



Prepared by and Return to:  
Kevin T. Wells, Esq.  
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**CERTIFICATE OF AMENDMENT**

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

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions, and Restrictions of **ISLES OF SARASOTA** (which Declaration of Covenants was originally recorded at Official Records Instrument #2005165352 of the Public Records of Sarasota County, Florida) were duly adopted by not less than two-thirds (2/3rds) of the Association's eligible voting interests present (in person or by proxy) and voting at the special membership meeting held on November 29, 2017, as required by Article XIII.7 of the Declaration of Covenants. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

Dated this 22 day of December, 2017.

Signed, sealed and  
delivered in the presence of:

**ISLES OF SARASOTA HOMEOWNERS  
ASSOCIATION, INC.**

Sign: Rosalyn Jennings

By: Ken Keys  
Ken Keys, President

Print: ROSALYN JENNINGS

Sign: Tara Fisch

Print: Tara Fisch

Sign: Rosalyn Jennings

ATTEST:  
By: Robert Stickney  
Robert Stickney, Secretary

Print: ROSALYN JENNINGS

Sign: Tara Fisch

Print: Tara Fisch

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of December, 2017, by Ken Keys as President of Isles of Sarasota Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

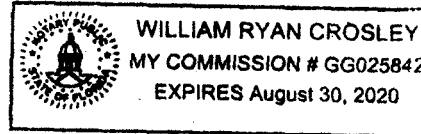
NOTARY PUBLIC

Sign: Wm R Crosley

Print: Wm R. Crosley

State of Florida at Large (Seal)

My Commission expires:



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of December, 2017, by Robert Stickney as Secretary of Isles of Sarasota Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

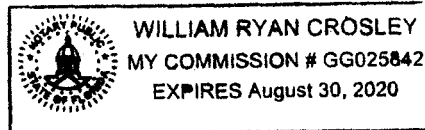
NOTARY PUBLIC

Sign: Wm Crosley

Print: Wm R. Crosley

State of Florida at Large (Seal)

My Commission expires:



**AMENDMENTS**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR**

**ISLES OF SARASOTA**

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

**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 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.

...

**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, Landscape 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:

<u>Dwelling Type:</u>	<u>Number of Dwellings:</u>
(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. G. **Special Assessments** shall be levied as provided below.

...

## 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.

...

Section 2. **ASSESSMENT PAYMENTS.** Individual Home Assessments, ~~and~~ Neighborhood Assessments, and Landscape 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, and Landscape Assessments. Individual Home Assessments, ~~and~~ Neighborhood Assessments, and Landscape 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 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, Landscape 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, his or her Landscaping 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, Landscape Assessment, or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Home Assessment, Neighborhood Assessment, Landscape 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.

## 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 costs and expenses incurred by the Association that relate to the lawn and landscaping of Lots shall be levied on all Completed Homes as a Landscaping Assessment. 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.

...

D. Except for landscaping installed by the Owner or the Owner's predecessor in title, the Association shall be responsible for the Maintenance and Care of ~~maintain and care for~~ all landscaping and grassed areas encompassed within each Completed Lot and the Association Property. "Maintenance and Care" within the meaning of this Subsection D. shall include maintenance, repair and replacement of the irrigation systems located on the Completed Lots, irrigating with reclaimed water, 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. The costs and expenses incurred by the Association performing such Maintenance and Care that pertain to specific Lots shall be levied as a Landscaping Assessment on all Completed Homes in the manner provided above. 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 at the Owner's sole expense. The Association shall maintain a list of all such Owner installed landscaping.

...

***[The remainder of the Declaration is unchanged.]***

Prepared by and return to:  
Kevin T. Wells, Esq.  
Law Offices of Wells | Olah, P.A.  
1800 Second Street, Suite 808  
Sarasota, Florida 34236  
(941) 366-9191 (Telephone)  
(941) 366-9292 (Facsimile)



**SCRIVENER'S AFFIDAVIT**

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

THE UNDERSIGNED, being the attorney for ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC. ("Association") desires to correct two scrivener's errors made in the amendments that are attached to the Certificate of Amendment recorded at Official Records Instrument #2017075447 of the Public Records of Sarasota County, Florida, to the Declaration of Covenants, Conditions, and Restrictions for ISLES OF SARASOTA (which Declaration of Covenants was originally recorded at Official Records Instrument #2005165352 of the Public Records of Sarasota County, Florida). Affiant states that the amendments to Article VII, Section 3 and Article VIII, Section 1.K. were **not** approved by the required membership vote. Therefore, attached hereto as Exhibit "A", and incorporated herein, is the language of Article VII, Section 3 and Article VII, Section 1.K of the Declaration which was unchanged and remains in effect and is incorporated herein.

***The remainder of the amendments are in full force and effect.***

DATED THIS 1<sup>st</sup> day of August, 2017.

Witnesses:

ISLES OF SARASOTA HOMEOWNERS  
ASSOCIATION, INC

sign Elba Lauer

By: [Signature]  
Kevin T. Wells, Esq. and as agent

print Elba Lauer

sign Erin Morse

print Erin Morse

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2017, by Kevin T. Wells as attorney and agent of Isles of Sarasota Homeowners Association, Inc., a Florida Not for Profit Corporation, on behalf of the corporation. He is personally known to me.



NOTARY PUBLIC

sign Estelle L. Pittman

print Estelle L. Pittman

State of Florida at Large (Seal)

My Commission expires:

### **ARTICLE VII, Section 3**

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.

### **ARTICLE VIII, Section 1.K**

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.



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2017075447 180 PG(S)  
June 15, 2017 03:52:36 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

Prepared by and Return to:  
Kevin T. Wells, Esq.  
Law Offices of Wells | Olah, P.A.  
1800 Second Street, Suite 808  
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(941) 366-9191 (Telephone)  
(941) 366-9292 (Facsimile)



**CERTIFICATE OF AMENDMENT**

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

**ARTICLES OF INCORPORATION  
ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions, and Restrictions of **ISLES OF SARASOTA** (which Declaration of Covenants was originally recorded at Official Records Instrument #2005165352 of the Public Records of Sarasota County, Florida), and the amendments to the Articles of Incorporation of **ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.** (herein, the "Association") were duly adopted by a majority of the Association's Board of Directors at a duly-noticed Board of Directors' meeting held on March 13, 2017 and by the Owners owning a majority of all Homes, as required by Article XIII.8 of the Declaration as to the Declaration amendments, and by not less than a majority of the Board of Directors and a majority the total voting interests present at the Annual Membership Meeting of the Association held on March 30, 2017 and reconvened on April 13, 2017 as required by Article XIII of the Articles of Incorporation as to the amendments to the Articles of Incorporation. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

Dated this 25 day of April, 2017.

Signed, sealed and  
delivered in the presence of:

**ISLES OF SARASOTA HOMEOWNERS  
ASSOCIATION, INC.**

Sign:

Rosalyn Jennings

Print: ROSALYN JENNINGS

Sign:

Tanie Gibson

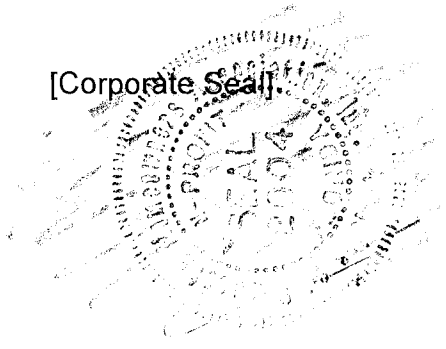
Print: Tanie Gibson

By: Ken Keys

Ken Keys, President

Sign: Rosalyn Jennings  
Print: ROSALYN JENNINGS  
Sign: Tanie Gibson  
Print: Tanie Gibson

ATTEST:  
By: [Signature]  
Robert Stickney, Secretary



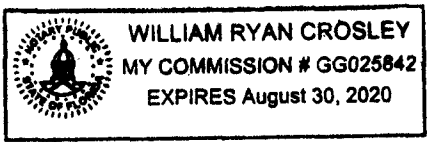
STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25 day of April, 2017, by Ken Keys as President of Isles of Sarasota Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
Sign: Wm R Crosley  
Print: William R. Crosley  
State of Florida at Large (Seal)  
My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25 day of April, 2017 by Robert Stickney as Secretary of Isles of Sarasota Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC  
Sign: Wm R. Crosley  
Print: William R. Crosley  
State of Florida at Large (Seal)  
My Commission expires:

**ISLES OF SARASOTA**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

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1 **AMENDMENTS**

2  
3 **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
4 **FOR**  
5 **ISLES OF SARASOTA**

6  
7  
8 *[Additions are indicated by underline; deletions by ~~strike-through~~]*

9  
10 **PLEASE NOTE LANGUAGE ADDED OR REMOVED TO SATISFY FLORIDA LAW OR TO REMOVE**  
11 **OBSOLETE DEVELOPER REFERENCES IS INDICATED BY SHADING.**

12  
13 **THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Declaration") was  
14 substantially amended by the required membership vote at a membership meeting held on March 30, 2017  
15 and reconvened on April 13, 2017 is made this \_\_\_\_\_1<sup>ST</sup> day of \_\_\_\_\_ July, 2017 and the required  
16 Board of Directors vote at a Board meeting held on March 13, 2017 2005 by DIVOSTA HOMES, L.P., a  
17 Delaware limited partnership, its successors and assigns ("Declarant"), and is joined in by ISLES OF  
18 SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

19  
20 **WHEREAS, DIVOSTA HOMES, L.P., a Delaware limited partnership, its successors and assigns**  
21 **("Declarant") was the original is the owner in fee simple of the real property more particularly described on**  
22 **Exhibit "A" attached hereto and made a part hereof ("Total Lands");**

23  
24 **WHEREAS, Declarant previously developed desires to develop a planned community to be known**  
25 **as "Isles of Sarasota" (as hereinafter defined);**

26  
27 **WHEREAS, the Total Lands comprise a portion of the planned, multi-stage Palmer Ranch**  
28 **Development of Regional Impact, a Florida Statutes Chapter 380 development of regional impact, which is**  
29 **planned to be developed incrementally in accordance with the master development order ("MDO") adopted**  
30 **by the Board of County Commissioners of Sarasota County, Florida for Palmer Ranch;**

31  
32 **WHEREAS, the Total Lands are subject to that certain Declaration of Protective Covenants,**  
33 **Conditions, and Restrictions for Palmer Ranch as originally recorded in Official Record Book 1894, at Page**  
34 **2467 of the Public Records of Sarasota County, Florida, as subsequently amended from time to time ("Master**  
35 **Declaration");**

36  
37 **WHEREAS, the Board of County Commissioners of Sarasota County has adopted by ordinance**  
38 **dated July 14, 2004, an "Incremental Development Order" (as that term is defined in Florida Statutes Chapter**  
39 **380) for Increment XVIII of Palmer Ranch for the Total Lands (the "IDO"), and upon such adoption, the Total**  
40 **Lands became Committed Property under the Master Declaration;**

41  
42 **WHEREAS, Declarant ~~intends that~~ the Total Lands were shall be developed in accordance with the**  
43 **MDO, the IDO and the Master Declaration;**





90 the terms of the Isles of Sarasota Documents (as defined herein) and recorded in the Public Records of the  
91 County (as defined herein); provided, however, the failure to so consecutively number such amendments  
92 shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be  
93 deemed to have been numbered in chronological order of their appearance in the Public Records of the  
94 County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration (as  
95 defined herein), as recorded in the Public Records of the County.

96  
97 Section 2. **"AREAS OF COMMON RESPONSIBILITY"** shall mean and refer to those areas, if any,  
98 which by contract or agreement with any other Person is or hereafter becomes the responsibility, in whole or  
99 in part, of the Association. In addition, any public rights-of-way abutting the Committed Lands may (at the  
100 election of the Board of Directors) be deemed to be part of the Area(s) of Common Responsibility. The Board  
101 may remove such public rights-of-way from the Area(s) of Common Responsibility in the same manner.

102  
103 Section 3. **"ARTICLES"** shall mean the ~~Amended and Restated~~ Articles of Incorporation of the  
104 Association which have been filed in the Office of the Secretary of State of the State of Florida, a true copy of  
105 which is attached hereto as Exhibit "C" and incorporated herein by this reference, as such Articles may be  
106 subsequently amended from time to time.

107  
108 Section 4. **"ASSESSMENT"** shall mean assessments for which all Owners are obligated to the  
109 Association and includes "Individual Home Assessments," "Neighborhood Assessments" and "Special  
110 Assessments" (as such terms are defined herein) and any and all other assessments which are levied by the  
111 Association in accordance with the Isles of Sarasota Documents.

112  
113 Section 5. **"ASSOCIATION"** shall mean and refer to **ISLES OF SARASOTA HOMEOWNERS**  
114 **ASSOCIATION, INC.**, a not-for-profit Florida corporation, its successors and assigns, ~~existing pursuant to~~  
115 ~~the Amended and Restated Articles of Incorporation, filed in the Office of the Secretary of State of the State of~~  
116 ~~Florida on August 24, 2004, as amended by any amendments thereto,~~ and which Association is responsible  
117 for the maintenance, preservation and architectural control of Isles of Sarasota as provided in this  
118 Declaration. The Association is a "Community Association" as contemplated by the Master Declaration  
119 (defined herein). The "Association" is a homeowners association pursuant to Chapter 720, Florida Statutes,  
120 and is NOT a condominium association and is not intended to be governed by Chapter 718, the  
121 Condominium Act, Florida Statutes.

122  
123 Section 6. **"ASSOCIATION PROPERTY"** shall mean such portions of the Committed Lands which are  
124 not included in any Lot and which are or shall be owned and maintained by the Association, as set forth in this  
125 Declaration, for the common use and enjoyment of the Owners within Isles of Sarasota except for the Tracts  
126 dedicated to the County on any Plat for use as Public Roads. The term "Association Property" shall also  
127 include any personal property acquired by the Association and any easements originally granted to the  
128 Association. Declarant submitted portions of certain Tracts to the condominium form of ownership  
129 ("Condominium") pursuant to Chapter 718, Florida Statutes, and named that condominium **Lakeside at the**  
130 **Isles on Palmer Ranch Section I, a Condominium**. Declarant has previously conveyed ~~intends to convey~~  
131 the portions of those Tracts which are not submitted to the condominium form of ownership to the Association  
132 as Association Property, and ~~but any~~ such real property shall be subject to a non-exclusive easement in favor  
133 of the condominium association operating the **Lakeside at the Isles on Palmer Ranch Section I, a**  
134 **Condominium(s)** for purposes of: maintaining, repairing and replacing the condominium building(s), and

