contractor for security services within ten feet (10") of any entrance to the Home. A contractor may display a sign of reasonable size required by Sarasota County during construction or improvement to a Home.

Section 11. **TRASH AND OTHER MATERIALS.** No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Isles of Sarasota, except in sanitary, self-locking containers located in the garage of each Home or dumpsters designated for such purpose, and no odor shall be permitted to arise therefrom so as to render the Isles of Sarasota or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Isles of Sarasota (except during construction approved by the Association, or when accumulated by the Association for imminent pick-up and discard). Trash shall be placed in front of each Home or in designated dumpsters no earlier than 5:00 p.m. the night before pick-up and trash receptacles shall be removed no later than midnight on the day of pickup.

Section 12. **TEMPORARY STRUCTURES.** No tent, shack, shed or other temporary building or Improvement, other than separate construction trailers to be used by the Association shall be placed upon any portion of the Isles of Sarasota, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Isles of Sarasota.

Section 13. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any of the Isles of Sarasota, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 15. **WATER SUPPLY.** No individual water supply system shall be permitted on any of the Isles of Sarasota, provided that a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 16. **LANDSCAPING.** Any landscaping, artificial vegetation, exterior sculpture and similar items planted or placed upon any Lot must be approved in writing by the Board of Directors or its designee prior to installation. The Owner assumes complete responsibility to maintain and replace the landscaping planted by the Owner.

Notwithstanding that an Owner has obtained the approval of the Board or its designee to install landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk and expense. In the event any construction activity on an adjacent Lot causes damage to or destruction of such Owner's landscape materials or any part thereof, the Owner on whose Lot the landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such landscape materials in

conformance with the requirements of the Association's approval of the initial installation of the landscape materials and the Association shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees.

In addition, the installation of any landscaping placed upon any Lot is subject to easements which run with the land. In the event the grantee of any such easement which runs with the land (i.e., FPL), its successors and/or assigns, requires the removal of any landscaping upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the landscaping. If the grantee of any such easement fails to restore the removed landscaping, it shall be the Owner's responsibility to restore any removed landscaping on the Lot to at least such condition as originally established by Declarant. The Owner of a Lot in installing any landscaping upon the Lot shall comply with all valid laws, zoning ordinances and regulations of the city and County governmental bodies, as applicable, in addition to Association approval.

Section 17. **ANTENNAE.** No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Isles of Sarasota or upon any improvements thereon, unless expressly approved in writing by the Board, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association's Board of Directors is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association's Board of Directors may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street and integrated with the Isles of Sarasota and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible dishes or antennae may, but is not obligated, submit plans and specifications for same to the Association to ensure compliance with the Association's rules, if any, governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae. This Section 17 shall not apply to the Association.

Section 18. **GARAGES.** No Owner shall enclose any portion of his or her garage or convert his or her garage into living space. No garage shall be physically altered in such a manner that reduces the number of automobiles that could have reasonably been parked in the garage as originally constructed. When not in use, Owners shall keep their garage doors closed. Each Owner shall keep his or her garage free from clutter so that at all times his or her car can easily be parked in his or her garage.

Section 19. **CONVEYANCES, TRANSFER, AND ENCUMBRANCES OF HOMES.**

In order to assure a community of congenial residents and thus protect the value of the Homes in Isles of Sarasota, the sale or lease of Homes shall be subject to the following provisions:

(A) **Notice to Association.** Not less than 20 days prior to: (i) the date of any closing of a sale, or (ii) the effective date of any lease; the Owner shall notify the Association in writing of his or her intention to sell or lease his or her Home and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided in paragraphs (C) and (D) below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association. The Association may require the use of a Board approved written application form for all notices required under this Section 19.

(B) **Lease Agreement Terms.** Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than four (4) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the Assessments as stated above, and it shall be the obligation of all Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, an Owner, by leasing his Home, automatically delegates his right of use and enjoyment of the Association Property and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

(C) **Association Approval.** Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the Owner's mailing address for all future Assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

(D) **Delinquent Owners.** Notwithstanding the provisions above, in the event that an Owner is delinquent in paying any Assessment, fee, fine or other monetary obligation owed to the Association or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Isles of Sarasota Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent Assessment, fee, fine or other monetary obligation owed to the Association is paid and/or until any violation of the Isles of Sarasota Documents is corrected.

(E) **Gift, Devise or Conveyance.** Any person who becomes an Owner by gift, devise or conveyance shall within ten (10) days after such transfer furnish the Association with his or her name and such other information as the Association may reasonably require.

(F) **Surviving Spouse and Immediate Family.** If an Owner should die and the title to his or her Lot shall pass to his or her surviving spouse or to any immediate member of his or her family, such successor in title shall fully succeed to the ownership, rights, duties and obligations of the Owner.

(G) **Rights of Institutional Mortgagees.** The provisions of this Section 19 shall in no way be construed as affecting the rights of an Institutional Mortgagee owning a recorded institutional first mortgage on any Lot and the rights hereinabove set forth shall remain subordinate to any such institutional first mortgage. Further, the provisions of this Section 19 shall not be applicable to purchasers at foreclosure or other judicial sales of Institutional Mortgagees; or to transfers to Institutional Mortgagees.

Section 20. **TOWELS ON BALCONIES.** No towels shall be permitted to be hung from the balconies.

Section 21. **GARAGE SALES.** No garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be carried on in or about Isles of Sarasota

Section 22. **HURRICANE SEASON.** Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to his or her departure by removing all furniture, potted plants and other movable objects, if any, from his or her balcony, patio, and/or Lot, and designate a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. Other than shutters installed by Declarant, at no time shall permanent hurricane shutters be permanently installed without the prior written approval of the Committee. Storm shutters and panels which are not permanently installed shall be put in place or closed not more than five (5) days before and five (5) days after a storm event (a "storm event" is defined as a meteorological event in which winds in excess of fifty (50) miles per hour and rainfall has occurred, or is expected to occur).

Section 23. **ENCLOSURES.** No enclosures of any kind, including but not limited to, glass and screen enclosures, shall be constructed or placed on the balconies or patios, if applicable, without the prior written approval of the Board or its designated agent or Committee.

Section 24. **RESIDENTIAL USE.** The Isles of Sarasota shall be used only for single family, residential, recreational, and related purposes. The Homes and Association Property may be used only for residential, recreational, and those purposes provided in the MDO and IDO, which allow certain flexibility in assigning and reassigning various land uses to the real property within Isles of Sarasota (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Association, and limited commercial capacities). The Association reserves the right and the power to assign and reassign various land uses to real property within Isles of Sarasota in accordance with the MDO and IDO, or any amendments thereto, and to inaugurate and implement variations from, modifications to, or amendments of the IDO and any other governmental plans, land development regulations, development orders and development permits applicable to Isles of Sarasota.

Section 25. **MASTER ASSOCIATION USE RESTRICTIONS.** The Total Lands are subject to restrictions pursuant to Article 6 of the Master Declaration concerning mining, drilling, dredging, alteration of drainage, intrusion into wetlands and lakes; protection of wildlife and archaeological and historical sites; antennas, aerials, disks and flagpoles; energy conservation; litter; radio equipment; casualty destruction to structures; animals; garbage containers, oil and gas tanks; air conditioners; solar collectors and pool equipment; maintenance; temporary structures; nuisances; vehicle maintenance and repairs; approval of specifications and locations of structures; and subdivision and regulation of land.

Section 26. **OCCUPANTS BOUND.** All provisions of the Isles of Sarasota Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all tenants, guests, invitees, residents, contractors, and occupants of any Home.

Section 27. **LIGHTING.** Except for holiday decorative lights, which may be displayed between the third Thursday of November and January 10 only, all other exterior lights must be approved in writing by the Board. Except for holiday decorative lights, all exterior lighting must have white bulbs. Non-holiday exterior lights may only be installed after they have been approved in writing by the Board or its designee. The Board may adopt reasonable Rules and Restrictions governing exterior lighting.

Section 28. **LAKES, CANALS, AND WATER BODIES.** All lakes, canals, and water bodies shall be primarily aesthetic amenities and all other uses thereof, including, without limitation, fishing, boating, swimming, playing, or use of personal flotation devices, shall be subject to the Rules and Regulations promulgated by the Board. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, canals, or water bodies within the Isles of Sarasota.

The lakes or ponds within Isles of Sarasota contain littoral areas, which are required by State and County regulations to be vegetated with native plants, and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provided habitat for native animal species. No Owner shall alter vegetation growing upon a littoral area without written authorization from Sarasota County's Resource Protection office. Alteration shall include, but not be limited to, cutting, mowing, pulling, planting, and the introduction of grass carp.

Section 29. **WINDOWS.** All draperies, curtains, shades, or other window coverings installed in a Home, and which are visible from the exterior of the Home, shall have a white backing, unless otherwise approved in writing by the Board.

Section 30. **POOLS.** No above ground pools shall be erected, constructed or installed on any Lot.

Section 31. **IRRIGATION.** No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Isles of Sarasota shall be installed, constructed or operated by an Owner within the Isles of Sarasota unless prior written approval has been obtained from the Committee and such sprinkler or irrigations systems are not prohibited by County regulation.

Section 32. **DRAINAGE AND SEPTIC SYSTEMS.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than the Southwest Florida Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves a perpetual easement across the properties for the purpose of altering drainage and water flow. Septic systems are prohibited in Isles of Sarasota.

Section 33. **TREE REMOVAL.** No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Board or its designee.

Section 34. **SIGHT DISTANCE.** All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub, or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 35. **BUSINESS USE.** The Lots shall be used solely for single family purposes. Nothing herein shall be deemed to prevent an Owner from leasing a Home to a single family, subject to all of the terms, conditions, and covenants contained in this Declaration. The Lots shall not be used in any trade, business, professional, or commercial capacity. This restriction shall not apply to the Association.

Section 36. **GOLF CART.** All golf carts leased, owned, or otherwise used by Owners may be parked, placed, or stored only in the garages of each Home. No golf cart shall be placed, parked, or stored on the lawn of any Home or on any portion of the Association Property, unless such area is specifically designated as a golf cart parking area by the Board. No golf cart shall be driven outside the entrance area or boundaries of Isles of Sarasota. Owners of golf carts, by operating same within Isles of Sarasota shall be presumed to have released the Association of all liability arising from an Owner's use or misuse of his or her golf cart. Each year, the owners of golf carts shall provide the Association with proof of liability insurance in connection with the operation of their golf carts, and such insurance shall have such limits as shall be approved by the Association's Board of Directors in its sole discretion. Each such insurance policy shall name the Association as an additional insured, and shall provide the Association with thirty (30) days' notice prior to its cancellation. An Owner who uses a golf cart shall be held fully responsible for any and all damages resulting from the use or misuse of a golf cart caused by the Owner, his or her family members, guests, licensees, invitees, employees, or agents, and the Owner shall reimburse the Association for any and all damages the Association may sustain by reason of such use or misuse. Such damages shall be collectible as a Special Assessment pursuant to the procedures for such assessments set forth herein.

Section 37. **UNSIGHTLY CONDITIONS.** All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Homes and/or Lots, and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery and equipment, and other similar items of personal property shall be obscured from view of adjoining streets, Homes, Lots or Association Property. All Homes and/or Lots shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain his Home and/or Lot as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths

from any Home and/or Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Isles of Sarasota; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Home and/or Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the Home and/or Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

Section 38. **SUBDIVISION OF HOME.** Homes shall not be further subdivided or separated by any Owner, and no portion less than all of any such Home, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

Section 39. **ENERGY CONSERVATION EQUIPMENT.** All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Home; and all such equipment shall be painted consistent with the color scheme of the roof of the Home. This provision is not intended to prohibit the use of solar energy devices.

Section 40. **RECREATIONAL FACILITIES.** All recreational facilities and playgrounds furnished by the Association or erected within the Committed Lands, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person or persons for any claim, damage, or injury occurring thereon or related to use thereof.

Section 41. **RULES AND REGULATIONS.** The Owners, tenants, residents, occupants, guests, invitees and their family members shall abide by each and every Rule and Regulation promulgated from time to time by the Board or a committee of the Association. The Association or its authorized representative shall give each person in violation of the Rules and Regulations, written notice of the violation by U.S. Certified Mail, return receipt requested, and fourteen (14) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending person and the Owner (for himself or for his family, guests, invitees, or lessees) shall be jointly and severally liable to the Association for all fines and costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in mediation, arbitration, trial or appellate proceedings (all levels), bankruptcy or otherwise.

Section 42. **RESTORATION AREA C.** Restoration Area C, as depicted on the Isles of Sarasota Unit 1 Plat, is a Preservation Area. As such, Owners shall not conduct any activities that impact Restoration Area C or the other Preservation Areas, if any.

Section 43. **FLAGS.** An Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner,

not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's real property if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county in which the flagpole is erected and all setback and locational criteria contained in the Isles of Sarasota Documents.

**ARTICLE X**  
**DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY**  
**AND/OR COMMON STRUCTURAL ELEMENTS**

Damage to or destruction of all or any portion of the Association Property and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same, shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property and/or Common Structural Elements then the Association, shall cause such Association Property and/or Common Structural Elements to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Fifty Thousand Dollars (\$50,000.00) or less (Such amount is based on the value of the dollar in 2005 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Association Property and/or Common Structural Elements, to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Community Special Assessment for the restoration of Association Property or a Neighborhood Special Assessment for the restoration of Common Structural Elements, but in either case proportionately against each of the Homes in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property and/or Common Structural Elements, exceeds said proceeds by over Fifty Thousand Dollars (\$50,000.00) (such amount is based on the value of the dollar in 2005 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (a) to rebuild and restore

either: (i) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Homes; or (b) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property and/or Common Structural Elements shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner.

D. Each Owner shall be liable to the Association for any damage to the Association Property and/or Common Structural Elements not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his or her family, lessees, invitees, contractors, and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a pro rata distribution in accordance with the collection of such Special Assessments.

F. The Board shall be entitled to retain an "Insurance Trustee" whose powers shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as necessary in connection with the foregoing.

## **ARTICLE XI INSURANCE AND CONDEMNATION**

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Community Expenses with respect to Association Property and part of the Neighborhood Expenses with respect to Common Structural Elements:

### **Section 1. CASUALTY INSURANCE.**

A. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property. Such property and casualty insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Isles of Sarasota in construction, location and use.

Unless the Board elects to obtain such casualty insurance, the Owner of each Home shall maintain a policy or policies to insure his or her Home from all physical damage and liability losses with such policy naming the Association as an additional insured. Unless the Board has elected to make the Association responsible for the repair and rebuilding of the Common Structural Elements, if a Home is damaged by a casualty, the affected Owner shall promptly have his or her Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Home. The Board of Directors may in its sole business discretion establish periodically the minimum physical damage and liability insurance coverage, deductibles, and endorsements to be maintained by each Owner. Upon written request of the Association, each Owner shall provide a certificate of insurance coverage to the Association to evidence compliance with the minimum physical damage and liability coverage and endorsements set by the Board of Directors. Notwithstanding the foregoing, the Board of Directors, in its sole business discretion, shall have the power and authority to require the Association, rather than of the Owners of each Home, to acquire casualty insurance for the Common Structural Elements and the drywalls within the single family attached townhomes and/or duplexes in which case the insurance provisions with respect to Association Property would apply and all insurance proceeds for the repair and rebuilding thereof shall be paid to the Association.

B. The Association shall maintain a policy or policies to insure the Association Property improvements and personal property from casualty losses, which shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

(1) The coverages for casualty losses will EXCLUDE the following:

(i) Land, foundations, excavations or other items that are usually excluded from insurance coverage; and

(ii) Any floor, wall, and ceiling coverings.

(2) The coverage for casualty losses will INCLUDE, where applicable, the following:

(i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;

(ii) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

(iii) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

(iv) Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

(v) Steam Boiler Endorsement, if applicable, providing at least \$50,000.00 coverage for each accident at each location; and

(vi) A standard mortgagee clause naming, when appropriate, the Federal National Mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors and assigns.

(3) When appropriate and possible, the policies shall waive the insurer's right to:

(i) Subrogation against the Association and against the Owners, individually and as a group;

(ii) The prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

(4) In addition, the policy shall provide that:

(i) Any Insurance Trust Agreement will be recognized;

(ii) The policy shall be primary, even if an Owner has other insurance that covers the same loss; and

(iii) The named insured shall be the Association for the use and benefit of the Owners. The "loss payable" clause should show the Association or the designated Insurance Trustee as the trustee for each Owner and each Owner's mortgagee.

Section 2. **PUBLIC LIABILITY INSURANCE.** A comprehensive policy of public liability insurance naming the Association as named insured thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon and use of the balance of the Isles of Sarasota, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by one or more persons for any one occurrence; not less than Two Million Dollars (\$2,000,000.00) in total per year; and for not less than Twenty-Five Thousand Dollars (\$25,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. **FIDELITY COVERAGE.** Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who control or disburse funds of the Association shall be maintained by the Association in the form of fidelity bonds, which requirements shall be reasonably determined by the Board. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section, the term "persons who control or disburse funds of the Association" includes, but is not limited to,

persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of any insurance or bond.

Section 4. **DIRECTORS' COVERAGE.** Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. **OTHER INSURANCE.** The Board may but shall be under no legal duty or obligation to obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property, the balance of the Isles of Sarasota and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. **CANCELLATION OR MODIFICATION.** All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. **FLOOD INSURANCE.** If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property and the Buildings containing Attached Homes within the Committed Lands, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all such Buildings and other insurable property located in the flood hazard area.

Section 8. **CONDEMNATION.** In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board, and the remaining balance thereof, if any, that exceeds \$100 per Home shall then be distributed pro rata to Owners and mortgagees of Homes as their respective interests may appear.

## **ARTICLE XII ARCHITECTURAL CONTROL**

Section 1. **MEMBERS OF THE COMMITTEE.** The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of three (3) or more members as determined by the Board. Each member of the Committee shall be appointed by the Board and shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause by the Board. The Board shall have the sole right to appoint and remove all members of the Committee. The Board may delegate authority, rights, and powers to the Committee as the Board determines appropriate.

Section 2. **REVIEW OF PROPOSED CONSTRUCTION.**

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, screen doors, brick pavers, stamped concrete, concrete flatwork, basketball goals, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, external enclosures (including patio screen enclosures), or landscaping (including hedges and massed plantings) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Committed Lands, including the Lots, nor shall any canopy, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home by any Owner, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B herein below. Any Owner desiring to make Improvements shall submit one (1) complete set of plans and specifications showing the nature, dimensions, materials and location of the same.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Isles of Sarasota as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also adopt and issue rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. The Committee may charge a reasonable application fee in an amount established by the Board from time to time.

C. The Committee shall have forty-five (45) days after delivery of all required materials and payment of the application fee to approve or reject any such plans and, if not approved or rejected within such forty-five (45) day period, such plans shall be deemed approved, provided that, in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of Isles of Sarasota as a whole or which violates the terms of this Declaration or Rules adopted by the Board.

D. In no event shall any Improvement (including, without limitation, landscaping) be permitted within the Landscaped Areas and Grassed Areas, and any sidewalks and sidewalk easements on Lots.

E. Notwithstanding anything to the contrary in this Declaration, no Improvements (including, with limitation, landscaping) shall be permitted within any Lot that interferes or could interfere with the flow of rainfall runoff to or through the Stormwater Management System.

F. Notwithstanding any provision in this Article XII to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Homes if such additions, changes or alterations are not visible from the outside of such Homes. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, rules and regulations.

G. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by the Association shall require the prior approval or any certificate of consent of the Committee.

Section 3. **MEETINGS OF THE COMMITTEE.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 7 herein below. In the absence of such designation, the vote of any two (2) members of the Committee, or of a majority of the members present, shall constitute an act of the Committee.

Section 4. **NO WAIVER OF FUTURE APPROVALS.** The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 5. **COMPENSATION OF MEMBERS.** The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses reasonably incurred by them in the performance of their duties hereunder.

Section 6. **NON-LIABILITY OF COMMITTEE MEMBERS.** Neither the Committee nor any member thereof, nor its duly authorized Committee representative shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for approval, Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives of the Committee and the Association generally, from any loss, claim, damage or liability connected with or arising out of the proposed Improvements or alterations. Furthermore, approval by the Committee of any plans and specifications does not excuse any Owner from also receiving approvals as required by all applicable governmental agencies.

Section 7. **VARIANCE.** The Committee may authorize written variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such written variances are granted, no violation of the covenants, conditions and restrictions contained in this

Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 8. **CONDITIONS.** No construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article XII, until the requirements of this Article XII have been fully met, and until the written approval of the Committee.

### **ARTICLE XIII GENERAL PROVISIONS**

Section 1. **CONFLICT WITH OTHER ISLES OF SARASOTA DOCUMENTS.** In the event of any conflict between the Isles of Sarasota Documents, the documents shall control in the following order: the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations promulgated by the Association.

Section 2. **NOTICES.** Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner, (ii) the Association, certified mail, return receipt requested, at 5901 Benevento Drive, Sarasota, Florida 34238.

Section 3. **ENFORCEMENT.** The covenants and restrictions herein contained may, in their sole and absolute discretion, be enforced by the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Isles of Sarasota in any judicial or other proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, their reasonable attorney's fees and costs.

Section 4. **INTERPRETATION.** The provisions of the Isles of Sarasota Documents shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Association Property and the balance of the Isles of Sarasota. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration. If a term, clause or provision is deemed to be ambiguous (that is, capable of more than one reasonable interpretation), the Association's Board of Directors shall be charged with providing an interpretation of the term, clause or provision and the Board's interpretation shall be binding on all Owners, residents, tenants, guests, and invitees unless wholly unreasonable and arbitrary.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. **SEVERABILITY.** In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. **DISPUTES AS TO USE.** In the event there is any dispute as to whether the use of the Committed Lands or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board. A determination rendered by the Board with respect to such dispute shall be ~~non~~-binding on all parties concerned therewith unless wholly unreasonable and arbitrary.

Section 7. **AMENDMENT AND MODIFICATION.** The process of amending or modifying this Declaration shall be as follows:

1. Amendments to the Declaration may be proposed by a majority of the Association's Board of Directors or by a written petition signed by at least twenty percent (20%) of the Association's eligible voting interests. This Declaration may be amended by the consent of at least two-thirds (2/3rds) of the Association's eligible voting interests present (in person or by proxy) and voting at a membership meeting at which a quorum is obtained. The aforementioned consent of the Association's eligible voting interests may be evidenced by a writing signed by the required number of voting interests or by the affirmative vote of the required number of voting interests at any regular or special membership meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of amendment executed with the formalities of a deed by the President or Vice President of the Association and attested to by the Secretary or an Assistant Secretary of the Association.

2. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Board and without the need of consent of the Owners.

3. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Association or of any Institutional Mortgagee under the Isles of Sarasota Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 5. ¶ of this Article XIII.

4. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to all Institutional Mortgagees holding a mortgage on any portion of the Isles of Sarasota who have requested in writing to be provided such a notice. The amendment shall become effective upon the recording amongst the Public Records of the County.

5. Notwithstanding anything contained herein to the contrary, the Association may, without the consent of any Owners, file any amendments which may be required by an Institutional Mortgagee for the purpose of satisfying its development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

6. Any proposed amendment to the Declaration which would affect the Surface Water and Storm Management System, beyond maintenance in its original condition (including environmental conservation areas and the water management portions of the Association Property), shall be submitted to the SWFWMD for a written determination of whether the proposed amendment necessitates a modification of the surface water management permit. This section may not be amended without the consent of the SWFWMD.

Section 8. **DELEGATION.** The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, and other rights and responsibilities as provided herein, to any Committee, managing agency or entity selected by the Board from time to time.

Section 9. **NOTICE TO PURCHASERS.** The Association shall not represent or warrants any future construction activities, surrounding land development, or interchange construction other than as set forth in this Declaration.

Section 10. **TERM.** This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Isles of Sarasota, and inure to the benefit of the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Homes and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Homes encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Association Property and the Common Structural Elements in the manner described herein. This provision may not be

amended or deleted without the prior written consent of the County and this provision shall survive the termination of this Declaration and shall run with the Isles of Sarasota in perpetuity.

Section 11. **CONSENT TO TERMINATION.** The consent of the Members representing at least seventy-five percent (75%) of the total voting interests of the Association, the approval of the holders of first mortgages on Homes and/or Lots to which at least seventy-five percent (75%) of the votes of the Members owning such Homes and/or Lots subject to a mortgage appertain, and the approval of the Master Association shall be required to terminate this Declaration.

Section 12. **RIGHTS OF MORTGAGEES.**

A. **Right to Notice.** The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances the Isles of Sarasota Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Isles of Sarasota. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 11, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guaranties) the mortgage.

B. **Rights of Listed Mortgagee.** Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(1) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

(2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Isles of Sarasota Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. **Special FHLMC Provisions.** So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the Institutional Mortgagees or Members representing at least sixty-seven percent (67%) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(1) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Association Property, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Association Property shall not be deemed a transfer within the meaning of this section);

(2) Change the method of determining the obligations, Assessments, or other charges which may be levied against an Owner of a Home (a decision, including contract decisions, by the Board regarding Assessments shall not be subject to this provision where such decision is otherwise authorized by this Declaration);

(3) By act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of the Homes and of the Association Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(4) Fail to maintain insurance, as required by this Declaration; or

(5) Use hazard insurance proceeds for any Association Property losses for other than the replacement or reconstruction of such property.

Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Association Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of the Association policy, and Institutional Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

**D. Right of Listed Mortgagee to Receive Financial Statement.** Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

**Section 13. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS.** Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of a majority of the total voting interests present in person or by proxy and voting (at a duly called meeting of the Owners at which a quorum is present) prior to commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments, fees, or fines;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Isles of Sarasota Documents;

(c) the enforcement of the restrictions contained in the Isles of Sarasota Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property, any Improvements on the Isles of Sarasota or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote; or

(e) filing a counterclaim; or

(f) any lawsuit approved by 100% of the Board of Directors of the Association.

Section 14. **COMPLIANCE WITH PROVISIONS.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Home except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. The Association shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than the Association.

Section 15. **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and the Isles of Sarasota and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Association Declarant and subsequent Owner(s) of the Lots and Isles of Sarasota or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable Rules and Regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 16. **NO PUBLIC RIGHT OR DEDICATION.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 17. **CONFLICT.** In the event of a conflict between the terms and provisions of the Isles of Sarasota Documents and the terms and provisions of the Master Declaration or other Master Association documents, the Master Declaration and other Master Association documents shall govern.

Section 18. **NO REPRESENTATIONS OR WARRANTIES.** NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY THE ASSOCIATION OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE

LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 19. **ASSOCIATION AS ATTORNEY-IN-FACT.** Each Owner, by reason of having acquired ownership of a Home, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Isles of Sarasota by the Association (hereinafter, collectively, "Modifications") and, in respect thereto, each Owner of a Home and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such Modification. If requested by the Association, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance to such Owner's Home, hereby agrees to execute, at the request of the Association, any document and/or consent which may be required by any government agency to allow the Association and/or its affiliates to complete the plan of development of Isles of Sarasota, as such plan may be hereafter amended, and each such Owner hereby further appoints the Association as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest.

Section 20. **SECURITY.** The Association may, but shall not be obligated to, maintain or support certain activities within the Isles of Sarasota designed to make the Isles of Sarasota safer than it otherwise might be. Additionally, THE ASSOCIATION MAKES NO ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURERS OR GUARANTORS OF SECURITY WITHIN THE ISLES OF SARASOTA. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS BOARD ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, AND ITS BOARD HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES,

EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE ISLES OF SARASOTA.